



Members: Councilmembers Cindi Hochstatter (chair), Curt Brown, Charla Neuman

Staff Liaison: Mike Dahlem, Andrew Leach, Jason Van Gilder, Michael Kosa, Robert Wright, Andria Swann, Kelsey White

City Hall remains closed during Governor Inslee’s “Safe Start” order, a consequence of the Covid-19 pandemic. The public is invited to attend the meeting telephonically using the call-in instructions below, or join the meeting via the link below.

Join Zoom Meeting

<https://sumnerwa-gov.zoom.us/j/87101964344>

Meeting ID: 871 0196 4344

One tap mobile

+12532158782,,87101964344# US (Tacoma)

COMMITTEE BUSINESS

1. White River Restoration - Consultant Contract Amendment
2. 160th/Elm Stormwater Repair - Project Update
3. Parks Master Plans - Consultant Contract
4. White River Project Property Acquisition: Purchase and Sale Agreement between City and Donald Bushore

REPORTS

ADJOURNMENT

SUBJECT: White River Restoration - Consultant Contract Amendment

CATEGORY: Consent

BUDGET IMPACT:

Expenditure Required: \$125,000

Within Budget Allocation: Yes

ATTACHMENTS:

1. Amendment with Scope & Fee
-

STAFF CONTACT: Doug Beagle, Development Services Director

SUMMARY BACKGROUND:

In 2016, the City entered into a professional services contract with Van Ness Feldman (Mrs. Molly Lawrence) to provide legal consultation and representation on environmental and land use related issues, including: legal advice and strategy for addressing flooding and floodplain regulatory issues in the City, and environmental and land use issues related to the City's Lower White River restoration and habitat improvement project and its various project components. The restoration project is very complex and is not expected to be complete for many years, so Mrs. Lawrence's continued involvement and expertise is essential for the success of this City project.

COUNCIL COMMITTEE/STUDY SESSION: Public Works Committee

MEETING/STUDY SESSION DATE: 5/4/2021

COMMITTEE RECOMMENDATION: do-pass

STAFF RECOMMENDATIONS/MOTION:

A motion approving an amendment to Van Ness Feldman's Consultant Services Contract for the White River Restoration Project (CIP 14-10), increasing the contract amount by \$125,000 to a total authorized amount not-to-exceed \$475,000 , 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 TO LEGAL SERVICES CONTRACT

THIS AMENDMENT, entered into this day, _____, by and between the **CITY OF SUMNER**, WASHINGTON, a municipal corporation of the State of Washington, hereinafter referred to as "City", and Molly Lawrence of VAN NESS FELDMAN, LLP, hereinafter referred to as "VAN NESS FELDMAN, LLP"

WITNESSETH:

WHEREAS the City has entered into a "Legal Services Contract" with VAN NESS FELDMAN, LLP for legal services; and

WHEREAS the parties to the agreement wish to increase the maximum compensation of the original Agreement and prior Amendments from \$350,000.00 by an additional \$125,000.00 for a total contract amount of \$425,000.00.

WHEREAS, the original scope of work is further refined as set forth in Exhibit A of this Amendment;

NOW, THEREFORE, the parties hereby amend said Contract by revising Section III. (A) - Compensation as follows:

The City shall pay an hourly rate for Molly Lawrence of \$400.00 for legal services provided from the date of this amendment through and including mediation, but in no event shall the compensation amount exceed \$125,000.00 for the services described in Section I of this Contract. This is the maximum amount to be paid under this Contract for the work described in Section I, and shall not be exceeded without the prior written authorization of the City in the form of a negotiated and executed amendment to this Contract.

All other terms and conditions of the Contract remain the same. The parties agree to ratify and confirm any acts consistent with the authority and prior to the final approval of this Amendment.

IN WITNESS WHEREOF the parties hereto have executed this document as of the date first above written.

VAN NESS FELDMAN, LLP:	CITY OF SUMNER:
By: _____ (signature)	By: _____ (signature)
Print Name: _____	Print Name: <u>William L. Pugh</u>
Its _____ (Title)	Its <u>Mayor</u> (Title)
DATE: _____	DATE: _____

	By: _____ (signature) Print Name: <u>Jason Wilson</u> Its <u>City Administrator</u> (Title) DATE: _____ Approved as to Form: Attest: _____ Approved as to form: _____ _____ City Clerk City Attorney DATE: _____ DATE: _____
NOTICES TO BE SENT TO: VAN NESS FELDMAN: Molly Lawrence VAN NESS FELDMAN, LLP 719 – 2ND Ave, Suite 1150 Seattle, WA 98104 206.623.9372 (telephone) 206.626.0765 (facsimile)	NOTICES TO BE SENT TO: CITY OF SUMNER: Andrea Marquez, City Attorney City of Sumner 1104 Maple Street, Suite 242 Sumner, WA 98390 253.299.5611 (telephone) 253.299.5509 (facsimile)

EXHIBIT A

Over the past several years, the City, working with Ms. Lawrence and others, has developed an integrated approach to floodplain management within the City, including a plan to develop several flood reduction/habitat improvement projects along the White River in the City. Moving forward, Ms. Lawrence will assist the City in implementing one or more of the identified projects, including permitting for the redevelopment of the former golf-course property into a multi-purpose flood protection/habitat improvement project. In addition, Ms. Lawrence will continue to assist the City as needed with other floodplain related issues, including coordination with other jurisdictions (e.g., the Pierce County Flood Control Zone District, King County, and the Army Corps of Engineers) and floodplain permitting/regulatory issues. In particular, she is assisting with the following issues/tasks:

- Assisting with project management (e.g., coordinating a diverse mix of public and private parties) and federal, state and local permitting for the City's White River Restoration Project on the east side of the White River south of 8th Street;
- Assisting City Staff in working with the Pierce County Flood Control Zone District and others to secure funding for several of the flood reduction/habitat improvement projects on the White River;
- Providing strategic counsel to City staff as part of the Dialogue Group process with the Muckleshoot and Puyallup Tribes;
- Assisting with discussions with the Army Corps of Engineers regarding the operations of the Mud Mountain Dam and the capacity of the White River;
- Providing strategic legal counsel regarding the permitting and environmental review requirements for the 8th Street Bridge replacement project and
- Assisting in developing a strategy related to the Intercounty Flood Agreement, including potentially working with the City and County on a replacement agreement or other strategies for addressing flood risk.

The primary task contemplated by this scope of work is the project management and permitting for the City's proposed White River Restoration

Project on the east bank of the White River. The City anticipates that permitting and environmental review for this project will continue through the end of 2022, and consequently proposes extending Ms. Lawrence's contract through 2022.

The anticipated level of effort under this contract is 15-20 hours per month. Ms. Lawrence offers the City a significantly discounted rate of \$400/hr. The scope and budget will remain in effect until all the funds are expended or until the services are completed in full, whichever occurs first. The requested contract addition is \$125,000 bringing the contract total to \$425,000.



SUBJECT: 160th/Elm Stormwater Repair - Project Update

CATEGORY: Information Only

BUDGET IMPACT:

Expenditure Required: \$190,410

Within Budget Allocation: Yes

ATTACHMENTS:

1. Project Photos
-

STAFF CONTACT: Robert Wright, Environmental & Sustainability Specialist

SUMMARY BACKGROUND:

In fall 2020, a semi truck rolled over into the ditch on the corner of 160th Ave and Elm Street. This accident damaged both the pavement and the storm ditch. The 2020 Stormwater Capital Improvement Plan identified a future project in this area to replace the ditch with a piped stormwater system, increasing capacity and allowing for future roadway improvements. This project is being done as a small works project.

COUNCIL COMMITTEE/STUDY SESSION: Public Works Committee

MEETING/STUDY SESSION DATE: 5/4/2021
--

COMMITTEE RECOMMENDATION: Information Only
--

STAFF RECOMMENDATIONS/MOTION:

This project is a Small Works Project that does not require council action. This item is for Committee information only.

160th / Elm Storm Repair Photos

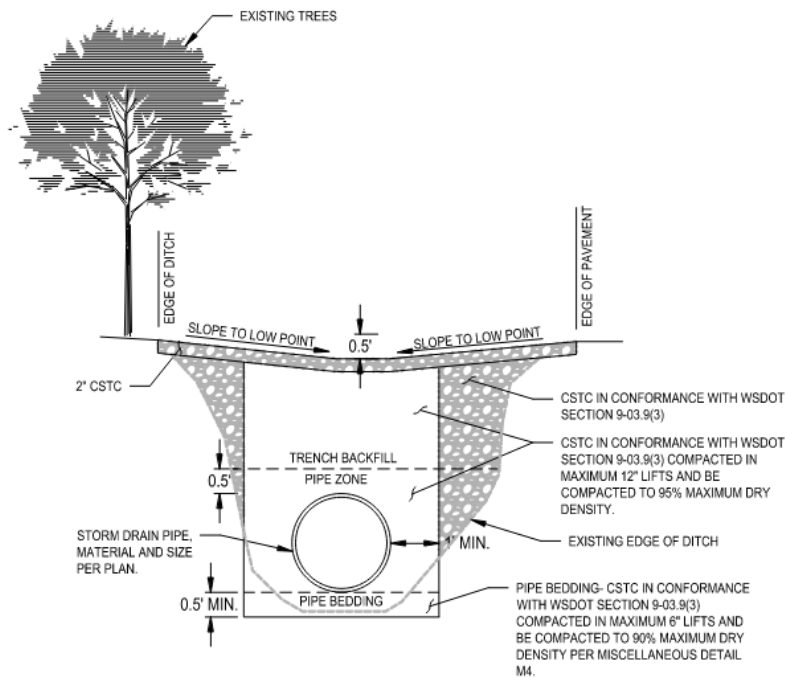
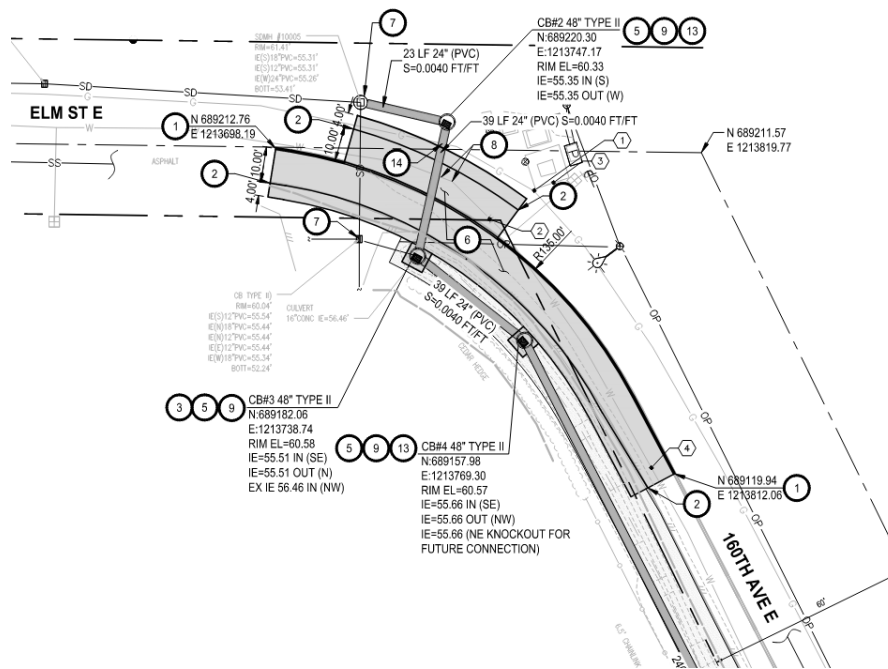
Before:



Temporary Repair:



Design:



STORM DRAIN INSTALLATION OUTSIDE OF
TRAVELED SURFACE
SECTION DETAIL A
NO SCALE

SUBJECT: Parks Master Plans - Consultant Contract

CATEGORY: Consent

BUDGET IMPACT:

Expenditure Required: \$169,409

Within Budget Allocation: Yes

ATTACHMENTS:

1. Contract with Scope and Fee
-

STAFF CONTACT: Derek Barry, Community Services Manager

SUMMARY BACKGROUND:

These Parks Master Plans are for the Bennett property and Seibenthaler Park. The plans will have a phased approach of priority improvements to seek funding opportunities.

Hough Beck & Baird, Inc (HBB Landscape Architecture) was selected to provide consulting services for this project through a qualification-based selection process. The scope includes, but is not limited to, public outreach, development of engineering drawings, specifications, and cost estimates. Once the Parks Master Plans are complete and grant funding is secured for construction it is possible that this consultant will provide final design for phase 1 and future phases as well as construction management services under a future supplement.

COUNCIL COMMITTEE/STUDY SESSION: Public Works Committee

MEETING/STUDY SESSION DATE: 5/4/2021

COMMITTEE RECOMMENDATION: Do-Pass

STAFF RECOMMENDATIONS/MOTION:

A motion authorizing the Mayor and City Administrator to execute all necessary contract documents with Hough Beck & Baird, Inc (HBB Landscape Architecture), in an amount not-to-exceed \$169,409 for the Parks Master Plans, substantially in a form approved by the City Attorney.

PROFESSIONAL/CONSULTANT SERVICES CONTRACT between the CITY OF SUMNER and

Hough Beck & Baird, Inc (HBB Landscape Architecture)

THIS CONTRACT is made between the CITY OF SUMNER, a Washington municipal corporation (hereinafter the "City"), and Hough Beck & Baird, Inc (HBB Landscape Architecture), organized under the laws of the State of Washington, located and doing business at 2101 Fourth Ave, Suite 1800, Seattle, WA 98121, 206-682-3051, Juliet Vong (hereinafter the "Consultant")(collectively, the "Parties").

I. DESCRIPTION OF WORK.

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

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

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

II. TIME OF COMPLETION. The Parties agree that work will begin on the tasks described in Section I above immediately upon the effective date of this Contract. Upon the effective date of this Contract, Consultant shall complete the work described in Section I by March 31, 2022.

III. COMPENSATION.

- A. The City shall pay the Consultant a fee not to exceed \$169,409.00 for the services described in this Contract. This is the maximum amount to be paid under this Contract for the work described in Section I above, and shall not be exceeded without the prior written authorization of the City in the form of a negotiated and executed amendment to this Contract.
- B. The Consultant shall submit monthly invoices, unless otherwise agreed in writing by the City. The City shall, upon receipt of Consultant's monthly invoice, process payment in accordance with the City's standard payment schedules, but in no event less than forty-five (45) days after receipt of monthly invoice, unless it has provided a written dispute of the invoice (in whole or part) to the Consultant in a timely manner.

IV. INDEPENDENT CONTRACTOR. The Parties intend that an Independent Contractor-Employer Relationship will be created by this Contract and that the Consultant has the ability to

control and direct the performance and details of its work, the City being interested only in the results obtained under this Contract.

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

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

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

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

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

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

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

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

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

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

2. Commercial General Liability insurance shall be written on ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, independent contractors and personal injury and advertising injury. The City shall be named as an additional insured under the Consultant's Commercial General Liability insurance policy with respect to the work performed for the City.
3. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.
4. Professional Liability insurance appropriate to the Consultant's profession in the legal services industry.

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

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

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

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

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

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

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

X. OWNERSHIP AND USE OF RECORDS AND DOCUMENTS. Original documents, drawings, designs, reports, or any other records developed or created under this Contract shall belong to and become the property of the City; provided, however, the Consultant has the right, subject to confidentiality, to use the Consultant's work product for internal instructional and other purposes (including as an anonymized template for subsequent work product for the City or other clients). All records submitted by the City to the Consultant will be safeguarded by the Consultant. The Consultant shall make such data, documents, and files available to the City

upon the City's request. The City's use or reuse of any of the documents, data and files created by the Consultant for this project by anyone other than the Consultant on any other project shall be without liability or legal exposure to the Consultant.

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

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

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

XIV. MISCELLANEOUS PROVISIONS.

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

B. Resolution of Disputes and Governing Law.

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

2. Applicable Law and Jurisdiction. This Contract shall be governed by the laws of the State of Washington. Although the agreed to and designated primary dispute resolution method as set forth above, in the event any claim, dispute or action arising from or relating to this Contract cannot be submitted to arbitration, then it shall be commenced exclusively in the Pierce County Superior Court or the United States District Court, Western District of Washington as appropriate. In any claim or lawsuit for damages arising from the parties' performance of this Agreement, each party shall pay all its legal costs and attorney's fees incurred in defending or bringing such claim or lawsuit, in addition to any other recovery or award provided by law; provided, however, nothing in this paragraph shall be construed to limit the City's right to indemnification under Section VII of this Contract.

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

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

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

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

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

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

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

J. Consultant's Employees – Employment Eligibility Requirements (E-Verify).
The Consultant and any subcontractors shall comply with E-Verify as set forth in Sumner Municipal Code Chapter 3.30. E-Verify is an Internet-based system operated by United States Citizenship and Immigration Services in partnership with the Social Security Administration. E-Verify is free to employers and is available in all 50 states. E-Verify provides an automated link to federal databases to help employers determine employment eligibility of new hires and the validity of their Social Security numbers. The Consultant shall enroll in, participate in and document use of E-

Verify as a condition of the award of this contract. The Consultant shall continue participation in E-Verify throughout the course of the Consultant's contractual relationship with the City. If the Consultant uses or employs any subcontractor in the performance of work under this contract, or any subsequent renewals, modifications or extension of this contract, the subcontractor shall register in and participate in E-Verify and certify such participation to the Consultant. Upon execution of this Contract, the Consultant shall provide proof of compliance with this section by filling out and signing the attached Certification of Compliance with Sumner's Municipal Code 3.30 "E-Verify" attached hereto as Exhibit B.

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

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

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

CONSULTANT: By: _____ (signature) Print Name: _____ Title: _____ (Title) DATE: _____	CITY OF SUMNER: By: _____ (signature) Print Name: <u>William Pugh</u> Its <u>Mayor</u> (Title) DATE: _____ By: _____ (signature) Print Name: <u>Jason Wilson</u> Its <u>City Administrator</u> (Title) DATE: _____ Approved as to Form: Attest: _____ Approved as to form: _____ _____ City Clerk City Attorney DATE: _____ DATE: _____
NOTICES TO BE SENT TO: CONSULTANT: Juliet Vong Hough Beck & Baird, Inc (HBB Landscape Architecture) 2101 Fourth Avenue, Suite 1800 Seattle, WA 98121 206-682-3051	NOTICES TO BE SENT TO: CITY OF SUMNER: Derek Barry, Community Services manager City of Sumner 1104 Maple Street Sumner, WA 98390 253-299-5714 derekb@sumnerwa.gov



SCOPE OF WORK

Park Master Plan for Seibenthaler & New Park Sites

Sumner, Washington

23 April 2021

HBB Landscape Architecture (HBB) is pleased to submit this proposal to develop a park master plan for Seibenthaler Park and your New Park site. We understand this project will include a collaborative and engaging public process to develop an overall master plan for each site that reflects your community's identity and the city's overall goals for the project. The master planning process will generally include a review and analysis of the existing site, a public process to gather input and feedback to master plan concepts, cost estimates on the preferred and final master plans, and associated phasing and funding strategies. Optional services have been included and identified as such for your additional consideration.

Based upon our knowledge of this project and previous discussions with you, we are proposing the following professional services for your consideration. Our proposed scope of work will easily permit modification as we progress through the design process. All tasks apply to both sites unless otherwise noted. The tasks that we are proposing for your project include the following:

TASK 1 BACKGROUND INFORMATION / ANALYSIS

- 1.1 *Kick-off Meeting.* Meet with City Staff and hold a visioning workshop to understand current city goals and any potential challenges or opportunities for each site. This could be held virtually or through a small group meeting on site.
- 1.2 *Site Visit.* Attend a separate site visit to evaluate existing conditions and collect soil samples.
- 1.3 *Schedule.* Provide an outline and schedule of the proposed master planning process.
- 1.4 *Background Data.* Review all pertinent City provided data with city staff, including the city's Zoning Code and Development Standards, previous or current planning documents related to the project or each neighborhood, and other applicable federal, state, or local regulations.
- 1.5 *Demographic Analysis.* Develop a demographic analysis for the communities adjacent to the park based on data that is readily available via the US Census Bureau or ESRI Business Analyst and that comparable city-level data is also attainable from similar sources.
- 1.6 *User / Provider Groups.* Review the list of park user groups and other key stakeholders provided by the City. Provide comments, and develop a final stakeholder list to support the public engagement process and potential programming for the park. List should include existing and potential future user groups and key stakeholders.
- 1.7 *Geotechnical Analysis Consultation.* ~~Characterize subsurface conditions by reviewing existing data and completing explorations (e.g., test pits, borings, and/or infiltration testing), as appropriate. Provide geotechnical recommendations for design, such as foundation support, stormwater infiltration, seismic parameters, pavements, site preparation and earthwork.~~ Provide "desk review" of existing conditions and offer general recommendations and consulting related to potential subsurface conditions. It is understood that this task does not include any on-site explorations or detailed geotechnical analysis of specific site conditions.
- 1.8 *Site Analysis.* Analyze existing conditions, opportunities and constraints of the sites, including adjacent land use and structures. Document site analysis in plan view (hand sketch, black/white, on aerial or survey). Analysis will generally include views and sight lines, maintenance considerations, accessibility, programming and park use, existing vegetation, and existing soil analysis. Soils samples will be collected and submitted to soil testing laboratory for mechanical and chemical analysis.
- 1.9 *Utilities.* Evaluate and determine feasibility of bringing utilities into each site (water, sewer, power, etc.). Determine current capacity of any existing utilities and feasibility for expanding capacity of utilities based on future programming.

- 1.10 *Topographic Survey.* A field visited Topographic Survey will be performed using conventional total station and terrestrial lidar scanner equipment. Location of boundary monuments at each site area along with sectional monuments will be collected in determination of calculating and researching the property boundaries. Title reports (subdivision guarantee's) will be needed for accurate legal descriptions and any underlying easement encumbrances. Utility locating by Applied Professional Services are suggested for aiding in understanding the connections of the different franchise utility lines. Base Maps will be comprised of both 2D and 3D components. Deliverables will include a 2D planimetric map showing topographical features along with Calculated Parcel and Right of Way lines. Additionally, as-built utilities such as Storm, Sewer, Water, and Gas will be included. A 3D map will show an AutoCAD Civil 3D surface representing 1-foot contours for each site area. Horizontal Datum will be NAD 83-2011, Washington State Plane - North Zone, US Survey foot. Vertical Datum will be NAVD 88 US Survey foot.
- 1.11 *Review Meetings.* Attend ~~bi-weekly~~up to four (4) team meetings with the City ~~-(duration of 2 months anticipated).~~
- 1.12 *Critical Areas Review (OPTIONAL).* Conduct a critical areas review to identify potential regulated critical areas present on or adjacent the parks, include wetland identification. Analysis will include a high-level evaluation of sensitive areas, including a review of available public databases and a site visit to verify presence or absence of wetland indicators and other potentially regulated habitat features. If present, the location(s) of habitat features and/or wetland boundaries will be estimated based on-site observations and the wetland rating category and applicable regulatory buffers will be estimated based on current regulatory guidance.
- 1.13 *Wetland Delineation and Critical Areas Report (OPTIONAL).* If wetlands or other regulated critical areas are present on either site, a formal Wetland Delineation/Critical Areas Report will be prepared documenting the methods and results of the study. Wetlands, if present, would be delineated according to current methods accepted by regulatory agencies, each wetland will be individually rated according to the current wetland rating system, and regulatory buffers would be identified. Wetland Delineation/Critical Areas Reports are typically valid for five years from the date of completion.
- 1.14 *Cultural Inventory and Analysis (OPTIONAL).* Prepare EZ-1 Form for submittal to Department of Archeological and Historical Preservations (DAHP) to comply with Executive Order 05-05 and RCO requirements. Consult with Tribal Historic Preservation Officer (THPO) for stakeholder Tribes. Compliance with Executive Order 05-05 is required by RCO. This task does not include a formal cultural resource survey. This will be required prior to submitting an RCO grant application.
- 1.15 *Green Infrastructure Recommendations (OPTIONAL).* Research opportunities for green infrastructure at the site as it applies to park planning: an interconnected network of open space consisting of natural areas and other green features that protects ecosystem functions and contribute to clean air and water (e.g. Bioretention, bioswales, constructed wetlands, green roofs, permeable surfaces).
- 1.16 *Field Drainage Recommendations (OPTIONAL).* Based on information from stakeholders and parks operations personnel, determine an appropriate level of performance for any grass playing surfaces programmed. Provide a detailed "pros and cons" analysis of options, including surface-draining soil-based and vertically-draining sand-based field sections. Describe, in detail, requirements for stormwater management infrastructure, grading, and materials specification.
- 1.16 1.17 *Geotechnical Analysis (OPTIONAL).* Characterize subsurface conditions by reviewing existing data and completing explorations (e.g., test pits, borings, and/or infiltration testing), as appropriate. Provide geotechnical recommendations for design, such as foundation support, stormwater infiltration, seismic parameters, pavements, site preparation and earthwork.

TASK 2 NEW PARK ACCESS & ROW

- 2.1 *Vehicular Access Alternatives.* Evaluate and determine up to three (3) alternatives for vehicular access and parking to the New Park site. Include the options from East Valley Highway and 46th Street Court East, integrated with pedestrian access from these points, as well as opportunities for agreements with residents along 154 Avenue Court E which border the park. Evaluate the pros/cons of each access alternative and include cost comparison (ROM only).
- 2.2 *ROW Evaluation / Opportunities.* Evaluate opportunities for additional acquisition adjacent to the new park site. ~~Meet with~~ Contact current property owners and attend up to three (3) meetings on-site to review opportunities and constraints, gauging interest and feasibility of property acquisition by the City. Up to three adjacent parcels will be considered. Title

reports and assessed value of properties, if needed, will be provided by the City. Provide up to three sketches of potential access and circulation if any of the three parcels were eventually included as part of the park.

- 2.3 *Preferred Alternative.* Determine one (1) preferred alternative for vehicular access, parking and utilities ~~for each site-~~ based on City staff and/or community outreach process. Update cost estimate for preferred alternative.
- 2.4 *Review Meetings.* Prepare for and attend up to two (2) meetings virtually with city staff to review design alternatives and preferred alternative.

TASK 3 PUBLIC ENGAGEMENT

- 3.1 *Public Engagement Plan and Schedule.* The Public Involvement Plan (PIP) will identify the proposed public engagement process, outreach techniques, and methods to engage with the different users and stakeholders identified above. The Public Involvement Plan is intended to be a living document and will be updated as we progress through the master planning process to include a list of specific materials, facilitation topics, and meeting layout for the different engagement tasks identified below.
- 3.2 *Open House Workshops.* Prepare for and facilitate up to three (3) public open house workshops (virtual or in-person) to determine direction for development of the master plan concepts, preferred master plan alternative, and the final master plan. Corresponding on-line survey will be prepared. Information presented and a summary of comments received will be submitted to City for posting to the City's website. Up to three (3) design team members to attend the open houses.
- 3.3 *Board / Commission Meetings.* ~~Prepare for and a~~Attend up to two (2) meetings with City Park Board. ~~Up to two~~One (12) design team members to attend the meetings. Materials presented will be the same as those developed under other tasks.
- 3.4 *City Council Meetings.* ~~Prepare for and a~~Attend up two (2) meetings or study sessions with City Council. ~~Up to two~~One (12) design team members to attend the meetings. Materials presented will be the same as those developed under other tasks.
- 3.5 *Review Meetings.* Prepare for and attend up to ~~ten (10)~~three (3) meetings virtually with city staff to prepare for and review outreach materials and event format, methods and structure.
- 3.6 *Pop-Up Events (OPTIONAL).* Prepare for and facilitate an exhibit and engagement to be displayed, activated, and staffed at up to two (2) events held in the park(s) or at another already scheduled city event. Intercept survey will be prepared and conducted at all pop-up events with corresponding on-line survey prepared for the Open House Workshops above. Up to three (3) design team members to attend each event.
- 3.7 *Focus Group (OPTIONAL).* Prepare for and facilitate one (1) focus group workshop (virtual or in-person) with key stakeholders to develop initial programming and overall goals of the site, and identify initial concepts for park improvements. Up to three (3) design team members to attend each workshop.

TASK 4 MASTER PLANNING

- 4.1 *Vision and Goals.* Develop a draft vision, goals, and design criteria to facilitate master planning process. Vision and goals will be updated up to three (3) times to respond to community outreach results and city review.
- 4.2 *Schematic Design Alternatives.* Develop up to three (3) concept alternatives for ~~the New Park site and two (2) concept alternatives for Seibenthaler Park each site.~~ Concepts will address access and circulation, active and passive recreation, open space enhancement, entrances and gateways, ADA accessibility, and an assessment of infrastructure needed to support proposed concepts. Concepts will be presented in one plan graphic with select plan enlargements or sections for key areas of the site if needed. Develop a comparison matrix to facilitate evaluation of the concepts. Design concepts will be hand-drawn with photo examples of proposed improvements. Cost comparison will be provided.
- 4.3 *Preferred Master Plan.* Develop a Preferred Master Plan for site improvements based on the feedback received from the City, key stakeholders, elected officials, and the public. Preferred Master Plan will be drawn in AutoCAD with supporting hand-drawn sketches, sections and elevations and color-rendered for presentation purposes. Photo examples of proposed improvements will be revised as needed. Up to ~~three (3) sketches~~two (2) sketches or other renderings of the proposed improvements will be developed (one for each site).

- 4.4 *Phasing and Funding Plan*. Identify potential phasing and grant funding options for the different design features and other elements presented in the Preferred Master Plan.
- 4.5 *Cost Estimate*. Provide a detailed cost estimate based on proposed improvements, broken down by phase. Costs for annual operations and maintenance is provided under the Operational Model task below.
- 4.6 *Final Master Plan*. Finalize the master plan and supporting documents based on comments received during the public engagement process above. ~~Provide an Executive Summary (generally 11x17 double-sided and folded) that summarizes the overall vision, the public process, the Final Master Plan, and implementation plan.~~
- 4.7 *Review Meetings*. Attend bi-weekly team meetings with the City (duration of 12 months anticipated).
- 4.8 *Operational Model (OPTIONAL)*. Develop an operational model to support overall sustainability goals of the city and identify the long-term maintenance and operations needs of the proposed improvements. Detailed estimate of annual maintenance for park improvements will be limited to Phase 1 limits only. A general ROM cost for long-term maintenance of the remaining phases will be provided on a per acre or per facility type basis from existing park system maintenance costs provided by the City or from data publicly available for other similar facilities.
- 4.9 ~~*Permitting Analysis (OPTIONAL)*. Identify potential permit and regulatory agencies, permit requirements, and triggers for the preferred alternative, including federal, state and local permitting requirements in a written summary and matrix format.~~
- 4.10 *Master Plan Report Summary (OPTIONAL)*. Combine all materials from the master planning process into a written Master Plan Report Summary for each site. ~~Report will include a summary, including a summary of all the public process, written description of final master plan programming and design, and summary of the implementation phases, funding, and permitting and funding plan. All of the detailed planning documents will be included as appendices to the report.~~

TASK 5 ADOPTION (Optional Task)

- 5.1. *Additional Meetings (OPTIONAL)*. Prepare for and attend up to three (3) additional meeting with city staff, Park Board and/or City Council to review draft and final summary. Revise master plan materials based on comments received.
- 5.2. ~~*SEPA Documentation (OPTIONAL)*. Prepare a SEPA Checklist that will be submitted to the City of Sumner Planning Department for City use in documenting compliance with SEPA regulations. The appropriate SEPA Threshold Determination is assumed to be a Mitigated Determination of Non-Significance (MDNS).~~
- 5.3. *RCO Grant Application (OPTIONAL)*. Support the City in preparation of RCO grant application, including responses to evaluation questions and preparation of evaluation meeting presentation.

ASSUMPTIONS

- The above fee is an estimate of how we expect to allocate our time. We reserve the right to move time between phases, consultants, and tasks as needed to accomplish the overall goals of the project.
- Meeting locations, public notice, mailing, and copies of any handouts will be provided by the city. HBB will be responsible for presentations and large format boards for each event. Presentations will be developed in InDesign and PDF formats.
- City will provide tent or other weather protection, tables, chairs, refreshments, and other set-up material needed to support the pop-up events, including rental of a space if the pop-up is held outside.
- On-line surveys will be prepared through Survey Monkey or other similar on-line platform. ArchGIS Storyboard format and custom interactive survey formats are not included at this time.
- Project website and all social media posts will be by the City.
- All translation services, if needed, will be by the City.
- Traffic analysis, architecture, and arboricultural services are not included at this time.
- Sensitive areas assessment does not include quantitative assessment of habitat features or biological studies to determine wildlife presence.
- The City will provide and coordinate right-of-entry for required parcels in advance of any survey field work.
- The City will provide the consultant team unrestricted access to the project area for performance of field activities.
- Agency Right-of-Way (ROW) permits and/or outreach notices will be performed by others (if needed).
- Basemapping will be provided in: Civil3D using Agency CAD standards, unless directed otherwise.
- NAD83 (2011) horizontal and NAVD88 vertical datums will be used for the basemapping.

- Manholes over 25 feet deep or full of debris/water may not be as-built. They may require confined space entry to access the manhole in order to accurately measure the depth.
- Trees four (4) inches in diameter and above will be surveyed. Trees will be labeled with trunk and dripline diameter and the species will only be classified as coniferous or deciduous, unless directed otherwise.
- No Parcel/ROW/ALTA maps will be created but can be scoped and budgeted at a later time (if needed).
- No pipe probes or potholing will be performed as part of the scope. If pipe tracing is needed that is over and above the basic conductible locates, this will be considered out of scope work, requiring additional budget.
- No construction control is needed for this scope. If this is needed, it can be covered in an additional amendment.
- Furtado will call One Call (811) and pick-up utilities within ROW that are marked. Furtado expects very little to be marked and will supplement the previously located utilities by One Call with a private locator (APS) to make sure all utilities are located within ROW and City property.
- City will provide title reports for all parcels.

FEE PROPOSAL – See Exhibit A

In consideration of the above services, we are proposing the following estimated fee:

BASE SERVICES

TASK 1. Background Information / Analysis	\$ 37,386.00
TASK 2. New Park Access & ROW	\$ 10,230.00
TASK 3. Public Engagement	\$ 19,794.00
TASK 4. Master Planning	\$ 65,245.00
Expenses (transportation, reproduction, etc.)	\$ 11,552.00

BASE SERVICES TOTAL	\$ 144,207.00
----------------------------	----------------------

OPTIONAL SERVICES

1.12 Critical Areas Review	\$ 7,686.00
1.13 Wetland Delineation and Critical Areas Report	\$ 12,370.00
1.14 Cultural Inventory and Analysis	\$ 1,680.00
1.15 Green Infrastructure Recommendations	\$ 1,410.00
1.16 Field Drainage Recommendations	\$ 2,000.00
1.16 1.17 Geotechnical Analysis	\$ 17,558.00
3.6 Pop-Up Events	\$ 5,748.00
3.7 Focus Group	\$ 3,268.00
4.8 Operational Model	\$ 5,061.00
4.9 Permitting Analysis	\$ 0.00
4.10 Master Plan Report	\$ 3,466.00
5.1 Additional Meetings	\$ 4,422.00
5.2 SEPA Documentation	\$ 0.00
5.3 RCO Grant Application	\$ 20,508.00

OPTIONAL SERVICES TOTAL	\$ 85,177.00
--------------------------------	---------------------

TOTAL with OPTIONAL services noted in red above	\$ 169,409.00
--	----------------------

EXHIBIT B
CITY OF SUMNER

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

As the person duly authorized to enter into such commitment for

Hough Beck & Baird, Inc (HBB Landscape Architecture)

I hereby certify that the Company or Organization named herein will

(check one box below)

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

OR

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

NAME

TITLE

DATE

EXHIBIT C

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

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

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

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

(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964- 1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

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

Application of Uniform Guidance. If this contract involves the use, in whole or in part, of federal award(s), the following provisions (29 CFR, Subtitle A Part 5, Subpart A, § 5.5, subsections (a)(1) – (a)(10)) shall apply:

(1) Minimum wages.

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

(ii)

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

- (1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and
- (2) The classification is utilized in the area by the construction industry; and
- (3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

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

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

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

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

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

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

(3) Payrolls and basic records.

(i) Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid.

Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in

section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

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

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

- (1) That the payroll for the payroll period contains the information required to be provided under § 5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under § 5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;
- (2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;
- (3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

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

(D) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

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

(4) Apprentices and trainees.

(i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program

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

(ii) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

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

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

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

- (8) Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.
- (9) Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7.. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.
- (10) Certification of eligibility.
- (i) By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).
 - (ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).
 - (iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.
- (E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
- (F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or sub recipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or sub recipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.
- (G) Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended-Contracts and sub grants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
- (H) Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201).
- (I) Debarment and Suspension (Executive Orders 12549 and 12689)-A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide Excluded Parties List System in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1986 Comp., p. 189) and 12689 (3 CFR Part 1989 Comp., p. 235), "Debarment and Suspension." The Excluded Parties List System in SAM contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.
- (J) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)-Contractors that apply or bid for an award of \$100,000 or more must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

SUBJECT: White River Project Property Acquisition: Purchase and Sale Agreement
between City and Donald Bushore

CATEGORY: Consent

BUDGET IMPACT:

Expenditure Required: \$451,880

Within Budget Allocation: Yes

ATTACHMENTS:

1. Bushore PSA Documents
- 2.

STAFF CONTACT: Mike Dahlem, Public Works Director

SUMMARY BACKGROUND:

The City desires to acquire the real property located at 14001 16th St. E. in Sumner, Washington for use in the City's anticipated greater white river restoration and mitigation project(s) for a total purchase price of \$451,880.00. Funding will come from the Storm Utility and Pierce County Flood Control Zone District.

COUNCIL COMMITTEE/STUDY SESSION: Public Works Committee

MEETING/STUDY SESSION DATE: 5/4/2021

COMMITTEE RECOMMENDATION: Do-Pass

STAFF RECOMMENDATIONS/MOTION:

Motion authorizing the Mayor to enter into a purchase and sale agreement with Donald Bushore for the acquisition of the real property addressed 14001 16th St. E for a total purchase price of \$451,880 and authorize the Mayor to execute any and all other documents necessary to effectuate the purchase.

After recording return document to:

City of Sumner
Public Works Department
1104 Maple Street, Ste. 260
Sumner, WA 98390-1423

Document Title: Warranty Deed
Grantors: Donald A. Bushore
Grantee: City of Sumner
Legal Description: Ptn Tract 1, Stuck River Tracts
Assessor's Tax Parcel Number: 7965000011

WARRANTY DEED

White River Restoration Project

The Grantors, **Donald A. Bushore, as his separate estate**, for and in consideration of the sum of TEN AND NO/100 (\$10.00) Dollars, and other valuable consideration, hereby conveys and warrants to **City of Sumner, a municipal corporation**, Grantee, the following described real property situated in Pierce County, in the State of Washington.

The West 75.8 feet of Tract 1, Stuck River Tracts, according to the plat thereof, recorded in volume 25 of plats, page 40, in Pierce County, Washington.

Situate in the City of Sumner, County of Pierce, State of Washington.

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, a municipal corporation** unless and until accepted and approved hereon in writing for the **City of Sumner, a municipal corporation**, by its authorized agent.

WARRANTY DEED

Date: April 29, 2021

Donald A. Bushore
Donald A. Bushore

STATE OF WASHINGTON)
) ss.
COUNTY OF Pierce)

I the undersigned, a Notary Public, do hereby certify that on this 29 day of April, 2021, personally appeared before me Donald A. Bushore, to me known to be the individual described in and who executed the within instrument, and acknowledged that he signed the same as his free and voluntary act and deed for the uses and purposes therein mentioned.

Given under my hand and official seal the day and year in this certificate above written.



[Signature]
Notary Public in and for the State of WA,
Printed Name: Cynthia A. Paro
Residing at Everett, WA
My commission expires 04/07/2025

Accepted and Approved City of Sumner:

Approved to as form:

By: _____
Printed Name: _____
Title: CITY ADMINISTRATOR
Date: _____

By: _____
Printed Name: ANDREA MARQUEZ
Title: CITY ATTORNEY
Date: _____

REAL ESTATE PURCHASE AND SALE AGREEMENT

THIS REAL ESTATE PURCHASE AND SALE AGREEMENT (hereinafter "Agreement") is entered into by and between **Donald A. Bushore, as his separate estate**, (hereinafter "Seller") and the **CITY OF SUMNER**, a municipal corporation and political subdivision of the state of Washington (hereinafter "Purchaser"). Seller and Purchaser may hereinafter collectively be referred to as "Parties" or individually as a "Party."

AGREEMENT

FOR AND IN CONSIDERATION of the mutual promises and covenants contained herein, the sufficiency of which is unconditionally acknowledged by Seller and Purchaser, the Parties agree as follows:

1. **The Property.** Seller is the sole owner in fee simple of certain real property located in Pierce County, Washington identified by parcel number 7965000011 and legally described on the attached **Exhibit A (the Property)**.

2. **Purchase and Sale.** Seller shall sell and convey to Purchaser, and Purchaser shall purchase and accept from Seller, upon the terms, covenants, and conditions set forth in this Agreement, all of Seller's right, title, and interest in and to the Property, including all after-acquired property. Seller warrants that Seller has full right, title, authority, and capacity to execute this Agreement and sell the Property. Purchaser warrants that Purchaser has full right, title, authority, and capacity to execute this Agreement and purchase the Property.

3. **Purchase Price and Payment.** The total purchase price for the Property (hereinafter "Purchase Price") is Four Hundred and Fifty-one Thousand Eight Hundred and Eighty dollars NO/100 (\$451,880) Dollars and shall be paid by Purchaser to Seller by cashier's check, certified check, or wire transfer of immediately available funds to Seller at closing.

4. **Conveyance of Title.** Seller shall convey title to the Property legally described on the attached Exhibit A to Purchaser by Warranty Deed (hereinafter "Deed").

5. **Closing; Possession.** Closing shall occur upon payment of the Purchase Price to Seller from Purchaser and delivery of the executed Deed from Seller to Purchaser (hereinafter "Closing Date"), but in no event later than June 30, 2021. The Parties agree to execute any and all documents necessary to effectuate the intent of this Agreement. Purchaser shall be entitled to possession of the Property legally described on the attached Exhibit A as of the Closing Date.

Personal property – The City has agreed to allow 30 days after closing to complete removal of personal property. Any items remaining after this deadline will transfer to the City of Sumner.

6. **Approval by the Sumner City Council.** The Parties acknowledge that this Agreement shall not be deemed accepted by or binding on the Purchaser until approved by the Sumner City Council in an open public meeting.

7. **Risk of Loss.** Risk of loss of or damage to the Property shall be borne by Seller until the Closing Date. Thereafter, Purchaser shall bear the risk of loss. In the event of material loss of or damage to the Property prior to the Closing Date, Seller shall promptly notify Purchaser in writing and Seller shall not be obligated to restore the Property nor pay

damages to Purchaser by reason of such loss or damage. Upon receipt of written notice pursuant to Section 10 below, Purchaser may within five (5) business days terminate this Agreement by giving written notice of such termination to Seller and such termination shall be effective immediately; provided, however, that Purchaser may elect to purchase the Property in the condition then existing; provided that, Purchaser delivers notice of such election pursuant to Section 10 below within five (5) business days of receipt of Seller's notice of a material loss of or damage to the Property as provided for in this Section 8.

8. **Closing Costs & Prorations.** Seller shall pay its own attorney fees. Purchaser shall pay the cost of recording the Deed, its own attorney fees, and all other costs and expenses allocated to Purchaser and Seller pursuant to the terms of this Agreement; excepting only the Seller's payment of its own attorney fees as provided for above in this Section 8 and any prorations for which it is responsible pursuant to the following sentence. Any taxes, liens, assessments, insurance, or charges imposed by law upon the Property shall be prorated as of the Closing Date, with such prorations to be a final settlement between the Parties.

9. **Notices.** Except as specifically set forth herein, any demand, request or notice which either Party desires or may be required to make or deliver to the other shall be in writing and shall be deemed given when personally delivered, or when delivered by private courier service (such as Federal Express), or three days after being deposited in the United States Mail first class, postage prepaid and addressed as follows:

PURCHASER	SELLER
City Administrator City of Sumner 1104 Maple Street Sumner, WA 98390	Donald A. Bushore 14001 16th ST E Sumner, WA 98390-9632

The foregoing addresses may be changed by written notices to the other party as provided herein.

10. **Time.** Time is of the essence in every provision herein contained.

11. **Binding Agreement.** This Agreement shall inure to the benefit of and be binding upon the heirs, personal representative, successors, and assigns of the Parties.

12. **Attorneys' Fees.** In the event of any litigation regarding the rights and obligations of the parties under this Agreement, the prevailing party shall recover its costs and attorneys' fees, including such costs and attorneys' fees for appeals.

13. **Negotiation and Construction.** This Agreement was negotiated by the Parties and shall be construed according to its fair meaning and not strictly for or against either Party.

14. **Entire Agreement.** This Agreement contains the entire understanding between the Parties and supersedes any prior understandings and agreements between them regarding the subject matter hereof. There are no other representations, agreements, or understandings, oral or written, between the Parties relating to the subject matter of this

Agreement. No amendment of, or supplement to, this Agreement shall be valid or effective unless made in writing and executed by the Parties.

15. Counterparts. This Agreement may be signed in two or more counterparts, which taken together shall constitute the complete Agreement.

16. Invalid Provision. If any provision of this Agreement is held to be illegal, invalid or unenforceable under present or future laws, such provision shall be fully severable; this Agreement shall be construed and enforced as if such illegal, invalid or unenforceable provision had never comprised a part of this Agreement; and the remaining provisions of this Agreement shall remain in full force and effect and shall not be affected by such illegal, invalid or unenforceable provision or by its severance from this Agreement.

[SIGNATURES & ACKNOWLEDGEMENTS APPEAR ON FOLLOWING PAGES]

Approved as to legal form only:

Date: _____

Date: _____

William (Bill) L. Pugh, Mayor

STATE OF WASHINGTON)
) ss
COUNTY OF PIERCE)

On this ____ day of _____, 2021, before me, the undersigned, a notary public in and for the state of Washington, duly commissioned and sworn, personally appeared William (Bill) L. Pugh known to me to be the Mayor of the City of Sumner, Washington, a municipal corporation and political subdivision of the state of Washington, who executed the within and foregoing instrument and acknowledged the said instrument to be the free and voluntary act of said municipal corporation for the uses and purposes therein mentioned, and on oath stated that he is authorized to execute the said instrument.

In witness whereof, I have hereunto set my hand and affixed my official seal the day and year first above written.

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

(SEAL)

Notary Public in and for the State of
Washington, residing at

My commission expires _____

SELLER'S SIGNATURE PAGE

Donald A. Bushore
Donald A. Bushore

STATE OF WASHINGTON)
) ss.
COUNTY OF Pierce)

I the undersigned, a Notary Public, do hereby certify that on this 29 day of April, 2021, personally appeared before me Donald A. Bushore, to me known to be the individual described in and who executed the within instrument, and acknowledged that he signed the same as his free and voluntary act and deed for the uses and purposes therein mentioned.

Given under my hand and official seal the day and year in this certificate above written.



Cynthia A. Paro

Notary Public in and for the State of WA,
Printed Name: Cynthia A. Paro
Residing
at Everett, WA
My commission expires 04-07-2025

Exhibit A
Legal of Property

PARCEL 7965000011

The West 75.8 feet of Tract 1, Stuck River Tracts, according to the plat thereof, recorded in volume 25 of plats, page 40, in Pierce County, Washington.

Situate in the City of Sumner, County of Pierce, State of Washington.

COPY

REAL PROPERTY VOUCHER

AGENCY NAME City of Sumner 1104 Maple Street Ste. 260 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. <table style="width: 100%;"> <tr> <td style="width: 80%;">SIGNATURE (IN INK) FOR EACH CLAIMANT</td> <td style="width: 20%;">DATED</td> </tr> <tr> <td style="height: 100px; vertical-align: bottom;"> X Donald A. Bushore </td> <td style="vertical-align: bottom; text-align: center;"> 4/29/2021 </td> </tr> </table>		SIGNATURE (IN INK) FOR EACH CLAIMANT	DATED	X Donald A. Bushore	 4/29/2021
SIGNATURE (IN INK) FOR EACH CLAIMANT	DATED						
X Donald A. Bushore	 4/29/2021						
GRANTOR OR CLAIMANT (NAME, ADDRESS) Donald A. Bushore 14001 16th ST E Sumner, WA 98390-9632		TIN/SSN: 					
PROJECT NO. AND TITLE White River Restoration Project, Phase 2		X					
FEDERAL AID NO. 		PARCEL NO. 7965000011					
In full, complete and final payment and settlement for the title or interest conveyed or released, as fully set forth in		<table style="width: 100%;"> <tr> <td style="width: 40%; text-align: center;">DATED</td> <td style="width: 60%; text-align: center;">\$ AMOUNT</td> </tr> </table>		DATED	\$ AMOUNT		
DATED	\$ AMOUNT						
LAND: Total acquisition on 22,588 sq.ft. in fee		+ \$132,000.00					
IMPROVEMENTS: All realty improvements		+ \$158,000.00					
DAMAGES: Cost to Cure Proximity Other		+ + +					
SPECIAL BENEFITS							
JC (Just Compensation) Amount		\$290,000.00					
REMAINDER: Uneconomic Remnant Excess Acquisition		+ +					
DEDUCTIONS: Amount Previously Paid Performance Bond Salvage Amount Pre Paid Rent Other							
ADMINISTRATIVE SETTLEMENT		+ \$161,880.00					
STATUTORY EVALUATION ALLOWANCE		+					
ESCROW FEE		+					
REAL ESTATE EXCISE TAX		+					
OTHER:		+					
ACQUISITION AGENT Cynthia Paro		DATE 4/29/2021	Voucher No. 				
AUTHORIZED AGENT FOR AGENCY		DATE	TOTAL AMOUNT PAID \$451,880.00				



Monthly Project Management Report

May 2021

Table of Contents

Major Projects	3
Bridge Street Bridge Replacement (13-01)	3
Stewart Road Bridge Replacement (13-08)	4
East Sumner Neighborhood Stormwater Ponds – Phase II (13-10)	4
166 th Ave E Widening (13-11)	5
Fryar Ave Trail (14-01)	5
Left Bank Setback/White River Restoration (14-10)	6
Decant Facility (15-02)	6
410/Traffic Ave Interchange (15-04)	7
Operations Facilities (17-13)	7
Biosolids Dewatering Improvements (17-18)	8
South Tank Seismic Retrofit (CIP 19-10)	8
Sumner Tapps Highway Guardrail Upgrade (19-01)	9
Main St/Wood Ave Intersection Improvements (19-02)	9
Alder & Kincaid Utility Improvements (19-05)	10
160 th Retrofit and Pervious Sidewalks (19-08)	10
Rivergrove Community Pedestrian Bridge over SR 410 (20-07)	11
Academy Street Bike Lanes (20-08)	12
Small Works Projects	12
Viewpoint Booster Pump Station - Generator	12
LS #11 Hatch Replacement (CIP 20-05)	13
South Tank Drain Line Repair (CIP 20-11)	13

LS #2 and #6 Control Panel Replacement (CIP 20-04)14

Hubbard Street Water Main (CIP 20-12)14

Main Street Property Demos (W-19-02)15

Roadway Paint Line Application15

Crack Seal Application15

Pavement Patching.....16

Major Projects

Project: Bridge Street Bridge Replacement (13-01)		Project Manager: Andrew Leach	Budget: \$12,000,000
Finance: \$9,600,000 BRAC Grant, \$1,069,360 Sumner REET and \$1,333,640 TIB			
Description: Design and Construct a replacement bridge for Bridge Street.			
Schedule/Milestones: ■ Selection of Design Consultant (02/13) ■ Design Consultant Contract Award (03/13) ■ Environmental Review complete (11/15) ■ ROW Acquisitions (12/16) ■ Design Complete (01/17) ■ Construction Contract Award (04/17) ☐ Construction Complete (12/20)		Status: City is working on the closeout process with WSDOT. Contractor is working on punchlist items. Final pavement is down. Contractor is working on final items. The last one-third of the new bridge is under construction. The old bridge has been removed. Traffic switched over to new bridge on October 8th. Construction has begun	
Next Critical Activities (dates): Project Acceptance (8/21)		SB Structures was awarded the construction contract at the 4/17/17 Council Meeting. The Pre-Construction meeting for this project is scheduled for 5/4 at 10:00 a.m.	
Next Council Actions (dates): Project Acceptance (8/21)		The City recently went out to bid for the construction of this project. The bid opening is scheduled for 3/31/17.	
Next Public Actions (dates):		Federal NEPA review has been completed. Right-of-way acquisition has begun. Currently waiting for the final environmental review from DOE. A request has been submitted to WSDOT to proceed with the right-of-way acquisition. A Shoreline Permit Hearing is scheduled for September 10th.	

Project: Stewart Road Bridge Replacement (13-08)		Project Manager: Michael Kosa	Budget: \$30,000,000
Finance: \$6,833,959 STP Grant, \$187,074 City of Sumner, \$4,260,000 Pierce County, \$50,000 Tarragon, \$3,000,000 FMSIB, \$50,000 Port of Tacoma, \$150,000 City of Auburn			
Description:			
Schedule/Milestones: ☒ Selection of Design Consultant (10/13) ☒ Design Consultant Contract Award (12/13) ☒ ROW Environmental Review Completed (11/16) ☐ ROW Acquisitions (06/22) ☐ Design Complete (06/22) ☐ Construction Contract Award (01/23) ☐ Construction Complete (08/26)		Status: Final Design Kickoff completed, Value Engineering Effort Underway. BergerABAM is completing the environmental design and right-of-way acquisitions. Project is in formal ESA consultations since 2/2019. Project awarded new grants (City of Auburn \$150,000)(Federal STP funds \$4,920,000, construction phase; Port of Tacoma, \$50,000, design phase) Pacific has received full funding for the design, ROW and construction of their adjacent project. The right-of-way services are now under contract. BergerABAM is beginning the preliminary work to engage the property owners.	
Next Critical Activities (dates): Right-of-Way Acquisition (06/22)		The Scope and Budget for Right-of-Way services has been received and will go to the 6/19 Council Meeting.	
Next Council Actions (dates):		The City is currently working with BergerABAM on the Scope & Fee for Right-of-Way services. The City is working with WSDOT and PSRC to finalize a process that will allow the right-of-way to proceed concurrent with the environmental studies of the White River currently being undertaken.	
Next Public Actions (dates):			

Project: East Sumner Neighborhood Stormwater Ponds – Phase II (13-10)		Project Manager: Michael Kosa	Budget: \$2,000,000
Description: Complete the design and construction of a regional stormwater pond and relocation of Salmon Creek on City properties located near Sumner Tapps Hwy, between 64 th St E and 60 th St E.			
Schedule/Milestones: ☒ Design Consultant Contract Award (09/13) ☒ Design Complete (07/15) ☒ Construction Contract Award (08/15) ☒ Construction Complete (12/19) ☐ Complete Plant Establishments (01/22)		Status: Project in plant establishment period. Project 90% constructed. 60 th reopened to traffic, there are no other major traffic impacts planned during project. Work restarted July 2019. The culvert has been delivered to the site. 60 TH Street may be closed for culvert installation, depending on contractor availability. Corps permit secured, contractor beginning project restart. The City is currently waiting on permit approval from the Army Corps of Engineers. Permit meeting occurred on site and an ESA consultation is pending. The contractor is currently on winter shutdown. Contractor to start work mid-September. Plantings at the mitigation site are 100% complete. Contractor to provide construction schedule for Mitigation Pond the week of 8/8/16. Contract has been suspended until further notice.	
Next Critical Activities (dates): Plant Establishment (01/22)			
Next Council Actions (dates): Project Acceptance (06/22)			
Next Public Actions (dates):			

Project: 166 th Ave E Widening (13-11)	Project Manager: Michael Kosa	Budget: \$16 Million
Finance: Port of Tacoma \$25,000, \$950,000 City (TIF & Storm), \$1,219,650 (Federal – STP)		
Description: Construct Improvements to 166 th Ave E to decrease congestion and improve safety at 64 th St E and at SR 410 westbound ramps		
Schedule/Milestones: ☒ Consultant Award (12/18) ☒ Concept Report Complete (07/20) ☐ Complete Fish Passage Culvert Design/Permitting (6/22) ☐ WSDOT Preliminary Design Approval (7/21)	Status: Design Development underway for preliminary roadway and culvert/creek design Concept report approved. Project will contact adjacent property owners, then publicize the findings. Concept Report (Intersection Control Evaluation) being reviewed at WSDOT.	
Next Critical Activities (dates): Complete Preliminary Plans (6/21)		
Next Council Actions (dates):		
Next Public Actions (dates):		

Project: Fryar Ave Trail (14-01)	Project Manager: Andrew Leach	Budget: \$228,624	Finance: \$197,760.00 (CMAQ-Design Only) and \$30,864 (City)
Description: To design the last missing link of trail in town between Bridge Street Bridge and Fryar Bridge. The trail currently consists of a sidewalk & bike lane.			
Schedule/Milestones: ☒ Selection of Design Consultant (05/14) ☒ Design Consultant Contract Award (05/14) ☐ Design Complete (12/22) ☐ Construction Contract Award (TBD) ☐ Construction Complete ()	Status: The City will be receiving grant funding for the ROW phase of the project. The City is currently moving forward with the environmental phase of the project. The City is currently looking at grant opportunities to purchase right-of-way and moving forward with the environmental phase of the project. The design on this project is moving forward. A few alternatives for the trail layout were reviewed and a final layout was selected. Selecting the final layout will allow for the environmental phase to move forward. The design on this project is on hold until FEMA discussions allow for the trail to be constructed in the floodway. BergerABAM is proceeding with the design.		
Next Critical Activities (dates): Design Complete			
Next Council Actions (dates):			
Next Public Actions (dates):			

Project: Left Bank Setback/White River Restoration (14-10)		Project Manager: Doug Beagle	Budget: \$824,000	Finance: \$
Description: Enhance nearly 3.2 miles of riverbank. The channel will be widened by up to 200ft landward of the ordinary high to allow capacity for 100-yr event				
Schedule/Milestones: ☒ Selection of Design Consultant (09/14) ☒ Design Consultant Contract Award (09/14) ☐ Design Complete (TBD) ☐ ROW Acquisition (TBD) ☐ Construction Contract Award () ☐ Construction Complete ()		Status: The next dialogue meeting is scheduled for April 13 th , 2021. Permit Submitting to ARMY CORP Dec 2020 Moving from 65% TO 90% Plans NSD-Consultant Supplement Contract PW-committee Meeting August A meeting took place on 5/11 and the next meeting is scheduled for 6/8.		
Next Critical Activities (dates):		Draft Hydraulic and Sediment reports have been presented to the Dialogue Group and the next meeting is scheduled for May 11 th .		
Next Council Actions (dates): ROW Acquisition (TBD)		Hydraulic and Sediment models are under review. The dialogue group continues to meet.		
Next Public Actions (dates):		Consultant has begun hydraulic and sediment work. Two (2) Consultant Service Contracts are going to the 7/18/16 Council Meeting. One is Amendment #2 with West Consultants and the 2 nd is with Natural Systems Design.		

Project: Decant Facility (15-02)		Project Manager: Michael Kosa	Budget: \$747,000	Finance: \$390K Ecology Grant
Description: Design and construct upgrades to the Decant Facility. Improvements will include a concrete slab and a pre-engineered metal building.				
Schedule/Milestones: ☒ Selection of Design Consultant (10/16) ☒ Design Consultant Contract Award (11/16) ☒ Design Complete (04/17) ☒ Construction Contract Award (09/17) ☒ Construction Complete (11/19)		Status: Asphalt pavement work expected to advertise for construction in June as small works project Project awaiting asphalt pavement after SR 410/Traffic Ave Interchange Contractor is complete Project in closeout Working on final Ecology Reimbursement. Stormwater pond construction is complete. Project is entering close out. Negotiating change order with contractor to construct stormwater pond required by Ecology. Coordinating plans with ecology, plan to construct storm water pond and asphalt paving in 2019. Notified of \$390K Ecology Grant		
Next Critical Activities (dates): Advertise for Construction (5/21)		Building construction complete. Investigating adding asphalt driving surface to project. This project is under construction and the contractor is currently working on final completion and punchlist.		
Next Council Actions (dates): N/A		This project is under construction and the contractor is currently working on floor slabs. This project is under construction and the contractor is currently working on subgrade and foundations. Western Engineering Constructors, Inc., was awarded the construction contract at a Special Council Meeting on 8/14/17.		
Next Public Actions (dates): N/A		Contracts are currently being signed.		

Project: 410/Traffic Ave Interchange (15-04)		Project Manager: Andrew Leach	Budget: \$17,000,000
Description: Construct a new overpass for the SR 410/Traffic Ave Interchange to meet the demands of freight and commuter traffic.			
Finance: <i>Design:</i> Sound Transit \$100K, WA State Legislature #1 \$300K, Private Dev. \$75K, Port of Tacoma #1 \$11.5K, City of Sumner \$75K, STP Grant \$313K <i>Construction:</i> FIMSB \$2.5M, Sound Transit \$5.0M, Port of Tacoma #2 \$45k, WA State Legislature #2 \$500K, Private Development \$1.0M, TIB \$3M			
Schedule/Milestones: ☒ Selection of IJR Consultant (10/15) ☒ Preliminary Design Consultant Contract Award (08/16) ☒ Final Design Consultant Contract Award (07/17) ☒ Final Design Complete (12/18) ☒ Construction Contract Award (07/19) ☐ Construction Complete (12/21)		Status: Contract is moving into the plant establishment period of the project. Contractor has completed final paving. Contractor is now working on streetlights and landscaping. New signals have been installed. Contractor is working near final paving. Contractor is working on new signals on either end of the new bridge. Construction on new bridge has started. Construction has begun, contractor is working on temp water main. Ceccanti, Inc. was awarded the contract at the July 22nd special council meeting. A preconstruction meeting will be scheduled for early August. Bids opened 7/3/19 The final design is currently underway. The consultant agreement with Parametrix has been executed and the final design will begin in July.	

Project: Operations Facilities (17-13)		Project Manager: Doug Beagle	Budget: \$10,000,000
Description: Construct a new operations facility to house the water, sewer, storm and street maintenance staff and equipment. The current shops facility will be modified to house the Parks & Facilities maintenance staff and equipment as well as the community float, 1932 Kenworth fire engine, DARE GTO and the Police Department's impound and oversized evidence.			
Schedule/Milestones: ☒ Consultant Services Contract (08/18) ☐ Design Complete (TBD) ☐ Construction Contract Award (TBD) ☐ Construction Complete (TBD)		Status: Consultant working towards 90% plans Amendment being brought to February PWC for final design and construction management. Review of final concept 11-24-20 Work group session have begun and waiting for review of sessions. The Consultant contract has been fully executed. Consultant has been selected and working through scope and fee. RFP for Consultant Services to be advertised in February. Properties are under contract with new phase 1 environmental being done soon. Consultant is working on initial diagram/layout of facility. In negotiations with property owners and wrapping up. Design consultant has done 3-D modeling/massing studies at multiple locations. Site locations have been narrowed down and the City is moving forward with contacting property owners.	
Next Critical Activities (dates): Property Acquisition			
Next Council Actions (dates):			

Project: Biosolids Dewatering Improvements (17-18)		Project Manager: Jason Van Gilder	Budget: \$120,000 (Design Only)
Description: Procurement and installation of a second centrifuge for the dewatering of biosolids at the Waste Water Treatment Facility. This will also include construction of a structural platform and electrical/telemetry modifications to accommodate the new centrifuge.			
Schedule/Milestones: ☒ Consultant Services Contract (12/17) ☒ Construction Contract Award (09/19) ☐ Construction Complete (04/21)		Status: Project is substantially complete. (NoV-2020-Update) The new centrifuge is operational. Notice to proceed with construction was issued, effected 11/1/19. Project was awarded in September 2019. Bids for construction were received in August 2019. Project was advertised in July 2019 and bids are requested in August 2019. 95% Plans and Specifications have been submitted to the City for review. Gray and Osborne is finishing up the design. An equipment procurement package has been submitted to the City staff for review. A technical memorandum and draft equipment procurement package was submitted for City review on 3/22/18, and comments returned by the City on 4/10/18. Gray and Osborne has been awarded the design contract and is proceeding with design services. Gray and Osborne has been selected as the most qualified firm to complete this work. Finance has recommended soliciting for Request for Qualifications (RFQ) for this work.	
Next Critical Activities (dates):			
Next Council Actions (dates): Construction Contract Acceptance (09/21)			

Project: South Tank Seismic Retrofit (CIP 19-10)		Project Manager: Jason Van Gilder	Budget: \$2,463,900
Description: Design and construction of an anchoring system to improve the resiliency of the south tank reservoir.			
Schedule/Milestones: ☒ Select Design Consultant (1/20) ☐ Bid Award (9/21) ☐ Construction Complete (9/22)		Status: Design is underway. A delay in the design was encountered due to damages to the facilities during the Sumner Grade Fire that prevent the tank from being drained. Design work resumed in March 2021.	
Next Critical Activities (Dates): Construction Contract Award (9/21)			
Next Council Actions (dates): Construction Contract Award (9/21)			
Next Public Actions (dates): N/A			

Project: Sumner Tapps Highway Guardrail Upgrade (19-01)		Project Manager: Michael Kosa	Budget: \$1,455,300
Finance: City Funds \$112,700, Federal HSIP Funds \$448,600, Federal STP Funds \$749,000			
Description: Evaluate and construct upgrades to existing obsolete guardrail along Sumner-Tapps Highway, resurface Sumner-Tapps Highway			
Schedule/Milestones: ■ Design Award (12/19) ■ Design Complete (06/20) ■ Obligate Construction (8/20) ■ Award Construction Contract (11/20) ☐ Complete Resurfacing Construction (6/21) ☐ Advertise Guardrail Construction (9/21) ☐ Award Guardrail Construction (11/21) ☐ Complete Guardrail Construction (2/22)		Status: Resurfacing Construction Underway Resurfacing scheduled to begin in late April, weather permitting Project delayed until April 2021. Bids opened and came in underbudget. Guardrail portion of project in design. Funding secured for Phase 1 resurfacing construction. Resurfacing project will construct in 2020. Consultant kickoff in February. The survey fieldwork is complete. Consultant agreement at council. Consultant qualifications being evaluated. RFQ is out for advertisement. Funding has been obligated. Staff is working w/ WSDOT to obligate Design funds. Staff is preparing paperwork to add project to federal programming	
Next Critical Activities (dates): Begin Construction (04/21)			
Next Council Actions (dates): Resurfacing Project Completion (09/21)			
Next Public Actions (dates):			

Project: Main St/Wood Ave Intersection Improvements (19-02)		Project Manager: Michael Kosa	Budget: \$209K (Design), \$250K (ROW), \$1.8M (Construct.)
Finance: City funds \$1,864,000, Federal STP Funds \$405,000			
Description: Develop design for replacing the obsolete signal and complete ADA upgrades to bring the intersection into compliance			
Schedule/Milestones: ■ Design Award (10/19) ■ Begin ROW Acquisition (09/20) □ Design Complete (09/21) □ Complete ROW Acquisition (12/21) □ Obligate Construction (2/2022) □ Complete Construction (12/2022)		Status: 90% Design at City for Review Beginning 90% design, ROW acquisition, City funding Construction phase in 2022 Internal review of 30% Design. Additional funding acquired for right-of-way acquisition phase. Project progressing toward 30% design. Project survey complete in November. Consultant agreement award at Council. Consultant selection completed. Developing consultant agreement. Staff is completing federal obligation paperwork.	
Next Critical Activities (dates): WSDOT Review (4/21)			
Next Council Actions (dates): ROW Acquisition (09/21)			
Next Public Actions (dates):			

Project: Alder & Kincaid Utility Improvements (19-05)		Project Manager: Jason Van Gilder	Budget: \$TBD
Description: Replacement of utilities in the Alder and Kincaid Right-of-Way in the vicinity of the Red Apple property. Necessary to replace aging infrastructure and support the town center plan redevelopment.			
Schedule/Milestones: ☒ Select Design Consultant (10/19) ☒ Award Final Design Contract (7/20) ☐ Bid Award (02/22) ☐ Construction Complete (03/23)		Status: Design has been put on hold due to the Main Street Visioning work occurring around Heritage Park. Design development work has been completed and staff is recommending a final design contract for council approval. Request for Qualifications were received in August. Staff is working on finalizing the project extents before negotiating a scope and budget with the consultant. Project requirements are being compiled in advance of design consultant selection.	
Next Critical Activities (Dates): Construction Contract Award (2/22)			
Next Council Actions (dates): Construction Contract Award (2/22)			
Next Public Actions (dates):			

Project: 160th Retrofit and Pervious Sidewalks (19-08)		Project Manager: Andrew Leach	Budget: \$
Finance: Ecology and Complete Street Funds			
Description: Installing pervious sidewalks on 160 th that will fill in the sidewalk gap between the YMCA and main Street			
Schedule/Milestones: ☒ Selection of Design Consultant (09/19) ☒ Design Consultant Contract Award (03/20) ☐ Design Complete (5/21) ☐ Construction Contract Award (TBD) ☐ Construction Complete ()		Status: The 90% design is with Ecology for Review. Design is 30% complete and moving forward to final design. Starting project design. Grant agreement passed by Council. City is working on grant agreement with DOE. Staff is currently reviewing SOQs to select a design consultant for the project.	
Next Critical Activities (dates):			
Next Council Actions (dates):			
Next Public Actions (dates): N/A			

Project: Rivergrove Community Pedestrian Bridge over SR 410 (20-07)		Project Manager: Andrew Leach	Budget: \$5,000,000
Finance: Sound Transit funds (\$452,000) (Design Only)			
Description: Construct a new pedestrian bridge over SR 410 at Sumner Avenue to provide a non-motorized connection to the Rivergrove Neighborhood.			
Schedule/Milestones: ■ Grant Agreement Complete (06/20) ■ RFQ (06/20) ■ Consultant Agreement Award (12/20) □ Public Outreach (09/21) □ Design Complete (12/22) □ Right-of-Way Acquisition Complete (12/22) □ Construction Complete (12/26)		Status: Consultant has begun design work on the project. Contract will be awarded at the December Council Meeting The City has completed consultant interviews and will be working with V+M Structural Design to execute a scope and fee. City has advertised a request for qualifications for a project design consultant.	
Next Critical Activities (dates): 30% Submittal (05/21)			
Next Council Actions (dates): Consultant Design Supplement (5/21)			
Next Public Actions (dates):			

Project: Academy Street Bike Lanes (20-08)	Project Manager: Michael Kosa	Budget: \$ 972,225
Finance: Sound Transit funds (\$875,000)		
Description: Develop an east-west bicycle corridor extending east from the Sumner Sound Transit Station to Wood Avenue.		
Schedule/Milestones: ☒ Grant Agreement Complete (06/20) ☒ RFQ (06/20) ☒ Consultant Agreement Award (10/20) ☐ Public Outreach (04/21) ☐ Design Complete (12/21) ☐ Construction Contract Award (04/22) ☐ Construction Complete (12/22)	Status: Public Engagement in process, consultant beginning Final Design Consultant beginning conceptual design phase City is evaluating consultant qualifications City has advertised a request for qualifications for a project design consultant.	
Next Critical Activities (dates):		
Next Council Actions (dates): Construction Award (02/22)		
Next Public Actions (dates): End Public Outreach Period (6/21)		

Small Works Projects

Project: Viewpoint Booster Pump Station - Generator	Project Manager: Jason Van Gilder	Budget: \$206,000
Description: Design and installation of a standby power system for the Viewpoint Booster Pump Station		
Schedule/Milestones: ☒ Select Design Consultant (1/20) ☒ Bid Award (10/20) ☐ Construction Complete (9/21)	Status: Project has been awarded and construction activities are underway. Supply chain issues are likely to delay construction into June 2021. Design is complete.	
Next Critical Activities (Dates): Construction Contract Complete (9/21)		
Next Council Actions (dates): Construction Acceptance (12/21)		
Next Public Actions (dates): N/A		

Project: LS #11 Hatch Replacement (CIP 20-05)	Project Manager: Jason Van Gilder	Budget: \$
Description: Design and installation of replacement hatches for LS #11 in the 16 th Street roadway		
Schedule/Milestones: ☒ Select Design Consultant (5/20) ☒ Bid Award (11/20) ☐ Construction Complete (07/21)	Status: Project is substantially complete. Design is complete.	
Next Critical Activities (Dates): Construction Complete (7/21)		
Next Council Actions (dates): Project Acceptance (7/21)		
Next Public Actions (dates): N/A		

Project: South Tank Drain Line Repair (CIP 20-11)	Project Manager: Jason Van Gilder	Budget: \$46,100
Description: Design and installation of replacement hatches for LS #11 in the 16 th Street roadway		
Schedule/Milestones: ☒ Select Design Consultant (5/20) ☒ Bid Award (1/21) ☐ Construction Complete (05/21)	Status: Construction Activities are substantially complete. Design is complete.	
Next Critical Activities (Dates): Construction Complete (7/21)		
Next Council Actions (dates): Project Acceptance (7/21)		
Next Public Actions (dates): N/A		

Project: LS #2 and #6 Control Panel Replacement (CIP 20-04)	Project Manager: Jason Van Gilder	Budget: \$
Description: Design and installation of replacement control panels at lift stations #2 and #6		
Schedule/Milestones: ☒ Select Design Consultant (10/20) ☐ Bid Award (5/21) ☐ Construction Complete (010/21)	Status: Final design is in progress.	
Next Critical Activities (Dates): Construction Contract Award (5/21)		
Next Council Actions (dates): Project Acceptance (2/22)		
Next Public Actions (dates): N/A		

Project: Hubbard Street Water Main (CIP 20-12)	Project Manager: Jason Van Gilder	Budget: \$282,500
Description: Replacement of failing water main within the Hubbard Street ROW.		
Schedule/Milestones: ☒ Select Design Consultant (10/20) ☒ Bid Award (12/20) ☒ Construction Complete (03/21)	Status: Construction Activities are substantially completed.	
Next Critical Activities (Dates): Project Acceptance (07/21)		
Next Council Actions (dates): Project Acceptance (07/21)		
Next Public Actions (dates): N/A		

Project: Main Street Property Demos (W-19-02)		Project Manager: Andrew Leach	Budget: \$172,000.00
Description: Demolition of three houses on Main Street.			
Schedule/Milestones: ■ Construction Contract Award (03/19) ■ Construction Complete (12/20)		Status: The City is waiting for the next quarterly testing period. City will be performing the next round of testing. The City is currently waiting for testing results from the lab. Soil cleanup has begun. Samples are being sent to the lab for testing. The City has executed a task order with GeoDesign to begin soil clean up. The City is reviewing a proposal for the site cleanup. Soil is being tested to find extent of contamination. Demolition and Abatement have been completed. The City is reviewing options for the contaminated soil removal.	
Next Critical Activities: Construction Project Acceptance (08/21)			
Next Council Actions (dates):			

Project: Roadway Paint Line Application		Project Manager: Michael Kosa	Budget: City Funds \$30,000
Description: Complete annual paint pavement marking through an MOU with Pierce County			
Schedule/Milestones: ☐ Verify Painting Schedule (06/21) ☐ Complete Construction (9/21)		Status: County to Schedule work in Summer 2021	
Next Critical Activities (dates): N/A			
Next Council Actions (dates): N/A			
Next Public Actions (dates):			

Project: Crack Seal Application		Project Manager: Michael Kosa	Budget: City Funds \$ 75,000
Description: Complete crack sealing application to local roads to preserve roadway surfaces			
Schedule/Milestones: ☐ Project Advertisement (06/21) ☐ Construction Contract Award (07/21) ☐ Construction Complete (09/21)		Status: Project being set up. Work areas being identified.	
Next Critical Activities (dates):			
Next Council Actions (dates): N/A			

Project: Pavement Patching		Project Manager: Michael Kosa	Budget: City Funds \$ 60,000
Description: Complete pavement repairs by removing and replacing small sections of failed pavement to preserve roadway surfaces			
Schedule/Milestones: ☐ Project Advertisement (06/21) ☐ Construction Contract Award (07/21) ☐ Construction Complete (09/21)		Status: Project being set up. Work areas being identified.	
Next Critical Activities (dates):			
Next Council Actions (dates): N/A			