

PUBLIC WORKS CONTRACT
between City of Sumner and
Miles Resources, LLC.

THIS AGREEMENT, made and entered into this day of _____, between the City of Sumner under and by virtue of Title 35 RCW (Cities and towns) as amended and Miles Resources, LLC., hereinafter called the Contractor.

WITNESSETH:

That in consideration of the terms and conditions contained herein and attached and made a part of this agreement, the parties hereto covenant and agree as follows:

- I. The Contractor shall do all work and furnish all tools, materials and equipment for

CIP 24-04 Washington St Preservation

in accordance with and as described in the (a) attached plans and specifications, (b) the standard specifications of the Washington State Department of Transportation, and (c) all other documents, specifications, provisions and required regulations contained in the Bid Document package provided at bid opening, all of which are considered the "Contract Documents" and are incorporated herein by this reference and made part hereof as if fully set forth in this contract, and, shall perform any changes in the work in accord with the Contract Documents.

The Contractor shall provide and bear the expense of all equipment, work and labor, of any sort whatsoever that may be required for the transfer of materials and for constructing and completing the work provided for in these Contract Documents except those items mentioned therein to be furnished by the City of Sumner.

II. The City of Sumner hereby promises and agrees with the Contractor to employ, and does employ the Contractor to provide the materials and to do and cause to be done the above described work and to complete and finish the same in accord with the attached plans and specifications and the terms and conditions herein contained and hereby contracts to pay for the same according to the attached specifications and the schedule of unit or itemized prices at the time and in the manner upon the conditions provided for in this contract. The Contractor for himself/herself, and for his/her heirs, executors, administrators, successors, and kin, does hereby agree to the full performance of all the covenants herein contained upon the part of the Contractor.

III. **Insurance and Indemnity.** The following insurance and indemnification provisions shall apply to all of the above described work.

The Contractor shall defend, indemnify and hold the Public Entity, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or in connection with the performance of this Agreement, except for injuries and damages caused by the sole negligence of the Public Entity.

Should a court of competent jurisdiction determine that this Agreement 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 Contractor and the Public Entity, its officers, officials, employees, and volunteers, the Contractor's liability hereunder shall be only to the extent of the Contractor's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the Contractor's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Agreement.

A. Insurance Term

The Contractor shall procure and maintain insurance, as required in this Section, without interruption from commencement of the Contractor's work through the term of the contract and for thirty (30) days after the Physical Completion date, unless otherwise indicated herein.

B. No Limitation

The Contractor's maintenance of insurance, its scope of coverage and limits as required herein shall not be construed to limit the liability of the Contractor to the coverage provided by such insurance, or otherwise limit the Public Entity's recourse to any remedy available at law or in equity.

C. Minimum Scope of Insurance

The Contractor's required insurance shall be of the types and coverage as stated below:

1. Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be at least as broad as Insurance Services Office (ISO) form CA 00 01.
2. Commercial General Liability insurance shall be at least as broad as ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, stop gap liability, independent contractors, products-completed operations, personal injury and advertising injury, and liability assumed under an insured contract. The Commercial General Liability insurance shall be endorsed to provide a per project general aggregate limit, using ISO form CG 25 03 05 09 or an equivalent endorsement. There shall be no exclusion for liability arising from explosion, collapse or underground property damage. The Public Entity shall be named as an additional insured under the Contractor's Commercial General Liability insurance policy with respect to the work performed for the Public Entity using ISO Additional Insured endorsement CG 20 10 10 01 and Additional Insured-Completed

Operations endorsement CG 20 37 10 01 or substitute endorsements providing at least as broad coverage.

3. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.
4. Builders Risk insurance covering interests of the Public Entity, the Contractor, Subcontractors, and Sub-subcontractors in the work. Builders Risk insurance shall be on a special perils policy form and shall insure against the perils of fire and extended coverage and physical loss or damage including flood, earthquake, theft, vandalism, malicious mischief, and collapse. The Builders Risk insurance shall include coverage for temporary buildings, debris removal, and damage to materials in transit or stored off-site. This Builders Risk insurance covering the work will have a deductible of \$5,000 for each occurrence, which will be the responsibility of the Contractor. Higher deductibles for flood and earthquake perils may be accepted by the Public Entity upon written request by the Contractor and written acceptance by the Public Entity. Any increased deductibles accepted by the Public Entity will remain the responsibility of the Contractor. The Builders Risk insurance shall be maintained until the Public Entity has granted substantial completion of the project. An installation floater may be acceptable in lieu of Builders Risk for renovation projects only if approved in writing by the Public Entity.

D. Minimum Amounts of Insurance

The Contractor shall maintain the following insurance limits:

1. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.
2. Commercial General Liability insurance shall be written with limits no less than \$2,000,000 each occurrence, \$2,000,000 general aggregate and a \$2,000,000 products-completed operations aggregate limit.
3. Builders Risk insurance shall be written in the amount of the completed value of the project with no coinsurance provisions.

E. Public Entity Full Availability of Contractor Limits

If the Contractor maintains higher insurance limits than the minimums shown above, the Public Entity shall be insured for the full available limits of Commercial General and Excess or Umbrella liability maintained by the Contractor, irrespective of whether such limits maintained by the Contractor are greater than those required by this contract or whether any certificate of insurance furnished to the Public Entity evidences limits of liability lower than those maintained by the Contractor.

F. Other Insurance Provision

The Contractor's Automobile Liability, Commercial General Liability and Builders Risk insurance policies are to contain, or be endorsed to contain that they shall be primary insurance as respect the Public Entity. Any insurance, self-insurance, or self-insured pool coverage maintained by the Public Entity shall be excess of the Contractor's insurance and shall not contribute with it.

G. Contractor's Insurance for Other Losses

The Contractor shall assume full responsibility for all loss or damage from any cause whatsoever to any tools, Contractor's employee owned tools, machinery, equipment, or motor vehicles owned or rented by the Contractor, or the Contractor's agents, suppliers, contractors or subcontractors as well as to any temporary structures, scaffolding and protective fences.

H. Waiver of Subrogation

The Contractor and the Public Entity waive all rights against each other, any of their Subcontractors, Sub-subcontractors, agents and employees, each of the other, for damages caused by fire or other perils to the extent covered by Builders Risk insurance or other property insurance obtained pursuant to the Insurance Requirements Section of this Contract or other property insurance applicable to the work. The policies shall provide such waivers by endorsement or otherwise.

I. Acceptability of Insurers

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

J. Verification of Coverage

The Contractor shall furnish the Public Entity with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsements, evidencing the Automobile Liability and Commercial General Liability insurance of the Contractor before commencement of the work. Before any exposure to loss may occur, the Contractor shall file with the Public Entity a copy of the Builders Risk insurance policy that includes all applicable conditions, exclusions, definitions, terms and endorsements related to this project. Upon request by the Public Entity, the Contractor shall furnish certified copies of all required insurance policies, including endorsements, required in this contract and evidence of all subcontractors' coverage.

K. Subcontractors

The Contractor shall cause each and every Subcontractor to provide insurance coverage that complies with all applicable requirements of the Contractor-provided insurance as set forth herein, except the Contractor shall have sole responsibility for determining the limits of coverage required to be obtained by Subcontractors. The Contractor shall ensure that the Public Entity is an additional insured on each and every Subcontractor's Commercial General liability insurance policy using an endorsement as least as broad as ISO CG 20 10 10 01 for ongoing operations and CG 20 37 10 01 for completed operations.

L. Notice of Cancellation

The Contractor shall provide the Public Entity and all Additional Insureds for this work with written notice of any policy cancellation within two business days of their receipt of such notice.

M. Failure to Maintain Insurance

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

N. Additional Insurance

All insurance policies, with the exception of Workers Compensation, and of Professional Liability and Builder's Risk (if required by this Contract) shall name the following listed entities as additional insured(s) using the forms or endorsements required herein:

- the Contracting Agency and its officers, elected officials, employees, agents, and volunteers

The above-listed entities shall be additional insured(s) for the full available limits of liability maintained by the Contractor, irrespective of whether such limits maintained by the Contractor are greater than those required by this Contract, and irrespective of whether the Certificate of Insurance provided by the Contractor pursuant to describes limits lower than those maintained by the Contractor.

For Commercial General Liability insurance coverage, the required additional insured endorsements shall be at least as broad as ISO forms CG 20 10 10 01 for ongoing operations and CG 20 37 10 01 for completed operations.

IV. Contractor's Employees – Employment Eligibility Requirements (E-Verify).

The Contractor 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 Contractor shall enroll in, participate in and document use of E-Verify as a condition of the award of this contract. The Contractor shall continue participation in E-Verify throughout the course of the Contractor's contractual relationship with the City. If the Contractor 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 Contractor. Upon execution of this Contract, the Contractor 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.

Exhibit A

PROPOSAL – SIGNATURE PAGE

The bidder is hereby advised that by signature of this proposal he/she is deemed to have acknowledged all requirements and signed all certificates contained herein.

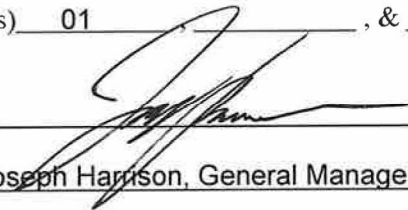
A proposal guaranty in an amount of five percent (5%) of the total bid, based upon the approximate estimate of quantities at the above prices and in the form as indicated below is attached hereto:

- Cash In the Amount of _____
- Cashier's Check _____ Dollars
- Certified Check (\$ _____) Payable to the City of Sumner
- Proposal Bond In the Amount of 5% of the Bid

Receipt is hereby acknowledged of addendum(s) No.(s) 01, & _____

Proposal Must Be Signed





 Joseph Harrison, General Manager / Vice President

Firm Name Miles Resources, LLC

Address 400 Valley Ave NE
Puyallup, WA 98372

State of Washington Contractor's License No. MILESRL897RK

Federal ID No. 27-0929518

UBI No. 602-870-349

Sumner Business License No. 602870349 / 001

Note:

- (1) This proposal form is not transferable and any alteration of the firm's name entered hereon without prior permission from the City of Sumner will be cause for considering the proposal irregular and subsequent rejection of the bid.
- (2) Please refer to Section 1-02.6 of the standard specifications, re: "Preparation of Proposal".
- (3) Should it be necessary to modify this proposal either in writing or by electronic means, please make reference to the following proposal number in your communication: ~~CIP 21-08~~ CIP 24-04 (ADD. 01)

PROPOSAL

To: City of Sumner

Pursuant to and in compliance with your Advertisement for Bids and the other documents relating thereto, the undersigned Bidder, having familiarized himself with the terms of the project related to those items herein bid, being aware of the local conditions affecting the performance of a Contract covering the items bid, having knowledge of the cost of the work at the place where the work is to be done and having familiarized himself with the Contract Documents, hereby proposes and agrees to perform the work and/or to furnish the equipment, any or all of the labor, materials, tools, expendable equipment and all utility and transportation services necessary to perform a Contract covering any or all of those items herein bid and to complete in a workmanlike manner all work covered by said Contract in connection with the Owner's **Washington Street Preservation Project Contract Documents (CIP 24-04)**, for the amounts stated on the following page.

A. BID ITEMS (See Standard Specifications for description of bid items)

SCHEDULE OF PRICES
Washington Street Preservation
ALL ENTRIES SHALL BE WRITTEN IN INK OR TYPED TO VALIDATE BID
 (Note: Unit prices for all items, all extensions, and total amount of bid must be shown.)

ITEM NO.	APPROX. QUANTITY	UNIT	SPEC. SECTION	ITEM WITH UNIT PRICED BID	UNIT PRICE		AMOUNT	
					Dollars	Cts.	Dollars	Cts.
Schedule A: Washington Street Preservation								
A100	1	FA	1-04	Minor Change	\$ 20,000.00		\$ 20,000.00	
A101	1	LS	SP 1-05	Roadway Surveying	LUMP SUM		\$ 15,460.00	
A102	1	LS	SP 1-05	ADA Features Surveying	LUMP SUM		\$ 7,000.00	
A103	1	LS	SP 1-05	Record Drawings (Min. Bid \$2000)	LUMP SUM		\$ 2,000.00	
A104	1	LS	1-07	SPCC Plan	LUMP SUM		\$ 500.00	
A105	1	LS	1-09	Mobilization	LUMP SUM		\$ 46,400.00	
A106	1	LS	SP 1-10	Project Temporary Traffic Control	LUMP SUM		\$ 156,000.00	
A107	1	LS	SP 2-02	Removal of Structures and Obstructions	LUMP SUM		\$ 37,987.00	
A108	3130	SY	SP 2-02	Removing Asphalt Conc. Pavement	\$ 5.70		\$ 17,841.00	
A109	54	SY	SP 2-02	Removing Asphalt Overlaid Cement Conc. Pavement	\$ 56.80		\$ 3,067.00	
A110	738	SY	SP 2-02	Removing Cement Conc. Sidewalk	\$ 10.60		\$ 7,822.80	
A111	1316	LF	SP 2-02	Removing Cement Conc. Curb	\$ 6.70		\$ 8,817.20	
A112	3	EA	SP 2-02	Adjust Existing Utility to Grade	\$ 1,415.00		\$ 4,245.00	
A113	1	EA	SP 2-02	Abandon Monitoring Well	\$ 2,150.00		\$ 2,150.00	
A114	1	LS	SP 2-03	Roadway Excavation Incl. Haul	LUMP SUM		\$ 21,700.00	

FIRM NAME Miles Resources, LLC

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					Dollars	Cts.	Dollars	Cts.
Schedule A: Washington Street Preservation								
A115	97	CY	SP 2-03	Unsuitable Foundation Excavation Incl. Haul	\$60.00		\$5,820.00	
A116	2	TN	2-03	Gravel Borrow Incl. Haul	\$83.00		\$166.00	
A117	1	LS	SP 2-08	Dewatering Plan	LUMP SUM		\$500.00	
A118	1	LS	SP 2-08	Dewatering Implementation	LUMP SUM		\$500.00	
A119	204	SY	SP 2-12	Woven Construction Geotextile for Soil Stabilization	\$6.80		\$1,387.20	
A120	640	TON	SP 4-04	Crushed Surfacing Top Course	\$74.00		\$47,360.00	
A121	160	TON	SP 4-04	Crushed Surfacing Base Course	\$71.00		\$11,360.00	
A122	928	TON	SP 5-04	Fiber Reinforced HMA CL. 1/2 In. PG 58H-22	\$108.50		\$100,688.00	
A123	125	TON	SP 5-04	HMA CL. 1/2 In. PG 58H-22	\$119.00		\$14,875.00	
A124	8	TON	SP 5-04	Commercial HMA for Driveway	\$392.00		\$3,136.00	
A125	1226	SY	SP 5-04	Planing Bituminous Pavement	\$6.00		\$7,356.00	
A126	12	CY	SP 5-05	Cement Conc. Pavement	\$778.12		\$9,337.44	
A127	2390	SY	SP 5-07	Cement Treated Base	\$6.20		\$14,818.00	
A128	97	TON	SP 5-07	Cementitious Material	\$281.47		\$27,302.59	
A129	1	EA	SP 5-07	CTB Mix Design	\$6,039.27		\$6,039.27	

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					Dollars	Cts.	Dollars	Cts.
Schedule A: Washington Street Preservation								
A130	1	LS	8-01	Erosion Control and Water Pollution Prevention	LUMP SUM		\$30,593.00	
A131	1	FA	8-02	Project Area Weed and Pest Control	\$ 5,000.00		\$	5,000.00
A132	21	CY	SP 8-02	Topsoil Type A	\$ 75.00		\$	1,575.00
A133	824	SY	SP 8-02	Sod Installation	\$ 9.00		\$	7,416.00
A134	1	FA	SP 8-02	Property Restoration	\$ 20,000.00		\$	20,000.00
A135	1340	LF	SP 8-04	Cement Conc. Traffic Curb and Gutter	\$ 43.00		\$	57,620.00
A136	1	FA	SP 8-05	Resolution of Utility Conflicts	\$ 15,000.00		\$	15,000.00
A137	256	SY	SP 8-06	Residential Cement Conc. Driveway Approach, 3-day Mix	\$ 61.00		\$	15,616.00
A138	54	SY	SP 8-06	Commercial Cement Conc. Driveway Approach, 3-day Mix	\$ 174.00		\$	9,396.00
A139	3	EA	SP 8-13	Monument Case and Cover	\$ 755.00		\$	2,265.00
A140	485	SY	8-14	Cement Conc. Sidewalk	\$ 74.00		\$	35,890.00
A141	6	EA	8-14	Cement Conc. Curb Ramp Single Direction Type A	\$ 2,566.00		\$	15,396.00
A142	1	EA	8-14	Cement Conc. Curb Ramp Type Parallel A	\$ 2,779		\$	2,779.00
A143	3	EA	8-14	Cement Conc. Curb Ramp Type Combination	\$ 3,000.00		\$	9,000.00
A144	31	LF	SP 8-14	Painting Pedestrian Curb	\$ 4.30		\$	133.30

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					Dollars	Cts.	Dollars	Cts.
Schedule A: Washington Street Preservation								
A145	1	LS	SP 8-21	Permanent Signing	LUMP SUM		\$4,300.00	
A146	400	SF	8-22	Plastic Crosswalk Line	\$8.60		\$3,440.00	
A147	44	LF	8-22	Plastic Stop Line	\$16.20		\$712.80	
A148	130	LF	8-22	Paint Line	\$2.20		\$286.00	
							TOTAL SCHEDULE A = \$9,785.80	

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ITEM NO.	APPROX. QUANTITY	UNIT	SPEC. SECTION	ITEM WITH UNIT PRICED BID	UNIT PRICE		AMOUNT	
					Dollars	Cts.	Dollars	Cts.
Schedule B: Stormwater Improvements								
B200	2	EA	SP 2-02	Potholing	\$1,350.00		\$2,700.00	
B201	1	LS	SP 2-09	Shoring or Extra Excavation Class B	LUMP SUM		\$500.00	
B202	372	LF	SP 7-04	Solid Wall PVC Storm Sewer Pipe 12 In. Diam.	\$117.50		\$43,710.00	
B203	171	LF	SP 7-04	Ductile Iron Storm Sewer Pipe 12 In. Diam	\$178.00		\$30,438.00	
B204	8	EA	SP 7-05	Catch Basin Type 1	\$2,325.00		\$18,600.00	
B205	4	EA	SP 7-05	Catch Basin Type 2, 48 In. Diam.	\$6,610.00		\$26,440.00	
B206	17	CY	SP 7-08	Unsuitable Pipe Foundation Excavation, Incl. Haul	\$120.00		\$2,040.00	
					TOTAL SCHEDULE B = \$124,428.00			

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					Dollars	Cts.	Dollars	Cts.
Schedule C: Potable Water Improvements								
C300	756	LF	SP 2-02	Removal and Disposal of Asbestos Concrete Water Main	\$70.35		\$53,184.60	
C301	2	EA	SP 2-02	Potholing	\$1,350.00		\$2,700.00	
C302	1	LS	SP 2-09	Shoring or Extra Excavation Class B	LUMP SUM		\$500.00	
C303	24	CY	SP 7-08	Unsuitable Pipe Foundation Excavation, Incl. Haul	\$120.00		\$2,880.00	
C304	7	CY	SP 7-08	Concrete for Pipe Encasement	\$245.00		\$1,715.00	
C305	756	LF	7-09	Ductile Iron Pipe 8 In. Diam.	\$119.00		\$89,964.00	
C306	36	LF	7-09	Ductile Iron Pipe 12 In. Diam.	\$303.00		\$10,908.00	
C307	1	LS	SP 7-09	Connect to Existing Water Main, Sta 99+75	LUMP SUM		\$3,532.00	
C308	1	LS	SP 7-09	Connect to Existing Water Main, Sta 100+01	LUMP SUM		\$3,532.00	
C309	1	LS	SP 7-09	Connect to Existing Water Main, Sta 105+91	LUMP SUM		\$3,532.00	
C310	1	LS	SP 7-09	Connect to Existing Water Main, Sta 200+87	LUMP SUM		\$3,532.00	
C311	1	LS	SP 7-09	Connect to Existing Water Main, Sta 301+44	LUMP SUM		\$3,532.00	
C312	1	EA	SP 7-09	Potable Water Sampling Station	\$4,630.00		\$4,630.00	
C313	1	EA	7-09	Blow Off Assembly	\$3,720.00		\$3,720.00	
C314	1	EA	SP 7-12	Comb. Air Release/Air Vacuum Valve Assembly 2 In.	\$14,630.00		\$14,630.00	

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					Dollars	Cts.	Dollars	Cts.
Schedule C: Potable Water Improvements								
C315	12	EA	7-12	Gate Valve, 8- in.	\$2,850	00	\$34,200	00
C316	3	EA	7-12	Gate Valve, 12-in.	\$4,650	00	\$13,950	00
C317	3	EA	SP 7-14	Hydrant Assembly	\$9,500	00	\$28,500	00
C318	13	EA	SP 7-15	Service Connection 1 In. Diam.	\$2,400	00	\$31,200	00
					SUBTOTAL SCHEDULE C = \$310,341.60 WSST (9.6%) = \$29,792.79 TOTAL SCHEDULE C = \$340,134.39			

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ITEM NO.	APPROX. QUANTITY	UNIT	SPEC. SECTION	ITEM WITH UNIT PRICED BID	UNIT PRICE Dollars Cts.	AMOUNT Dollars Cts.
Schedule D: Sanitary Sewer Improvements						
D400	2	EA	SP 2-02	Potholing	\$1,350 ⁰⁰	\$2,700 ⁰⁰
D401	1	LS	SP 2-09	Shoring or Extra Excavation Class B	LUMP SUM	\$500 ⁰⁰
D402	5	EA	7-05	Manhole 48 In. Diam. Type 1	\$5,700 ⁰⁰	\$28,500 ⁰⁰
D403	2	EA	7-05	Manhole 48 In. Diam. Type 3	\$4,500 ⁰⁰	\$9,000 ⁰⁰
D404	1	LS	SP 7-08	Temporary Sewer Bypass Plan	\$500 ⁰⁰	\$500 ⁰⁰
D405	1	LS	SP 7-08	Temporary Sewer Bypass	\$19,000 ⁰⁰	\$19,000 ⁰⁰
D406	25	CY	SP 7-08	Unsuitable Pipe Foundation Excavation, Incl. Haul	\$120 ⁰⁰	\$3,000 ⁰⁰
D407	83	LF	SP 7-17	SDR 35 PVC Sanitary Sewer Pipe 8 In. Diam.	\$104 ⁰⁰	\$8,632 ⁰⁰
D408	304	LF	SP 7-17	C900 PVC Sanitary Sewer Pipe 8 In. Diam.	\$122 ⁰⁰	\$37,088 ⁰⁰
D409	404	LF	SP 7-17	Ductile Iron Pipe for Sewer Main 8 In. Diam.	\$183 ⁰⁰	\$73,924 ⁰⁰
D410	56	LF	SP 7-18	SDR 35 PVC Sanitary Sewer Pipe 6 In. Diam.	\$78 ⁰⁰	\$4,368 ⁰⁰
D411	210	LF	SP 7-18	Ductile Iron Pipe for Sewer Main 6 In. Diam.	\$146 ⁰⁰	\$30,660 ⁰⁰
D412	244	LF	SP 7-18	C900 PVC Sanitary Sewer Pipe 6 In. Diam.	\$96 ⁰⁰	\$23,424 ⁰⁰
D413	17	EA	7-19	Sewer Cleanout	\$2,890 ⁰⁰	\$49,130 ⁰⁰
					SUBTOTAL SCHEDULE D =	\$290,434 ⁰⁰
					WSST (9.8%) =	\$27,881 ⁶⁶
					TOTAL SCHEDULE D =	\$318,315 ⁶⁶

SCHEDULE OF PRICES

Washington Street Preservation

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ITEM NO.	APPROX. QUANTITY	UNIT	SPEC. SECTION	ITEM WITH UNIT PRICED BID	UNIT PRICE		AMOUNT	
					Dollars	Cts.	Dollars	Cts.
Schedule E: Alternate A1 Import Topsoil for Planter Strip								
E500	106	CY	SP 8-02	Topsoil Type A	\$75	.00	\$7,950	.00
					TOTAL SCHEDULE E = \$7,950.00			

SCHEDULE OF PRICES

Washington Street Preservation

ALL ENTRIES SHALL BE WRITTEN IN INK OR TYPED TO VALIDATE BID

(Note: Unit prices for all items, all extensions, and total amount of bid must be shown.)

ITEM NO.	APPROX. QUANTITY	UNIT	SPEC. SECTION	ITEM WITH UNIT PRICED BID	UNIT PRICE		AMOUNT	
					Dollars	Cts.	Dollars	Cts.
Schedule F: Alternate A2 Compost Improvements to Planter Strip								
F600	106	CY	SP 8-02	Fine Compost	\$ 85.00		\$ 9,010.00	
					TOTAL SCHEDULE F = \$ 9,010.00			

Schedule A Total \$ 947,815.00

Schedule B Total \$ 124,428.00

Schedule C Subtotal \$ 310,341.60

Schedule C Sales Tax at 9.6% \$ 29,792.79

Schedule C Total \$ 340,134.39

Schedule D Subtotal \$ 290,434.00

Schedule D Sales Tax at 9.6% \$ 27,881.66

Schedule D Total \$ 318,315.66

Alternate A1 Schedule E Total \$ 7,950.00

Alternate A2 Schedule F Total \$ 9,010.00

Base Bid (Schedule A + Schedule B + Schedule C + Schedule D) Total = \$ 1,730,693.00

Base Bid + Alternate A1 (Schedule A + Schedule B + Schedule C + Schedule D + Schedule E) Total = \$ 1,738,643.00

Base Bid + Alternate A2 (Schedule A + Schedule B + Schedule C + Schedule D + Schedule F) Total = \$ 1,739,703.00

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

Miles Resources, LLC.

I hereby certify that the Company or Organization named herein will

(check one box below)

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

OR

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

NAME

TITLE

DATE

EXHIBIT C

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

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

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

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

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

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

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

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

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

payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph (a)(1)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

(ii)

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

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

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

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

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

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

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

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

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

(2) Withholding. The City of Sumner shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee,

or helper, employed or working on the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), all or part of the wages required by the contract, the (Agency) may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

(3) Payrolls and basic records.

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

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

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

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

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

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

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

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

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

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

(4) Apprentices and trainees.

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

(ii) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the

applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less

than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

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

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

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

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

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

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

(10) Certification of eligibility.

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

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

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

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

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

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

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

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

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

PROFESSIONAL/CONSULTANT SERVICES CONTRACT between the CITY OF SUMNER and

Akana

THIS CONTRACT is made between the CITY OF SUMNER, a Washington municipal corporation (hereinafter the "City"), and Akana organized under the laws of the State of Washington, located and doing business at 301 54th Ave E., Suite 101, Fife, Washington 98424, 253-345-1953, Daniel Clark (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 – Washington St Preservation project (CIP 24-04). Should any provision of Consultant's scope of work/engagement letter conflict with any provision of this agreement, this agreement shall govern.

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

II. TIME OF COMPLETION. The Parties agree that work will begin on the tasks described in Section I above immediately upon the effective date of this Contract. Upon the effective date of this Contract, Consultant shall complete the work described in Section I by December 31, 2027.

III. COMPENSATION.

- A. The City shall pay the Consultant a fee not to exceed \$453,001.40 for the services described in this Contract. This is the maximum amount to be paid under this Contract for the work described in Section I above and shall not be exceeded without the prior written authorization of the City in the form of a negotiated and executed amendment to this Contract.
- B. The Consultant shall submit monthly invoices, unless otherwise agreed in writing by the City. The City shall, upon receipt of Consultant's monthly invoice, process payment in accordance with the City's standard payment schedules, but in no event less than forty-five (45) days after receipt of monthly invoice, unless it has provided a written dispute of the invoice (in whole or part) to the Consultant in a timely manner.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

XIV. MISCELLANEOUS PROVISIONS.

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

B. Resolution of Disputes and Governing Law.

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

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

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

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

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

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

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

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

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

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

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

EXHIBIT A-1

Construction Management Services

Scope of Work

March 2026

Washington Street Preservation Project

CIP: (24-04)

This work will provide construction management services for the construction contract to complete the Washington Street Preservation Project which provides the improvement of reconstruction of roadway, curb, gutter and sidewalk and replacement of utilities: sewer, storm and water all in accordance with the Contract Plans, Contract Provisions, and the Standard Specifications.

A detailed scope for the Contract follows:

I. INTRODUCTION

The following scope of services and associated costs are based upon the assumptions outlined below.

General Assumptions:

- The level of service and fee is based on project duration of 4 1/2 months, or **155 working days**. Working days are based on the following: 10 days prior to construction, 125 contractor working days, 20 days for closeout.
 - The **proposed project team** will include part-time project manager, one part-time resident engineer, part-time documentation control specialist, full-time inspector and QA/QC for audit support.
 - City will review and execute the insurance, bonds, and the Construction Contract.
 - CONSULTANT will work with the City's Contractor to conduct all community outreach in relation to phasing and direct impacts due to construction. The City's Contractor shall be responsible for the communication to the community on schedule and work activities.
 - Services will be performed in accordance with the Contract plans & special provisions, and City of Sumner engineering standards.
 - The franchised Utilities will provide field inspection for all work surrounding the construction or relocation of their utility systems if necessary. (If applicable)
 - Coordination of construction with franchise utilities, if any, will be provided by CONSULTANT. PSE power and gas have already relocated.
-

EXHIBIT A-1

II. SCOPE OF WORK

The objective and purpose of this Construction Management Services Agreement is for the Consultant to successfully deliver the construction of the Project to the City by ensuring that the improvements are constructed in accordance with the approved Plans and Specifications, as may be amended or revised, that all of the required Project documentation is accounted for.

TASK 1 – MANAGEMENT / COORDINATION /ADMINISTRATION

Provide overall project management, coordination with the City, monthly progress reports, and invoicing. This effort will include the following elements.

- 1.1 Organize and layout work for project staff. Prepare project instructions on contract administration procedures to be used during construction.
- 1.2 Review monthly expenditures and CM team scope activities. Prepare and submit monthly project progress letters to the City along with invoices describing CM services provided each month. Prepare and submit reporting required by funding source(s), if any.

Deliverables:

- Monthly invoices and progress reports

TASK 2 – PRECONSTRUCTION SERVICES

- 2.1 **Preconstruction Conference:** The Consultant will prepare an agenda for, distribute notices of, and conduct a preconstruction conference in the City's offices. The Consultant's resident engineer, inspector, and document control specialist will attend the preconstruction conference. Pertinent City staff and private utilities will also be present at this meeting. The Consultant will prepare a written record of the meeting and distribute copies of the minutes to all attendees and affected agencies, staff, etc.

At the Pre-construction conference, the Consultant shall facilitate discussions with the Contractor concerning the plans, specifications, schedules, pay estimate timelines and cutoff dates, issues with utilities, unusual conditions, Federal, State, and local requirements and any other items that will result in better project understanding among the parties involved.

Deliverables:

- Preconstruction conference agenda with meeting minutes

TASK 3 – CONSTRUCTION SERVICES - FIELD

- 3.1 **Construction Observation:** The Consultant will provide 1 inspector during construction activities and other tasks necessary to monitor the progress of the work. The Inspector will ensure that the daily inspection reports and working days reporting are completed in a timely manner and contain sufficient information to assess whether the Work is being conducted in compliance with the Contract Documents.

The Inspector may perform the following duties as a matter of his daily activities:

EXHIBIT A-1

- i. Observe technical conduct of the construction, including providing day-to-day contact with construction contractor, City, utilities, and other stakeholders, and monitor for adherence to the Contract Documents. The Consultant's personnel will act in accordance with Sections 1-05.1 and 1-05.2 of the Standard Specifications.
- ii. Observe material, workmanship, and construction areas for compliance with the Contract Documents and applicable codes, and notify construction contractor of noncompliance. Advise the City of any non-conforming work observed.
- iii. Document all material delivered to the job site in accordance with the Contract Documents.
- iv. Prepare daily inspection reports, recording the construction contractor's operations as actually observed by the Consultant; includes quantities of work placed that day, contractor's equipment and crews, and other pertinent information.
- v. Interpret Contract Documents in coordination with the City, Contractor, and CONSULTANT.
- vi. Resolve questions which may arise as to the quality and acceptability of material furnished, work performed, and rate of progress of work performed by the construction contractor.
- vii. Establish communications with adjacent property owners. Respond to questions from property owners and the general public. (If applicable)
- viii. Prepare field records and documents to ensure the Project is administered in accordance with the funding requirements.
- ix. Collect and calculate delivery tickets and scaleman's daily reports of aggregate. All tickets will be initialed with correct bid item and stationing identified (Construction Manual 10-2).
- x. Attend and actively participate in regular on-site or at City Hall weekly construction meetings.
- xi. Take digital photographs during the course of construction, and record locations.
- xii. Punch list. Upon substantial completion of work, coordinate with the Client and affected agencies, to prepare a 'punch list' of items to be completed or corrected. Coordinate final inspection with those agencies.

Assumptions:

- Consultant will provide observation services for the days/hours that the contractor's personnel are on-site. Consultant's fee is based on 8 hours a day for one full-time inspector.
- Assumption is Client's Contractor shall work normal 40-hour work weeks. For this project the "normal" work week may occur at night. CONSULTANT does not differentiate day shift from night shift. However, if the City's Contractor works a double shift (both day and night) within a single 24 hour period this will constitute two working days. CONSULTANT's hours for inspection are based on one shift for number of working days allowed per Contract. In accordance with Washington State labor regulations, Inspectors will be billed at the regular hourly rate for up to 8 hours per day. Overtime will only be charged when total hours worked exceed 40 hours within the workweek and will be billed at the applicable overtime rate.

EXHIBIT A-1

- The Consultant’s monitoring of the construction contractor's activities is to ascertain whether or not they are performing the work in accordance with the Contract Documents; in case of noncompliance, Consultant will reject non-conforming work, and pursue the other remedies in the interests of the client, as detailed in the Contract Documents.

3.2 Material Testing – Coordination & Tracking: Coordinate with the Contractor and the material testing firm to schedule testing of materials in the field meet specifications.

3.3 Substantial Completion: Upon substantial completion of work, coordinate with the City and other affected agencies, to perform a project inspection and develop a comprehensive list of deficiencies or ‘punchlist’ of items to be completed. A punchlist and Certificate of Substantial Completion will be prepared by the Consultant and issued by the City.

Deliverables:

- Daily Construction Reports with project photos
- Punch List, Certificate of Substantial Completion
- Review test reports for compliance

TASK 4 – CONSTRUCTION SERVICES – OFFICE

4.1 Document Control. Original documentation will be housed at the Consultant’s office for all hard copy documentation, ex. Truck tickets, any paperwork the inspector is handed in the field. All files will be accessible via Akana’s SharePoint site which can be accessed by the City at all times. All documents will be upload to the SharePoint site and filed in accordance with Akana’s standard filing protocol. Document Control will consist of the following:

- Final Estimate (Approving Authority File)
- Final Records
- Record of Material - Samples and Tests
- Material Certification
- Affidavit of Wages Paid
- Release for the Protection of Property Owners and General Contractor
- Certified Payroll (see 4.9 below).

4.2 Project Coordination: Liaison with City, construction Contractor, engineer, utilities and property owners on a regular basis to discuss project issues and status.

4.3 Plan Interpretations: Provide technical interpretations of the drawings, specifications, and Contract Documents, and evaluate requested deviations from the approved design or specifications. Coordinate with City for resolution of issues involving scope, schedule, and/or budget changes.

4.4 Weekly Meetings: Lead weekly meetings, including preparation of agenda, meeting minutes, and distribution of minutes to attendees. Outstanding issues to be tracked on a weekly basis. Weekly Statement of Working Days will be reviewed/accepted by Contractor during the Weekly Meeting.

4.5 Initial Schedule Review: Perform detailed schedule review of Contractor provided CPM for conformance with the Contract Documents.

EXHIBIT A-1

- 4.6 Lump Sum Breakdown:** Evaluate construction Contractors' Schedule of Values for lump sum items. Review the Contract Price allocations and verify that such allocations are made in accordance with the requirements of the Contract Documents. Lump Sum Breakdowns for payment each month will be calculated with detailed data.
- 4.7 Monthly Pay Requests:** Prepare monthly requests for payment, review with the City, Contractor and approve as permitted. Utilize City-provided format for pay estimates, or Consultant format.
- 4.8 Monthly Schedule Review:** At the monthly cutoff, review Contractor's updated schedule and compare with field-observed progress, as described in Section 1-08 of the Special Provisions. In addition, perform schedule analysis on Contractor-provided CPM updates and review schedule for delays and impacts. Coordinate with Contractor in the development of recovery schedules, as needed, to address delays caused by either events or issues within the Contractor's control or other events or issues beyond the Contractor's control.
- 4.9 Certified Payroll:** The Consultant will Process and check the Contractor and Subcontractor's certified payroll per State Prevailing Wage Requirements. Tracking of payroll shall consist of recording each payroll received from the Prime and Subcontractors and checking pay rates against Contract requirements.
- 4.10 Weekly Statement of Working Days:** Prepare and issue weekly statement of working day report each week.
- 4.11 Subcontractor Documentation:** Process / approve all required subcontractor documentation. Request to Sublets will be verified and logged. This includes checking System Award Management System (SAMS), verifying business licensing, reviewing insurance documentation, verifying city business licensing, Intent to Pay Prevailing Wage and Affidavit of Wages Paid. All subcontractor documentation will be logged into CONSULTANT's subcontractor logs.
- 4.12 Physical Completion Letter:** Following completion of all punchlist work, prepare physical completion letter to the Contractor, and recommend that City and/or Utilities accept the project.
- 4.13 Project Closeout:** Transfer all project documents to the City for permanent storage via thumb drive.
- Schedule review comments
 - As-built schedule
 - Meeting agendas and notes
 - Monthly Pay Estimates
 - Subcontractor Packets
 - Physical Completion Letter
 - Final Project Documents

TASK 5 – SUBMITTAL/RFI PROCESSING

- 5.1 Submittals:** Coordinate review process for shop drawings, samples, traffic control plans, test reports, and other submittals from the Contractor for compliance with the contract documents. Key

EXHIBIT A-1

submittals to be transmitted to the Client for their review and approval. Submittals shall be logged and tracked.

5.2 Request for Information (RFI): Review and respond to RFI's. RFI's shall be logged and tracked.

5.3 Record of Materials (ROM): Utilize ROM prepared by Consultant and updated based on Special Provisions and Plans for use on the project, based on the contract specifications. The ROM will be maintained by the Resident Engineer. The ROM will track all of the materials delivered to the site including manufacturer/supplier, approved RAM's, QPL items, material compliance documentation, and all other required documentation.

Deliverables:

- ROM
- Submittal log
- RFI Log
- Completed Record of Material.

TASK 6 – CHANGE MANAGEMENT

6.1 Case Log: Develop and maintain a case log which includes change orders, RFP's and Field Work Directives.

6.2 Change Orders: Develop change orders using City forms and provide technical assistance to lead change order negotiations with the contractor, and assist in resolution of disputes which may occur during the course of the project. Each change order will be executed in accordance with WSDOT Standard Specifications and contain the following:

- Change order – City Form
- Contractor's Pricing – RFP from the Contractor
- Verbal Approval Memo – WSDOT Local Programs recommended form.
- Back up documentation, including independent cost estimate and time impact analysis. – Akana forms.

6.3 Field Work Directives: Prepare field work directives as necessary to keep the Contractor on schedule.

6.4 Minor Change Orders: Develop minor change orders per WSDOT Standard Specifications. Each minor change order will be executed and contain the following:

- Verbal Approval Memo
- Back up documentation, including independent cost estimate and time impact analysis

6.5 Force Account: Track Contractor force account labor, equipment and materials. All force account calculations will be verified by the engineer and double checked by the documentation specialist.

Deliverables:

- Change Order(s)

EXHIBIT A-1

- Case Management Log
- Minor Change Order(s)
- Force Account Records

TASK 7 – MATERIAL TESTING SERVICES (HWA GEOSCIENCES) – AKANA SUBCONSULTANT

HWA GeoSciences will be providing material testing services in support of the project, following the requirements, procedures, and documentation standards outlined in the WSDOT Local Agency Guidelines (LAG) Manual and applicable WSDOT Standard Specifications. All testing activities are coordinated with Akana and the Local Agency to ensure compliance with project specifications, funding requirements, and accepted industry practices.

7.1 Scope of Services

HWA performs field and laboratory testing necessary to verify compliance of construction materials with contract requirements. Services include, but are not limited to:

- **Sampling and testing of soils, aggregates, asphalt, concrete, and other construction materials** in accordance with WSDOT test methods and project specifications.
- **Field testing and inspection** during construction activities such as compaction, concrete placement, asphalt paving, and structural component installation will be coordinated with the City's contractor. The City's contractor shall give Akana prior notice to schedule testing as required.
- **Laboratory analysis** of collected samples using accredited testing procedures consistent with WSDOT and AASHTO standards.
- **Coordination with Akana and the Contractor** to schedule testing, respond to field conditions, and support construction progress.
- **Documentation of all test results** using WSDOT-accepted forms, formats, and reporting standards.
- **Communication of non-conforming results** to Akana immediately to support timely corrective action.

7.2 Compliance and Quality Requirements

HWA performs all work in alignment with:

- WSDOT LAG Manual requirements for consultant oversight, documentation, and reporting
- WSDOT Standard Specifications and Materials Manual
- AASHTO and ASTM testing standards, as applicable
- Project-specific technical specifications and contract documents

EXHIBIT A-1

Testing personnel maintain appropriate certifications, and all laboratory work is completed within an accredited facility recognized by WSDOT.

7.3 Reporting and Documentation

HWA provides complete and timely documentation to support project records and audit requirements. Deliverables include:

- Daily field reports summarizing testing activities, observations, and results
- Laboratory test reports with supporting data and analysis
- Notifications of failing or out-of-tolerance results
- Updated logs, chain-of-custody forms, and sample tracking documentation
- Electronic submission of all deliverables in formats accepted by the Local Agency and WSDOT

All documentation is provided to Akana for review and inclusion in the project record.

7.4 Coordination with Akana

HWA works under Akana's direction as a subcontractor. Responsibilities include:

- Coordinating testing schedules with Akana's field inspectors and project manager
- Participating in project meetings when requested
- Providing technical support related to material compliance, retesting, and corrective actions
- Maintaining open communication regarding field conditions, schedule impacts, and material performance

Task 8 – ADMINISTRATIVE AND BILLING STANDARDS

This section outlines the administrative, documentation, and billing standards that govern all work performed under this Agreement. The Consultant is expected to maintain accurate records, follow consistent accounting practices, and provide supporting documentation demonstrating compliance with WSDOT, Local Agency, and federal requirements.

8.1 Invoicing Standards

Invoices are submitted in accordance with the schedule and format specified by the Local Agency. Each invoice includes a summary of work performed, labor hours by classification, direct expenses, subconsultant charges, and supporting documentation for all billed items. Costs align with the approved cost proposal and comply with federal cost principles. The Local Agency reserves the right to request additional documentation to verify allowability and reasonableness.

EXHIBIT A-1

8.2 Consultant Vehicle Lease Cost Standards

Consultant charges the Local Agency for the use of a leased vehicle only when the vehicle is necessary for performance of the contracted work and when the associated lease costs are not included in Consultant's indirect cost rate. Reimbursement for leased vehicles is treated as a direct expense and limited to the reasonable, allocable portion of the monthly lease cost based on actual project usage, supported by contemporaneous usage logs. Consultant provides the vehicle lease agreement, cost basis, and documentation demonstrating that the expense is consistent with Consultant's established accounting practices and compliant with 2 CFR 200.465. Fuel, maintenance, insurance, and other operating costs are allowable only when specifically identified in the Agreement and supported by itemized receipts. Mileage reimbursement is not billed in combination with a leased vehicle. All vehicle-related costs are subject to review for allowability, reasonableness, and compliance with applicable federal cost principles.

TASK 9 – ADDITIONAL SERVICES

Additional services requested by the City will be performed only when authorized by the City. Authorization to perform additional services will be in writing, specifying the work to be performed, and basis of payment. Items such as Community Outreach (except as completed on a day-to-day basis by the inspector and resident engineer as described in task 3.1 – vii), Public Meetings, Ribbon Cutting Ceremony, claims analysis, surveying, services during shutdown periods of non-working days, and services for extended working days are examples of possible additional services. This fee is based on 2 weeks prior to construction, a 125 working day contract, and 4 weeks for closeout, 8-hour days.

City of Sumner
3/19/2026

Exhibit A-2
Washington Street Preservation
Cost Computation
Akana



This cost computation is based 155 working days.

(10 days start up; 125 working days; 20 days closeout)

Akana Staff Category	Hours	Rate	Cost
Construction Project Manager, Senior	45	\$ 93.71	\$ 4,217.00
Resident Engineer	930	\$ 58.21	\$ 54,135.00
Construction Inspector, Project (1 Insp X 8 Hr day)	1240	\$ 51.50	\$ 63,860.00
Construction Admin., Project (Documentation Specialist - 30 hours a week + startup)	930	\$ 43.46	\$ 40,418.00
Project Coordinator (Akana Accounting)	16	\$ 36.06	\$ 577.00
Total Hours	3161		\$ 163,207.00

Direct Labor Cost		\$ 163,207.00
Overhead Rate @ 136.12% of Direct Labor		\$ 222,157.37
Fee @ 12.75%		\$ 49,133.96
	Total	\$ 434,498.33
Direct Salary Cost		\$ 434,498.00

Direct Expenses	Unit	Cost	Total
Vehicle Lease	4.5	1250	5625
Mileage	1220	0.72	878.4

Sub-Total Direct Expenses \$ -

Subconsultants	Cost
Material Testing	\$ 12,000.00
Total	\$ 12,000.00

Sub-Total Subconsultants \$ 12,000.00

Sub-Total Project Cost Computation \$ 453,001.40

Management Reserve () 0

Total Fee \$ 453,001.40

EXHIBIT B
CITY OF SUMNER

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

As the person duly authorized to enter into such commitment for

AKana

I hereby certify that the Company or Organization named herein will

(check one box below)

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

OR

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

NAME

TITLE

DATE

EXHIBIT C

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

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

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

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

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

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

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

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

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

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

(ii)

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

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

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

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

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

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

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

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

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

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

(3) Payrolls and basic records.

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

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

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

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

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

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

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

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

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

title 31 of the United States Code.

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

(4) Apprentices and trainees.

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

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

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

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

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

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

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

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

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

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

(10) Certification of eligibility.

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

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

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

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

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

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

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

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

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

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



AMENDMENT NO. 3

NAME OF CONSULTANT, CONTRACTOR OR VENDOR: **KPG Psomas, Inc.**

CONTRACT NAME & PROJECT NUMBER: **Washington St Preservation (CIP 24-04)**

ORIGINAL AGREEMENT DATE: **October 30, 2024**

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

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

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

See Exhibit A

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

Original Contract Sum, <i>including applicable WSST</i>	\$219,900.00
Net Change by Previous Amendments <i>including applicable WSST</i>	\$27,991.60
Current Contract Amount <i>including all previous amendments</i>	\$247,891.60

Current Amendment Sum	\$25,000.00
Applicable WSST Tax on this Amendment	\$0.00
Revised Contract Sum	\$272,891.60

Original Time for Completion <i>(insert date)</i>	12/31/2025
Revised Time for Completion under prior Amendments <i>(insert date)</i>	12/31/2027
Add'l Days Required (±) for this Amendment	N/A
Revised Time for Completion <i>(insert date)</i>	N/A

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

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

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

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

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

EXHIBIT A

**City of Sumner
Washington Street Preservation
Engineering Assistance During Construction
CIP (24-04)
Supplement 2**

**Psomas
Scope of Work
March 2026**

INTRODUCTION

A. PROJECT UNDERSTANDING

Psomas was previously selected to develop and provide Bid Ready Plans, Specification, and Estimate for full width reconstruction of Washington Street from Wood Ave to approximately 75 feet beyond McMillan Ave and approximately 75 feet north of McMillan Ave. The project is currently out for advertisement. The City has selected a construction management (CM) consultant. The City has requested Psomas' assistance for any engineering issues that arise during the construction of the project.

The following Scope of Work outlines the effort to provide engineering assistance during the construction of Washington Street Preservation. Based on the number of working days, construction is expected to take approximately 7 months. Work may consist of the following:

- Field Visits for coordination with the City, City CM consultant and Contractor.
- Responses to RFI's
- Developing Change Order designs
- Responses to City, City CM Subconsultant questions
- Attending weekly construction meetings, as requested
- Submittal Review, as requested

B. ASSUMPTIONS

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

- The project construction is locally funded, there are no federal funds associated with this project.
- All Work will be on an as requested, or as needed basis

SCOPE OF WORK

Task 1 – Project Management

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

- 1.1 Psomas will provide continuous project coordination and internal management for the project duration (estimate 7 months).

EXHIBIT A

- 1.2 Psomas will prepare monthly progress reports identifying work in progress, upcoming work elements, and reporting of any delays, problems, or additional information needs.
- 1.3 Quality Assurance and Quality Control on Change Order documents

Products:

- Project meeting minutes.
- Miscellaneous project coordination documentation.

Task 2 – Engineering Support During Construction

This task includes providing engineering support during construction as requested by the City PM.

- 2.1 Develop Conformed Plans and Specifications – Psomas will develop Conformed Plans and Specifications for the project after bid opening and deliver bound copies to the City for use for Construction.
- 2.2 Preconstruction Meeting – Psomas Project Manager and Design Lead will attend the Preconstruction Conference to provide background on project design for any questions that may arise during the Preconstruction meeting.
- 2.3 Field Visits for Coordination with CM, City, Contractor (assumed 1 per month, total 7) – Psomas project manager and design lead will attend weekly meetings as requested by the City, or visit the field to coordinate design changes for change orders with the City, CM Consultant and/or Contractor.
- 2.4 Develop Change Orders designs and cost estimates (assumed 3) – At the request of the City, Psomas will prepare change order designs and associated independent cost estimate for the proposed revisions.
- 2.5 Respond to Requests for Information (RFI) (assumed 5) – At the request of the City, Psomas will prepare and respond to RFI's from the Contractor, from the City PM.

Products:

- Conformed Plans (1 full size, 3 half size for Contractor per specifications, 2 half size requested by City for CM Consultant, PDF)
- Conformed Specifications (5 copies, 3 for contractor per specifications, 2 for City CM Consultant, PDF)
- Notes from field visits
- Change order designs, sealed, as needed
- RFI responses, as needed

EXHIBIT A

Assumptions:

- The length of the project is 125 working days which roughly corresponds to 7 months, which was used to determine meeting amounts.
- Number of RFIs and Change orders are based on past experience on similar or larger projects.
- All communications and requests for engineering assistance will be from the City.
- All assumptions noted in Task 2 were used to provide a basis for fee, it is assumed that some tasks may over or underrun as needed to support the City within the budget of this supplement.

The actual assistance that will be needed during construction is unknown at this time, and therefore hours have been added to the Fee Estimate to reach an approximate \$25,000 target. Effort beyond this amount will be scoped under a separate contract, or an amendment to this contract, if deemed necessary by the City.

ADDITIONAL SERVICES

It may be necessary for Psomas to provide services in addition to those outlined above as requested and approved by the City. It is assumed that additional services could include tasks such as survey, utility additional design elements, additional engineering support, construction survey, developing Record Drawings, and other work tasks not included in the Scope of Work. At the time these services are required, the Consultant shall provide the City with a detailed Scope of Work and an estimate of costs. The Consultant shall not proceed with the work until the City has authorized the work and issued a Notice to Proceed.

EXHIBIT B PRIME CONSULTANT COST COMPUTATIONS

Client:

City of Sumner

Project Name:

Washington Street Preservation - Engineering Assistance During Construction

Psomas Project Number:

9SUM010200 - Supplement 2

Date:

3/24/2026

Task No.	Task Description	Labor Hour Estimate					Total Hours and Labor Cost Computions by Task	
		Engineering Manager II	Asst. Engineering Manager	Design Engineer III	Senior Admin	Office Admin		
		\$290.00	\$237.00	\$164.00	\$155.00	\$121.00	Hours	Totals
Task 1 - Project Management								
1.1	Project Coordination & Internal Management		7		2	2	11	\$ 2,211.00
1.2	Progress Reports		3				3	\$ 711.00
1.3	QA/QC on Change Orders	3					3	\$ 870.00
	Task Total	3	10	0	2	2	17	\$ 3,792.00
Task 2 - Engineering Support During Construction								
2.1	Develop Conformed Plans and Specifications			2	4		6	\$ 948.00
2.2	Attend Precon Meeting		2	2			4	\$ 802.00
2.3	Field Viisits for questions, weekly meeting as needed		14	14			28	\$ 5,614.00
2.4	Develop Change order Designs & estimate (assume 3)		12	24			36	\$ 6,780.00
2.5	Respond to RFIs (assume 5)		5	15			20	\$ 3,645.00
2.6	Providing Clarification on Design and Specs		8	8			16	\$ 3,208.00
	Task Total	0	41	65	4	0	110	\$ 20,997.00
	Total Labor Hours and Fee	3	51	65	6	2	127	\$ 24,789.00
Reimbursable Direct Non-Salary Costs								
							Mileage at current IRS rate	\$ 149.00
							Reproduction Allowance	\$ 62.00
							Total Reimbursable Expense	\$ 211.00
							Management Reserve	\$ -
							Total Estimated Budget	\$ 25,000.00

PUBLIC WORKS CONTRACT
between City of Sumner and
Sierra Santa Fe Corporation

THIS AGREEMENT, made and entered into this day of _____, between the City of Sumner under and by virtue of Title 35 RCW (Cities and towns) as amended and Sierra Santa Fe Corporation, hereinafter called the Contractor.

WITNESSETH:

That in consideration of the terms and conditions contained herein and attached and made a part of this agreement, the parties hereto covenant and agree as follows:

- I. The Contractor shall do all work and furnish all tools, materials and equipment for

CIP 25-10 2026 Pavement Chip Seal Project

in accordance with and as described in the (a) attached plans and specifications, (b) the standard specifications of the Washington State Department of Transportation, and (c) all other documents, specifications, provisions and required regulations contained in the Bid Document package provided at bid opening, all of which are considered the "Contract Documents" and are incorporated herein by this reference and made part hereof as if fully set forth in this contract, and, shall perform any changes in the work in accord with the Contract Documents.

The Contractor shall provide and bear the expense of all equipment, work and labor, of any sort whatsoever that may be required for the transfer of materials and for constructing and completing the work provided for in these Contract Documents except those items mentioned therein to be furnished by the City of Sumner.

II. The City of Sumner hereby promises and agrees with the Contractor to employ, and does employ the Contractor to provide the materials and to do and cause to be done the above described work and to complete and finish the same in accord with the attached plans and specifications and the terms and conditions herein contained and hereby contracts to pay for the same according to the attached specifications and the schedule of unit or itemized prices at the time and in the manner upon the conditions provided for in this contract. The Contractor for himself/herself, and for his/her heirs, executors, administrators, successors, and kin, does hereby agree to the full performance of all the covenants herein contained upon the part of the Contractor.

III. **Insurance and Indemnity.** The following insurance and indemnification provisions shall apply to all of the above described work.

The Contractor shall defend, indemnify and hold the Public Entity, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or in connection with the performance of this Agreement, except for injuries and damages caused by the sole negligence of the Public Entity.

Should a court of competent jurisdiction determine that this Agreement 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 Contractor and the Public Entity, its officers, officials, employees, and volunteers, the Contractor's liability hereunder shall be only to the extent of the Contractor's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the Contractor's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Agreement.

A. Insurance Term

The Contractor shall procure and maintain insurance, as required in this Section, without interruption from commencement of the Contractor's work through the term of the contract and for thirty (30) days after the Physical Completion date, unless otherwise indicated herein.

B. No Limitation

The Contractor's maintenance of insurance, its scope of coverage and limits as required herein shall not be construed to limit the liability of the Contractor to the coverage provided by such insurance, or otherwise limit the Public Entity's recourse to any remedy available at law or in equity.

C. Minimum Scope of Insurance

The Contractor's required insurance shall be of the types and coverage as stated below:

1. Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be at least as broad as Insurance Services Office (ISO) form CA 00 01.
2. Commercial General Liability insurance shall be at least as broad as ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, stop gap liability, independent contractors, products-completed operations, personal injury and advertising injury, and liability assumed under an insured contract. The Commercial General Liability insurance shall be endorsed to provide a per project general aggregate limit, using ISO form CG 25 03 05 09 or an equivalent endorsement. There shall be no exclusion for liability arising from explosion, collapse or underground property damage. The Public Entity shall be named as an additional insured under the Contractor's Commercial General Liability insurance policy with respect to the work performed for the Public Entity using ISO Additional Insured endorsement CG 20 10 10 01 and Additional Insured-Completed

Operations endorsement CG 20 37 10 01 or substitute endorsements providing at least as broad coverage.

3. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.
4. Builders Risk insurance covering interests of the Public Entity, the Contractor, Subcontractors, and Sub-subcontractors in the work. Builders Risk insurance shall be on a special perils policy form and shall insure against the perils of fire and extended coverage and physical loss or damage including flood, earthquake, theft, vandalism, malicious mischief, and collapse. The Builders Risk insurance shall include coverage for temporary buildings, debris removal, and damage to materials in transit or stored off-site. This Builders Risk insurance covering the work will have a deductible of \$5,000 for each occurrence, which will be the responsibility of the Contractor. Higher deductibles for flood and earthquake perils may be accepted by the Public Entity upon written request by the Contractor and written acceptance by the Public Entity. Any increased deductibles accepted by the Public Entity will remain the responsibility of the Contractor. The Builders Risk insurance shall be maintained until the Public Entity has granted substantial completion of the project. An installation floater may be acceptable in lieu of Builders Risk for renovation projects only if approved in writing by the Public Entity.

D. Minimum Amounts of Insurance

The Contractor shall maintain the following insurance limits:

1. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.
2. Commercial General Liability insurance shall be written with limits no less than \$2,000,000 each occurrence, \$2,000,000 general aggregate and a \$2,000,000 products-completed operations aggregate limit.
3. Builders Risk insurance shall be written in the amount of the completed value of the project with no coinsurance provisions.

E. Public Entity Full Availability of Contractor Limits

If the Contractor maintains higher insurance limits than the minimums shown above, the Public Entity shall be insured for the full available limits of Commercial General and Excess or Umbrella liability maintained by the Contractor, irrespective of whether such limits maintained by the Contractor are greater than those required by this contract or whether any certificate of insurance furnished to the Public Entity evidences limits of liability lower than those maintained by the Contractor.

F. Other Insurance Provision

The Contractor's Automobile Liability, Commercial General Liability and Builders Risk insurance policies are to contain, or be endorsed to contain that they shall be primary insurance as respect the Public Entity. Any insurance, self-insurance, or self-insured pool coverage maintained by the Public Entity shall be excess of the Contractor's insurance and shall not contribute with it.

G. Contractor's Insurance for Other Losses

The Contractor shall assume full responsibility for all loss or damage from any cause whatsoever to any tools, Contractor's employee owned tools, machinery, equipment, or motor vehicles owned or rented by the Contractor, or the Contractor's agents, suppliers, contractors or subcontractors as well as to any temporary structures, scaffolding and protective fences.

H. Waiver of Subrogation

The Contractor and the Public Entity waive all rights against each other, any of their Subcontractors, Sub-subcontractors, agents and employees, each of the other, for damages caused by fire or other perils to the extent covered by Builders Risk insurance or other property insurance obtained pursuant to the Insurance Requirements Section of this Contract or other property insurance applicable to the work. The policies shall provide such waivers by endorsement or otherwise.

I. Acceptability of Insurers

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

J. Verification of Coverage

The Contractor shall furnish the Public Entity with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsements, evidencing the Automobile Liability and Commercial General Liability insurance of the Contractor before commencement of the work. Before any exposure to loss may occur, the Contractor shall file with the Public Entity a copy of the Builders Risk insurance policy that includes all applicable conditions, exclusions, definitions, terms and endorsements related to this project. Upon request by the Public Entity, the Contractor shall furnish certified copies of all required insurance policies, including endorsements, required in this contract and evidence of all subcontractors' coverage.

K. Subcontractors

The Contractor shall cause each and every Subcontractor to provide insurance coverage that complies with all applicable requirements of the Contractor-provided insurance as set forth herein, except the Contractor shall have sole responsibility for determining the limits of coverage required to be obtained by Subcontractors. The Contractor shall ensure that the Public Entity is an additional insured on each and every Subcontractor's Commercial General liability insurance policy using an endorsement as least as broad as ISO CG 20 10 10 01 for ongoing operations and CG 20 37 10 01 for completed operations.

L. Notice of Cancellation

The Contractor shall provide the Public Entity and all Additional Insureds for this work with written notice of any policy cancellation within two business days of their receipt of such notice.

M. Failure to Maintain Insurance

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

N. Additional Insurance

All insurance policies, with the exception of Workers Compensation, and of Professional Liability and Builder's Risk (if required by this Contract) shall name the following listed entities as additional insured(s) using the forms or endorsements required herein:

- the Contracting Agency and its officers, elected officials, employees, agents, and volunteers

The above-listed entities shall be additional insured(s) for the full available limits of liability maintained by the Contractor, irrespective of whether such limits maintained by the Contractor are greater than those required by this Contract, and irrespective of whether the Certificate of Insurance provided by the Contractor pursuant to describes limits lower than those maintained by the Contractor.

For Commercial General Liability insurance coverage, the required additional insured endorsements shall be at least as broad as ISO forms CG 20 10 10 01 for ongoing operations and CG 20 37 10 01 for completed operations.

IV. Contractor's Employees – Employment Eligibility Requirements (E-Verify).

The Contractor 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 Contractor shall enroll in, participate in and document use of E-Verify as a condition of the award of this contract. The Contractor shall continue participation in E-Verify throughout the course of the Contractor's contractual relationship with the City. If the Contractor 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 Contractor. Upon execution of this Contract, the Contractor 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.

PROPOSAL – SIGNATURE PAGE

The bidder is hereby advised that by signature of this proposal he/she is deemed to have acknowledged all requirements and signed all certificates contained herein.

A proposal guaranty in an amount of five percent (5%) of the total bid, based upon the approximate estimate of quantities at the above prices and in the form as indicated below is attached hereto:

- Cash In the Amount of _____
- Cashier's Check _____ Dollars
- Certified Check (\$ _____) Payable to the City of Sumner
- Proposal Bond In the Amount of 5% of the Bid

Receipt is hereby acknowledged of addendum(s) No.(s) 1 , _____ , & _____

Signature of Authorized Official(s)
Proposal Must be Signed



Title: President

Firm Name: Sierra Santa Fe Corporation

Address: PO Box 1058
Ridgefield, WA 98642

Phone Number (360) 887-2222

State of Washington Contractor's License No.: SIERRSF033MM

DUNS No. (if acquired) 011077224

CAGE Code (if acquired) 5SCO5

UBI # 601-738-850

Sumner Business License No. (if acquired) N/A

Note:

- (1) This proposal form is not transferable, and any alteration of the firm's name entered hereon without prior permission from the City of Sumner will be cause for considering the proposal irregular and subsequent rejection of the bid.
- (2) Please refer to Section 1-02.6 of the 2025 WSDOT standard specifications, re: "Preparation of Proposal," or "Item 6" of the Instruction to Bidders for building construction jobs.
- (3) Should it be necessary to modify this proposal either in writing or by electronic means, please make reference to the following proposal number in your communication: CIP-25-10.

PROPOSAL

To: City of Sumner

1. Pursuant to and in compliance with your Advertisement for Bids and the other documents relating thereto, the undersigned Bidder, having familiarized himself with the terms of the project related to those items herein bid, being aware of the local conditions affecting the performance of a Contract covering the items bid, having knowledge of the cost of the work at the place where the work is to be done and having familiarized himself with the Contract Documents, hereby proposes and agrees to perform the work and/or to furnish the equipment, any or all of the labor, materials, tools, expendable equipment and all utility and transportation services necessary to perform a Contract covering any or all of those items herein bid and to complete in a workmanlike manner all work covered by said Contract in connection with the **2026 Pavement Chip Seal, CIP-25-10**, for the amounts stated below.
 - A. BID ITEMS (See Sumner Special Provisions and 2025 WSDOT Standard Specifications for description of bid items)

Note: Unit prices for all items, all extensions, and the other total amount of the Bid must be shown. All entries must be typed or entered in ink.

Bid Submittal						
Item No.	Spec Section	Estimated Quantity	Unit	Description of Item	Unit Price	Amount
1	1-04.4(1) WSDOT	1	Eq. Adj.	Minor Change	\$25,000.00	\$25,000.00
2	1-07.15(1) WSDOT	1	LS	SPCC Plan	\$ 775.00	\$ 775.00
3	1-09.7 WSDOT	1	LS	Mobilization	\$24,625.00	\$24,625.00
4	1-10.4(1) SSP	1	LS	Project Temporary Traffic Control	\$ 32,000.00	\$ 32,000.00
5	5-02.3 SSP	70,700	SY	Single Chip Seal	\$ 3.33	\$ 235,431.00
6	5-02.3 SSP	5,650	SY	Double Chip Seal	\$ 6.91	\$ 39,041.50
7	5-02.3(2)C SSP	76,350	SY	Asphalt for Fog Seal	\$ 0.71	\$54,208.50
8	5-03.5 SSP	1	LS	Crack Sealing	\$ 48,350.53	\$ 48,350.53
9	8-01 SSP	1	LS	Street Cleaning	\$ 3,897.06	\$ 3,897.06
10	8-22.2 SSP	1	EA	Plastic Railroad Crossing Symbol	\$ 1,578.95	\$ 1,578.95
11	8-22.2 SSP	20	EA	Plastic Bicycle Lane Symbol	\$ 315.79	\$ 6,315.80
12	8-22.2 SSP	2250	SF	Plastic Crosswalk Line	\$ 8.42	\$ 18,945.00
13	8-22.2 SSP	6	EA	Plastic Traffic Arrow	\$ 315.79	\$ 1,894.74
14	8-22.3(2)B SSP	1,000	LF	Painted Skip Lane Line	\$ 0.53	\$ 530.00
15	8-22.3(2)B SSP	12,950	LF	Painted Single Solid Line	\$ 0.63	\$ 8,158.50
16	8-22.3(2)B SSP	6,200	LF	Painted Double Solid Line	\$0.79	\$ 4,898.00

Bid Submittal						
Item No.	Spec Section	Estimated Quantity	Unit	Description of Item	Unit Price	Amount
17	8-22.3(6) SSP	1	LS	Removal of Pavement Markings	\$ 47,368.42	\$ 47,368.42
18	8-22.5 WSDOT	300	LF	Plastic Stop Line	\$ 10.53	\$ 3,159.00

Bid Total \$ \$556,177.00

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

Sierra Santa Fe Corporation

I hereby certify that the Company or Organization named herein will

(check one box below)

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

OR

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

NAME

TITLE

DATE

EXHIBIT C

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

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

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

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

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

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

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

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

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

payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph (a)(1)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

(ii)

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

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

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

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

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

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

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

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

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

(2) Withholding. The City of Sumner shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee,

or helper, employed or working on the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), all or part of the wages required by the contract, the (Agency) may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

(3) Payrolls and basic records.

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

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

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

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

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

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

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

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

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

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

(4) Apprentices and trainees.

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

(ii) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the

applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less

than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

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

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

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

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

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

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

(10) Certification of eligibility.

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

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

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

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

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

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

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

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

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

PROFESSIONAL/CONSULTANT SERVICES CONTRACT between the CITY OF SUMNER and

Avidex Industries, LLC

THIS CONTRACT is made between the CITY OF SUMNER, a Washington municipal corporation (hereinafter the "City"), and Avidex Industries, LLC, organized under the laws of the State of Washington, located and doing business at 8509 154th Ave NE, Suite 100, Redmond, WA 98052-3534, 206-271-9953 (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.

This purchase is made under the Department of Enterprise Services (DES) State of Washington Master Contract No. 00224 for Audio-Visual Solutions.

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

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

III. COMPENSATION.

- A. The City shall pay the Consultant a fee not to exceed \$696,463.32 for the services described in this Contract. This is the maximum amount to be paid under this Contract for the work described in Section I above and shall not be exceeded without the prior written authorization of the City in the form of a negotiated and executed amendment to this Contract.
- B. The Consultant shall submit monthly invoices, unless otherwise agreed in writing by the City. The City shall, upon receipt of Consultant's monthly invoice, process payment in accordance with the City's standard payment schedules, but in no event less than forty-five (45) days after receipt of monthly invoice, unless it has provided a written dispute of the invoice (in whole or part) to the Consultant in a timely manner.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

XIV. MISCELLANEOUS PROVISIONS.

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

B. Resolution of Disputes and Governing Law.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

<p>CONSULTANT:</p> <p>By: _____ <i>(signature)</i></p> <p>Print Name: _____</p> <p>Title: _____ <i>(Title)</i></p> <p>DATE: _____</p>	<p>CITY OF SUMNER:</p> <p>By: _____ <i>(signature)</i></p> <p>Print Name: <u>Carla S. Bowman</u> Its <u>Mayor</u> <i>(Title)</i></p> <p>DATE: _____</p> <p>By: _____ <i>(signature)</i></p> <p>Print Name: <u>Jason Wilson</u> Its <u>City Administrator</u> <i>(Title)</i></p> <p>DATE: _____</p> <p>Approved as to Form:</p> <p>Attest: _____ Approved as to form: _____</p> <p>_____ City Clerk City Attorney</p> <p>DATE: _____ DATE: _____</p>
<p>NOTICES TO BE SENT TO:</p> <p>CONSULTANT: Dave Crace Avidex Industries, LLC 8509 154th Ave NE, Suite 100 Redmond, WA 98052-3534 206-271-9953 Dave.crace@avidex.com</p>	<p>NOTICES TO BE SENT TO:</p> <p>CITY OF SUMNER: Drew McCarty, Assistant Engineering Manager City of Sumner 1104 Maple Street Sumner, WA 98390 253-299-5719 Drewm@sumnerwa.gov</p>

EXHIBIT A
SCOPE OF WORK/BUDGET

City of Sumner
Operations Facility Center
AV System Build
PHASE 2

AUDIOVISUAL SOLUTION PROPOSAL

DEPARTMENT OF ENTERPRISE SERVICES (DES)
STATE OF WASHINGTON MASTER CONTRACT NO. 00224

Project No. 100250389

Version 2



Submitted by
Dave Crace



8509 154th Ave NE, Ste 100, Redmond, WA 98052 | 800.999.8590

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For the purposes of this proposal, Avidex Industries, LLC will be referred to as “Avidex” and City of Sumner shall be referred to as “Client.”

INTRODUCTION

Avidex is passionate about delivering collaborative audiovisual solutions that improve the way we work, learn, and live. Avidex delivers innovative audiovisual and unified communication solutions that enable organizations to collaborate, create, and share ideas with technology solutions that are user-friendly, scalable, and serviceable. As a global AV integrator, Avidex creates unparalleled client experiences from strategic planning and system design through deployment, training, and managed services/support. Avidex is a PSNI Global Alliance affiliate, one of the largest AV integrators in the U.S., and is a subsidiary of ITOCHU International, Inc., a Fortune Global 500 corporation.

JOBSITE ADDRESS

Services will be delivered at the new City of Sumner Operations Center Facility located at 14320 29th Street East Sumner, WA. 98390. The following rooms are included in the scope of this project.

- A107 Large Conference Room
- 113A Ops Crew Room
- 113B Parks Crew Room
- A103 Supervisor
- A105 Supervisor
- A111 Ops Resource Room
- A119 Parks Resource Room
- A127 Commons
- Private Offices
 - A112 Office
 - A114 Office
 - A115 Office
 - A116 Office
 - A117 Office
 - A118 Office
 - A120 Office
 - A121 Office
 - C117A Facilities Office
 - D101 Fleet Office
- A109 Map Room
- A110 Telemetry
- A133 Wellness
- C106 Signal Storage
- D103 Breakroom
- C115C Parks Office (Infrastructure Only)

SCOPE

Summary

The client contracted with Avidex in 2021 on project number 100210250 to provide an audio-visual and associated technology needs analysis and infrastructure deliverables for the Operations Center. The project currently in progress is an outgrowth, evolution and expansion of those earlier discussions. As such, the current scope of work is identified and operating as Avidex project numbers 10025078 and 100250378. It is planned to become fully operational in 2026.

Given the number of spaces and system types in this proposal, an AV system feature matrix, with additional in-depth information is provided as an addendum to this document.

The following is a room-by-room narrative breakdown of the AV systems and functionality proposed to be provided, installed and delivered by Avidex.

Room A107, Large Conference Room

Display System

The room will be supplied with the following display units:

- Two (2) 98-inch 4K flat-panel displays, wall-mounted side-by-side on A107's west wall
- One (1) 98-inch 4K flat-panel display, wall-mounted on A107's east wall
- One (1) 75-inch 4K flat-panel display, wall-mounted on A107's south wall

The dual front-wall displays will allow a dual-screen UC “people and content” presentation of the Teams environment. It is thought that the single east-wall display will mirror the content display of the west-wall.

The south wall's display is nominally slated to be for wireless content sharing and casting. However, the mapping of displays is configurable to a given event's display requirements.

Video System

The video distribution system will be AV-over-IP (AVoIP) based, utilizing video endpoints that operate on a standards-based managed network switch fabric.

The following video devices will be available as sources:

- One (1) Windows 11 IoT CPU (Compute), operating Windows Teams Room software
- Two (2) PTZ 4K “Intelligent” Auto-Tracking” video-cameras
- One (1) Barco Clickshare wireless BYOD video collaboration device (with two [2] USB dongles)
- One (1) Barco Clickshare wireless BYOD/BYOM-capable video collaboration device (with two [2] USB dongles)
- One (1) BYOM (typ. laptop) input at the conference table for hard-wired alternate UC host connectivity

- Two (2) owner-furnished Comcast Xfinity cable-TV set-top boxes

The non-camera video sources can be displayed on any of the display units available to the room, and in addition, can be available as an ingest source into the Teams compute (except of course that the Teams CPU will not be permitted to feed back to itself).

The video cameras are nominally dedicated to the Teams conferencing environment.

NOTES re Video System:

1. The Windows CPU (“Compute”) will be supplied with Windows 11IoT software installed. A license for Microsoft Teams Room (MTR) Pro Version will need to be supplied by the City for installation on the computer in order for it to host the Teams Rooms UC environment.
2. BYOM (“Bring Your Own Meeting”) provides the means for an alternate UC Host (e.g., Teams desktop, Zoom, Google Meet, etc.) to have access and use of the system’s AV system resources (Cameras, Mics, speakers)
3. The BYOD and BYOM capabilities will be clearly delineated in system packaging, labelling as well as the touchpanel GUI. The use and function of each input type (i.e., wireless vs. wired, BYOD vs. BYOM) will get attention in user system training.

Audio System

The following key audio components are included in the proposed solution for each of the two spaces:

- Six (6) ceiling-mounted pendant loudspeakers
- Two (2) ceiling mounted beam-forming microphone array:
These microphones are supplied in order to provide a feed of in-room speech and conversation to the remote feed of the UC host, allowing far-site UC participants to hear and interact with local in-room speech.
- One (1) Audio Digital Signal Processor (DSP)
- One (1) Dual-channel audio amplifier

Audio source selection, routing and volume control will be managed by the aforementioned DSP unit. In addition to the microphones, any audio associated with the video sources will be available for routing and playback through the audio system, including far-site UC conference audio.

Control System

The room will be provided with one (1) tabletop 11-inch touchpanel, planned to be located near the conference table’s midpoint. The user-interface will be based primarily on the standardized Microsoft Teams Room GUI. In addition, there will be “AV Controls” pages accessible on the GUI that will permit added room-specific system controls, such as camera and audio controls, Comcast set-top box navigation, etc.

An 8-inch room scheduling touchpanel will be mounted to the mullion of the relight at the room's entrance, allowing display of room scheduling, occupancy and status. This panel integrates with Microsoft O365, Exchange and a large number of other scheduling environments. It is a network device that interfaces directly with the City's enterprise LAN.

There will be two standards-based network switches provided for the Room A107 system that are specific to the AV system's control and AvVoIP architecture. These devices will be provided, configured and commissioned as part of the Avidex scope of work. Interaction with the enterprise LAN will be very narrowly focused, defined and agreed upon (e.g., UC traffic, system monitoring, etc.) well in advance of system commissioning.

Avidex touchpanel and control system development includes these guidelines for client review:

- Screenshots of the proposed GUI will be created & submitted for review and feedback.
- A maximum of (2) revisions to GUI screenshots are permitted before the design will be considered approved & final.

System Packaging

Primary AV devices (i.e., speakers, ceiling mics, projector/screen, displays, BYOD and touch panels) whose location has not been specifically located on the AV infrastructure drawings will be located in the AV Rack enclosure to be located in the room's furniture on the south wall. Avidex will provide a compact rack frame for this location to house all the system's support and processing equipment.

As a space considered to be "mission-critical", Avidex will provide "Smart" power distribution units (PDUs) for the Rack and all display devices. The network connected PDUs, in addition to providing robust power conditioning, allow remote system power management and control, allowing, targeted device-specific AC power reboots.

In addition, a 1500-watt double-conversion UPS will be installed and provide continuous power to the room's AV rack equipment to cover the short gap in time between loss of utility power and the operation of the City's backup generator. This device will be connected to the City's enterprise LAN for status and monitoring.

Divisible Rooms A113A & A113B, Ops Crew and Parks Crew Rooms

This large space, having a moveable room partition, can function and operate as either two entirely independent spaces, or as a single unified space. The performance and operation of the AV systems is designed to mirror the physical configuration. This is facilitated by a sensor that detects the open/closed state of the partition, data which the AV control processor then utilizes to map the AV system accordingly.

Display System

Each of the two spaces will be supplied with the following display units:

- One (1) 133" (diagonal) motorized projection screen, mounted on A113A & B's east wall

- One (1) 4K laser video projector, ceiling mounted
- Two (2) 85-inch 4K flat-panel displays, wall-mounted side-by-side on A113A's north wall and A113B's south wall. Four (4) displays total.

NOTE: When the room partition is open, and the rooms are operating as a single larger space, all displays of each space are available to the unified AV system.

Video System

The video distribution system will be AV-over-IP (AVoIP) based, utilizing video endpoints that operate on a standards-based managed network switch fabric.

The following video devices will be available as sources for each space:

- One (1) Windows 11IoT CPU (Compute), operating Windows Teams Room software
- Two (2) PTZ 4K "Intelligent" Auto-Tracking" video-cameras
- Two (2) Barco Clickshare wireless BYOD video collaboration devices (each supplied with two [2] USB dongles)
- One (1) Barco Clickshare wireless BYOD/BYOM-capable video collaboration device (supplied with two [2] USB dongles)
- One (1) BYOM (typ. laptop) input on wall connection panel for hard-wired alternate UC host connectivity
- Two (2) owner-furnished Comcast Xfinity cable-TV set-top boxes

The non-camera video sources can be displayed on any of the display units available to the room, and in addition, can be available as an ingest source into the Teams compute (except of course that the Teams CPU will not be permitted to feed back to itself).

The video cameras are nominally dedicated to the Teams conferencing environment.

NOTES re Video System:

1. The Windows CPU ("Compute") will be supplied with Windows 11IoT software installed. A license for Microsoft Teams Room (MTR) Pro Version will need to be supplied by the City for installation on the computer in order for it to host the Teams Rooms UC environment.
2. BYOM ("Bring Your Own Meeting") provides the means for an alternate UC Host (e.g., Teams desktop, Zoom, Google Meet, etc.) to have access and use of the system's AV system resources (Cameras, Mics, speakers)
3. The BYOD and BYOM capabilities will be clearly delineated in system packaging, labelling as well as the touchpanel GUI. The use and function of each input type (i.e., wireless vs. wired, BYOD vs. BYOM) will get attention in user system training.
4. When the room partition is open, and the rooms are operating as a single larger space, the video sources of both spaces can be available to the unified system, with the exception of the Teams host computer. Since only a single Compute can have access

to the system's AV peripheral resources at a time (i.e., mics, cameras, sound), Avidex recommends that the Teams Room Compute associated with the larger of the two rooms, Room A113A, become the Teams host for the unified space.

5. When the rooms are combined, Avidex recommends that the projectors and displays of the two halves mirror each other (i.e., displaying the same content on both A & B sides of the space).

Audio System

The following key audio components are included in the proposed solution for each of the two spaces:

- Six (6) ceiling-mounted pendant loudspeakers
- Ceiling mounted beam-forming microphone array:
 - Two (2) units for the larger Room A113A
 - One (1) unit for Room A113B
 - These microphones are primarily for providing a feed of in-room speech and conversation to the remote feed of the UC host, allowing far-site UC participants to hear and interact with local in-room speech
- The following resources are shared between both spaces:
 - One (1) Audio Digital Signal Processor (DSP)
 - One (1) Dual-channel audio amplifier
- The following resource is nominally assigned to the larger A113A, deeming that its primary utilization will occur when the two rooms are combined:
 - One (1) wireless hand-held microphone
 - One (1) wireless gooseneck-type lectern microphone
 - Two (2) microphone charging docks
 - These wireless microphones can be used for in-room speech reinforcement in addition to providing a feed into the UC host's far-site output. Given the individual room dimensions it is deemed that the wireless mics will not be needed when the rooms are divided

Audio source selection, routing and volume control will be managed by the aforementioned DSP unit. In addition to the wireless microphones, any audio associated with the video sources will be available for routing and playback through the audio system, including far-site UC conference audio.

Control System

The rooms will each be provided with a wall-mounted 11-inch touchpanel, which will be located in the location of the BYOD/BYOM connectivity panel. The user-interface will be based primarily on the standardized Microsoft Teams Room GUI. In addition, there will be "AV Controls" pages accessible on the GUI that will permit added room-specific system controls, such as camera and audio controls, screen up/down, Comcast set-top box navigation and so on.

As mentioned, the system will be “aware” of the status of the air-wall partition and will automatically map the system to conform to the physical layout of the space.

There will be two standards-based network switches provided for the Room A113A/B system that are specific to the AV system’s control and AvVoIP architecture. These devices will be provided, configured and commissioned as part of the Avidex scope of work. Interaction with the enterprise LAN will be very narrowly focused, defined and agreed upon (e.g., UC traffic, system monitoring, etc.) well in advance of system commissioning.

In addition, there will be a small touchpanel installed at the AV rack, whose GUI will provide support and technician level controls that will not be exposed to general system users.

Avidex touchpanel and control system development includes these guidelines for client review:

- Screenshots of the proposed GUI will be created & submitted for review and feedback.
- A maximum of (2) revisions to GUI screenshots are permitted before the design will be considered approved & final.

System Packaging

Primary AV devices (i.e., speakers, ceiling mics, projector/screen, displays, BYOD and touch panels) whose location has not been specifically located on the AV infrastructure drawings will be located in the AV Rack enclosure to be located in the AV Closet, Room A113AA. Avidex will provide a full-size fully-metal enclosed rack for this location to house all the support and processing equipment.

As a space considered to be “mission-critical”, Avidex will provide “Smart” power distribution units (PDUs) for the Rack and all display devices (projectors and flat panels). The network connected PDUs, in addition to providing robust power conditioning, allow remote system power management and control, allowing targeted device-specific AC power reboots.

In addition, a 1500-watt double-conversion UPS will be installed and provide continuous power to the room’s AV rack equipment to cover the short gap in time between loss of utility power and the operation of the City’s backup generator. This device will be connected to the City’s enterprise LAN for status and monitoring.

Room A103 & A105, Supervisor Office (Two Rooms)

System

Each of the two rooms will be equipped with the following key components:

- One (1) 65-inch wall-mounted Flat-Panel Display
- One (1) All-in-One Videobar w/built-in camera, microphones and loudspeakers
- One (1) Wireless Collaboration solution, supplied with two (2) laptop USB wireless dongles (receiver unit to be mounted on the wall behind the display)

Function

The rooms will be able to display and hear local content and UC events on the room display and videobar from a connected owner-furnished computer or laptop, providing for content presentation, or, acting as the local host for a UC event or call.

The system provides access to the videobar's resources (camera, mics and speakers) to enable engagement of in-room participants with a UC call's far-site. It is expected that connectivity to the system will be done using the wireless collaboration system. The UC conferencing or presentation connection can be made with use of one of the transmitter dongles, or by installation of the solution's software. In addition, Miracast, AirPlay and Chromecast wireless presentation solutions are supported natively.

For local presentation mode, using either dongles or installed software, two content sources can be displayed simultaneously.

Most system operations will occur automatically upon detection of a connection or signal. In addition, a wireless hand-held remote control will be provided.

Audio output will be via the videobar's built-in loudspeakers.

Room A111 Ops Resource Room & A119, Parks Resource Room (Two Rooms)

System

Each of the two rooms will be equipped with the following key components:

- One (1) 75-inch Flat-Panel Display
- One (1) Wall-mount hardware
- One (1) Wireless Collaboration solution, supplied with two (2) laptop USB wireless transmitter dongles (receiver unit to be mounted on wall behind the display)
- One (1) BYOD (Laptop) connectivity wall-panel & associated source switcher
- One (1) wall-mounted keypad system controller

Function

The rooms will be able to present local content on the room display from a connected owner-furnished computer or laptop.

Connectivity to the system can be done using either the wireless collaboration system or the wired connection on the wall. The wireless presentation connection can be made with use of one of the transmitter dongles, or by installation of the solution's software. In addition, Miracast, AirPlay and Chromecast wireless presentation solutions are supported natively.

The wireless presentation solution, using dongles or installed software, can display two content sources simultaneously.

Most system operations will occur automatically or through user-input on the keypad controller. Keypad user controls will include:

- System Power On/Off
- Input source:
 - Wired
 - Wireless
- Volume Up/Down
- Volume Mute

Presentation audio will be via the display's built-in loudspeakers.

Commons, A127

System

The Commons area will be equipped with the following key components:

- One (1) 65-inch Flat-Panel Display,
- One (1) Wall-mount articulated hardware (to allow system service access)
- One (1) wall-mounted keypad system controller
- Eight (8) ceiling mounted pendant loudspeakers,
- One (1) two-channel Audio Amplifier
- One (1) owner-furnished Comcast Xfinity cable-TV set-top box & remote control

Function

The following functions are proposed to be available for user-input on the keypad controller.

- System Power On/Off
- Input source toggle:
 - CATV Set-top box
 - TBD
- Speaker Zone Select
- Volume Control
 - Up/Down (via rotary knob)
 - Mute

Specific Cable TV controls (e.g., channel selection, on-screen menu options; channel guide, etc.) will be accessed on the Comcast on-screen menu navigated via the owner-furnished Comcast hand-held remote control.

Audio associated with displayed video will be reproduced over the room's pendant loudspeakers, which will be arranged in two zones allowing a volume offset between the coverage areas.

Private Offices (Ten Rooms), A112, A114, A115, A116, A117, A118, A120. A121, C117A, D101

System

The private offices will be equipped with the following key components:

- One (1) 55-inch Flat-Panel Display

- One (1) display wall-mount hardware
 - NOTE: Room D101, Fleet Office will require an upgraded display mount in order to clear an intruding structural member.
- One (1) Wireless Collaboration solution (receiver unit to be mounted on wall behind display)

Function

The offices will be able to present local content on the room display from a connected owner-furnished computer or laptop.

Connectivity to the system can be done using the wireless collaboration system. The wireless presentation connection can be made with installation of the solution's software application. In addition, Miracast, AirPlay and Chromecast wireless presentation solutions are supported natively.

The wireless presentation solution can display a single content source at a time.

Configuration of the display can have its on-off state based on signal detection from the wireless solution. However, in addition, the display's hand-held remote control will be available.

Presentation audio will be via the display's built-in loudspeakers.

Map Room, A109

System

Map Room A109 is a later add to the scope of work and includes the following components:

- One (1) 55-inch Flat-Panel Display
- One (1) display wall-mount hardware
- One (1) Wireless Collaboration solution (receiver unit to be mounted on wall behind display)

Function

Map Room A109 will be able to present local content on the room display from a connected owner-furnished computer or laptop.

Connectivity to the system can be done using the wireless collaboration system. The wireless presentation connection can be made with installation of the solution's software application. In addition, Miracast, AirPlay and Chromecast wireless presentation solutions are supported natively.

The wireless presentation solution can display a single content source at a time.

Configuration of the display can have its on-off state based on signal detection from the wireless solution. However, in addition, the display's hand-held remote control will be available.

Presentation audio will be via the display's built-in loudspeakers.

Telemetry Room, A110

System

The Telemetry Room A110 was a later add to the scope of work and includes the following components:

- Two (2) 55-inch Flat-Panel Display
- Two (2) display wall-mount hardware

Function

It is assumed that the Telemetry Room will function via wired connections to an owner-furnished desktop computer or computers feeding the two (2) flat-panel displays.

Presentation audio can be via either display's built-in loudspeakers.

Display controls will be via the units' hand-held remote controls.

Wellness A133

System

Wellness Room A133 will be equipped with the following AV components:

- One (1) 55-inch Flat-Panel Display
- One (1) display wall-mount hardware
- One (1) owner-furnished Comcast Xfinity cable TV set-top box & remote control

Function

Specific Cable TV controls (e.g., channel selection, on-screen menu options; channel guide, etc.) will be accessed on the Comcast on-screen menu navigated via the owner-furnished Comcast hand-held remote control, which will be programmed to control the display's power state as well.

Program audio will be via the display's built-in loudspeakers.

Signal Storage C106

System

This room will be equipped with the following key components:

- One (1) 75-inch Flat-Panel Display
- One (1) wall-mount hardware
- One (1) BYOD (Laptop) connectivity wall-panel

Function

The room will present local content on the room display from a connected owner-furnished computer or laptop.

Connectivity to the system via a provided wired connection on the wall in proximity to the display.

Presentation audio will be via the display's built-in loudspeakers.
Display controls will be via the units' hand-held remote controls.

Break Room D103

System

Break Room D103 will be equipped with the following AV components:

- One (1) 55-inch Flat-Panel Display
- One (1) display wall-mount hardware
- One (1) BYOD (Laptop) connectivity wall-panel & associated source switcher
- One (1) owner-furnished Comcast Xfinity cable TV set-top box & remote control

Function

Specific Cable TV controls (e.g., channel selection, on-screen menu options; channel guide, etc.) will be accessed on the Comcast on-screen menu navigated via the owner-furnished Comcast hand-held remote control, which will be programmed to control the display's power state as well.

The BYOD (Laptop) connection panel will allow wired connectivity to the display. The source switcher will automatically select this input upon detection of a connected active source. Unplugging the computer source will revert the system to its default Cable TV source.

Program audio will be via the display's built-in loudspeakers.

Parks Office C115C

System

NOTE: There is no day-one AV system for this space, which was included in the earlier Infrastructure design scope of work. Based on that design, it is believed to be "installation-ready".

General System Notes

1. All proposed flat-panel displays are commercial-grade units rated for 24/7 operation.
2. All proposed flat-panel displays include the WebOS "Smart TV" software ecosystem natively. Note that user-access to WebOS applications and features can be managed (including lock-out) in the display administrative and configuration settings.
3. Rooms and systems equipped with Barco Clickshare USB dongles will include a wall-mounted bracket for unused dongle stowage.

4. High-voltage, network and CATV infrastructure & cabling is assumed to be provided by others.

SCHEDULE

Avidex will develop a work schedule with Client that meets the implementation requirements of the project based upon equipment, resource, and room availability.

This project is anticipated to take approximately 16 week(s) from receipt of a valid Purchase Order, executed contract, or Notice to Proceed referring to this proposal. Actual delivery and installation schedules will be finalized and subsequently confirmed after receipt of a purchase order and mobilization payment.

Equipment delivery is subject to change by manufacturers' supply and freight carriers. Avidex will provide schedule updates to Client through completion.

PRICING

OPERATIONS CENTER FACILITY AV SYSTEMS

EQUIPMENT AND MATERIALS	\$330,415.16
TECHNICAL SERVICES - includes audiovisual engineering, offsite and on-site installation and wiring, coordination and supervision, testing, checkout, training, G&A and New System Warranty. This proposal includes non-union labor for all activities.	\$305,044.11
PROJECT SUBTOTAL	<hr/> \$635,459.27 <hr/>
SHIPPING ESTIMATE - *Ground shipping included per DES Contract	\$0.00
SALES TAX ESTIMATE Applicable sales tax will be added to invoices based on current tax rates on the invoice date as required by state law	\$61,004.05
PROJECT TOTAL	<hr/> \$696,463.32 <hr/>
360° SERVICE PLAN - 1 Year Essential Plan	\$27,229.00

WASHINGTON STATE DES CONTRACT NO. 00224



Washington State
**DEPARTMENT OF
ENTERPRISE SERVICES**

Washington State DES Contract #00224

Simple, Compliant Procurement for Audio-Visual Technology

What is DES Contract #00224?

DES Contract #00224 is a Washington State Department of Enterprise Services statewide cooperative purchasing contract that allows public agencies to purchase audio-visual technology and services without running their own competitive bid. Avidex is an awarded integration partner providing complete AV system design, equipment, installation, programming, and lifecycle support.

Who Can Use This Contract

- State Agencies
- Cities and Counties
- School Districts and ESDs
- Colleges and Universities
- Public Utility Districts
- Tribal Governments
- Qualified Non-Profit Organizations

Benefits for Public Agencies

- No RFP required – DES already completed the competitive solicitation
- Compliant procurement for Washington public sector entities
 - Pre-negotiated contract terms and pricing
 - Faster project timelines
- Access to experienced AV design and integration specialists

TECHNICAL SERVICES

The integration process incorporates everything needed to provide a complete, turnkey audiovisual solution and includes equipment, materials, labor, and the services required to complete the system integration as proposed within this document.

Avidex follows industry-certified and documented processes to ensure that each system is installed as intended.

The following describes the scope of work and project deliverables for Technical Services.

PROJECT MANAGEMENT

- Communicate with the Client through project final acceptance
- Coordinate activities with designated Client representative(s)
- Participate in meetings as required to complete the project and coordinate with other trades
- Monitor project implementation through completion
- Provide scheduling and oversight of Avidex personnel
- Coordinate equipment ordering
- Coordinate site conditions and infrastructure that impacts audiovisual systems
- Coordinate with site contractor(s) involved with audiovisual infrastructure
- Confirm successful completion of system testing
- Submit project close-out documentation

ENGINEERING

- Prepare system functional diagrams
- Prepare facilities drawings with device locations
- Define control systems and digital signal processing (DSP) requirements
- Document network requirements necessary for AV system operation
- Test and commission AV system
- Adjust and balance system settings
- Record final system settings
- Provide end-user training

CONTROL SYSTEM & DSP PROGRAMMING

- Create AV system control code and/or DSP programming
- Design and create User Interface (UI) based on an Avidex standard layout
- Support Engineering testing and commissioning

INTEGRATION LABOR

- Pull, terminate, and label AV low-voltage cables

- Mount and terminate AV connection plates
- Install AV equipment
- Site clean-up and trash disposal
- Assist engineering with systems testing

TRAINING & DOCUMENTATION

Training will be provided at the end of the project. This training will equip the Client with an understanding of day-to-day system operation. The training will consist of instruction and hands-on experience with the system.

Documentation will include record drawings. These will be assembled and delivered as electronic files.

Maintenance manuals for most electronic components are only available to manufacturer-certified and trained personnel and are not included in the final documentation.

Custom user guides have not been included in this proposal. If these are required, the associated labor to create the user guides will be added through the change order process.

PROVISIONS

- Rooms are to be made available for exclusive use on the day(s) of the scheduled installation. Unless specifically arranged in advance, the room(s) will be available during Normal Business Hours in eight (8) contiguous hour segments. “Normal Business Hours” are defined as Monday through Friday, 8:00am to 5:00pm local time.
- Client will provide all electrical outlets floor boxes, conduits, and core drills in the area(s) where audiovisual equipment is to be installed as coordinated with Avidex prior to Avidex beginning on-site work.
- Jobsite building structures including ceilings, walls, and floors used to support audiovisual equipment are assumed to be vibration free.
- Client will provide adequate parking for vehicle(s) in a location conducive to vehicle access for the retrieval of tools and supplies throughout the workday. If such parking is within a secure facility, Client will validate the parking tickets for the vehicle(s). Parking fees will be added to invoices.
- If installation occurs in any room in which suspended ceiling tiles are installed, Client will provide a reasonable number of spare tiles of the same pattern and batch number as those of the tiles already installed in the room.
- Client accepts responsibility for all merchandise sold and provided for this installation, delivered to the job site. Client will provide secure storage for such merchandise. If Client cannot provide a secure storage space, Avidex will work with Client to identify and mutually agree upon a suitable solution. Avidex will not be responsible for any loss or damage, except loss or damage caused by an Avidex employee during the act of installation, which occurs after delivery and acceptance by Client.
- Existing hardware, wiring, programming, or configuration files are anticipated to be in good working order. Client shall provide programming and configuration files in editable formats. If, during the installation process, existing hardware, wiring, programming or configuration are found to be defective, the completion date of the project may be affected, and a change order may be required to overcome the obstacle(s) created by such defects.
- Client shall identify the presence of any pre- or post-tensioned ceilings or floors within the area of installation. If Avidex is to be held responsible for the integrity of such pre- or post-tensioned ceilings or floors, Avidex shall obtain, at Client’s expense, one or more x-rays of the area(s) in which mounting hardware is to be attached to the structure of the building. Any expense incurred for x-rays shall be passed on to the Client, in the form of a change order or a line item on the purchase contract.
- Any standard merchandise that has been ordered for the job, is not used as a result of any customer changes to the design, or is refused by Client at the time of delivery will be subject to a minimum of 30% of the sales price restocking fees, plus any incurred freight charges. Any custom merchandise will be subject to 100% of the sales price restocking fee, plus any incurred freight.
- The agreed completion date may be moved, and a change order with incurred costs may be provided if Avidex is delayed for any of the following reasons, including but not limited to, equipment/material changes initiated by Client beyond the original approved design, labor disputes, delivery or construction delays, unavoidable casualties, or causes beyond Avidex’s control.

- Avidex's proposals for installation costs are based upon 8-hour days and 40-hour work weeks, Monday through Friday, in site work hours, typically between the hours of 8:00AM and 5:00PM local time. Installation costs for work outside of normal business hours or business days may be subject to overtime rates, when mutually agreed in writing.
- Avidex shall make all reasonable efforts to inspect and review the existing project site physical and audiovisual infrastructure conditions. Existing site conditions needing to remain intact, along with the Client or End-User direction for the audiovisual design may result in other required audiovisual infrastructure requirements (raceways, conduit, AC power, structural backing-blocking, structural engineer stamped drawings, etc.) and/or changes to the audiovisual equipment and integration labor, leading to pricing adjustments.
- Freight fees are estimated for ground freight service. Expedited freight, as required by the Client, will be prepaid and added to invoices.
- The pricing information provided in this proposal is solely for the benefit of the Client listed on the title page. Award of work to Avidex by a 3rd party will require a review of credit and contract terms, and approval and pricing confirmation for the new contract terms by Avidex.
- The Client will furnish Avidex such financial information as Avidex may reasonably request to establish credit terms for the project. Such financial information shall remain proprietary and confidential to the Client. Avidex agrees not to disclose this information to any other party or use the information other than for the credit check. Avidex may, at its sole discretion, cancel this agreement at any time if the Client fails to meet credit requirements established by Avidex.
- The Americans with Disabilities Act (ADA) and California Building Code require the provision of Assistive Listening Systems in assembly areas, conference rooms, and meeting rooms. Hardware and services may be required for ADA-compliance. Client or its contractor should review project requirements for ALS with Avidex for each project to determine if portable or fixed systems are required. ALS hardware, if provided, will be identified in the Equipment List appendix.
- Where applicable, Avidex Industries LLC provides the Client non-exclusive, royalty-free, non-transferable use of the 'software' included within the systems provided (if an integral component of the audiovisual system). Some software provided is Proprietary and deemed Confidential information of Avidex Industries LLC and may not be altered, reused, reverse-engineered or disseminated under any conditions. Tampering or misuse of any software resulting in audiovisual systems malfunction shall be the responsibility of the Client or End-User to remedy.
- Changes in project scope and timeline may require additional hardware, equipment and labor that is necessary to complete the project. These additions will be considered change orders. Avidex will notify the Client in writing if Avidex determines that an increase or decrease in the project fees or change in timeline will be required. Change orders will include a change request number, reason for the change request, narrative description of the modified scope of work, schedule, and cost impact. The Client will provide written approval to proceed with the change and any needed updated purchase order or signed agreement as a record for both organizations. Should the Client cancel the project in whole or in part prior to completion, the Client agrees to pay Avidex for all reasonable costs incurred to date and/or to bring the project to an acceptable close.

WORK & PRODUCTS PROVIDED BY OTHERS (EXCLUSIONS)

- All required architectural floor, reflected ceiling, building elevation, and section plans in an agreed upon AutoCAD format at no charge to Avidex.
- Any and all related electrical work, including but not limited to 110VAC, conduit, raceway, and boxes. This includes all conduits, high voltage wiring panels, breakers, relays, boxes, receptacles, etc.
- All network connectivity, routing, switching and port configuration necessary to support audiovisual equipment, unless specifically addressed elsewhere in this document.
- Voice and data infrastructure and systems.
- Necessary sheet rock replacement and/ or repair.
- Necessary ceiling tile or T-bar modifications, replacement, and/or repair.
- All millwork, moldings, trim, etc., or modifications to project millwork necessary to accommodate the installation of the audiovisual equipment unless otherwise noted in this proposal.
- Rough-in, bracing, framing, or finish trim carpentry for installation.
- Backing required to support wall-mounted equipment including displays, loudspeakers, cameras, etc.
- Painting, patching, or finishing of architectural surfaces.
- Core drilling and/or concrete saw cutting.
- HVAC, plumbing, sprinkler head, and lighting fixture relocation.
- Ceiling, roof, firewall, and/or floor penetration(s).
- Removal or patching, of fire stopping.
- Structural welding, cutting, or reinforcement of structural steel members required for support of assemblies.
- Work in asbestos-treated areas and asbestos abatement. If asbestos is discovered during our work, Avidex will notify Client and will stop work until asbestos abatement work is completed by Client or its contractor.
- Any subscription services, cabling, and equipment.
- Provision and configuration of Client-furnished computers and software.
- Acquisition of permits.
- All Union Labor unless specifically addressed separately in proposal pricing.

NEW SYSTEM WARRANTY

Avidex warrants the integrated system(s) furnished are free of defects in workmanship and materials for a period of one year from the date of acceptance or date of first beneficial use, whichever occurs first. Remedy for such defects during the warranty period shall be provided at no additional expense to the client and shall be handled as expeditiously as is feasible during normal business hours and days of operation.

Under this warranty, Avidex will troubleshoot, uninstall, and reinstall any equipment that is part of the Avidex audiovisual system. The cost to service and/or repair Client Furnished Equipment or equipment out of the manufacturer's warranty is not included. Avidex will broker and process the repair of that equipment at the standard Avidex rate.

Avidex reserves the right to charge for a service visit at standard Avidex service time and material rates (minimum of 2 hours onsite plus travel) if a service call results in a No Fault Found (NFF) or No Trouble Found (NTF) during a dispatched site visit.

Avidex Services Provided Under the New System Warranty

- Avidex will respond to requests for assistance due to client-reported issues and, if warranted, dispatch a technician during normal business hours (8:00AM to 5:00PM Pacific Time, Monday – Friday, excluding Avidex holidays) to troubleshoot the AV system problem based on our available resources
- Avidex will use cloud-based monitoring to assist with and facilitate incident resolution, where applicable.
- Avidex will identify and uninstall the defective equipment and return such equipment to the manufacturer or authorized repair center for warranty processing.
- Avidex will reinstall the repaired or replaced equipment and test the system.
- Avidex will pay the shipping costs associated with the repair of the equipment, except for Client Furnished Equipment and/or equipment out of manufacturer warranty.

Avidex Services Not Provided Under the New System Warranty

- Extend or provide additional repair services for manufacturer warranty coverage.
- Repair of Client Furnished Equipment.
- After hours 24x7 Helpdesk support.
- Guaranteed on-site response time.
- Remote system reporting, or the sharing of system performance data.
- Before- or after-hours on-site response.
- Proactive support or preventive maintenance.
- Training.
- Spare or loaner equipment during equipment repair period.
- Warranty coverage for client acts of negligence or misuse.

360° SERVICE™ MANAGED SERVICES & SUPPORT

An Avidex 360° Service Plan gives your organization access to a suite of proactive support services which provide worry-free operation of the system for 1 year(s) from the date of agreement acceptance.



Avidex recommends the Essential 360° Service Plan. Avidex 360° Service enhances your new system’s warranty coverage to provide the best value, long-term coverage, and peace of mind for your audiovisual systems. Please see **Appendix A** for further details on the proposed 360° Service Plan.

360° Coverage	Essential
Call Center Availability	8x5*
Technical Support Availability	8x5*
Call Response Time SLA	4 hours*
On-Site Response Time SLA	2 business days
Repair or Replacement of Defective Hardware within Manufacturer Warranty	•
Repair or Replacement of Defective Hardware out of Manufacturer Warranty**	
Annual Preventative Maintenance & Report (to be scheduled by Avidex)	
On-Site Service Assurance Technician	Optional
Expedited advance replacement of critical devices (subject to product availability and additional fees).	
Remote Monitoring with Fault Detection***	•
Remote Monitoring with Fault Detection, Reporting, & Troubleshooting***	Not included
AV Solution Analytics & Reporting	
Management of Device Configurations & Changes	

* Standard Business Hours in Local Time

** Excluding end of life (EOL) products as determined by the manufacturer. Other product exclusions may apply as determined by Avidex and specified in writing as Appendix B to the 360° Service Plan agreement.

*** Remote monitoring contingent on capable equipment.

Initial Term, Multiyear Pricing, and Automatic Renewal

The initial term of the specified 360° Service Plan Agreement is identified in the pricing section. For multi-year service agreements, Avidex reserves the right to increase the service price annually, not to exceed 4%.

Unless written termination is requested by either party thirty (30) days in advance of the anniversary expiration date of the current 360° Service Plan term, the Agreement between the parties shall automatically renew for successive one (1) year periods. Written termination requests by the client should be sent to: Attn. Contract Admin 8509 154th Ave NE, Ste 100 Redmond, WA 98052

At any time within the current term or renewal period, should adjustments in service level responsibilities and price be deemed necessary, proposal and agreement revisions shall be exchanged between the

parties, be mutually agreed upon in writing, and once executed, become part of the current Agreement or understanding between the parties.

PAYMENT TERMS

Unless otherwise agreed in writing between Client and Avidex, this project requires a mobilization fee of 30% of the overall proposed contract total in order to initiate the order. Mobilization fees invoiced are due upon receipt.

This proposal is valid for 20 days from the date appearing on the cover page.

- Monthly progress invoices will be issued with Net 30-day terms.
- The 360° Service Plan will be invoiced annually, in advance or at the date of commencement.
- Freight and sales tax will be added to invoices based on current tax rates as required by state law on the invoice date.
- Avidex reserves the right to charge for stored materials and/or equipment.
- Avidex reserves the right to charge a 1.5% fee for late payment of invoices.

AVIDEX – DES CONTRACT WITH TERMS & CONDITIONS

https://apps.des.wa.gov/contracting/Avidex_Contract.pdf

APPENDIX A: 360° SERVICE™ PLAN

ESSENTIAL (INCLUDED AND PRICED - OPTIONAL)

Under Essential coverage, Avidex warrants the furnished integrated system(s) are free of defects for the priced term period from the date of acceptance or date of first beneficial use, whichever occurs first. This coverage includes the remote monitoring, troubleshooting, removal, and reinstallation of the equipment integrated by Avidex. Remedy for such defects during the coverage period shall be provided at no additional expense to the client. The following services are included under this coverage:

REACTIVE SUPPORT

Avidex 360° Service Helpdesk will:

- Provide a dedicated toll-free number (1-800-497-7104) to report and request technical support for the integrated equipment.
- Operate during standard Avidex business hours of Monday – Friday 8:00AM to 5:00PM Local Time except for Avidex holidays.
- Respond to the initial support request within four (4) business hours.
- Contact the client to resolve the issue remotely to ensure the quickest possible resolution
- Use integrated remote monitoring equipment to assist with fault detection and send alerts, depending upon the specific scope of the proposed project.
- Use of the integrated remote management system to facilitate diagnostic and/or restorative actions to resolve the reported problem, where applicable.
- Administer the repair process for defective or broken equipment including processing of any manufacturer RMA.

On-Site Support will:

- Provide a qualified Field Support Technician during standard Avidex working hours within two business days of the support request. (**Client understands that Avidex technicians will need proper access to the space in order to fulfill work within SLA time frame.)
- Troubleshoot the system and make the best effort to resolve the issue(s) while at the client site.
- Return defective equipment to an authorized repair center or directly to the manufacturer for warranty repair or exchange. All fees related to shipping are included.
- Install the repaired or replacement equipment and test to ensure the system is operable per the original system intent. Re-installation will be quoted for product(s) whose manufacturer's status is End of Life.

Lamp Replacement:

- Labor (only) is covered under this support agreement.

PROACTIVE SUPPORT

In those cases where system design allows, Avidex Assure is a remote management tool for AV systems that may be integrated into new or existing systems upon request. Remote monitoring and management are features designed into AV solutions allowing the systems to report issues at any time. The systems provide real-time information about equipment status and health.

The goal of utilizing remote monitoring and management is to reduce the time to resolution for every reported AV system problem. Avidex will review your system design to assess whether Assure can be implemented. The client understands that some spaces, under unique circumstances, may not be fit to integrate Assure into their space(s). In this case, Avidex will follow up with more information.

SERVICES NOT PROVIDED UNDER THIS COVERAGE

- Repair to Client Furnished Equipment and/or components unless included in Appendix B.
- Before or after-hours on-site support.
- Repairs due to customer acts of negligence or misuse.
- Coverage for projection screen material, plasma glass assembly, lamps, bulbs, furniture, display panels, optical engines, batteries, and accessories. Such parts will be provided at a 10% discount off our list price.
- Image burn-in.

APPENDIX B: EQUIPMENT LIST

A107 Large Conference Room

<u>Display</u>							
Item	Manufacturer	Item Code	Description	Qty	OFE	Unit Price	Ext. Total
D1	Chief	AS3LD	TEMPO FLAT PANEL WALL MOUNT	4		\$ 625.11	\$ 2,500.44
D2	LG	98UH5J-H	98 UHD, HDMI(2), DP, DVI-D, AUDIO IN/OUT, RS232C IN/OUT, RJ4	3		\$ 8,470.20	\$ 25,410.60
D3	LG	75UP5Q-E	75" FPD, 500 cd/m2, 24/7, 4K	1		\$ 2,989.08	\$ 2,989.08
Subtotal							\$ 30,900.12
<u>Video</u>							
Item	Manufacturer	Item Code	Description	Qty	OFE	Unit Price	Ext. Total
V1	Barco	R9861611USB2	C-10 GEN 2 CLICKSHARE - 2 BUTTONS, TAA - BLACK	1		\$ 1,608.54	\$ 1,608.54
V2	Barco	R9861613USB2	CX-30 SET CLICKSHARE BASE + 2 BUTTONS	1		\$ 2,425.45	\$ 2,425.45
V3	Comcast	CATV STB	CATV STB	2	YES	\$ -	\$ -
V4	YEALINK	MVC-BYOD-EXTENDE	BYOD EXTENDER FOR TEAMS ROOMS AND ZOOM ROOMS	1		\$ 409.26	\$ 409.26
V5	YEALINK	AVBRIDGE	AVBridge is a compact device combining mini-DSP and AV signal bridging fun	1		\$ 580.26	\$ 580.26
V6	YEALINK	SmartVision80	Premium Intelligent PTZ Camera	2		\$ 2,820.65	\$ 5,641.30
V8	YEALINK	MCore4-MS	Mcore4-MS Mini-PC with INTEL Core i5 quad-core	1		\$ 1,586.88	\$ 1,586.88
V9	Microsoft	MTR Pro	Microsoft Teams Rooms (MTR) Pro software license	1	YES	\$ -	\$ -
V13	Avidex	AVI4000	AVoIP Encoders - Std. form-factor w/audio	5		\$ 1,020.30	\$ 5,101.50
V14	Avidex	AVI4000	AVoIP Encoders - Std. form-factor - no audio	2		\$ 906.30	\$ 1,812.60
V15	Avidex	AVI4000	AVoIP Decoders - Std. form-factor w/audio	2		\$ 1,020.30	\$ 2,040.60
V16	Avidex	AVI4000	AVoIP Decoders - std. form-factor - no audio	4		\$ 906.30	\$ 3,625.20
V17	Avidex	AVI4000	Bi-Directional 2-Way CATV Splitter	1		\$ 68.40	\$ 68.40
Subtotal							\$ 24,899.99
<u>Audio</u>							
Item	Manufacturer	Item Code	Description	Qty	OFE	Unit Price	Ext. Total
A5	Sonance	45135	PS-P63T WHITE PENDANT LOUDSPEAKERS	6		\$ 210.90	\$ 1,265.40
A7	YEALINK	AP08	Dante Digital Signal Processor	1		\$ 1,367.32	\$ 1,367.32
A10	Shure	MXA920W-R	ROUND CEILING ARRAY MICROPHONE, DIGITALLY STEERABLE COVER	2		\$ 3,772.26	\$ 7,544.52
A13	LEA Professional	CS352D	SMART AMP 2 CHANNELS 350 WATTS PER CHANNEL, w/DANTE	1		\$ 1,406.95	\$ 1,406.95
Subtotal							\$ 11,584.19
<u>Control</u>							
Item	Manufacturer	Item Code	Description	Qty	OFE	Unit Price	Ext. Total
C1	Netgear	GSM4230PX-100NAS	AV LINE M4250-26G4XF-POE+ 24X1G POE+ 480W 2X1G AND 4XSFP+ M/	1		\$ 2,037.31	\$ 2,037.31
C4	Crestron Electronics	RMC4	4-SERIES CONTROL SYSTEM	1		\$ 627.00	\$ 627.00
C5	Crestron Electronics	IRP2	IR PROBE WITHOUT DIODE	2		\$ 14.82	\$ 29.64
C9	YEALINK	RoomPanel E2	RoomPanel E2-8In (1280x800) LCD Panel	1		\$ 634.87	\$ 634.87
C10	YEALINK	MTouch Plus	11.6Inch touch screen, narrow bezel	1		\$ 784.32	\$ 784.32
C12	YEALINK	RCH240	RCH240 is a 24-port L2+ Gigabit managed switch	1		\$ 648.66	\$ 648.66
Subtotal							\$ 4,761.80
<u>& Accessories</u>							
Item	Manufacturer	Item Code	Description	Qty	OFE	Unit Price	Ext. Total
R1	Avidex	AVI4000	AV Equipment Rack	1		\$ 1,425.00	\$ 1,425.00
R4	SurgeX	SX-AEP-209	IP CONNECTED SURGE ELIMINATOR, 16A / 5-20P, 7 OUTLETS / 5-15	1		\$ 2,109.32	\$ 2,109.32
R5	SurgeX	SX-DPP-102	IP Connected Multi-Stage Surge Suppression, Detachable Power Cord	4		\$ 282.72	\$ 1,130.88
R7	HIDEit Mounts	BUTTON MOUNT	BARCO CLICKSHARE BUTTON MOUNT	2		\$ 33.06	\$ 66.12
R10	EATON	9PX1500RTN-L	1500VA 1350W 120V Online Double-Conversion	1		\$ 2,897.31	\$ 2,897.31
R12	Avidex	AVI4000	BYOM (Wireless vs. Wired) Patching & Packaging	1		\$ 171.00	\$ 171.00
Subtotal							\$ 7,799.63

113A&B Ops & Parks Crew Room

Display							
<u>Item</u>	<u>Manufacturer</u>	<u>Item Code</u>	<u>Description</u>	<u>Qty</u>	<u>OFF</u>	<u>Unit Price</u>	<u>Ext. Total</u>
D1	LG	BU70QGT	7000-lumen, 4K, Laser/DLP Projector, Lens Included, White	2		\$ 5,075.28	\$ 10,150.56
D4	Chief	RPMC UW	UNIVERSAL RPMC	2		\$ 231.40	\$ 462.80
D6	Da-Lite	89978LS	TENSIONED CONTOUR ELECTROL, BOX ONLY	2		\$ 3,783.89	\$ 7,567.78
D9	LG	86UP5Q-E	86" FPD, 500 cd/m2, 24/7, 4K	4		\$ 4,518.96	\$ 18,075.84
D10	Chief	AS3LD	TEMPO FLAT PANEL WALL MOUNT	4		\$ 625.11	\$ 2,500.44
Subtotal							\$ 38,757.42
Video							
<u>Item</u>	<u>Manufacturer</u>	<u>Item Code</u>	<u>Description</u>	<u>Qty</u>	<u>OFF</u>	<u>Unit Price</u>	<u>Ext. Total</u>
V1	Barco	R9861613USB2	CX-30 SET CLICKSHARE BASE + 2 BUTTONS	2		\$ 2,425.45	\$ 4,850.90
V2	Barco	R9861611USB2	C-10 GEN 2 CLICKSHARE - 2 BUTTONS, TAA - BLACK	4		\$ 1,608.54	\$ 6,434.16
V4	Comcast	CATV STB	CATV STB	4	YES	\$ -	\$ -
V5	YEALINK	MVC-BYOD-EXTENDE	BYOD EXTENDER FOR TEAMS ROOMS AND ZOOM ROOMS	2		\$ 409.26	\$ 818.52
V6	YEALINK	AVBRIDGE	AVBridge is a compact device combining mini-DSP	2		\$ 580.26	\$ 1,160.52
V7	YEALINK	SmartVision80	Premium Intelligent PTZ Camera	4		\$ 2,820.65	\$ 11,282.60
V9	YEALINK	MCORE4-MS	MCORE4-MS Mini-PC with INTEL Core i5 quad-core	2		\$ 1,586.88	\$ 3,173.76
V10	Microsoft	MTR Pro	Microsoft Teams Rooms (MTR) Pro software license	2	YES	\$ -	\$ -
V13	Avidex	AVI4000	AVoIP Encoders - Std. form-factor w/audio	12		\$ 1,020.30	\$ 12,243.60
V14	Avidex	AVI4000	AVoIP Decoders - w/Audio	4		\$ 1,020.30	\$ 4,081.20
V15	Avidex	AVI4000	AVoIP Decoders - No Audio	6		\$ 906.30	\$ 5,437.80
V17	Avidex	AVI4000	Bi-Directional 4-Way CATV Splitter	1		\$ 114.00	\$ 114.00
Subtotal							\$ 49,597.06
Audio							
<u>Item</u>	<u>Manufacturer</u>	<u>Item Code</u>	<u>Description</u>	<u>Qty</u>	<u>OFF</u>	<u>Unit Price</u>	<u>Ext. Total</u>
A4	YEALINK	AP08	Dante Digital Signal Processor; Included: AP08 Dante Digital Signal Processor; USB 3.0 C	1		\$ 1,367.32	\$ 1,367.32
A5	YEALINK	CM50	Premium Dante Beamforming Ceiling Microphone, Package Included: CM50 Dante Ceiling I	3		\$ 2,598.55	\$ 7,795.65
A9	Sonance	45135	PS-P63T WHITE PENDANT LOUDSPEAKERS	12		\$ 210.90	\$ 2,530.80
A11	LEA Professional	CS352D	SMART AMP 2 CHANNELS 350 WATTS PER CHANNEL, w/DANTE	1		\$ 1,406.95	\$ 1,406.95
A13	Audio Technica	ESW-R4180DAN	8 CH RECEIVER (DANTE)	1		\$ 1,888.70	\$ 1,888.70
A14	Audio Technica	ESW-T4102/C510	HH TRANSMITTER	1		\$ 606.20	\$ 606.20
A16	Audio Technica	ESW-T4107/925H18	Deskstand base with 18" ES925 gooseneck and hypercardioid element	1		\$ 939.65	\$ 939.65
A17	Audio Technica	ESW-CHG4AD	BP & HH CHARGER	1		\$ 537.80	\$ 537.80
A18	Audio Technica	ESW-CHG5AD	ESW 4 BAY CHARGING STATION BUNDLE	1		\$ 1,008.05	\$ 1,008.05
Subtotal							\$ 18,081.12
Control							
<u>Item</u>	<u>Manufacturer</u>	<u>Item Code</u>	<u>Description</u>	<u>Qty</u>	<u>OFF</u>	<u>Unit Price</u>	<u>Ext. Total</u>
C1	Crestron Electronics	CP4N	4-SERIES CONTROL SYSTEM	1		\$ 1,778.40	\$ 1,778.40
C2	Crestron Electronics	TSW-880-B	8.1 in. Wall Mount Touch Screen, Black	1		\$ 1,254.00	\$ 1,254.00
C3	Crestron Electronics	IRP2	IR PROBE WITHOUT DIODE	4		\$ 14.82	\$ 59.28
C6	YEALINK	MTouch Plus	11.6inch touch screen, narrow bezel, and 80% screen-to-body ratio can provide better visit	2		\$ 784.32	\$ 1,568.64
C7	YEALINK	MTouch Plus-EX	11.6 INCHES EXTENDED TOUCH CONSOLE FOR MVC SERIES ROOM SYSTEM; 1X M	0		\$ 760.16	\$ -
C8	YEALINK	YPS20	Partition Sensor for divisible room 1x YPS20 with 10m cable including install accessories in	1		\$ 416.10	\$ 416.10
C9	YEALINK	RCH240	RCH240 is a 24-port L2+ Gigabit managed switch with Web-based management, up to 37I	1		\$ 648.66	\$ 648.66
C12	Netgear	GSM4248PX-100NAS	M4250-40G8XF-POE+ 40 PORT MANAGED SWITCH	1		\$ 2,982.81	\$ 2,982.81
Subtotal							\$ 8,707.89
Rack & Accessories							
<u>Item</u>	<u>Manufacturer</u>	<u>Item Code</u>	<u>Description</u>	<u>Qty</u>	<u>OFF</u>	<u>Unit Price</u>	<u>Ext. Total</u>
R1	Avidex	AVI4000	AV Equipment Rack	1		\$ 2,280.00	\$ 2,280.00
R3	SurgeX	SX-AEP-209	IP CONNECTED SURGE ELIMINATOR, 16A / 5-20P, 7 OUTLETS / 5-15	1		\$ 2,109.32	\$ 2,109.32
R4	SurgeX	SX-DPP-102	IP Connected Multi-Stage Surge Suppression, Detachable Power Cord	6		\$ 282.72	\$ 1,696.32
R7	Chief	CMA395	ANGLED CEILING ADAPTER (Projectors)	2		\$ 53.93	\$ 107.86
R8	Chief	CMA395	ANGLED CEILING ADAPTER (BFM - Mounting)	3	YES	\$ -	\$ -
R10	Avidex	AVI4000	BYOD/BYOM Wall-plate packaging & accessories	2		\$ 285.00	\$ 570.00
R15	EATON	9PX1500RTN-L	1500VA 1350W 120V Online Double-Conversion UPS - 5-15P, 8x 5-15R Outlets, Lithium-io	1		\$ 2,897.31	\$ 2,897.31
R17	Avidex	AVI4000	BYOM (Wired vs. Wireless) Patching & Packaging	1		\$ 285.00	\$ 285.00
Subtotal							\$ 10,144.17

A103 Supervisor & A105 Supervisor (Qty 2)

<u>Display</u>				<u>Qty</u>	<u>OFE</u>	<u>Unit Price</u>	<u>Ext. Total</u>
<u>Item</u>	<u>Manufacturer</u>	<u>Item Code</u>	<u>Description</u>				
D2	LG	65UP5Q-E	65" FPD, 500 cd/m2, 24/7, 4K	1		\$ 1,820.58	\$ 1,820.58
D5	Chief	AS3LD	TEMPO FLAT PANEL WALL MOUNT	1		\$ 625.11	\$ 625.11
						Subtotal	\$ 2,445.69
<u>Video</u>				<u>Qty</u>	<u>OFE</u>	<u>Unit Price</u>	<u>Ext. Total</u>
<u>Item</u>	<u>Manufacturer</u>	<u>Item Code</u>	<u>Description</u>				
V2	Barco	R9861613USB2	CX-30 SET CLICKSHARE BASE + 2 BUTTONS	1		\$ 2,425.45	\$ 2,425.45
V5	Logitech	960-001691	MEETUP 2 ALL-IN-ONE USB CONFERENCE CAMERA W/ BUILT IN AI	1		\$ 750.06	\$ 750.06
						Subtotal	\$ 3,175.51
<u>Rack & Accessories</u>				<u>Qty</u>	<u>OFE</u>	<u>Unit Price</u>	<u>Ext. Total</u>
<u>Item</u>	<u>Manufacturer</u>	<u>Item Code</u>	<u>Description</u>				
R1	HIDEit Mounts	BUTTON MOUNT	BARCO CLICKSHARE BUTTON MOUNT	1		\$ 33.06	\$ 33.06
R3	SurgeX	SX-DPP-104	DISPLAYPAK+ IP CONNECTED MULTI-STAGE SURGE SUPPRESSION	1		\$ 383.04	\$ 383.04
R4							
R5							
						Subtotal	\$ 416.10

A111 & A119 Ops Resource Room (Qty 2)

<u>Display</u>				<u>Qty</u>	<u>OFE</u>	<u>Unit Price</u>	<u>Ext. Total</u>
<u>Item</u>	<u>Manufacturer</u>	<u>Item Code</u>	<u>Description</u>				
D2	LG	75UP5Q-E	75" FPD, 500 cd/m2, 24/7, 4K	1		\$ 2,989.08	\$ 2,989.08
D3	Chief	AS3LD	TEMPO FLAT PANEL WALL MOUNT	1		\$ 625.11	\$ 625.11
						Subtotal	\$ 3,614.19
<u>Video</u>				<u>Qty</u>	<u>OFE</u>	<u>Unit Price</u>	<u>Ext. Total</u>
<u>Item</u>	<u>Manufacturer</u>	<u>Item Code</u>	<u>Description</u>				
V1	Extron	60-1421-13	HDMI DECORATOR-STYLE TX, WHITE - 230 FEET (70 M)	1		\$ 421.80	\$ 421.80
V2	Extron	60-1588-52	HDMI 4K/60 RX SWITCHER-330'	1		\$ 1,242.60	\$ 1,242.60
V4	Barco	R9861611USB2	C-10 GEN 2 CLICKSHARE - 2 BUTTONS, TAA - BLACK	1		\$ 1,608.54	\$ 1,608.54
						Subtotal	\$ 3,272.94
<u>Control</u>				<u>Qty</u>	<u>OFE</u>	<u>Unit Price</u>	<u>Ext. Total</u>
<u>Item</u>	<u>Manufacturer</u>	<u>Item Code</u>	<u>Description</u>				
C2	Extron	60-1469-03	MLC PLUS 100 WHITE AND BLACK FACEPLATES, 2-GANG	1		\$ 826.50	\$ 826.50
						Subtotal	\$ 826.50
<u>Rack & Accessories</u>				<u>Qty</u>	<u>OFE</u>	<u>Unit Price</u>	<u>Ext. Total</u>
<u>Item</u>	<u>Manufacturer</u>	<u>Item Code</u>	<u>Description</u>				
R2	SurgeX	SX-DPP-104	DISPLAYPAK+ IP CONNECTED MULTI-STAGE SURGE SUPPRESSION	1		\$ 383.04	\$ 383.04
R4	HIDEit Mounts	BUTTON MOUNT	BARCO CLICKSHARE BUTTON MOUNT	1		\$ 33.06	\$ 33.06
						Subtotal	\$ 416.10

A127 Commons

<u>Item</u>	<u>Manufacturer</u>	<u>Item Code</u>	<u>Description</u>	<u>Qty</u>	<u>OFE</u>	<u>Unit Price</u>	<u>Ext. Total</u>
D3	LG	65UP5Q-E	65" FPD, 500 cd/m2, 24/7, 4K	1		\$ 1,820.58	\$ 1,820.58
D4	Chief	AS3LD	TEMPO FLAT PANEL WALL MOUNT	1		\$ 625.11	\$ 625.11
Subtotal							\$ 2,445.69
<u>Video Item</u>	<u>Manufacturer</u>	<u>Item Code</u>	<u>Description</u>	<u>Qty</u>	<u>OFE</u>	<u>Unit Price</u>	<u>Ext. Total</u>
V1	Comcast	CATV STB	CATV STB	1	YES	\$ -	\$ -
Subtotal							\$ -
<u>Audio Item</u>	<u>Manufacturer</u>	<u>Item Code</u>	<u>Description</u>	<u>Qty</u>	<u>OFE</u>	<u>Unit Price</u>	<u>Ext. Total</u>
A1	Sonance	45135	PS-P63T WHITE PENDANT LOUDSPEAKERS	8		\$ 210.90	\$ 1,687.20
A3	Extron	60-1301-01	4 channels, 100/200 watts/ch 70V	1		\$ 826.50	\$ 826.50
Subtotal							\$ 2,513.70
<u>Control Item</u>	<u>Manufacturer</u>	<u>Item Code</u>	<u>Description</u>	<u>Qty</u>	<u>OFE</u>	<u>Unit Price</u>	<u>Ext. Total</u>
C2	Extron	60-1469-03	MLC PLUS 100 WHITE AND BLACK FACEPLATES, 2-GANG	1		\$ 826.50	\$ 826.50
C3	Extron	70-283-01	IR EMITTER W/ SHIELD	1		\$ 30.78	\$ 30.78
C4	Avidex	AVI4000	controller power supply - either PoE injector or dc wall-wart	1		\$ 68.40	\$ 68.40
C6	Avidex	AVI4000	STB Hand-Held Remote Control	1		\$ 9.12	\$ 9.12
Subtotal							\$ 934.80
<u>Rack & Accessories Item</u>	<u>Manufacturer</u>	<u>Item Code</u>	<u>Description</u>	<u>Qty</u>	<u>OFE</u>	<u>Unit Price</u>	<u>Ext. Total</u>
R2	SurgeX	SX-DPP-104	DISPLAYPAK+ IP CONNECTED MULTI-STAGE SURGE SUPPRESSION, 4 120VAC Outlets	1		\$ 383.04	\$ 383.04
Subtotal							\$ 383.04

Private Offices (Qty 8) A112, A114, A115, A116, A117, A118, A120, A121

<u>Display Item</u>	<u>Manufacturer</u>	<u>Item Code</u>	<u>Description</u>	<u>Qty</u>	<u>OFE</u>	<u>Unit Price</u>	<u>Ext. Total</u>
D3	LG	55UP5Q-E	55" FPD, 500 cd/m2, 24/7, 4K	1		\$ 1,454.64	\$ 1,454.64
D4	Chief	LTM1U	LARGE FUSION MICRO-ADJUSTABLE TILT WALL MOUNT	1		\$ 267.07	\$ 267.07
Subtotal							\$ 1,721.71
<u>Video Item</u>	<u>Manufacturer</u>	<u>Item Code</u>	<u>Description</u>	<u>Qty</u>	<u>OFE</u>	<u>Unit Price</u>	<u>Ext. Total</u>
V1	BARCO	R9861605US	CLICKSHARE C-5 GEN2 US	1		\$ 915.42	\$ 915.42
V2	Barco	R9861600D01CUS	CLISHARE BUTTON	1		\$ 254.41	\$ 254.41
Subtotal							\$ 1,169.83

C117A Facilities Office

<u>Display Item</u>	<u>Manufacturer</u>	<u>Item Code</u>	<u>Description</u>	<u>Qty</u>	<u>OFE</u>	<u>Unit Price</u>	<u>Ext. Total</u>
D3	LG	55UP5Q-E	55" FPD, 500 cd/m2, 24/7, 4K	1		\$ 1,454.64	\$ 1,454.64
D4	Chief	LTM1U	LARGE FUSION MICRO-ADJUSTABLE TILT WALL MOUNT	1		\$ 267.07	\$ 267.07
Subtotal							\$ 1,721.71
<u>Video Item</u>	<u>Manufacturer</u>	<u>Item Code</u>	<u>Description</u>	<u>Qty</u>	<u>OFE</u>	<u>Unit Price</u>	<u>Ext. Total</u>
V1	BARCO	R9861605US	CLICKSHARE C-5 GEN2 US	1		\$ 915.42	\$ 915.42
V2	Barco	R9861600D01CUS	CLISHARE BUTTON	1		\$ 254.41	\$ 254.41
Subtotal							\$ 1,169.83

D101 Fleet Office

<u>Display Item</u>	<u>Manufacturer</u>	<u>Item Code</u>	<u>Description</u>	<u>Qty</u>	<u>OFE</u>	<u>Unit Price</u>	<u>Ext. Total</u>
D3	LG	55UP5Q-E	55" FPD, 500 cd/m2, 24/7, 4K	1		\$ 1,454.64	\$ 1,454.64
D5	Avidex	AVI4000	TBD Chief Articulated Mount	1		\$ 570.00	\$ 570.00
Subtotal							\$ 2,024.64
<u>Video Item</u>	<u>Manufacturer</u>	<u>Item Code</u>	<u>Description</u>	<u>Qty</u>	<u>OFE</u>	<u>Unit Price</u>	<u>Ext. Total</u>
V1	BARCO	R9861605US	CLICKSHARE C-5 GEN2 US	1		\$ 915.42	\$ 915.42
V2	Barco	R9861600D01CUS	CLISHARE BUTTON	1		\$ 254.41	\$ 254.41
Subtotal							\$ 1,169.83

A109 Map Room

<u>Display Item</u>	<u>Manufacturer</u>	<u>Item Code</u>	<u>Description</u>	<u>Qty</u>	<u>OFE</u>	<u>Unit Price</u>	<u>Ext. Total</u>
D3	LG	55UP5Q-E	55" FPD, 500 cd/m2, 24/7, 4K	1		\$ 1,454.64	\$ 1,454.64
D4	Chief	LTM1U	LARGE FUSION MICRO-ADJUSTABLE TILT WALL MOUNT	1		\$ 267.07	\$ 267.07
Subtotal							\$ 1,721.71
<u>Video Item</u>	<u>Manufacturer</u>	<u>Item Code</u>	<u>Description</u>	<u>Qty</u>	<u>OFE</u>	<u>Unit Price</u>	<u>Ext. Total</u>
V1	BARCO	R9861605US	CLICKSHARE C-5 GEN2 US	1		\$ 915.42	\$ 915.42
V2	Barco	R9861600D01CUS	CLISHARE BUTTON	1		\$ 254.41	\$ 254.41
Subtotal							\$ 1,169.83

A110 Telemetry

<u>Display Item</u>	<u>Manufacturer</u>	<u>Item Code</u>	<u>Description</u>	<u>Qty</u>	<u>OFE</u>	<u>Unit Price</u>	<u>Ext. Total</u>
D3	LG	55UP5Q-E	55" FPD, 500 cd/m2, 24/7, 4K	2		\$ 1,454.64	\$ 2,909.28
D4	Chief	LTM1U	LARGE FUSION MICRO-ADJUSTABLE TILT WALL MOUNT	2		\$ 267.07	\$ 534.14
Subtotal							\$ 3,443.42

A133 Wellness

<u>Item</u>	<u>Manufacturer</u>	<u>Item Code</u>	<u>Description</u>	<u>Qty</u>	<u>OFE</u>	<u>Unit Price</u>	<u>Ext. Total</u>
D4	Chief	LTM1U	LARGE FUSION MICRO-ADJUSTABLE TILT WALL MOUNT	1		\$ 267.07	\$ 267.07
D7	LG	55UP5Q-E	55" FPD, 500 cd/m2, 24/7, 4K	1		\$ 1,454.64	\$ 1,454.64
Subtotal							\$ 1,721.71
<u>Video Item</u>	<u>Manufacturer</u>	<u>Item Code</u>	<u>Description</u>	<u>Qty</u>	<u>OFE</u>	<u>Unit Price</u>	<u>Ext. Total</u>
V1	Comcast	CATV STB	CATV STB	1	YES	\$ -	\$ -
Subtotal							\$ -
<u>Control Item</u>	<u>Manufacturer</u>	<u>Item Code</u>	<u>Description</u>	<u>Qty</u>	<u>OFE</u>	<u>Unit Price</u>	<u>Ext. Total</u>
C3						\$ -	\$ -
C4	Avidex	AVI4000	STB Hand-Held Remote Control	1		\$ 9.12	\$ 9.12
Subtotal							\$ 9.12

C106 Signal Storage

<u>Display Item</u>	<u>Manufacturer</u>	<u>Item Code</u>	<u>Description</u>	<u>Qty</u>	<u>OFE</u>	<u>Unit Price</u>	<u>Ext. Total</u>
D2						\$ -	\$ -
D3	Chief	LTM1U	LARGE FUSION MICRO-ADJUSTABLE TILT WALL MOUNT	1		\$ 267.07	\$ 267.07
D6	LG	75UP5Q-E	75" FPD, 500 cd/m2, 24/7, 4K	1		\$ 2,989.08	\$ 2,989.08
Subtotal							\$ 3,256.15

D103 Breakroom

<u>Display Item</u>	<u>Manufacturer</u>	<u>Item Code</u>	<u>Description</u>	<u>Qty</u>	<u>OFE</u>	<u>Unit Price</u>	<u>Ext. Total</u>
D5	Chief	LTM1U	LARGE FUSION MICRO-ADJUSTABLE TILT WALL MOUNT	1		\$ 267.07	\$ 267.07
D7	LG	55UP5Q-E	55" FPD, 500 cd/m2, 24/7, 4K	1		\$ 1,454.64	\$ 1,454.64
D8						\$ -	\$ -
Subtotal							\$ 1,721.71
<u>Video Item</u>	<u>Manufacturer</u>	<u>Item Code</u>	<u>Description</u>	<u>Qty</u>	<u>OFE</u>	<u>Unit Price</u>	<u>Ext. Total</u>
V1	Extron	60-1421-13	HDMI DECORATOR-STYLE TX, WHITE - 230 FEET (70 M)	1		\$ 421.80	\$ 421.80
V2	Extron	60-1588-52	HDMI 4K/60 RX SWITCHER-330'	1		\$ 1,242.60	\$ 1,242.60
V3						\$ -	\$ -
V4	Comcast	CATV STB	CATV STB	1	YES	\$ -	\$ -
Subtotal							\$ 1,664.40

Bldg.	Room #	Room Name	Approx. Room Dims	Approx. Ceiling Ht/Type	Floorbox	FPD/Size	FPD Mount	Projector / Screen	Display / Screen Orientation	Native Signage Capable***	PTZ Cam	MTR (Win)	BYOD Video	ClickShare Product	ClickShare Dongles?	BYOD-Wired	BYOD-Wireless**	BYOM-Wired**	BYOM-Wireless**	CATV (Comcast)	CATV Endpoint	Speakers	Ceiling Beam-Forming Microphone	Wireless Microphone	ALS / Option	Divisible System	Control TPanel	Keypad Control	HM Remote	Sched. TPanel	Window Shade Controls	IP-based Power Control	System UPS	Revision	Comments 1				
A	A103	Supervisor	16 x 12	9'0" - ??		65x1	Chief AS3LD		North Wall	Yes			1	CX-30	2	Yes	2	Not Installed	Yes			VideoBar																	
A	A105	Supervisor	16 x 12	9'0" - ??		65x1	Chief AS3LD		North Wall	Yes			1	CX-30	2	Yes	2	Not Installed	Yes			VideoBar																	
A	A107	Lg. Conf. Rm	36 x 18	??	2	98x2 98x1	Chief AS3LD Chief AS3LD		West Wall East Wall	Yes Yes	2	Yes		1-C10 1-CX50	C10-2 CX50-2	No	2+2	Yes ^{1,2}	Yes ^{1,2}	2	Set-Top Box (2)	6 Pendant	2		No		1 Table			1-glass-mount		Yes	Yes	1h	a) Changes to ClickShare complement b) Changes to BYOD/BYOM capability, per 3/25/26 meeting c) CoS to supply one (1) MTR (Windows) Pro Software License for the UC Host Compute d) Add UPS'd Power				
A	109	Map Room	TBD	TBD		55x1	Chief LTM1U		TBD	Yes				CS	1	Yes	1	N/A				TV Built-in													1h	Added Scope - September 2025			
A	110	Telemetry	TBD	TBD		55x2	Chief LTM1U		TBD	Yes				N/A	N/A	Yes	No	N/A				TV Built-in													1e	Added Scope - September 2025			
A	A111	Ops Resource Room	16'10" x 27'9"	9'0" - ACT		75x1	Chief AS3LD		East Wall	Yes				C10	2	Yes	2	N/A				TV Built-in					1	No											
A	A112	Office	11'10" x 10'6"	9'0" - ??		55x1	Chief LTM1U		North Wall	Yes				CS	1	No	1	N/A				TV Built-in																	
A	A113A	Ops Crew Room	34'6" x 27'9"	10'+		85x2	Chief AS3LD	16/9 / 133'D	West Wall	Yes	2	Yes		2-C10 1-CX30	C10-2each CX30-2	No	2+2+2	Yes ¹	Yes ¹	2	Set-Top Box (2)	6 Pendant	2	1 Gooseneck 1 Hand-Held	No		1-Wall 1-Rack		No	By Others	Yes	Yes	1h	a) Adjustment to speaker down; down from 8 to 6 b) Changes to BYOD/BYOM capability, per 3/25/26 meeting c) CoS to supply two (2) MTR (Windows) Pro Software Licenses for the UC Host Computers d) Add UPS'd Power					
A	A113B	Parks Crew Room	23'9" x 27'9"	10'+		85x2	Chief AS3LD	16/9 / 133'D	West Wall	Yes	2	Yes		2-C10 1-CX30	C10-2each CX30-2	No	2+2+2	Yes ¹	Yes ¹	2	Set-Top Box (2)	6 Pendant	1		No	1-Wall		No	By Others	Yes	Yes	1h	a) Changes to BYOD/BYOM capability, per 3/25/26 meeting b) CoS to supply two (2) MTR (Windows) Pro Software Licenses for the UC Host Computers c) Add UPS'd Power						
A	A114	Office	11'10" x 10'6"	9'0" - ??		55x1	Chief LTM1U		South Wall	Yes				CS	1	No	1	N/A				TV Built-in																	
A	A115	Office	11'10" x 10'6"	9'0" - ??		55x1	Chief LTM1U		North Wall	Yes				CS	1	No	1	N/A				TV Built-in																	
A	A116	Office	11'10" x 10'6"	9'0" - ??		55x1	Chief LTM1U		South Wall	Yes				CS	1	No	1	N/A				TV Built-in																	
A	A117	Office	11'10" x 10'6"	9'0" - ??		55x1	Chief LTM1U		North Wall	Yes				CS	1	No	1	N/A				TV Built-in																	
A	A118	Office	11'10" x 10'6"	9'0" - ??		55x1	Chief LTM1U		South Wall	Yes				CS	1	No	1	N/A				TV Built-in																	
A	A119	Parks Resource Room	36'1" x 27'9"	9'0" - ACT		75x1	Chief AS3LD		East Wall	Yes				C10	2	Yes	2	N/A				TV Built-in					1	No											
A	A120	Office	11'10" x 10'6"	9'0" - ??		55x1	Chief LTM1U		North Wall	Yes				CS	1	No	1	N/A				TV Built-in																	
A	A121	Office	11'10" x 10'6"	9'0" - ??		55x1	Chief LTM1U		South Wall	Yes				CS	1	No	1	N/A				TV Built-in																	
A	A127	Commons	36'1" x 18'9"	X / ACT		65x1	Chief AS3LD		North Wall	Yes				N/A	N/A	No	No	N/A		1	Set-Top Box	6 Pendant						1	STB			Yes							
A	A133	Wellness	26'2" x 12'9"	X / ACT		55x1	Chief LTM1U		South Wall	Yes				N/A	N/A	No	No	N/A		1	Set-Top Box	6 Pendant							1	STB			Yes						
C	C106	Signal Storage	~20' x ~38'	TBD		75x1	Chief LTM1U		North Wall	Yes				N/A	N/A	Yes	No	N/A				TV Built-in																	
C	C117A	Facilities Office	13'10" x 10'4"	TBD		55x1	Chief LTM1U		North Wall	Yes				CS	1	No	1	N/A				TV Built-in																	
C	C115C	Parks Office	13'10" x 10'4"	TBD		n/a	n/a		South Wall	Yes				N/A	N/A	N/A	N/A	N/A				N/A																	
D	D101	Fleet Office	14'8" x 12'5"	TBD		55x1	Articulated Mount		East Wall	Yes				CS	1	No	1	N/A				TV Built-in																	
D	D103	Break Room	14'8" x 10'0"	TBD		55x1	Chief LTM1U		North Wall	Yes				N/A	N/A	Yes	No	N/A		1	Set-Top Box	6 Pendant																	

Legend

- BYOD Bring Your Own Device (e.g., Laptop), typically to be used for presentation and content sharing
- BYOM Bring Your Own Meeting (e.g., Microsoft Teams) hosted on a BYOD client
- Yes¹ BYOM Wireless and Wired Modes - Both modes are supported, but a physical move and reconnection of the BYOM interface hardware will be required to change between Modes.
- Yes² BYOM will support a single device output only. The Yealink system will mirror the BYOM device's output across the room's displays.
- * Wireless BYOD count refers to qty of simultaneous display images hosted on a given screen; "*" designation indicates a unique instance of wireless display capability (e.g., on a separate screen)
- + 4K/30 resolution/refresh rate wireless BYOD capability
- ** include infrastructure for an airwall position sensor
- *** Using Display's Signage Application
- ** BYOM Mode has access to Room AV peripherals (i.e., microphone/s, camera, speakers)

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

Avidex Industries, LLC

[Insert Company or Organization Name]

I hereby certify that the Company or Organization named herein will

(check one box below)

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

OR

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

NAME

TITLE

DATE

EXHIBIT C

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

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

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

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

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

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

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

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

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

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

(ii)

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

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

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

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

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

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

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

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

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

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

(3) Payrolls and basic records.

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

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

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

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

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

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

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

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

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

title 31 of the United States Code.

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

(4) Apprentices and trainees.

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

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

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

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

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

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

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

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

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

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

(10) Certification of eligibility.

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

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

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

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

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

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

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

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

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

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

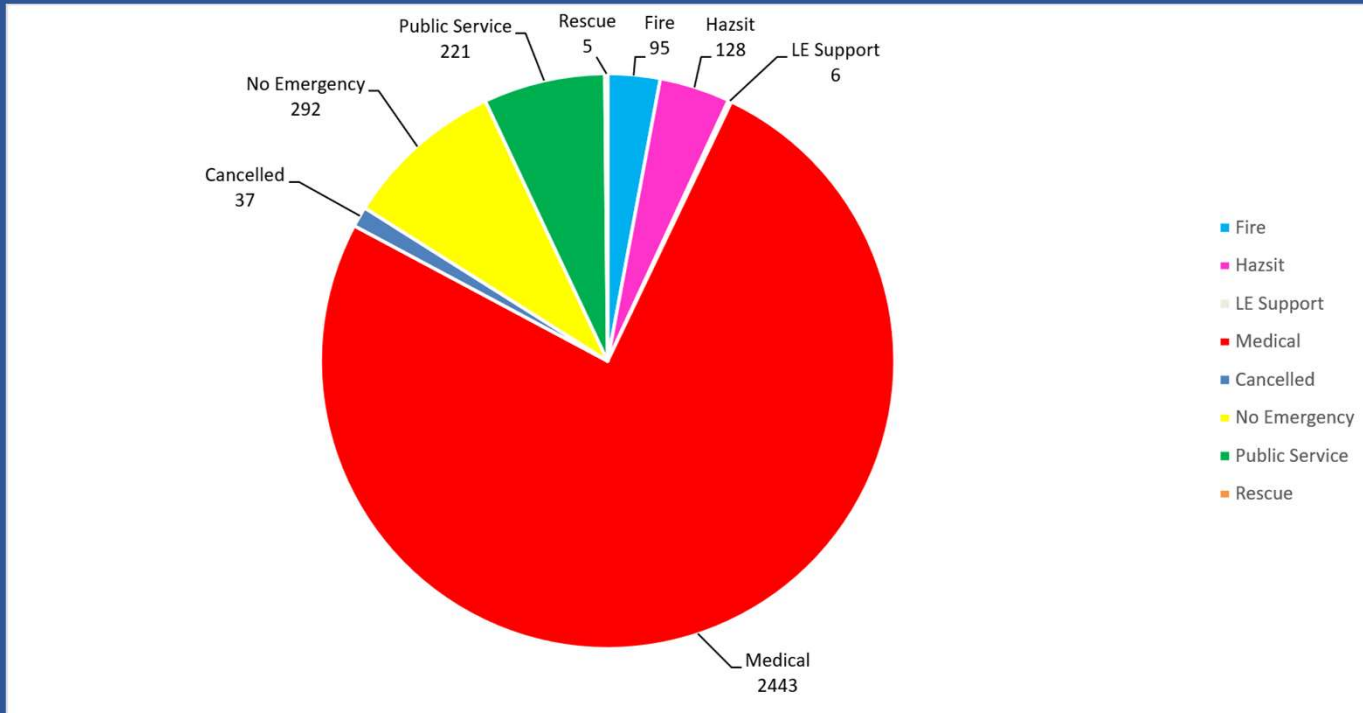
East Pierce Fire and Rescue



Monthly Chiefs Report

March 2026

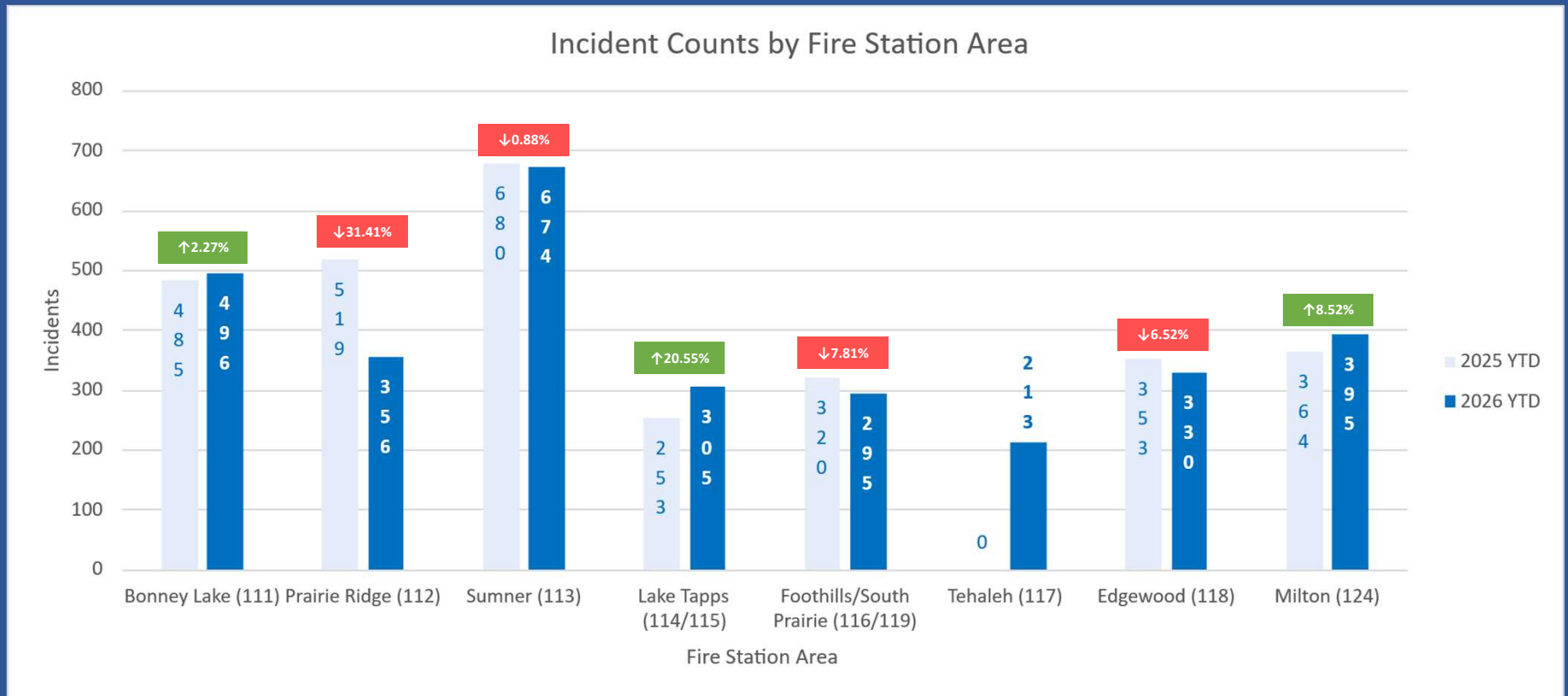
Incidents by Type



Incident Type Category	2026	% Total
Fire	95	2.94%
Hazardous Situation (Haz. Non-Chemical, HazMat, Overpressure, Investigation)	128	3.97%
Medical (Illness, Injury/Trauma, Other)	2,443	75.7%
No Emergency (False Alarm, Good Intent)	292	9.05%
Public Service (Citizen Assist, Alarms (non-medical), Disaster/Weather, Other)	221	6.85%
Rescue (Outside/Outdoor, Structure/Indoor, Transportation, Water)	5	0.15%
Cancelled	37	1.17%
Law Enforcement Support	6	0.19%
YTD - Total Incidents: 3,227		



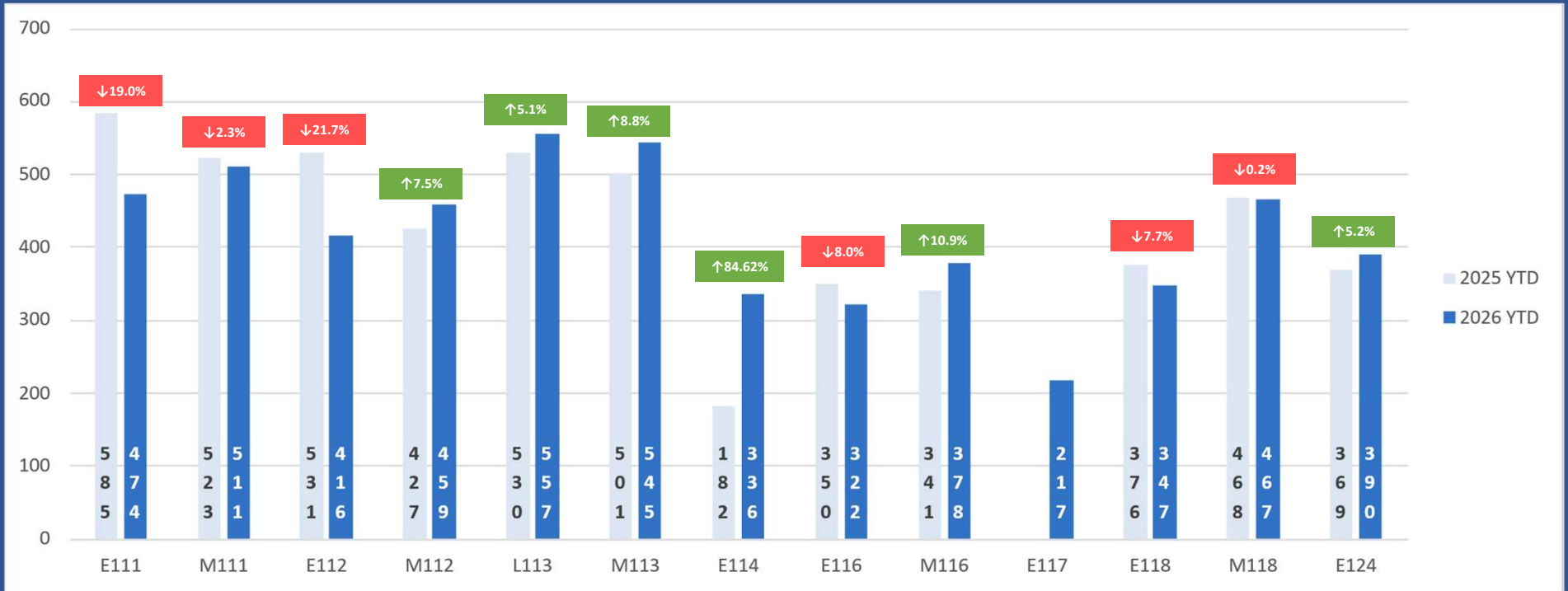
Incident Count by Fire Station Area – YTD – 2025 vs. 2026



Graph reflects incident volume for each fire station area from January 1 – March 31 of the respective year. Overall incident volume has increased by **5.7%** (173 incidents) from 2025 to 2026.



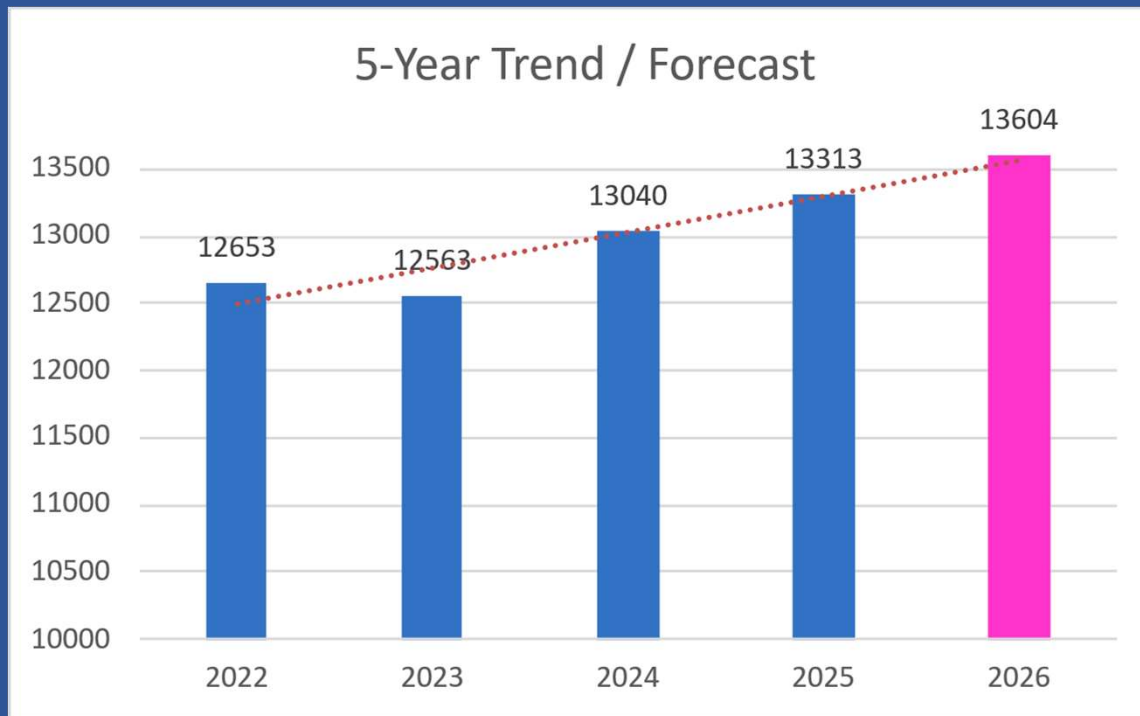
Unit Response Count – YTD



Graph reflects total number of responses by each unit/apparatus, comparing Jan - Mar. 2025 to Jan - Mar. 2026
 Multiple units/apparatus respond to most incident types



5-Year Trend / Forecast



Projected end-of-year total generated using MS Excel Forecast based on actual month-to-month numbers from 01/2021 – 03/2026.

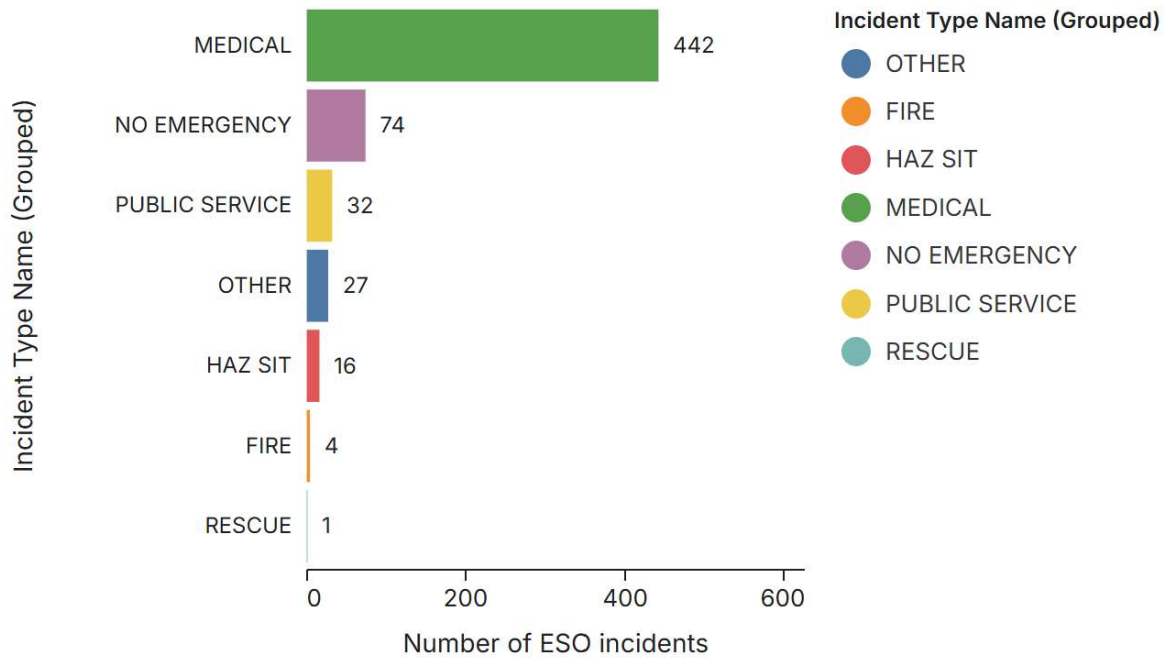
Projected total for EOY 2026 is: 13,604±1119.812
Projected increase of 2.19% in incident volume from 2025.



City of Sumner

YTD – March 31st

Incidents by Type



All Responses	2025	2026
Count	580	596





SUMNER POLICE DEPARTMENT

STATISTICS DASHBOARD

Department Totals

DATE
Jan 2026
Feb 2026
Mar 2026
May 2027
(blank)

