



Members: Councilmembers Kenna, Elfers, Evers and (Alt.) Reinke

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

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

Join on your computer, mobile app or room device

[Click here to join the meeting](#)

Meeting ID: 297 086 870 836 22 Passcode: kE9Fg2uf

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

Or call in (audio only) [+1 253-299-5500,,378233261#](#) United States, Sumner

[Find a local number](#)

CALL TO ORDER

COMMITTEE BUSINESS

1. Hunt Avenue Reconstruction - Design Consultant Agreement
2. Resolution No.1738 HSIP Grant Acceptance - Neighborhood Traffic Calming and Intersection Data Collection
3. Resolution No.1739 HSIP Grant Acceptance - Roadway Curve Warning and Delineation
4. Stewart Road ITS - Consultant Contract Award
5. ADA Transition Plan Update
6. Stewart Road Bridge TCE Extension - Manke Lumber
7. Stewart Road Bridge TCE Extension - Potelco Industries LTD
8. Stewart Road Bridge TCE Extension - Riverside Free Will Baptist Church
9. Heritage Park - Interim Park Design

REPORTS

1. Project Status Report

ADJOURNMENT

SUBJECT: Hunt Avenue Reconstruction - Design Consultant Agreement

CATEGORY: Consent

BUDGET IMPACT:

Expenditure Required: \$108,701.00

Within Budget Allocation: Yes

ATTACHMENTS:

1. Psomas, Inc Consultant Contract

STAFF CONTACT: Robert Wright, Assistant Engineering Manager

SUMMARY BACKGROUND:

Hunt Avenue between West Main and State Street is in poor condition: lacking sidewalks, outdated utilities, etc. The project will include replacement of the roadway section to current standards including: sidewalks, curb, gutter, on-street parking, replacement of old utilities in the section, and storm drainage, in addition to other work necessary. The City advertised for a design consultant and ten (10) Statements of Qualifications were received on November 25, 2025 for this project. Upon review, Psomas was selected to provide design consulting services for this project. An agreement of \$108,701.00 was negotiated to conduct the initial design and data gathering phase. A later amendment will be necessary to move the project to a construction-ready design.

COUNCIL COMMITTEE/STUDY SESSION: Public Works Committee

MEETING/STUDY SESSION DATE: 1/13/2026

COMMITTEE RECOMMENDATION: Do Pass

STAFF RECOMMENDATIONS/MOTION:

A motion authorizing the Mayor and City Administrator to execute all necessary contract documents with Psomas, in an amount not-to-exceed \$108,701.00 for the Hunt Avenue Reconstruction (CIP 25-08), substantially in a form approved by the City Attorney.

PROFESSIONAL/CONSULTANT SERVICES CONTRACT between the CITY OF SUMNER and

Psomas, Inc

THIS CONTRACT is made between the CITY OF SUMNER, a Washington municipal corporation (hereinafter the "City"), and PSOMAS, INC, organized under the laws of the State of California, located and doing business at 3131 ELLIOTT AVE STE 400 SEATTLE WA 98121-1006 (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 – Hunt Avenue Reconstruction (CIP 25-08). Should any provision of Consultant's scope of work/engagement letter conflict with any provision of this agreement, this agreement shall govern.

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

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

III. COMPENSATION.

- A. The City shall pay the Consultant a fee not to exceed \$108,701.00 for the services described in this Contract. This is the maximum amount to be paid under this Contract for the work described in Section I above and shall not be exceeded without the prior written authorization of the City in the form of a negotiated and executed amendment to this Contract.
- B. The Consultant shall submit monthly invoices, unless otherwise agreed in writing by the City. The City shall, upon receipt of Consultant's monthly invoice, process payment in accordance with the City's standard payment schedules, but in no event less than forty-five (45) days after receipt of monthly invoice, unless it has provided a written dispute of the invoice (in whole or part) to the Consultant in a timely manner.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

XIV. MISCELLANEOUS PROVISIONS.

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

B. Resolution of Disputes and Governing Law.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

<p>CONSULTANT:</p> <p>By: _____ <i>(signature)</i></p> <p>Print Name: _____</p> <p>Title: _____ <i>(Title)</i></p> <p>DATE: _____</p>	<p>CITY OF SUMNER:</p> <p>By: _____ <i>(signature)</i></p> <p>Print Name: <u>Carla S. Bowman</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>Marcus Vassey Psomas, Inc 3131 ELLIOTT AVE STE 400 SEATTLE WA 98121-1006 253-509-1408 marcus.vassey@psomas.com</p>	<p>NOTICES TO BE SENT TO:</p> <p>CITY OF SUMNER: Robert Wright, Assistant Engineering Manager City of Sumner 1104 Maple Street Sumner, WA 98390 253-299-5708 robertw@sumnerwa.gov</p>

EXHIBIT A
City of Sumner
Hunt Ave Reconstruction
(TIP# - C3)

Psomas – 9SUM010400
Scope of Work
January 2026

INTRODUCTION

A. PROJECT UNDERSTANDING

The following Scope of Work outlines the effort to develop 30% Plans, and Estimate for full width reconstruction of Hunt Ave from W Main Street to State Street and 200 feet of W Main Street at the connection to Hunt Ave. Improvements on Elizabeth Street will include the curb bulb connections to Utility coordination and continuation of design will be scoped after the 30% is complete. Improvements will generally consist of the following:

- Roadway
 - A full depth pavement section will be designed based on geotechnical analysis.
 - Parking lanes with curb bulbs at the intersections of Elizabeth and Hunt Ave, and State Street and Hunt Ave.
 - 4-foot planter strip, and 5-foot sidewalks using City of Sumner standard details, where applicable.
 - Grind and overlay will be provided as feasible at the connections to existing pavement where City Standard dictates.
 - Curb ramps will be designed at the following corners
 - 4 corners at the intersection of Hunt Ave and Elizabeth (NE, NW, SE, SW)
 - 3 corners at the intersection of Hunt Ave and State (NE, NW, SE)
- Utilities
 - Replacement of an existing 6-inch asbestos concrete watermain with a new ductile iron watermain and new water services meeting City of Sumner standards.
 - Replacement of a 12-inch sanitary sewer main with a new PVC sewer main and side sewers meeting City of Sumner standards.
 - New storm system within the project limits.
- No Illumination or Landscaping is expected in this phase of the project.

B. ASSUMPTIONS

The following general assumptions were made to establish a scope and fee estimate for this project. Task specific assumptions are provided in the Scope of Work below:

- The project design is locally funded, there are no federal funds associated with this project.
- Stakeholder or Public facilities are not included in this Scope of Work. The City will be responsible for all public involvement and coordination. Work is limited to coordinating project details with City Communications Director and providing one PDF roll plot for public communication of the project.
- Temporary Construction Easements/Permits, if necessary, will be acquired by the City.

EXHIBIT A

- Curb bulbs and curb ramp configuration will be designed consistent with the scroll plot provided to the City in December of 2025 (see attached Exhibit C).
- All existing sidewalks, driveways, curb, and pavement within the project limits will be removed and replaced except for the White River Trail.
- Roadway lowering up to 1-foot will be reviewed early in the project. The new sidewalk will be designed at approximately the existing sidewalk horizontal and vertical location. A super elevated roadway will be reviewed as needed for a pervious pavement design.
- Pervious paving will be limited to the either the east or west side roadway shoulders.
- The City will be responsible for all permits and fees.
- Sewer design will be per the Department of Ecology Criteria for Sewage Works Design and City of Sumner standards.
- Potable water design will be per City of Sumner standards.
- Neither right of way nor easement acquisition will be required.
- Applicable WSDOT Standard Plans and Sumner Standard Details will be provided in an appendix to the specifications.
- Project-specific Traffic Control Plans will not be developed under this Scope of Work. Contractor will be responsible for developing project-specific traffic control plans.
- Irrigation Plans will not be developed under this Scope of Work.
- Restoration within the proposed planter strips will be sod or seed.
- Restoration of private property will match existing.
- A Stormwater Pollution Prevention Plan (SWPPP) will not be developed under the Scope. The Contractor will develop the project SWPPP.
- City of Sumner is currently using the 2019 Stormwater Management Manual for Western Washington and the project will be held to this edition's requirements.
- Neither stormwater quality nor quantity treatment will be required. A drainage report will not be developed. A stormwater memo will be developed for justification of requirements.
- Field survey will be completed by Psomas staff. Psomas will develop the base map and TIN per Psomas Standards.
- Plans will be developed utilizing AutoCAD® Civil 3D® 2024 using Psomas drafting standards.

C. INFORMATION PROVIDED BY THE CITY

City of Sumner staff will provide the following in aid of design:

- Sanitary sewer pipe inspection videos and reports (if available).
- Side sewer record drawings.
- Existing water service size at addresses (if available).
- Proposed water, sewer, and storm main sizing.
- Existing City utility record drawings or GIS.
- Traffic counts and data for pavement design.
- Submittal reviews, comments and approvals.

EXHIBIT A

SCOPE OF WORK

Task 1 – Project Management

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

- 1.1 Psomas will provide continuous project coordination and internal management for the project duration (estimate 4 months).
- 1.2 Psomas will prepare monthly progress reports identifying work in progress, upcoming work elements, and reporting of any delays, problems, or additional information needs.
- 1.3 Psomas will provide a Project Schedule and updates at regular intervals to keep City staff informed of progress and submittal dates.

Products:

- Monthly progress reports.
- Project meeting minutes.
- Project Schedule and up to one update
- Miscellaneous project coordination documentation.

Assumptions:

- All stakeholder / public coordination will be provided by City staff.

Task 2 – Survey & Base Map

This task covers the effort required to provide a base map to be used for design, and includes the following:

- 2.1 Survey Control: Existing monuments will be located, and horizontal and vertical control will be set.
- 2.2 Utility Locates: Psomas will utilize a utility locate company to field locate and mark all public and private utilities within the project areas.
- 2.3 Detailed Topographic Mapping: Conduct topographic survey, picking up key elevations needed for design, surface features, individual trees, utilities marked by the utility locates company, faces of buildings, and other elements as pertinent to the design. Detailed survey will be conducted to a minimum of five feet beyond back of walk or to building face as applicable. Field survey will be conducted as needed to develop 1-foot contours.

The survey limits will be approximately as depicted on Exhibit C.

- 2.4 Gravity Utilities: Complete DIPs on gravity utilities, including storm and sewer structures within project limits and next downstream structure.
- 2.5 Right of Way & Lot Lines: Establish right of way lines along the project corridor within the detailed mapping limits. Right of way will be defined using existing street monuments and their relationship to public records.

Lot lines will be based on existing GIS data based, Tax Parcel maps, plat maps, and field survey and will not be adequate for right of way acquisition.

- 2.6 Develop Base Map: A survey base map file will be compiled in AutoCAD® Civil 3D® 2024 for the basis of design. This file will show the site's existing features listed above. Notes, control, and other observations (prepared for 1"=20' plans) will be included in this file to aid in the design going forward. Contours will be shown at 1-foot contour intervals.

EXHIBIT A

Products:

- Electronic base map showing surface features and including a TIN.

Assumptions:

- Private and public underground utilities will be marked by a private locating firm and City staff and surveyed in the field.
- Right of Entry if required, will be acquired by the City.
- Title reports will not be required.
- Neither right of way nor easement acquisition will be required.
- Temporary Construction Easements/Permits will be acquired by the City if needed.
- Neither property corners nor right of way will be staked in the field.

Task 3 – Preliminary Design (30% Design)

Effort under this task includes the anticipated work necessary to complete the preliminary design for the Hunt Ave Reconstruction Project utilizing the cross section identified in this Scope. The goal of this task is to formalize improvements as shown in the attached exhibit. As part of this effort Psomas shall:

- 3.1 Prepare 30% plans: The 30% plans are expected to show the following information and will be based on the attached exhibit
- Horizontal alignment of curbs, sidewalks, and planter strips.
 - Horizontal alignment new and replaced City-owned utilities.
 - Horizontal locations and type of curb ramps.
 - Locations of driveway approaches.
 - Private utility impacts.
 - Impacts to private improvements inside and outside of existing right of way.

It is anticipated that the 30% Design Submittal will include the following sheets:

Title	Number
Cover Sheet	1
Legend and Abbreviations	1
Key Map & Survey Control	1
Typical Sections and Details	1
Site Preparation and TESC (Plan/Plan) 20 scale	1
Sewer Plan & Profile (Plan/Profile) 20 scale	2
Water Plan & Profile (Plan/Profile) 20 scale	1
Roadway & Stormwater (Plan/ Profile) 20 scale	3
Stormwater Treatment Detail	1
Curb Ramp (Plan) 10 scale	2
TOTAL	14

- 3.2 30% Cost Estimate: Psomas will develop a construction Cost Estimate Based on 30% Design quantities.
- 3.3 Draft stormwater memorandum: Psomas will develop a draft stormwater memo to define stormwater requirements and briefly describe the stormwater elements planned for the project and their feasibility. Psomas will size either a proprietary treatment device or pervious pavement and include the results in the memo as an attachment.

EXHIBIT A

- 3.4 30% QA/QC Review: Psomas will provide internal Quality Assurance/Quality Control (QA/QC) reviews of the 30% Submittal prior to submittal for City Review.
- 3.5 30% Design Review Meeting: The purpose of this meeting is to confirm design elements shown in the 30% design plans prior to proceeding with design development.

Products:

- 30% Design Plans (11x17; PDF)
- 30% Construction Cost Estimate (PDF)
- Draft stormwater memorandum
- Internal QA/QC of submittal
- Minutes of Review Meeting

Assumptions:

- Vertical Design of roadway and utilities will not be completed as part of this task, except to confirm tie-in elevations are sufficient and a reduced roadway centerline works.
- Curb ramp elevations will not be completed as part of this task. Curb return information will be limited to horizontal layout.
- Once the design decisions have been made at the 30% design review meeting, changes to these decisions will be considered out of scope work.
- The 30% Contract Documents will be reviewed in a single meeting with the City. Plans and Specifications will be submitted to the City 1 week before the review meeting. City Comments and redlines obtained during the review meetings will be incorporated to develop the 90% PS&E package.
- City staff present at project design review meetings will have the authority to make decisions and provide direction regarding critical project elements.

Task 4 – Geotechnical Engineering & Pavement Design

Effort under this task includes the anticipated work necessary to perform testing in support of the roadway and utility design:

- 4.1 Geotechnical Report Assistance: Geotechnical Services will be provided by Sage Geotechnical for utility foundation and trenching design, and recommendations for dewatering. The Proposal from Sage Geotechnical outlining the Scope of Work and Fee estimate is attached for reference. Psomas' effort under this task is limited to reviewing and providing comment on the geotechnical reports and assisting Sage Geotechnical with project figures.
- 4.2 Pavement Design Assistance: Pavement design will be provided by Sage Geotechnical for the roadway. The Proposal from Sage Geotechnical outlining the Scope of Work and Fee estimate is attached for reference. Psomas' effort under this task is limited to reviewing and providing comments on the pavement design.

EXHIBIT B

PRIME CONSULTANT COST COMPUTATIONS

Client: City of Sumner
 Project Name: Hunt Ave Reconstruction
 Psomas Project Number: 9SUM010400
 Date: 1/5/2026

Task No.	Task Description	Labor Hour Estimate										Total Hours and Labor Cost Computations by Task		
		Principal	Senior Engineer II	Design Engineer III	Senior Project Manager Survey	Survey Crew II (W/Equip)	Field Surveyor III	Project Surveyor II	Senior CAD Technician	Senior Admin	Office Admin			
		\$318.00	\$227.00	\$166.00	\$275.00	\$297.00	\$166.00	\$189.00	\$152.00	\$155.00	\$121.00	Hours	Totals	
Task 1 - Project Management														
1.1	Project Coordination	1	8	3							1	13	\$ 2,753.00	
1.2	Monthly Progress reports		6	1						2		9	\$ 1,838.00	
1.3	Project Schedule and updates	1		1								2	\$ 484.00	
	Task Total	2	14	5	0	0	0	0	0	2	1	24	\$ 5,075.00	
Task 2														
2.1	Survey Control				1	6		1				8	\$ 2,246.00	
2.2	Utility Locates							1				1	\$ 189.00	
2.3	Topographic Mapping				4	24		1				29	\$ 8,417.00	
2.4	Gravity Dips					8						8	\$ 2,376.00	
2.5	Right of Way & Lot Lines							8				8	\$ 1,512.00	
2.6	Develop Basemap						24					24	\$ 3,984.00	
	Task Total	0	0	0	5	38	24	11	0	0	0	78	\$ 18,724.00	
Task 3														
3.1	Prepare 30% Plans		20	123					38			181	\$ 30,734.00	
3.2	Cost Estimate		4	18								22	\$ 3,896.00	
3.3	Draft Stormwater Memo		12	16								28	\$ 5,380.00	
3.4	QA/QC	4	12	2								18	\$ 4,328.00	
3.5	30% Design Review Meeting		2	2								4	\$ 786.00	
	Task Total	4	50	161	0	0	0	0	38	0	0	253	\$ 45,124.00	
Task 4														
4.1	Geotechnical Report Assistance		3									3	\$ 681.00	
4.2	Pavement Design Assistance		3									3	\$ 681.00	
	Task Total	0	6	0	0	0	0	0	0	0	0	6	\$ 1,362.00	
	Total Labor Hours and Fee	6	70	166	5	38	24	11	38	2	1	361	\$ 70,285.00	
Subconsultants														
													Sage Geotechnical - Geotechnical	\$ 36,416.00
													Private Utility Locates	\$ 2,000.00
													Subtotal	\$ 38,416.00
													Total Subconsultant Expense	\$ 38,416.00
													Total Estimated Budget	\$ 108,701.00



December 22, 2025

Transmitted via email to: marcus.vassey@psomas.com

Psomas
2502 Jefferson Ave.
Tacoma, WA 98402

Attn: Mr. Marcus Vassey, PE, Senior Engineer

**Re: Revised Proposal for Geotechnical Engineering Services
Hunt Avenue Pavement Reconstruction
Sumner, Washington**

Dear Mr. Vassey:

Sage Geotechnical, LLC (Sage), is pleased to submit this proposal for geotechnical engineering services in support of the Hunt Avenue Pavement Reconstruction project in Sumner, Washington. This proposal has been prepared with information provided by Psomas (project civil engineer).

PROJECT UNDERSTANDING

The City of Sumner (City, project owner) proposes to reconstruct an approximately 600-foot (ft)-long segment of pavement along Hunt Avenue, between West Main Street and State Street (site). Sage understands that other improvements will include permeable pavement, stormwater treatment, utilities, and potentially permeable sidewalks. New utilities may be installed as deep as 15 ft below ground surface (bgs).

PROPOSED SCOPE OF SERVICES

Sage's proposed scope of services includes the following tasks:

1. Review readily available geologic and geotechnical data (e.g., geologic maps and depth-to-groundwater data) for the site and the surrounding area.
2. Coordinate the clearance of underground utilities at the proposed exploration locations. Sage will mark the locations in the field and contact the Washington Utilities Coordinating Council's "One Call" locating service. Sage will also hire a private utility-locating service to identify conductible utilities located outside of public easements.
3. Obtain a temporary City right-of-way use permit and submit a traffic control plan for the City's review and approval.
4. Subcontract traffic control services to provide traffic signs, cones, and flagging for drilling activities.

5. Advance three hollow-stem auger borings at the site. One boring will extend 20 ft bgs, the second will extend 5 to 10 ft bgs, and the third will extend 15 ft bgs. Sage will monitor the explorations, collect representative soil samples, and maintain detailed logs of the subsurface soil and groundwater conditions observed. Sage will subcontract the drill rig and operator. Upon completion of fieldwork, drill spoils will be drummed and hauled off site.
6. Install a piezometer in the 20-ft-deep boring. A pressure transducer deployed in the piezometer will be used to record groundwater data. During the 5-month groundwater-monitoring period, Sage will visit the site monthly to download data.
7. Subcontract an excavator, operator, and water truck to complete one pilot infiltration test (PIT) in general accordance with the Washington State Department of Ecology's 2019 *Stormwater Management Manual for Western Washington*.
8. Complete as many as eight index tests (e.g., grain size analyses and Atterberg limits tests) on soil samples obtained from the explorations.
9. Submit two soil samples collected from the explorations to an analytical laboratory for cation exchange capacity and organic content testing.
10. Evaluate feasible shoring and dewatering methods to support utility installation.
11. Provide recommendations for utility foundation support, trench excavation, and backfill placement and compaction.
12. Use traffic loading information provided by Psomas, or assumed traffic loading information, to evaluate pavement reconstruction alternatives. Sage will provide recommendations for a standard-duty pavement section, a heavy-duty section, and pervious pavement sections.
13. Provide a recommended design infiltration rate.
14. Prepare a technical memorandum that summarizes the results of the field investigation and geotechnical analyses. Sage will submit a draft memorandum for the design team's review and comment. Upon receipt, comments will be addressed, and Sage will issue a final memorandum, signed and sealed by the project engineer.
15. Prepare a geotechnical data report for inclusion in bid documents. The data report will include a summary of the field investigation, a description of site subsurface conditions, and the results of Sage's geotechnical laboratory testing.

ASSUMPTIONS

Sage made the following assumptions when preparing this scope of services and cost estimate:

- Fieldwork can be completed during standard business hours (i.e., no nighttime or weekend fieldwork will be required).
- Right-of-way permits will be provided at no cost to Sage.
- Soil, groundwater, and other site media are uncontaminated.
- Boring locations will be patched with quick-set concrete.

- The PIT can be located in the road shoulder; no pavement disturbance will be required.
- Traffic control during drilling will require a shoulder closure and single-lane closure with flagging. Traffic control to complete the PIT will only require a shoulder closure (i.e., no flagging).
- The PIT location will be regraded/leveled upon completion of the infiltration testing. No grass seed or sod will be placed.
- Psomas will provide traffic loading information. If traffic information is not available, Sage will assume traffic loads.
- Sage will subcontract the driller, excavator, and private utility-locating and traffic control services.
- Soil samples will be retained for 30 days following submittal of the final memorandum. After that date, the samples will be disposed of, unless other arrangements are made.
- Piezometer decommissioning is excluded from this scope of services.
- An infiltration receptor characterization and groundwater mounding analysis are excluded. If desired, these services can be provided under a separate scope of services.
- Project deliverables will be submitted electronically in Adobe® PDF format.

COST ESTIMATE

Sage proposes to provide its services on a time-and-materials basis for a not-to-exceed budget of \$36,416, as detailed in the attached cost estimate. Sage will not exceed its budget without Psomas' written authorization.

SCHEDULE

Depending on the subcontractors' availability, drilling and the PIT can be completed within 6 weeks of notice to proceed. Sage anticipates that drilling activities and the PIT will each take 1 day to complete. The draft technical memorandum will be issued 3 weeks after the fieldwork has been completed. Sage will submit the final memorandum within 1 week of completing groundwater monitoring. Sage will submit the data report alongside the final memorandum.

AUTHORIZATION

To authorize Sage's services, please prepare a subconsultant agreement consistent with previous agreements between Sage and Psomas.

CLOSING

We appreciate the opportunity to submit this proposal and anticipate its favorable review. If you have questions or comments, please contact the undersigned at annabeli@sagegeotechnical.com.

SAGE GEOTECHNICAL, LLC



Annabel Irwin, PE
Senior Engineer



Daniel Simpson, PE
Principal

AMI/DCS
[[HTTPS://SAGEGEOTECHNICAL.SHAREPOINT.COM/SITES/SAGEGEOTECHNICAL/SHARED DOCUMENTS/PROPOSALS/CITY OF SUMNER/2025-10_HUNT AVENUE RECONSTRUCTION/HUNT AVE PAVEMENT REPLACEMENT REVISED PROPOSAL FOR GEOTECHNICAL SERVICES 12.22.2025.DOCX](https://sagegeotechnical.sharepoint.com/sites/sagegeotechnical/Shared%20Documents/Proposals/City%20of%20Sumner/2025-10_Hunt%20Avenue%20Reconstruction/Hunt%20Ave%20Pavement%20Replacement%20Revised%20Proposal%20for%20Geotechnical%20Services%2012.22.2025.docx)]

Attachment: Budget Breakdown

Table 1
Budget Breakdown
Hunt Avenue Pavement Reconstruction
Sumner, Washington

Scope Items	Principal	Senior Engineer	Technician	Project Coordinator	Totals	Total Labor Costs
Geotechnical Engineering						
Project Management and Administration		8		4	12	\$2,200
Fieldwork (Drilling, Pilot Infiltration Test, Groundwater Monitoring)		10	42		52	\$6,940
Geotechnical Analysis	4	15			19	\$3,750
Draft and Final Memoranda, Data Report	2	20	4	5	31	\$5,580
Total Task	6	53	46	9	114	\$18,470
Rate by Position	\$225.00	\$190.00	\$120.00	\$170.00		
Total - Labor Cost	\$1,350	\$10,070	\$5,520	\$1,530	\$18,470	
DIRECT COSTS*						
Driller					\$6,384	
Private Utility Locator					\$560	
Excavator, Water Truck					\$5,600	
Traffic Control Services (Drilling)					\$1,344	
Traffic Control Equipment (Pilot Infiltration Test)					\$100	
Pressure Transducer Rental					\$750	
Geotechnical Laboratory Testing					\$3,120	
Cation Exchange Capacity and Organic Content Testing					\$88	
Total - Direct Costs					\$17,946	
Total					\$36,416	

*Note: Subcontractor costs include a 12 percent markup.

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

Psomas, Inc

I hereby certify that the Company or Organization named herein will

(check one box below)

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

OR

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

NAME

TITLE

DATE

EXHIBIT C

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

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

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

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

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

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

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

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

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

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

(ii)

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

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

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

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

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

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

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

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

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

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

(3) Payrolls and basic records.

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

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

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

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

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

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

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

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

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

title 31 of the United States Code.

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

(4) Apprentices and trainees.

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

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

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

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

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

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

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

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

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

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

(10) Certification of eligibility.

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

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

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

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

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

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

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

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

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

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

SUBJECT: Resolution No.1738 HSIP Grant Acceptance - Neighborhood Traffic Calming and Intersection Data Collection

CATEGORY: Consent

BUDGET IMPACT:

Expenditure Required: None

Within Budget Allocation: N/A

ATTACHMENTS:

1. Resolution No.1738 HSIP Grant Acceptance - Neighborhood Traffic Calming

STAFF CONTACT: Thi Le, Engineering Specialist

SUMMARY BACKGROUND:

The City of Sumner was awarded a Highway Safety Improvement Program (HSIP) grant from the Federal Highway Administration (FHWA) to improve roadway safety by identifying, analyzing, and addressing traffic safety issues at several locations throughout the City.

This grant provides \$150,000.00 towards completion of the planning phase of the project. The project is eligible for 100% HSIP funding, for all phases authorized prior to April 30, 2027. Acceptance of the grant requires the City to enter into a grant agreement.

COUNCIL COMMITTEE/STUDY SESSION: Public Works Committee

MEETING/STUDY SESSION DATE: 1/13/2026

COMMITTEE RECOMMENDATION: Do Pass

STAFF RECOMMENDATIONS/MOTION:

A motion approving the acceptance of \$150,000.00 in grant funds from the Federal Highway Administration (FHWA) for use in the Neighborhood Traffic Calming and Intersection Data Collection project (CIP 24-07), and authorizing the Mayor to execute any and all documents necessary to accept the funds, substantially in a form as approved by the City Attorney.

**RESOLUTION NO. 1738
CITY OF SUMNER, WASHINGTON**

A RESOLUTION OF THE CITY OF SUMNER, WASHINGTON, ACCEPTING GRANT FROM FEDERAL HIGHWAY ADMINISTRATION (FHWA) THROUGH HIGHWAY SAFETY IMPROVEMENT PROGRAM (HSIP)

WHEREAS, the City of Sumner applied for a Highway Safety Improvement Program (HSIP) grant from Federal Highway Administration (FHWA) to complete the planning phase of the Neighborhood Traffic Calming and Intersection Data Collection project; and

WHEREAS, FHWA awarded the City a grant of \$150,000 towards the completion of the planning phase of the Neighborhood Traffic Calming and Intersection Data Collection project; and

WHEREAS, City Council acceptance of the grant and authorization for the Mayor to execute a grant agreement is required by law; and

WHEREAS, it is in the City’s interests to accept the grant funds and enter into any necessary grant agreements regarding the same.

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

Section 1. That the City Council of the City of Sumner, Washington, does hereby accept the Highway Safety Improvement Program (HSIP) grant and authorizes the Mayor to execute any necessary funding agreements, and any and all documents necessary to carry out and effectuate the grant acceptance.

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

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

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

ADOPTED AND APPROVED this 20th day of January, 2026.

Carla S. Bowman, Mayor

Approved as to form:

Attest:

Michelle Converse, CMC, City Clerk

Andrea J. Marquez, City Attorney

August 5, 2025

Mr. Michael Kosa, PE
Public Works Director
City of Sumner
1104 Maple Street, Suite 260
Sumner, Washington 98390-1447

**City of Sumner
Traffic Calming and Intersection Data Collection
HSIP-000S(724)
FUND AUTHORIZATION**

Dear Mr. Kosa:

We have received FHWA fund authorization, effective July 31, 2025, for this project as follows:

PHASE	TOTAL	FEDERAL SHARE
Planning	\$150,000	\$150,000

As a condition of authorization, you must show continuous project progress through monthly billings, until your project is complete. Failure to show continuous progress may result in your project becoming inactive per 23 CFR 630.106(a) (5) and subject to de-obligation of all federal funds and agreement closure.

Enclosed for your information and file is a fully executed copy of Local Agency Agreement LA11212 between WSDOT and your agency. All costs exceeding those shown on this agreement are the sole responsibility of your agency. ***Any costs incurred after the Project Agreement End Date shown on the agreement are not eligible for federal reimbursement. In addition, all eligible costs incurred prior to the End Date must be billed within sixty (60) days of the End Date or they are ineligible for federal reimbursement.***

You may proceed with the administration of this project in accordance with your WSDOT approved Certification Acceptance agreement.

Sincerely,



Stephanie Tax
Manager, Program Management
Local Programs

ST:cc:ml
Enclosure

cc: John Ho, PE, Olympic Region Local Programs Engineer

Agency City of Sumner

Address 1104 Maple St, Sumner, WA 98390

ALN 20.205 - Highway Planning and Construction
(Assistance Listing Number)
Project Number HSIP-000S(724)
Agreement Number LA11212
For WSDOT Use Only

The Local Agency having complied, or hereby agreeing to comply, with the terms and conditions set forth in (1) Title 23, U.S. Code Highways, (2) the regulations issued pursuant thereto, (3) 2 CFR Part 200, (4) 2 CFR Part 180 – certifying that the local agency is not excluded from receiving Federal funds by a Federal suspension or debarment, (5) the policies and procedures promulgated by the Washington State Department of Transportation, and (6) the federal aid project agreement entered into between the State and Federal Government, relative to the above project, the Washington State Department of Transportation will authorize the Local Agency to proceed on the project by a separate notification. Federal funds which are to be obligated for the project may not exceed the amount shown herein on line r, column 3, without written authority by the State, subject to the approval of the Federal Highway Administration. All project costs not reimbursed by the Federal Government shall be the responsibility of the Local Agency.

Project Description

Name Neighborhood Traffic Calming and Intersection Data Collection Length 0.00 miles
Termini See Attachment A

Description of Work

Collect data and conduct an intersection and traffic calming study at various locations within City.

Project Agreement End Date December 31, 2030

Indirect Cost Rate
 Yes No

Advertisement Date

Type of Work		Estimate of Funding		
		(1) Estimated Total Project Funds	(2) Estimated Agency Funds	(3) Estimated Federal Funds
PL 100 %	a. Agency	11,940.00	0.00	11,940.00
	b. Other Consultant	133,060.00	0.00	133,060.00
Federal Aid Participation Ratio(s) for PE	c. Other			
	d. State Services	5,000.00	0.00	5,000.00
	e. Total PE Cost Estimate	150,000.00	0.00	150,000.00
Right of Way %	f. Agency			
	g. Other			
Federal Aid Participation Ratio(s) for RW	h. Other			
	i. State Services			
	j. Total R/W Cost Estimate	0.00	0.00	0.00
Construction %	k. Contract			
	l. Other			
Federal Aid Participation Ratio(s) for CN	m. Other			
	n. Other			
	o. Agency			
	p. State Services			
	q. Total CN Cost Estimate	0.00	0.00	0.00
	r. Total Project Cost Estimate	150,000.00	0.00	150,000.00

Agency Official
By *Alisa Overly*
Title City Engineer
Agency Date 7/7/2025

Washington State Department of Transportation
By *Stephanie Tax* Digitally signed by
Director, Local Programs Stephanie Tax
Date Executed Date: 2025.07.29
13:40:16 -07'00'

Construction Method of Financing (Check Method Selected)

State Ad and Award

Method A - Advance Payment - Agency Share of total construction cost (based on contract award)

Method B - Withhold from gas tax the Agency's share of total construction cost (line 5, column 2) in the amount of \$ _____ at \$ _____ per month for _____ months.

Local Force or Local Ad and Award

Method C - Agency cost incurred with partial reimbursement

The Local Agency further stipulates that pursuant to said Title 23, regulations and policies and procedures, and as a condition to payment of the federal funds obligated, it accepts and will comply with the applicable provisions set forth below. Adopted by official action on _____, Resolution/Ordinance No. _____.

Provisions

I. Scope of Work

The Agency shall provide all the work, labor, materials, and services necessary to perform the project which is described and set forth in detail in the "Project Description" and "Type of Work."

When the State acts for and on behalf of the Agency, the State shall be deemed an agent of the Agency and shall perform the services described and indicated in "Type of Work" on the face of this agreement, in accordance with plans and specifications as proposed by the Agency and approved by the State and the Federal Highway Administration.

When the State acts for the Agency but is not subject to the right of control by the Agency, the State shall have the right to perform the work subject to the ordinary procedures of the State and Federal Highway Administration.

II. Delegation of Authority

The State is willing to fulfill the responsibilities to the Federal Government by the administration of this project. The Agency agrees that the State shall have the full authority to carry out this administration. The State shall review, process, and approve documents required for federal aid reimbursement in accordance with federal requirements. If the State advertises and awards the contract, the State will further act for the Agency in all matters concerning the project as requested by the Agency. If the Local Agency advertises and awards the project, the State shall review the work to ensure conformity with the approved plans and specifications.

III. Project Administration

Certain types of work and services shall be provided by the State on this project as requested by the Agency and described in the Type of Work above. In addition, the State will furnish qualified personnel for the supervision and inspection of the work in progress. On Local Agency advertised and awarded projects, the supervision and inspection shall be limited to ensuring all work is in conformance with approved plans, specifications, and federal aid requirements. The salary of such engineer or other supervisor and all other salaries and costs incurred by State forces upon the project will be considered a cost thereof. All costs related to this project incurred by employees of the State in the customary manner on highway payrolls and vouchers shall be charged as costs of the project.

IV. Availability of Records

All project records in support of all costs incurred and actual expenditures kept by the Agency are to be maintained in accordance with local government accounting procedures prescribed by the Washington State Auditor's Office, the U.S. Department of Transportation, and the Washington State Department of Transportation. The records shall be open to inspection by the State and Federal Government at all reasonable times and shall be retained and made available for such inspection for a period of not less than three years from the final payment of any federal aid funds to the Agency. Copies of said records shall be furnished to the State and/or Federal Government upon request.

V. Compliance with Provisions

The Agency shall not incur any federal aid participation costs on any classification of work on this project until authorized in writing by the State for each classification. The classifications of work for projects are:

1. Preliminary engineering.
2. Right of way acquisition.
3. Project construction.

Once written authorization is given, the Agency agrees to show continuous progress through monthly billings. Failure to show continuous progress may result the Agency's project becoming inactive, as described in 23 CFR 630, and subject to de-obligation of federal aid funds and/or agreement closure.

If right of way acquisition, or actual construction of the road for which preliminary engineering is undertaken is not started by the close of the tenth fiscal year following the fiscal year in which preliminary engineering phase was authorized, the Agency will repay to the State the sum or sums of federal funds paid to the Agency under the terms of this agreement (see Section IX).

If actual construction of the road for which right of way has been purchased is not started by the close of the tenth fiscal year following the fiscal year in which the right of way phase was authorized, the Agency will repay to the State the sum or sums of federal funds paid to the Agency under the terms of this agreement (see Section IX).

The Agency agrees that all stages of construction necessary to provide the initially planned complete facility within the limits of this project will conform to at least the minimum values set by approved statewide design standards applicable to this class of highways, even though such additional work is financed without federal aid participation.

The Agency agrees that on federal aid highway construction projects, the current federal aid regulations which apply to liquidated damages relative to the basis of federal participation in the project cost shall be applicable in the event the contractor fails to complete the contract within the contract time.

VI. Payment and Partial Reimbursement

The total cost of the project, including all review and engineering costs and other expenses of the State, is to be paid by the Agency and by the Federal Government. Federal funding shall be in accordance with the Federal Transportation Act, as amended, 2 CFR Part 200. The State shall not be ultimately responsible for any of the costs of the project. The Agency shall be ultimately responsible for all costs associated with the project which are not reimbursed by the Federal Government. Nothing in this agreement shall be construed as a promise by the State as to the amount or nature of federal participation in this project.

The Agency shall bill the state for federal aid project costs incurred in conformity with applicable federal and state laws. The agency shall minimize the time elapsed between receipt of federal aid funds and subsequent payment of incurred costs. Expenditures by the Local Agency for maintenance, general administration, supervision, and other overhead shall not be eligible for federal participation unless a current indirect cost plan has been prepared in accordance with the regulations outlined in 2 CFR Part 200 - Uniform Admin Requirements, Cost Principles and Audit Requirements for Federal Awards, and retained for audit.

The State will pay for State incurred costs on the project. Following payment, the State shall bill the Federal Government for reimbursement of those costs eligible for federal participation to the extent that such costs are attributable and properly allocable to this project. The State shall bill the Agency for that portion of State costs which were not reimbursed by the Federal Government (see Section IX).

1. Project Construction Costs

Project construction financing will be accomplished by one of the three methods as indicated in this agreement.

Method A – The Agency will place with the State, within (20) days after the execution of the construction contract, an advance in the amount of the Agency's share of the total construction cost based on the contract award. The State will notify the Agency of the exact amount to be deposited with the State. The State will pay all costs incurred under the contract upon presentation of progress billings from the contractor. Following such payments, the State will submit a billing to the Federal Government for the federal aid participation share of the cost. When the project is substantially completed and final actual costs of the project can be determined, the State will present the Agency with a final billing showing the amount due the State or the amount due the Agency. This billing will be cleared by either a payment from the Agency to the State or by a refund from the State to the Agency.

Method B – The Agency's share of the total construction cost as shown on the face of this agreement shall be withheld from its monthly fuel tax allotments. The face of this agreement establishes the months in which the withholding shall take place and the exact amount to be withheld each month. The extent of withholding will be confirmed by letter from the State at the time of contract award. Upon receipt of progress billings from the contractor, the State will submit such billings to the Federal Government for payment of its participating portion of such billings.

Method C – The Agency may submit vouchers to the State in the format prescribed by the State, in duplicate, not more than once per month for those costs eligible for Federal participation to the extent that such costs are directly attributable and properly allocable to this project. Expenditures by the Local Agency for maintenance, general administration, supervision, and other overhead shall not be eligible for Federal participation unless claimed under a previously approved indirect cost plan.

The State shall reimburse the Agency for the Federal share of eligible project costs up to the amount shown on the face of this agreement. At the time of audit, the Agency will provide documentation of all costs incurred on the project. The State shall bill the Agency for all costs incurred by the State relative to the project. The State shall also bill the Agency for the federal funds paid by the State to the Agency for project costs which are subsequently determined to be ineligible for federal participation (see Section IX).

VII. Audit of Federal Consultant Contracts

The Agency, if services of a consultant are required, shall be responsible for audit of the consultant's records to determine eligible federal aid costs on the project. The report of said audit shall be in the Agency's files and made available to the State and the Federal Government.

An audit shall be conducted by the WSDOT Internal Audit Office in accordance with generally accepted governmental auditing standards as issued by the United States General Accounting Office by the Comptroller General of the United States; WSDOT Manual M 27-50, Consultant Authorization, Selection, and Agreement Administration; memoranda of understanding between WSDOT and FHWA; and 2 CFR Part 200.501 - Audit Requirements.

If upon audit it is found that overpayment or participation of federal money in ineligible items of cost has occurred, the Agency shall reimburse the State for the amount of such overpayment or excess participation (see Section IX).

VIII. Single Audit Act

The Agency, as a subrecipient of federal funds, shall adhere to the federal regulations outlined in 2 CFR Part 200.501 as well as all applicable federal and state statutes and regulations. A subrecipient who expends \$1,000,000 or more in federal awards from all sources during a given fiscal year shall have a single or program-specific audit performed for that year in accordance with the provisions of 2 CFR Part 200.501. Upon conclusion of the audit, the Agency shall be responsible for ensuring that a copy of the report is transmitted promptly to the State.

IX. Payment of Billing

The Agency agrees that if payment or arrangement for payment of any of the State's billing relative to the project (e.g., State force work, project cancellation, overpayment, cost ineligible for federal participation, etc.) is not made to the State within 45 days after the Agency has been billed, the State shall effect reimbursement of the total sum due from the regular monthly fuel tax allotments to the Agency from the Motor Vehicle Fund. No additional Federal project funding will be approved until full payment is received unless otherwise directed by the Director, Local Programs.

Project Agreement End Date - This date is based on your projects Period of Performance (2 CFR Part 200.309).

Any costs incurred after the Project Agreement End Date are NOT eligible for federal reimbursement. All eligible costs incurred prior to the Project Agreement End Date must be submitted for reimbursement within 60 days after the Project Agreement End Date or they become ineligible for federal reimbursement.

X. Traffic Control, Signing, Marking, and Roadway Maintenance

The Agency will not permit any changes to be made in the provisions for parking regulations and traffic control on this project without prior approval of the State and Federal Highway Administration. The Agency will not install or permit to be installed any signs, signals, or markings not in conformance with the standards approved by the Federal Highway Administration and MUTCD. The Agency will, at its own expense, maintain the improvement covered by this agreement.

XI. Indemnity

The Agency shall hold the Federal Government and the State harmless from and shall process and defend at its own expense all claims, demands, or suits, whether at law or equity brought against the Agency, State, or Federal Government, arising from the Agency's execution, performance, or failure to perform any of the provisions of this agreement, or of any other agreement or contract connected with this agreement, or arising by reason of the participation of the State or Federal Government in the project, PROVIDED, nothing herein shall require the Agency to reimburse the State or the Federal Government for damages arising out of bodily injury to persons or damage to property caused by or resulting from the sole negligence of the Federal Government or the State.

XII. Nondiscrimination Provision

No liability shall attach to the State or Federal Government except as expressly provided herein.

The Agency shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any USDOT-assisted contract and/or agreement or in the administration of its DBE program or the requirements of 49 CFR Part 26. The Agency shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of USDOT-assisted contracts and agreements. The WSDOT's DBE program, as required by 49 CFR Part 26 and as approved by USDOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the Agency of its failure to carry out its approved program, the Department may impose sanctions as provided for under Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).

The Agency hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the rules and regulations of the Secretary of Labor in 41 CFR Chapter 60, which is paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant, contract, loan, insurance, or guarantee or understanding pursuant to any federal program involving such grant, contract, loan, insurance, or guarantee, the required contract provisions for Federal-Aid Contracts (FHWA 1273), located in Chapter 44 of the Local Agency Guidelines.

The Agency further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, that if the applicant so participating is a State or Local Government, the above equal opportunity clause is not applicable to any agency, instrumentality, or subdivision of such government which does not participate in work on or under the contract.

The Agency also agrees:

- (1) To assist and cooperate actively with the State in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and rules, regulations, and relevant orders of the Secretary of Labor.
- (2) To furnish the State such information as it may require for the supervision of such compliance and that it will otherwise assist the State in the discharge of its primary responsibility for securing compliance.
- (3) To refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, government contracts and federally assisted construction contracts pursuant to the Executive Order.
- (4) To carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the State, Federal Highway Administration, or the Secretary of Labor pursuant to Part II, subpart D of the Executive Order.

In addition, the Agency agrees that if it fails or refuses to comply with these undertakings, the State may take any or all of the following actions:

- (a) Cancel, terminate, or suspend this agreement in whole or in part;
- (b) Refrain from extending any further assistance to the Agency under the program with respect to which the failure or refusal occurred until satisfactory assurance of future compliance has been received from the Agency; and
- (c) Refer the case to the Department of Justice for appropriate legal proceedings.

XIII. Liquidated Damages

The Agency hereby agrees that the liquidated damages provisions of 23 CFR Part 635, Subpart 127, as supplemented, relative to the amount of Federal participation in the project cost, shall be applicable in the event the contractor fails to complete the contract within the contract time. Failure to include liquidated damages provision will not relieve the Agency from reduction of federal participation in accordance with this paragraph.

XIV. Termination for Public Convenience

The Secretary of the Washington State Department of Transportation may terminate the contract in whole, or from time to time in part, whenever:

- (1) The requisite federal funding becomes unavailable through failure of appropriation or otherwise.
- (2) The contractor is prevented from proceeding with the work as a direct result of an Executive Order of the President with respect to the prosecution of war or in the interest of national defense, or an Executive Order of the President or Governor of the State with respect to the preservation of energy resources.
- (3) The contractor is prevented from proceeding with the work by reason of a preliminary, special, or permanent restraining order of a court of competent jurisdiction where the issuance of such order is primarily caused by the acts or omissions of persons or agencies other than the contractor.
- (4) The Secretary is notified by the Federal Highway Administration that the project is inactive.
- (5) The Secretary determines that such termination is in the best interests of the State.

XV. Venue for Claims and/or Causes of Action

For the convenience of the parties to this contract, it is agreed that any claims and/or causes of action which the Local Agency has against the State of Washington, growing out of this contract or the project with which it is concerned, shall be brought only in the Superior Court for Thurston County.

XVI. Certification Regarding the Restrictions of the Use of Federal Funds for Lobbying

The approving authority certifies, 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 an 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 any 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 the Standard Form - LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, and contracts and subcontracts under grants, subgrants, loans, and cooperative agreements) which exceed \$100,000, and that all such subrecipients shall certify and disclose accordingly.

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 as 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 required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

XVII. Assurances

Local agencies receiving Federal funding from the USDOT or its operating administrations (i.e., Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration) are required to submit a written policy statement, signed by the Agency Executive and addressed to the State, documenting that all programs, activities, and services will be conducted in compliance with Section 504 and the Americans with Disabilities Act (ADA).

Additional Provisions

ATTACHMENT A

Agency: City of Sumner
Project Title: Neighborhood Traffic Calming and Intersection Data Collection
Project #: HSIP-000S(724)
Agreement #:

Termini:

1. Parker Road E and Meade McCumber Road E
2. Parker Road E and Washington Street
3. Cherry Avenue and Thompson Street
4. North Street and Ryan Avenue
5. Washington Street and Sumner Avenue
6. McMillan Avenue and Washington Street, Everett Street (2 intersections)
7. Bonney Avenue and Washington Street, Everett Street (2 intersections)
8. Additional locations may be included as identified as part of the study

SUBJECT: Resolution No.1739 HSIP Grant Acceptance - Roadway Curve Warning and Delineation

CATEGORY: Consent

BUDGET IMPACT:

Expenditure Required: None

Within Budget Allocation: N/A

ATTACHMENTS:

1. Resolution No.1739 HSIP Grant Acceptance -Roadway Curve Warning

STAFF CONTACT: Thi Le, Engineering Specialist

SUMMARY BACKGROUND:

The City of Sumner was awarded a Highway Safety Improvement Program (HSIP) grant from the Federal Highway Administration (FHWA) to improve roadway safety by evaluating traffic conditions, identifying safety concerns, and recommending targeted improvements along 60th St E (west of Sumner-Tapps Highway E) and 160th St E at Elm St E.

This grant provides \$457,000.00 towards completion of all phases of the project. The project is eligible for 100% HSIP funding, for all phases authorized prior to April 30, 2027. Acceptance of the grant requires the City to enter into a grant agreement.

COUNCIL COMMITTEE/STUDY SESSION: Public Works Committee

MEETING/STUDY SESSION DATE: 1/13/2026

COMMITTEE RECOMMENDATION: Do Pass

STAFF RECOMMENDATIONS/MOTION:

A motion approving the acceptance of \$457,000.00 in grant funds from the Federal Highway Administration (FHWA) for use in the Roadway Curve Warning and Delineation project (CIP 24-08), and authorizing the Mayor to execute any and all documents necessary to accept the funds, substantially in a form as approved by the City Attorney.

**RESOLUTION NO. 1739
CITY OF SUMNER, WASHINGTON**

A RESOLUTION OF THE CITY OF SUMNER, WASHINGTON, ACCEPTING GRANT FROM FEDERAL HIGHWAY ADMINISTRATION (FHWA) THROUGH HIGHWAY SAFETY IMPROVEMENT PROGRAM (HSIP)

WHEREAS, the City of Sumner applied for a Highway Safety Improvement Program (HSIP) grant from Federal Highway Administration (FHWA) to complete the design and construction of the Roadway Curve Warning and Delineation project; and

WHEREAS, FHWA awarded the City a grant of \$457,000 towards the completion of the Roadway Curve Warning and Delineation project; and

WHEREAS, City Council acceptance of the grant and authorization for the Mayor to execute a grant agreement is required by law; and

WHEREAS, it is in the City's interests to accept the grant funds and enter into any necessary grant agreements regarding the same.

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

Section 1. That the City Council of the City of Sumner, Washington, does hereby accept the Highway Safety Improvement Program (HSIP) grant and authorizes the Mayor to execute any necessary funding agreements, and any and all documents necessary to carry out and effectuate the grant acceptance.

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

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

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

ADOPTED AND APPROVED this 20th day of January, 2026 .

Carla S. Bowman, Mayor

Attest:

Approved as to form:

Michelle Converse, CMC, City Clerk

Andrea J. Marquez, City Attorney

October 8, 2024

Mr. Michael Kosa, PE
Public Works Director
City of Sumner
1104 Maple Street, Suite 260
Sumner, WA 98390-1447

**RE: Roadway Curve Warning and Delineation
2024 City Safety Program
Federal Funding**

Dear Mr. Kosa:

WSDOT is pleased to advise you that the above-mentioned safety project was selected to receive funding through FHWA's Highway Safety Improvement Program (HSIP). The federal funding is limited as shown below:

Roadway Curve Warning and Delineation **\$457,000**

Scope: See attached project summary.

NOTE: The project is eligible for 100% HSIP funding, for all phases authorized prior to April 30, 2027. If any phase is not obligated by this date, remaining funding may be rescinded, and the agency will need to re-compete for funding or construct the project with local funds. Scope and funding modifications require prior approval from WSDOT HQ Local Programs.

In order to meet state and federal requirements, the following are required:

- Project expenditures incurred before receiving notice from Local Programs of federal fund authorization are not eligible for reimbursement.
- Please refer to the Local Programs webpage for detailed authorization information, including: (<http://www.wsdot.wa.gov/localprograms/>)
 - ✓ Local Agency Guidelines (LAG) manual for detailed requirements;
 - ✓ Transportation Improvement Program (TIP) and Statewide Transportation Improvement Program (STIP) amendments, as applicable;
 - ✓ Funding and billing forms;
 - ✓ Local Project Report is required to be completed by the end of June and December each year. To access the database you will need an account name and password. Your account name is **Sumner** and your password is **Sumne723**. The password is case sensitive.

Mr. Michael Kosa, PE
City of Sumner
October 8, 2024

- FHWA requires that all projects are ADA compliant upon completion or the federal funds must be repaid.

As a reminder, Local Programs requires all agencies to submit monthly progress billings to ensure timely reimbursement of eligible federal expenditures.

For questions or assistance, please contact your Region Local Programs Engineer, John Ho at 564.669.1018 or John.Ho@wsdot.wa.gov.

Sincerely,



Jay Drye, PE
Director
Local Programs

Attachment

JD:me:cdm

cc: Kelly McGourty, Transportation Director, PSRC
John Ho, PE, Olympic Region Local Programs Engineer
Ed Spilker, City Safety and Traffic Programs Manager

Project Summary

Program: 2024 City Safety Program

Date: September 2024

Agency: City of Sumner

Project Title: Roadway Curve Warning and Delineation

Project Description: Install signing and striping improvements, raised median, and speed feedback signs.

Detailed Project Description: Install profiled edge striping, high visibility curve warning signs with advisory speeds and chevron signage, signing with perimeter LEDs as needed, radar speed feedback signs, and raised curbs within existing medians or two-way left turn lanes.

Locations:

1. 60th St E west of Sumner-Tapps Highway E
2. 160th St E at Elm St E

Project Schedule (Estimated)

Project added to the STIP	1/25
Project agreement signed with WSDOT Local Programs	2/25
Begin PE (phase authorized by FHWA through WSDOT)	2/26
Community/stakeholder engagement complete	11/26
Environmental documents approved by WSDOT	3/27
Begin right-of-way (phase authorized by FHWA through WSDOT)	N/A
Right-of-Way completed (certification by FHWA through WSDOT)	N/A
Contract advertised	4/27
Contract awarded	5/27
Construction complete	10/27


Project Cost and Award Amount

Phase	Total Cost	Local Match	Amount Awarded
Preliminary Engineering	\$143,000	\$0	\$143,000
Right-of-Way	\$0	\$0	\$0
Construction	\$314,000	\$0	\$314,000
Total	\$457,000	\$0	\$457,000

If you agree to the project summary described above, please sign or electronically sign below and return to Ed Spilker at Ed.Spilker@wsdot.wa.gov.

Concurrence: I agree to the project summary described above.

Approving Authority Name (Print): MICHAEL KOSA

Approving Authority Signature:  **Date:** 9-24-24

Agency City of Sumner

Address 1104 Maple St, Sumner, WA 98390

ALN 20.205 - Highway Planning and Construction
(Assistance Listing Number)

Project Number HSIP-000S(722)

Agreement Number LA11202

For WSDOT Use Only

The Local Agency having complied, or hereby agreeing to comply, with the terms and conditions set forth in (1) Title 23, U.S. Code Highways, (2) the regulations issued pursuant thereto, (3) 2 CFR Part 200, (4) 2 CFR Part 180 – certifying that the local agency is not excluded from receiving Federal funds by a Federal suspension or debarment, (5) the policies and procedures promulgated by the Washington State Department of Transportation, and (6) the federal aid project agreement entered into between the State and Federal Government, relative to the above project, the Washington State Department of Transportation will authorize the Local Agency to proceed on the project by a separate notification. Federal funds which are to be obligated for the project may not exceed the amount shown herein on line r, column 3, without written authority by the State, subject to the approval of the Federal Highway Administration. All project costs not reimbursed by the Federal Government shall be the responsibility of the Local Agency.

Project Description

Name Roadway Curve Warning and Delineation

Length 0 miles

Termini See Attachment A

Description of Work

Install profiled edge striping, high visibility curve warning signs with advisory speeds and chevron signage, signing with perimeter LEDs as needed, radar speed feedback signs, and raised curbs within existing medians or two-way left turn lanes, with specific curve treatments based on an engineering study.

Project Agreement End Date December 31, 2030

Advertisement Date

Indirect Cost Rate

Yes No

Type of Work	Estimate of Funding		
	(1) Estimated Total Project Funds	(2) Estimated Agency Funds	(3) Estimated Federal Funds
PE			
100 %			
a. Agency	11,324.00	0.00	11,324.00
b. Other Consultant	126,676.00		126,676.00
Federal Aid Participation Ratio(s) for PE			
c. Other			
d. State Services	5,000.00		5,000.00
e. Total PE Cost Estimate	143,000.00	0.00	143,000.00
Right of Way			
%			
f. Agency			
g. Other			
Federal Aid Participation Ratio(s) for RW			
h. Other			
i. State Services			
j. Total RW Cost Estimate	0.00	0.00	0.00
Construction			
%			
k. Contract			
l. Other			
m. Other			
Federal Aid Participation Ratio(s) for CN			
n. Other			
o. Agency			
p. State Services			
q. Total CN Cost Estimate	0.00	0.00	0.00
r. Total Project Cost Estimate	143,000.00	0.00	143,000.00

Agency Official

By *Stephanie Tax*
Title City Engineer

Agency Date 7/7/2025

Washington State Department of Transportation

By Stephanie Tax
Director, Local Programs

Date Executed

Digitally signed by
Stephanie Tax
Date: 2025.07.23
14:45:17 -07'00'

Construction Method of Financing (Check Method Selected)

State Ad and Award

Method A - Advance Payment - Agency Share of total construction cost (based on contract award)

Method B - Withhold from gas tax the Agency's share of total construction coast (line 5, column 2) in the amount of \$ _____ at \$ _____ per month for _____ months.

Local Force or Local Ad and Award

Method C - Agency cost incurred with partial reimbursement

The Local Agency further stipulates that pursuant to said Title 23, regulations and policies and procedures, and as a condition to payment of the federal funds obligated, it accepts and will comply with the applicable provisions set forth below. Adopted by official action on _____, Resolution/Ordinance No. _____.

Provisions

I. Scope of Work

The Agency shall provide all the work, labor, materials, and services necessary to perform the project which is described and set forth in detail in the "Project Description" and "Type of Work."

When the State acts for and on behalf of the Agency, the State shall be deemed an agent of the Agency and shall perform the services described and indicated in "Type of Work" on the face of this agreement, in accordance with plans and specifications as proposed by the Agency and approved by the State and the Federal Highway Administration.

When the State acts for the Agency but is not subject to the right of control by the Agency, the State shall have the right to perform the work subject to the ordinary procedures of the State and Federal Highway Administration.

II. Delegation of Authority

The State is willing to fulfill the responsibilities to the Federal Government by the administration of this project. The Agency agrees that the State shall have the full authority to carry out this administration. The State shall review, process, and approve documents required for federal aid reimbursement in accordance with federal requirements. If the State advertises and awards the contract, the State will further act for the Agency in all matters concerning the project as requested by the Agency. If the Local Agency advertises and awards the project, the State shall review the work to ensure conformity with the approved plans and specifications.

III. Project Administration

Certain types of work and services shall be provided by the State on this project as requested by the Agency and described in the Type of Work above. In addition, the State will furnish qualified personnel for the supervision and inspection of the work in progress. On Local Agency advertised and awarded projects, the supervision and inspection shall be limited to ensuring all work is in conformance with approved plans, specifications, and federal aid requirements. The salary of such engineer or other supervisor and all other salaries and costs incurred by State forces upon the project will be considered a cost thereof. All costs related to this project incurred by employees of the State in the customary manner on highway payrolls and vouchers shall be charged as costs of the project.

IV. Availability of Records

All project records in support of all costs incurred and actual expenditures kept by the Agency are to be maintained in accordance with local government accounting procedures prescribed by the Washington State Auditor's Office, the U.S. Department of Transportation, and the Washington State Department of Transportation. The records shall be open to inspection by the State and Federal Government at all reasonable times and shall be retained and made available for such inspection for a period of not less than three years from the final payment of any federal aid funds to the Agency. Copies of said records shall be furnished to the State and/or Federal Government upon request.

V. Compliance with Provisions

The Agency shall not incur any federal aid participation costs on any classification of work on this project until authorized in writing by the State for each classification. The classifications of work for projects are:

1. Preliminary engineering.
2. Right of way acquisition.
3. Project construction.

Once written authorization is given, the Agency agrees to show continuous progress through monthly billings. Failure to show continuous progress may result the Agency's project becoming inactive, as described in 23 CFR 630, and subject to de-obligation of federal aid funds and/or agreement closure.

If right of way acquisition, or actual construction of the road for which preliminary engineering is undertaken is not started by the close of the tenth fiscal year following the fiscal year in which preliminary engineering phase was authorized, the Agency will repay to the State the sum or sums of federal funds paid to the Agency under the terms of this agreement (see Section IX).

If actual construction of the road for which right of way has been purchased is not started by the close of the tenth fiscal year following the fiscal year in which the right of way phase was authorized, the Agency will repay to the State the sum or sums of federal funds paid to the Agency under the terms of this agreement (see Section IX).

The Agency agrees that all stages of construction necessary to provide the initially planned complete facility within the limits of this project will conform to at least the minimum values set by approved statewide design standards applicable to this class of highways, even though such additional work is financed without federal aid participation.

The Agency agrees that on federal aid highway construction projects, the current federal aid regulations which apply to liquidated damages relative to the basis of federal participation in the project cost shall be applicable in the event the contractor fails to complete the contract within the contract time.

VI. Payment and Partial Reimbursement

The total cost of the project, including all review and engineering costs and other expenses of the State, is to be paid by the Agency and by the Federal Government. Federal funding shall be in accordance with the Federal Transportation Act, as amended, 2 CFR Part 200. The State shall not be ultimately responsible for any of the costs of the project. The Agency shall be ultimately responsible for all costs associated with the project which are not reimbursed by the Federal Government. Nothing in this agreement shall be construed as a promise by the State as to the amount or nature of federal participation in this project.

The Agency shall bill the state for federal aid project costs incurred in conformity with applicable federal and state laws. The agency shall minimize the time elapsed between receipt of federal aid funds and subsequent payment of incurred costs. Expenditures by the Local Agency for maintenance, general administration, supervision, and other overhead shall not be eligible for federal participation unless a current indirect cost plan has been prepared in accordance with the regulations outlined in 2 CFR Part 200 - Uniform Admin Requirements, Cost Principles and Audit Requirements for Federal Awards, and retained for audit.

The State will pay for State incurred costs on the project. Following payment, the State shall bill the Federal Government for reimbursement of those costs eligible for federal participation to the extent that such costs are attributable and properly allocable to this project. The State shall bill the Agency for that portion of State costs which were not reimbursed by the Federal Government (see Section IX).

1. Project Construction Costs

Project construction financing will be accomplished by one of the three methods as indicated in this agreement.

Method A – The Agency will place with the State, within (20) days after the execution of the construction contract, an advance in the amount of the Agency's share of the total construction cost based on the contract award. The State will notify the Agency of the exact amount to be deposited with the State. The State will pay all costs incurred under the contract upon presentation of progress billings from the contractor. Following such payments, the State will submit a billing to the Federal Government for the federal aid participation share of the cost. When the project is substantially completed and final actual costs of the project can be determined, the State will present the Agency with a final billing showing the amount due the State or the amount due the Agency. This billing will be cleared by either a payment from the Agency to the State or by a refund from the State to the Agency.

Method B – The Agency's share of the total construction cost as shown on the face of this agreement shall be withheld from its monthly fuel tax allotments. The face of this agreement establishes the months in which the withholding shall take place and the exact amount to be withheld each month. The extent of withholding will be confirmed by letter from the State at the time of contract award. Upon receipt of progress billings from the contractor, the State will submit such billings to the Federal Government for payment of its participating portion of such billings.

Method C – The Agency may submit vouchers to the State in the format prescribed by the State, in duplicate, not more than once per month for those costs eligible for Federal participation to the extent that such costs are directly attributable and properly allocable to this project. Expenditures by the Local Agency for maintenance, general administration, supervision, and other overhead shall not be eligible for Federal participation unless claimed under a previously approved indirect cost plan.

The State shall reimburse the Agency for the Federal share of eligible project costs up to the amount shown on the face of this agreement. At the time of audit, the Agency will provide documentation of all costs incurred on the project. The State shall bill the Agency for all costs incurred by the State relative to the project. The State shall also bill the Agency for the federal funds paid by the State to the Agency for project costs which are subsequently determined to be ineligible for federal participation (see Section IX).

VII. Audit of Federal Consultant Contracts

The Agency, if services of a consultant are required, shall be responsible for audit of the consultant's records to determine eligible federal aid costs on the project. The report of said audit shall be in the Agency's files and made available to the State and the Federal Government.

An audit shall be conducted by the WSDOT Internal Audit Office in accordance with generally accepted governmental auditing standards as issued by the United States General Accounting Office by the Comptroller General of the United States; WSDOT Manual M 27-50, Consultant Authorization, Selection, and Agreement Administration; memoranda of understanding between WSDOT and FHWA; and 2 CFR Part 200.501 - Audit Requirements.

If upon audit it is found that overpayment or participation of federal money in ineligible items of cost has occurred, the Agency shall reimburse the State for the amount of such overpayment or excess participation (see Section IX).

VIII. Single Audit Act

The Agency, as a subrecipient of federal funds, shall adhere to the federal regulations outlined in 2 CFR Part 200.501 as well as all applicable federal and state statutes and regulations. A subrecipient who expends \$1,000,000 or more in federal awards from all sources during a given fiscal year shall have a single or program-specific audit performed for that year in accordance with the provisions of 2 CFR Part 200.501. Upon conclusion of the audit, the Agency shall be responsible for ensuring that a copy of the report is transmitted promptly to the State.

IX. Payment of Billing

The Agency agrees that if payment or arrangement for payment of any of the State's billing relative to the project (e.g., State force work, project cancellation, overpayment, cost ineligible for federal participation, etc.) is not made to the State within 45 days after the Agency has been billed, the State shall effect reimbursement of the total sum due from the regular monthly fuel tax allotments to the Agency from the Motor Vehicle Fund. No additional Federal project funding will be approved until full payment is received unless otherwise directed by the Director, Local Programs.

Project Agreement End Date - This date is based on your projects Period of Performance (2 CFR Part 200.309).

Any costs incurred after the Project Agreement End Date are NOT eligible for federal reimbursement. All eligible costs incurred prior to the Project Agreement End Date must be submitted for reimbursement within 60 days after the Project Agreement End Date or they become ineligible for federal reimbursement.

X. Traffic Control, Signing, Marking, and Roadway Maintenance

The Agency will not permit any changes to be made in the provisions for parking regulations and traffic control on this project without prior approval of the State and Federal Highway Administration. The Agency will not install or permit to be installed any signs, signals, or markings not in conformance with the standards approved by the Federal Highway Administration and MUTCD. The Agency will, at its own expense, maintain the improvement covered by this agreement.

XI. Indemnity

The Agency shall hold the Federal Government and the State harmless from and shall process and defend at its own expense all claims, demands, or suits, whether at law or equity brought against the Agency, State, or Federal Government, arising from the Agency's execution, performance, or failure to perform any of the provisions of this agreement, or of any other agreement or contract connected with this agreement, or arising by reason of the participation of the State or Federal Government in the project, PROVIDED, nothing herein shall require the Agency to reimburse the State or the Federal Government for damages arising out of bodily injury to persons or damage to property caused by or resulting from the sole negligence of the Federal Government or the State.

XII. Nondiscrimination Provision

No liability shall attach to the State or Federal Government except as expressly provided herein.

The Agency shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any USDOT-assisted contract and/or agreement or in the administration of its DBE program or the requirements of 49 CFR Part 26. The Agency shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of USDOT-assisted contracts and agreements. The WSDOT's DBE program, as required by 49 CFR Part 26 and as approved by USDOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the Agency of its failure to carry out its approved program, the Department may impose sanctions as provided for under Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).

The Agency hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the rules and regulations of the Secretary of Labor in 41 CFR Chapter 60, which is paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant, contract, loan, insurance, or guarantee or understanding pursuant to any federal program involving such grant, contract, loan, insurance, or guarantee, the required contract provisions for Federal-Aid Contracts (FHWA 1273), located in Chapter 44 of the Local Agency Guidelines.

The Agency further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, that if the applicant so participating is a State or Local Government, the above equal opportunity clause is not applicable to any agency, instrumentality, or subdivision of such government which does not participate in work on or under the contract.

The Agency also agrees:

- (1) To assist and cooperate actively with the State in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and rules, regulations, and relevant orders of the Secretary of Labor.
- (2) To furnish the State such information as it may require for the supervision of such compliance and that it will otherwise assist the State in the discharge of its primary responsibility for securing compliance.
- (3) To refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, government contracts and federally assisted construction contracts pursuant to the Executive Order.
- (4) To carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the State, Federal Highway Administration, or the Secretary of Labor pursuant to Part II, subpart D of the Executive Order.

In addition, the Agency agrees that if it fails or refuses to comply with these undertakings, the State may take any or all of the following actions:

- (a) Cancel, terminate, or suspend this agreement in whole or in part;
- (b) Refrain from extending any further assistance to the Agency under the program with respect to which the failure or refusal occurred until satisfactory assurance of future compliance has been received from the Agency; and
- (c) Refer the case to the Department of Justice for appropriate legal proceedings.

XIII. Liquidated Damages

The Agency hereby agrees that the liquidated damages provisions of 23 CFR Part 635, Subpart 127, as supplemented, relative to the amount of Federal participation in the project cost, shall be applicable in the event the contractor fails to complete the contract within the contract time. Failure to include liquidated damages provision will not relieve the Agency from reduction of federal participation in accordance with this paragraph.

XIV. Termination for Public Convenience

The Secretary of the Washington State Department of Transportation may terminate the contract in whole, or from time to time in part, whenever:

- (1) The requisite federal funding becomes unavailable through failure of appropriation or otherwise.
- (2) The contractor is prevented from proceeding with the work as a direct result of an Executive Order of the President with respect to the prosecution of war or in the interest of national defense, or an Executive Order of the President or Governor of the State with respect to the preservation of energy resources.
- (3) The contractor is prevented from proceeding with the work by reason of a preliminary, special, or permanent restraining order of a court of competent jurisdiction where the issuance of such order is primarily caused by the acts or omissions of persons or agencies other than the contractor.
- (4) The Secretary is notified by the Federal Highway Administration that the project is inactive.
- (5) The Secretary determines that such termination is in the best interests of the State.

XV. Venue for Claims and/or Causes of Action

For the convenience of the parties to this contract, it is agreed that any claims and/or causes of action which the Local Agency has against the State of Washington, growing out of this contract or the project with which it is concerned, shall be brought only in the Superior Court for Thurston County.

XVI. Certification Regarding the Restrictions of the Use of Federal Funds for Lobbying

The approving authority certifies, 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 an 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 any 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 the Standard Form - LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, and contracts and subcontracts under grants, subgrants, loans, and cooperative agreements) which exceed \$100,000, and that all such subrecipients shall certify and disclose accordingly.

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 as 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 required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

XVII. Assurances

Local agencies receiving Federal funding from the USDOT or its operating administrations (i.e., Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration) are required to submit a written policy statement, signed by the Agency Executive and addressed to the State, documenting that all programs, activities, and services will be conducted in compliance with Section 504 and the Americans with Disabilities Act (ADA).

Additional Provisions

ATTACHMENT A

Agency: City of Sumner
Project Title: Roadway Curve Warning and Delineation
Project #: HSIP-000S(722)
Agreement #:

Termini

1. 60th St E west of Sumner Tapps highway E
2. 160 St E at Elm St E

SUBJECT: Stewart Road ITS - Consultant Contract Award

CATEGORY: Consent

BUDGET IMPACT:

Expenditure Required: \$446,172.55

Within Budget Allocation: Yes

ATTACHMENTS:

1. PW Contract

STAFF CONTACT: Courtney Littrell, Assistant Engineering Manager

SUMMARY BACKGROUND:

The Stewart Rd corridor spans through three local agencies, and has signals owned and operated by four agencies. With the many players along the corridor, the seven signals are not coordinated with each other, which leads to the signal timing not matching up with one another, causing delays and traffic. This project aims to connect the many signals along the corridor, and allow them to "talk" to each other, allowing for a smoother traffic flow. Additionally, this project will consist of upgrades to ADA infrastructure where needed.

The City was awarded a grant from the Federal Highway Administration in 2022, through the Puget Sound Regional Council (PSRC), in amount totaling \$402,289, which will cover 86.5% of the project costs in the Preliminary Engineering phase of the project. Fund authorization was effective on February 10, 2025.

In March 2025, the City received two Statements of Qualifications. TranspoGroup USA, Inc. was selected to provide design 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: 1/13/2026

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 (CIP 24-11), 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"/> No DBE Participation <input type="checkbox"/> Yes <input type="checkbox"/> No MBE Participation <input type="checkbox"/> Yes <input type="checkbox"/> No WBE Participation <input type="checkbox"/> Yes <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 card 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.

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	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
labor category	Eng L5	Pm L7	Eng L6	Eng L4	Anal L3	Eng L2	Tech L4	PA L4	PA L5
cost rate	\$77.40	\$108.25	\$88.94	\$65.38	\$50.48	\$46.15	\$58.17	\$58.17	\$68.75

Task	Work Task	Personnel									Hours	Cost	OH	Fee	TOTAL
		JR/C	RP	KT	DGN	BAJ	SHH	NEI	MJR	AMP					
1	Task 01 - Project Management & Coordination										0	\$0			
2	Subtask 1.1: Project Coordination	32	8	16	24						80	\$5,319	10,302.87	1,895.77	18,517.87
3	Subtask 1.2: Progress Reports and Invoices	6									12	\$1,289	2,102.28	386.83	3,778.53
4	Subtask 1.3: Meetings	24	8	16	16						64	\$5,177	8,440.46	1,553.08	15,170.46
5	Subtask 1.4: Project Schedule	8									8	\$619	1,009.59	185.77	1,814.59
6	Task 02 - Stakeholder Coordination										0	\$0			
7	Partner Agency Coordination	12		16	8						36	\$2,875	4,887.40	862.50	8,424.90
8	Utility Coordination	12		8	16		8				44	\$3,056	4,982.13	916.73	8,954.63
9	Signal Timing Coordination Workshops (3)	4		8	4						16	\$1,283	2,091.30	384.81	3,756.80
10	Interface Agreement	8	2	16	4						30	\$2,516	4,102.65	754.90	7,373.90
11	Task 03 - Data Collection & Field Inventory										0	\$0			
12	Subtask 3.1: Topographic Survey	4			4						8	\$571	931.21	171.35	1,673.71
13	Subtask 3.2: As-Built Review and Field Investigation										0	\$0			
14	As-Built Review	2			4		8				14	\$786	1,280.80	235.67	2,302.05
15	Field Inventory	16			16		16				48	\$3,023	4,928.82	906.92	8,858.82
16	Subtask 3.3: Traffic Counts	2									2	\$155	252.40	46.44	453.65
17	Task 04 - Traffic Analysis										0	\$0			
18	Synchro Development	2									2	\$155	252.40	46.44	453.65
19	Evaluate Phasing Modifications	2			4						6	\$416	678.81	124.90	1,220.06
20	Traffic Analysis Memorandum (Draft & Final)	2									2	\$155	252.40	46.44	453.65
21	Traffic Signal Timing Plans	2									2	\$155	252.40	46.44	453.65
22	Task 05 - Potential Technology & Alternatives Evaluation										0	\$0			
23	Subtask 5.1: Stewart Rd ITS Interventions Evaluation/Basis of Design				4						4	\$927	1,511.26	278.08	2,716.26
24	Workshops (2)	4		4	4						12	\$927	1,511.26	278.08	2,716.26
25	Technology/Improvements Evaluation	4		8	8						20	\$1,544	2,517.71	463.27	4,525.21
26	Alternatives Evaluation	4		8	8						20	\$1,544	2,517.71	463.27	4,525.21
27	Draft Document	4		4	8		12				24	\$1,627	2,652.54	488.08	4,767.54
28	Final Document	2		4	8						14	\$1,034	1,685.27	310.10	3,029.02
29	Subtask 5.2: ITS Roadmap										0	\$0			
30	Workshops (6)	8		12		12					32	\$2,292	3,737.38	687.69	6,717.38
31	Existing Conditions Evaluation	2		4	8		8				22	\$1,380	2,249.64	413.94	4,043.39
32	Needs Assessment and Gap Analysis	4		8	4		12		8		24	\$1,627	2,652.54	488.08	4,767.54
33	Technology Evaluation	4		8		12					24	\$1,627	2,652.54	488.08	4,767.54
34	System Sustainability Considerations	4		8		12					24	\$1,627	2,652.54	488.08	4,767.54
35	Implementation Plan	4		8		12					24	\$1,627	2,652.54	488.08	4,767.54
36	Draft ITS Roadmap	4		8	16				8		36	\$2,294	3,740.51	688.27	6,723.01
37	Final ITS Roadmap	2		4	8				4		18	\$1,147	1,870.26	344.13	3,361.51
38	Task 06 - 30% Design										0	\$0			
39	Design Plans	16			32		48				96	\$5,546	9,042.45	1,663.85	16,252.45
40	Civil Design Coordination	2			4		4				10	\$601	979.81	180.29	1,761.06
41	Engineer's Opinion of Probable Construction Costs	2			4		4				10	\$601	979.81	180.29	1,761.06
42	QC	8	2								10	\$832	1,356.05	249.52	2,437.30
43	Design Review	2	2		2						6	\$498	812.06	149.42	1,459.56
44	Task 07 - 60% Design										0	\$0			
45	Design Plans	24			40		56				120	\$7,058	11,506.86	2,117.31	20,881.86
46	Civil/Traffic Control Design Coordination	4			8		8				20	\$1,202	1,959.62	360.58	3,522.12
47	Engineer's Opinion of Probable Construction Costs	2			4		4				10	\$601	979.81	180.29	1,761.06
48	Supporting Calculations	2			2		4				8	\$470	766.60	141.06	1,377.85
49	QC	8	2								10	\$832	1,356.05	249.52	2,437.30
50	Design Review	2	2		2						6	\$498	812.06	149.42	1,459.56
51	Task 08 - 90% Design										0	\$0			
52	Design Plans	24			40		56				120	\$7,058	11,506.86	2,117.31	20,881.86
53	Civil/Traffic Control Design Coordination	4			8		8				20	\$1,202	1,959.62	360.58	3,522.12
54	Project Manual	8	4		24		4				36	\$2,613	4,260.99	784.04	7,658.49
55	Engineer's Opinion of Probable Construction Costs	2			4		4				10	\$601	979.81	180.29	1,761.06
56	Supporting Calculations	2			2		4				8	\$470	766.60	141.06	1,377.85
57	QC	8	2								10	\$832	1,356.05	249.52	2,437.30
58	Design Review	2	2		2						6	\$498	812.06	149.42	1,459.56
59	WSDOT Local Programs Coordination	8	4		4						16	\$1,306	2,128.93	391.73	3,826.43
60	Task 09 - 100% Design										0	\$0			
61	Design Plans	2			4		4				10	\$601	979.81	180.29	1,761.06
62	Civil/Traffic Control Design Coordination	4			4		4				8	\$262	426.41	78.46	766.41
63	Project Manual	2	2		4						8	\$629	1,025.27	188.65	1,842.77
64	Engineer's Opinion of Probable Construction Costs				2		2				2	\$131	213.21	39.23	383.21
65	Supporting Calculations				2		2				2	\$131	213.21	39.23	383.21
66	QC	4	2								6	\$522	851.26	156.63	1,530.01
67	Task 10 - Final Design										0	\$0			
68	Ad-Ready Design Plans	2			2		2				6	\$378	616.10	113.37	1,107.35
69	Ad-Ready Project Manual	2			2		2				4	\$286	465.60	85.67	836.85
70	Final Engineer's Opinion of Probable Construction Costs	2			2		2				6	\$378	616.10	113.37	1,107.35
71	Final Design Supporting Calculation	2			2		2				6	\$378	616.10	113.37	1,107.35
72	Task 11 - Federal Permitting Documentation										0	\$0			
73	Draft & Final Systems Engineering Analysis Worksheet	4	4		8						16	\$1,258	2,050.54	377.31	3,685.54
74	Draft & Final PIF Documentation	4	2		8						14	\$1,045	1,704.08	313.56	3,062.83
75	Draft & Final ROW Certification Documentation	4	4		8						16	\$1,258	2,050.54	377.31	3,685.54
76	Draft & Final NEPA Checklist Document & Mapping	8	4		16		8				36	\$2,460	4,010.16	737.88	7,207.66
77	Draft & Final SADA Certification Documentation	4	2		8						14	\$1,045	1,704.08	313.56	3,062.83
78	Task 12 - Grant Application Assistance										0	\$0			
79	Grant Application Assistance	8	8	8	8			8	8		48	\$3,635	5,925.88	1,090.38	10,650.88
80	Task 13 - Right-of-Way Services										0	\$0			
81	To be included as part of future supplement, if needed.										0	\$0			
82	Task 14 - Bid & Award Support										0	\$0			
83	To be included as part of future supplement, if needed.										0	\$0			
84	Task 15 - Construction Phase Services										0	\$0			
85	To be included as part of future supplement, if needed.										0	\$0			
86	Task 16 - Before-and-After Study										0	\$0			
87	To be included as part of future supplement, if needed.										0	\$0			
88											0	\$0			
Total Hours		366	66	176	398	92	250	16	20	12	1396		\$156,715.93	\$28,836.35	\$281,673.43
Labor Costs		\$28,330	\$7,013	\$15,654	\$26,023	\$4,644	\$11,638	\$931	\$1,163	\$825			\$96,121.15		
Overhead		Rate 163.04%										\$156,715.93			
Fee (as a % of labor)															



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
----------------------------------	--------------------

Total Fee	\$ 94,000.00
------------------	---------------------

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,

A handwritten signature in black ink that reads '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: ADA Transition Plan Update

CATEGORY: Information Only

BUDGET IMPACT:

Expenditure Required: None

Within Budget Allocation: N/A

ATTACHMENTS:

STAFF CONTACT: Courtney Littrell, Assistant Engineering Manager

SUMMARY BACKGROUND:

2025 ADA UPDATE

ADA project accomplishments, future projects and anticipated challenges are part of the City's Americans with Disabilities Act Transition Plan.

ADA Project Accomplishments

The city finished the following projects:

CIP 23-03 Sidewalk Repair Program. This project replaced 589 lineal feet of sidewalk in 2025.

CIP 24-10 Hops Alley and Heritage Park Phase 2. This project is nearing completion, and has installed 344 lineal feet of sidewalks.

Future Projects

CIP 21-11 Maple St & Traffic Avenue Pedestrian Signal & Citywide Traffic Signal Backplates. Project design is completed, and construction will begin in January 2026 with backplate replacement. In Summer 2026, the project will replace five ADA curb ramps and approximately 46 linear feet of sidewalk.

CIP 22-07 Valley Ave Overlay. Project design is nearing completion, and construction will begin in the spring of 2026. This project will replace 3 ADA curb ramps and approximately 42 linear feet of sidewalk.

CIP 24-04 Washington Street Preservation. This project is nearing the end of design, and construction will begin in the spring of 2026. This project will replace 10 ADA curb ramps and approximately 870 linear feet of sidewalk.

CIP 25-03 2026 Sidewalk Repair Programs. This project is nearing the end of design, and construction will begin in the spring of 2026. This project will replace damaged sidewalk due to street trees, and replace sidewalks as part of the Helping Homeowners program. ADA curb ramps will also be replaced as needed.

Anticipated Challenges

Currently there are no anticipated challenges for pursuing the goals of the City of Sumner's ADA Transition Plan.

COUNCIL COMMITTEE/STUDY SESSION: Public Works Committee

MEETING/STUDY SESSION DATE: 1/13/2026

COMMITTEE RECOMMENDATION: Information Only

STAFF RECOMMENDATIONS/MOTION:

Information Only

SUBJECT: Stewart Road Bridge TCE Extension - Manke Lumber

CATEGORY: Consent

BUDGET IMPACT:

Expenditure Required: \$31,000

Within Budget Allocation: Yes

ATTACHMENTS:

1. Temporary Construction Easement - Manke

STAFF CONTACT: Andrew Leach, Senior Associate City Engineer

SUMMARY BACKGROUND:

The Stewart Road corridor provides an important transportation link between West Valley Highway, East Valley Highway, and SR 167 from Auburn, Pacific, Bonney Lake, Pierce County, and Sumner. The existing bridge over the White River is considered “functionally obsolete” and is operating at overcapacity due to the increasing traffic volumes using this corridor. Replacing this bridge is vital to providing the transportation infrastructure for the development of the Sumner/Pacific Manufacturing Industrial Area.

To complete the project, the City needs to extend the temporary construction easement on the property owned by Manke Lumber.

This property is directly south of Butte Avenue at the Manke Lumber manufacturing facility. Manke Lumber is willingly conveying the necessary property to the City for the project, for an agreed-upon price of \$31,000.00. This project is grant funded and this acquisition was negotiated with the assistance of the City's consultant, Tierra-ROW in accordance with all applicable laws.

<p>COUNCIL COMMITTEE/STUDY SESSION: Public Works Committee MEETING/STUDY SESSION DATE: 1/13/2026 COMMITTEE RECOMMENDATION: Do Pass</p>

STAFF RECOMMENDATIONS/MOTION:

Motion to ratify and approve the purchase of a temporary construction easement from Manke Lumber for the Stewart Road Bridge Replacement Project, for a total purchase price of \$31,000.00, and authorizing the Mayor to execute any and all documents necessary to effectuate the purchase.

Excise Tax Exempt

Pierce County, WA

12/29/2025 4:29 PM

Electronically Submitted

LPATTER

202512290390

Electronically Recorded

Pierce County, WA LPATTER

12/29/2025 4:29 PM

Pages: 4 Fee: \$306.50

After recording return document to:

City of Sumner
 Attention: Michael Kosa
 Public Works Department
 1104 Maple Street, Suite 260
 Sumner, WA 98390

Document Title: Temporary Easement**Reference Number of Related Document:** Recording number 202304250426**Grantor:** Manke Lumber Company, Inc.**Grantee:** City of Sumner, a municipal corporation

Legal Description: Ptn: of: Lots 1-7, Block 60, C.D. Hillman's Pacific City Division Number 4, Book 8 of Plats Page 36; Lots 8-10, Block 60, C.D. Hillman's Pacific City Division Number 4, Book 8 of Plats Page 36; Ptn SW ¼ Sec 1, T20N, R4E, W.M.; Ptn Block 60, Plat of C.D. Hillman's Pacific City Division Number 4, Book 8 of Plats Page 36

Additional Legal Description is on Page 4 of Document.**Assessor's Tax Parcel Number:** 4495400412**TEMPORARY EASEMENT**

City of Sumner, Stewart Road Bridge Replacement Project

The Grantor, Manke Lumber Company, Inc. a Washington corporation, for and in consideration of TEN AND NO/100 (\$10.00) DOLLARS, and other valuable consideration, conveys and grants unto the City of Sumner, a municipal corporation and a political subdivision of the State of Washington, and its assigns, Grantee, under the imminent threat of the Grantee's exercise of its right of Eminent Domain, the right, privilege, and easement over, upon, and across the hereinafter described lands for the purpose of the temporary construction easement (TCE) is to rebuild the existing block wall and install high visibility fencing at the edge of the project limits, and upon the following described real property situated in Pierce County, Washington.

Said lands being situated in Pierce County, State of Washington, and described in Exhibits A and B, attached hereto, and made a part hereof.

TEMPORARY EASEMENT

The term of this Temporary Easement shall commence on the date of acceptance of this Temporary Easement by Grantee and shall terminate on December 31, 2027, which includes an inactive period of 6 (six) months and an active period of 18 (eighteen) months, hereinafter the "Term."

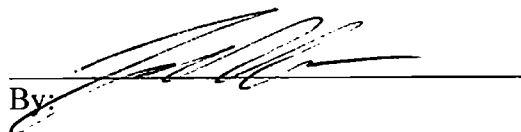
It is further agreed that this Temporary Easement may be extended by up to 1 (one) year at the Grantee's option. The rate associated with this extension shall be at the same rate as the original Temporary Easement, or at the newly established rate determined by an updated waiver valuation; whichever is higher. Grantee shall notify Grantor in writing and render payment prior to exercising this option.

Grantee shall provide Grantor with written notice no less than 14 (fourteen) days in advance of the Grantee's intent to exercise its rights under this Temporary Easement.

It is understood and agreed that delivery of this temporary easement is hereby tendered and that the terms and obligations hereof shall not become binding upon the City of Sumner unless and until accepted and approved hereon in writing for the City of Sumner, by its authorized agent.

Dated: 12/29, 2025

Manke Lumber Company, Inc., a Washington corporation

By: 

President
Its:


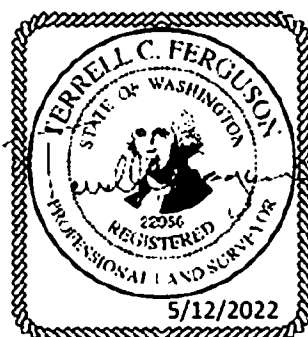
TEMPORARY EASEMENT**Exhibit A**

EXHIBIT "A"
LEGAL DESCRIPTION
PARCEL 4495400412
MANKE TIMBER CO INC
TEMPORARY CONSTRUCTION EASEMENT

THAT PORTION OF NE 1/4 OF THE SW 1/4 OF SECTION 01, TOWNSHIP 20 NORTH, RANGE 04 EAST, W.M., PIERCE COUNTY, WASHINGTON BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE CENTERLINE INTERSECTION POINT OF STEWART RD SE WITH 140TH AVE CT E CENTERLINE; THENCE NORTH 88°25'53" WEST ALONG THE CENTERLINE OF SAID STEWART RD SE, A DISTANCE OF 680.34 FEET; THENCE SOUTH 01°34'07" WEST A DISTANCE OF 21.40 FEET TO A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF SAID STEWART RD SE; THENCE SOUTH 05°13'18" WEST, A DISTANCE OF 20.64 FEET TO THE TRUE POINT OF BEGINNING; THENCE CONTINUE SOUTH 05°13'18" WEST, ALONG EAST LINE OF PARCEL 4495400412, A DISTANCE OF 25.55 FEET; THENCE NORTH 88°25'53" WEST, PARALLEL TO THE SOUTH RIGHT-OF-WAY LINE OF STEWART ROAD, A DISTANCE OF 116.32 FEET; THENCE SOUTH 04°15'51" WEST, A DISTANCE OF 24.15 FEET; THENCE SOUTH 00°27'10" WEST, A DISTANCE OF 58.37 FEET; THENCE NORTH 88°26'29" WEST, A DISTANCE OF 107.41 FEET; THENCE NORTH 01°34'07" EAST A DISTANCE OF 60.00 FEET TO A POINT OF TANGENCY FOR A CURVE; THENCE NORTHWESTERLY ALONG SAID CURVE, HAVING A RADIUS TO THE LEFT OF 61.00 FEET, THROUGH A CENTRAL ANGLE OF 51°53'53", AN ARC DISTANCE OF 55.25 FEET TO A POINT ON SAID SOUTH RIGHT-OF-WAY LINE OF SAID STEWART ROAD SE; THENCE SOUTH 88°25'53" EAST, ALONG SAID RIGHT-OF-WAY LINE, A DISTANCE OF 248.71 FEET TO THE TRUE POINT OF BEGINNING.

Grantor's Initials

SUBJECT: Stewart Road Bridge TCE Extension - Potelco Industries LTD

CATEGORY: Consent

BUDGET IMPACT:

Expenditure Required: \$100,000

Within Budget Allocation: Yes

ATTACHMENTS:

1. Temporary Construction Easement - Potelco

STAFF CONTACT: Andrew Leach, Senior Associate City Engineer

SUMMARY BACKGROUND:

The Stewart Road corridor provides an important transportation link between West Valley Highway, East Valley Highway, and SR 167 from Auburn, Pacific, Bonney Lake, Pierce County, and Sumner. The existing bridge over the White River is considered “functionally obsolete” and is operating at overcapacity due to the increasing traffic volumes using this corridor. Replacing this bridge is vital to providing the transportation infrastructure for the development of the Sumner/Pacific Manufacturing Industrial Area.

To complete the project, the City needs to extend the temporary construction easement on the property owned by Potelco Industries LTD. This property is directly northeast of the Stewart Road Bridge. Potelco Industries LTD is willingly conveying the necessary property to the City for the project, for an agreed-upon price of \$100,000.00. This project is grant funded and this acquisition was negotiated with the assistance of the City's consultant, Tierra-ROW in accordance with all applicable laws.

<p>COUNCIL COMMITTEE/STUDY SESSION: Public Works Committee MEETING/STUDY SESSION DATE: 1/13/2026 COMMITTEE RECOMMENDATION: Do Pass</p>

STAFF RECOMMENDATIONS/MOTION:

Motion to ratify and approve the purchase of a temporary construction easement from Potelco Industries LTD for the Stewart Road Bridge Replacement Project, for a total purchase price of \$100,000.00, and authorizing the Mayor to execute any and all documents necessary to effectuate the purchase.

Excise Tax Exempt

Pierce County, WA

12/29/2025 4:27 PM

Electronically Submitted

LPATTER

202512290388

Electronically Recorded

Pierce County, WA LPATTER

12/29/2025 4:27 PM

Pages: 5

Fee: \$307.50

After recording return document to:

City of Sumner
Public Works Department
1104 Maple Street, Suite 260
Sumner, WA 98390
Attention: Michael Kosa

Document Title: Temporary Easement**Reference Number of Related Document:** Recording number 202302010014**Grantor:** Potelco Industries Limited Partnership**Grantee:** City of Sumner, a municipal corporation**Legal Description:** Ptn of Parcels A and B, City of Sumner Boundary Line Adjustment No. PLN 2012-00017, Recording No. 201208085001**Additional Legal Description is on Pages 4 and 5 of Document.****Assessor's Tax Parcel Number:** 0420012019 & 0420012020**TEMPORARY EASEMENT**

City of Sumner, Stewart Road Bridge Replacement Project

The Grantor, Potelco Industries Limited Partnership, a Washington Limited Partnership, for and in consideration of TEN AND NO/100 (\$10.00) DOLLARS, and other valuable consideration, conveys and grants unto the City of Sumner, a municipal corporation and a political subdivision of the State of Washington, and its assigns, Grantee, under the imminent threat of the Grantee's exercise of its right of Eminent Domain, the right, privilege, and easement over, upon, and across the hereinafter described lands for the purpose of building an access road to excavate and rebuild an existing levee as part of the Stewart Road Bridge Replacement project along, across, and upon the following described real property situated in Pierce County, Washington.

Said lands being situated in Pierce County, State of Washington, and described in Exhibits A and B, attached hereto, and made a part hereof.

TEMPORARY EASEMENT

The term of this Temporary Easement shall commence on the date of acceptance of this Temporary Easement by Grantee and shall terminate on December 31, 2027, which includes a 2 (two) year active period, hereinafter the "Term."

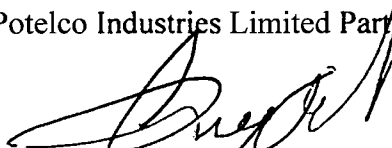

It is further agreed that this Temporary Easement may be extended by up to 1 (one) year at the Grantee's option. The rate associated with this extension shall be at the same rate as the original Temporary Easement, or at the newly established rate determined by an updated waiver valuation; whichever is higher. Grantee shall notify Grantor in writing and render payment prior to exercising this option.

Grantee shall provide Grantor with written notice no less than 14 (fourteen) days in advance of the Grantee's intent to exercise its rights under this Temporary Easement.

It is understood and agreed that delivery of this temporary easement is hereby tendered and that the terms and obligations hereof shall not become binding upon the City of Sumner unless and until accepted and approved hereon in writing for the City of Sumner, by its authorized agent.

Dated: Dec 26, 2025

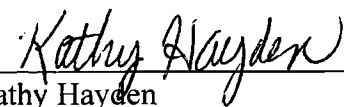
Potelco Industries Limited Partnership, a Washington Limited Partnership

By: 


Its:

Accepted and Approved

City of Sumner

By: 
Kathy Hayden
Mayor

Date: 12/29/25, 20

TEMPORARY EASEMENT

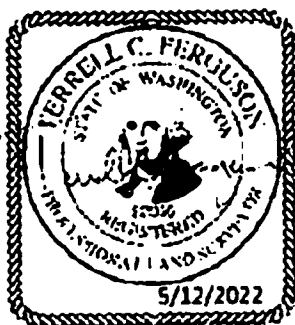
EXHIBIT A

**LEGAL DESCRIPTION
PARCEL 0420012019
POTELCO INDUSTRIES LTD.
TEMPORARY CONSTRUCTION EASEMENT**

THAT PORTION OF THE SE 1/4 OF THE NW 1/4 OF SECTION 01, TOWNSHIP 20 NORTH, RANGE 04 EAST, W.M., PIERCE COUNTY, WASHINGTON BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE CENTERLINE INTERSECTION POINT OF STEWART RD SE WITH THE CENTERLINE OF 140TH AVE CT E; THENCE NORTH 88°25'53" WEST ALONG SAID CENTERLINE OF STEWART RD SE, A DISTANCE OF 192.38 FEET; THENCE NORTH 01°34'07" EAST, A DISTANCE OF 71.00 FEET TO A POINT ON THE SOUTH LINE OF PARCEL 0420012019 AND THE TRUE POINT OF BEGINNING;
THENCE NORTH 88°25'53" WEST, ALONG THE NORTH RIGHT-OF-WAY LINE OF SAID STEWART RD SE AND THE SOUTH PARCEL LINE OF SAID PARCEL 0420012019, A DISTANCE OF 224.00 FEET TO THE WEST LINE OF SAID PARCEL 0420012019;
THENCE NORTH 18°04'57" EAST, ALONG THE WESTERLY LINE OF SAID PARCEL 0420012019, A DISTANCE OF 61.54 FEET TO THE NORTH LINE OF SAID PARCEL 0420012019;
THENCE SOUTH 88°25'53" EAST, ALONG SAID NORTH LINE, A DISTANCE OF 99.07 FEET;
THENCE NORTH 16°17'37" EAST, CONTINUING ALONG SAID NORTH LINE, A DISTANCE OF 88.00 FEET;
THENCE SOUTH 28°59'13" EAST, A DISTANCE OF 167.35 FEET, TO THE TRUE POINT OF BEGINNING.

Grantor's Initials
GA



TEMPORARY EASEMENT

**EXHIBIT "B"
FULL LEGAL DESCRIPTION OF GRANTOR'S PARCEL**

Parcels A and B of City of Sumner Boundary Line Adjustment No. PLN 2012-00017, recorded under Recording No. 201208085001, records of Pierce County, Washington.

SUBJECT: Stewart Road Bridge TCE Extension - Riverside Free Will Baptist Church

CATEGORY: Consent

BUDGET IMPACT:

Expenditure Required: \$14,200

Within Budget Allocation: Yes

ATTACHMENTS:

1. Temporary Construction Easement - Riverside Baptist

STAFF CONTACT: Andrew Leach, Senior Associate City Engineer

SUMMARY BACKGROUND:

The Stewart Road corridor provides an important transportation link between West Valley Highway, East Valley Highway, and SR 167 from Auburn, Pacific, Bonney Lake, Pierce County, and Sumner. The existing bridge over the White River is considered “functionally obsolete” and is operating at overcapacity due to the increasing traffic volumes using this corridor. Replacing this bridge is vital to providing the transportation infrastructure for the development of the Sumner/Pacific Manufacturing Industrial Area.

To complete the project, the City needs to extend the temporary construction easement on the property owned by Riverside Free Will Baptist Church. This property is directly southeast of the Stewart Road Bridge. Riverside Free Will Baptist Church is willingly conveying the necessary property to the City for the project, for an agreed-upon price of \$14,200.00. This project is grant funded and this acquisition was negotiated with the assistance of the City's consultant, Tierra-ROW in accordance with all applicable laws.

<p>COUNCIL COMMITTEE/STUDY SESSION: Public Works Committee MEETING/STUDY SESSION DATE: 1/13/2026 COMMITTEE RECOMMENDATION: Do Pass</p>

STAFF RECOMMENDATIONS/MOTION:

Motion to ratify and approve the purchase of a temporary construction easement from Riverside Free Will Baptist Church for the Stewart Road Bridge Replacement Project, for a total purchase price of \$14,200.00, and authorizing the Mayor to execute any and all documents necessary to effectuate the purchase.

Excise Tax Exempt

Pierce County, WA

12/29/2025 4:31 PM

Electronically Submitted

LPATTER

202512290392

Electronically Recorded

Pierce County, WA LPATTER

12/29/2025 4:31 PM

Pages: 7 Fee: \$309.50

After recording return document to:

City of Sumner
 Attention: Michael Kosa
 Public Works Department
 1104 Maple Street, Suite 260
 Sumner, WA 98390

Document Title: Temporary Easement**Reference Number of Related Document:** Recording number 202304260019**Grantor:** Riverside Free Will Baptist Church**Grantee:** City of Sumner, a municipal corporation**Legal Description:** Ptn of NE ¼ of SW ¼ Sec 1, T20N, R4E, W.M.**Additional Legal Description is on Pages 4, 6, 8-9 of Document.****Assessor's Tax Parcel Number:** 0420013015, 0420013030, 0420013031**TEMPORARY EASEMENT**

City of Sumner, Stewart Road Bridge Replacement Project

The Grantor, Riverside Free Will Baptist Church, a Washington non-profit corporation, for and in consideration of TEN AND NO/100 (\$10.00) DOLLARS, and other valuable consideration, conveys and grants unto the City of Sumner, a municipal corporation and a political subdivision of the State of Washington, and its assigns, Grantee, under the imminent threat of the Grantee's exercise of its right of Eminent Domain, the right, privilege, and easement over, upon, and across the hereinafter described lands for the purpose of the temporary construction easement (TCE) is to rebuild the existing block wall and install high visibility fencing at the edge of the project limits, and upon the following described real property situated in Pierce County, Washington.

Said lands being situated in Pierce County, State of Washington, and described in Exhibits A1-A3, B1-B3, attached hereto, and made a part hereof.

TEMPORARY EASEMENT

The term of this Temporary Easement shall commence on the date of acceptance of this Temporary Easement by Grantee and shall terminate on December 31, 2027, which includes a 2 (two) year active period, hereinafter the "Term."

It is further agreed that this Temporary Easement may be extended by up to 1 (one) year at the Grantee's option. The rate associated with this extension shall be at the same rate as the original Temporary Easement, or at the newly established rate determined by an updated waiver valuation; whichever is higher. Grantee shall notify Grantor in writing, and render payment, prior to exercising this option.

Grantee shall provide Grantor with written notice no less than 14 (fourteen) days in advance of the Grantee's intent to exercise its rights under this Temporary Easement.

It is understood and agreed that delivery of this temporary easement is hereby tendered and that the terms and obligations hereof shall not become binding upon the City of Sumner unless and until accepted and approved hereon in writing for the City of Sumner, by its authorized agent.

Dated: 12/29, 2025

Riverside Free Will Baptist Church, a Washington non-profit corporation

[Signature]
By:

Board Members
Its:

[Signature]
[Signature]

TEMPORARY EASEMENT

Accepted and Approved

City of Sumner

By: Kathy Hayden
Kathy Hayden
Mayor

Date: 12/29/25, 20

Acknowledgment

STATE OF WASHINGTON)

: SS

County of Pierce)

On this 29 day of December 2025 before me personally appeared Pepper Deen, Emory Gearhart to me known to be the Board Members of the corporation Jonathan Nickell that executed the foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that they authorized to execute said instrument.

GIVEN under my hand and official seal the day and year last above written.



[Signature]
Notary Public in and for the State of
Washington, residing at Olympia
My commission expires 3-3-2029

TEMPORARY EASEMENT

EXHIBIT A-1

EXHIBIT "A"

LEGAL DESCRIPTION

PARCEL 0420013015

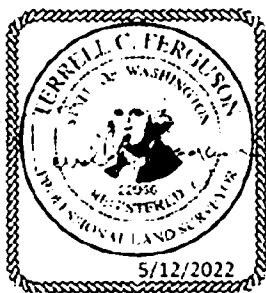
RIVERSIDE FREE WILL BAPTIST CHURCH

TEMPORARY CONSTRUCTION EASEMENT

THAT PORTION OF NE 1/4 OF THE SW 1/4 OF SECTION 01, TOWNSHIP 20 NORTH, RANGE 04 EAST, W.M., PIERCE COUNTY, WASHINGTON BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE CENTERLINE INTERSECTION POINT OF STEWART RD SE WITH THE CENTERLINE OF 140TH AVE CT E; THENCE NORTH 88°25'53" WEST, ALONG THE CENTERLINE OF SAID STEWART RD SE, A DISTANCE OF 85.34 FEET; THENCE SOUTH 01°34'07" WEST, A DISTANCE OF 37.00 FEET TO A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF SAID STEWART RD SE, SAID POINT BEING A POINT OF TANGENCY AND THE TRUE POINT OF BEGINNING, HAVING A RADIUS OF 52.00 FEET, A CENTRAL ANGLE OF 36°07'44", AN ARC DISTANCE OF 32.79 FEET; THENCE NORTH 88°25'53" WEST, A DISTANCE OF 74.97 FEET TO A POINT ON THE WEST LINE OF PARCEL 0420013015; THENCE NORTH 01°08'34" EAST, ALONG THE SAID WEST LINE, A DISTANCE OF 5.00 FEET; THENCE SOUTH 88°25'53" EAST, A DISTANCE OF 14.96 FEET; THENCE NORTH 01°34'07" EAST, A DISTANCE OF 5.00 FEET TO A POINT ON SAID SOUTH RIGHT-OF-WAY LINE OF STEWART RD SE; THENCE SOUTH 88°25'53" EAST, ALONG THE SAID SOUTH RIGHT-OF-WAY LINE A DISTANCE OF 29.39 FEET TO THE TRUE POINT OF BEGINNING.

Grantor's Initials
[Handwritten initials]



TEMPORARY EASEMENT

EXHIBIT A-2

EXHIBIT "A"

LEGAL DESCRIPTION

PARCEL 0420013030

RIVERSIDE FREE WILL BAPTIST CHURCH

TEMPORARY CONSTRUCTION EASEMENT

THAT PORTION OF NE 1/4 OF THE SW 1/4 OF SECTION 01, TOWNSHIP 20 NORTH, RANGE 04 EAST, W.M., PIERCE COUNTY, WASHINGTON BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE CENTERLINE INTERSECTION POINT OF STEWART RD SE WITH THE CENTERLINE OF 140TH AVE CT E; THENCE NORTH 88°25'53" WEST, ALONG THE CENTERLINE OF SAID STEWART RD SE, A DISTANCE OF 129.73 FEET; THENCE SOUTH 01°34'07" WEST A DISTANCE OF 37.00 FEET TO THE NORTHEAST CORNER OF PARCEL 0420013030; THENCE SOUTH 01°08'34" WEST, ALONG THE EAST LINE OF SAID PARCEL 0420013030 A DISTANCE OF 5.00 FEET, TO THE TRUE POINT OF BEGINNING; THENCE CONTINUE SOUTH 01°08'34" WEST, ALONG THE EAST LINE OF SAID PARCEL A DISTANCE OF 5.00 FEET; THENCE NORTH 88°25'53" WEST, PARALLEL WITH THE SOUTH RIGHT-OF-WAY LINE OF STEWART ROAD SE A DISTANCE OF 50.00 FEET TO A POINT ON THE WEST LINE OF SAID PARCEL 0420013030; THENCE NORTH 01°08'34" EAST ALONG THE WEST LINE OF SAID PARCEL 0420013030, A DISTANCE OF 5.00 FEET; THENCE SOUTH 88°25'53" EAST, PARALLEL WITH THE SOUTH RIGHT-OF-WAY LINE OF STEWART RD SE, A DISTANCE OF 50.00 FEET TO THE TRUE POINT OF BEGINNING.

Grantor's Initials
[Handwritten initials]



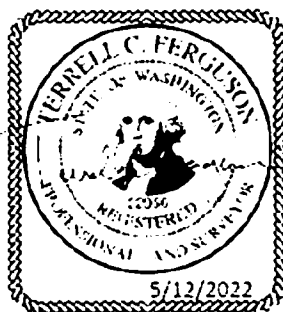
TEMPORARY EASEMENT

EXHIBIT A-3
EXHIBIT "A"
LEGAL DESCRIPTION
PARCEL 0420013031
RIVERSIDE FREE WILL BAPTIST CHURCH
TEMPORARY CONSTRUCTION EASEMENT
SHEET 1 OF 2

THAT PORTION OF SW 1/4 OF SECTION 01, TOWNSHIP 20 NORTH, RANGE 04 EAST, W.M.,
PIERCE COUNTY, WASHINGTON BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE CENTERLINE INTERSECTION POINT OF STEWART RD SE WITH THE
CENTERLINE OF 140TH AVE CT E; THENCE NORTH 88°25'53" WEST, ALONG THE CENTERLINE OF
SAID STEWART RD SE, A DISTANCE OF 189.73 FEET; THENCE SOUTH 01°34'07" WEST, A
DISTANCE OF 37.00 FEET TO A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF SAID
STEWART RD SE AND THE TRUE POINT OF BEGINNING;
THENCE SOUTH 01°34'07" WEST, A DISTANCE OF 5.00 FEET;
THENCE SOUTH 88°25'53" EAST, A DISTANCE OF 10.04 FEET TO A POINT ON THE EAST LINE OF
PARCEL 0420013031;
THENCE SOUTH 01°08'34" WEST, ALONG THE EAST LINE OF SAID PARCEL 0420013031, A
DISTANCE OF 5.00 FEET;
THENCE NORTH 88°25'53" WEST, PARALLEL WITH THE SOUTH RIGHT-OF-WAY LINE OF SAID
STEWART ROAD SE, A DISTANCE OF 100.00 FEET TO A POINT ON THE WEST LINE OF SAID
PARCEL 0420013031;
THENCE NORTH 01°08'34" EAST, ALONG THE WEST LINE OF SAID PARCEL A DISTANCE OF 10.00
FEET TO THE NORTHWEST CORNER OF SAID PARCEL 0420013031;
THENCE SOUTH 88°25'53" EAST, ALONG THE SOUTH RIGHT-OF-WAY LINE OF SAID STEWART RD
SE, A DISTANCE OF 90.00 FEET TO THE TRUE POINT OF BEGINNING.

Grantor's Initials
[Handwritten initials]



TEMPORARY EASEMENT

EXHIBIT A-3 Continued

EXHIBIT "A"

LEGAL DESCRIPTION

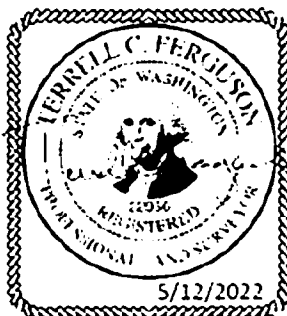
PARCEL 0420013031

RIVERSIDE FREE WILL BAPTIST CHURCH
TEMPORARY CONSTRUCTION EASEMENT
SHEET 2 OF 2

THAT PORTION OF NE 1/4 OF THE SW 1/4 OF SECTION 01, TOWNSHIP 20 NORTH, RANGE 04 EAST, W.M., PIERCE COUNTY, WASHINGTON BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE CENTERLINE INTERSECTION POINT OF STEWART RD SE WITH THE CENTERLINE OF 140TH AVE CT E; THENCE SOUTH 01°08'34" WEST, ALONG THE CENTERLINE OF SAID 140TH AVE CT E, A DISTANCE OF 415.02 FEET TO THE CENTERLINE OF 140TH AVE E; THENCE NORTH 88°25'53" WEST, ALONG SAID CENTERLINE OF 140TH AVE E, A DISTANCE OF 237.40 FEET; THENCE NORTH 01°34'07" EAST, A DISTANCE OF 15.00 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF SAID 140TH AVE E AND THE TRUE POINT OF BEGINNING; THENCE NORTH 88°25'53" WEST ALONG SAID NORTH RIGHT-OF-WAY LINE OF 140TH AVE E, A DISTANCE OF 9.97 FEET TO A POINT OF TANGENCY; THENCE NORTHWESTERLY ALONG SAID RIGHT-OF-WAY LINE OF 140TH AVE E, BEING A CURVE TO THE RIGHT, HAVING A RADIUS OF 33.00 FEET, A CENTRAL ANGLE OF 89°34'27", AN ARC DISTANCE OF 51.59 FEET TO A POINT ON THE WEST LINE OF PARCEL 0420013031; THENCE NORTH 01 °08'34" EAST, ALONG THE WEST LINE OF SAID PARCEL, A DISTANCE OF 18.25 FEET; THENCE SOUTH 38°37'45" EAST, A DISTANCE OF 66.78 FEET TO A POINT ON SAID NORTH RIGHT-OF-WAY LINE OF 140TH AVE E AND THE TRUE POINT OF BEGINNING.

Grantor's Initials
[Handwritten initials]



SUBJECT: Heritage Park - Interim Park Design

CATEGORY: Information Only

BUDGET IMPACT:

Expenditure Required: None

Within Budget Allocation: N/A

ATTACHMENTS:

1. Heritage Interim Park Design

STAFF CONTACT: Drew McCarty, Assistant Engineering Manager, Alisa O'Haver-Ayala , Deputy Public Works Director

SUMMARY BACKGROUND:

For the Main Street Vision Project, in 2022-2023, JETT Landscape Architecture + Design worked with the City to re-imagine Reuben Knoblauch Heritage Park as a more active, useful heart of the City for special events and everyday use. In 2024, JETT completed the full design for Heritage Park and Hops Alley, including the new Heritage Park Event Building and the former buildings at south end of Heritage Park (902-906 Kincaid) were demolished. In 2025, the City constructed Heritage Park Phase 2 & Hops Alley, funded by a grant from Pierce County Lodging Tax, Sumner Lodging Tax, Park Impact Fees, and utility funds.

Future phases of work at Heritage Park will include an event lawn, stage, and community building - as funding allows.

In the meantime, to continue to be able to use the full extents of Heritage Park some interim park improvements are needed at the south end of Heritage Park as demonstrated on the attached, which includes fencing around the concrete slab for use as a temporary sports court, seeding, irrigation, and the installation of temporary commemorative plaques.

<p>COUNCIL COMMITTEE/STUDY SESSION: Publics Works Committee MEETING/STUDY SESSION DATE: 1/13/2026 COMMITTEE RECOMMENDATION: Information Only</p>

STAFF RECOMMENDATIONS/MOTION:

Information Only

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	In closeout
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	\$ 3,000,000.00	D. McCarty	
Parks/Trails/	22-04	Heritage Park Remediation											\$ 570,500.00	\$ 1,000,000.00	D. McCarty	Expected Completion Date:
Parks/Trails/	23-04	Cemetery Irrigation (Phase 2)		C	O	M	P	L	E	T	E		\$ 650,527.57	\$ 650,527.57	A. Leach	Complete & in Closeout
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		C	O	M	P	L	E	T	E		\$ 50,000.00	\$ 50,000.00	D. McCarty	Commissioning on 11/24
Parks/Trails/	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											\$ 290,000.00	\$ 290,000.00	D. McCarty	Working on Design
Facilities	TBD	Senior Center Partitions & Flooring											\$ 240,000.00	\$ 240,000.00	D. McCarty	Bid Packages being Drafted
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	Construction Bid Date: 02/03/2026
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	Complete & in Closeout
Sewer	25-06	Harrison/State Side Sewer Connections											\$ 400,000.00	\$ 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	\$ 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	C. Littrell	Included in Biosolids Modernization
Sewer	TBD	WWTF Biosolids											\$ 415,000.00	\$ 415,000.00	C. Littrell	Included in Biosolids Modernization
Sewer	TBD	WWTF Clarifiers											\$ 100,000.00	\$ 100,000.00	C. Littrell	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	C. Littrell	Included in Biosolids Modernization
Sewer	TBD	WWTF UV System Replacement											\$ 1,648,000.00	\$ 1,648,000.00	C. Littrell	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	\$ 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	C. Littrell	Expected Completion Date: January 2026
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	\$ 406,000.00	R. Wright	Included in 2026 Sidewalk project
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

PRIMARY PROJECT TYPE	PROJECT NUMBER	PROJECT NAME	PRE-2025	2025 Q1	2025 Q2	2025 Q3	2025 Q4	2026 Q1	2026 Q2	2026 Q3	2026 Q4	POST-2026	2025-2026 BUDGET	FULL BUDGET	PROJECT MANAGER(S)	NOTES
Streets	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	U	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 - 90% design in progress. 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 100% Plans, Specification and Estimate
Streets	24-07	Neighborhood Traffic Calming & Intersection Data Collection											\$ 150,000.00	\$ 150,000.00	T. Le	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	85% Design in progress.
Streets	24-11	Stewart Rd ITS											\$ 500,000.00	\$ 3,500,000.00	C. Littrell	Transpo Group to design. Construction is unfunded.
Streets	25-03	Helping Homeowners Sidewalk Program											\$ 128,000.00	\$ 128,000.00	C. Littrell	In Design.
Streets	25-03	Sidewalk Maintenance Program											\$ 84,000.00	\$ 84,000.00	C. Littrell	As needed.
Streets	25-03	Street Tree Program											\$ 500,000.00	\$ 500,000.00	C. Littrell	In Design.
Streets	N/A	ADA Improvements											\$ 80,000.00	\$ 80,000.00	C. Littrell	As needed.
Streets	N/A	SR-167 SB HOT Lane			P	A	U	S	E	D			WSDOT Project Paused	\$ 350,000,000.00	N/A	WSDOT-led project. Project Paused for 2-3 State Bienniums.
Streets	N/A	SR 167 / I-5 Connection Project											WSDOT Funded	\$ 1,000,000,000.00	N/A	WSDOT-led project
Streets	N/A	SR-410 / SR-162 Interchange Improvements			P	A	U	S	E	D			WSDOT Project Paused	\$ 6,650,000.00	C. Littrell	WSDOT-led project. Relocation needed for City water mains. Project Paused for 3 State Bienniums.
Streets	TBD	Hunt Avenue Reconstruction: Main St to State St											\$ 297,000.00	\$ 3,000,000.00	R. Wright	Construction is unfunded.
Streets	TBD	Chip Seal Application											\$ 500,000.00	\$ 500,000.00	G. Singh	Planned for 2026
Streets	W25-01	Crack Seal Application			CO	MP	LE	TE					\$ 161,440.00	\$ 161,440.00	G. Singh	Complete & in Closeout
Streets	W25-02	Pavement Repairs			CO	MP	LE	TE					\$ 142,390.00	\$ 142,390.00	G. Singh	Complete & in Closeout
Streets	W25-03	Roadway Paint Line Application			CO	MP	LE	TE					\$ 82,000.00	\$ 82,000.00	G. Singh	Complete
Streets	W25-04	Roadway Plastic Marking Application			CO	MP	LE	TE					\$ 118,000.00	\$ 118,000.00	G. Singh	Complete
Parks/Trails/	14-01	Fryar Ave Trail											\$ 4,006,000.00	\$ 5,416,000.00	A. Leach	ROW in process.
Parks/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.
Parks/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	In construction
Water	25-05	159th Ave / Riverside Dr to 76th St											\$ 638,000.00	\$ 638,000.00	T. Le	Combined with 2025 Water Main Improvements. Design underway. 30% Design
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. Design underway. 60% Design
Water	25-05	Viewpoint Tank - 171st Ave Ct E											\$ 188,000.00	\$ 188,000.00	T. Le	Combined with 2025 Water Main Improvements. Design underway.
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	

PRIMARY PROJECT TYPE	PROJECT NUMBER	PROJECT NAME	PRE-2025	2025 Q1	2025 Q2	2025 Q3	2025 Q4	2026 Q1	2026 Q2	2026 Q3	2026 Q4	POST-2026	2025-2026 BUDGET	FULL BUDGET	PROJECT MANAGER(S)	NOTES
Water	TBD	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	\$ 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													\$ 180,700,217.42	\$ 1,666,102,310.42		

Legend:

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