



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

<https://sumnerwa-gov.zoom.us/j/84074581654>

Phone one-tap: +12532050468,,84074581654# +12532158782,,84074581654# US (Tacoma) Webinar ID:
840 7458 1654

CALL TO ORDER

Pledge of Allegiance

Invocation - Greg Nuert, Faith Covenant Church

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

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

CONSENT AGENDA

1. Approval of the 2026 Employment Agreement with Doug Beagle as the Development Services Department Director
2. Approval of the 2026 Employment Agreement with Michael Kosa as the Public Works Department Director
3. Approval of the 2026 Employment Agreement with Andrea Marquez as the City Attorney
4. Approval of the 2026 Employment Agreement with Jeff Steffens as the Deputy City Administrator
5. Approval of the 2026 Employment Agreement with Jason Wilson as the City Administrator
6. Approval of checks and electronic payments in the amount of [\\$10,462,830.01](#).

PUBLIC HEARING

REGULAR BUSINESS

1. **Unfinished Business**
2. **Public Comment (Limit 3 minutes)**
Members of the community who wish to give public comment are strongly encouraged to attend the meeting via the ZOOM link or by telephone. If you are unable to attend the meeting, please submit your public comment in writing via email to the City Clerk at Michellec@sumnerwa.gov no later than 4:00pm on the day of the meeting. Please contact the City Clerk at 253-299-5590 with any questions.
3. **New Business**

- a. 2026 Sidewalk Repair Programs Construction Contract Award
- b. Ordinance No. 2968 - Amending Sumner Municipal Code 13.20.040 Monthly Sewer Rates
- c. Mayoral Appointment Planning Commission - Pierce
- d. Mayoral Appointment to Planning Commission - Eddy
4. **Reports**
 - a. Council
 - b. City Administrator
 - c. Mayor
5. **Executive Session**
6. **Adjournment**

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

SUBJECT:

CATEGORY: Consent

Approval of the 2026 Employment Agreement with Doug Beagle as the Development Services Department Director

BUDGET IMPACT:

Expenditure Required: None

Within Budget Allocation: N/A

ATTACHMENTS:

STAFF CONTACT: Adrienne McNeilly, Human Resource Manager

SUMMARY BACKGROUND:

Doug Beagle has served as the City's Development Services Director since 2020, under an existing Employment Agreement. The Employment Agreement has been updated to ensure consistency with current state and federal law, align with existing City policies and practices, and incorporate other administrative and clarifying revisions. Approval of the updated agreement will continue the City's employment relationship with the Development Services Director under the revised terms and conditions.

Department Directors are subject to an employment agreement which sets forth compensation, benefits, and severance provisions.

The City Council has been provided a copy of the proposed agreement under separate cover. Sumner Municipal Code requires that employment agreements and Mayoral appointments be confirmed by a majority vote of the City Council.

COUNCIL COMMITTEE/STUDY SESSION:

MEETING/STUDY SESSION DATE:

COMMITTEE RECOMMENDATION:

STAFF RECOMMENDATIONS/MOTION:

Move to approve the terms of the 2026 Development Services Director employment agreement with Doug Beagle.

SUBJECT:

CATEGORY: Consent

Approval of the 2026 Employment Agreement with Michael Kosa as the Public Works
Department Director

BUDGET IMPACT:

Expenditure Required: None

Within Budget Allocation: N/A

ATTACHMENTS:

STAFF CONTACT: Adrienne McNeilly, Human Resource Manager

SUMMARY BACKGROUND:

Michael Kosa has served as the City's Public Works Director since 2023, under an existing Employment Agreement. The Employment Agreement has been updated to ensure consistency with current state and federal law, align with existing City policies and practices, and incorporate other administrative and clarifying revisions. Approval of the updated agreement will continue the City's employment relationship with the Public Works Director under the revised terms and conditions.

Department Directors are subject to an employment agreement which sets forth compensation, benefits, and severance provisions.

The City Council has been provided a copy of the proposed agreement under separate cover. Sumner Municipal Code requires that employment agreements and Mayoral appointments be confirmed by a majority vote of the City Council.

<p>COUNCIL COMMITTEE/STUDY SESSION:</p>
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<p>MEETING/STUDY SESSION DATE:</p>

<p>COMMITTEE RECOMMENDATION:</p>

STAFF RECOMMENDATIONS/MOTION:

Move to approve the terms of the 2026 Public Works Director employment agreement with Michael Kosa.

SUBJECT: Approval of the 2026 Employment Agreement with Andrea Marquez as the City Attorney

CATEGORY: Consent

BUDGET IMPACT:

Expenditure Required: None

Within Budget Allocation: N/A

ATTACHMENTS:

STAFF CONTACT: Adrienne McNeilly, Human Resource Manager

SUMMARY BACKGROUND:

Andrea Marquez has served as the City Attorney for the City since 2018, under an existing Employment Agreement. The Employment Agreement has been updated to ensure consistency with current state and federal law, align with existing City policies and practices, and incorporate other administrative and clarifying revisions. Approval of the updated agreement will continue the City's employment relationship with the City Attorney under the revised terms and conditions.

Department Directors are subject to an employment agreement which sets forth compensation, benefits, and severance provisions.

The City Council has been provided a copy of the proposed agreement under separate cover. Sumner Municipal Code requires that employment agreements and Mayoral appointments be confirmed by a majority vote of the City Council.

COUNCIL COMMITTEE/STUDY SESSION:

MEETING/STUDY SESSION DATE:

COMMITTEE RECOMMENDATION:

STAFF RECOMMENDATIONS/MOTION:

Move to approve the terms of the 2026 City Attorney employment agreement with Andrea Marquez.

SUBJECT: Approval of the 2026 Employment Agreement with Jeff Steffens as the Deputy City Administrator

CATEGORY: Consent

BUDGET IMPACT:

Expenditure Required: None

Within Budget Allocation: N/A

ATTACHMENTS:

STAFF CONTACT: Adrienne McNeilly, Human Resource Manager

SUMMARY BACKGROUND:

Jeff Steffens has served as the City’s Administrative Services Director since 2020 and as Deputy City Administrator since 2024, under an existing Employment Agreement. The Employment Agreement revises the existing agreement to reflect his current title and responsibilities, ensure consistency with current state and federal law, align with existing City policies and practices, and incorporate other administrative and clarifying revisions. Approval of the updated agreement will continue the City’s employment relationship with the Deputy City Administrator under the revised terms and conditions.

Department Directors are subject to an employment agreement which sets forth compensation, benefits, and severance provisions.

The City Council has been provided a copy of the proposed agreement under separate cover. Sumner Municipal Code requires that employment agreements and Mayoral appointments be confirmed by a majority vote of the City Council.

<p>COUNCIL COMMITTEE/STUDY SESSION: MEETING/STUDY SESSION DATE: COMMITTEE RECOMMENDATION:</p>
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STAFF RECOMMENDATIONS/MOTION:

Move to approve the terms of the 2026 Deputy City Administrator employment agreement with Jeff Steffens.

SUBJECT: Approval of the 2026 Employment Agreement with Jason Wilson as the City Administrator

CATEGORY: Consent

BUDGET IMPACT:

Expenditure Required: None

Within Budget Allocation: N/A

ATTACHMENTS:

STAFF CONTACT: Adrienne McNeilly, Human Resource Manager

SUMMARY BACKGROUND:

Jason Wilson has served as the City Administrator for the City since 2020, under an existing Employment Agreement. The Employment Agreement has been updated to ensure consistency with current state and federal law, align with existing City policies and practices, and incorporate other administrative and clarifying revisions. Approval of the updated agreement will continue the City's employment relationship with the City Administrator under the revised terms and conditions.

Department Directors are subject to an employment agreement which sets forth compensation, benefits, and severance provisions.

The City Council has been provided a copy of the proposed agreement under separate cover. Sumner Municipal Code requires that employment agreements and Mayoral appointments be confirmed by a majority vote of the City Council.

COUNCIL COMMITTEE/STUDY SESSION:

MEETING/STUDY SESSION DATE:

COMMITTEE RECOMMENDATION:

STAFF RECOMMENDATIONS/MOTION:

Move to approve the terms of the 2026 City Administrator employment agreement with Jason Wilson.

SUBJECT: Approval of checks and electronic payments in the amount of [\\$10,462,830.01](#).

CATEGORY: Consent

BUDGET IMPACT:

Expenditure Required: None

Within Budget Allocation: N/A

ATTACHMENTS:

1. Claims Voucher Approval Page

STAFF CONTACT: Jeff Steffens, Deputy City Administrator

SUMMARY BACKGROUND:

Check and electronic payments from the last approval.

<p>COUNCIL COMMITTEE/STUDY SESSION: MEETING/STUDY SESSION DATE: COMMITTEE RECOMMENDATION:</p>
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STAFF RECOMMENDATIONS/MOTION:

Approve as presented.



CLAIMS VOUCHER APPROVAL
City of Sumner
Finance Department

The following check/electronic payments are approved for payment:

Accounts Payable Check #:	From: <u>39084</u>	To: <u>39183</u>	<u>\$736,733.63</u>
Use Tax (paid to WA State Department of Revenue)	<u>4/23/2026</u>	To: <u>5/6/2026</u>	<u>\$20.98</u>
Voided Check(s)	<u>38406</u>	And: <u>38406</u>	<u>\$(294.19)</u>
Voided EFT(s)	<u>1146</u>	To: <u>1146</u>	<u>\$(336.51)</u>
Voided Wire(s)			
AP Electronic (EFTs) Payments:	From: <u>1230</u>	To: <u>1243</u>	<u>\$1,142,884.59</u>
AP Wire(s):	From: <u>15525 to 15527</u>	To: <u>15529</u>	<u>\$3,550.81</u>
Payroll & Benefits Electronic Payments	From: <u>5/1/2026</u>	To: <u>5/14/2026</u>	<u>\$748,903.83</u>
Payroll & Benefits Checks	From: _____	To: _____	
		<u>TOTAL</u>	<u>\$2,631,463.14</u>

I, the undersigned, do hereby certify under penalty of perjury that the materials have been furnished, the service rendered, or the labor performed as described herein, and that the claim is a just, due, and unpaid obligation against the City of Sumner and I am authorized to authenticate and certify to said claim.

Signed by:
Kassandra Raymond

 City Financial Officer

5/13/2026 | 10:53 PM PDT

 Date

We, the undersigned Finance and Personnel Committee of the City of Sumner City Council, do hereby certify that the check numbers and electronic payments listed above are approved for payment in the amount of:

\$2,631,463.14

Signed by:

Andy Elfers

 City Council Member

Greg Rinke

 Committee Member

Mark Malcolm

 Committee Member

5/13/2026 | 6:19 AM PDT

 Date

5/12/2026 | 1:06 PM PDT

 Date

5/12/2026 | 2:41 PM PDT

 Date



CLAIMS VOUCHER APPROVAL
City of Sumner
Finance Department

The following check/electronic payments are approved for payment:

Accounts Payable Check #:	From: <u>38988</u>	To: <u>39083</u>	<u>\$1,701,990.95</u>
Use Tax (paid to WA State Department of Revenue)	<u>4/9/2026</u>	To: <u>4/22/2026</u>	<u>\$5.08</u>
Voided Check(s)	<u>38232</u>	And: <u>38232</u>	<u>\$(2,424.00)</u>
Voided EFT(s)	<u>-</u>	To: <u>-</u>	<u>\$-</u>
Voided Wire(s)			
AP Electronic (EFTs) Payments:	From: <u>1218</u>	To: <u>1229</u>	<u>\$2,268,557.53</u>
AP Wire(s):	From: <u>15519 to 15520</u>	To: <u>15522 to 15524</u>	<u>\$8,215.36</u>
Payroll & Benefits Electronic Payments	From: <u>4/17/2026</u>	To: <u>4/30/2026</u>	<u>\$978,602.19</u>
Payroll & Benefits Checks	From: <u>10089</u>	To: <u>10090</u>	<u>\$12,035.00</u>
		<u>TOTAL</u>	<u>\$4,966,982.11</u>

I, the undersigned, do hereby certify under penalty of perjury that the materials have been furnished, the service rendered, or the labor performed as described herein, and that the claim is a just, due, and unpaid obligation against the City of Sumner and I am authorized to approve the same and certify to said claim.

Kassandra Raymond
 Chief Financial Officer

5/5/2026 | 11:46 AM PDT
 Date

We, the undersigned Finance and Personnel Committee of the City of Sumner City Council, do hereby certify that the check numbers and electronic payments listed above are approved for payment in the amount of:

\$4,966,982.11

Signed by:
Andy Elfers
 Chair

5/11/2026 | 10:24 AM PDT
 Date

Signed by:
Greg Renke
 Committee Member

5/5/2026 | 12:14 PM PDT
 Date

Signed by:
Mark Malcolm
 Committee Member

5/21/2026 | 10:15 AM PDT
 Date



CLAIMS VOUCHER APPROVAL
City of Sumner
Finance Department

The following check/electronic payments are approved for payment:

Accounts Payable Check #:	From:	38896	To:	38987	\$738,961.58
Use Tax (paid to WA State Department of Revenue)		<u>3/26/2026</u>	To:	<u>4/8/2026</u>	\$469.79
Voided Check(s)		<u>38407</u>	And:	<u>38854</u>	\$(25,975.52)
Voided EFT(s)		<u>-</u>	To:	<u>-</u>	\$-
Voided Wire(s)					
AP Electronic (EFTs) Payments:	From:	<u>1202</u>	To:	<u>1217</u>	\$1,428,556.94
AP Wire(s):	From:	<u>15521</u>	To:	<u>15521</u>	\$324.40
Payroll & Benefits Electronic Payments	From:	<u>4/3/2026</u>	To:	<u>4/16/2026</u>	\$722,047.57
Payroll & Benefits Checks	From:		To:		
				TOTAL	\$2,864,384.76

I, the undersigned, do hereby certify under penalty of perjury that the materials have been furnished, the service rendered, or the labor performed as described herein, and that the claim is a just, due, and unpaid obligation against the City of Sumner and I am authorized to authenticate and certify to said claim.

Kassandra Raymond

 Chief Financial Officer

5/5/2026 | 11:46 AM PDT

 Date

We, the undersigned Finance and Personnel Committee of the City of Sumner City Council, do hereby certify that the check numbers and electronic payments listed above are approved for payment in the amount of:

\$2,864,384.76

Signed by:
Andy Elfers

 Signed by:
Mark Malcolm

 Committee Member
Greg Rinke

 Committee Member

5/11/2026 | 10:24 AM PDT

 Date
5/21/2026 | 10:15 AM PDT

 Date
5/5/2026 | 12:14 PM PDT

 Date

SUBJECT: 2026 Sidewalk Repair Programs Construction Contract Award

CATEGORY: Consent

BUDGET IMPACT:

Expenditure Required: \$1,292,943.00

Within Budget Allocation: Yes

ATTACHMENTS:

1. PW Contract - Sound Pacific

STAFF CONTACT: Courtney Oades, Assistant Engineering Manager

SUMMARY BACKGROUND:

The 2026 Sidewalk Repair Programs Project consists of repairing sidewalks within the City of Sumner that have been damaged due to street trees, replacement of ADA Curb Ramps, and replacement of sidewalks through the Helping Homeowners Program.

On Tuesday, May 19th, six (6) bids were received, and the lowest responsible bidder was Sound Pacific Construction, LLC, in the amount of \$1,292,943.00. The Engineer's Estimate was \$1,181,890.00.

COUNCIL COMMITTEE/STUDY SESSION: Public Safety Committee

MEETING/STUDY SESSION DATE: 5/20/2026

COMMITTEE RECOMMENDATION: Do Pass

STAFF RECOMMENDATIONS/MOTION:

A motion authorizing the Mayor and City Administrator to execute all necessary contract documents with Sound Pacific Construction, LLC, in an amount not-to-exceed \$1,292,943.00 for the 2026 Sidewalk Repair Programs Project (CIP 25-03), substantially in a form approved by the City Attorney.

PUBLIC WORKS CONTRACT
between City of Sumner and
Sound Pacific Construction, 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 Sound Pacific Construction, 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
- 2026 Sidewalk Repair Programs (CIP 25-03)

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. Other than as expressly provided for in this agreement, no Party shall be liable under any provision of this Agreement for any losses, damages, costs or expenses for any special, indirect, incidental, consequential, or punitive damages, including but not limited to loss of profit or revenue, loss of the use of equipment, cost of capital, cost of temporary equipment or services, whether based in whole or in part in contract, in tort, including negligence, strict liability, or any other theory of liability

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.

In addition to requiring each and every Subcontractor to provide the above insurance, the Contractor shall, within ten days of any request, provide the City with copies of any and all subcontracts or agreements with any other person or entity involved in the completion of the scope of work provided for under this agreement, including but not limited to each subcontractor, consultant, and supplier.

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.

V. It is further provided that no liability shall attach to the City of Sumner by reason of entering into this contract except as provided herein.

VI. Debarment. The Contractor 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 Contractor or its subcontractors become listed on the Federal or State Debarment List, the City will be notified immediately.

VII. Application of Uniform Guidance. If this contract involves the use, in whole or in part, of federal award(s), provisions (A)-(J) in Appendix II to Part 200 of the Uniform Guidance (2 CFR Ch. 11 (1-1-14 edition) are hereby incorporated, as applicable, as if fully set forth herein. See attached Exhibit C.

IN WITNESS WHEREOF, the Contractor has executed this instrument, on the day and year first below written and the Local Agency Approving Authority has caused this instrument to be executed by and in the name of said City of Sumner the day and year first above written.

CONTRACTOR:	CITY OF SUMNER:
By: _____ <i>(signature)</i>	By: _____ <i>(signature)</i>
Print Name: _____	Print Name: <u>Carla S. Bowman</u> Its <u>Mayor</u> <i>(Title)</i>
Title: _____	DATE: _____
DATE: _____ <i>(Title)</i>	By: _____ <i>(signature)</i>
	Print Name: <u>Jason Wilson</u> Its <u>City Administrator</u> <i>(Title)</i>
	DATE: _____
	Attest: _____ Approved as to form: _____
	City Clerk _____ City Attorney _____
	DATE: _____ DATE: _____

<p>NOTICES TO BE SENT TO:</p> <p>CONTRACTOR:</p> <p>Tom Abplanalp Sound Pacific Construction, LLC 6708 144th St NW, Ste A Gig Harbor, WA 98332 253-514-6226 (telephone) tom@soundpacificconst.com (email)</p>	<p>NOTICES TO BE SENT TO:</p> <p>CITY OF SUMNER:</p> <p>Courtney Oades City of Sumner 1104 Maple Street Sumner, WA 98390 253-299-5710 (telephone) courtneyo@sumnerwa.gov (email)</p>
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EXHIBIT A
Scope and Schedule of Work

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: Managing member
Firm Name: Sound Pacific Construction, LLC
Address: 6708 144th St. NW, Suite A
Gig Harbor, WA 98332
Phone Number 253-514-6226
Email Address tom@soundpacificconst.com
State of Washington
Contractor's License No.: SOUNDPC842J8
DUNS No. (if acquired) 080251367
CAGE Code (if acquired) 16QM2
UBI # 603-606-758
Sumner Business License
No. (if acquired) _____

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," 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 23-03.

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 Owner's **2026 Sidewalk Repair Program, CIP 25-03**, for the amounts stated below.

A. **BID ITEMS** (See Special Provisions and Standard Specifications for description of bid items)

Schedule A – Sidewalk Repairs, ADA Curb Ramps, & Roadway Improvements						
Item No.	Spec.	Est. Quantity	Unit	Description	Unit Cost	Amount
A1	SS 1-04.4(1)	1	Eq. Adj.	Minor Change	\$35,000	\$35,000
A2	SP 1-05	1	LS	Roadway Surveying	\$6,000.00	\$6,000.00
A3	SP 1-05	1	LS	ADA Features Surveying	\$3,500.00	\$3,500.00
A4	SP 1-05.18	1	LS	Record Drawings (Min. Bid \$500)	\$500.00	\$500.00
A5	SS 1-07	1	LS	SPCC Plan	\$1,000.00	\$1,000.00
A6	SS 1-07	1	FA	Property Restoration	\$25,000	\$25,000
A7	SP 2-01	1	LS	Mobilization	\$123,000.00	\$123,000.00
A8	SP 2-04	1	LS	Project Temporary Traffic Control	\$220,000.00	\$220,000.00
A9	SP 3-01	72	EA	Tree Removal	\$1,100.00	\$79,200.00
A10	SP 3-02	1	LS	Removal of Structures and Obstructions	\$4,000.00	\$4,000.00
A11	SP 3-02	422	SY	Removing Asphalt Conc. Pavement	\$39.00	\$16,458.00
A12	SP 3-02	251	SY	Removing Asphalt Overlaid Conc. Pavement	\$45.00	\$11,295.00
A13	SP 3-02	3780	SY	Removing Cement Conc. Sidewalk	\$26.00	\$98,280.00
A14	SP 3-02	316	LF	Removing Cement Conc. Curb	\$16.00	\$5,056.00

	A15	SP 3-02	45	SY	Removing Cement. Conc. Driveway	\$45.00	\$2,025.00
	A16	SP 3-02	2	EA	Adjust Existing Utility to Grade	\$95.00	\$190.00
1	A17	SS 4-05	191	TON	Ballast	\$55.00	\$10,505.00
	A18	SP 3-03	240	CY	Roadway Excavation Incl. Haul	\$69.00	\$16,560.00
	A19	SP 3-03	24	CY	Unsuitable Foundation Excavation Incl. Haul	\$45.00	\$1,080.00
1	A20	SP 3-10	396	LF	Root Pruning	\$17.00	\$6,732.00
	A21	SS 2-12	390	SY	Construction Geotextile for Soil Stabilization	\$5.00	\$1,950.00
	A22	SP 4-04	68	TON	Crushed Surfacing Top Course	\$60.00	\$4,080.00
	A23	SP 4-04	54	TON	Crushed Surfacing Base Course	\$60.00	\$3,240.00
1	A24	SP 4-04	565	TON	Permeable Ballast	\$65.00	\$36,725.00
	A25	SP 5-04	353	TON	HMA CL. ½ In PG 58H-22	\$370.00	\$130,610.00
	A26	SP 5-05	8	SY	Cement Conc. Pavement	\$450.00	\$3,600.00
	A27	SP 8-01	1	LS	Erosion and Water Pollution Control	\$11,000.00	\$11,000.00
	A28	SP 8-02	25	SY	Topsoil Type A	\$55.00	\$1,375.00
	A29	SP 8-02	1	SY	Bark or Wood Chip Mulch	\$105.00	\$105.00
	A30	SP 8-02	217	SY	Seeded Lawn Installation	\$6.00	\$1,302.00
1	A31	SP 8-02	396	LF	Root Barrier	\$18.00	\$7,128.00
1	A32	SP 8-04	346	LF	Cement Conc. Traffic Curb and Gutter	\$42.00	\$14,532.00
	A33	SP 8-05	1	FA	Resolution of Utility Conflicts	\$10,000	\$10,000
1	A34	SP 8-06	1355	SY	Residential Conc. Driveway	\$95.00	\$128,725.00
	A35	SP 8-06	65	SY	Commercial Conc. Driveway	\$77.00	\$5,005.00
1	A36	SP 8-06	16	SY	Cement Conc. Curb Ramp Type Single Direction A	\$75.00	\$1,200.00
	A37	SP 8-14	9	SY	Cement Conc. Curb Ramp Type Combination	\$75.00	\$675.00

A38	SP 8-14	1135	SY	Cement Conc. Sidewalk	\$80.00	\$90,800.00
A39	SP 8-14	45	SY	Cement Conc. Driveway	\$80.00	\$3,600.00
A40	SP 8-14	1130	SY	Pervious Cement Conc. Sidewalk	\$100.00	\$113,000.00

Schedule A Total \$1,234,033.00

Schedule B – Stormwater Improvements						
Item No.	Spec.	Est. Quantity	Unit	Description	Unit Cost	Amount
B1	SP 3-02	5	EA	Utility Potholing	\$500.00	\$2,500.00
B2	SP 3-07	1	LS	Shoring or Extra Excavation Class B	\$1,500.00	\$1,500.00
B3	SP 7-04	109	LF	Solid Wall PVC Storm Sewer Pipe 12 In. Diam.	\$110.00	\$11,990.00
B4	SP 7-04	53	LF	Ductile Iron Storm Sewer Pipe 12 In. Diam.	\$160.00	\$8,480.00
B5	SP 7-05	1	EA	Catch Basin Type 1	\$2,800.00	\$2,800.00
B6	SP 7-05	5	EA	Catch Basin Type 1L	\$3,600.00	\$18,000.00
B7	SP 7-05	2	EA	Catch Basin Type 2 48 In. Diam.	\$6,000.00	\$12,000.00
B8	SS 7-05	1	EA	Install New ERGO Ring and Cover, Adjust to Grade	\$1,500.00	\$1,500.00
B9	SP 7-08	4	CY	Unsuitable Pipe Foundation Excavation Incl. Haul	\$35.00	\$140.00

Schedule B Total \$58,910.00

Bid Total of all Schedules (A+B) \$1,292,943.00

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

Sound Pacific Construction, 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.



SUBJECT: Ordinance No. 2968 - Amending Sumner Municipal Code 13.20.040 Monthly Sewer Rates

CATEGORY: Ordinance

BUDGET IMPACT:

Expenditure Required: None

Within Budget Allocation: N/A

ATTACHMENTS:

1. Ordinance No. 2968 - Amending Sumner Municipal Code 13.20.040 Monthly Sewer Rates

STAFF CONTACT: Kelly Harter, Finance & Utility Specialist

SUMMARY BACKGROUND:

Ordinance Number 2968 will amend the Sumner Municipal Code to create a sewer rate for non-residential customers located outside of Sumner City limits who are connected to our sewer system.

These customers will be charged a 25% premium, which falls in line with previous rate studies.

<p>COUNCIL COMMITTEE/STUDY SESSION: Finance and Personnel Committee MEETING/STUDY SESSION DATE: 5/12/2026 COMMITTEE RECOMMENDATION: Do Pass</p>
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STAFF RECOMMENDATIONS/MOTION:

Approve Ordinance No. 2968 Amending Sumner Municipal Code 13.20.040 Monthly Sewer Rates.

**ORDINANCE NO. 2968
CITY OF SUMNER, WASHINGTON**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SUMNER, WASHINGTON,
AMENDING SUMNER MUNICIPAL CODE SECTION 13.20.040 MONTHLY SEWER
SERVICE RATES**

WHEREAS, the City adopts annual utility rates; and

WHEREAS, the City desires to create a new rate classification for nonresidential sewer customers outside city limits.

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

Section 1. Adoption. Sumner Municipal Code Section 13.20.040 is hereby amended as follows:

The monthly rate for each property/building connected to the city's sewer system, effective January 1, 2011, shall be as follows, unless otherwise required by this chapter:

A. Each single-family residence connected to the sewer system shall pay the minimum monthly rate plus the volume charge for each 100 cubic feet of water used each month above 500 cubic feet as measured by the water meter. Said rates and charges are presented in the Sumner utility rate and fee schedule available at City Hall and the city's website. The monthly sewer consumption rate shall be based on the average winter usage using the December, January, February, March and April monthly meter readings. The June billing will be based on this average winter usage and will remain the amount billed until the following June billing when it will be recalculated based on the previous six-month average.

B. Each multifamily dwelling unit connected to the sewer system shall pay the minimum monthly rate per each dwelling unit plus the volume charge for each 100 cubic feet of water used each month above 400 cubic feet times the number of dwelling units as measured by the water meter. The monthly sewer consumption rate shall be based on the average winter usage using the December, January, February, March and April monthly meter readings. The June billing will be based on this average winter usage and will remain the amount billed until the following June billing when it will be recalculated based on the previous six-month average.

C. All nonresidential customers (commercial, industrial, institutional, etc.) connected to the sewer system shall pay the minimum monthly rate per each equivalent residential unit (ERU), as defined in SMC § 13.16.030, assigned to it plus the volume charge for each 100 cubic feet of water used each month above 500 cubic feet times the number of ERUs as measured by the water meter. There will be no winter averaging for these customers. **All nonresidential customers outside the city limits shall be assessed a 25% premium.**

D. Rates for **residential** sewer service outside the city limits shall be set as a flat rate as adopted by the utility billing fee schedule.

E. If a single-family residential customer relocates to a new single-family house inside the city sewer service area, the previously established consumption average will be applied to the new address until the average is recalculated. A residential customer (either single-family or multifamily) who does not have three complete, consecutive bills at the time of recalculation of the consumption average will be assigned the system average of 700 cubic feet for their classification. Closing or partial bills will not be included in the calculation of the consumption average.

F. There will typically not be adjustments to residential sewer bills using the winter averaging for the intentional use of water such as irrigation, the filling of swimming pools, ponds, hot tubs or similar activities during the months when the averaging is determined.

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

Section 3. Effective date. This ordinance shall be effective five (5) days from and after its passage approval and publication as provided by law.

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

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

Passed by the City Council and approved by the Mayor of the City of Sumner, Washington, at a regular meeting thereof this 1st day of June 2026.

Mayor Carla S. Bowman

ATTEST:

APPROVED AS TO FORM:

City Clerk Michelle Converse, CMC

City Attorney Andrea Marquez

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

SUBJECT: Mayoral Appointment Planning Commission - Pierce

CATEGORY: Motion

BUDGET IMPACT:

Expenditure Required: None

Within Budget Allocation: N/A

ATTACHMENTS:

1. Commission Application - Pierce

STAFF CONTACT: Ryan Windish, Community & Economic Development Director

SUMMARY BACKGROUND:

Mayor Bowman is seeking to confirm Chris Pierce to the Sumner Planning Commission. The Planning Commission serves in an advisory capacity to the City Council. The Commission's main purpose is to assist in the implementation of the vision and policies in the Sumner Comprehensive Plan, including reviewing and making recommendations on various City plans, goals, and policies, and the Sumner Zoning Code and development regulations.

Mr. Pierce is interested in retaining the small town character of Sumner and keeping it safe and livable.

Mr. Pierce will be appointed for a full-term, with an expiration of April 2030.

COUNCIL COMMITTEE/STUDY SESSION:

MEETING/STUDY SESSION DATE:

COMMITTEE RECOMMENDATION:

STAFF RECOMMENDATIONS/MOTION:

Move to confirm the Mayoral appointment of Chris Pierce to the Planning Commission with a term ending in April 2030.



COMMISSION APPLICATION

Thank you for your interest in serving on a City of Sumner commission. We value the contributions that volunteers make in keeping Sumner a great place. This application will help us better understand your background. **Please fill out electronically or print clearly.**

I am interested in serving on the following:

- ARTS CIVIL SERVICE DESIGN PARKS/FORESTRY PLANNING PUBLIC SAFETY

Name: Chris Pierce Contact Phone: [REDACTED]

Address: [REDACTED], Sumner, WA 98390

Email: [REDACTED]

Occupation (if retired, please indicate former occupation or profession):

Heavy Civil Construction Project Manager

Education: High School and Some College

Professional and / or Community Involvement:

Volunteer work through several local organizations (Freezing nights (Puyallup +

Why are you interested in serving on this commission?

I want to use the skills I have attained across thirty years in public works construction to help keep my community thriving.

Have you previously served on a City commission? Yes No

If yes, which one(s): _____

Please note that all information on this form becomes public information when submitted.

Return completed form to City of Sumner, 1104 Maple Street, Sumner, WA 98390

OR email: michellec@sumnerwa.gov

Chris Pierce

Digitally signed by Chris Pierce
DN: cn=Chris Pierce, o=TITAN Earthwork, cn=Chris Pierce
Location: Sumner, WA
Reason: I attest to the accuracy and integrity of this document
Contact Info: Chris Pierce 253-725-9223
Date: 2008.05.22 08:43:56-0700

Applicant' Signature

(if submitted electronically, we will obtain your signature later in the process)

SUBJECT: Mayoral Appointment to Planning Commission - Eddy

CATEGORY: Motion

BUDGET IMPACT:

Expenditure Required: None

Within Budget Allocation: N/A

ATTACHMENTS:

1. Application - Eddy

STAFF CONTACT: Ryan Windish, Community & Economic Development Director

SUMMARY BACKGROUND:

Mayor Bowman is seeking Council confirmation of Byrl Eddy to the Sumner Planning Commission.

The Planning Commission serves in an advisory capacity to the City Council. The Commission's main purpose is to assist in the implementation of the vision and policies in the Sumner Comprehensive Plan, including reviewing and making recommendations on various City plans, goals, and policies, and the Sumner Zoning Code and development regulations.

Mr. Eddy would like to help shape and guide Sumner's growth as more people move into Sumner and retain the values that attracted him to Sumner, such as the small-town charm character while keeping the community safe, and making investments in downtown vitality. He wants to apply his background in business and project management in local government to assist with planning in Sumner.

If confirmed, Mr. Eddy will be appointed for a full-term with an expiration in April 2030.

COUNCIL COMMITTEE/STUDY SESSION:

MEETING/STUDY SESSION DATE:

COMMITTEE RECOMMENDATION:

STAFF RECOMMENDATIONS/MOTION:

Move to confirm the Mayoral appointment of Byrl Eddy to the Planning Commission with a term ending in April 2030.



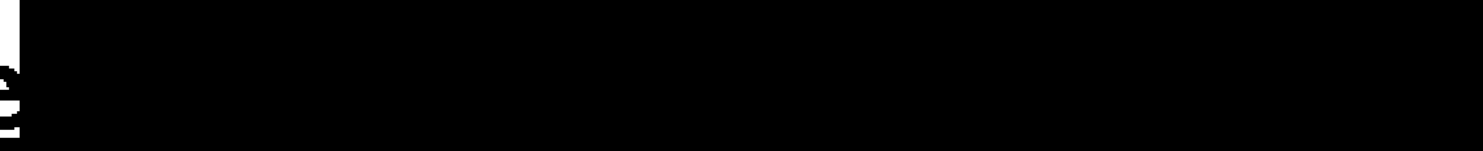
COMMISSION APPLICATION

Thank you for your interest in serving on a City of Sumner commission. We value the contributions that volunteers make in keeping Sumner a great place. This application will help us better understand your background. **Please fill out electronically or print clearly.**

I am interested in serving on the following:

- ARTS
- CIVIL SERVICE
- DESIGN
- PARKS/FORESTRY
- PLANNING
- PUBLIC SAFETY

Name: Byrl Eddy

Contact Phone: 

Occupation (if retired, please indicate former occupation or profession):

Director Transit Systems Technologies

Education: MBA, PM Cert, BA Nuclear Technologies, AA Electronics

Professional and / or Community Involvement:

Seeking to engage. Current involvement are the communities Sound Transit serves.

Why are you interested in serving on this commission?

Play a greater role in supporting my community. I have a desire to help shape the ongoing growth and development of the city. I have children shifting into adulthood, and I want to not only help our community so they can see the benefits of working to support the city, but also be a good example of being a good steward for something greater than one's self.

Have you previously served on a City commission?

Yes

No

If yes, which one(s): _____

Please note that all information on this form becomes public information when submitted.

Return completed form to City of Sumner, 1104 Maple Street, Sumner, WA 98390

OR email: michellec@sumnerwa.gov



Applicant' Signature

(if submitted electronically, we will obtain your signature later in the process)