



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

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

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

Join Zoom Meeting

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

Meeting ID: 871 0196 4344

One tap mobile

+12532158782,,87101964344# US (Tacoma)

## **COMMITTEE BUSINESS**

1. Sidewalk Improvements - Construction Contract Award
2. ESN Salmon Creek Cutover - Design/Construction Management Consultant Agreement
3. 166th Widening: Federal Grant Acceptance (FHWA)

## **REPORTS**

## **ADJOURNMENT**

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**SUBJECT:** Sidewalk Improvements - Construction Contract Award

**CATEGORY:** Consent

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**BUDGET IMPACT:**

Expenditure Required: \$1,490,162.49

Within Budget Allocation: Yes

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**ATTACHMENTS:**

1. Contract
  2. Bid Tab
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**STAFF CONTACT:** Andrew Leach, Public Works Manager, Mike Dahlem, Public Works Director

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**SUMMARY BACKGROUND:**

This project provides for the improvement of sidewalk and ADA curb ramps within the Sound Transit Focus Area and Rivergrove Area. The project also includes erosion control, installation of new hydrants, storm utilities and electrical conduit for future street lighting, as well as paving. The project is funded through the Sound Transit Station Access and Lighting Improvements Grant and the sidewalk repair budget.

Four (4) bids were received on May 27th, 2021 for this project. The lowest responsible bid was submitted by Olson Brothers Excavating, Inc., with a bid amount of \$1,354,693.17. The Engineers Estimate for this project was \$1,614,920.00.

The Contractor will have one hundred (100) working days to complete the project.

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| <p><b>COUNCIL COMMITTEE/STUDY SESSION:</b> Public Works Committee</p> |
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| <p><b>MEETING/STUDY SESSION DATE:</b> 6/1/2021</p> |
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|                                                 |
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| <p><b>COMMITTEE RECOMMENDATION:</b> Do-Pass</p> |
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**STAFF RECOMMENDATIONS/MOTION:**

A motion authorizing the Mayor and City Administrator to execute all necessary contract documents with Olson Brothers Excavating, Inc., in an amount not-to-exceed \$1,354,693.17 for the Sidewalk Improvements Project (CIP 20-10), substantially in a form approved by the City Attorney.

**PUBLIC WORKS CONTRACT**  
**between City of Sumner and**  
**Olson Brothers Excavating, Inc.**

THIS AGREEMENT, made and entered into this day \_\_\_\_\_, between the City of Sumner under and by virtue of Title 35 RCW (Cities and towns) as amended and Olson Brothers Excavation, Inc., 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

**See Exhibit A – Sidewalk Improvements (CIP 20-10)**

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. 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.

IV. 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.

V. 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.

VI. 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.

|                                                                                                                                                                                                 |                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <p><b>CONTRACTOR:</b></p> <p>By: _____<br/> <i>(signature)</i></p> <p>Print Name: _____</p> <p>Its _____<br/> <i>(Title)</i></p> <p>DATE: _____</p>                                             | <p><b>CITY OF SUMNER:</b></p> <p>By: _____<br/> <i>(signature)</i></p> <p>Print Name: <u>William L. Pugh</u></p> <p>Its <u>Mayor</u><br/> <i>(Title)</i></p> <p>DATE: _____</p><br><p>By: _____<br/> <i>(signature)</i></p> <p>Print Name: <u>Jason Wilson</u></p> <p>Its <u>City Administrator</u><br/> <i>(Title)</i></p> <p>DATE: _____</p><br><p>Attest: _____ Approved as to form: _____</p> <p>_____<br/> City Clerk City Attorney</p> <p>DATE: _____ DATE: _____</p> |
| <p><b>NOTICES TO BE SENT TO:</b></p> <p><b>CONTRACTOR:</b></p> <p>Mike Olson<br/> Olson Brothers Excavating, Inc.<br/> 6622 112<sup>th</sup> St E<br/> Puyallup, WA 98373<br/> 253-770-3844</p> | <p><b>NOTICES TO BE SENT TO:</b></p> <p><b>CITY OF SUMNER:</b></p> <p>Andrew Leach<br/> City of Sumner<br/> 1104 Maple Street<br/> Sumner, WA 98390<br/> 253-299-5711</p>                                                                                                                                                                                                                                                                                                   |

# EXHIBIT A

| Schedule of Prices                       |                    |          |                                                                                                              |                  |                  |                                                         |
|------------------------------------------|--------------------|----------|--------------------------------------------------------------------------------------------------------------|------------------|------------------|---------------------------------------------------------|
| Sumner Sidewalk Improvements (CIP 20-10) |                    |          |                                                                                                              |                  |                  |                                                         |
| Item No.                                 | Estimated Quantity | Unit     | Description of Item                                                                                          | WSDOT Spec Sect. | Unit Price       | Amount                                                  |
| Schedule A – Sound Transit Focus Area    |                    |          |                                                                                                              |                  |                  |                                                         |
| 100                                      | 1                  | Eq. Adj. | Minor Change<br>\$ <u>Twenty Thousand and 00/100</u><br>(Words) per Eq. Adj.                                 | 1-04             | \$20,000.00      | \$20,000.00                                             |
| 101                                      | 1                  | LS       | ADA Features Surveying<br>\$ <u>Fourteen Thousand and 00/100</u><br>(Words) per Lump Sum                     | 1-05             | Lump Sum         | \$ <u>14,000.00</u>                                     |
| 102                                      | 1                  | FA       | Property Restoration<br>\$ <u>Twenty Five Thousand and 00/100</u><br>(Words) per Force Account               | 1-07             | \$25,000.00      | \$25,000.00                                             |
| 103                                      | 1                  | LS       | Mobilization<br>\$ <u>Eighty Thousand and 00/100</u><br>(Words) per Lump Sum                                 | 1-09             | Lump Sum         | \$ <u>80,000.00</u>                                     |
| 104                                      | 1                  | LS       | Project Temporary Traffic Control<br>\$ <u>Two Hundred and Nine Seven and 00/100</u><br>(Words) per Lump Sum | 1-10             | Lump Sum         | \$ <u>206,976.00</u>                                    |
| 105                                      | 3                  | EA       | Tree Removal<br>\$ <u>Eight Hundred and 00/100</u><br>(Words) per Each                                       | 2-01             | \$ <u>800.00</u> | \$ <u>2,400.00</u>                                      |
| 106                                      | 1                  | LS       | Removal of Structures and Obstructions<br>\$ <u>Five Thousand and 00/100</u><br>(Words) per Lump Sum         | 2-02             | Lump Sum         | \$ <u>5,000.00</u>                                      |
| 107                                      | 866                | SY       | Removing Asphalt Conc. Pavement<br>\$ <u>Sixteen and 84/100</u><br>(Words) per Square Yard                   | 2-02             | \$ <u>16.84</u>  | \$ <u>14,583.44</u>                                     |
| 108                                      | 7,574              | SY       | Removing Cement Conc. Sidewalk<br>\$ <u>Five and 25/100</u><br>(Words) per Square Yard                       | 2-02             | \$ <u>5.25</u>   | \$ <u>39,763.50</u> <span style="color: red;">AZ</span> |
| 109                                      | 2,210              | LF       | Removing Cement Conc. Curb<br>\$ <u>Nine and 84/100</u><br>(Words) per Linear Foot                           | 2-02             | \$ <u>9.84</u>   | \$ <u>21,746.40</u>                                     |
| 110                                      | 6                  | EA       | Adjust Existing Utility to Grade<br>\$ <u>Eight Hundred and 00/100</u><br>(Words) per Each                   | 2-02             | \$ <u>800.00</u> | \$ <u>4,800.00</u>                                      |
| 111                                      | 20                 | CY       | Unsuitable Foundation Excavation<br>Incl. Haul<br>\$ <u>Sixty Seven and 00/100</u><br>(Words) per Cubic Yard | 2-03             | \$ <u>167.00</u> | \$ <u>3,340.00</u>                                      |
| 112                                      | 3,000              | LF       | Root Pruning<br>\$ <u>Three and 50/100</u><br>(Words) per Linear Foot                                        | 2-13             | \$ <u>3.50</u>   | \$ <u>10,500.00</u>                                     |

| Schedule of Prices<br>Sumner Sidewalk Improvements (CIP 20-10) |                    |      |                                                                                                                         |                  |                  |                    |
|----------------------------------------------------------------|--------------------|------|-------------------------------------------------------------------------------------------------------------------------|------------------|------------------|--------------------|
| Item No.                                                       | Estimated Quantity | Unit | Description of Item                                                                                                     | WSDOT Spec Sect. | Unit Price       | Amount             |
| 113                                                            | 250                | SY   | HMA CL. 1/2 in. PG 58H-22<br><u>\$ Seventy &amp; no/100</u><br>(Words) per Square Yard                                  | 5-04             | <u>\$70.00</u>   | <u>\$17,500</u>    |
| 114                                                            | 39                 | SY   | Flexible Sidewalk System<br><u>\$ Ninety Seven &amp; no/100</u><br>(Words) per Square Yard                              | 5-06             | <u>\$97.00</u>   | <u>\$3,783</u>     |
| 115                                                            | 245                | LF   | Solid Wall PVC Storm Sewer Pipe<br>6-in. Diam.<br><u>\$ Fifty Six &amp; 57/100</u><br>(Words) per Linear Foot           | 7-04             | <u>\$56.57</u>   | <u>\$13,859.65</u> |
| 116                                                            | 175                | LF   | Ductile Iron Storm Sewer Pipe<br>12-in. Diam.<br><u>\$ One hundred Eighteen &amp; 59/100</u><br>(Words) per Linear Foot | 7-04             | <u>\$118.56</u>  | <u>\$20,748</u>    |
| 117                                                            | 6                  | EA   | Catch Basin Type 1<br><u>\$ One thousand four hundred Seventy &amp; 00/100</u><br>(Words) per Each                      | 7-05             | <u>\$1470.00</u> | <u>\$8,820</u>     |
| 118                                                            | 1                  | LS   | Erosion and Water Pollution Prevention<br><u>\$ Five thousand &amp; 00/100</u><br>(Words) per Lump Sum                  | 8-01             | Lump Sum         | <u>\$5,000.00</u>  |
| 119                                                            | 15                 | EA   | Inlet Protection<br><u>\$ Sixty Seven &amp; 00/100</u><br>(Words) per Each                                              | 8-01             | <u>\$67.00</u>   | <u>\$1,005</u>     |
| 120                                                            | 39                 | CY   | Topsoil Type A<br><u>\$ Fifty Seven &amp; 00/100</u><br>(Words) per Cubic Yard                                          | 8-02             | <u>\$57.00</u>   | <u>\$2,223.00</u>  |
| 121                                                            | 235                | SY   | Seeded Lawn Installation<br><u>\$ Seven &amp; 00/100</u><br>(Words) per Square Yard                                     | 8-02             | <u>\$7.00</u>    | <u>\$1,645.00</u>  |
| 122                                                            | 1,000              | SY   | Landscape Restoration<br><u>\$ Three &amp; 50/100</u><br>(Words) per Square Yard                                        | 8-02             | <u>\$3.50</u>    | <u>\$3,500</u>     |
| 123                                                            | 1,400              | LF   | Root Barrier<br><u>\$ Twelve &amp; 00/100</u><br>(Words) per Linear Foot                                                | 8-02             | <u>\$12.00</u>   | <u>\$16,800</u>    |
| 124                                                            | 4                  | EA   | Tree Grate<br><u>\$ One thousand Seven hundred &amp; 00/100</u><br>(Words) per Each                                     | 8-02             | <u>\$1700.00</u> | <u>\$6,800.00</u>  |
| 125                                                            | 1,231              | LF   | Cement Conc. Traffic Curb and Gutter<br><u>\$ Thirty Six &amp; 00/100</u><br>(Words) per Linear Foot                    | 8-04             | <u>\$36.00</u>   | <u>\$44,316</u>    |

| <b>Schedule of Prices</b><br><b>Sumner Sidewalk Improvements (CIP 20-10)</b> |                    |      |                                                                                                                        |                  |            |              |
|------------------------------------------------------------------------------|--------------------|------|------------------------------------------------------------------------------------------------------------------------|------------------|------------|--------------|
| Item No.                                                                     | Estimated Quantity | Unit | Description of Item                                                                                                    | WSDOT Spec Sect. | Unit Price | Amount       |
| 126                                                                          | 1                  | FA   | Resolution of Utility Conflicts<br>\$ <u>Five Thousand and 00/100</u><br>(Words) per Force Account                     | 8-05             | \$5,000.00 | \$5,000.00   |
| 127                                                                          | 906                | SY   | Residential Conc. Driveway Approach,<br>3-Day Mix<br>\$ <u>Sixty Nine &amp; 00/100</u><br>(Words) per Square Yard      | 8-06             | \$18.00    | \$16,308.00  |
| 128                                                                          | 768                | SY   | Commercial Conc. Driveway Approach,<br>3-Day Mix<br>\$ <u>Twenty One &amp; 00/100</u><br>(Words) per Square Yard       | 8-06             | \$7.00     | \$5,376.00   |
| 129                                                                          | 5,531              | SY   | Cement Conc. Sidewalk<br>\$ <u>Four Seven &amp; 00/100</u><br>(Words) per Square Yard                                  | 8-14             | \$57.00    | \$315,267.00 |
| 130                                                                          | 107                | SY   | Cement Conc. Monolithic Curb and<br>Sidewalk<br>\$ <u>One Hundred Fourteen &amp; 00/100</u><br>(Words) per Square Yard | 8-14             | \$124.00   | \$13,268.00  |
| 131                                                                          | 39                 | EA   | Cement Conc. Curb Ramp<br>\$ <u>Two Thousand Two Hundred &amp; 00/100</u><br>(Words) per Each                          | 8-14             | \$2,200.00 | \$85,800.00  |
| 132                                                                          | 1                  | LS   | Permanent Signing<br>\$ <u>Six Thousand Two Hundred &amp; 00/100</u><br>(Words) per Lump Sum                           | 8-21             | Lump Sum   | \$6,200.00   |
| 133                                                                          | 60                 | LF   | Plastic Stop Line<br>\$ <u>Eighteen &amp; 00/100</u><br>(Words) per Linear Foot                                        | 8-22             | \$18.00    | \$1,080.00   |
| 134                                                                          | 864                | SF   | Plastic Crosswalk Line<br>\$ <u>Seven &amp; 50/100</u><br>(Words) per Square Foot                                      | 8-22             | \$7.50     | \$6,480.00   |
| Schedule A Subtotal \$                                                       |                    |      |                                                                                                                        |                  |            | 1,411,716.39 |

| Schedule of Prices<br>Sumner Sidewalk Improvements (CIP 20-10) |                    |          |                                                                                                                        |                  |                     |                        |
|----------------------------------------------------------------|--------------------|----------|------------------------------------------------------------------------------------------------------------------------|------------------|---------------------|------------------------|
| Item No.                                                       | Estimated Quantity | Unit     | Description of Item                                                                                                    | WSDOT Spec Sect. | Unit Price          | Amount                 |
| Schedule B – Rivergrove                                        |                    |          |                                                                                                                        |                  |                     |                        |
| 200                                                            | 1                  | Eq. Adj. | Minor Change<br>\$ <u>Five Thousand and 00/100</u><br>(Words) per Eq. Adj.                                             | 1-04             | \$5,000.00          | \$5,000.00             |
| 201                                                            | 1                  | LS       | ADA Features Surveying<br><del>\$ Six Thousand</del> <u>\$ 00/100</u><br>(Words) per Lump Sum                          | 1-05             | Lump Sum            | <del>\$6,000.00</del>  |
| 202                                                            | 1                  | FA       | Property Restoration<br>\$ <u>Five Thousand and 00/100</u><br>(Words) per Force Account                                | 1-07             | \$5,000.00          | \$5,000.00             |
| 203                                                            | 1                  | LS       | Mobilization<br><del>\$ Twenty Thousand</del> <u>\$ 00/100</u><br>(Words) per Lump Sum                                 | 1-09             | Lump Sum            | <del>\$20,000.00</del> |
| 204                                                            | 1                  | LS       | Project Temporary Traffic Control<br><del>\$ Forty Seven Thousand</del> <u>\$ 00/100</u><br>(Words) per Lump Sum       | 1-10             | Lump Sum            | <del>\$47,000.00</del> |
| 205                                                            | 23                 | EA       | Tree Removal<br>\$ <u>One Thous Seven hu</u> <u>00/100</u><br>(Words) per Each                                         | 2-01             | <del>\$1,700</del>  | <del>\$39,100.00</del> |
| 206                                                            | 1                  | LS       | Removal of Structures and Obstructions<br><del>\$ One Thou Five Hun</del> <u>\$ 00/100</u><br>(Words) per Lump Sum     | 2-02             | Lump Sum            | <del>\$1,500.00</del>  |
| 207                                                            | 52                 | SY       | Removing Asphalt Conc. Pavement<br><del>\$ Sixteen</del> <u>\$ 84/100</u><br>(Words) per Square Yard                   | 2-02             | <del>\$16.84</del>  | <del>\$875.68</del>    |
| 208                                                            | 611                | SY       | Removing Cement Conc. Sidewalk<br>\$ <u>Five</u> <u>\$ 25/100</u><br>(Words) per Square Yard                           | 2-02             | <del>\$5.25</del>   | <del>\$3207.75</del>   |
| 209                                                            | 65                 | LF       | Removing Cement Conc. Curb<br><del>\$ 41 line</del> <u>\$ 85/100</u><br>(Words) per Linear Foot                        | 2-02             | <del>\$9.85</del>   | <del>\$640.25</del>    |
| 210                                                            | 3                  | EA       | Adjust Existing Utility to Grade<br><del>\$ Eight Hundred</del> <u>\$ 00/100</u><br>(Words) per Each                   | 2-02             | <del>\$800.00</del> | <del>\$2400.00</del>   |
| 211                                                            | 10                 | CY       | Unsuitable Foundation Excavation<br>Incl. Haul<br><del>\$ Sixty Seven</del> <u>\$ 00/100</u><br>(Words) per Cubic Yard | 2-03             | <del>\$67.00</del>  | <del>\$670.00</del>    |
| 212                                                            | 674                | LF       | Root Pruning<br>\$ <u>Three</u> <u>\$ 00/100</u><br>(Words) per Linear Foot                                            | 2-13             | <del>\$3.50</del>   | <del>\$2359.00</del>   |

**Schedule of Prices**  
**Sumner Sidewalk Improvements (CIP 20-10)**

| Item No. | Estimated Quantity | Unit | Description of Item                                                                                            | WSDOT Spec Sect. | Unit Price         | Amount              |
|----------|--------------------|------|----------------------------------------------------------------------------------------------------------------|------------------|--------------------|---------------------|
| 213      | 52                 | SY   | HMA CL. 1/2in. PG 58H-22<br>\$ <u>Seventy &amp; 00/100</u><br>(Words) per Square Yard                          | 8-01             | \$ <u>70.00</u>    | \$ <u>3640.00</u>   |
| 214      | 1                  | LS   | Erosion and Water Pollution Prevention<br>\$ <u>One Thousand Five Hundred 00/100</u><br>(Words) per Lump Sum   | 8-01             | Lump Sum           | \$ <u>1500.00</u>   |
| 215      | 5                  | EA   | Inlet Protection<br>\$ <u>Sixty Seven &amp; 00/100</u><br>(Words) per Each                                     | 8-01             | \$ <u>67.00</u>    | \$ <u>335.00</u>    |
| 216      | 67                 | CY   | Bark or Wood Chip Mulch<br>\$ <u>Seventy &amp; 00/100</u><br>(Words) per Cubic Yard                            | 8-02             | \$ <u>70.00</u>    | \$ <u>4690.00</u>   |
| 217      | 100                | SY   | Landscape Restoration<br>\$ <u>Four &amp; 70/100</u><br>(Words) per Square Yard                                | 8-02             | \$ <u>4.70</u>     | \$ <u>470.00</u>    |
| 218      | 60                 | LF   | Root Barrier<br>\$ <u>Twelve &amp; 00/100</u><br>(Words) per Linear Foot                                       | 8-02             | \$ <u>12.00</u>    | \$ <u>720.00</u>    |
| 219      | 65                 | LF   | Cement Conc. Traffic Curb and Gutter<br>\$ <u>Thirty Six &amp; 00/100</u><br>(Words) per Linear Foot           | 8-04             | \$ <u>36.00</u>    | \$ <u>2340.00</u>   |
| 220      | 10                 | SY   | Residential Conc. Driveway Approach, 3-Day Mix<br>\$ <u>Sixty Nine &amp; 00/100</u><br>(Words) per Square Yard | 8-06             | \$ <u>69.00</u>    | \$ <u>690.00</u>    |
| 221      | 15                 | SY   | Commercial Conc. Driveway Approach, 3-Day Mix<br>\$ <u>Seventy One &amp; 00/100</u><br>(Words) per Square Yard | 8-06             | \$ <u>71.00</u>    | \$ <u>1065.00</u>   |
| 222      | 407                | SY   | Cement Conc. Sidewalk<br>\$ <u>Fifty Seven &amp; 00/100</u><br>(Words) per Square Yard                         | 8-14             | \$ <u>57.00</u>    | \$ <u>23,399.00</u> |
| 223      | 1                  | EA   | Cement Conc. Curb Ramp<br>\$ <u>Two Thousand Two Hundred 00/100</u><br>(Words) per Each                        | 8-14             | \$ <u>2,200.00</u> | \$ <u>2,200.00</u>  |
| 224      | 96                 | SF   | Plastic Crosswalk Line<br>\$ <u>Seven &amp; 50/100</u><br>(Words) per Square Foot                              | 8-22             | \$ <u>7.50</u>     | \$ <u>720.00</u>    |

Schedule B Subtotal \$ 175,321.68

| Schedule of Prices                       |                    |      |                                                                                            |                  |                   |                  |
|------------------------------------------|--------------------|------|--------------------------------------------------------------------------------------------|------------------|-------------------|------------------|
| Sumner Sidewalk Improvements (CIP 20-10) |                    |      |                                                                                            |                  |                   |                  |
| Item No.                                 | Estimated Quantity | Unit | Description of Item                                                                        | WSDOT Spec Sect. | Unit Price        | Amount           |
| Schedule C – Fire Hydrant Replacement    |                    |      |                                                                                            |                  |                   |                  |
| 300                                      | 4                  | EA   | Fire Hydrant<br>\$ <u>four thousand</u> <sup>00</sup> / <sub>100</sub><br>(Words) per Each | 7-14             | <u>\$1,000.00</u> | <u>\$16,000</u>  |
| Schedule C Subtotal \$                   |                    |      |                                                                                            |                  |                   | <u>16,000.00</u> |

| Schedule of Prices                       |                    |      |                                                                                    |                  |                   |                        |
|------------------------------------------|--------------------|------|------------------------------------------------------------------------------------|------------------|-------------------|------------------------|
| Sumner Sidewalk Improvements (CIP 20-10) |                    |      |                                                                                    |                  |                   |                        |
| Item No.                                 | Estimated Quantity | Unit | Description of Item                                                                | WSDOT Spec Sect. | Unit Price        | Amount                 |
| Schedule D – Streetlight Infrastructure  |                    |      |                                                                                    |                  |                   |                        |
| 400                                      | 2,510              | LF   | Conduit Pipe 2 In. Diam.<br><del>\$ Eight \$25.00</del><br>(Words) per Linear Foot | 8-20             | <del>\$8.25</del> | <del>\$20,707.50</del> |
| Schedule D Subtotal \$                   |                    |      |                                                                                    |                  |                   | <u>20,707.50</u>       |

Schedule A Subtotal \$ ~~1,141,176.99~~ <sup>1,141,175.99 AC</sup>

Schedule B Subtotal \$ 115,321.68

Schedule C Subtotal \$ 16,000.00

Schedule C Sales Tax at 9.3% (Per W.S. Revenue Rule No. 171) \$ 1,488.00

Schedule D Subtotal \$ 20,707.50

Bid Total \$ ~~1,354,694.17~~

1,354,693.17  
AC

**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

\_\_\_\_\_,  
Olson Brothers Excavating, Inc.

I hereby certify that the Company or Organization named herein will

(check one box below)

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

OR

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

\_\_\_\_\_  
NAME

\_\_\_\_\_  
TITLE

\_\_\_\_\_  
DATE

## EXHIBIT C

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

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

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

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

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

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

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

**(1) Minimum wages.**

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

(ii)

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

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

- (2) The classification is utilized in the area by the construction industry; and
- (3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

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

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

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

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

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

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

(3) Payrolls and basic records.

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

(ii) (A) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the City if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant, sponsor, or owner, as the case may be, for transmission to the City. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying

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

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

(1) That the payroll for the payroll period contains the information required to be provided under § 5.5

(a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under § 5.5

(a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

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

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

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

(a)(3)(ii)(B) of this section.

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

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

#### (4) Apprentices and trainees.

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

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

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

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

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

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

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

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

(10) Certification of eligibility.

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

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

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

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

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

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

comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

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

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

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

Bid Tabulation

|                                      |                                                |                       |                     |                     |                |                                 |                |                         |                |                          |                |                                |                |
|--------------------------------------|------------------------------------------------|-----------------------|---------------------|---------------------|----------------|---------------------------------|----------------|-------------------------|----------------|--------------------------|----------------|--------------------------------|----------------|
|                                      |                                                |                       |                     |                     |                |                                 |                |                         |                |                          |                |                                |                |
|                                      | Project Name:                                  | Sidewalk Improvements |                     |                     |                |                                 |                |                         |                |                          |                |                                |                |
|                                      | CIP No.:                                       | 20-10                 |                     |                     |                |                                 |                |                         |                |                          |                |                                |                |
|                                      | Bid Opening Date:                              | May 27, 2021          |                     |                     |                |                                 |                |                         |                |                          |                |                                |                |
|                                      |                                                |                       |                     |                     |                |                                 |                |                         |                |                          |                |                                |                |
|                                      | Notes:                                         |                       |                     | Engineer's Estimate |                | Bidder #1                       |                | Bidder #2               |                | Bidder #3                |                | Bidder #4                      |                |
|                                      |                                                | \$X,XXX.XX            |                     |                     |                | Olson Brothers Excavating, Inc. |                | Northwest Cascade, Inc. |                | Active Construction Inc. |                | WESTWATER Construction Company |                |
|                                      | Indicates error corrected by PW dept           |                       |                     |                     |                | 6622 112th St. E                |                | P.O. Box 73399          |                | 5110 River RD E          |                | PO Box 59237                   |                |
|                                      | Indicates Bidder modified Proposal             | \$X,XXX.XX            |                     |                     |                | Puyallup, WA 98373              |                | Puyallup, WA 98373      |                | Tacoma, WA 98443         |                | Renton, WA 98058               |                |
|                                      | Indicates Revision Due to Duplication          | *                     |                     |                     |                |                                 |                |                         |                |                          |                |                                |                |
|                                      |                                                |                       |                     | Total               | \$1,614,920.00 | Total                           | \$1,354,693.17 | Total                   | \$1,638,555.65 | Total                    | \$1,841,841.00 | Total                          | \$2,503,891.00 |
| Bid Item                             | Bid Item Description                           | Unit                  | Quant               | Unit Price          | Amount         | Unit Price                      | Amount         | Unit Price              | Amount         | Unit Price               | Amount         | Unit Price                     | Amount         |
| Schedule A- Sound Transit Focus Area |                                                |                       |                     |                     |                |                                 |                |                         |                |                          |                |                                |                |
| 100                                  | Minor Change                                   | EQ. ADJ.              | 1                   | \$20,000.00         | \$20,000.00    | \$20,000.00                     | \$20,000.00    | \$20,000.00             | \$20,000.00    | \$20,000.00              | \$20,000.00    | \$20,000.00                    | \$20,000.00    |
| 101                                  | ADA Features Surveying                         | LS                    | 1                   | \$15,000.00         | \$15,000.00    | \$14,000.00                     | \$14,000.00    | \$11,500.00             | \$11,500.00    | \$15,000.00              | \$15,000.00    | \$15,000.00                    | \$15,000.00    |
| 102                                  | Property Restoration                           | FA                    | 1                   | \$25,000.00         | \$25,000.00    | \$25,000.00                     | \$25,000.00    | \$25,000.00             | \$25,000.00    | \$25,000.00              | \$25,000.00    | \$25,000.00                    | \$25,000.00    |
| 103                                  | Mobilization                                   | LS                    | 1                   | \$60,000.00         | \$60,000.00    | \$80,000.00                     | \$80,000.00    | \$132,000.00            | \$132,000.00   | \$168,875.50             | \$168,875.50   | \$190,000.00                   | \$190,000.00   |
| 104                                  | Project Temporary Traffic Control              | LS                    | 1                   | \$30,000.00         | \$30,000.00    | \$206,976.00                    | \$206,976.00   | \$148,000.00            | \$148,000.00   | \$125,000.00             | \$125,000.00   | \$150,000.00                   | \$150,000.00   |
| 105                                  | Tree Removal                                   | EA                    | 3                   | \$1,500.00          | \$4,500.00     | \$800.00                        | \$2,400.00     | \$1,500.00              | \$4,500.00     | \$675.00                 | \$2,025.00     | \$4,000.00                     | \$12,000.00    |
| 106                                  | Removal of Structures and Obstructions         | LS                    | 1                   | \$5,000.00          | \$5,000.00     | \$5,000.00                      | \$5,000.00     | \$56,000.00             | \$56,000.00    | \$40,000.00              | \$40,000.00    | \$50,000.00                    | \$50,000.00    |
| 107                                  | Removing Asphalt Conc. Pavement                | SY                    | 866                 | \$25.00             | \$21,650.00    | \$16.84                         | \$14,583.44    | \$41.00                 | \$35,506.00    | \$26.00                  | \$22,516.00    | \$20.00                        | \$17,320.00    |
| 108                                  | Removing Cement Conc. Sidewalk                 | SY                    | 7,574               | \$17.00             | \$128,758.00   | \$5.25                          | \$39,763.50    | \$15.00                 | \$113,610.00   | \$26.50                  | \$200,711.00   | \$50.00                        | \$378,700.00   |
| 109                                  | Removing Cement Conc. Curn                     | LF                    | 2,210               | \$20.00             | \$44,200.00    | \$9.84                          | \$21,746.40    | \$7.00                  | \$15,470.00    | \$25.00                  | \$55,250.00    | \$25.00                        | \$55,250.00    |
| 110                                  | Adjust Utility to Grade                        | EA                    | 6                   | \$750.00            | \$4,500.00     | \$800.00                        | \$4,800.00     | \$235.00                | \$1,410.00     | \$675.00                 | \$4,050.00     | \$1,000.00                     | \$6,000.00     |
| 111                                  | Unsuitable Foundation Excavation Incl. Haul    | CY                    | 20                  | \$90.00             | \$1,800.00     | \$67.00                         | \$1,340.00     | \$110.00                | \$2,200.00     | \$198.00                 | \$3,960.00     | \$50.00                        | \$1,000.00     |
| 112                                  | Root Pruning                                   | LF                    | 3,000               | \$5.00              | \$15,000.00    | \$3.50                          | \$10,500.00    | \$7.25                  | \$21,750.00    | \$6.50                   | \$19,500.00    | \$50.00                        | \$150,000.00   |
| 113                                  | HMA CL. 1/2 In. PG 58H-22                      | SY                    | 250                 | \$200.00            | \$50,000.00    | \$70.00                         | \$17,500.00    | \$81.00                 | \$20,250.00    | \$109.00                 | \$27,250.00    | \$120.00                       | \$30,000.00    |
| 114                                  | Flexible Sidewalk System                       | SY                    | 39                  | \$200.00            | \$7,800.00     | \$97.00                         | \$3,783.00     | \$235.00                | \$9,165.00     | \$115.00                 | \$4,485.00     | \$115.00                       | \$4,485.00     |
| 115                                  | Solid Wall PVC Storm Sewer Pipe 6 In. Diam.    | LF                    | 245                 | \$75.00             | \$18,375.00    | \$56.57                         | \$13,859.65    | \$107.00                | \$26,215.00    | \$105.00                 | \$25,725.00    | \$55.00                        | \$13,475.00    |
| 116                                  | Ductile Iron Storm Sewer Pipe 6 In. Diam.      | LF                    | 175                 | \$110.00            | \$19,250.00    | \$118.56                        | \$20,748.00    | \$150.00                | \$26,250.00    | \$151.00                 | \$26,425.00    | \$125.00                       | \$21,875.00    |
| 117                                  | Catch Basin Type 1                             | EA                    | 6                   | \$1,500.00          | \$9,000.00     | \$1,470.00                      | \$8,820.00     | \$1,550.00              | \$9,300.00     | \$1,700.00               | \$10,200.00    | \$1,000.00                     | \$6,000.00     |
| 118                                  | Erosion and Water Pollution Prevention         | LS                    | 1                   | \$6,000.00          | \$6,000.00     | \$5,000.00                      | \$5,000.00     | \$23,800.00             | \$23,800.00    | \$3,000.00               | \$3,000.00     | \$5,000.00                     | \$5,000.00     |
| 119                                  | Inlet Protection                               | EA                    | 15                  | \$100.00            | \$1,500.00     | \$67.00                         | \$1,005.00     | \$85.00                 | \$1,275.00     | \$112.00                 | \$1,680.00     | \$100.00                       | \$1,500.00     |
| 120                                  | Topsoil Type A                                 | CY                    | 39                  | \$80.00             | \$3,120.00     | \$57.00                         | \$2,223.00     | \$89.00                 | \$3,471.00     | \$77.00                  | \$3,003.00     | \$250.00                       | \$9,750.00     |
| 121                                  | Seeded Lawn Installation                       | SY                    | 235                 | \$10.00             | \$2,350.00     | \$7.00                          | \$1,645.00     | \$4.25                  | \$998.75       | \$17.00                  | \$3,995.00     | \$2.00                         | \$470.00       |
| 122                                  | Landscape Restoration                          | SY                    | 1,000               | \$20.00             | \$20,000.00    | \$3.50                          | \$3,500.00     | \$24.50                 | \$24,500.00    | \$14.00                  | \$14,000.00    | \$50.00                        | \$50,000.00    |
| 123                                  | Root Barrier                                   | LF                    | 1,400               | \$9.00              | \$12,600.00    | \$12.00                         | \$16,800.00    | \$6.25                  | \$8,750.00     | \$14.00                  | \$19,600.00    | \$50.00                        | \$70,000.00    |
| 124                                  | Tree Grate                                     | EA                    | 4                   | \$3,000.00          | \$12,000.00    | \$1,700.00                      | \$6,800.00     | \$2,200.00              | \$8,800.00     | \$1,550.00               | \$6,200.00     | \$2,500.00                     | \$10,000.00    |
| 125                                  | Cement Conc. Traffic Curb and Gutter           | LF                    | 1,231               | \$40.00             | \$49,240.00    | \$36.00                         | \$44,316.00    | \$38.00                 | \$46,778.00    | \$39.00                  | \$48,009.00    | \$60.00                        | \$73,860.00    |
| 126                                  | Resolution of Utility Conflicts                | FA                    | 1                   | \$5,000.00          | \$5,000.00     | \$5,000.00                      | \$5,000.00     | \$5,000.00              | \$5,000.00     | \$5,000.00               | \$5,000.00     | \$5,000.00                     | \$5,000.00     |
| 127                                  | Residential Conc. Driveway Approach, 3-Day Mix | SY                    | 906                 | \$120.00            | \$108,720.00   | \$69.00                         | \$62,514.00    | \$79.00                 | \$71,574.00    | \$102.00                 | \$92,412.00    | \$100.00                       | \$90,600.00    |
| 128                                  | Commercial Conc. Driveway Approach, 3-Day Mix  | SY                    | 768                 | \$150.00            | \$115,200.00   | \$71.00                         | \$54,528.00    | \$79.00                 | \$60,672.00    | \$103.00                 | \$79,104.00    | \$115.00                       | \$88,320.00    |
| 129                                  | Cement Conc. Sidewalk                          | SY                    | 5,531               | \$70.00             | \$387,170.00   | \$57.00                         | \$315,267.00   | \$50.00                 | \$276,550.00   | \$51.00                  | \$282,081.00   | \$65.00                        | \$359,515.00   |
| 130                                  | Cement Conc. Monolithic Curb and Sidewalk      | SY                    | 107                 | \$110.00            | \$11,770.00    | \$114.00                        | \$12,198.00    | \$128.00                | \$13,696.00    | \$131.00                 | \$14,017.00    | \$110.00                       | \$11,770.00    |
| 131                                  | Cement Conc. Curb Ramp                         | EA                    | 39                  | \$3,800.00          | \$148,200.00   | \$2,200.00                      | \$85,800.00    | \$3,785.00              | \$147,615.00   | \$4,100.00               | \$159,900.00   | \$2,500.00                     | \$97,500.00    |
| 132                                  | Permanent Signing                              | LS                    | 1                   | \$5,000.00          | \$5,000.00     | \$6,200.00                      | \$6,200.00     | \$2,215.00              | \$2,215.00     | \$2,100.00               | \$2,100.00     | \$2,000.00                     | \$2,000.00     |
| 133                                  | Plastic Stop Line                              | LF                    | 60                  | \$25.00             | \$1,500.00     | \$18.00                         | \$1,080.00     | \$11.50                 | \$690.00       | \$11.50                  | \$690.00       | \$10.00                        | \$600.00       |
| 134                                  | Plastic Crosswalk Line                         | SF                    | 864                 | \$25.00             | \$21,600.00    | \$7.50                          | \$6,480.00     | \$9.00                  | \$7,776.00     | \$9.00                   | \$7,776.00     | \$10.00                        | \$8,640.00     |
|                                      |                                                |                       | Schedule A Subtotal | \$1,390,803.00      | A Subtotal     | \$1,141,175.99                  | A Subtotal     | \$1,382,286.75          | A Subtotal     | \$1,538,539.50           | A Subtotal     | \$2,030,630.00                 |                |

Bid Tabulation

|          |                                                              |                       |                     |                     |                |                                 |                |                         |                |                          |                |                                |                |
|----------|--------------------------------------------------------------|-----------------------|---------------------|---------------------|----------------|---------------------------------|----------------|-------------------------|----------------|--------------------------|----------------|--------------------------------|----------------|
|          |                                                              |                       |                     |                     |                |                                 |                |                         |                |                          |                |                                |                |
|          | Project Name:                                                | Sidewalk Improvements |                     |                     |                |                                 |                |                         |                |                          |                |                                |                |
|          | CIP No.:                                                     | 20-10                 |                     |                     |                |                                 |                |                         |                |                          |                |                                |                |
|          | Bid Opening Date:                                            | May 27, 2021          |                     |                     |                |                                 |                |                         |                |                          |                |                                |                |
|          |                                                              |                       |                     |                     |                |                                 |                |                         |                |                          |                |                                |                |
|          | Notes:                                                       |                       |                     | Engineer's Estimate |                | Bidder #1                       |                | Bidder #2               |                | Bidder #3                |                | Bidder #4                      |                |
|          | Indicates error corrected by PW dept                         | \$X,XXX.XX            |                     |                     |                | Olson Brothers Excavating, Inc. |                | Northwest Cascade, Inc. |                | Active Construction Inc. |                | WESTWATER Construction Company |                |
|          | Indicates Bidder modified Proposal                           | \$X,XXX.XX            |                     |                     |                | 6622 112th St. E                |                | P.O. Box 73399          |                | 5110 River RD E          |                | PO Box 59237                   |                |
|          | Indicates Revision Due to Duplication                        | *                     |                     |                     |                | Puyallup, WA 98373              |                | Puyallup, WA 98373      |                | Tacoma, WA 98443         |                | Renton, WA 98058               |                |
|          |                                                              |                       |                     | Total               | \$1,614,920.00 | Total                           | \$1,354,693.17 | Total                   | \$1,638,555.65 | Total                    | \$1,841,841.00 | Total                          | \$2,503,891.00 |
| Bid Item | Bid Item Description                                         | Unit                  | Quant               | Unit Price          | Amount         | Unit Price                      | Amount         | Unit Price              | Amount         | Unit Price               | Amount         | Unit Price                     | Amount         |
|          | Schedule B - Rivergrove                                      |                       |                     |                     |                |                                 |                |                         |                |                          |                |                                |                |
| 200      | Minor Change                                                 | EQ. ADJ.              | 1                   | \$5,000.00          | \$5,000.00     | \$5,000.00                      | \$5,000.00     | \$5,000.00              | \$5,000.00     | \$5,000.00               | \$5,000.00     | \$5,000.00                     | \$5,000.00     |
| 201      | ADA Features Surveying                                       | LS                    | 1                   | \$2,500.00          | \$2,500.00     | \$6,000.00                      | \$6,000.00     | \$3,900.00              | \$3,900.00     | \$1,700.00               | \$1,700.00     | \$500.00                       | \$500.00       |
| 202      | Property Restoration                                         | FA                    | 1                   | \$5,000.00          | \$5,000.00     | \$5,000.00                      | \$5,000.00     | \$5,000.00              | \$5,000.00     | \$5,000.00               | \$5,000.00     | \$5,000.00                     | \$5,000.00     |
| 203      | Mobilization                                                 | LS                    | 1                   | \$5,000.00          | \$5,000.00     | \$20,000.00                     | \$20,000.00    | \$14,250.00             | \$14,250.00    | \$1,000.00               | \$1,000.00     | \$25,000.00                    | \$25,000.00    |
| 204      | Project Temporary Traffic Control                            | LS                    | 1                   | \$5,000.00          | \$5,000.00     | \$47,000.00                     | \$47,000.00    | \$17,000.00             | \$17,000.00    | \$50,000.00              | \$50,000.00    | \$40,000.00                    | \$40,000.00    |
| 205      | Tree Removal                                                 | EA                    | 23                  | \$2,500.00          | \$57,500.00    | \$1,700.00                      | \$39,100.00    | \$1,400.00              | \$32,200.00    | \$675.00                 | \$15,525.00    | \$4,000.00                     | \$92,000.00    |
| 206      | Removal of Structures and Obstructions                       | LS                    | 1                   | \$3,500.00          | \$3,500.00     | \$1,500.00                      | \$1,500.00     | \$5,450.00              | \$5,450.00     | \$20,000.00              | \$20,000.00    | \$10,000.00                    | \$10,000.00    |
| 207      | Removing Asphalt Conc. Pavement                              | SY                    | 52                  | \$25.00             | \$1,300.00     | \$16.84                         | \$875.68       | \$36.00                 | \$1,872.00     | \$34.00                  | \$1,768.00     | \$20.00                        | \$1,040.00     |
| 208      | Removing Cement Conc. Sidewalk                               | SY                    | 611                 | \$17.00             | \$10,387.00    | \$5.25                          | \$3,207.75     | \$14.00                 | \$8,554.00     | \$40.00                  | \$24,440.00    | \$50.00                        | \$30,550.00    |
| 209      | Removing Cement Conc. Curb                                   | SY                    | 65                  | \$20.00             | \$1,300.00     | \$9.85                          | \$640.25       | \$7.00                  | \$455.00       | \$20.00                  | \$1,300.00     | \$25.00                        | \$1,625.00     |
| 210      | Adjust Existing Utility to Grade                             | EA                    | 3                   | \$750.00            | \$2,250.00     | \$800.00                        | \$2,400.00     | \$235.00                | \$705.00       | \$675.00                 | \$2,025.00     | \$1,000.00                     | \$3,000.00     |
| 211      | Unsuitable Foundation Excavation Incl. Haul                  | CY                    | 10                  | \$90.00             | \$900.00       | \$67.00                         | \$670.00       | \$108.00                | \$1,080.00     | \$198.00                 | \$1,980.00     | \$50.00                        | \$500.00       |
| 212      | Root Pruning                                                 | LF                    | 674                 | \$5.00              | \$3,370.00     | \$3.50                          | \$2,359.00     | \$7.00                  | \$4,718.00     | \$8.50                   | \$5,729.00     | \$50.00                        | \$33,700.00    |
| 213      | HMA CL. 1/2 In. PG 58H-22                                    | SY                    | 52                  | \$210.00            | \$10,920.00    | \$70.00                         | \$3,640.00     | \$81.00                 | \$4,212.00     | \$119.00                 | \$6,188.00     | \$115.00                       | \$5,980.00     |
| 214      | Erosion and Water Pollution Prevention                       | LS                    | 1                   | \$1,000.00          | \$1,000.00     | \$1,500.00                      | \$1,500.00     | \$3,030.00              | \$3,030.00     | \$2,000.00               | \$2,000.00     | \$1,000.00                     | \$1,000.00     |
| 215      | Inlet Protection                                             | EA                    | 5                   | \$100.00            | \$500.00       | \$67.00                         | \$335.00       | \$85.00                 | \$425.00       | \$92.00                  | \$460.00       | \$100.00                       | \$500.00       |
| 216      | Bark or Wood Chip Mulch                                      | CY                    | 67                  | \$100.00            | \$6,700.00     | \$70.00                         | \$4,690.00     | \$93.50                 | \$6,264.50     | \$77.00                  | \$5,159.00     | \$150.00                       | \$10,050.00    |
| 217      | Landscape Restoration                                        | SY                    | 100                 | \$20.00             | \$2,000.00     | \$4.70                          | \$470.00       | \$17.00                 | \$1,700.00     | \$17.50                  | \$1,750.00     | \$50.00                        | \$5,000.00     |
| 218      | Root Barrier                                                 | LF                    | 60                  | \$9.00              | \$540.00       | \$12.00                         | \$720.00       | \$6.25                  | \$375.00       | \$17.50                  | \$1,050.00     | \$50.00                        | \$3,000.00     |
| 219      | Cement Conc. Traffic Curb and Gutter                         | LF                    | 65                  | \$40.00             | \$2,600.00     | \$36.00                         | \$2,340.00     | \$39.50                 | \$2,567.50     | \$50.50                  | \$3,282.50     | \$60.00                        | \$3,900.00     |
| 220      | Residential Conc. Driveway Approach, 3-Day Mix               | SY                    | 10                  | \$120.00            | \$1,200.00     | \$69.00                         | \$690.00       | \$107.00                | \$1,070.00     | \$119.00                 | \$1,190.00     | \$175.00                       | \$1,750.00     |
| 221      | Commercial Conc. Driveway Approach, 3-Day Mix                | SY                    | 15                  | \$150.00            | \$2,250.00     | \$71.00                         | \$1,065.00     | \$94.00                 | \$1,410.00     | \$133.00                 | \$1,995.00     | \$185.00                       | \$2,775.00     |
| 222      | Cement Conc. Sidewalk                                        | SY                    | 407                 | \$70.00             | \$28,490.00    | \$57.00                         | \$23,199.00    | \$60.50                 | \$24,623.50    | \$62.00                  | \$25,234.00    | \$65.00                        | \$26,455.00    |
| 223      | Cement Conc. Curb Ramp                                       | EA                    | 1                   | \$3,000.00          | \$3,000.00     | \$2,200.00                      | \$2,200.00     | \$2,400.00              | \$2,400.00     | \$2,800.00               | \$2,800.00     | \$3,500.00                     | \$3,500.00     |
| 224      | Plastic Crosswalk Line                                       | SF                    | 96                  | \$25.00             | \$2,400.00     | \$7.50                          | \$720.00       | \$9.00                  | \$864.00       | \$9.00                   | \$864.00       | \$10.00                        | \$960.00       |
|          |                                                              |                       | Schedule B Subtotal |                     | \$164,607.00   | B Subtotal                      | \$175,321.68   | B Subtotal              | \$149,125.50   | B Subtotal               | \$187,439.50   | B Subtotal                     | \$312,785.00   |
|          | Schedule C - Fire Hydrant Replacement                        |                       |                     |                     |                |                                 |                |                         |                |                          |                |                                |                |
| 300      | Fire Hydrant                                                 | EA                    | 4                   | \$5,000.00          | \$20,000.00    | \$4,000.00                      | \$16,000.00    | \$4,700.00              | \$18,800.00    | \$11,000.00              | \$44,000.00    | \$8,000.00                     | \$32,000.00    |
|          |                                                              |                       | Schedule C Subtotal |                     | \$20,000.00    | C Subtotal                      | \$16,000.00    | C Subtotal              | \$18,800.00    | C Subtotal               | \$44,000.00    | C Subtotal                     | \$32,000.00    |
|          |                                                              |                       | Schedule C Tax      |                     | \$1,860.00     | C Tax                           | \$1,488.00     | C Tax                   | \$1,748.40     | C Tax                    | \$4,092.00     | C Tax                          | \$2,976.00     |
|          |                                                              |                       | Schedule C Total    |                     | \$21,860.00    | C Total                         | \$17,488.00    | C Total                 | \$20,548.40    | C Total                  | \$48,092.00    | C Total                        | \$34,976.00    |
|          | Schedule D - Street Light Infrastructure                     |                       |                     |                     |                |                                 |                |                         |                |                          |                |                                |                |
| 400      | Conduit Pipe 2 In. Diam.                                     | LF                    | 2,510               | \$15.00             | \$37,650.00    | \$8.25                          | \$20,707.50    | \$34.50                 | \$86,595.00    | \$27.00                  | \$67,770.00    | \$50.00                        | \$125,500.00   |
|          |                                                              |                       | Schedule D Subtotal |                     | \$37,650.00    | D Subtotal                      | \$20,707.50    | D Subtotal              | \$86,595.00    | D Subtotal               | \$67,770.00    | D Subtotal                     | \$125,500.00   |
|          | Total Estimated Construction Cost Bid (Schedule A+B+C+D+E) = |                       |                     |                     | \$1,614,920.00 |                                 | \$1,354,693.17 |                         | \$1,638,555.65 |                          | \$1,841,841.00 |                                | \$2,503,891.00 |
|          |                                                              |                       |                     |                     |                |                                 |                |                         |                |                          |                |                                |                |
|          | Prepared by:                                                 | Andrew Leach          |                     |                     |                |                                 |                |                         |                |                          |                |                                |                |
|          | Date:                                                        | 5/27/2021             |                     |                     |                |                                 |                |                         |                |                          |                |                                |                |

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**SUBJECT:** ESN Salmon Creek Cutover - Design/Construction Management Consultant Agreement

**CATEGORY:** Consent

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**BUDGET IMPACT:**

Expenditure Required: \$180,027.64

Within Budget Allocation: Yes

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**ATTACHMENTS:**

1. Contract with Scope and Fee

**STAFF CONTACT:** Michael Kosa, City Engineer, Mike Dahlem, Public Works Director

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**SUMMARY BACKGROUND:**

The City of Sumner has budgeted funds to realign Salmon Creek to a new channel alignment between 64<sup>th</sup> Street E and 60<sup>th</sup> Street E. Salmon Creek currently flows through a roadside ditch along the west side of Sumner-Tapps Highway. In 2019, a new Salmon Creek alignment was constructed in conjunction with a regional stormwater pond project, but Salmon Creek remained in its existing alignment as vegetation was established in the new channel. The project redirects stream flow to the previously constructed channel.

KPG was selected to provide consulting services for this project through a qualification-based selection process. A hourly rate agreement with a maximum amount payable of \$180,027.64 was negotiated for the final design and construction management phase of the project.

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|-----------------------------------------------------------------------|
| <p><b>COUNCIL COMMITTEE/STUDY SESSION:</b> Public Works Committee</p> |
|-----------------------------------------------------------------------|

|                                                    |
|----------------------------------------------------|
| <p><b>MEETING/STUDY SESSION DATE:</b> 6/1/2021</p> |
|----------------------------------------------------|

|                                                 |
|-------------------------------------------------|
| <p><b>COMMITTEE RECOMMENDATION:</b> do-pass</p> |
|-------------------------------------------------|

**STAFF RECOMMENDATIONS/MOTION:**

A motion authorizing the Mayor and City Administrator to execute all necessary contract documents with KPG in an amount not-to-exceed \$180,027.64 for the East Sumner Neighborhood Salmon Creek Channel Realignment (CIP 21-08), substantially in a form approved by the City Attorney.

# **PROFESSIONAL/CONSULTANT SERVICES CONTRACT**

## **between the CITY OF SUMNER and**

### **KPG, PS**

THIS CONTRACT is made between the CITY OF SUMNER, a Washington municipal corporation (hereinafter the "City"), and KPG, PS, organized under the laws of the State of Washington, located and doing business at 2502 Jefferson Ave, Tacoma, WA 98402, 253-777-5905, Nate Mozer (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 – East Sumner Neighborhood Salmon Creek Channel Realignment (CIP 21-08). Should any provision of Consultant's scope of work/engagement letter conflict with any provision of this agreement, this agreement shall govern.

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

**II. TIME OF COMPLETION.** The Parties agree that work will begin on the tasks described in Section I above immediately upon the effective date of this Contract. Upon the effective date of this Contract, Consultant shall complete the work described in Section I by December 31, 2025.

#### **III. COMPENSATION.**

- A. The City shall pay the Consultant a fee not to exceed \$180,027.64 for the services described in this Contract. This is the maximum amount to be paid under this Contract for the work described in Section I above, and shall not be exceeded without the prior written authorization of the City in the form of a negotiated and executed amendment to this Contract.
- B. The Consultant shall submit monthly invoices, unless otherwise agreed in writing by the City. The City shall, upon receipt of Consultant's monthly invoice, process payment in accordance with the City's standard payment schedules, but in no event less than forty-five (45) days after receipt of monthly invoice, unless it has provided a written dispute of the invoice (in whole or part) to the Consultant in a timely manner.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**XIV. MISCELLANEOUS PROVISIONS.**

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

B. Resolution of Disputes and Governing Law.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

|                                                                                                                                                                  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <p><b>CONSULTANT:</b></p><br><p>By: _____<br/> <i>(signature)</i></p> <p>Print Name: _____</p> <p>Title: _____<br/> <i>(Title)</i></p> <p>DATE: _____</p>        | <p><b>CITY OF SUMNER:</b></p><br><p>By: _____<br/> <i>(signature)</i></p> <p>Print Name: <u>William Pugh</u></p> <p>Its <u>Mayor</u><br/> <i>(Title)</i></p> <p>DATE: _____</p><br><p>By: _____<br/> <i>(signature)</i></p> <p>Print Name: <u>Jason Wilson</u></p> <p>Its <u>City Administrator</u><br/> <i>(Title)</i></p> <p>DATE: _____</p><br><p>Approved as to Form:</p><br><p>Attest: _____ Approved as to form: _____</p><br><p>_____<br/> City Clerk City Attorney</p> <p>DATE: _____ DATE: _____</p> |
| <p><b>NOTICES TO BE SENT TO:</b></p><br><p><b>CONSULTANT:</b></p> <p>Nate Mozer<br/> KPG, PS<br/> 2502 Jefferson Ave<br/> Tacoma, WA 98402<br/> 253-777-5905</p> | <p><b>NOTICES TO BE SENT TO:</b></p><br><p><b>CITY OF SUMNER:</b></p> <p>Michael Kosa, City Engineer<br/> City of Sumner<br/> 1104 Maple Street<br/> Sumner, WA 98390<br/> 253-299-5709</p>                                                                                                                                                                                                                                                                                                                   |

## **EXHIBIT A-1**

### **City of Sumner East Sumner Neighborhood Salmon Creek Cutover**

#### **KPG Scope of Work May 2021**

## **INTRODUCTION**

### **A. PROJECT UNDERSTANDING**

The following Scope of Work outlines the effort required to complete Plans, Specifications, and Estimates for shifting Salmon Creek flow from the existing channel to the newly-constructed channel at the 64<sup>th</sup> Street E / Sumner-Tapps Hwy intersection. This work will also provide construction management services for the construction contract to complete the Salmon Creek Cutover. These services will include project management, inspection, materials testing, and contract administration during the construction of the project, as detailed below.

Improvements will generally consist of the following:

#### **North of 60<sup>th</sup> Street E:**

- Remove and salvage sheet piles.
- Install backflow preventor in the 36-inch CMP culvert under the private drive to prevent fish passage.
- Conduct grading within the Salmon Creek channel to remove debris in front of and behind the sheet piles.
- Rehabilitate the existing 36-inch CMP culvert under the private drive using slip-lining or Cured in Place Pipe.

#### **South of 60<sup>th</sup> Street E:**

- Rehabilitate the existing 36-inch CMP culvert under 60<sup>th</sup> Street E and under Sumner-Tapps Hwy using slip-lining or Cured in Place Pipe.

#### **North of 64<sup>th</sup> Street E:**

- Reinstall the salvaged sheet piles on the west bank of the new Salmon Creek channel to protect the stormwater facility from erosion and scour.
- Conduct filling and grading to transfer flow from the existing channel to the new channel.

### **B. ASSUMPTIONS**

The following assumptions were made to establish a scope and budget for this project:

- The existing channel on the west side of Sumner-Tapps Hwy between 60<sup>th</sup> Street E and 64<sup>th</sup> Street E will remain in-place and will be utilized as a roadside ditch.
- Neither right of way nor easement acquisition will be required.

## EXHIBIT A-1

- Neither Traffic Control Plans nor Phasing Plans will be developed under this Scope of Work. The Contractor will be responsible for developing Traffic Control Plans.
- Irrigation design will not be provided under this Contract. Irrigation design will be provided by the Contractor.
- Design sheets developed by KPG for the mitigation area will consist of grading plans. The finished grade elevations will be provided by Widener & Associates. The planting plans for the mitigation plan will be developed by Widener & Associates.
- There are no additional wetlands that will need to be delineated and/or surveyed.
- Neither a Stormwater Site Plan nor a Stormwater Technical Information Report will be required.
- The Contractor will be responsible for developing the SWPPP.
- Plans will be developed using AutoCAD 2018 Civil 3D using KPG drafting standards.
- The City will be responsible for all permits and fees.
- The City will be responsible for all public involvement and coordination.
- A Construction Stormwater General Permit will not be required.
- This project is not federally funded nor does the City plan on acquiring federal funds for this project.

### C. SCOPE OF WORK – DESIGN SERVICES

#### Task 1 – Management/Coordination/Administration (Design)

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 KPG will provide continuous project coordination and internal management for the project duration (estimate 4 months).
- 1.2 KPG will provide internal quality assurance/quality control (QA/QC) reviews of all work products prior to submittal for City/Ecology review.

#### Products:

- Monthly progress reports (4 months design).
- Miscellaneous project coordination documentation.
- QA/QC documentation (internal).

#### Task 2 – Field Survey and Base Map

This task covers the effort to conduct field survey at the subject locations sufficient to complete design for proposed improvements. This effort will include both conducting new survey and incorporating existing survey collected through other adjacent projects.

- 2.1 Survey Control – Existing monuments will be located, and horizontal and vertical control will be set.
- 2.2 Field Survey and Base Map: The limits of actual new survey will be determined after reviewing the existing survey data, but survey limits will be as loosely defined above in the Project Understanding.

## EXHIBIT A-1

### Products:

- Electronic base map showing surface features.

### Assumptions:

- Survey datum will be: Horizontal-South Zone, NAD 83/2011, Vertical-NAVD 88.
- Base map will be prepared with AutoCAD 2018 Civil 3D using KPG drafting standards.
- Staking of property corners and/or right of way will not be required.
- Neither right of way nor easement acquisition will be required.
- An independent utility locating firm will be utilized (if needed) to mark utilities in the field prior to surveying.
- Up to three (3) utility potholes will be required.
- Right of way determination will not be required. The right of way determined as part of adjacent projects will be sufficient.

### Task 3 – Utility Coordination

To avoid project delays and utility conflicts, KPG will take an active role in coordinating with private utilities affected by the proposed improvements. Effort included under this task is as follows:

- 3.1 Prepare letters requesting utility record information and send to each purveyor. Cross-check franchise utility-provided maps with field survey information and resolve conflicts between utility maps and field conditions.
- 3.2 Submit 30% Plans to private utilities and coordinate with them to determine if there are conflicts. Utilities thought to be in conflict will be potholed.
- 3.3 Develop Pothole and Potential Conflict Plan.

### Products:

- Up to six (6) letters to 3rd party utility purveyors requesting record drawing information.
- Pothole and Potential Utility Conflict Plan.
- Miscellaneous correspondence with utility purveyors.
- Utility coordination log.

### Assumptions:

- Six (6) utility purveyor letters will be developed.
- Submit 30% Plans to private utilities and coordinate with them to determine if there are conflicts. Utilities thought to be in conflict will be potholed.
- Potholing of both public and private utilities will be conducted by a private firm which will bill the pertinent purveyor directly. Potholes for City-owned utilities will be included in the KPG contract.
- Utility relocations/adjustment will not be required.

### Task 4 – 30% Design

This task covers the effort required to prepare preliminary 30% Plans and an Engineer's Estimate. The following is a list of anticipated work items to be included within this task:

## EXHIBIT A-1

4.1 Preliminary Design: KPG will prepare design based on field survey. The preliminary design will show:

- Horizontal location of the various improvement and restoration elements including creek channel and sheet piles
- Creek channel Plan/Profile.
- Coordinate with Widener to confirm creek alignment, cross sections, stabilization methods, and vegetation.
- Vertical information will not be shown unless critical.
- Impacts to existing utilities.

It is anticipated that the 30% Design Plan set will consist of the following:

| Title                                                     | Number    |
|-----------------------------------------------------------|-----------|
| Cover Sheet                                               | 1         |
| Typical Sections & Detail Sheets                          | 1         |
| Site Preparation/TESC South (Plan/Plan)                   | 1         |
| Site Preparation/TESC North (Plan/Plan)                   | 1         |
| Salmon Creek Alignment & Restoration South (Plan/Profile) | 1         |
| Salmon Creek Alignment & Restoration North (Plan/Profile) | 1         |
| Soil Stabilization Plan South (Plan/Plan)                 | 1         |
| Soil Stabilization Plan North (Plan/Plan)                 | 1         |
| Enhancement Planting Plan South (Plan/Plan)               | 1         |
| Enhancement Planting Plan North (Plan/Plan)               | 1         |
| Enhancement Planting Schedule                             | 1         |
| <b>TOTAL</b>                                              | <b>11</b> |

4.2 Develop Preliminary Construction Cost Estimate.

4.3 Three (3) meetings with City staff and Widener to discuss preliminary design features.

4.4 Preliminary Design Review Meeting: The purpose of this meeting is to confirm design elements shown in the 30% design plans prior to proceeding with design development. Plans will be submitted for review 2 weeks prior to the meeting.

4.5 Coordinate with the 166<sup>th</sup> improvements to verify that Salmon Creek improvements don't conflict with future improvements on 166<sup>th</sup>.

Some of the above tasks require input from Ross Widener of Widener & Associates. All Widener & Associates effort is outlined under the Environmental Task.

## EXHIBIT A-1

### **Products:**

- 30% Design Plan sheets & Estimate (PDF only)

### **Assumptions:**

- Once the design decisions have been made at the design review meetings, changes to these decisions will be considered out of scope work.
- City staff present at project progress and design meetings will have the authority to make decisions and provide direction regarding critical project elements.
- Existing underground and overhead utilities on the west side of Sumner Tapps Hwy will not be impacted
- Access on the north side of 60<sup>th</sup> Street E is sufficient to allow rehabilitation of existing 36-inch diameter culvert.

### **Task 5 – Final Design and Bid Documents**

This task covers the effort required to prepare final design PS&E. The following is a list of anticipated work items to be included within this task:

#### 5.1 Final Design: KPG will prepare final (90%) design PS&E.

- Plans will be prepared in such detail as to permit field layout and construction within a degree of accuracy acceptable to the City and in accordance with industry, WSDOT, and City Standards.
- Typical sections and details will be provided, except for items available as standard details from the City, State, or others.
- Project Manual with Special Provisions per 2021 Standard Specifications.
- Construction Cost Estimate.

The following sheets are anticipated for the 90% Submittal and Bid Document packages:

| <b>Title</b>                                              | <b>Number</b> |
|-----------------------------------------------------------|---------------|
| Cover Sheet                                               | 1             |
| Legend and Abbreviations                                  | 1             |
| Alignment & Survey Control                                | 1             |
| Typical Sections & Detail Sheets                          | 3             |
| Site Preparation/TESC South (Plan/Plan)                   | 1             |
| Site Preparation/TESC North (Plan/Plan)                   | 1             |
| Salmon Creek Alignment & Restoration South (Plan/Profile) | 1             |
| Salmon Creek Alignment & Restoration North (Plan/Profile) | 1             |
| Culvert Plan/Profile (Plan/Profile)                       | 2             |
| Soil Stabilization Plan South (Plan/Plan)                 | 1             |
| Soil Stabilization Plan North (Plan/Plan)                 | 1             |
| Enhancement Planting Plan South (Plan/Plan)               | 1             |

## EXHIBIT A-1

|                                             |           |
|---------------------------------------------|-----------|
| Enhancement Planting Plan North (Plan/Plan) | 1         |
| Enhancement Planting Schedule               | 1         |
| Existing Conditions (Plan)                  | 1         |
| <b>TOTAL</b>                                | <b>18</b> |

5.2 Final Design Review Meeting: The purpose of this meeting is to conduct a working review of the PS&E. The comments, discussion, and decisions from this meeting will be incorporated into the Final Bid Documents. Plans will be submitted for review 2 weeks prior to the meeting.

5.3 Bid Documents: Prepare Bid Documents based on comments received during the Final Design Review Meeting.

### **Products:**

Deliverables with each Submittal will include the following:

- ***Final 90% Submittal***
  - 2 – 1/2 Size Plan Sets (11x17), Project Manual & Estimate
- ***Bid Documents***
  - 1 – Construction Cost Estimate (PDF & Excel)
  - 2 – 1/2 Size Plan Sets (11x17) & Project Manual (PDF & Word)
  - 1 – Set Full Sized Plans (22x34 size) (PDF only)

### **Assumptions:**

- Once the design decisions have been made at the design review meetings, changes to these decisions will be considered out of scope work.
- City staff present at project progress and design meetings will have the authority to make decisions and provide direction regarding critical project elements.
- Drawings will be developed at 1" = 20' scale.
- City will provide bidding services and reproduction of Contract Documents.
- City staff will handle all public coordination.
- Applicable WSDOT Standard Plans and Sumner Standard Details will be included as an Appendix to the Contract Documents.

### **Task 6 – Environmental Documentation**

6.1 Environmental documentation and special services during construction will be provided by Widener & Associates. See the attached Proposal from Widener & Associates.

## EXHIBIT A-1

### D. SCOPE OF WORK – CONSTRUCTION MANAGEMENT SERVICES

#### Task 7 – Management/Coordination/Administration (CM)

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

- 7.1 Organize and layout work for project staff. Prepare project instructions on contract administration procedures to be used during construction.
- 7.2 Review monthly expenditures and CM team scope activities. Prepare and submit project progress letters to the client along with invoices describing CM services provided each month.

#### Products:

- Monthly invoices

#### Assumptions:

- The proposed project team will include one part-time resident engineer and one full-time inspector during construction activities when unit price work is being performed. It is anticipated that full-time site observation will be required for the entire duration of construction.
- The level of service is based on project duration of approximately 1 month, or **20 working days**. **KPG contract obligations will terminate upon Physical Completion and does not extend into any warranty or PSIFE period.**
- It is anticipated that the client will review and execute the insurance, bonds, and the Construction Contract.
- It is anticipated that all Community Outreach, if required, will be completed by the client.
- The design engineers from KPG will be available during construction to answer questions during construction and review RAMs, shop drawings, and answer RFIs. The engineer of record will be available to provide background information on the design should it be necessary.
- Services will be performed in accordance with the Contract plans & special provisions, WSDOT Local Agency Guidelines (“LAG”), the WSDOT Construction Manual, and the client engineering standards.
- The franchise utilities will provide field inspection for all work surrounding the construction or relocation of their utility systems not constructed by the Client’s Contractor, if necessary.
- Client/Field Office: There are no provisions for a field office for this project. All project files shall be kept at the KPG office. KPG field inspection crew shall work from their vehicle as much as practical.
- Record Drawings will not be prepared as part of this Contract.

#### Task 8 – Design Support

- 8.1 Engineer of Record will attend preconstruction conference to answer any questions as needed.
- 8.2 Provide overall project design support, coordination with the client, review Submittals, respond to RFI’s, and provide support for field work directives, change orders, minor changes, etc.

## EXHIBIT A-1

8.3 Attend weekly meetings during construction (8 meetings).

### **Products:**

- Submittal Review Comments
- Responses to RFI's, etc.

### **Task 9 – Preconstruction Services**

9.1 Preconstruction Conference: The City will prepare an agenda for, distribute notices of, and conduct a preconstruction conference in the client's offices. KPG's project manager, resident engineer, and inspector will attend the preconstruction conference. KPG will prepare a written record of the meeting and distribute copies of the minutes to all attendees and affected agencies, staff, etc.

9.2 Construction Start-up: KPG Inspector will conduct in field review of construction documents.

### **Products:**

- Preconstruction conference meeting minutes
- File set-up.

### **Task 10 – Construction Observation**

10.1 KPG will provide the services of a part-time resident engineer during construction activities and one full-time inspector, and other tasks necessary to monitor the progress of the work. KPG Construction staff shall oversee all work required under the project construction contract plans and specifications on the project site, and will observe the technical progress of the construction, including providing day-to-day contact with the Prime Contractor and the client.

Field inspection staff will perform the following duties as a matter of their daily activities:

- a. Observe technical conduct of the construction, including providing day-to-day contact with construction contractor, Client and other stakeholders, and monitor for adherence to the Contract Documents. KPG personnel will act in accordance with Sections 1-05.1 and 1-05.2 of the Standard Specifications.
- b. Observe material, workmanship, and construction areas for compliance with the Contract Documents and applicable codes and notify construction contractor of noncompliance. Advise the Client of any non-conforming work observed during site visits.
- c. Document all materials delivered to the job site are in accordance with plans and specifications.
- d. Prepare daily inspection reports, recording the construction contractor's operations as actually observed by KPG; includes quantities of work placed that day, contractor's equipment and crews, and other pertinent information. All daily inspection reports will adhere to WSDOT Local Agency Guidelines.
- e. Interpret Contract Documents in coordination with Client and the Client's Contractor.
- f. 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.
- g. Establish communications with adjacent property owners. Respond to questions from property owners and the general public.
- h. Coordinate with permit holders on the Project to monitor compliance with approved permits, if applicable.

## EXHIBIT A-1

- i. Prepare field records and documents to help assure the Project is administered in accordance with funding agency requirements.
  - j. Attend and actively participate in regular on-site weekly construction meetings.
  - k. Take periodic digital photographs during the course of construction, and record locations.
  - l. Coordinate with the Client's traffic operations and maintenance personnel.
  - m. 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 the Client and those agencies to obtain Physical Completion.
- 10.2 Material Testing: Coordinate and manage materials testing sub-consultants for construction services, who will provide materials testing services as required, up to \$5,000. Coordinate the work of the materials testing technicians and testing laboratories in the observation and testing of materials used in the construction; document and evaluate results of testing; and address deficiencies with the City's Contractor.
- 10.3 Utility Coordination: Assist the city with utility Coordination. It is anticipated that utility coordination will be needed during sheet pile installation and rehabilitation of the 36-inch diameter culvert under 60<sup>th</sup> Street E.
- 10.4 Close Out: Upon substantial completion of work, coordinate with the client 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 client.
- 10.5 Conduct field survey on Salmon Creek improvements as constructed and update 166<sup>th</sup> RAB project base map.

### Assumptions:

- KPG will provide observation services for the days/hours that the Contractor's personnel are on-site, and the Contractor will work normal 40-hour work weeks or 4 ten-hour days.
- KPG'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 KPG will reject non-conforming work and pursue the other remedies in the interests of the client, as detailed in the Contract Documents. KPG cannot guarantee the construction contractor's performance, and it is understood that KPG shall assume no responsibility for: proper construction means, methods, techniques; project site safety, safety precautions or programs; or for the failure of any other entity to perform its work in accordance with laws, contracts, regulations, or client's expectations.

### Products:

- Daily Construction Reports with project photos – submitted on a weekly basis
- Field Note Records to develop monthly pay estimates
- Punch List, Certificate of Substantial Completion

## **Task 11 – Construction Services - Office**

- 11.1 Document Control: Original documentation will be housed at KPG's office and filed in accordance with standard filing protocol.
- 11.2 Project Coordination: Liaison with, construction contractor, engineer, and utilities at City lead weekly meetings (see 11.5 below) to discuss project issues and status.

## EXHIBIT A-1

- 11.3 Utility Coordination: Liaison with franchise utilities on a regular basis to assess status of relocation activities, coordinate with both Contractor and utilities in the event of unforeseen utility conflicts, and coordinate with both Contractor and utilities to protect existing utilities during construction.
- 11.4 Material Testing - Documentation: Compiling, recording, and distribution of any testing reports.
- 11.5 Weekly Meetings: City will lead weekly meetings, including preparation of agenda. KPG will attend the weekly meeting, prepare meeting minutes, and distribute minutes to attendees. Outstanding issues to be tracked on a weekly basis.
- 11.6 Initial Schedule Review: Perform detailed schedule review of contractor provided CPM for conformance with the contract documents.
- 11.7 Lump Sum Breakdown: Evaluate construction contractor's 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 based on Contractor's approved Lump Sum breakdown.
- 11.8 Monthly Pay Requests: Prepare monthly requests for payment, review with the client, contractor, and approve as permitted. Utilize client provided format for pay estimates, or Consultant format.
- 11.9 Weekly Statement of Working Days: Prepare and issue weekly statement of working day report each week.
- 11.10 Physical Completion Letter: Following completion of all punchlist work, assist the City in preparation of physical completion letter to the contractor, and recommend that client and/or Utilities accept the project.
- 11.11 Project Closeout: Transfer all project documents to the client for permanent storage at Physical Completion. A thumb drive or CD will be provided with all electronic documents and pictures.
- 11.12 Submittals: KPG will 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 submittals to be transmitted to the City for their review and approval. Submittals shall be logged and tracked by the Consultant.
- 11.13 Request for Information ("RFI"): Consultant will review and respond to RFIs. RFIs shall be logged and tracked.
- 11.14 Change Orders: All change orders must be authorized by the client prior to issuance to the Contractor. Develop change orders, provide technical assistance to negotiate change orders, and assist in resolution of disputes that may occur during the course of the project. Each change order will be executed and contain the following:
  - a. Change order
  - b. Independent Cost Estimate
  - c. Time Impact Analysis
  - d. Contractor's Pricing
  - e. Verbal Approval Memo
  - f. Change Order Checklist (LAG Manual)
  - g. Back up documentation

## EXHIBIT A-1

- 11.15 Field Work Directives: Prepare field work directives as necessary to keep the contractor on schedule.
- 11.16 Minor Change Orders: Assist City in developing minor change orders. Each minor change order will be executed and contain the following:
- a. Independent Cost Estimate
  - b. Back up documentation
- 11.17 Force Account: Assist City in tracking contractor force account labor, equipment, and materials. Provide payment according to WSDOT requirements. All force account calculations will be verified by the City.

### Assumptions

- It is assumed that upon Physical Completion of this project the Consultant's obligation of this scope shall be met and all documentation for the project shall be turned over to the City of Sumner to finalize with their contractor.
- If night inspection will be required on this project, a night inspector can be made available if the contractor is working double shifts, time and rates to be negotiated at a later date.
- City staff will take on Certified Payroll and all subcontractor documentation.

### Products:

- Submittal log
- RFI Log
- Change Order(s)
- Change Management Log
- Minor Change Order(s)
- Force Account Records

## E. ADDITIONAL SERVICES

KPG can provide services in addition to those outlined above as requested by the City. It is assumed that additional services such as additional design elements, Bidding support, construction engineering support, construction survey, developing Record Drawings, etc. shall be covered under a separate supplemental agreement between the City and KPG.

**EXHIBIT D****PRIME CONSULTANT COST COMPUTATIONS**

Client: City of Sumner

Project: East Sumner Neighborhood Salmon Creek Cutover

DATE: May 2020

| Task No.                                                 | Task Description                              | Labor Hour Estimate |                     |                     |                        |                |                          |                          |                      |                             |                      |                             |                          |                              |                        |                       |              | Total Hours and Labor Fee Estimate by Task   |          |           |
|----------------------------------------------------------|-----------------------------------------------|---------------------|---------------------|---------------------|------------------------|----------------|--------------------------|--------------------------|----------------------|-----------------------------|----------------------|-----------------------------|--------------------------|------------------------------|------------------------|-----------------------|--------------|----------------------------------------------|----------|-----------|
|                                                          |                                               | Principal           | Engineering Manager | Project Engineer II | Engineering Technician | Survey Manager | Survey Crew II (W/Equip) | Senior Survey Technician | Urban Design Manager | Project Landscape Architect | Landscape Technician | Senior Construction Manager | Senior Resident Engineer | Senior Construction Observer | Document Control Admin | Senior CAD Technician | Senior Admin |                                              |          |           |
|                                                          |                                               | 262                 | 235                 | 146                 | 100                    | 235            | 228                      | 122                      | 186                  | 135                         | 95                   | 224                         | 148                      | 148                          | 79                     | 128                   | 107          | Hours                                        | Fee      |           |
| DESIGN SERVICES                                          |                                               |                     |                     |                     |                        |                |                          |                          |                      |                             |                      |                             |                          |                              |                        |                       |              |                                              |          |           |
| Task 1 - Management/Coordination/Administration (Design) |                                               |                     |                     |                     |                        |                |                          |                          |                      |                             |                      |                             |                          |                              |                        |                       |              |                                              |          |           |
| 1.1                                                      | Project Management and Coordination           |                     | 6                   |                     |                        |                |                          |                          |                      |                             |                      |                             |                          |                              |                        | 4                     | 10           | \$                                           | 1,838.00 |           |
| 1.2                                                      | QA/QC                                         | 6                   |                     |                     |                        |                |                          |                          |                      |                             |                      |                             |                          |                              |                        |                       | 6            | \$                                           | 1,572.00 |           |
| Task Total                                               |                                               | 6                   | 6                   | 0                   | 0                      | 0              | 0                        | 0                        | 0                    | 0                           | 0                    | 0                           | 0                        | 0                            | 0                      | 4                     | 16           | \$                                           | 3,410.00 |           |
| Task 2 - Field Survey and Base Map                       |                                               |                     |                     |                     |                        |                |                          |                          |                      |                             |                      |                             |                          |                              |                        |                       |              |                                              |          |           |
| 2.1                                                      | Survey Control                                |                     |                     |                     |                        |                | 1                        |                          |                      |                             |                      |                             |                          |                              |                        |                       | 1            | \$                                           | 228.00   |           |
| 2.2                                                      | Field Survey and Base Map                     |                     |                     |                     |                        | 1              | 11                       | 8                        |                      |                             |                      |                             |                          |                              |                        |                       | 20           | \$                                           | 3,719.00 |           |
| Task Total                                               |                                               | 0                   | 0                   | 0                   | 0                      | 1              | 12                       | 8                        | 0                    | 0                           | 0                    | 0                           | 0                        | 0                            | 0                      | 0                     | 21           | \$                                           | 3,947.00 |           |
| Task 3 - Utility Coordination                            |                                               |                     |                     |                     |                        |                |                          |                          |                      |                             |                      |                             |                          |                              |                        |                       |              |                                              |          |           |
| 3.1                                                      | Utility Letters and Log Responses             |                     | 1                   | 8                   |                        |                |                          |                          |                      |                             |                      |                             |                          |                              |                        |                       | 9            | \$                                           | 1,403.00 |           |
| 3.2                                                      | Submit 30% Plans                              |                     |                     | 4                   |                        |                |                          |                          |                      |                             |                      |                             |                          |                              |                        |                       | 4            | \$                                           | 584.00   |           |
| 3.3                                                      | Develop Potential Conflict and Pothole Plan   |                     | 1                   | 2                   | 4                      |                |                          |                          |                      |                             |                      |                             |                          |                              |                        |                       | 7            | \$                                           | 927.00   |           |
| Task Total                                               |                                               | 0                   | 2                   | 14                  | 4                      | 0              | 0                        | 0                        | 0                    | 0                           | 0                    | 0                           | 0                        | 0                            | 0                      | 0                     | 20           | \$                                           | 2,914.00 |           |
| Task 4 - 30% Design                                      |                                               |                     |                     |                     |                        |                |                          |                          |                      |                             |                      |                             |                          |                              |                        |                       |              |                                              |          |           |
| 4.1                                                      | Preliminary Design                            |                     | 6                   | 24                  | 40                     |                |                          |                          | 2                    | 8                           | 12                   |                             |                          |                              |                        | 8                     | 6            | 106                                          | \$       | 13,172.00 |
| 4.2                                                      | Preliminary Construction Cost Estimate        |                     | 1                   | 4                   | 6                      |                |                          |                          |                      |                             |                      |                             |                          |                              |                        |                       | 11           | \$                                           | 1,419.00 |           |
| 4.3                                                      | Meetings with City Staff and Widener (3 each) |                     | 6                   | 6                   |                        |                |                          |                          |                      | 4                           |                      |                             |                          |                              |                        |                       | 16           | \$                                           | 2,826.00 |           |
| 4.4                                                      | Preliminary Design Review Meeting             |                     | 2                   | 2                   |                        |                |                          |                          |                      |                             |                      |                             |                          |                              |                        |                       | 4            | \$                                           | 762.00   |           |
| 4.5                                                      | Coordinate 166th RAB Design                   | 4                   | 4                   |                     |                        |                |                          |                          |                      |                             |                      |                             |                          |                              |                        |                       |              | \$                                           | 1,988.00 |           |
| Task Total                                               |                                               | 4                   | 19                  | 36                  | 46                     | 0              | 0                        | 0                        | 2                    | 12                          | 12                   | 0                           | 0                        | 0                            | 0                      | 8                     | 6            | 137                                          | \$       | 20,167.00 |
| Task 5 - Final Design and Bid Documents                  |                                               |                     |                     |                     |                        |                |                          |                          |                      |                             |                      |                             |                          |                              |                        |                       |              |                                              |          |           |
| 5.1                                                      | Final Design                                  |                     | 12                  | 40                  | 80                     |                |                          |                          | 6                    | 8                           | 24                   |                             |                          |                              |                        | 24                    | 6            | 200                                          | \$       | 24,850.00 |
| 5.2                                                      | Final Design Review Meeting                   |                     | 2                   | 2                   |                        |                |                          |                          |                      | 2                           |                      |                             |                          |                              |                        |                       |              | 6                                            | \$       | 1,032.00  |
| 5.3                                                      | Develop Bid Documents                         |                     | 6                   | 12                  | 24                     |                |                          |                          | 2                    | 4                           | 8                    |                             |                          |                              |                        | 16                    | 8            | 80                                           | \$       | 10,138.00 |
| Task Total                                               |                                               | 0                   | 20                  | 54                  | 104                    | 0              | 0                        | 0                        | 8                    | 14                          | 32                   | 0                           | 0                        | 0                            | 0                      | 40                    | 14           | 286                                          | \$       | 36,020.00 |
| Task 6 - Environmental Documentation                     |                                               |                     |                     |                     |                        |                |                          |                          |                      |                             |                      |                             |                          |                              |                        |                       |              |                                              |          |           |
| 6.1                                                      | Environmental Documentation                   |                     |                     |                     |                        |                |                          |                          |                      |                             |                      |                             |                          |                              |                        |                       |              | 0                                            | \$       | -         |
| Task Total                                               |                                               | 0                   | 0                   | 0                   | 0                      | 0              | 0                        | 0                        | 0                    | 0                           | 0                    | 0                           | 0                        | 0                            | 0                      | 0                     | 0            | 0                                            | \$       | -         |
| Total Labor Hours and Fee (Design)                       |                                               | 10                  | 47                  | 104                 | 154                    | 1              | 12                       | 8                        | 10                   | 26                          | 44                   | 0                           | 0                        | 0                            | 0                      | 48                    | 24           | 480                                          | \$       | 66,458.00 |
| Subconsultants (Design)                                  |                                               |                     |                     |                     |                        |                |                          |                          |                      |                             |                      |                             |                          |                              |                        |                       |              |                                              |          |           |
|                                                          |                                               |                     |                     |                     |                        |                |                          |                          |                      |                             |                      |                             |                          |                              |                        |                       |              | Utility Locate Service                       | \$       | 3,500.00  |
|                                                          |                                               |                     |                     |                     |                        |                |                          |                          |                      |                             |                      |                             |                          |                              |                        |                       |              | Potholes Allowance (Assume 2 City Utilities) | \$       | 3,000.00  |
|                                                          |                                               |                     |                     |                     |                        |                |                          |                          |                      |                             |                      |                             |                          |                              |                        |                       |              | Environmental - Widener                      | \$       | 25,490.64 |
|                                                          |                                               |                     |                     |                     |                        |                |                          |                          |                      |                             |                      |                             |                          |                              |                        |                       |              | Total Subconsultant Expense (Design)         | \$       | 31,990.64 |
| Reimbursable Direct Non-Salary Costs (Design)            |                                               |                     |                     |                     |                        |                |                          |                          |                      |                             |                      |                             |                          |                              |                        |                       |              |                                              |          |           |
|                                                          |                                               |                     |                     |                     |                        |                |                          |                          |                      |                             |                      |                             |                          |                              |                        |                       |              | Mileage at current IRS rate                  | \$       | 50.00     |
|                                                          |                                               |                     |                     |                     |                        |                |                          |                          |                      |                             |                      |                             |                          |                              |                        |                       |              | Reproduction Allowance                       |          |           |
|                                                          |                                               |                     |                     |                     |                        |                |                          |                          |                      |                             |                      |                             |                          |                              |                        |                       |              | Total Reimbursable Expense (Design)          | \$       | 50.00     |
|                                                          |                                               |                     |                     |                     |                        |                |                          |                          |                      |                             |                      |                             |                          |                              |                        |                       |              | Total Estimated Budget (Design)              | \$       | 98,498.64 |

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## **Environmental Scope of Work ESN Stormwater Stream Cut Over Construction Support KPG Inc.**

Widener and Associates, under a subconsultant agreement with the KPG Inc., will assist the City in the time extension of the project environmental permits and finalizing the project close out by providing the following services.

### **1.0 Time Extensions for the Section 404, 401 and HPA Permits:**

Widener will coordinate with the agencies to request time extensions to all necessary environmental project permits. Anticipated environmental permits requiring a time extension include the following:

1. Section 404 Permit
2. Section 401 Permit
3. HPA Permit

Permit extensions shall include formal explanations to the agencies on why the extension is needed and projected project timeline.

#### Deliverables:

- Section 404 permit time extension from the USACE.
- Section 401 permit time extension from Ecology.
- HPA time extension from WDFW

### **2.0 Design Coordination for Stream Cut Over:**

Early input into the design of the final stream cut-over of the project will be provided to ensure impacts to the surrounding environment is minimized. This coordination with the design team will ensure the project permit requirements are being met in the final design.

#### Deliverables:

Widener's permitting specialist will prepare memoranda documenting coordination with the design team and list of permit requirements for the final design and cut over of the stream.

### **3.0 Construction Support and Inspection:**

Widener will provide construction support by inspecting the project as needed for the stream cut over. Anticipated construction support includes:

- Answering technical questions as required
- Responding to RFI's during construction of this project
- Addressing environmental permit questions/issues

#### Deliverables:

- Monthly progress reports to accompany invoices.

#### **4.0 Fish Exclusion and Reporting:**

Widener will assist the contractor with the fish exclusion process, ensuring the steps of the WDFW fish exclusion plan are followed. After fish have been excluded a report will be written by Widener documenting the process and fish found. This report will be submitted to the City and KPG for review and comment before it is finalized and submitted to the agencies.

##### Deliverables:

- Widener will perform fish exclusion and document the process in a draft and final report sent out to the agencies.

## Exhibit B

|                     |                                                     |             |           |
|---------------------|-----------------------------------------------------|-------------|-----------|
| <b>Project Name</b> | ESN Stormwater Stream Cut Over Construction Support |             |           |
| <b>Client</b>       | KPG Inc. Nate Mozer                                 |             |           |
| <b>Location</b>     | City of Sumner                                      | <b>Date</b> | 4/18/2021 |

|                                                          | Project Manager | Senior Biologist | Project Biologist |  |                    |
|----------------------------------------------------------|-----------------|------------------|-------------------|--|--------------------|
|                                                          | Hours           | Hours            | Hours             |  |                    |
| 1.0 Time Extension for Section 404, 401 and HPA Permits  | 2               | 30               | 10                |  |                    |
| 2.0 Desing Cordination for Stream Cut Over               | 20              | 20               | 10                |  |                    |
| 3.0 Construction Support and Inspections                 | 2               | 30               | 0                 |  |                    |
| 4.0 Fish Exclusion & Reporting                           | 2               | 48               | 37                |  |                    |
|                                                          |                 |                  |                   |  |                    |
| <b>Total hours</b>                                       | 26              | 128              | 57                |  |                    |
|                                                          |                 |                  |                   |  |                    |
| <b>Summary</b>                                           | <b>Hours</b>    | <b>Rate</b>      | <b>Cost</b>       |  |                    |
| Project Manager                                          | 26              | \$170.40         | \$4,430.40        |  |                    |
| Senior Biologist                                         | 128             | \$120.00         | \$15,360.00       |  |                    |
| Project Biologist                                        | 57              | \$86.80          | \$4,947.60        |  |                    |
|                                                          |                 |                  |                   |  |                    |
| Total Labor                                              |                 |                  |                   |  | \$24,738.00        |
| Milage                                                   |                 |                  |                   |  | \$752.64           |
|                                                          |                 |                  |                   |  |                    |
| <b>TOTAL ESTIMATED COST</b>                              |                 |                  |                   |  | <b>\$25,490.64</b> |
|                                                          |                 |                  |                   |  |                    |
| Cowling & Co. L.L.C. dba <b>Widener &amp; Associates</b> |                 |                  |                   |  |                    |
|                                                          |                 |                  |                   |  |                    |

**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

\_\_\_\_\_  
KPG, PS

I hereby certify that the Company or Organization named herein will

(check one box below)

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

OR

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

\_\_\_\_\_  
NAME

\_\_\_\_\_  
TITLE

\_\_\_\_\_  
DATE

## EXHIBIT C

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

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

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

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

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

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

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

**(1) Minimum wages.**

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

(ii)

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

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

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

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

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

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

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

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

(3) Payrolls and basic records.

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

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

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

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

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

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

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

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

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

(4) Apprentices and trainees.

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

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

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

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

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

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

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

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

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**SUBJECT:** 166th Widening: Federal Grant Acceptance (FHWA)**CATEGORY:** Consent

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**BUDGET IMPACT:**

Expenditure Required: None

Within Budget Allocation: Yes

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**ATTACHMENTS:**

1. STIP Project Funding
2. .

**STAFF CONTACT:** Michael Kosa, City Engineer, Mike Dahlem, Public Works Director

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**SUMMARY BACKGROUND:**

166<sup>th</sup> Avenue East (Sumner-Tapps Highway) and the SR 410 westbound off-ramp experience severe traffic congestion at the SR 410 interchange and the intersection to the north at 64<sup>th</sup> Street East. Additionally, an undersized and failing corrugated metal pipe culvert that carries Salmon creek runs diagonally underneath the intersection, creating an unsuitable environment for ESA-listed salmon species to thrive and spawn.

This project submitted for federal funding through the Federal Highway Administration Surface Transportation Program. Funds became available earlier this year. The project was awarded \$1,219,650, which is available to begin spending in 2021. These funds will enable the City to complete the project design while significantly reducing the need to spend local funds committed in the current city budget. The City needs to provide a 13.5% local match for the federal funds, which is within the current budget. The project and associated federal funding has been programmed into the State Transportation Improvement Program (programming document attached).

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**COUNCIL COMMITTEE/STUDY SESSION:** Public Works Committee**MEETING/STUDY SESSION DATE:** 6/1/2021**COMMITTEE RECOMMENDATION:** do-pass**STAFF RECOMMENDATIONS/MOTION:**

A motion approving the acceptance of \$1,219,650 in grant funds from the Federal Highway Administration for use in the 166th Widening and Intersection Improvement project (CIP 13-11), and authorizing the Mayor to execute any and all documents necessary to accept the funds, substantially in a form as approved by the City Attorney.

Washington State S. T. I. P.

2021 to 2024

(Project Funds to Nearest Dollar)

MPO/RTPO: PSRC

Y Inside

N Outside

May 17, 2021

County: Pierce

Agency: Sumner

| Func<br>Cls | Project<br>Number | PIN | STIP ID | Imp<br>Type | Total<br>Project<br>Length | Environmental<br>Type | RW<br>Required | Begin<br>Termini               | End<br>Termini | Total Est.<br>Cost of<br>Project | STIP<br>Amend.<br>No. |
|-------------|-------------------|-----|---------|-------------|----------------------------|-----------------------|----------------|--------------------------------|----------------|----------------------------------|-----------------------|
| 04          |                   |     | SUM-24  | 04          | 0.200                      | DCE                   | Yes            | SR 410 WB Ramp<br>Intersection | 64th St E      | 12,427,474                       | 21-04                 |

166th St Widening and Intersection Improvements

The project widens 166th Ave East between two existing intersections from a two-to-three-lane section to four standard lanes and rebuilds an existing stop-controlled intersection at the SR 410 WB ramps and an existing signalized intersection at 64th St E as two roundabouts. The project will include ADA-compliant pedestrian facilities to provide new north-south sidewalk access through the project. An existing culvert carrying Salmon Creek will be upgraded as needed.

Funding

| Phase          | Start Date | Federal | Fund Code | Federal Funds | State Fund Code | State Funds | Local Funds | Total     |
|----------------|------------|---------|-----------|---------------|-----------------|-------------|-------------|-----------|
| PE             | 2021       |         | STP(UL)   | 1,219,650     |                 | 0           | 1,707,824   | 2,927,474 |
| Project Totals |            |         |           | 1,219,650     |                 | 0           | 1,707,824   | 2,927,474 |

Expenditure Schedule

| Phase  | 1st       | 2nd | 3rd | 4th | 5th & 6th |
|--------|-----------|-----|-----|-----|-----------|
| ALL    | 2,927,474 | 0   | 0   | 0   | 0         |
| Totals | 2,927,474 | 0   | 0   | 0   | 0         |



# Monthly Project Management Report

June 2021

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## Major Projects

|                                                                                                                                                                                                                                                                                                                                                                                                                      |  |                                                                                                                                                                                                                                                                                                                                                                                                                                           |                             |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------|
| <b>Project:</b> Bridge Street Bridge Replacement (13-01)                                                                                                                                                                                                                                                                                                                                                             |  | <b>Project Manager:</b> Andrew Leach                                                                                                                                                                                                                                                                                                                                                                                                      | <b>Budget:</b> \$12,000,000 |
| <b>Finance:</b> \$9,600,000 BRAC Grant, \$1,069,360 Sumner REET and \$1,333,640 TIB                                                                                                                                                                                                                                                                                                                                  |  |                                                                                                                                                                                                                                                                                                                                                                                                                                           |                             |
| <b>Description:</b> Design and Construct a replacement bridge for Bridge Street.                                                                                                                                                                                                                                                                                                                                     |  |                                                                                                                                                                                                                                                                                                                                                                                                                                           |                             |
| <b>Schedule/Milestones:</b><br><ul style="list-style-type: none"> <li>■ Selection of Design Consultant (02/13)</li> <li>■ Design Consultant Contract Award (03/13)</li> <li>■ Environmental Review complete (11/15)</li> <li>■ ROW Acquisitions (12/16)</li> <li>■ Design Complete (01/17)</li> <li>■ Construction Contract Award (04/17)</li> <li><input type="checkbox"/> Construction Complete (12/20)</li> </ul> |  | <b>Status:</b><br>City is working on the closeout process with WSDOT.<br><del>Contractor is working on punchlist items.</del><br><del>Final pavement is down. Contractor is working on final items.</del><br><del>The last one-third of the new bridge is under construction.</del><br><del>The old bridge has been removed.</del><br><del>Traffic switched over to new bridge on October 8<sup>th</sup>.</del><br>Construction has begun |                             |
| <b>Next Critical Activities</b> (dates):<br>Project Acceptance (8/21)                                                                                                                                                                                                                                                                                                                                                |  | <del>SB Structures was awarded the construction contract at the 4/17/17 Council Meeting. The Pre-Construction meeting for this project is scheduled for 5/4 at 10:00 a.m.</del>                                                                                                                                                                                                                                                           |                             |
| <b>Next Council Actions</b> (dates):<br>Project Acceptance (8/21)                                                                                                                                                                                                                                                                                                                                                    |  | <del>The City recently went out to bid for the construction of this project. The bid opening is scheduled for 3/31/17.</del>                                                                                                                                                                                                                                                                                                              |                             |
| <b>Next Public Actions</b> (dates):                                                                                                                                                                                                                                                                                                                                                                                  |  | <del>Federal NEPA review has been completed. Right-of-way acquisition has begun.</del><br><del>Currently waiting for the final environmental review from DOE. A request has been submitted to WSDOT to proceed with the right-of-way acquisition.</del><br><del>A Shoreline Permit Hearing is scheduled for September 10<sup>th</sup>.</del>                                                                                              |                             |

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |                             |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------|
| <b>Project:</b> Stewart Road Bridge Replacement (13-08)                                                                                                                                                                                                                                                                                                                                                                                                                                                        |  | <b>Project Manager:</b> Michael Kosa                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 | <b>Budget:</b> \$30,000,000 |
| <b>Finance:</b> \$6,833,959 STP Grant, \$187,074 City of Sumner, \$4,260,000 Pierce County, \$50,000 Tarragon, \$3,000,000 FMSIB, \$50,000 Port of Tacoma, \$150,000 City of Auburn                                                                                                                                                                                                                                                                                                                            |  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |                             |
| <b>Description:</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |                             |
| <b>Schedule/Milestones:</b><br><input checked="" type="checkbox"/> Selection of Design Consultant (10/13)<br><input checked="" type="checkbox"/> Design Consultant Contract Award (12/13)<br><input checked="" type="checkbox"/> ROW Environmental Review Completed (11/16)<br><input type="checkbox"/> ROW Acquisitions (06/22)<br><input type="checkbox"/> Design Complete (06/22)<br><input type="checkbox"/> Construction Contract Award (01/23)<br><input type="checkbox"/> Construction Complete (08/26) |  | <b>Status:</b><br>Developing 60% Design Plans<br><del>Final Design Kickoff completed, Value Engineering Effort Underway.</del><br><del>BergerABAM is completing the environmental design and right-of-way acquisitions. Project is in formal ESA consultations since 2/2019.</del><br><del>Project awarded new grants (City of Auburn \$150,000)(Federal STP funds \$4,920,000, construction phase; Port of Tacoma, \$50,000, design phase)</del><br><del>Pacific has received full funding for the design, ROW and construction of their adjacent project.</del><br><del>The right-of-way services are now under contract. BergerABAM is beginning the preliminary work to engage the property owners.</del><br><del>The Scope and Budget for Right-of-Way services has been received and will go to the 6/19 Council Meeting.</del><br><del>The City is currently working with BergerABAM on the Scope &amp; Fee for Right-of-Way services.</del><br><del>The City is working with WSDOT and PSRC to finalize a process that will allow the right-of-way to proceed concurrent with the environmental studies of the White River currently being undertaken.</del> |                             |
| <b>Next Critical Activities</b> (dates):<br>Right-of-Way Acquisition (06/22)                                                                                                                                                                                                                                                                                                                                                                                                                                   |  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |                             |
| <b>Next Council Actions</b> (dates):                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |                             |
| <b>Next Public Actions</b> (dates):                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |                             |

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

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

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

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

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

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

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

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| <b>Project: Biosolids Dewatering Improvements (17-18)</b>                                                                                                                                                                                                                             |  | <b>Project Manager:</b> Jason Van Gilder                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           | <b>Budget:</b> \$120,000 (Design Only) |
| <b>Description:</b> Procurement and installation of a second centrifuge for the dewatering of biosolids at the Waste Water Treatment Facility. This will also include construction of a structural platform and electrical/telemetry modifications to accommodate the new centrifuge. |  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |                                        |
| <b>Schedule/Milestones:</b><br><input checked="" type="checkbox"/> Consultant Services Contract (12/17)<br><input checked="" type="checkbox"/> Construction Contract Award (09/19)<br><input type="checkbox"/> Construction Complete (08/21)                                          |  | <b>Status:</b><br>Project is substantially complete.<br><br>(NoV-2020-Update) The new centrifuge is operational.<br>Notice to proceed with construction was issued, effected 11/1/19.<br>Project was awarded in September 2019.<br>Bids for construction were received in August 2019.<br>Project was advertised in July 2019 and bids are requested in August 2019.<br>95% Plans and Specifications have been submitted to the City for review.<br>Gray and Osborne is finishing up the design.<br>An equipment procurement package has been submitted to the City staff for review.<br>A technical memorandum and draft equipment procurement package was submitted for City review on 3/22/18, and comments returned by the City on 4/10/18.<br>Gray and Osborne has been awarded the design contract and is proceeding with design services.<br>Gray and Osborne has been selected as the most qualified firm to complete this work.<br>Finance has recommended soliciting for Request for Qualifications (RFQ) for this work. |                                        |
| <b>Next Critical Activities</b> (dates):                                                                                                                                                                                                                                              |  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |                                        |
| <b>Next Council Actions</b> (dates):<br>Construction Contract Acceptance (09/21)                                                                                                                                                                                                      |  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |                                        |

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

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

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

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

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| <b>Project: 160<sup>th</sup> Retrofit and Pervious Sidewalks (19-08)</b>                                                                                                                                                                                                                                                                                         |  | <b>Project Manager:</b> Andrew Leach                                                                                                                                                                                                                                                                                                                                         | <b>Budget:</b> \$ |
| <b>Finance:</b> Ecology and Complete Street Funds                                                                                                                                                                                                                                                                                                                |  |                                                                                                                                                                                                                                                                                                                                                                              |                   |
| <b>Description:</b> Installing pervious sidewalks on 160 <sup>th</sup> that will fill in the sidewalk gap between the YMCA and main Street                                                                                                                                                                                                                       |  |                                                                                                                                                                                                                                                                                                                                                                              |                   |
| <b>Schedule/Milestones:</b><br><input checked="" type="checkbox"/> Selection of Design Consultant (09/19)<br><input checked="" type="checkbox"/> Design Consultant Contract Award (03/20)<br><input type="checkbox"/> Design Complete (6/21)<br><input type="checkbox"/> Construction Contract Award (TBD)<br><input type="checkbox"/> Construction Complete ( ) |  | <b>Status:</b><br>The 90% design is with Ecology for Review.<br><del>Design is 30% complete and moving forward to final design.</del><br><del>Starting project design.</del><br><del>Grant agreement passed by Council.</del><br><del>City is working on grant agreement with DOE.</del><br>Staff is currently reviewing SOQs to select a design consultant for the project. |                   |
| <b>Next Critical Activities</b> (dates):                                                                                                                                                                                                                                                                                                                         |  |                                                                                                                                                                                                                                                                                                                                                                              |                   |
| <b>Next Council Actions</b> (dates):                                                                                                                                                                                                                                                                                                                             |  |                                                                                                                                                                                                                                                                                                                                                                              |                   |
| <b>Next Public Actions</b> (dates):<br>N/A                                                                                                                                                                                                                                                                                                                       |  |                                                                                                                                                                                                                                                                                                                                                                              |                   |

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| <b>Project:</b> Rivergrove Community Pedestrian Bridge over SR 410 (20-07)                                                                                                                                                                                             |  | <b>Project Manager:</b> Andrew Leach                                                                                                                                                                                                                                                                                                                                 | <b>Budget:</b> \$5,000,000 |
| <b>Finance:</b> Sound Transit funds (\$452,000) (Design Only)                                                                                                                                                                                                          |  |                                                                                                                                                                                                                                                                                                                                                                      |                            |
| <b>Description:</b> Construct a new pedestrian bridge over SR 410 at Sumner Ave to provide a non-motorized connection to the Rivergrove Neighborhood.                                                                                                                  |  |                                                                                                                                                                                                                                                                                                                                                                      |                            |
| <b>Schedule/Milestones:</b><br>■ Grant Agreement Complete (06/20)<br>■ RFQ (06/20)<br>■ Consultant Agreement Award (12/20)<br>□ Public Outreach (09/21)<br>□ Design Complete (12/22)<br>□ Right-of-Way Acquisition Complete (12/22)<br>□ Construction Complete (12/26) |  | <b>Status:</b><br>Consultant has begun design work on the project.<br><del>Contract will be awarded at the December Council Meeting</del><br><del>The City has completed consultant interviews and will be working with V+M Structural Design to execute a scope and fee.</del><br>City has advertised a request for qualifications for a project design consultant. |                            |
| <b>Next Critical Activities</b> (dates):<br>30% Submittal (07/21)                                                                                                                                                                                                      |  |                                                                                                                                                                                                                                                                                                                                                                      |                            |
| <b>Next Council Actions</b> (dates):<br>Consultant Design Supplement (7/21)                                                                                                                                                                                            |  |                                                                                                                                                                                                                                                                                                                                                                      |                            |
| <b>Next Public Actions</b> (dates):                                                                                                                                                                                                                                    |  |                                                                                                                                                                                                                                                                                                                                                                      |                            |

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

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| <b>Project:</b> Sidewalk Improvements (CIP 20-10)                                                                                                                                                                                                                                                                                                                                                                         |  | <b>Project Manager:</b> Andrew Leach                                                                       | <b>Budget:</b> \$1.7 million |
| <b>Description:</b> This project provides for the improvement of sidewalk and ADA curb ramps within the Sound Transit Focus Area and Rivergrove Area. The project also includes erosion control, installation of new hydrants, storm utilities and electrical conduit for future street lighting, as well as paving, all in accordance with the Contract Plans, the Contract Provisions, and the Standard Specifications. |  |                                                                                                            |                              |
| <b>Schedule/Milestones:</b><br>■ Consultant Services Contract (09/20)<br>■ Design Complete (05/21)<br>□ Construction Contract Award (06/21)<br>□ Construction Complete (12/21)                                                                                                                                                                                                                                            |  | <b>Status:</b><br>Project is out to bid and the construct contract award will go to City Council in 06/21. |                              |
| <b>Next Critical Activities</b> (dates):<br>Construction Award (06/21)                                                                                                                                                                                                                                                                                                                                                    |  |                                                                                                            |                              |
| <b>Next Council Actions</b> (dates):<br>Construction Award (06/21)                                                                                                                                                                                                                                                                                                                                                        |  |                                                                                                            |                              |

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| <b>Project:</b> ESN Salmon Creek Channel Realignment (CIP 21-08)                                                                                                                                                                                                |  | <b>Project Manager:</b> Michael Kosa                                                              | <b>Budget:</b> \$ 380,000 |
| <b>Description:</b> Reconfigure Salmon Creek to new stream channel, modify fish exclusions, and rehab existing culvert under 60th St.                                                                                                                           |  |                                                                                                   |                           |
| <b>Schedule/Milestones:</b><br><input type="checkbox"/> Consultant Agreement (6/21)<br><input type="checkbox"/> Design Complete (1/22)<br><input type="checkbox"/> Construction Contract Award (4/22)<br><input type="checkbox"/> Construction Complete (12/22) |  | <b>Status:</b><br>RFQ Process Completed, Consultant Selected, Design Agreement heading to Council |                           |
| <b>Next Critical Activities</b> (dates):<br>Consultant Agreement (6/21)                                                                                                                                                                                         |  |                                                                                                   |                           |
| <b>Next Council Actions</b> (dates):<br>Approve Consultant Agreement (6/21)                                                                                                                                                                                     |  |                                                                                                   |                           |

## Small Works Projects

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| <b>Project:</b> Viewpoint Booster Pump Station – Generator (CIP 20-02)                                                                                                                                               | <b>Project Manager:</b> Jason Van Gilder                                                                                                                                                        | <b>Budget:</b> \$206,000 |
| <b>Description:</b> Design and installation of a standby power system for the Viewpoint Booster Pump Station                                                                                                         |                                                                                                                                                                                                 |                          |
| <b>Schedule/Milestones:</b><br><input checked="" type="checkbox"/> Select Design Consultant (1/20)<br><input checked="" type="checkbox"/> Bid Award (10/20)<br><input type="checkbox"/> Construction Complete (9/21) | <b>Status:</b><br>Project has been awarded and construction activities are underway. Supply chain issues are likely to delay construction into June 2021.<br><br><del>Design is complete.</del> |                          |
| <b>Next Critical Activities</b> (Dates): Construction Contract Complete (9/21)                                                                                                                                       |                                                                                                                                                                                                 |                          |
| <b>Next Council Actions</b> (dates): Construction Acceptance (12/21)                                                                                                                                                 |                                                                                                                                                                                                 |                          |
| <b>Next Public Actions</b> (dates): N/A                                                                                                                                                                              |                                                                                                                                                                                                 |                          |

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| <b>Project:</b> LS #11 Hatch Replacement (CIP 20-05)                                                                                                                                                                  | <b>Project Manager:</b> Jason Van Gilder                                     | <b>Budget:</b> \$ |
| <b>Description:</b> Design and installation of replacement hatches for LS #11 in the 16 <sup>th</sup> Street roadway                                                                                                  |                                                                              |                   |
| <b>Schedule/Milestones:</b><br><input checked="" type="checkbox"/> Select Design Consultant (5/20)<br><input checked="" type="checkbox"/> Bid Award (11/20)<br><input type="checkbox"/> Construction Complete (07/21) | <b>Status:</b><br>Project is complete.<br><br><del>Design is complete.</del> |                   |
| <b>Next Critical Activities</b> (Dates): Construction Complete (7/21)                                                                                                                                                 |                                                                              |                   |
| <b>Next Council Actions</b> (dates): Project Acceptance (7/21)                                                                                                                                                        |                                                                              |                   |
| <b>Next Public Actions</b> (dates): N/A                                                                                                                                                                               |                                                                              |                   |

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

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| <b>Project:</b> LS #2 and #6 Control Panel Replacement (CIP 20-04)                                                                                                                                          | <b>Project Manager:</b> Jason Van Gilder       | <b>Budget:</b> \$ |
| <b>Description:</b> Design and installation of replacement control panels at lift stations #2 and #6                                                                                                        |                                                |                   |
| <b>Schedule/Milestones:</b><br><input checked="" type="checkbox"/> Select Design Consultant (10/20)<br><input type="checkbox"/> Bid Award (1/22)<br><input type="checkbox"/> Construction Complete (010/22) | <b>Status:</b><br>Final design is in progress. |                   |
| <b>Next Critical Activities</b> (Dates): Construction Contract Award (1/22)                                                                                                                                 |                                                |                   |
| <b>Next Council Actions</b> (dates): Project Acceptance (2/23)                                                                                                                                              |                                                |                   |
| <b>Next Public Actions</b> (dates): N/A                                                                                                                                                                     |                                                |                   |

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

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

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| <b>Project:</b> Roadway Paint Line Application                                                                                                    |  | <b>Project Manager:</b> Michael Kosa                     | <b>Budget:</b> City Funds \$30,000 |
| <b>Description:</b> Complete annual paint pavement marking through an MOU with Pierce County                                                      |  |                                                          |                                    |
| <b>Schedule/Milestones:</b><br><input type="checkbox"/> Verify Painting Schedule (07/21)<br><input type="checkbox"/> Complete Construction (9/21) |  | <b>Status:</b><br>County to Schedule work in Summer 2021 |                                    |
| <b>Next Critical Activities</b> (dates): N/A                                                                                                      |  |                                                          |                                    |
| <b>Next Council Actions</b> (dates): N/A                                                                                                          |  |                                                          |                                    |
| <b>Next Public Actions</b> (dates):                                                                                                               |  |                                                          |                                    |

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

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| <b>Project:</b> Pavement Patching                                                                                                                                                                               |  | <b>Project Manager:</b> Michael Kosa                                                                     | <b>Budget:</b> City Funds \$ 60,000 |
| <b>Description:</b> Complete pavement repairs by removing and replacing small sections of failed pavement to preserve roadway surfaces                                                                          |  |                                                                                                          |                                     |
| <b>Schedule/Milestones:</b><br><input type="checkbox"/> Project Advertisement (07/21)<br><input type="checkbox"/> Construction Contract Award (07/21)<br><input type="checkbox"/> Construction Complete (09/21) |  | <b>Status:</b><br>Project being set up. Work areas being identified. Project may be pushed back to 2022. |                                     |
| <b>Next Critical Activities</b> (dates):                                                                                                                                                                        |  |                                                                                                          |                                     |
| <b>Next Council Actions</b> (dates): N/A                                                                                                                                                                        |  |                                                                                                          |                                     |