



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

<https://sumnerwa-gov.zoom.us/j/85798949755>

Phone one-tap:

+12532158782,,85798949755# US (Tacoma)

+12532050468,,85798949755# US

Join via audio:

+1 253 215 8782 US (Tacoma)

+1 253 205 0468 US

Webinar ID: 857 9894 9755

International numbers available: <https://sumnerwa-gov.zoom.us/j/85798949755>

CALL TO ORDER

Pledge of Allegiance

Invocation

Roll Call: Elfers, Evers, Hochstatter, Kenna, Reinke and Wilsey

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

CONSENT AGENDA

1. Stewart Road ITS - Consultant Contract Award
2. Approval of meeting minutes from the regular meeting of January 20, 2026, the special council meeting of January 26, 2026, the study session of January 26, 2026 and the Joint Study Session of February 9, 2026.
3. Fryar Avenue Trail Project Property Acquisition - Dhaliwal Investment Group 2, LLC
4. Fryar Ave Trail - Right-Of-Way Consultant Agreement Supplement
5. Foster Pilot Water Rights Project - Consultant Contract Amendment
6. Resolution No. 1741 - Setting Public Hearing Date for Vacation of the Alley South of Harrison Street

PUBLIC HEARING

REGULAR BUSINESS

1. **Unfinished Business**
2. **Public Comment (Limit 3 minutes)**
Members of the community who wish to give public comment are strongly encouraged to attend the

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

3. New Business

- a. Ordinance No. 2954 - Allowing Metal Cargo Containers for Emergency Supplies

4. Reports

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

5. Executive Session

6. Adjournment

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

SUBJECT: Stewart Road ITS - Consultant Contract Award

CATEGORY: Consent

BUDGET IMPACT:

Expenditure Required: \$402,811.75

Within Budget Allocation: Yes

ATTACHMENTS:

1. Consultant Contract Award
-

STAFF CONTACT: Courtney Littrell, Assistant Engineering Manager

SUMMARY BACKGROUND:

The Stewart Road corridor spans through three separate cities, and has signals owned and operated by four separate 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 the 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 \$402,811.75 was negotiated for the design of the project. WSDOT has suggested revisions to certain provisions in the agreement that will be incorporated to WSDOT's satisfaction prior to execution, but none of the suggested revisions impact the dollar value or scope of work contained in the agreement.

COUNCIL COMMITTEE/STUDY SESSION: Public Works Committee

MEETING/STUDY SESSION DATE: 2/17/2026

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 \$402,811.75 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: LA-11090

Firm/Organization Legal Name (do not use dba's): Transpo Group USA, Inc.		
Address 12131 113th Ave NE, Suite 203, Kirkland, WA 98034	Federal Aid Number CM-3290(015)	
UBI Number 603-258-009	Federal TIN 46-1523472	
Execution Date	Completion Date December 31, 2027	
1099 Form Required ☐ Yes ☒ No	Federal Participation ☒ Yes ☐ No	
Project Title Stewart Road Corridor ITS		
Description of Work This project involves the implementation of traffic signal/ITS communications along the Stewart Road corridor, traffic signal coordination, ADA improvements, and associated hardware upgrades. The Consultant will engage with stakeholders, collect traffic data, conduct traffic analysis, and evaluate technology alternatives for traffic signal coordination and project improvements. The Consultant will also prepare the PS&E documents for the corridor improvements in compliance with local, state, and federal requirements, including topographic surveying, preparing federal funding (e.g., environmental, BABA, etc.) documentation, and grant application assistance.		
☐ Yes ☐ Yes ☐ Yes ☐ Yes	☒ No DBE Participation ☒ No MBE Participation ☒ No WBE Participation ☒ No SBE Participation	Maximum Amount Payable: 402,811.75

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 City of Sumner, 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: Courtney Littrell
Agency: City of Sumner
Address: 1104 Maple St
City: Sumner State: WA Zip: 98390
Email: courtneyl@sumnerwa.gov
Phone: (253) 299-5710
Facsimile: N/A

If to CONSULTANT:
Name: Ryan Peterson
Agency: Transpo Group USA, Inc.
Address: 12131 113th Ave NE, Suite 203
City: Kirkland State: WA Zip: 98034
Email: ryan.peterson@transpogroup.com
Phone: (425) 821-3665
Facsimile: N/A

IV. Time for Beginning and Completion

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

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

V. Payment Provisions

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

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

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

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

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

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

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

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

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

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

VI. Sub-Contracting

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

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

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

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

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

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

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

VII. Employment and Organizational Conflict of Interest

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

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

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

Agreement Number:

LA-11090

VIII. Nondiscrimination

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

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

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

IX. Termination of Agreement

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

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

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

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

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

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

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

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

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

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

X. Changes of Work

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

XI. Disputes

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

XII. Legal Relations

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

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

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

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

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

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

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

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

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

Insurance Coverage

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

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

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

Name: Courtney Littrell
Agency: City of Sumner
Address: 1104 Maple St
City: Sumner State: WA Zip: 98390
Email: courtneyl@sumnerwa.gov
Phone: (253) 299-5710
Facsimile: N/A

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

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

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

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

XIII. Extra Work

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

XIV. Endorsement of Plans

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

XV. Federal Review

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

XVI. Certification of the Consultant and the Agency

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

XVII. Complete Agreement

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

XVIII. Execution and Acceptance

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

XIX. Protection of Confidential Information

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

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

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

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

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

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

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

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

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

XX. Records Maintenance

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

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

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

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

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

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

Signature

Date

Signature

Date

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

Exhibit A Scope of Work

Project No.

Exhibit A—Scope of Services

Client Name:	City of Sumner	
Project Name:	Stewart Road Corridor ITS	
Federal Aid No.	CM-3290(015)	
Exhibit Dated:	January 20, 2026	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

Exhibit A—Scope of Services

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.

Exhibit A—Scope of Services

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

Exhibit A—Scope of Services

- 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.

Exhibit A—Scope of Services

- 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.

Exhibit A—Scope of Services

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

Exhibit A—Scope of Services

- 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

Exhibit A—Scope of Services

- 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 Engineer's 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

Exhibit A—Scope of Services

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 Engineer's 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

Exhibit A—Scope of Services

- 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 Engineer's 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

Exhibit A—Scope of Services

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.



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.

N/A.

Exhibit C

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

Exhibit C - Preparation and Delivery of Electronic Engineering and Other Data

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

Exhibit C - Preparation and Delivery of Electronic Engineering and Other Data

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.

Exhibit C - Preparation and Delivery of Electronic Engineering and Other Data

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

Exhibit D - Prime Consultant Cost Computations

Transpo Group USA, Inc.
Cost Estimate Worksheet



Number / Project Name
1.24012.PR - Stewart Road Corridor ITS

Rate schedule is effective from June 28, 2025 through June 26, 2026

labor category cost rate	Project Manager	Fed. Funding & QA/QC	Stakeholder Coord. & ITS Planning	ITS/Traffic Design Lead	ITS Analyst	CAD/Design Support	GIS	Graphics	Project Admin
	Eng L5	Prim L7	Eng L6	Eng L4	Anal L3	Eng L2	Tech L4	PA L4	PA L5
	\$77.40	\$106.25	\$88.94	\$65.38	\$51.92	\$48.15	\$58.17	\$58.17	\$68.75

Labor:

Work Task	Hours	Cost
Task 01 - Project Management & Coordination	0	\$0.00
Subtask 1.1: Project Coordination	32	\$6,319.23
Subtask 1.2: Progress Reports and Invoicing	6	\$1,289.42
Subtask 1.3: Meetings	24	\$5,176.92
Subtask 1.4: Project Schedule	8	\$619.23
Task 02 - Stakeholder Coordination	0	\$0.00
Partner Agency Coordination	12	\$2,875.00
Utility Coordination	12	\$3,055.77
Signal Timing/Coordination Workshops (3)	4	\$1,282.69
Interlocal Agreement	8	\$2,516.35
Task 03 - Data Collection & Field Inventory	0	\$0.00
Subtask 3.1: Topographic Survey	4	\$571.15
Subtask 3.2: As-Built Review and Field Investigation	0	\$0.00
As-Built Review	2	\$785.58
Field Inventory	16	\$3,023.08
Subtask 3.3: Traffic Counts	2	\$154.81
Task 04 - Traffic Analysis	0	\$0.00
Synchro Development	2	\$154.81
Evaluate Phasing Modifications	2	\$416.35
Traffic Analysis Memorandum (Draft & Final)	2	\$154.81
Traffic Signal Timing Plans	2	\$154.81
Task 05 - Potential Technology & Alternatives Evaluation	0	\$0.00
Subtask 5.1: Stewart Rd ITS Improvements Evaluation/Basis of Design	0	\$0.00
Workshops (2)	4	\$926.92
Technology/Improvements Evaluation	4	\$1,544.23
Alternatives Evaluation	4	\$1,544.23
Draft Document	4	\$1,937.67
Final Document	2	\$1,033.65
Subtask 6.2: ITS Roadmap	0	\$0.00
Workshops (6)	8	\$2,309.62
Existing Conditions Evaluation	2	\$1,391.35
Needs Assessment and Gap Analysis	4	\$1,644.23
Technology Evaluation	4	\$1,644.23
System Sustainability Considerations	4	\$1,644.23
Implementation Plan	4	\$1,644.23
Draft ITS Roadmap	4	\$2,317.31
Final ITS Roadmap	2	\$1,156.65
Task 06 - 30% Design	0	\$0.00
Design Plans	16	\$5,546.15
Civil Design Coordination	2	\$600.96
Engineer's Opinion of Probable Construction Costs	2	\$600.96
OC	8	\$831.73
Design Review	2	\$498.08
Task 07 - 60% Design	0	\$0.00
Design Plans	24	\$7,057.69
Civil/Traffic Control Design Coordination	4	\$1,201.92
Engineer's Opinion of Probable Construction Costs	2	\$600.96
Supporting Calculations	8	\$470.19
OC	8	\$831.73
Design Review	2	\$498.08
Task 08 - 90% Design	0	\$0.00
Design Plans	24	\$7,057.69
Civil/Traffic Control Design Coordination	4	\$1,201.92
Project Manual	8	\$2,613.46
Engineer's Opinion of Probable Construction Costs	2	\$600.96
Supporting Calculations	2	\$470.19
OC	8	\$831.73
Design Review	2	\$498.08
Task 09 - 100% Design	0	\$0.00
Design Plans	2	\$600.96
Civil/Traffic Control Design Coordination	4	\$1,201.92
Project Manual	2	\$628.85
Engineer's Opinion of Probable Construction Costs	2	\$130.77
Supporting Calculations	2	\$130.77
OC	4	\$522.12
Task 10 - Final Design	0	\$0.00
As-Ready Design Plans	2	\$377.88
As-Ready Project Manual	2	\$285.58
Final Engineer's Opinion of Probable Construction Costs	2	\$377.88
Final Design Supporting Calculation	2	\$377.88
Task 11 - Federal Funding Documentation	0	\$0.00
Draft & Final Systems Engineering Analysis Worksheet	4	\$1,257.69
Draft & Final PIF Documentation	4	\$1,045.19
Draft & Final ROW Certification Documentation	4	\$1,257.69
Draft & Final NEPA Checklist Document & Mapping	8	\$2,459.62
Draft & Final BAP Certification Documentation	4	\$1,045.19
Task 12 - Grant Application Assistance	0	\$0.00
Grant Application Assistance	8	\$3,634.62
Task 13 - Right-of-Way Services	0	\$0.00
To be included as part of future supplement, if needed	0	\$0.00
Task 14 - Bid & Award Support	0	\$0.00
To be included as part of future supplement, if needed	0	\$0.00
Task 15 - Construction Phase Services	0	\$0.00
To be included as part of future supplement, if needed	0	\$0.00
Task 16 - Before-and-After Study	0	\$0.00
To be included as part of future supplement, if needed	0	\$0.00

Total Hours	366	66	176	398	92	250	16	12	1396
Labor Costs	\$28,329.81	\$7,012.50	\$15,653.85	\$26,023.08	\$4,776.92	\$11,538.46	\$930.77	\$1,163.48	\$825.00
Overhead	Rate		163.04%						
Fee (as a % of labor)			27.73%						

Miscellaneous Expenses:	Reimbursable Cost
1 Mileage (79mi round trip x 8 trips @ \$0.725/mi)	\$458.20
2	
3	
4	
5	
6	
7	
8	
9	
10	
11	
12	
Total Reimbursable Expenses	\$458.20

Subconsultants:	Sub Cost
1 Apex Engineering, LLC - Topographic Survey (ROW & Summer Intersections Only)	\$29,060.91
2 PH Consulting, LLC	\$93,415.33
3	
4	
5	
Total Subconsultants	\$122,476.24

OH	Fee	TOTAL
-	-	-
10,302.87	1,752.32	18,374.43
2,102.28	357.56	3,749.26
8,440.46	1,435.56	15,052.94
-	171.71	1,800.54
4,887.40	797.24	8,359.64
4,982.13	847.36	8,885.26
2,091.30	355.69	3,729.68
4,102.65	697.78	7,316.78
-	-	-
931.21	158.38	1,660.74
1,280.80	217.84	2,284.22
4,928.82	838.30	8,790.20
252.40	42.93	450.13
252.40	42.93	450.13
678.81	115.45	1,210.61
252.40	42.93	450.13
252.40	42.93	450.13
-	-	-
1,511.26	257.04	2,695.21
2,517.71	428.22	4,490.16
2,517.71	428.22	4,490.16
1,937.67	329.56	3,455.69
1,885.27	286.63	3,005.56
-	-	-
3,765.60	640.46	6,715.67
2,288.45	385.82	4,049.62
\$1,644.23	455.95	4,780.93
2,680.75	455.95	4,780.93
\$1,644.23	455.95	4,780.93
2,680.75	455.95	4,780.93
\$1,644.23	455.95	4,780.93
\$2,317.31	642.59	6,738.04
\$1,156.65	321.29	3,369.02
9,042.45	1,537.95	16,126.55
\$600.96	166.65	1,747.42
\$600.96	166.65	1,747.42
\$831.73	230.64	2,418.42
\$498.08	138.12	1,448.26
-	-	-
11,506.86	1,957.10	20,521.65
1,959.62	333.29	3,494.83
\$600.96	166.65	1,747.42
\$470.19	130.38	1,367.18
\$831.73	230.64	2,418.42
\$498.08	138.12	1,448.26
\$1,305.77	362.09	3,796.79
-	-	-
\$600.96	166.65	1,747.42
\$261.54	72.52	760.48
\$628.85	174.38	1,828.50
\$130.77	36.26	380.24
\$130.77	36.26	380.24
\$522.12	144.78	1,518.15
-	-	-
11,506.86	1,957.10	20,521.65
1,959.62	333.29	3,494.83
\$2,613.46	724.71	7,599.16
\$600.96	166.65	1,747.42
\$470.19	130.38	1,367.18
\$831.73	230.64	2,418.42
\$498.08	138.12	1,448.26
\$1,305.77	362.09	3,796.79
-	-	-
\$600.96	166.65	1,747.42
\$261.54	72.52	760.48
\$628.85	174.38	1,828.50
\$130.77	36.26	380.24
\$130.77	36.26	380.24
\$522.12	144.78	1,518.15
-	-	-
11,506.86	1,957.10	20,521.65
1,959.62	333.29	3,494.83
\$2,613.46	724.71	7,599.16
\$600.96	166.65	1,747.42
\$470.19	130.38	1,367.18
\$831.73	230.64	2,418.42
\$498.08	138.12	1,448.26
\$1,305.77	362.09	3,796.79
-	-	-
\$600.96	166.65	1,747.42
\$261.54	72.52	760.48
\$628.85	174.38	1,828.50
\$130.77	36.26	380.24
\$130.77	36.26	380.24
\$522.12	144.78	1,518.15
-	-	-
11,506.86	1,957.10	20,521.65
1,959.62	333.29	3,494.83
\$2,613.46	724.71	7,599.16
\$600.96	166.65	1,747.42
\$470.19	130.38	1,367.18
\$831.73	230.64	2,418.42
\$498.08	138.12	1,448.26
\$1,305.77	362.09	3,796.79
-	-	-
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\$600.96	166.65	1,747.42
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\$831.73	230.64	2,418.42
\$498.08	138.12	1,448.26
\$1,305.77	362.09	3,796.79
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\$261.54	72.52	760.48
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\$130.77	36.26	380.24
\$130.77	36.26	380.24
\$522.12	144.78	1,518.15

Exhibit D - Prime Consultant Cost Computations

Actuals Not To Exceed Table (ANTE)

[illegible]

Exhibit D - Prime Consultant Cost Computations

Consultant Fee Calculation Worksheet
Transpo Group USA, Inc.
Stewart Road Corridor ITS

Weighted Guidelines				LAG Manual Guidance	Notes
Factor	Rate	Weight	Value		
Degree of Risk	25	0.25	6.25	Where the design involves no risk, or the degree of risk is very small, the weighting should be .15; as the degree of risk increases, the weighting should be increased up to a maximum of .30. Agreements with options will have, generally, a higher weighted value than agreements without options for which quantities are provided. Other things to consider: nature of the design, responsibility for design, reasonableness of negotiated costs, amount and type of labor included in costs, amount of executive management/principal time required.	This project involves several optional tasks, including ones that require additional information as the design progresses, as well as ones for after the design phase is completed. Other risk items include the need to secure construction funding, multiple jurisdictions being involved and the need for extensive stakeholder coordination, and the potential need for right-of-way as additional information becomes available. Additionally, see Relative Difficulty of Work below for additional items.
Relative Difficulty of Work	20	0.30	6.00	If the design is most difficult and complex, the weighting should be .30 and should be proportionally reduced to .15 on the simplest of jobs. This factor is tied in, to some extent, with the degree of risk. Some things to consider: the nature of the design; what is the time schedule; etc., and whether it is rehabilitation or new work.	This project involves deploying ITS along a corridor that spans multiple jurisdictions, including evaluating and deploying communications and detection technologies. ITS projects are generally more complex; per Chapter 41.3 of the LAG Manual, "systems engineering is a typical part of any ITS project development process. It is required on any federal aid project that has an ITS work element, per 23 CFR 940.11. Systems engineering is an interdisciplinary step-by-step process for complex projects, such as ITS projects..." These types of corridor improvements projects where the existing roadway is not being modified also often come with additional complexities, including hardscape and softscape restorations, right-of-way needs, and additional stakeholder coordination.
Size of Job	15	0.27	4.07	All agreement (estimated) total costs less than \$250,000 shall be weighted at .30. The fee percentage should be proportionately weighted for those projects between \$250,000 and \$999,999 from .29 to .25. Agreements from \$1,000,000 to \$5,000,000 may be proportionately weighted from .24 to .20. Agreements from \$5,000,000 to \$10,000,000 may be proportionately weighted from .19 to .15 and work more than \$10,000,000 at .15.	Weight determined by calculation.
Period of Performance	15	0.30	4.50	Agreements and/or supplements that are 24 months or longer are to be weighted at .30. Agreements and/or supplements of lesser duration are to be proportionately weighted to a minimum of .15 for work less than 2 months.	Weight determined by calculation.
Assistance by the Agency	15	0.30	4.50	To be weighted from .30 in those situations where few items are provided by the agency to .15 in those situations where the agency provides many items. Things to consider: existing or provided design or plans, mapping, quantities, surveys, geotechnical information, etc.	Few items are to be provided by the agency.
Sub-consulting	10	0.24	2.41	To be weighted in proportion to the amount of sub consulting. Where 50% (50 percent) or more of the design is to be done by subconsultants, the weighting is to be .30. The weighting is proportionally decreased to .15 where all the design is performed by the consultant's own forces	Weight determined by calculation.
Total Fee Percentage			27.73		

Total Agreement Cost: \$ 402,811.75
Sub-consultant Costs: \$ 122,476.24
Agreement Duration (Months): 24

Exhibit D - Prime Consultant Cost Computations



**Washington State
Department of Transportation**

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 consultantrates@wsdot.wa.gov.

Regards,

A handwritten signature in black ink that reads "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.

Exhibit E - Sub-consultant Cost Computations

Apex Engineering

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

Budget Summary Phase / Task			Direct Salary Cost	DSC * Overhead	DSC * Fee Amount	Total Labor Including Fee	Expenses	Total
Phase	Task	Description		106.61%	25.33%			
	1	Survey Base Map-2 Intersections Only	\$5,765.00	\$6,146.07	\$1,460.27	\$13,371.34	\$0.00	\$13,371.34
	2	ROW/Survey Control Plan	\$3,380.00	\$3,603.42	\$856.15	\$7,839.57	\$0.00	\$7,839.57
			\$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	\$2,316.42	\$21,210.91	\$0.00	\$21,210.91
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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
		Fee @ 25.33% DSC	\$2,316.43
		Direct Expenses	\$7,850.00
		Total Project Cost:	\$29,060.91

Exhibit E - Sub-consultant Cost Computations

Apex Engineering

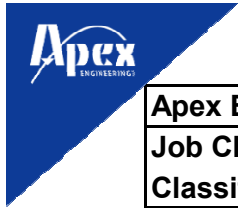
Client: Transpo/City of Sumner
 Project: Sumner Stewart Road ITS
 Project No: 38260

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 Intersections 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

Exhibit E - Sub-consultant Cost Computations

Apex Engineering

ANTE Table



Apex Engineering, LLC				
Job Classification Classification	Direct Rate Rate	2025 ICR 106.61%	Fee 25.33%	Total Rate
Construction Project Manager	\$ 54.00	\$ 57.57	\$ 13.68	\$ 125.25
Survey Project Manager	\$ 59.00	\$ 62.90	\$ 14.94	\$ 136.84
Principal Surveyor	\$ 90.00	\$ 95.95	\$ 22.80	\$ 208.75
Survey Field Coordinator	\$ 62.00	\$ 66.10	\$ 15.70	\$ 143.80
Survey CAD Technician	\$ 46.00	\$ 49.04	\$ 11.65	\$ 106.69
Survey Field Crew Chief	\$ 53.00	\$ 56.50	\$ 13.42	\$ 122.93
Survey Field Crew Chainman	\$ 37.00	\$ 39.45	\$ 9.37	\$ 85.82
Project Expeditor	\$ 47.00	\$ 50.11	\$ 11.91	\$ 109.01
Admin	\$ 50.00	\$ 53.31	\$ 12.67	\$ 115.97

2601 South 35th St. #200 | Tacoma, WA 98409 . apexengineering.net | (253) 473-4494



Exhibit E - Sub-consultant Cost Computations - Apex Engineering

Consultant Fee Calculation Worksheet
Apex Engineering, LLC.
Stewart Road Corridor ITS

Weighted Guidelines				LAG Manual Guidance	Notes
Factor	Rate	Weight	Value		
Degree of Risk	25	0.25	6.25	Where the design involves no risk, or the degree of risk is very small, the weighting should be .15; as the degree of risk increases, the weighting should be increased up to a maximum of .30. Agreements with options will have, generally, a higher weighted value than agreements without options for which quantities are provided. Other things to consider: nature of the design, responsibility for design, reasonableness of negotiated costs, amount and type of labor included in costs, amount of executive management/principal time required.	This project involves several optional tasks, including ones that require additional information as the design progresses, as well as ones for after the design phase is completed. Other risk items include the need to secure construction funding, multiple jurisdictions being involved and the need for extensive stakeholder coordination, and the potential need for right-of-way as additional information becomes available. Additionally, see Relative Difficulty of Work below for additional items.
Relative Difficulty of Work	20	0.20	4.00	If the design is most difficult and complex, the weighting should be .30 and should be proportionally reduced to .15 on the simplest of jobs. This factor is tied in, to some extent, with the degree of risk. Some things to consider: the nature of the design; what is the time schedule; etc., and whether it is rehabilitation or new work.	This project involves collecting topographic survey data across multiple jurisdictions.
Size of Job	15	0.25	3.77	All agreement (estimated) total costs less than \$250,000 shall be weighted at .30. The fee percentage should be proportionately weighted for those projects between \$250,000 and \$999,999 from .29 to .25. Agreements from \$1,000,000 to \$5,000,000 may be proportionately weighted from .24 to .20. Agreements from \$5,000,000 to \$10,000,000 may be proportionately weighted from .19 to .15 and work more than \$10,000,000 at .15.	Weight determined by calculation.
Period of Performance	15	0.30	4.50	Agreements and/or supplements that are 24 months or longer are to be weighted at .30. Agreements and/or supplements of lesser duration are to be proportionately weighted to a minimum of .15 for work less than 2 months.	Weight determined by calculation.
Assistance by the Agency	15	0.30	4.50	To be weighted from .30 in those situations where few items are provided by the agency to .15 in those situations where the agency provides many items. Things to consider: existing or provided design or plans, mapping, quantities, surveys, geotechnical information, etc.	Few items are to be provided by the agency.
Sub-consulting	10	0.23	2.31	To be weighted in proportion to the amount of sub consulting. Where 50% (50 percent) or more of the design is to be done by subconsultants, the weighting is to be .30. The weighting is proportionally decreased to .15 where all the design is performed by the consultant's own forces	Weight determined by calculation.
Total Fee Percentage			25.33		

Sub-contract Agreement Cost: \$ 29,060.91

Sub-consultant Costs: \$ 7,850.00

Agreement Duration (Months): 24

Exhibit E - Sub-consultant Cost Computations

Apex Engineering



**Washington State
Department of Transportation**

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 consultantrates@wsdot.wa.gov.

Regards,

Schatzie Harvey

Schatzie Harvey (Jul 10, 2025 06:44 PDT)

SCHATZIE HARVEY, CPA
Contract Services Manager

SH: kb

Exhibit E - Sub-consultant Cost Computations - PH Consulting

City of Sumner

Sumner Stewart Rd ITS Project

Project No. 25-027

Fee Estimate Summary

PH Consulting Staff Category	Hours	Rate	Cost
Principal	15	\$ 115.00	\$ 1,725.00
Senior Project Manager	79	\$ 95.00	\$ 7,505.00
Senior Traffic Engineer	114	\$ 85.00	\$ 9,690.00
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	523		\$ 35,746.00

Direct Labor Cost \$ 35,746.00

Overhead Rate @ 118.87% of Direct Labor \$ 42,491.27

Fee @26.75% of Direct Labor \$ 9,562.06

Direct Salary Cost \$ **87,799.33**

Direct Expenses	Units	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	\$ -	\$ -
2026 Mileage Rates (8 rt x 20 mi/rt)	160	\$ 0.725 /Mi	\$ 116.00

Sub-Total Direct Expenses \$ **5,616.00**

Total Fee \$ **93,415.33**

Exhibit E - Sub-consultant Cost Computations - PH Consulting

City of Sumner

Sumner Stewart Rd ITS Project

Project No. 25-027

Task Hour Estimate

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	\$ 282.46	\$ 233.34	\$ 208.78	\$ 171.93	\$ 147.37	\$ 135.09	\$ 110.53	\$ 115.44	\$ 85.97	
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	\$ 1,129.85	\$ 4,666.78	\$ 1,670.22	\$ -	\$ -	\$ -	\$ -	\$ 923.53	\$ 171.93	\$ 8,562.31
2.0	Stakeholder Coordination										
	Railroad Coordination	2	6	4	8						20
	Stakeholder Meeting/Workshop (+1 Meeting)		2	2							4
	Preliminary Recommendations (+1 Meeting)		2	1							3
	Final Timing Plan/Recommendations (+1 Meeting)		2	1							3
											0
	Task 2.0 Total Hours	2	12	8	8	0	0	0	0	0	30
	Subtotal Task 2.0	\$ 564.93	\$ 2,800.07	\$ 1,670.22	\$ 1,375.47	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 6,410.68
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	\$ -	\$ 933.36	\$ 1,252.66	\$ -	\$ 294.74	\$ 540.36	\$ 552.65	\$ -	\$ -	\$ 3,573.77
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	\$ 1,412.32	\$ 6,066.81	\$ 13,361.73	\$ -	\$ -	\$ 10,266.92	\$ 2,210.58	\$ -	\$ -	\$ 33,318.35
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	\$ 564.93	\$ 1,166.70	\$ -	\$ 687.74	\$ 2,357.95	\$ 1,215.82	\$ 221.06	\$ -	\$ -	\$ 6,214.19
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	\$ 282.46	\$ 1,166.70	\$ 2,922.88	\$ 1,031.60	\$ 4,126.42	\$ 2,161.46	\$ 5,747.51	\$ -	\$ -	\$ 17,439.02
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	\$ 282.46	\$ 1,166.70	\$ 1,878.99	\$ 171.93	\$ 1,473.72	\$ 1,891.27	\$ 1,768.46	\$ -	\$ -	\$ 8,633.54
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	\$ -	\$ 466.68	\$ 626.33	\$ -	\$ 589.49	\$ 540.36	\$ 442.12	\$ -	\$ -	\$ 2,664.98
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	\$ -	\$ -	\$ 417.55	\$ -	\$ 294.74	\$ 270.18	\$ -	\$ -	\$ -	\$ 982.48
	PH TOTAL HOURS	15	79	114	19	62	125	99	8	2	523
	TOTAL ALL TASKS	\$ 4,236.95	\$ 18,433.78	\$ 23,800.58	\$ 3,266.75	\$ 9,137.06	\$ 16,886.38	\$ 10,942.37	\$ 923.53	\$ 171.93	\$ 87,799.33

Exhibit E - Sub-consultant Cost Computations - PH Consulting

City of Sumner

Sumner Stewart Rd ITS Project

Project No. 25-027

ANTE Table

PH Consulting LLC Summary of Direct Labor Costs January 1, 2026-June 30, 2026				
Job Classifications	Maximum Direct Labor Rate	Indirect Cost Rate 118.87%	Fee 26.75%	Maximum Billing Rate
Principal	\$ 125.00	\$ 148.59	\$ 33.44	\$ 307.03
Sr Project Manager	\$ 120.00	\$ 142.64	\$ 32.10	\$ 294.74
Project Manager	\$ 100.00	\$ 118.87	\$ 26.75	\$ 245.62
Senior Traffic Engineer	\$ 90.00	\$ 106.98	\$ 24.08	\$ 221.06
Traffic Engineer	\$ 85.00	\$ 101.04	\$ 22.74	\$ 208.78
Senior Project Engineer	\$ 90.00	\$ 106.98	\$ 24.08	\$ 221.06
Project Engineer	\$ 80.00	\$ 95.10	\$ 21.40	\$ 196.50
Associate Engineer	\$ 70.00	\$ 83.21	\$ 18.73	\$ 171.93
Engineering Design Technician	\$ 60.00	\$ 71.32	\$ 16.05	\$ 147.37
Engineering Intern	\$ 40.00	\$ 47.55	\$ 10.70	\$ 98.25
CAD Manager	\$ 70.00	\$ 83.21	\$ 18.73	\$ 171.93
CAD Designer III	\$ 60.00	\$ 71.32	\$ 16.05	\$ 147.37
CAD Designer II	\$ 55.00	\$ 65.38	\$ 14.71	\$ 135.09
CAD Designer I	\$ 50.00	\$ 59.44	\$ 13.38	\$ 122.81
Office Administrator	\$ 55.00	\$ 65.38	\$ 14.71	\$ 135.09
Office Assistant	\$ 45.00	\$ 53.49	\$ 12.04	\$ 110.53
Direct non-salary costs will be billed at actual costs. Direct Mileage will be billed at current approved IRS mileage rate.				

Exhibit E - Sub-consultant Cost Computations - PH Consulting

Consultant Fee Calculation Worksheet
PH Consulting, LLC.
Stewart Road Corridor ITS

Weighted Guidelines				LAG Manual Guidance	Notes
Factor	Rate	Weight	Value		
Degree of Risk	25	0.25	6.25	Where the design involves no risk, or the degree of risk is very small, the weighting should be .15; as the degree of risk increases, the weighting should be increased up to a maximum of .30. Agreements with options will have, generally, a higher weighted value than agreements without options for which quantities are provided. Other things to consider: nature of the design, responsibility for design, reasonableness of negotiated costs, amount and type of labor included in costs, amount of executive management/principal time required.	This project involves several optional tasks, including ones that require additional information as the design progresses, as well as ones for after the design phase is completed. Other risk items include the need to secure construction funding, designing ADA compliant facilities, multiple jurisdictions being involved and the need for extensive stakeholder coordination, and the potential need for right-of-way as additional information becomes available. Additionally, see Relative Difficulty of Work below for additional items.
Relative Difficulty of Work	20	0.30	6.00	If the design is most difficult and complex, the weighting should be .30 and should be proportionally reduced to .15 on the simplest of jobs. This factor is tied in, to some extent, with the degree of risk. Some things to consider: the nature of the design; what is the time schedule; etc., and whether it is rehabilitation or new work.	This project involves deploying ITS along a corridor that spans multiple local agency jurisdictions, WSDOT, and a Class 1 Railroad, including evaluating and deploying communications and detection technologies. ITS projects are generally more complex; per Chapter 41.3 of the LAG Manual, "systems engineering is a typical part of any ITS project development process. It is required on any federal aid project that has an ITS work element, per 23 CFR 940.11. Systems engineering is an interdisciplinary step-by-step process for complex projects, such as ITS projects..." These types of corridor improvements projects where the existing roadway is not being modified also often come with additional complexities, including hardscape and softscape restorations, right-of-way needs, and additional stakeholder coordination.
Size of Job	15	0.25	3.82	All agreement (estimated) total costs less than \$250,000 shall be weighted at .30. The fee percentage should be proportionately weighted for those projects between \$250,000 and \$999,999 from .29 to .25. Agreements from \$1,000,000 to \$5,000,000 may be proportionately weighted from .24 to .20. Agreements from \$5,000,000 to \$10,000,000 may be proportionately weighted from .19 to .15 and work more than \$10,000,000 at .15.	Weight determined by calculation.
Period of Performance	15	0.30	4.50	Agreements and/or supplements that are 24 months or longer are to be weighted at .30. Agreements and/or supplements of lesser duration are to be proportionately weighted to a minimum of .15 for work less than 2 months.	Weight determined by calculation.
Assistance by the Agency	15	0.30	4.50	To be weighted from .30 in those situations where few items are provided by the agency to .15 in those situations where the agency provides many items. Things to consider: existing or provided design or plans, mapping, quantities, surveys, geotechnical information, etc.	Few items are to be provided by the agency.
Sub-consulting	10	0.17	1.68	To be weighted in proportion to the amount of sub consulting. Where 50% (50 percent) or more of the design is to be done by subconsultants, the weighting is to be .30. The weighting is proportionally decreased to .15 where all the design is performed by the consultant's own forces	Weight determined by calculation.
Total Fee Percentage			26.75		

Sub-contract Agreement Cost: \$ 93,415.33
Sub-consultant Costs: \$ 5,500.00
Agreement Duration (Months): 24

Exhibit E - Sub-consultant Cost Computations - PH Consulting



**Washington State
Department of Transportation**

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 consultantrates@wsdot.wa.gov.

Regards,

Schatzie Harvey

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

SCHATZIE HARVEY, CPA
Contract Services Manager

SH: kb

Exhibit F - Title VI Assurances Appendix A & E

APPENDIX A

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

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

Exhibit F - Title VI Assurances Appendix A & E

APPENDIX E

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

Pertinent Non-Discrimination Authorities:

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

Exhibit G ***Certification Document***

- Exhibit G-1(a) Certification of Consultant
- Exhibit G-1(b) Certification of City of Sumner
- 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
Tanspo Group USA, Inc.

whose address is

12131 113th Ave NE, Suite 203, Kirkland, WA 98034

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 WSDOT
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.

Transpo Group USA, Inc.

Consultant (Firm Name)

Signature (Authorized Official of Consultant)

Date

Exhibit G-1(b) Certification of City of Sumner

I hereby certify that I am the:

☒ Mayor

☐ Other

of the City of Sumner, and Transpo Group USA, Inc.

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 WSDOT

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 statutes 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.

Transpo Group USA, Inc.

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.

Transpo Group USA, Inc.

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 Transpo Group USA, Inc. * are accurate, complete, and current as of October 3, 2025 **. .

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: Transpo Group USA, Inc.

Signature

Principal

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 \$ N/A .

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

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: \$ N/A .

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

N/A

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 met 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: Approval of meeting minutes from the regular meeting of January 20, 2026, the special council meeting of January 26, 2026, the study session of January 26, 2026 and the Joint Study Session of February 9, 2026.

CATEGORY: Consent

BUDGET IMPACT:

Expenditure Required: None

Within Budget Allocation: N/A

ATTACHMENTS:

1. Regular Meeting Minutes - January 20, 2026
2. Special Meeting Minutes - January 26, 2026
3. Study Session Minutes - January 26, 2026
4. Joint Study Session Minutes - February 9, 2026

STAFF CONTACT:

SUMMARY BACKGROUND:

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

STAFF RECOMMENDATIONS/MOTION:

Motion to approve prior meeting minutes.



CITY COUNCIL MEETING MINUTES
City Hall
1104 Maple Street
January 20, 2026 6:00 PM

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

Staff present: Wilson, Marquez, Johnstone, Ruth, Moericke, Steffens, Palmer, Beagle, Kosa and Converse

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

CALL TO ORDER

Pledge of Allegiance

Invocation

Roll Call: Elfers, Evers, Hochstatter, Kenna, Reinke and Wilsey

COUNCILMEMBER KENNA WAS ABSENT. AS PER COUNCILL RULES OF PROCEDURE, HE INFORMED THE CITY ADMINISTRATOR OF HIS ABSENSE.

MOVED BY REINKE SECONDED BY ELFERS TO EXCUSE COUNCILMEMBER KENNA FROM TONIGHT'S MEETING.

PASSED BY VOICE VOTE.

CONSENT AGENDA

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

1. Approval of the meeting minutes of January 5th, 2026, regular Council meeting and the 12th of January 2026, study session.
2. Approval of checks/electronic payments in the amount of \$5,388,613.18.
3. Hunt Avenue Reconstruction - Design Consultant Agreement
4. Resolution No.1738 - Highway Safety Improvement Program Grant Acceptance – Neighborhood Traffic Calming and Intersection Data Collection
5. Resolution No.1739 - Highway Safety Improvement Program Grant Acceptance - Roadway Curve Warning and Delineation
6. Stewart Road Bridge Temporary Construction Easement Extension - Manke Lumber
7. Stewart Road Bridge Temporary Construction Easement Extension - Potelco Industries LTD
8. Stewart Road Bridge Temporary Construction Easement Extension - Riverside Free Will Baptist Church

PASSED BY VOICE VOTE.

PUBLIC HEARING

There was no Public Hearing tonight.

REGULAR BUSINESS

1. Unfinished Business

2. Public Comment

Randall Adams - 15013 63rd Street Court East.

Kasey Henderson – Sumner, WA

3. New Business

a. Resolution No. 1740 – 2026 Refuse Rates

COUNCILMEMBER REINKE MOVED TO APPROVE RESOLUTION NO. 1740 – 2026 REFUSE RATES. SECONDED BY COUNCILMEMBER WILSEY.

Deputy City Administrator Jeff Steffens spoke.

Amanda Henderson, Sumner, WA commented.

PASSED BY ROLL CALL VOTE.

b. Ordinance No. 2938 – Donation, Naming Rights & Sponsorship

COUNCILMEMBER EVERS MOVED TO APPROVED ORDINANCE NO. 2938 – DONATION, NAMING REIGHTS & SPONSORSHIP. SECONDED BY DEPUTY MAYOR ELFERS.

Deputy City Attorney Doug Ruth spoke to the item.

PASSED BY ROLL CALL VOTE.

3. Reports

a. Council

Deputy Mayor Elfers gave updates on the Finance & Personnel and Public Works Committees

Councilmember Reinke updated the Finance & Personnel Committee, Pierce Council Regional Council.

Councilmember Evers was impressed by the amount of Public Works projects being funded by grants.

Councilmember Hochstatter thanked the Public Works Department for the installation of signage at the corner of Maple and Wood. He also spoke about HOPS Alley and the excitement it has generated within the community. Councilmember Hochstatter reported that he will be serving on two committees, neither of which has met yet, and he will provide updates at the next meeting.

Councilmember Wilsey noted that neither of the two committees she serves on have met yet. Ms. Wilsey concluded her report by encouraging residents to dine local!

b. **City Administrator**

City Administrator Jason Wilson shared the following:

Upcoming Policy Issues:

- January 26th – Special Council Meeting
 - Heritage Park Change Order for Interim Park Improvements
- January 26th – Study Session
 - Council Presentation from Washington Cities Insurance Authority
- February 2nd – Regular Council Meeting (Canceled)
- February 9th – Study Session
 - Joint training with the planning commission regarding Parliamentary Procedures

Miscellaneous:

- Sumner University returns this February on the 11th and 25th. The University provides a participatory overview of significant city services. Attendance is limited to 50 participants, and is filling up quickly. More information can be found on our website.
- The City is accepting applications for the council vacancy. Applications and more information can be found on our website.

c. **Mayor**

Mayor Bowman at the invitation of some residents, she attended a POW WOW. She very much enjoyed themselves. Reflected on her first 20 days in office. The Mayor updated the public on the legislative items and reminded the public that we are paying attention.

4. Executive Session

Mayor Bowman adjourned the regular council meeting into an Executive Session at 6:53pm, for the purposes of Per RCW 42.30.110(1)(i)(ii) To discuss with legal counsel representing the agency litigation or potential litigation. The Executive Session will last 20 minutes and there will be no action to follow.

5. Adjournment

The Regular Meeting was reconvened and adjourned the meeting at 7:13pm. Councilmembers concurred.

ATTEST:

Michelle Converse, CMC, City Clerk

Carla S. Bowman, Mayor



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

Staff present: Wilson, Marquez, Johnstone, Moericke, Windish, Steffens, Kosa, Beagle, Raymond, McCarty, and Converse

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

CALL TO ORDER

Roll Call: Elfers, Evers, Hochstatter, Kenna, Reinke and Wilsey

SPECIAL BUSINESS

1. a. CIP 24-10 Hops Alley & Heritage Park Phase 2 Change Order

MOVED BY ELFERS, SECONDED BY EVERS TO APPROVE CIP 24-10 Hops Alley & Heritage Park Phase 2 Change Order.

Assistant City Engineering Manager Drew McCarty spoke to the item.

Council discussion ensued.

PASSED BY ROLL CALL VOTE.

1. Adjournment

With no additional business before the council, Mayor Bowman adjourned the special meeting at 6:11PM. Councilmembers concurred.

ATTEST:

Michelle Converse, CMC, City Clerk

Carla S. Bowman, Mayor



Staff present: Wilson, Marquez, Windish, Kosa, Johnstone, Steffens, Converse and Moericke

Councilmembers present: Evers, Elfers, Hochstatter, Kenna, Reinke, Wilsey

THE MEETING WAS CALLED TO ORDER AT 6:14PM BY MAYOR BOWMAN.

STUDY SESSION BUSINESS

1. Council Presentation from WCIA

City Administrator Jason Wilson | WCIA Deputy Director Rob Roscoe

CITY ADMINISTRATOR REPORT

AGENDA SETTING

1. Council Meeting Agenda Calendar
2. Council Committee Meeting Agenda Calendar

EXECUTIVE SESSION

The meeting was adjourned at 7:05pm.

Michelle Converse, City Clerk

Attest:

Carla S. Bowman, Mayor



The Sumner City Council met in a joint study session with members of the Planning Commission for the purposes of training by Jurassic Parliament called, Great Meetings. The training began at 6pm and ended at 7:46pm.

Staff present: Wilson, Marquez, Windish, Beagle, Ruth, Steffens, Converse, Parisot, Walker and McCurdy

Councilmembers present: Bowman, Evers, Elfers, Hochstatter, Kenna, Reinke, Wilsey

Planning Commissioners present: Malcolm, Fochtman and Huo (virtually)

Michelle Converse, City Clerk

Attest:

Carla S. Bowman, Mayor

SUBJECT: Fryar Avenue Trail Project Property Acquisition - Dhaliwal Investment Group 2, LLC

CATEGORY: Consent

BUDGET IMPACT:

Expenditure Required: \$1,600.00

Within Budget Allocation: Yes

ATTACHMENTS:

1. Acquisition Documents -Dhaliwal

STAFF CONTACT: Andrew Leach, Senior Associate City Engineer

SUMMARY BACKGROUND:

The Fryar Trail Project will construct approximately 3,300 linear feet of shared use path that parallels Fryar Avenue from West Main Street to Puyallup Street. In order to construct the project, partial acquisitions and/or easements are needed from twenty-three parcels along the project corridor. These twenty-three parcels are owned by thirteen different property owners. The City of Sumner was awarded \$655,143 in Federal CMAQ funding for right of way purchases and \$5,000,000 in WSDOT Pedestrian & Bicycle Safety Program state funds for completing the design, right of way, and construction of the project.

As part of the anticipated Fryar Avenue Trail project, the City is currently in the property acquisition phase. Dhaliwal Investment Group 2, LLC is a property owner within the project footprint. Dhaliwal Investment Group is willingly conveying the necessary property to the City for the project, for an agreed-upon price of \$1,600.00. This project is grant funded and this acquisition was negotiated with the assistance of the City's consultant, Commonstreet in accordance with all applicable laws.

COUNCIL COMMITTEE/STUDY SESSION: Public Works Committee

MEETING/STUDY SESSION DATE: 2/3/2026

COMMITTEE RECOMMENDATION: Do Pass

STAFF RECOMMENDATIONS/MOTION:

Motion authorizing the negotiated purchase of property from Dhaliwal Investment Group 2, LLC for purposes of constructing the Fryar Avenue Trail project for \$1,600 and authorizing Mayor to execute any and all documents necessary to effectuate the purchase in a form as approved by the City Attorney.

After recording return document to:

City of Sumner
1104 Maple Street
Sumner, WA 98390

Document Title: Warranty Deed
Grantor: Dhaliwal Investment Group 2, LLC
Grantee: City of Sumner
Legal Description: Ptn. LT 2, PC SP NO. 78-696, VOL 29, PG 33
Additional Legal Description is on Pages 5 and 6 of Document
Assessor's Tax Parcel Number: Ptn. 0420247009

WARRANTY DEED

CITY OF SUMNER FRYAR AVENUE SHARED USE TRAIL

The Grantor(s), Dhaliwal Investment Group 2, LLC, a Washington limited liability company, for and in consideration of the sum of TEN AND NO/100 (\$10.00) Dollars, and other valuable consideration, hereby convey(s) and warrant(s) to the City of Sumner, Grantee, the following described real property situated in Pierce County, in the State of Washington, under the imminent threat of the Grantee's exercise of its rights of Eminent Domain, together with any after acquired interest of the grantor:

For legal description and additional conditions
See Exhibit A and B attached hereto and made a part hereof.

Also, the undersigned hereby requests the Assessor and Treasurer of said County to set over to the remainder of the herein described Parcel "A" the lien of all unpaid taxes, if any, affecting the property hereby conveyed, as provided by RCW 84.60.070.

It is understood and agreed that delivery of this deed 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.

WARRANTY DEED

Date: 1/10/, 2025 ~~2025~~ 2026

Dhaliwal Investment Group 2, LLC, a Washington limited liability company

By: Manpreet Dhaliwal

Manpreet Dhaliwal, Member

By: Navdeep Kaur

Navdeep Kaur, Member

Accepted and Approved

City of Sumner

By: _____

Carla Bowman
Mayor of the City of Sumner

Date: _____

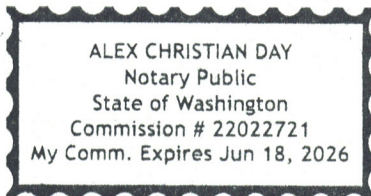
WARRANTY DEED

ACKNOWLEDGMENT (Limited Liability Company)

STATE OF WASHINGTON)
)
County of Pierce)

I certify that I know or have satisfactory evidence that Manpreet Dhaliwal is the person who appeared before me, and said person acknowledged he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the Member of Dhaliwal Investment Group 2, LLC, a Washington limited liability company, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED this 10th day of January, 2025²⁶.



Alex Day
(Print Name)
[Signature]
Notary Public in and for the State of Washington
Residing at Shoreline

My Appointment Expires:

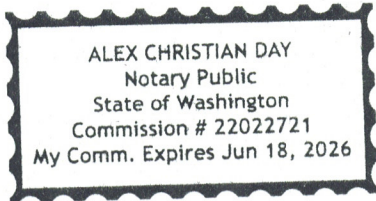
6/18/2026

WARRANTY DEED

STATE OF WASHINGTON)
)
County of Pierce)

I certify that I know or have satisfactory evidence that Navdeep Kaur is the person who appeared before me, and said person acknowledged she signed this instrument, on oath stated that she was authorized to execute the instrument and acknowledged it as the Member of Dhaliwal Investment Group 2, LLC, a Washington limited liability company, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED this 10th day of January, 2025²⁶.



Alex Day
(Print Name)
[Signature]
Notary Public in and for the State of Washington
Residing at Shoreline

My Appointment Expires:
6/18/2026

EXHIBIT A
PARCEL NO. 0420247009
RIGHT OF WAY ACQUISITION

THAT PORTION OF THE HEREINAFTER DESCRIBED PARCEL "A", LYING WESTERLY OF THE FOLLOWING DESCRIBED LINE:

BEGINNING AT A POINT OPPOSITE STATION Rwl 14+26.10, AS SHOWN ON CITY OF SUMNER "FRYAR AVENUE SHARED USE TRAIL RIGHT OF WAY PLANS" ON FILE WITH THE CITY, 14.34 FEET EASTERLY THEREFROM;

THENCE SOUTHERLY IN A STRAIGHT LINE TO A POINT OPPOSITE STATION 13+92.00, 14.55 FEET EASTERLY THEREFROM AND THE TERMINUS OF SAID DESCRIBED LINE.

CONTAINING 209 SQUARE FEET, MORE OR LESS.

PARCEL "A":
(PER CHICAGO TITLE COMPANY ORDER NO. 242495, DATED JULY 23, 2024)

LOT 2, PIERCE COUNTY SHORT PLAT NO. 78-696, ACCORDING TO THE PLAT THEREOF RECORDED SEPTEMBER 19, 1978 IN VOLUME 29 OF SHORT PLATS, PAGE 33, RECORDS OF PIERCE COUNTY, WASHINGTON.

09/24/24



SW 1/4, SEC. 24, T. 20 N., R. 4 E., W.M.

TAX LOT NUMBER
0420243011

TAX LOT NUMBER
0420243017

TAX LOT NUMBER
0420247008

⑤
TAX LOT NUMBER
0420247009

RWL

14+26.10,
14.34' R

RIGHT OF WAY
AREA = 209 S.F.±

13+92.00,
14.55' R

PROPERTY LINE

EXISTING RIGHT OF WAY

CANNERY WAY



N.T.S.

DATE: SEPTEMBER 4, 2024

FILE: 5.DWG

KPG
PSOMAS

Seattle
3131 Elliott Avenue, Suite 400
Seattle, WA 98121 206.286.1640
Tacoma | Wenatchee | KPG.com

EXHIBIT B
PARCEL 0420247009
RIGHT OF WAY ACQUISITION

REAL PROPERTY VOUCHER

AGENCY NAME City of Sumner 1104 Maple Street Sumner, WA 98390		I hereby certify under penalty of perjury that the items and amounts listed herein are proper charges against the Agency, that the same or any part thereof has not been paid, and that I am authorized to sign for the claimant.			
GRANTOR OR CLAIMANT (NAME, ADDRESS) Dhaliwal Investment Group 2, LLC 28525 318th Drive SE Ravensdale, WA 98051		TIN/SSN:		SIGNATURE (IN INK) FOR EACH CLAIMANT X <i>Manpreet Dhaliwal</i> Manpreet Dhaliwal, Member	DATED 1/10/26
		PROJECT NO. AND TITLE Fryar Avenue Shared Use Trail A15.0029		X <i>Navdeep Kaur</i> Navdeep Kaur, Member	
FEDERAL AID NO. TAP 1270(012)		PARCEL NO. 0420247009			
In full, complete and final payment and settlement for the title or interest conveyed or released, as fully set forth in: Warranty Deed				DATED 1/10/2026	\$ AMOUNT
LAND: Fee Acquisition: 209 SF				+	\$800.00
IMPROVEMENTS:				+	
DAMAGES: Cost to Cure Proximity Other				+ + +	
SPECIAL BENEFITS					
JC (Just Compensation) Amount					\$800.00
REMAINDER: Uneconomic Remnant Excess Acquisition				+ + +	
ADMINISTRATIVE SETTLEMENT				+	
STATUTORY EVALUATION ALLOWANCE				+	
ESCROW FEE				+	
REAL ESTATE EXCISE TAX				+	
OTHER:				+	
ACQUISITION AGENT <i>[Signature]</i>		DATE 1/10/26	Voucher No.		TOTAL AMOUNT PAID \$1,600.00
AUTHORIZED AGENT FOR AGENCY		DATE			

SUBJECT: Fryar Ave Trail - Right-Of-Way Consultant Agreement Supplement

CATEGORY: Consent

BUDGET IMPACT:

Expenditure Required: \$58,969.42

Within Budget Allocation: Yes

ATTACHMENTS:

1. Consultant Supplement #2
-

STAFF CONTACT: Andrew Leach, Senior Associate City Engineer

SUMMARY BACKGROUND:

The Fryar Trail Project will construct approximately 3,300 linear feet of shared use path that parallels Fryar Avenue from West Main Street to Puyallup Street. In order to construct the project, partial acquisitions and/or easements are needed from twenty-three parcels along the project corridor. These twenty-three parcels are owned by thirteen different property owners. The City of Sumner was awarded \$655,143 in Federal CMAQ funding for right of way purchases and \$5,000,000 in WSDOT Pedestrian & Bicycle Safety Program state funds for completing the design, right of way, and construction of the project.

After a public Request for Qualifications solicitation to perform this service, qualifications from four (4) firms were received. City Staff reviewed the qualifications and found Commonstreet Consulting to be qualified to perform this work. A negotiated scope and budget were prepared with a total contract amount of \$240,115.85. Due to inexact process of estimating labor hours for property negotiations that is largely controlled by the responses of property owners, a contract supplement is needed. This supplement increases the total contract value by \$58,969.42 to a new total amount of \$299,085.27, based on a best estimate of the remaining work. This contract and supplement will be fully funded by the WSDOT Pedestrian and Bicycle Program grant.

COUNCIL COMMITTEE/STUDY SESSION: Public Works Committee

MEETING/STUDY SESSION DATE: 2/3/2026

COMMITTEE RECOMMENDATION: Do Pass

STAFF RECOMMENDATIONS/MOTION:

A motion approving a supplement to Commonstreet's Consultant Services Contract for the Fryar Avenue Shared Use Trail (CIP 14-01), increasing the contract amount by \$58,969.42 to a total authorized amount not-to-exceed \$299,085.27, and authorizing the Mayor and City Administrator to execute any and all documents necessary to effectuate the amendment, substantially in a form as approved by the City Attorney.



Supplemental Agreement Number <u>2</u>		Organization and Address Commonstreet Consulting, LLC 92 Lenora St, PMB 125 Seattle, WA 98121	
Original Agreement Number LA 8487		Phone: 206-920-4017	
Project Number TAP 1270(12)	Execution Date June 17, 2024	Completion Date December 31, 2027	
Project Title Fryar Avenue Shared Use Trail	New Maximum Amount Payable \$299,085.27		
Description of Work See Exhibit A-1			

The Local Agency of City of Sumner
desires to supplement the agreement entered in to with Commonstreet Consulting, LLC
and executed on June 17, 2024 and identified as Agreement No. N/A
All provisions in the basic agreement remain in effect except as expressly modified by this supplement.
The changes to the agreement are described as follows:

I

Section 1, SCOPE OF WORK, is hereby changed to read:
No change.

II

Section IV, TIME FOR BEGINNING AND COMPLETION, is amended to change the number of calendar days
for completion of the work to read: No change.

III

Section V, PAYMENT, shall be amended as follows:

Original contract amount: \$240,115.85 + Supplement 2 amount: \$58,969.42 = a new total contract amount of
\$299,085.27

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

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

By: Commonstreet Consulting, LLC By: City of Sumner

Consultant Signature

Approving Authority Signature

Date



January 2, 2026

Mr Andrew Leach

Associate City Engineer
City of Sumner-Public Works
1104 Maple Street, Suite 260
Sumner, WA 98390

Re: SUPPLEMENTAL Scope and Fee Proposal – City of Sumner: CIP 14-01 Fryar Avenue Shared Use Trail

Dear Mr Leach: Thank you for the opportunity to provide right of way services for this important trail project for the City of Sumner. This scope and fee proposal provided herein is a request for a supplement for a project with Federal Highway Administration (FHWA) funding in the Right of Way and Construction phases and is based on ICR/FAR rates in effect July 1, 2025. On December 2, 2025, a supplement was executed extending the contract to December 31, 2027.

Scope Summary and Project Understanding

This proposed supplement scope and fee is proposed to perform the the following tasks on this project:

- Roman I/Schatz-
 - Complete negotiations
 - With Roman
 - With Schatz
 - Secure WSDOT approval for administrative settlement
 - Support In House closing and payment process
- Dhaliwal formerly owned by Crane-
 - Execute settlement documents with LLC members
 - Support escrow closing and payment process, or
 - Comply with WSDOT requirements for accepting acquisition “subject to” lender’s interest
- Club Wealth-
 - Complete negotiations
 - Revise offer, subject to Review Appraiser’s opinion of value
 - Secure WSDOT approval for administrative settlement
 - Support In House closing and payment process
- Pierce County-
 - Revise terms/conveyance documents per County and City requirements
 - Get WSDOT approval for form of documents
 - Complete negotiations



- Support In House closing and payment process
- Liberty Development-
 - Complete negotiations
 - Secure WSDOT approval for administrative settlement
 - Identify and comply with LLC/corporate signing authority requirements
 - Support escrow closing and payment process
- Lewis Landmark-
 - Complete negotiations
 - Secure WSDOT approval for administrative settlement
 - Support escrow closing and payment process, including obtaining signing authority
- Carr Trust parcels-
 - Support In House closing and payment process
- PSE-
 - Comply with signing authority requirements
 - Support In House closing and payment process
- K&E Investments-
 - Support escrow closing and payment process

Assumptions

- The Right of Way Plan has been revised including, but not limited to, adding a parcel, revising property rights required, corrections to area required for PSE parcel, and editing to include property owners not included or whom have acquired the property during negotiations;
- Nash parcel sold to a new purchaser;
- Extensive title research has been required to identify and locate additional property owners including, but not limited to, Carr Trust, and reversionary interests in the PSE title;
- Pierce County negotiations have exceeded the level of effort assumed to account for concerns about undiscovered/undisclosed improvements in the acquisition areas;
- Management of subconsultant surveyor, appraiser, and review appraiser;
- Negotiations with Roman/Schatz, Club Wealth, Liberty Development, Lewis Landmark are complex, and involve property owners presenting objections, and unique arguments against settlement for just compensation amounts;
- Escrow processes, to pay property owners close transactions, prior to certification will require additional levels of effort than assumed;
- Certification requirements, WSDOT directives, and LAG Manual revisions require a greater level than effort than estimated.

Our efforts to reach amicable settlements have taken longer than anticipated with the majority of property owners impacted by this project. Of course, Commonstreet will compile and provide completed/closed files to



provide to WSDOT Olympic Region LAC and will clarify and respond to WSDOT Olympic Region staff to complete certification process.

The original projections were based on 781 total hours of labor. Estimating labor required for negotiations is an inexact process and highly dependent on factors unknown at the time of the initial contract, the attitudes, interests, and biases of property owners. This is a request for a supplement to the contract to increase the level of effort by 321 hours.

Best regards,

A handwritten signature in blue ink, appearing to read 'Ted Parry'.

Theodore R. Parry, JD
Senior Project Manager

	Scope and Fee Table Summary				
	CIP 14-01 Sumner: Fryar Shared Use Trail-Supplemental Budget				
	1/5/26				
	The overhead rate shall increase to the revised state overhead rate, effective upon approval of the revised overhead rate by the state in which the project is located.			Indirect Cost Rate	121.85%
				Fixed Fee %	30.00%
	Tasks	Job Classifications	Fully Burdened NTE Rate	Qty.	Total
1.0	Project Management and Administration	Principal	\$314.81	5	\$1,574.06
		Sr. Project Manager	\$249.33	21	\$5,235.96
		Sr. Project Control Specialist	\$171.26	30	\$5,137.74
2.0	Title Review and Conveyance Documents Drafts	Sr. Project Control Specialist	\$171.26	45	\$7,706.61
3.0	Legal Descriptions	Sr. Project Control Specialist	\$171.26	2	\$342.52
4.0	Appraisal and Appraisal Review Coordination	Sr. Project Control Specialist	\$171.26	6	\$1,027.55
5.0	Negotiations, Administrative Settlements, and QA/QC	Sr. Right of Way Agent	\$204.00	75	\$15,299.89
		Right of Way Agent	\$125.93	60	\$7,555.50
6.0	Project and File Close-out	Sr. Project Control Specialist	\$171.26	55	\$9,419.19
		Project Manager	\$219.11	22	\$4,820.41
Labor Hours Total				321	\$58,119.42
Expenses		Type	Rate	Qty.	Total
	Other Direct Costs (ODC's)	Reproduction, Postage, and Delivery	\$500.00	1	\$500.00
		Mileage at current federal rate	0.70	500	\$350.00
Expense Total					\$850.00
Contract Total					\$58,969.42

SUBJECT: Foster Pilot Water Rights Project - Consultant Contract Amendment

CATEGORY: Consent

BUDGET IMPACT:

Expenditure Required: \$28,720

Within Budget Allocation: Yes, as amended

ATTACHMENTS:

1. Foster Contract Amendment 4
-

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

SUMMARY BACKGROUND:

As part of the City's ongoing Foster pilot water rights project, Terraphase Engineering Inc. (formerly Robinson-Noble) has been asked to assist with the processing of five additional water rights to move them into permanent trust as part of the Tier 2 mitigation for the larger project. The contract for this project was executed on April 23, 2019, with a budget of \$222,120 and a completion date of December 31, 2021. In 2021, Amendment 1 was issued extending the completion date to December 31, 2024. In 2022, Amendment 2 was issued, which increased the budget by \$15,052 and allowed Terraphase to charge project work based on their 2022 fee schedule. In 2024, Amendment 3 was issued, which increased the budget by \$125,393, extended the completion date to December 31, 2026, and allowed Terraphase to charge project work based on their 2024 and 2025 fee schedules. As of December 2025, there is \$41,233 remaining in the authorized budget, which is sufficient to complete one draft Report of Examination (ROE) and finalize two other ROE's, and then finalize the water rights mitigation plan.

Additional funding will be needed to process the five mitigation trust rights. The estimated cost required to process the additional five mitigation trust water rights is \$28,720.

COUNCIL COMMITTEE/STUDY SESSION: Public Works Committee

MEETING/STUDY SESSION DATE: 2/3/2026
--

COMMITTEE RECOMMENDATION: Do Pass

STAFF RECOMMENDATIONS/MOTION:

A motion approving a supplement to Terraphase's Consultant Services Contract for the Foster Pilot Water Rights Project (CIP 04-02), increasing the contract amount by \$28,720 to a total authorized amount not-to-exceed \$391,285, and authorizing the Mayor and City Administrator to execute any and all documents necessary to effectuate the amendment, substantially in a form as approved by the City Attorney.



AMENDMENT NO. 4

NAME OF CONSULTANT, CONTRACTOR OR VENDOR: **Terraphase Engineering**

CONTRACT NAME & PROJECT NUMBER: **2019-2020 Pilot Project (CIP 04-02)**

ORIGINAL AGREEMENT DATE: **April 23, 2019**

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

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

Any reference to Robinson-Noble shall hereinafter be Terraphase Engineering.

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

See Exhibit A

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

Original Contract Sum, <i>including applicable WSST</i>	\$222,120
Net Change by Previous Amendments <i>including applicable WSST</i>	\$140,445
Current Contract Amount <i>including all previous amendments</i>	\$362,565
Current Amendment Sum	\$28,720
Applicable WSST Tax on this Amendment	\$N/A
Revised Contract Sum	\$391,285

Original Time for Completion (insert date)	12/31/2021
Revised Time for Completion under prior Amendments (insert date)	12/31/2026
Add'l Days Required (±) for this Amendment	0 calendar days
Revised Time for Completion (insert date)	12/31/2026

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

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

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

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

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

December 2, 2025

Mr. Ryan Johnstone
Public Works Deputy Director – Operations
City of Sumner
1104 Maple Street, Suite 260
Sumner, WA 98390

sent via email to ryanj@sumnerwa.gov

Subject: Change order request for Foster pilot water rights project – trust water rights processing

Dear Ryan:

As part of the City's ongoing Foster pilot water rights project, Terraphase Engineering Inc. (Terraphase) has been asked to assist with the processing of five additional water rights to move them into permanent trust as part of the Tier 2 mitigation for the larger project. These water rights will be processed through the Washington Department of Ecology's cost reimbursement program (CRP), and we will be coordinating this effort directly with your water rights attorney, Tom Pors.

Current Contract and Budget

The contract for this project was executed on April 23, 2019, with a budget of \$222,120 (including a \$40,000 management reserve) and a completion date of December 31, 2021. In 2021, Amendment 1 was issued extending the completion date to December 31, 2024. In 2022, Amendment 2 was issued, which increased the budget by \$15,052 (bringing the total budget to \$237,172) and allowed Terraphase to charge project work based on our 2022 fee schedule. In 2024, Amendment 3 was issued, which increased the budget by \$125,393 (bringing the total budget to \$362,565), extended the completion date to December 31, 2026, and allowed Terraphase to charge project work based on our 2024 and 2025 fee schedules.

Our accounting records, as of today (December 2, 2025), show there is \$41,233 remaining in the authorized budget. This does not include any portion of the original management reserve which has already been utilized.

Reason for Amendment Request

In my recent discussions with Joe Becker, who is still currently working on the primary Foster pilot water rights processing effort, he indicated that the current budget is sufficient to complete his remaining tasks. This includes completion of one draft ROE and finalizing two others, rerunning the groundwater model after recalculating additional irrigation demand from the West Well, and then finalizing the mitigation plan. However, this will utilize most of the current budget, and additional funding will be needed to process the five mitigation trust rights.

The estimated cost required to process the additional five trust water rights through the CRP is Twenty-Eight Thousand Seven Hundred Twenty Dollars (\$28,720). The individual tasks and associated costs for this effort are summarized below in Table 1 in the general order that each will need to be completed.

Table 1 Cost Estimate to Process Trust Water Rights

Meeting and General Administration	\$1,270
Assist City's Attorney with Water Right Applications and Addendum	\$3,160
Complete Tentative Determination of Extent and Validity	\$16,820
Complete Draft ROEs	\$5,260
Assist with Advertising and Public Notices	\$630
Revise and Finalize ROEs with Stake Holder Input	\$1,580
Total Estimated Cost	\$28,720

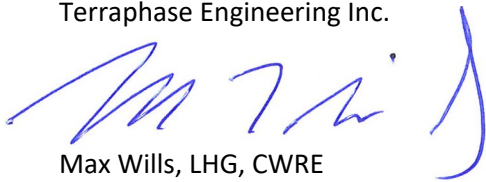
Requested Changes

For the reasons outlined above, we are requesting the contract be amended to add \$28,720 to the current budget (bringing the total budget to \$391,285). At this time, we still anticipate that this project will be completed by December 31, 2026, so the completion date does not need to be modified. Project work will also continue to be charged to Terraphase's 2025 fee schedule.

We appreciate the opportunity to provide continued services to the City of Sumner on this important project. If you have any questions or comments regarding this change order request, please contact me at your convenience; mobile (206) 550-7215, office (425) 488-0599 ext. 213, or max.wills@terrphase.com.

Sincerely,

Terraphase Engineering Inc.



Max Wills, LHG, CWRE
Principal Hydrogeologist

SUBJECT: Resolution No. 1741 - Setting Public Hearing Date for Vacation of the Alley
South of Harrison Street

CATEGORY: Resolution

BUDGET IMPACT:

Expenditure Required: None

Within Budget Allocation: N/A

ATTACHMENTS:

1. Presentation - Alley Vacation
2. Resolution No. 1741 - Setting Public Hearing Date for Vacation of the Alley South of Harrison Street

STAFF CONTACT: Doug Ruth, Deputy City Attorney

SUMMARY BACKGROUND:

An alley exists between Harrison Street and the on-ramp to Hwy 410. The alley has been an unused right-of-way for many years, with the easterly portion being incorporated into a parking lot for several businesses. The alley abuts Traffic Avenue but does not connect to that avenue. Currently, the end of the alley makes up two stalls in the parking lot. A property owner of one of the lots adjacent to the alley is seeking vacation of the portion of the alley that abuts his land. This portion stretches from the end of the alley near Traffic Avenue over part of the parking lot. Because the city did not pay for the alley and it has been unused for a considerable amount of time, the city is not seeking compensation for transferring the alley to the applicant property owner.

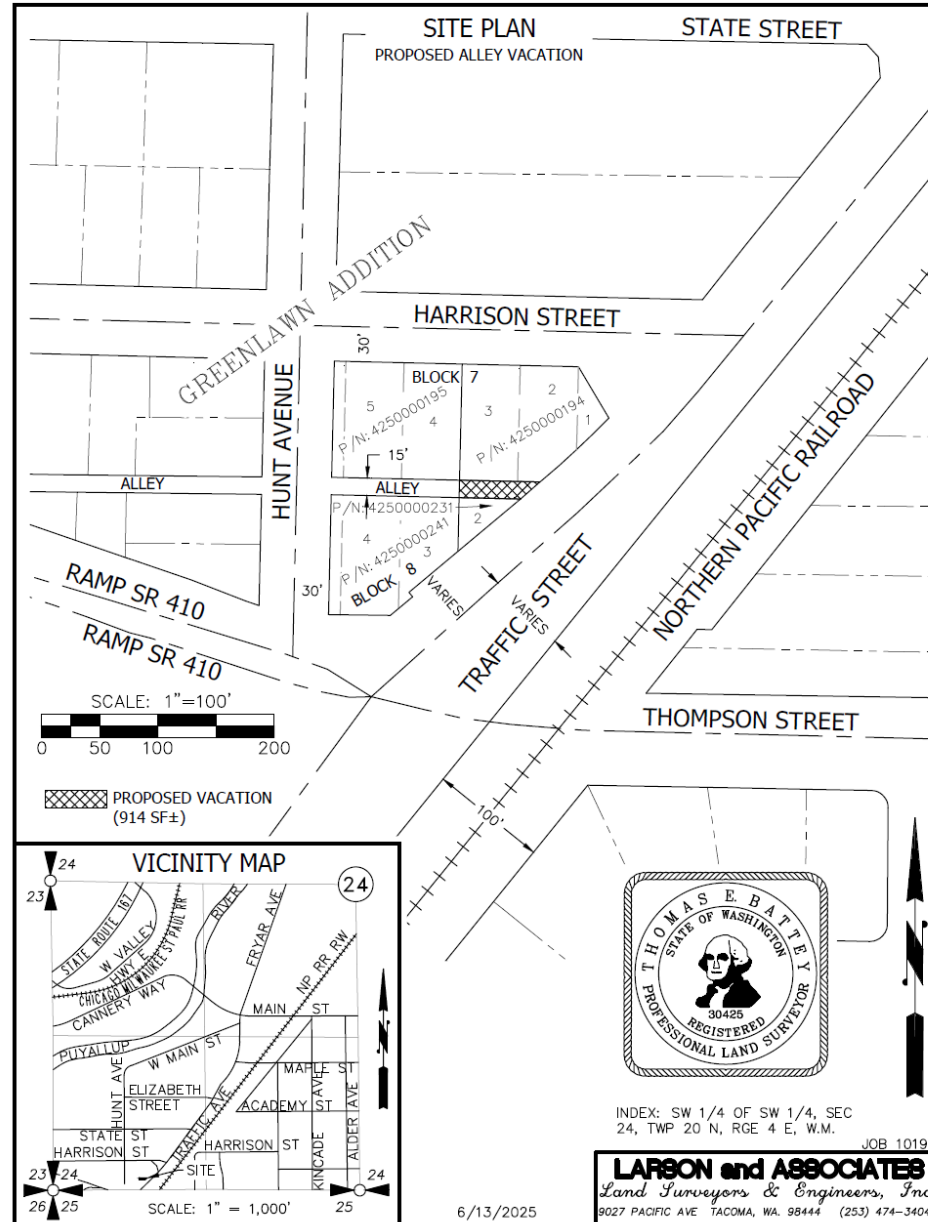
COUNCIL COMMITTEE/STUDY SESSION: Public Works Committee

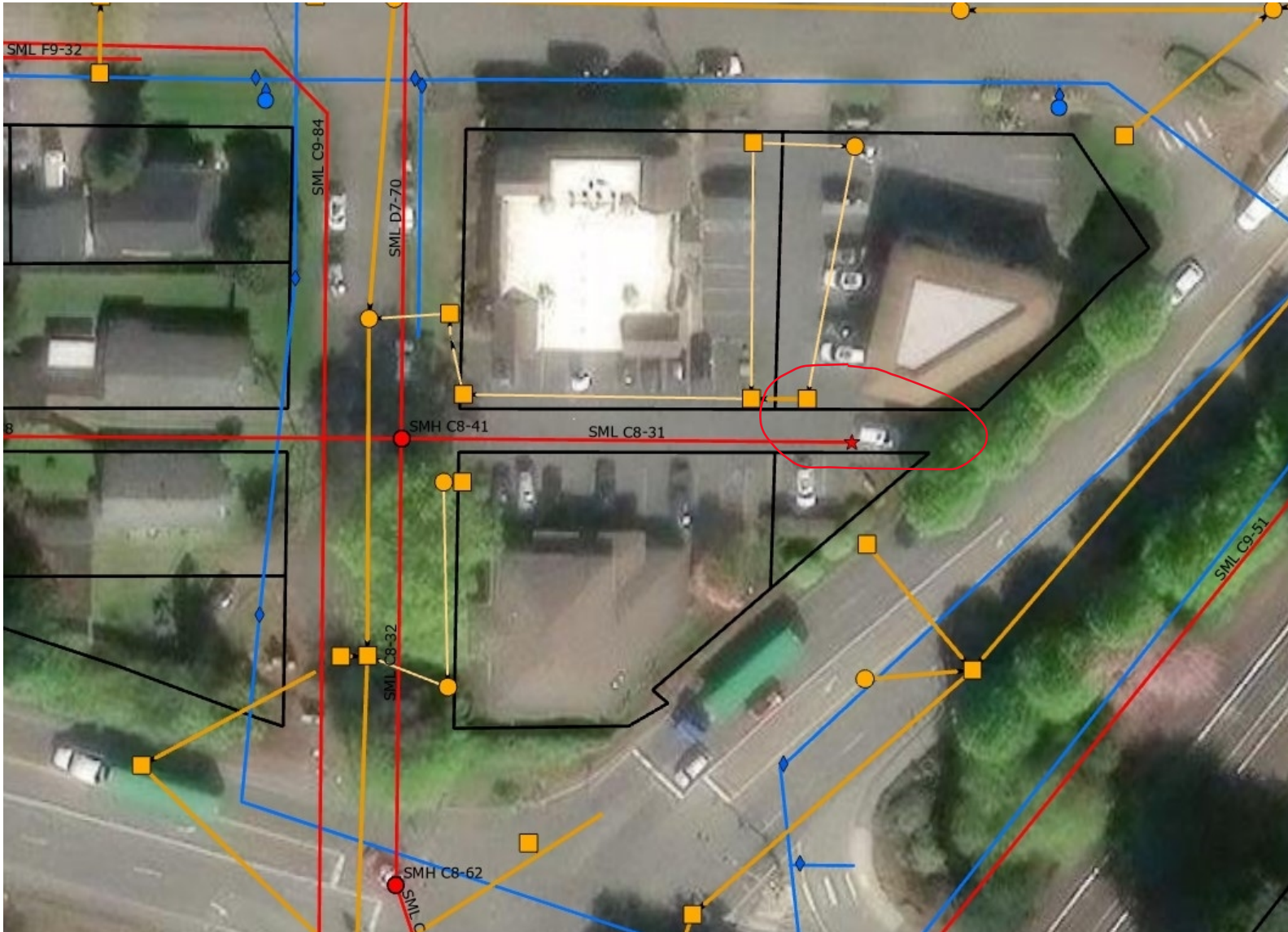
MEETING/STUDY SESSION DATE: 2/3/2026
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COMMITTEE RECOMMENDATION: Do Pass

STAFF RECOMMENDATIONS/MOTION:

A motion to adopt Resolution No. 1741, to set a public hearing date for the vacation of the alley south of Harrison St.







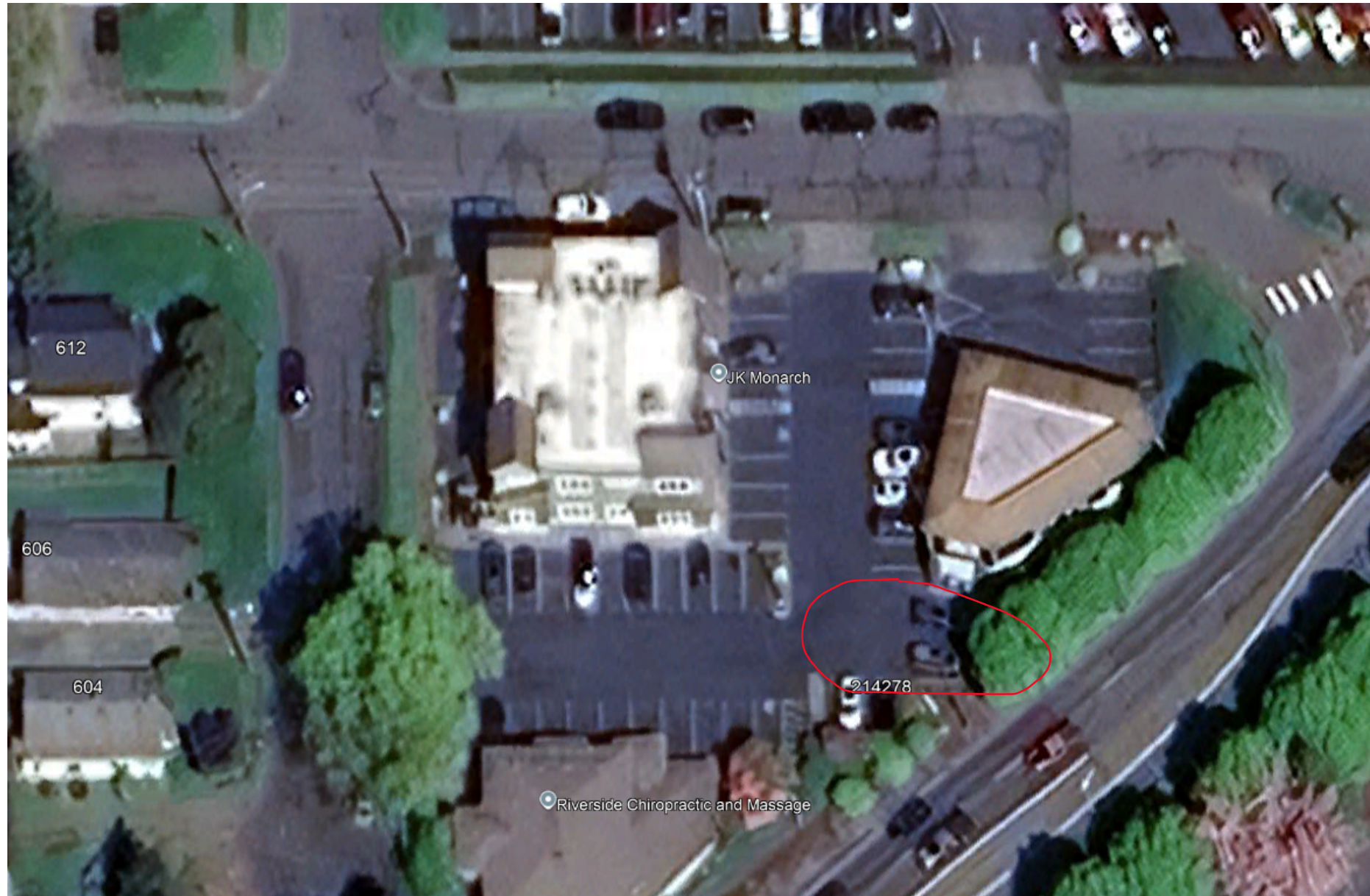
1990



2002



2007





RESOLUTION NO. 1741

CITY OF SUMNER, WASHINGTON

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SUMNER DECLARING THE INTENT OF THE CITY COUNCIL TO VACATE A PORTION OF THE GREENLAWN BLOCKS ALLEY PUBLIC RIGHT OF WAY, AS MORE PARTICULARLY SET FORTH HEREIN. AND FIXING THE TIME AND PLACE FOR A PUBLIC HEARING TO DISCUSS THE VACATION.

WHEREAS, this is a property owner-initiated request to discuss the potential vacation of a portion of the public right of way described above; and

WHEREAS, the proposed vacation portion is sixty-nine feet of right of way created in 1890 as part of the Greenlawn Addition and is an alleyway lying south of Harrison Street on the west side of Traffic Avenue; and

WHEREAS, beginning in 1998 to the present, the portion of the right of way has been used as a drive aisle of a parking lot and as parking stalls for the businesses located adjacent to the alleyway; and

WHEREAS, the City is not using that portion of the right-of-way for any roadway, pedestrian, or other right-of-way purpose but city utilities are contained within the public right of way and;

WHEREAS, the City has no further need or use of the right of way except as a location for the utilities; and

WHEREAS, pursuant to RCW 35.79.030, the City Council now desires to set a time for a public hearing related to vacation of a portion of the alleyway, as described in Exhibit A, with reservation of an easement for current and future City utilities.

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

Section 1. Intent to Vacate a Portion of the Public Right of Way. It is the intent of the City Council to consider vacating a portion of the public right of way described and depicted on the attached Exhibit A, which is attached hereto and made part hereof.

Section 2. Public Hearing. A public hearing regarding the above-described vacation will be held at the City Hall, 1104 Maple Street, Sumner, Washington at the hour of 6:00 p.m. on March 16, 2026 during the regular council meeting scheduled for that day, and the City Clerk is directed to post notices setting forth the time and place of said hearing as required by RCW 35.79.020, and as further required by RCW 35.79.035.

Section 3. Corrections by City Clerk or Code Reviser. Upon approval of the city

attorney, the city clerk and the code reviser are authorized to make necessary corrections to this resolution, including the correction of clerical errors; ordinance, section, or subsection numbering; or references to other local, state, or federal laws, codes, rules, or regulations.

Section 4. Effective Date. This resolution shall become effective immediately upon adoption.

ADOPTED AND APPROVED this 17th day of February, 2026.

Carla S. Bowman, Mayor

Attest:

Michelle Converse, City Clerk

Approved as to form:

Andrea Marquez, City Attorney

EXHIBIT A
RIGHT OF WAY LEGAL DESCRIPTIONS AND DEPICTIONS

LEGAL DESCRIPTION OF PROPOSED ALLEY VACATION

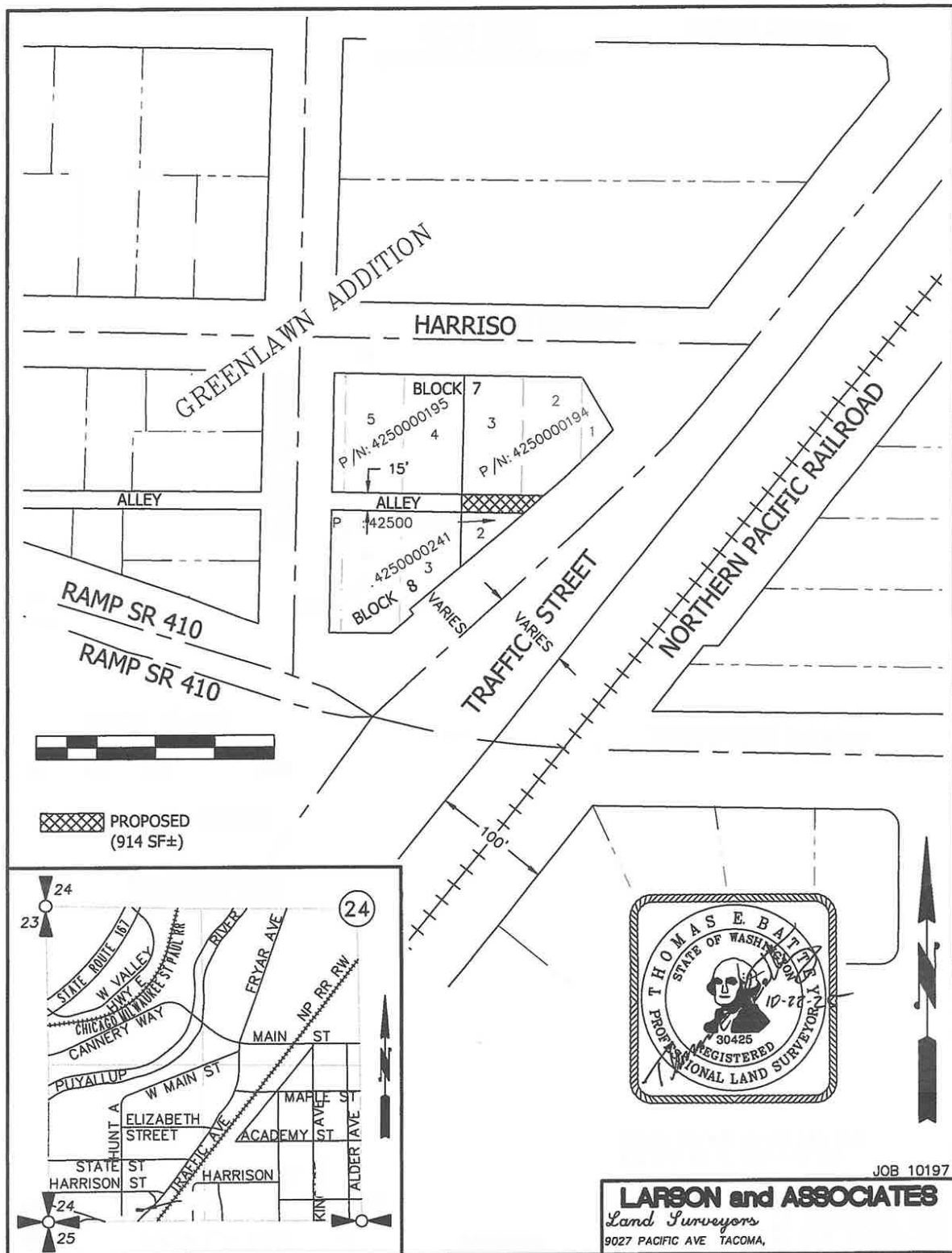
THAT PORTION OF THE ALLEY LYING BETWEEN LOTS 2 AND 3 IN BLOCK 7 AND LOTS 1 AND 2 IN BLOCK 8, GREENLAWN ADDITION TO SUMNER, WASHINGTON, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 4 OF PLATS AT PAGE 94, RECORDS OF PIERCE COUNTY AUDITOR;

EXCEPT ANY PORTION THEREOF WITHIN TRAFFIC AVENUE;

SITUATE IN THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 24, TOWNSHIP 20 NORTH, RANGE 4 EAST, W.M., WITHIN THE CITY OF SUMNER, PIERCE COUNTY, WASHINGTON.

(SAID PORTION CONTAINS APPROXIMATELY 914 SQUARE FEET)







SUBJECT: Ordinance No. 2954 - Allowing Metal Cargo Containers for Emergency Supplies

CATEGORY: Ordinance

BUDGET IMPACT:

Expenditure Required: None

Within Budget Allocation: N/A

ATTACHMENTS:

1. Presentation
2. Ordinance No. 2954 -Allowing Metal Cargo Containers for Emergency Supplies

STAFF CONTACT: Scott Waller, Senior Planner

SUMMARY BACKGROUND:

Ordinance No. 2954 would allow metal cargo containers to be used for housing emergency supplies for public agencies. The Sumner Bonney Lake School District along with Sumner's Police Department and Emergency Management coordinator have looked into the ability to place modular metal containers at schools within Sumner. The purpose of such containers would be to house emergency materials and supplies that would be on hand and available in the event of a local emergency situation and be outside of and separate from other structures in the event egress from primary structures was needed. The proposed containers would not be a permanent structure such as a standard shed or other outbuilding to allow for the entire container(s) along with the contents to be moved if necessary. Sumner's current code is very limited in its ability to use or house metal containers onsite, with current use allowances only for commerce/shipping and temporary use during construction for storage of materials. This proposed ordinance will allow for limited use of metal containers for the sole purpose of emergency preparedness by public agencies.

COUNCIL COMMITTEE/STUDY SESSION: Community Development Committee MEETING/STUDY SESSION DATE: 1/28/2026 COMMITTEE RECOMMENDATION: Do Pass
--

STAFF RECOMMENDATIONS/MOTION:

Move to adopt Ordinance No. 2954 allowing metal cargo containers for emergency supplies

ORDINANCE 2954 EMERGENCY MANAGEMENT CONTAINERS

Scott Waller, Development Services, Senior Planner.



What would this ordinance allow?

- Placement of metal containers on public agency sites for sole purpose of emergency preparedness and storage of emergency supplies



Why is this being proposed?

- Increase emergency preparedness throughout Sumner
- Provide access to emergency management materials and supplies onsite
- Keep emergency materials away from primary structure in the event of building related emergency
- Sumner Bonney Lake School District effort to provide uniform emergency preparedness across all school locations
- Mobility and flexibility

Current code?

- Sumner generally prohibits metal containers to be used for anything other than shipping/commerce and temporary storage.

New code requirements?

Emergency Management Containers would need:

- City review of container, type, location, pad, anchoring
- Visual screening
- Meet setbacks
- Replace if damaged

Containers vs existing or new buildings

- Containers provide for a storage system separate from primary building(s)
- Containers provide a movable unit for emergency materials
 - Fires, earthquakes or other events that would require egress out of and away from the primary structure
- Containers allow for a stocked container to be moved or delivered depending on the emergency events location
- Buildings can be designed better for more visual appeal but are not movable

Questions?

**ORDINANCE NO. 2954
CITY OF SUMNER, WASHINGTON**

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SUMNER, WASHINGTON, RELATED TO THE PLACEMENT OF STORAGE CONTAINERS FOR THE PURPOSE OF EMERGENCY MANAGEMENT AND RESPONSE MATERIALS AND SUPPLIES.

WHEREAS, The City of Sumner plans and prepares for the management of public emergencies through its codes, comprehensive plan and the purchasing of materials and supplies necessary to respond; and

WHEREAS, In an effort to equip public agencies within Sumner with the ability to provide adequate services during a public emergency, The City of Sumner and other local public agencies may desire to place modular metal storage containers upon sites near schools and other public facilities for the storage of emergency management and response materials; and

WHEREAS, Such modular metal storage containers would be required to be appropriately maintained and regularly restocked with emergency response materials and supplies; and

WHEREAS, the City of Sumner's current building and zoning codes prohibit the use of temporary modular metal storage containers and as such do not adequately address the public benefit derived from exempting such containers only for purposes of storing emergency management and response supplies; and

WHEREAS, the City Council finds that it is in the public interest to specifically exempt the placement of modular metal storage containers that serve the specific and limited purpose of storing emergency management and response supplies and materials; and

WHEREAS, the City Council Community Development Committee reviewed this proposed ordinance and voted unanimously on a due pass recommendation on January 28th, 2026.

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

Section 1. A new section of Sumner Municipal Code, Section 2.76.085, is hereby adopted as follows:

2.76.085 Emergency Materials and Containers

The Director of Development Services or their designee after consultation with the Chief of Police and the Building Official may approve the placement of outdoor modular metal storage containers or similar enclosures for emergency response materials and supplies at any site owned or operated by a public agency through a temporary use permit. Metal storage containers for the sole purpose of a public agency's emergency preparedness may be exempt from certain building code requirements and from the underlaying zones regulations on metal storage containers provided the following are met:

A, Containers shall be constructed of a durable metal material;

B. Containers shall be replaced if structurally damaged, as determined by the City's Building Official;

B. Containers shall comply with any applicable setback for the zones in which they are located;

C. Containers shall be screened from neighboring properties and the public ROW to the extent feasible;

D. To the satisfaction of the Building Official, containers shall be located on a paved surface and anchored in a manner intended to prevent dislodgment or other unintentional movement of the container or materials from the deposition location.

E. Nothing herein shall create a duty of the City or any other public or private agency in the business of providing services during a public emergency to acquire or otherwise place such structures upon land within the City.

F. All acquisition and construction costs and expenses incident to the installation or placement of any container hereunder shall be the responsibility of the property owner and/or applicant. Prior to issuance of a permit, the applicant shall demonstrate either ownership of the land on which the container is proposed to be placed or appropriate legal authority from the property owner. The property owner and applicant shall indemnify the City from any loss or damage that may directly or indirectly be occasioned by the purchase, installation, maintenance, repair or replacement of the storage container.

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

Section3. Effective Date. This ordinance shall be effective five (5) days from and after its passage approval and publication as provided by law.

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

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

Passed by the City Council and approved by the Mayor the of the City of Sumner, Washington, at a regular meeting thereof this 17th day of February, 2026.

Mayor Carla S. Bowman

ATTEST:

APPROVED AS TO FORM:

Michelle Converse, CMC, City Clerk

Andrea Marquez, City Attorney

Date Adopted: XXX XX, 2026
Date of Publication: XX XX, 2026 Online / XX ZZ, 2026
Effective Date: XX, XX, 2026