



CITY COUNCIL MEETING AGENDA

City Hall – 1104 Maple Street

August 3, 2026 6:00 PM

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

<https://sumnerwa-gov.zoom.us/j/81405869506>

Phone one-tap:

+12532050468,,81405869506# US

+12532158782,,81405869506# US (Tacoma)

Join via audio:

+1 253 205 0468 US

+1 253 215 8782 US (Tacoma)

Webinar ID: 814 0586 9506

CALL TO ORDER

Pledge of Allegiance

Invocation - Taylor Ford

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

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

CONSENT AGENDA

1. Resolution No. 1756 - Authorizing 166th Avenue East Annexation Petition to be Circulated
2. Approval of the meeting minutes from the regular council meeting of July 6, 2026, July 20, 2026 and July 27, 2026 study session.
3. 24th Emergency Storm Repair - Construction Contract Ratification
4. Fryar Ave Trail - Design Contract Amendment
5. Salmon Creek Culverts - Design Contract Amendment
6. White River Restoration Project - Change Order 05
7. Harrison & State Sewer Project Change Order Ratification
8. Approval of Councilmember Malcolm Appointment to Public Safety Committee
9. Approval of checks and electronic payments in the amount of [\\$3,767,566.42](#)

PUBLIC HEARING

REGULAR BUSINESS

1. **Unfinished Business**
2. **Public Comment (Limit 3 minutes)**
Members of the community who wish to give public comment are strongly encouraged to attend the meeting via the ZOOM link or by telephone. If you are unable to attend the meeting, please submit your public comment in writing via email to the City Clerk at Michellec@sumnerwa.gov no later than

4:00pm on the day of the meeting. Please contact the City Clerk at 253-299-5590 with any questions.

3. **New Business**

- a. Ordinance No. 2973 — Updating the Development Fee Service Schedule
- b. Ordinance No. 2972 - Code Text Amendment — Food Truck Pods

4. **Reports**

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

5. **Executive Session**

6. **Adjournment**

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

SUBJECT: Resolution No. 1756 - Authorizing 166th Avenue East Annexation Petition to be Circulated

CATEGORY: Consent

BUDGET IMPACT:

Expenditure Required: None

Within Budget Allocation: N/A

ATTACHMENTS:

1. Resolution 1756 - Authorizing 166th Avenue East Annexation Petition to be Circulated

STAFF CONTACT: Katie Baker, Planning Manager

SUMMARY BACKGROUND:

On June 24, 2026, the City received a notice of intention to commence annexation proceedings from the initiators that represent not less than ten percent of the assessed value of the 166th Avenue East annexation area. On July 13, 2026, at a regularly scheduled study session, the Council met with the initiators to discuss the proposed annexation pursuant to RCW 35A.14.120. During that meeting, the City Council determined that the proposed annexation area was appropriate and made no modifications thereto. Tonight's resolution is Council's formal authorization that allows the initiators to circulate an annexation petition for signatures, beginning the annexation process.

COUNCIL COMMITTEE/STUDY SESSION: Study Session
--

MEETING/STUDY SESSION DATE: 7/13/2026

COMMITTEE RECOMMENDATION: Do Pass

STAFF RECOMMENDATIONS/MOTION:

Approve Resolution 1756, authorizing the initiators of the 166th Avenue East Annexation to circulate a petition.

RESOLUTION NO. 1756

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SUMNER AUTHORIZING CIRCULATION OF AN ANNEXATION PETITION NEAR 166th AVE E AND ACCEPTING THE GEOGRAPHIC AREA OF THE PROPOSED ANNEXATION.

WHEREAS, on June 24, 2026, the City received a notice of intention to commence annexation proceedings from owners of property (initiators) that represent not less than ten percent of the assessed value of the 166th Ave E area for which annexation is sought; and

WHEREAS, the property in the proposed annexation area, located on the east and west sides of 166th Ave E and south of SR-410, is within the urban growth area of the City; and

WHEREAS, the City Council, in response to the notice from the initiators, pursuant to RCW 35A.14.120, set a date within sixty days to meet with the initiators on July 13, 2026; and

WHEREAS, pursuant to RCW 35A.14.120, the Council must determine whether to (a) accept, reject, or modify the geographic area of the proposed annexation; (b) require simultaneous adoption of zoning regulations; and (c) require the annexed area to assume all, or any portion of existing city indebtedness; and

WHEREAS, the Council must grant its approval before a petition can be circulated.

NOW THEREFORE, in accordance with RCW 35A.14.120, the City Council of the City of Sumner, Washington hereby resolves as follows:

Section 1. Authorization to circulate an annexation petition. The Council authorizes the initiators or other persons or entities to circulate an annexation petition in the 166th Ave E area pursuant to and in compliance with RCW 35A.14.

Section 2. Acceptance of the geographic area of the proposed annexation. The Council accepts the geographic area of the proposed annexation, which is depicted in the map that is attached hereto and identified as Exhibit A.

Section 3. Requirement for simultaneous adoption of zoning requirements. If the proposed annexation area is annexed by the City, the City shall simultaneously adopt zoning regulations for the area consistent with the comprehensive plan designation, and pursuant to applicable Sumner Municipal Code and state law.

Section 4. Requirement for assumption of indebtedness. The Council requires the proposed annexation to assume a proportionate share of city indebtedness and be assessed and taxed at the same rate and on the same basis as property within the City of Sumner to pay for the outstanding indebtedness of the City existing at the date of annexation. The petition for annexation shall clearly indicate these facts.

Section 5. Severability. If any section, subsection, sentence, clause, phrase, or other portion of

this resolution, or its application to any person or entity, is, for any reason, declared invalid, in whole or in part by any court or agency of competent jurisdiction, said decision shall not affect the validity of the remaining portions hereof.

Section 6. Corrections by City Clerk or Code Reviser. Upon approval of the city attorney, the city clerk and the code reviser are authorized to make necessary corrections to this ordinance, including the correction of clerical errors; ordinance, section, or subsection numbering; or references to other local, state, or federal laws, codes, rules, or regulations.

Section 7. Effective Date. This resolution shall take effect immediately, as provided by law.

ADOPTED by the City Council of the City of Sumner, Washington, on the 3rd day of August, 2026.

Carla Bowman, Mayor

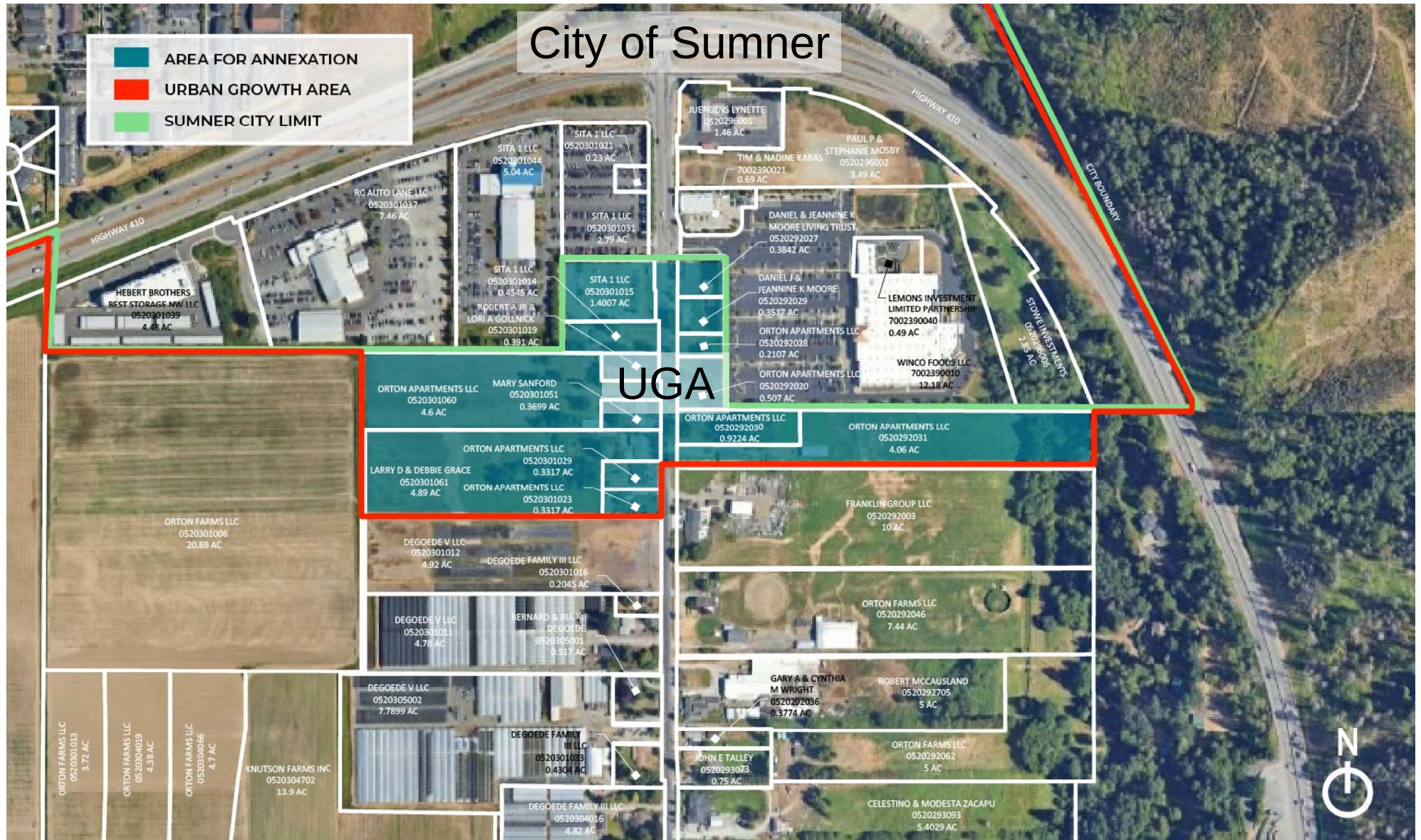
APPROVED AS TO FORM:

ATTEST:

City Attorney

Michelle Converse, City Clerk

EXHIBIT A - Annexation Area Map



SUBJECT: Approval of the meeting minutes from the regular council meeting of July 6, 2026, July 20, 2026 and July 27, 2026 study session.

CATEGORY: Consent

BUDGET IMPACT:

Expenditure Required: None

Within Budget Allocation: N/A

ATTACHMENTS:

1. Minutes - July 6, 2026
2. Minutes - July 20, 2026
3. Minutes - July 27, 2026

STAFF CONTACT:

SUMMARY BACKGROUND:

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

STAFF RECOMMENDATIONS/MOTION:



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

Staff present: Wilson, Marquez, Ruth, Windish, Palmer, Steffens, Raymond, Beagle, McCurdy, Kosa, Johnstone and Converse

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

CALL TO ORDER

Pledge of Allegiance

Invocation – Chris Lumsden

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

DEPUTY MAYOR ELFERS WAS ABSENT. PER COUNCIL RULES, HE NOTIFIED MAYOR AND CITY ADMINISTRATOR.

MOVED BY KENNA SECONDED BY EVERS TO EXCUSE THE ABSENCE OF DEPUTY MAYOR ELFERS FROM TONIGHT'S MEETING.

PASSED BY VOICE VOTE.

CONSENT AGENDA

MOVED BY KENNA SECONDED BY MALCOLM TO APPROVE THE CONSENT AGENDA CONSISTING OF:

1. Approval of the meeting minutes from the following: April 13, 2026 Study Session, May 18, 2026, Regular Council Meeting, June 8, 2026, Study Session, June 8, 2026, Special Council meeting, June 22, 2026 Study Session
2. Approval of the check/electronic payments in the amount of \$3,652,810.78.
3. Hunt Avenue Reconstruction - Design Contract Amendment
4. Resolution No. 1752 - Puyallup River Trail Crossings Planning Study Grant Acceptance
5. Main Street Crossings - Design Contract Amendment
6. AXON Police Technology Contract 2026-2030
7. Resolution 1753- Interlocal Agreement Amending and Restating the Pierce County Tourism Promotion Area
8. Police Radio Replacement Contract

PASSED BY VOICE VOTE.

PUBLIC HEARING

REGULAR BUSINESS

1. Unfinished Business

2. Public Comment

Dawn Land, Milton, WA

3. New Business

a. Ordinance No. 2971 – Early Learning Facilities Transportation Impact Fee Reduction

MOVED BY HOCHSTATTER TO APPROVE ORDINANCE NO. 2971 - EARLY LEARNING FACILITIES TRANSPORTATION IMPACT FEE REDUCTION
SECONDED BY EVERS.

Development Services Director Doug Beagle addressed the Council.

PASSED BY ROLL CALL VOTE.

b. Ordinance No. 2970 – Cross-Connection Control Program

MOVED BY EVERS SECONDED BY MALCOLM TO APPROVE ORDINANCE NO. 2970 – CROSS-CONNECTION CONTROL PROGRAM.

Public Operations Director Ryan Johnstone spoke to the topic.

PASSED BY ROLL CALL VOTE.

c. Ordinance No. 2969 – Amending the 2025/2026 Biennial Budget

MOVED BY MALCOLM SECONDED BY KENNA TO APPROVE ORDINANCE NO. 2969 – AMENDING THE 2025/2026 BIENNIAL BUDGET

Chief Financial Officer Kassandra Raymond addressed the item.

PASSED BY ROLL CALL VOTE.

d. Ordinance No. 2964- Zoning Code Text Amendment – Childcare Centers

MOVED BY HOCHSTATTER SECONDED BY KENNA TO APPROVE ORDINANCE NO. 2964 – ZONING CODE TEXT AMENDMENT – CHILDCARE CENTERS

Community and Economic Development Director Ryan Windish spoke to the item.

PASSED BY ROLL CALL VOTE.

4. Reports

a. Council

Councilmember Malcolm he has enjoyed a couple of tours of the City's facilities and thanked staff for leading them.

Councilmember Evers commented on how Councilmember Reinke was missed at tonight's meeting. He continued his comments by talking about Rhubarb Days and how far it's come from the early days of Sumner's Arts Festival.

Councilmember Hochstatter piggy backed on Councilmember Evers comments regarding the late Councilmember Reinke, his servant heart and that classic line, “I don’t know, but we’ll figure it out.” He also commented on another loss of a former football player. It’s important that we as a community celebrate together and we grieve together.

Councilmember Wilsey also mentioned that we are going to miss Councilmember Reinke. She also reported on Rhubarb Days, it was a fun community event. She thanked the Sumner Main Street Association and reminded everyone they are a group of volunteers.

Councilmember Kenna, thanked the public for their comments. He made a statement about his friend and colleague Greg Reinke.

b. City Administrator

City Administrator Jason Wilson began his report regarding Councilmember Reinke and how his loss has been felt amongst our staff. Adding, some members of staff worked with Greg when Sumner had their own Fire Department.

He then reported on the following:

Upcoming Policy Issues:

- July 13th – Study Session
- SE UGA Annexation Petition (166th)

- July 20th – Regular Council Meeting
- Police Radio Replacement Contract
- Municipal Court Grant Acceptance (Community Court)

Miscellaneous:

- Greg Reinke’s memorial is July 18th at 1pm at Calvary Church. It’s open to the public to attend.

c. Mayor

Mayor Bowman we will all miss Councilmember Reinke you could always get the straight talk with him. She then pivoted to Rhubarb Days and how great it was. Music off Main kicks off this Friday night at 6:30pm. This year the Sumner Nigh Market and Beer Garden will be opening at 5pm will also be held on Fridays.

EXECUTIVE SESSION

ADJOURNMENT

The Mayor reconvened the regular meeting. With no further business before the Council, the Regular Council meeting ended at 6:59pm.

ATTEST:

Michelle Converse, CMC, City Clerk

Carla S. Bowman, Mayor



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

Staff present: Wilson, Marquez, Ruth, Windish, Moericke, Palmer, Steffens, Raymond, Beagle, McCurdy, Kosa, and Converse

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

CALL TO ORDER

Pledge of Allegiance

Invocation – Steve Starr

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

CONSENT AGENDA

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

1. Resolution No. 1754 - Sumner Municipal Court Grant Awards.
2. Approval of the meeting minutes from the regular meetings of April 6, and June 1, 2026, Special Study Session of June 29, 2026, and July 13, Study Session.
3. Approval of checks and electronic payments in the amount of \$3,767,566.42.
4. Resolution 1755 - Setting Public Hearing for Intergovernmental Transfer of Bill Heath Sports Complex.

PASSED BY VOICE VOTE.

PUBLIC HEARING

REGULAR BUSINESS

1. Unfinished Business

2. Public Comment

Randall Adams, Sumner, WA.

3. New Business

a. Design Commission Appointment

MOVED BY HOCHSTATTER SECONDED BY ELFERS TO APPROVE THE
MAYORAL APPOINTMENT OF JAMES MILL TO THE DESIGN COMMISSION

Senior Planner Scott Waller addressed the Council.

Mr. Mill thanked the Mayor and Council for the opportunity.

PASSED BY ROLL CALL VOTE.

b. Council Regional Appointment

MOVED BY ELFERS SECONDED BY KENNA TO CHOOSE A NEW REPRESENTATIVE FOR PIERCE COUNTY REGIONAL COUNCIL WITH A TERM ENDING IN 2027.

Deputy City Administrator Jeff Steffens spoke to the item.

Deputy Mayor Elfers nominated Councilmember Malcolm.

Councilmembers approved Malcolm as the representative for the Pierce County Regional Council.

4. Reports

a. City Administrator

City Administrator Jason Wilson's report included the following:

Upcoming Policy Issues:

- July 27th – Study Session
- State of the Library Update
- Public Safety Sales Tax

- August 3rd – Regular Council Meeting
- Ordinance E-bikes / E-motorcycles
- Ordinance Food Truck Pods
- Resolution Annexation
- Ordinance Building Fees

Mr. Wilson then acknowledged City Attorney Andrea Marquez as this was her last council meeting. She will be moving on to a new position. Mr. Wilson highlighted her accomplishments with the City and the respect throughout the state. She will be very hard to replace and greatly missed. Mr. Wilson presented Ms. Marquez with the customary Sumner Street sign and wished her the best.

b. Council

Councilmember Malcolm spoke about Greg's celebration of life. He expressed appreciation to Andrea for her service. He ended his report speaking about Music Off Main concert series and the Night Market.

Councilmember Evers thanked Andrea for her service. He attended Greg Reinke's service and he saw several firefighters from Sumner. He ended his report by sharing an update of the Pierce County Regional Council.

Councilmember Hochstatter echoed thoughts about Greg Reinke's service and how wonderful and inspiring it was. He highlighted Greg's servant leadership. He thanked Andrea Marquez and her 'all in' commitment to the community. He ended his comments about the synergy created through with the Music off Main concert series.

Councilmember Wilsey was not able to attend the service though it sounded wonderful. There are two more Music off Main concerts in July and one in August which begins with the Chalk Art Festival. She commended Lana Hoover for her great job coordinating the events on behalf of the City, in partnership with the Sumner Main Street Association. She concluded her remarks by wishing Andrea Marquez blessings on her next journey.

Councilmember Kenna provided the Public Works report. He thanked Andrea for the

thoughtful and caring way she handles all questions, noting that her next employer will be fortunate to have her. He expressed his appreciation for her service. He concluded his comments by acknowledging Greg Reinke.

Deputy Mayor Elfers thanked JR Mill for his service on the Design Commission and reminded the audience that the Council vacancy remains open. He provided an update from the Finance Committee and noted his attendance at the memorial for Greg Reinke. He congratulated the Police Department on their recent operation and their ongoing work to keep the streets safe. He concluded by thanking Andrea Marquez for her service and wishing her well in her next position

c. Mayor

Thank you Mr. Mill for applying to the Design Commission. Thank you to Andrea for all your hard work and we appreciate everything that you have done.

We've had two concerts so far, and the new park design has proven to be a great setting for them. There has been discussion about expanding the beer garden. The night market has been a huge success, we've set the bar high and are using Hops Alley the way it was intended. The market begins at 5pm., with concerts starting at 7pm.

Last week the Tacoma News Tribune featured in the old Bank of America, they are investing their money in Sumner because we are investing in Sumner. Let's all make that commitment that this will be a positive addition to our community.

She shared there will be a pop-up at Lucy Ryan Park on July 21, asking what the community wants to see there. Thank you to the Parks Department for making sure the park is ready.

She ended her comments by highlighting a significant success by the Police Department. They shut down a street take-over which carries risk as these incidents increasingly occur during the day. This success will hopefully send a strong message to others. She also thanked the Bonney Lake and Puyallup Police Departments for their assistance.

EXECUTIVE SESSION

With no other business before the Council, Mayor Bowman ended the meeting at 6:38pm. Councilmembers concurred.

ATTEST:

Michelle Converse, CMC, City Clerk

Carla S. Bowman, Mayor



Staff present: Wilson, Ruth, Kosa, Johnstone, Steffens, Steffens, Raymond, McCurdy, Beagle

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

THE MEETING WAS CALLED TO ORDER AT 6:00PM BY MAYOR BOWMAN.

STUDY SESSION BUSINESS

1. State of the Library – Update

City Administrator Jason Wilson and Pierce County Library District Executive Director Gretchen Casserotti

2. Public Safety Sales Tax

City Administrator Jason Wilson

CITY ADMINISTRATOR REPORT

AGENDA SETTING

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

EXECUTIVE SESSION

ADJOURNMENT

At 7:12pm, Mayor Bowman adjourned the meeting.

Michelle Converse, City Clerk

Attest:

Carla S. Bowman, Mayor

SUBJECT: 24th Emergency Storm Repair - Construction Contract Ratification

CATEGORY: Consent

BUDGET IMPACT:

Expenditure Required: \$1,304,045.94

Within Budget Allocation: N/A

ATTACHMENTS:

1. 24th Emergency Storm Repair Construction Contract Ratification - Rodarte

STAFF CONTACT: Robert Wright, Assistant Engineering Manager

SUMMARY BACKGROUND:

On February 24, 2026, the City discovered that approximately 15 feet of a 48" diameter storm main collapsed, causing a large sinkhole to form in a location near 142nd and 24th streets. Investigation following the sinkhole showed approximately 300 feet was failing and at immediate risk of further collapse while the upstream 300 feet was in poor condition and risk of failure in the near future. On February 27, 2026, an emergency was declared allowing the City to waive the competitive bidding process. The City received several informal quotes for the work. Rodarte Construction's quote was the lowest, and they were additionally available to mobilize on site to secure the area immediately. Rodarte was then issued a scope of work outlining the normal contract requirements such as prevailing wage, insurance, etc. Due to the emergency, the work was tracked and paid per Force Account on a time and material basis. The Contract with Rodarte had an estimated total cost of \$1,200,000 plus a 10% contingency.

Pursuant to the Emergency Declaration, to mitigate and minimize further risk and community impact, the Contractor was authorized to commence work prior to execution of this Agreement. Rodarte began work on February 27 and completed the work May 1st at a final cost of \$1,304,045.94.

COUNCIL COMMITTEE/STUDY SESSION: Public Works Committee

MEETING/STUDY SESSION DATE: 7/21/2026

COMMITTEE RECOMMENDATION: Do Pass

STAFF RECOMMENDATIONS/MOTION:

A motion ratifying actions taken by the Mayor and City Administrator to execute all necessary contract documents with Rodarte Construction, Inc., in an amount of \$1,304,045.94 for the Emergency Storm Repair 24th (CIP 26-01), substantially in a form approved by the City Attorney.

PUBLIC WORKS CONTRACT

between City of Sumner and

Rodarte Construction, Inc.

THIS AGREEMENT, made and entered into this day of 5/12/2026 | 1:31 PM PDT, between the City of Sumner under and by virtue of Title 35 RCW (Cities and towns) as amended and Rodarte Construction, 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

CIP 26-01 Emergency Repair of a Collapsed Storm Main at the Location of 142nd and 24th Street

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, including but not limited to the Emergency Declaration dated February 27, 2026, the approved Scope of Work, and any supplemental materials collectively referred to as the 'Contract Documents.' All such Contract Documents 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. This contract is issued under the authority of RCW 39.04.280 and the City of Sumner Mayor's Emergency Declaration dated February 27, 2026, waiving competitive bidding requirements due to immediate threat to public property, community safety and essential government functions. All provisions of the City's emergency procurement procedures in the Purchasing & Contracting Manual apply. Pursuant to the Emergency Declaration, to mitigate and minimize further risk and community impact, the Contractor was authorized to commence work prior to execution of this Agreement. All such work is hereby incorporated and governed by this Agreement.

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

II. The City of Sumner hereby promises and agrees with the Contractor to employ, and does employ the Contractor to provide the materials and to do and cause to be done the above described work and to complete and finish the same in accord with the attached plans and specifications and the terms and conditions herein contained and hereby contracts to pay for the

same according to the attached specifications and the schedule of unit or itemized prices at the time and in the manner upon the conditions provided for in this contract. The Contractor for himself/herself, and for his/her heirs, executors, administrators, successors, and kin, does hereby agree to the full performance of all the covenants herein contained upon the part of the Contractor.

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

The Contractor shall defend, indemnify and hold the Public Entity, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or in connection with the performance of this Agreement, except for injuries and damages caused by the sole negligence of the Public Entity. Other than as expressly provided for in this agreement, no Party shall be liable under any provision of this Agreement for any losses, damages, costs or expenses for any special, indirect, incidental, consequential, or punitive damages, including but not limited to loss of profit or revenue, loss of the use of equipment, cost of capital, cost of temporary equipment or services, whether based in whole or in part in contract, in tort, including negligence, strict liability, or any other theory of liability

Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Contractor and the Public Entity, its officers, officials, employees, and volunteers, the Contractor's liability hereunder shall be only to the extent of the Contractor's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the Contractor's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Agreement.

A. Insurance Term

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

B. No Limitation

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

C. Minimum Scope of Insurance

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

1. Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be at least as broad as Insurance Services Office (ISO) form CA 00 01.

2. Commercial General Liability insurance shall be at least as broad as ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, stop gap liability, independent contractors, products-completed operations, personal injury and advertising injury, and liability assumed under an insured contract. The Commercial General Liability insurance shall be endorsed to provide a per project general aggregate limit, using ISO form CG 25 03 05 09 or an equivalent endorsement. There shall be no exclusion for liability arising from explosion, collapse or underground property damage. The Public Entity shall be named as an additional insured under the Contractor's Commercial General Liability insurance policy with respect to the work performed for the Public Entity using ISO Additional Insured endorsement CG 20 10 10 01 and Additional Insured-Completed Operations endorsement CG 20 37 10 01 or substitute endorsements providing at least as broad coverage.
3. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.
4. Builders Risk insurance covering interests of the Public Entity, the Contractor, Subcontractors, and Sub-subcontractors in the work. Builders Risk insurance shall be on a special perils policy form and shall insure against the perils of fire and extended coverage and physical loss or damage including flood, earthquake, theft, vandalism, malicious mischief, and collapse. The Builders Risk insurance shall include coverage for temporary buildings, debris removal, and damage to materials in transit or stored off-site. This Builders Risk insurance covering the work will have a deductible of \$5,000 for each occurrence, which will be the responsibility of the Contractor. Higher deductibles for flood and earthquake perils may be accepted by the Public Entity upon written request by the Contractor and written acceptance by the Public Entity. Any increased deductibles accepted by the Public Entity will remain the responsibility of the Contractor. The Builders Risk insurance shall be maintained until the Public Entity has granted substantial completion of the project. An installation floater may be acceptable in lieu of Builders Risk for renovation projects only if approved in writing by the Public Entity.

D. Minimum Amounts of Insurance

The Contractor shall maintain the following insurance limits:

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

E. Public Entity Full Availability of Contractor Limits

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

F. Other Insurance Provision

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

G. Contractor's Insurance for Other Losses

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

H. Waiver of Subrogation

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

I. Acceptability of Insurers

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

J. Verification of Coverage

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

K. Subcontractors

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

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

L. Notice of Cancellation

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

M. Failure to Maintain Insurance

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

N. Additional Insurance

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

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

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

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

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

The Contractor and any subcontractors shall comply with E-Verify as set forth in Sumner Municipal Code Chapter 3.30. E-Verify is an Internet-based system operated by United States Citizenship and Immigration Services in partnership with the Social Security Administration. E-Verify is free to employers and is available in all 50 states. E-Verify provides an automated link to federal databases to help employers determine employment eligibility of new hires and the validity of their Social Security numbers. The Contractor shall enroll in, participate in and document use of E-Verify as a condition of the award of this contract. The Contractor shall continue participation in E-Verify throughout the course of the Contractor's contractual relationship with the City. If the Contractor uses or employs any subcontractor in the performance of work under this contract, or any subsequent renewals, modifications or extension of this contract, the subcontractor shall register in and participate in E-Verify and certify such participation to the Contractor. Upon execution of this Contract, the Contractor shall provide proof of compliance with this section by filling out and signing the attached Certification of Compliance with Sumner's Municipal Code 3.30 "E-Verify" attached hereto as Exhibit B.

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

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

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

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

CONTRACTOR: By: <u>DocuSigned by: Jared Rodarte</u> 94FB9261EED145C... <i>(signature)</i> Print Name: <u>Jared Rodarte</u> Title: <u>President</u> <i>(Title)</i> DATE: <u>5/12/2026 10:37 AM PDT</u>	CITY OF SUMNER: By: <u>Signed by: Carla S. Bowman</u> 478BD8FD84464/D... <i>(signature)</i> Print Name: <u>Carla S. Bowman</u> Its <u>Mayor</u> <i>(Title)</i> DATE: <u>5/12/2026 1:20 PM PDT</u>
---	---

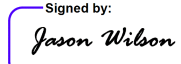
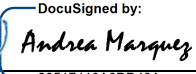
	Signed by:  6007C00DBF964A7... By: _____ (signature) Print Name: <u>Jason Wilson</u> Its <u>City Administrator</u> (Title) DATE: <u>5/12/2026 1:19 PM PDT</u> Attest: Approved as to form: DocuSigned by:  9BA22DE678404D1... City Clerk DocuSigned by:  20517410A6DD49A... City Attorney DATE: <u>5/12/2026 1:31 PM PDT</u> DATE: <u>5/12/2026 10:44 AM PDT</u>
NOTICES TO BE SENT TO: CONTRACTOR: April Rodarte Rodarte Construction, Inc. 17 East Valley Hwy East Auburn, WA 98092 253-939-0532 (telephone) april@rodarteconstruction.com (email)	NOTICES TO BE SENT TO: CITY OF SUMNER: Robby Wright, Assistant Engineering Manager City of Sumner 1104 Maple Street Sumner, WA 98390 253-299-5708 (telephone) RobertW@sumnerwa.gov (email)

Exhibit A
Scope and Schedule of Work



CITY OF
SUMNER
WASHINGTON

SCOPE OF WORK

**EMERGENCY REPAIR OF A COLLAPSED STORM MAIN AT
THE LOCATION OF 142ND AND 24TH ST
Prevailing Wages Are Required To Be Paid**

Please examine the attached scope of work related to the proclamation of emergency pursuant to RCW 39.04.280. A sample public works contract is also attached; all provisions in the contract apply in addition to prevailing wages, insurance requirements, etc. as outlined in this scope of work.

PROJECT TITLE: Emergency Storm Repair 24th

Date: ~~February 27, 2026~~ Amended: March 2, 2026

DESCRIPTION OF WORK

On 24th Street East, East of 142nd Ave E, replace approximately ~~300~~ 600 LF of storm main between the two existing manholes. Replacement shall include ~~48" ADS pipe~~ 48" reinforced concrete pipe, pipe zone bedding, backfilling trench, and replacement of asphalt roadway section. Contractor is responsible for providing bypass pumping and video inspection of existing storm infrastructure as needed. Contractor is responsible for providing special inspection for material testing including but not limited to compaction. Work is further defined in Exhibit A

STATE CERTIFICATION IS REQUIRED.

Must have proper certifications and licenses for and follow all applicable Federal, State and Local codes and regulations. All work shall be completed in conformance with the City of Sumner Standards.

All work shall be completed in conformance with the 2024 WSDOT Standard Specifications for Road, Bridge and Municipal Construction, DOT Form 224-698 EF, and the City of Sumner Standards.

All work must comply with the current International Building Codes, the Uniform Plumbing Code, and the Washington State Amendments.

All work, equipment and materials shall conform to the 2024 Washington State Standard Specifications, the International Building Code (2018), and the City of Sumner Development Specifications and Standards.

PROJECT COST

Work will be performed on a Time & Materials basis ~~expected~~ not to exceed ~~\$900,000.00~~ \$1,200,000. This scope of work is subject to use tax under Section 1-07.2(1), and not subject to retail sales tax.

PREVAILING WAGES

This project is subject to all provisions of RCW 39.12. A copy of the applicable prevailing wage schedule will be furnished upon request or can be obtained at Labor and Industries website at

<http://www.lni.wa.gov/TradesLicensing/PrevWage/WageRates> .

No payment shall be issued until the City receives a "Statement of Intent to Pay Prevailing Wages" form, approved by the State Department of Labor and Industries from the Contractor and every Subcontractor performing work on the site.

No release of retainage will be made until 45 days after the City receives an "Affidavit of Wages Paid" from all contractors performing work on the site; receipt of releases from the Department of Revenue, Department of Labor &

Industries, and the Employment Security Department; and settlement of any liens filed under RCW Chapter 60.28, whichever is later.

INDUSTRIAL INSURANCE (WORKERS COMP)

All Contractors and Subcontractors are required to pay industrial insurance for all employees involved in the performance of the work described herein. Failure to pay will be a breach and justify a demand on the contract bond. This obligation survives final acceptance. Industrial Insurance rates may be found on the web at

<http://www.lni.wa.gov/ClaimsIns/Insurance/RatesRisk/default.asp>.

INSURANCE

Contractor shall procure and keep in force during the term of this contract Commercial General Liability insurance on an occurrence basis in an amount not less than \$2,000,000 per occurrence and at least \$2,000,000 in the annual aggregate, including but not limited to premises/operations (including off-site operations), blanket contractual liability and broad form property damage. Prior to the Contractor performing any work under this contract, Contractor shall provide the City with a Certificate of Insurance evidencing the insurance required and, by endorsement to Contractor's liability policy(ies), naming the City of Sumner, its officers, employees, and agents as Additional Insureds.

The Contractor agrees to repair and replace all property of the City and all property of others damaged by itself, its employees, and subcontractors, and agents.

It is understood that the whole of the work under this contract is to be done at the Contractor's risk and that the Contractor has familiarized itself with the conditions of excavation, backfill, materials, climatic conditions, and other contingencies likely to affect the work and has made its bid accordingly and that Contractor is to assume the responsibility and risk of all loss or damage to materials or work which may arise from any cause whatsoever prior to completion.

CITY OF SUMNER BUSINESS LICENSE

A current City of Sumner Business License is required from the Contractor and all Subcontractors prior to performing work in the City of Sumner. You may obtain an application by visiting our website at:

<http://sumnerwa.gov/living/business/license/>

RETAINAGE

Pursuant to RCW 60.28, a sum of five percent (5%) of the monies earned by the Contractor will be retained.

No release of retainage will be made until 45 days after the City receives an "Affidavit of Wages Paid" from all contractors performing work on the site; receipt of releases from the Department of Revenue, Department of Labor & Industries, and the Employment Security Department; and settlement of any liens filed under RCW Chapter 60.28, whichever is later.

PERFORMANCE & PAYMENT BOND

Pursuant to RCW 39.08.010, Payment and Performance Bond shall be required for this project. If the project is under \$150,000, the contractor may submit a letter on the contractor's letterhead stating the contractor is electing to have 10% withheld in lieu of a Payment and Performance Bond (See the attached Sample Contract under XV BOND).

PAYMENT SCHEDULE

Upon completion of the project, the City will process a payment to the Contractor in the amount of 95% of the total contract price, provided the City has received all approved Intent to Pay Prevailing Wages forms. The remaining 5% shall be held by the City for 45 days following the City's acceptance of the project, or until the City's receipt of all approved Affidavit of Wages Paid forms, required releases and settlement of any liens filed under RCW Chapter 60.28, whichever is later.

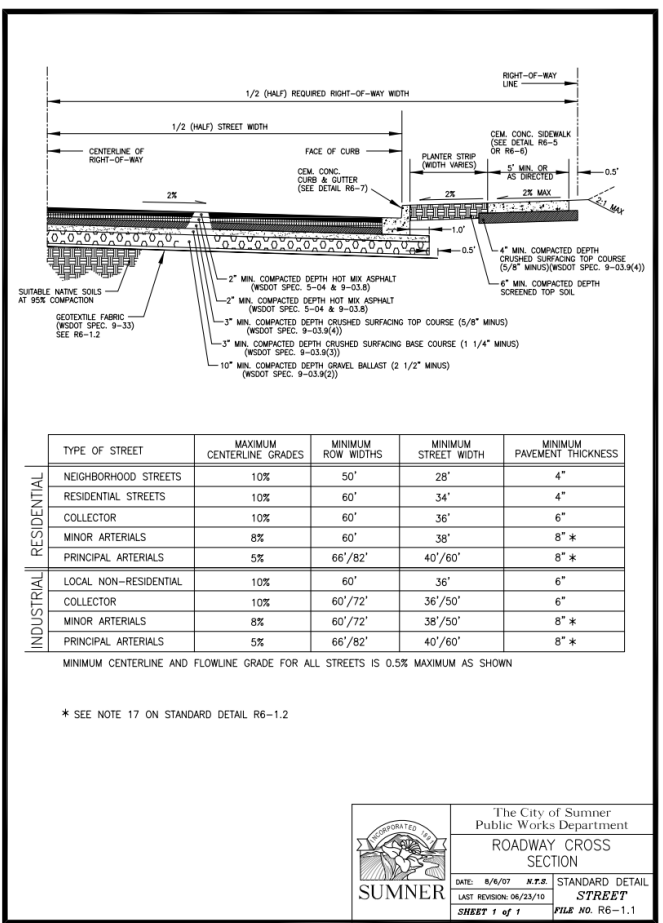
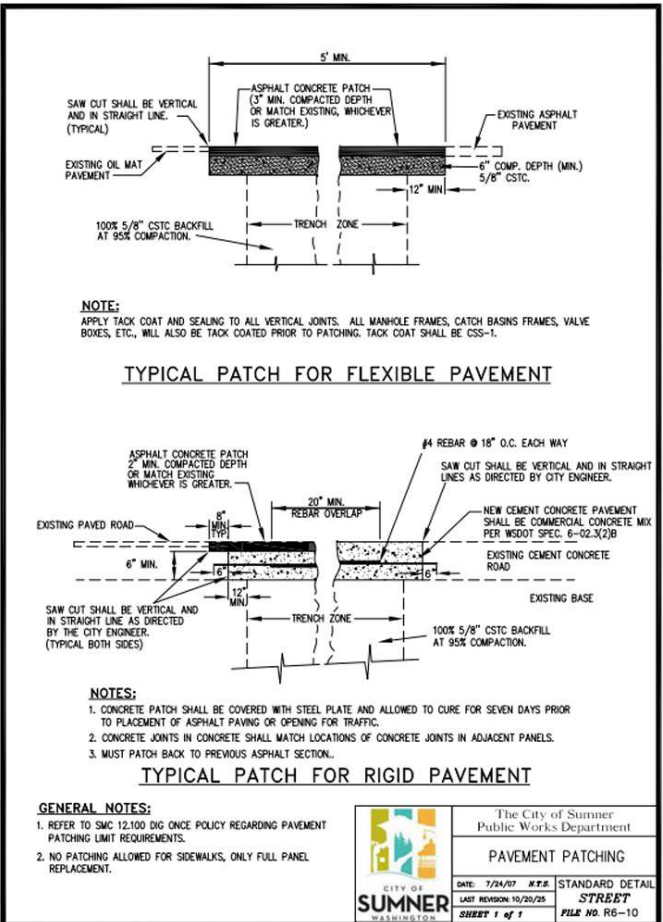
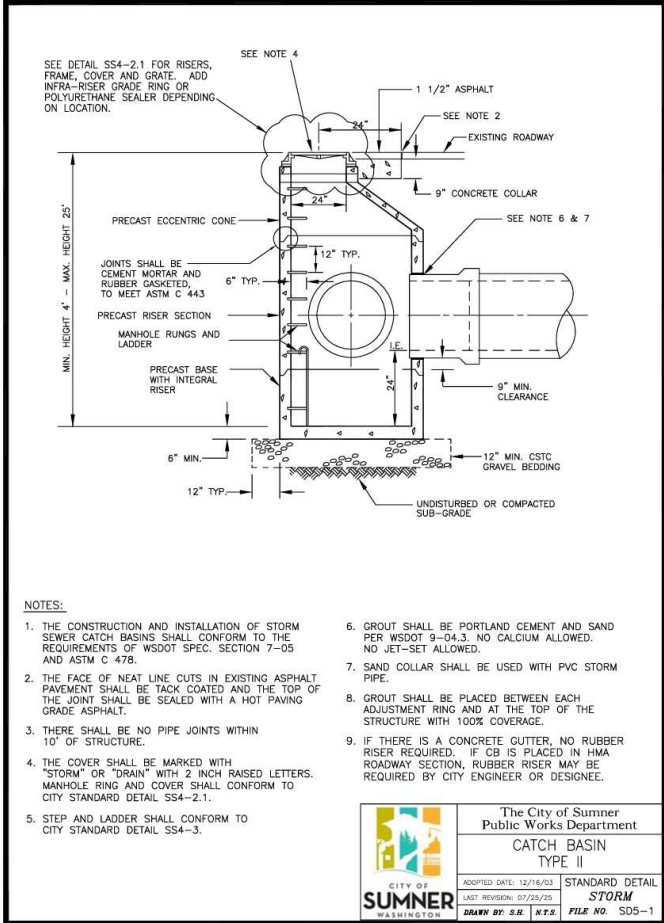
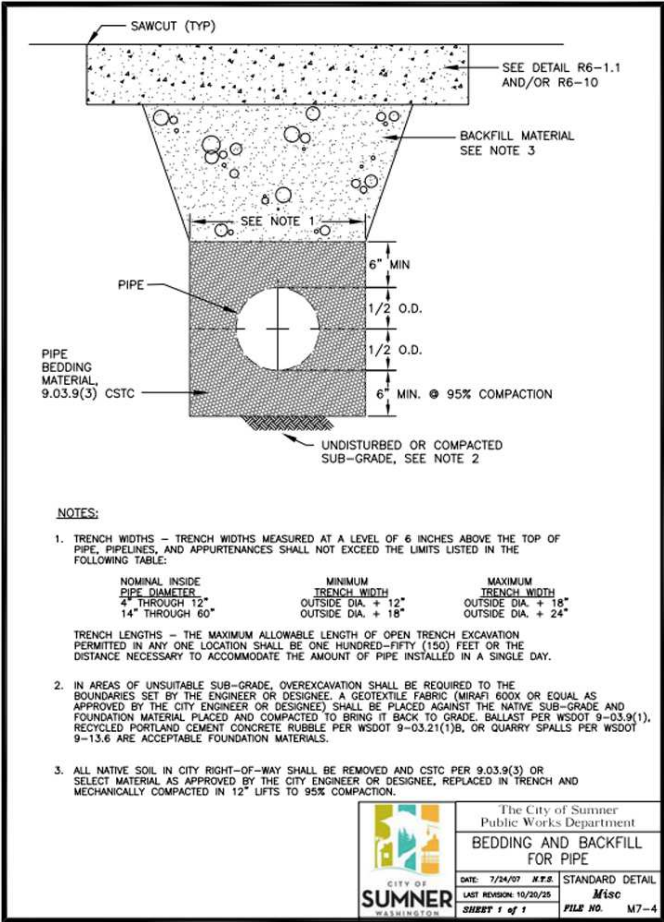
CONTACT PERSON

Robert Wright, Assistant Engineering Manager, at robertw@sumnerwa.gov

EXHIBIT A – Project Map and Details



- Red on the map indicates the length of pipe to be replaced in this scope of work **The additional 300 LF west of this line was added into the scope following additional camera inspection.**
- Green indicated the business access which shall be maintained to the maximum extent practicable



Special Details

Materials

Pipe: 300LF of pipe material shall be 48" ~~ADS-HP~~ reinforced concrete storm pipe or equivalent.

Pipe Bedding: CSTC meeting WSDOT 9.03.9(3) compacted to 95%. See City of Sumner Standard Detail M7-4

Backfill Material: Native backfill be shall be removed and hauled offsite. CSTC shall be placed and compacted as outlined in City of Sumner Standard Detail M7-4

Material Testing: Contractor to provide special inspection for material compaction. Compaction reports shall be reviewed and approved by City.

Asphalt: Asphalt patching should reference the industrial collector section on City of Sumner Standard Detail R6-1.1

Traffic Control

Contractor shall be responsible for traffic control. The western driveways of the warehouses north and south of 24th St E shall remain accessible to the maximum extent practical

Coordination with other Agencies

PSE high pressure gas main is located in the vicinity. PSE shall be on-site prior to excavation. Gas main may need supported by contractor at direction of PSE. PSE's contact is Troy Peterson, troy.peterson@pse.com, 1-206-396-0730



CITY OF
SUMNER
WASHINGTON

MEMORANDUM

DATE: 04/20/2026
TO: File
FROM: Robert Wright, Assistant Engineering Manager
CC: Michael Kosa, Public Works Director
RE: 24th Street Emergency Contract

On February 24, 2026, the City discovered that approximately 15 feet of a 48" diameter storm main collapsed, causing a large sink hole to form in a location near 142nd and 24th street. Investigation following the sinkhole showed approximately 300 feet was failing and at immediate risk of further collapse while the upstream 300 feet was in poor condition and risk of failure in the near future.

On February 27, 2026, an emergency was declared allowing the City to waive the competitive bidding process, pursuant to RCW 39.04.280 and Chapter 3 of the City's Purchasing Manual. All mandatory contract requirements remain in effect, including prevailing wage, insurance, retainage, and performance and payment bonding per the attached Scope of Work. The City received several informal quotes for the work. Rodarte Construction's quote was the lowest, and they were additionally available to mobilize on site to secure the area immediately. This contract award will be scheduled for ratification at the next available City Council meeting, and a report of the emergency procurement will be provided.

Later on February 27 after the emergency declaration, due diligence checks for Rodarte Construction were completed. Rodarte was then issued a scope of work outlining the normal contract requirements such as prevailing wage, insurance, etc. Due to the emergency, the work is being tracked and paid per Force Account on a time and material basis.

Rodarte began work on February 27 and is expected to be complete no later than April 30.

**CITY OF SUMNER
PROCLAMATION OF EMERGENCY PURSUANT TO RCW 39.04.280
RELATED TO EMERGENCY REPAIR OF A COLLAPSED STORM MAIN AT
THE LOCATION OF 142ND AND 24TH ST.**

Whereas, RCW 39.04.280 provides that the City, by resolution, may waive competitive bidding requirements for public works in the event of an emergency. For purposes of RCW 39.04.280, an "emergency" is any unforeseen circumstance beyond the control of the municipality that either (a) presents a real, immediate threat to the proper performance of essential functions; or (b) will likely result in material loss or damage to property, bodily injury, or loss of life if immediate action is not taken; and

Whereas, on Tuesday, February 24, 2026, the City discovered that approximately 15 feet of a 48" diameter storm main collapsed, causing threat of additional collapse to what is now believed to be approximately 300 feet of the line and causing a sink hole to form in a location near 142nd and 24th street, which is the main trunk line servicing some of the City's largest manufacturing and industrial warehouses and occurring in a road location that bears heavy truck traffic; and

Whereas, in December 2025 the City experienced an unprecedented 100-year flood event, leading to a declared emergency at the state and local levels, which flood event caused excessive and catastrophic stress on this aging storm main, ultimately exacerbating the risk of this damage and leading to the accelerated collapse of the line.

Whereas, the failed storm main is also nearby and lower than Puget Sound Energy's 16-inch high-pressure gas main, rendering the immediate repair of this damage even more critical to avoid material loss or damage to not only City property, but to that of PSE and its customers; and

Whereas, the failed storm trunk line drains a large portion of the City's Manufacturing and Industrial Center, and the collapsed portion of pipe is about 500 linear feet from the outfall to the White River, possibly jeopardizing water that enters the White River and leading to flooding on adjacent private property due to a lack of stormwater conveyance; and

Whereas, a portion of this main thoroughfare is currently closed and the City has taking measures to bypass pump the stormwater in the location of this line, and will resume if moderate to heavy rainfall is experienced or if necessary to protect and preserve adjacent storm infrastructure; and

Whereas, repair of the 48" diameter storm main and all adjacent damage to the City's storm infrastructure constitutes a "public work" as defined by RCW 39.04.010(4); and

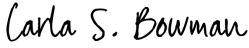
Whereas, an emergency repair is needed to quickly restore the storm main, mitigate damage, avoid private property damage, preserve clean water entering the White River,

re-open this major corridor and get this storm main back in service promptly without damaging the PSE high pressure gas main; and

Whereas, City code and state law require that the Sumner City Council ratify and confirm, as early as practicable, any declaration of emergency.

NOW, THEREFORE, BE IT PROCLAIMED BY THE MAYOR OF THE CITY OF SUMNER that a public works emergency exists in the City of Sumner; therefore, the City of Sumner is authorized to take emergency actions including waiver of competitive bidding requirements for the repair of the collapsed storm main causing a sinkhole and posing a risk to the public health and essential services, including the risk of material loss or damage to property if not repaired expeditiously. The Mayor and/or the City Administrator for the City of Sumner is authorized to exercise the powers vested under this proclamation in the light of the urgent requirements of an emergency situation without regard to time-consuming procedures and formalities prescribed by law (excepting mandatory constitutional requirements).

Dated this 27th day of February, 2026.

Signed by:

E6088B65DAAB400...
Carla S. Bowman
Mayor of the City of Sumner

Signed by:

6007C00DBF964A7...
Jason Wilson, City Administrator

Approved as to form:
DocuSigned by:

29517410A6DD49A...
Andrea Marquez, City Attorney

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

Rodarte Construction, 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.

DocuSigned by:

Jared Rodarte

94F0B920TEED743C...

NAME

President

TITLE

5/12/2026 | 10:37 AM PDT

DATE

EXHIBIT C

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

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

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

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

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

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

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

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

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

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

(ii)

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

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

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

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

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

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

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

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

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

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

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

(3) Payrolls and basic records.

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

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

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

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

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

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

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

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

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

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

(4) Apprentices and trainees.

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

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

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

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

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

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

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

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

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

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

(10) Certification of eligibility.

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

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

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

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

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

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

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

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

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

SUBJECT: Fryar Ave Trail - Design Contract Amendment

CATEGORY: Consent

BUDGET IMPACT:

Expenditure Required: \$474,819

Within Budget Allocation: Yes

ATTACHMENTS:

1. Fryar Ave Trail - Design Contract Amendment (Supp 11)

STAFF CONTACT: Andrew Leach, Senior Associate City Engineer

SUMMARY BACKGROUND:

This project will construct approximately 3,300 linear feet of shared use path that parallels Fryar Avenue from West Main Street to Puyallup Street. The City has been awarded state funding through the WSDOT Pedestrian and Bicycle Program, as well as PSRC grant funding for the design, right of way, and construction phases of the project.

This supplement adds funding for the contract engineer (WSP) to complete the design of the project as well as design support during construction. This supplement supports the design changes to the project due to the private development that occurred on Fryar Avenue and changes to the trail alignment after consultations with local tribes. The contract amount was \$579,828.00 and the supplement adds \$474,819 for a total contract cost of \$1,054,647. This additional cost will be covered by the WSDOT Pedestrian & Bicycle Program grant.

COUNCIL COMMITTEE/STUDY SESSION: Public Works Committee

MEETING/STUDY SESSION DATE: 7/21/2026

COMMITTEE RECOMMENDATION: Do Pass

STAFF RECOMMENDATIONS/MOTION:

A motion approving a supplement to WSP's contract for the Fryar Avenue Shared Use Trail (CIP 14-01), increasing the contract amount by \$474,819.00 to a total authorized amount not-to-exceed \$1,054,647.00, and authorizing the Mayor and City Administrator to execute any and all documents necessary to effectuate the amendment, substantially in a form as approved by the City Attorney.



Supplemental Agreement Number <u>11</u>		Organization and Address WSP USA, Inc. 1201 Pacific Avenue, Suite 550 Tacoma, WA 98402 Phone: 206-431-2300	
Original Agreement Number N/A			
Project Number TAP-CM-HLP-1270(012)	Execution Date 6/18/2014	Completion Date 12/31/2029	
Project Title Fryar Avenue Shared Use Trail	New Maximum Amount Payable \$1,054,647		
Description of Work Supplement #11 extends the time to December 31, 2029 as the description of work described in Exhibit A-1.			

The Local Agency of City of Sumner
desires to supplement the agreement entered in to with WSP USA, Inc.
and executed on 6/16/2014 and identified as Agreement No. N/A
All provisions in the basic agreement remain in effect except as expressly modified by this supplement.
The changes to the agreement are described as follows:

I

Section 1, SCOPE OF WORK, is hereby changed to read:

The consultant will develop the final design as well as provide design support services during construction of the Fryar Avenue Shared Use Trail project, as described in Exhibit A-1.

II

Section IV, TIME FOR BEGINNING AND COMPLETION, is amended to change the number of calendar days for completion of the work to read: Extended from 12/31/2027 to 12/31/2029

III

Section V, PAYMENT, shall be amended as follows:

Current contract amount: \$579,828 + new Supp #11: \$474,819 (Per Exhibit E-1 attached) = New Max Amount Payable of \$1,054,647.

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

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

By: WSP USA, Inc. By: City of Sumner

Consultant Signature

Approving Authority Signature

Date

EXHIBIT A-1: SCOPE OF WORK – SUPPLEMENT NO. 11

PLANS, SPECIFICATIONS, AND ESTIMATES

FRYAR AVENUE TRAIL

CITY OF SUMNER

PROJECT BACKGROUND

As part of this contract, the project was designed to a pre-90 percent level and will be put on hold for about 18 months by the City of Sumner (CITY). During this time, the CITY may request minor consultant services to adjust the trail and to account for any private development or other changes to the site.

This supplement modifies the scope of work to include work completed in this “design hold” period and to update the design to current standards once work recommences. It also accounts for design coordination with developers along Fryar Avenue. The level of effort to support these efforts is unknown and may require a future supplement, depending on the magnitude of any requested changes.

SCOPE OF WORK

TASK 1.0: PROJECT ADMINISTRATION

Subtask 1.5 Project Shutdown Demobilization and Remobilization (Modified)

Additional effort will be required to mobilize staff and restart and progress the design from 2024 to 2026, including meetings and coordination, reviewing design files and calculations, and updating them to comply with current standards.

Deliverable(s)

- Updated project schedules, if required (one copy)
- Updated contract forms and certifications

Subtask 1.6 Coordination with Developers (New)

Additional effort will be required to coordinate the trail design with developer plans along Fryar Avenue. CONSULTANT shall attend meetings, prepare memoranda and exhibits, and modify plans as necessary based on developer changes.

Deliverable(s)

- Design Change Memoranda (2)
- Design Change Exhibits (2)
- Updated plans (if needed)

TASK 2.0: SITE SURVEY

Subtask 2.1 Topographic Boundary Survey

Additional effort will be required to capture aboveground surface features at and near the demolished building at 707 W. Main Street in the vicinity of the proposed trail, north of the

Cannery Way bridge on the east side of the White River to document existing site drainage facilities, and the trail, curb, sidewalk, and planter areas at the newly constructed Fryar Flats Apartments at 1228 Fryar Avenue.

Subtask 2.3 Creation of Base Map Files for Design

Additional effort will be required to update the existing topographic base CAD file to include the features listed in Subtask 2.1.

Deliverable(s)

- Updated topographic basemap CAD file

TASK 3.0: PLANS, SPECIFICATIONS, AND ESTIMATES (PS&E)

Subtask 3.2 Segment 1 Trail Design

Subtask 3.2.2 Retaining Walls

CONSULTANT will investigate adding a soldier pile retaining wall on the east side of the trail alignment from Main Street to the beginning of the elevated portion of the trail. CONSULTANT will also modify the trail design to incorporate changes made during construction by a developer at 1228 Fryar Avenue, which will require changes to the wall heights and limits at that location.

Deliverable(s)

- Conceptual right-of-way plan sheets
- Revised cost estimate
- Revised wall and trail design sheets
- Added revegetation area sheets
- Updated Special Provisions based on the 2026 WSDOT Standard Specifications and additional planting special provisions.

Subtask 3.3 Segment 2 Trail Design

Subtask 3.3.1 Alignment and Cross Sections

CONSULTANT will revise the trail alignment and cross sections to avoid an existing PSE power pole and modify the proposed planter strip resulting from this change.

Deliverable(s)

- Revised trail and landscaping plan sheets and cross sections at 90 percent design level

Subtask 3.4 Cost Estimate

CONSULTANT will revise the engineer's estimate of construction costs to reflect the revised trail alignment and walls.

Deliverable(s)

- Revised cost estimate

Subtask 3.5 Specifications

CONSULTANT will revise the special provisions to update to the latest WSDOT and APWA GSPs

Deliverable(s)

- Revised special provisions

TASK 4.0: ENVIRONMENTAL DOCUMENTATION, BIOLOGICAL ASSESSMENT, AND PERMIT COORDINATION

Subtask 4.1 Biological Assessment Amendment

Subconsultant (Widener) will prepare a brief amendment letter on species listed as threatened under the Endangered Species Act (assumed Biological Assessment) and an Essential Fish Habitat evaluation. Subconsultant will obtain updated species lists from the agencies' web sites and also request site-specific habitat information from the Washington Department of Fish and Wildlife priority habitats and species database. Subconsultant will evaluate specific project details, which have changed since the original approval of the Biological Assessment.

Deliverable(s)

- Draft Biological Assessment Amendments
- Final Biological Assessment Amendment addressing CITY and Washington State Department of Transportation (WSDOT) comments

Subtask 4.2 NEPA CE Form Update

Services will be provided to prepare an updated National Environmental Policy Act (NEPA) Categorical Exclusion (CE) form by reviewing technical reports related to the project, applying project-specific data to the form, and coordinating approval for the project by both WSDOT and the Federal Highway Administration.

Deliverable(s)

- Draft Updated NEPA CE Form
- Final Updated NEPA CE Form incorporating CITY and WSDOT comments

Subtask 4.4 Habitat Management Plan Update

This Habitat Management Plan (HMP) update is required due to a revision in the project's proposed mitigation area location. The project remains within 1,000 feet of designated fish and wildlife habitat areas; therefore, the plan update is prepared in accordance with the City of Sumner Municipal Code (SMC) 16.56.080.

The purpose of this update is to address modifications to the mitigation area location and to provide for the continued implementation, monitoring, and maintenance of permanent mitigation and restoration measures for fish and wildlife habitat consistent with applicable regulations.

This update evaluates whether the change in mitigation location alters the original impact assessment, mitigation strategy, or long-term management approach.

The updated HMP will be prepared by a qualified professional wildlife biologist or fisheries biologist. At a minimum, this update will include the following:

- A discussion of the project's effects on fish and wildlife habitat, including any changes resulting from the revised mitigation area location
- A discussion of any federal, state, or local special management recommendations developed for species or habitats located on or adjacent to the site, as applicable to the updated mitigation area
- A discussion of measures to preserve existing habitats and restore habitats degraded prior to the proposed land use activities, as they relate to the revised mitigation location
- A discussion of proposed mitigation measures associated with the updated mitigation area and how they address project impacts
- An evaluation of the effectiveness of the proposed mitigation and restoration measures at the revised location
- A discussion of ongoing management practices that will protect fish and wildlife habitat following project development, including updated monitoring and maintenance programs specific to the new mitigation area
- An assessment of habitat recommendations proposed by resource agencies and their applicability to the revised proposal
- Any additional information necessary to evaluate the impacts of the updated mitigation location and the adequacy of proposed mitigation measures

Deliverable(s)

- Draft Habitat Management Plan for CITY review and comments
- Final Habitat Management Plan

TASK 7.0: DESIGN CONSTRUCTION SUPPORT SERVICES (DCSS) (NEW)

DCSS provides continuity of the design team through the construction process. Services to be provided by CONSULTANT during construction will include shop drawing review, submittal review, and responses to Contractor requests for information (RFIs). Services may also include adjustments to the project design to work around unforeseen site conditions or other design changes as requested by the CITY. Services will include site visits, attendance at project meetings, design team inspections, and preparation of record drawings.

Under DCSS, five basic subtasks will be provided as follows:

SUBTASK 7.1 – PROJECT ADMINISTRATION, PERMITTING SUPPORT, AND MEETINGS

CONSULTANT and Subconsultants will provide monthly invoicing. CONSULTANT will attend project site meetings as necessary.

Assumption(s)

- Up to two design CONSULTANT staff and up to three design Subconsultant staff will attend the preconstruction meeting.

- Up to two design CONSULTANT staff and up to three design Subconsultant staff will attend up to 24 of the weekly meetings as determined to be needed through the course of construction.
- This task also includes coordination of design services for both CONSULTANT, Subconsultants, and the CA&I staff. Meeting notes are covered under Task 1 above.
- Up to two Subconsultant (PanGeo) staff will attend meetings as requested for a total equal to one office day.

Deliverable(s)

- Monthly invoicing.
- Updated permit documents as needed.

SUBTASK 7.2 – REQUESTS FOR INFORMATION AND SUBMITTAL REVIEW

CONSULTANT and Subconsultants (where applicable) will respond to questions and RFIs by the Contractor and shall review Contractor submittals as assigned by CONSULTANT CA&I staff.

Assumption(s)

- CONSULTANT will respond with up to 100 RFIs (Subconsultant RFI responses are included in this number).
- Geotechnical Subconsultant will respond with up to 6 RFIs.
- Environmental Subconsultant will respond to RFIs concerning environmental issues and commitments.
- Survey Subconsultant will respond up to five RFIs (up to two office days).
- Table 2 provides a list of submittals assumed for the PROJECT, who is responsible to review and the assumed number of revisions.

Table 2. Summary of Assumed Submittals

Submittal	Assumed Revision #s	Submittal Review by Discipline				
		Structures	Civil	Geotech	Survey	Enviro
Pin Pile Construction Submittal	2	X		X		
Soldier Pile Wall Submittal	2	X	X	X		
Elevated Walkway Submittal	1	X	X			
Signing Submittal	4		X			
SWPPP Plan	2		X			X
General Materials Submittals	30					

- A submittal review counts for each request. Multiple submittals by the Contractor may add level of effort to the PROJECT.

Deliverable(s)

- Responses to support up to 100 RFIs
- Provide review comments to 50 submittal reviews

SUBTASK 7.3– CHANGE ORDERS

CONSULTANT and Subconsultants (as needed) shall provide revised plans and specifications as required to execute change orders. It is assumed that up to 10 change orders will be executed, 5 of which will require DCSS support.

Assumption(s)

- Each change order will assume engineering effort to update six plan sheets, three special provisions, and associated engineer's quantities/estimate.
- Geotechnical engineer will assist with one update to geotechnical recommendations (memo format).
- Environmental engineer will assist in reviewing special provision changes as part of a future supplement.
- Independent estimates for proposed change orders (task under CA&I Services).
- Change order form to be in a format approved by the CITY (task under CA&I Services).
- Does not include field mobilizations and up to two office days for survey Subconsultant.

Deliverable(s)

- Revised plans, specifications, and quantities will be provided, as required, for each change order.

SUBTASK 7.4 – INSPECTIONS

CONSULTANT design staff, geotechnical engineer, environmental engineer, and professional land surveyors shall provide part-time, special inspections, and survey verification on an as-needed or as-desired basis. Possible specialized inspection services may include the following.

SUBCONSULTANT PanGeo:

- Geotechnical observations of the soldier pile installation by SUBCONSULTANT PanGeo
- Geotechnical observation of pin pile installation by SUBCONSULTANT PanGeo
- Other on-call geotechnical support to address field and subgrade conditions on an as-needed basis

SUBCONSULTANT One Atlas:

Verification or re-establishment of survey control or benchmarks by SUBCONSULTANT. Provide field and office services to verify, re-establish, or supplement horizontal and vertical control monuments used for construction layout. Tasks include:

- Recovering existing project control points and benchmarks.
- Checking positional accuracy against project coordinate systems and tolerances.
- Re-setting disturbed, missing, or compromised control points.

Staking verifications performed by a licensed surveyor. Perform independent verification of layout performed by the Contractor, including staking for alignment, grade, structural elements, utilities, and limits of work. Activities include:

- Spot-checking horizontal and vertical positions of contractor stakes.
- Comparing measured positions with approved design drawings and engineer-issued data.
- Documenting discrepancies, tolerances, and variances.
- Preparing cut-sheets and exhibits for review and disposition.

Marking of Existing Right-of-Way Lines or Proposed Easements (Limited Basis). Perform limited staking or field marking of existing right-of-way boundaries or proposed easement locations, as requested by the Engineer. Services include:

- Reviewing existing boundary and ROW records furnished by the Owner or Engineer.
- Field-locating and marking ROW or easement lines for reference by construction or design personnel.
- Providing temporary markings, flags, or stakes suitable for field interpretation.
- Clearly identifying any limitations in boundary certainty when based on existing information rather than full boundary retracement.

RFI Response and Record Drawing Support. Provide surveying support services to assist during preparation of Requests for Information (RFI) responses, and record drawing documentation throughout construction. Services may include:

- Performing field measurements to verify existing or constructed conditions related to RFIs, field conflicts, or design questions.
- Collecting horizontal and vertical location data necessary to evaluate contractor inquiries, proposed deviations, or unforeseen site conditions.
- Supporting preparation of revised exhibits, sketches, CAD files, and survey-based documentation used in responses or design clarifications.

SUBCONSULTANT Widener:

- Environmental assistance to the project team to ensure the Contractor understands all permit requirements. This will include:
 1. Provide weekly SWPPP inspections and assistance in NPDES oversight with the CM team to assure contractor compliance with the City's NPDES permit.
 2. Provide CESCL inspection services as needed for all utility work on the project that is not covered by the contractor.
 3. Update environmental documentation as needed to address construction changes or issues.
 4. Make recommendations for environmental compliance.

Assumption(s)

- Inspections by survey SUBCONSULTANT One Atlas include up to three (3) field mobilizations and three (3) office days.

Deliverable(s)

- CONSULTANT staff will provide daily inspection report notes to the project Resident Engineer whenever on site to conduct these inspections.
- Weekly SWPPP Inspection Reports by SUBCONSULTANT Widener

SUBTASK 7.5 – RECORD DRAWINGS

CONSULTANT shall prepare a record set of drawings for the CITY that reflect field changes (additions, modifications, or deletions) to the bid drawing set during construction. The record drawing set shall include drawings revised or reissued during construction because of change orders and shall include changes resulting from RFI responses. The basis for the record drawings shall be a set of bid drawings redlined with changes provided by the CITY (received from the Contractor), as well as pertinent survey records from survey Subconsultants, and supplied to CONSULTANT. These drawings shall be noted as “record drawings” in the drawing revision block but shall not require seals or signatures of registered professionals. The intent of the record drawing set is to provide the best information available to capture significant field changes, but not necessarily, every minor change that may occur.

Assumption(s)

- Includes up to two field mobilization and three office days for survey Subconsultant.

Deliverable(s)

- One set of 11x17 in PDF format
- One electronic set in Civil 3D format

SUBCONSULTANTS

These construction support services include services provided by the following subconsultants.

- PanGeo – Geotechnical Engineer
- 1 Atlas – Professional Land Surveyor
- Widener – Environmental Engineer

EXHIBIT E-1: CONSULTANT FEE DETERMINATION
WSP USA, Inc.
CITY OF SUMNER - FRYAR AVENUE TRAIL

7/9/2026

City of Sumner - Fryar Avenue Trail

DIRECT SALARY COSTS (DSC) for WSP

	<u>Hours</u>	<u>Rate</u>	<u>Cost</u>
Sr. Project Managers & PM's	110	\$ 121.11	\$ 13,322
Sr. Project Engineers	229	\$ 65.92	\$ 15,096
Sr. Project Engineers	352	\$ 50.85	\$ 17,899
Designer / CAD Operator	176	\$ 65.20	\$ 11,475
Department Coord / Admin	20	\$ 44.79	\$ 896
WSP Hours, TOTAL	887	Subtotal Direct Salary Costs (DSC) =	\$ 58,688
		Salary Escalation 5.0%	
		Subtotal (DSC + SE) =	\$ 58,688
	Overhead (OH)	138.28% of (DSC + SE) =	\$ 81,154
	Fixed Fee (FF)	30.00% of (DSC + SE) =	\$ 17,606
TOTAL SALARY COSTS (DSC + SE + OH + FF) =			\$ 157,448

DIRECT NONSALARY COSTS (DNSC)

Mileage	0 miles @ \$ 0.725	\$ -
Potholing		
3D Laser Scanner		
Drawing Reproduction	packages @ \$ 150	\$ -
Courier and Postage	packages @ \$ 45	\$ -
TOTAL REIMBURSABLE EXPENSES (DNSC) =		\$ -

TOTAL WSP FEE (DSC + SE + OH + FF + DNSC) = \$ 157,448

SUBCONSULTANTS

1 Atlas	\$ 4,303
PanGeo, Inc.	
Widener	\$ 30,356

TOTAL SUBCONSULTANT FEES = \$ 34,659

TOTAL AMOUNT FOR PROJECT = \$ 192,107

CONTINGENCY FUND

MANAGEMENT RESERVE \$ -

TOTAL CONTRACT AMOUNT = \$ 192,107

EXHIBIT E-1: CONSULTANT FEE DETERMINATION
WSP USA, Inc.
CITY OF SUMNER - FRYAR AVENUE TRAIL

7/9/2026

City of Sumner - Fryar Avenue Trail

DIRECT SALARY COSTS (DSC) for WSP

	<u>Hours</u>	<u>Rate</u>	<u>Cost</u>
Sr. Project Managers & PM's	144	\$ 121.11	\$ 17,440
Sr. Project Engineers	424	\$ 65.92	\$ 27,950
Sr. Project Engineers	264	\$ 50.85	\$ 13,424
Designer / CAD Operator	120	\$ 65.20	\$ 7,824
Department Coord / Admin	171	\$ 44.79	\$ 7,659
WSP Hours, TOTAL	1,123	Subtotal Direct Salary Costs (DSC) =	\$ 74,297
		Salary Escalation 5.0%	
		Subtotal (DSC + SE) =	\$ 74,297
		Overhead (OH) 138.28% of (DSC + SE) =	\$ 102,738
		Fixed Fee (FF) 30.00% of (DSC + SE) =	\$ 22,289
		TOTAL SALARY COSTS (DSC + SE + OH + FF) =	\$ 199,325

DIRECT NONSALARY COSTS (DNCS)

Mileage	275	miles @ \$ 0.725	\$ 199
Potholing			
3D Laser Scanner			
Drawing Reproduction		packages @ \$ 150	\$ -
Courier and Postage		packages @ \$ 45	\$ -
		TOTAL REIMBURSABLE EXPENSES (DNCS) =	\$ 199

TOTAL WSP FEE (DSC + SE + OH + FF + DNCS) = \$ 199,524

SUBCONSULTANTS

1 Atlas	\$ 18,323
PanGeo, Inc.	\$ 17,789
Widener	\$ 47,076

TOTAL SUBCONSULTANT FEES = \$ 83,188

TOTAL AMOUNT FOR PROJECT = \$ 282,712

CONTINGENCY FUND

MANAGEMENT RESERVE \$ -

TOTAL CONTRACT AMOUNT = \$ 282,712

EXHIBIT E-1 - SUPPLEMENT NO. 11
CONSULTANT FEE DETERMINATION
CITY OF SUMNER - FRYAR AVENUE TRAIL

WSP DSC
7/9/2026

Project Role	Grade	Name	Base Wage Rate	% Participatio	Blended Hourly Rate
Sr. Project Managers & PM's					
SR DIRECTOR, CIVIL ENG	P-12	Greg Banks	\$146.00	0%	
DIRECTOR, CIVIL ENG	P-12	Ross French	\$121.11	100%	
				100%	\$ 121.11
Sr. Project Engineers					
LEAD CONSULTANT, CIVIL ENG	P-11	Jennifer Davis	\$58.75	40%	
LEAD CONSULTANT, CIVIL ENG	P-11	Kyle Gray	\$70.70	60%	
				100%	\$ 65.92
Sr. Engineers / Engineers					
CONSULTANT, CIVIL ENG	P-09	Vinial Kumar	\$46.45	50%	
CONSULTANT, CIVIL ENG	P-07	Corissa Andrews	\$55.25	50%	
				100%	\$ 50.85
Designer / CAD Operator					
LEAD, DESIGN SUPPORT	T-10	Lee Childress	\$68.35	0%	
LEAD, DESIGN SUPPORT	T-10	John Reyes	\$65.20	100%	
				100%	\$ 65.20
Department Coord / Admin					
PROJECT ACCOUNTANT	A-08	Amanda Clements	\$44.79	100%	
				100%	\$ 44.79

EXHIBIT D-1 - CONSULTANT FEE DETERMINATION
CITY OF SUMNER - FRYAR AVENUE TRAIL
FIRM WSP USA

WORK ELEMENT/SUBTASK ID & DESCRIPTION

	Project Manager	Project Engineer	Design Engineer - Civil/Struc	Designer/CADD /Graphics	Project Coordinator	TOTAL
DCCS Rates	\$ 121.11	\$ 65.92	\$ 50.85	\$ 65.20	\$ 44.79	

7.0	DESIGN CONSTRUCTION SUPPORT SERVICES (DCSS)						
7.1	Project Administration, Permitting Support, and Meetings	80	160			75	315
7.2	Requests for Information and Submittal Review	40	120	120		80	360
7.3	Change Orders	16	80	80	40	16	232
7.4	Inspections		24	24			48
7.5	Record Drawings	8	40	40	80		168

WORK ELEMENT HOUR SUBTOTALS	144	424	264	120	171	1123
WORK ELEMENT LABOR COST SUBTOTALS	\$ 17,440	\$ 27,950	\$ 13,424	\$ 7,824	\$ 7,659	\$ 74,297
TOTAL PROJECT HOURS - DCSS	144	424	264	120	171	1,123
TOTAL LABOR COSTS - DCSS	\$ 17,440	\$ 27,950	\$ 13,424	\$ 7,824	\$ 7,659	\$ 74,297
BURDENED COSTS	\$ 46,788	\$ 74,984	\$ 36,015	\$ 20,990	\$ 20,548	\$ 199,325

TASK DESCRIPTION	Task Number	Sr. Project Managers & PM's	Sr. Project Engineers	Sr. Engineers / Engineers	Designer / CAD Operator	Department Coord / Admin	Totals
DSC		\$ 121.11	\$ 65.92	\$ 50.85	\$ 65.20	\$ 44.79	
TASK 1 - PROJECT MANAGEMENT	1	40	69	144	40	20	313
Project Management	1.1						-
Team Meetings and Coordination	1.2						-
Client Meetings and Coordination	1.3						-
Quality Assurance	1.4						-
Project Shutdown Demob & Remob	1.5	24	48	80	24	16	192
Coordination with Developers	1.6	16	21	64	16	4	121
TASK 2 - SITE SURVEY	2					-	-
TASK 3 - PLANS, SPECIFICATIONS, AND ESTIMATE	3	70	160	208	136	-	574
Drainage Design	3.1						-
Segment 1 Trail Design	3.2	48	120	160	120		448
Segment 2 Trail Design	3.3	2	16	24	16		58
Cost Estimate	3.4	4	16	16			36
Specifications	3.5	16	8	8			32
Evaluation of Right-of-Way Needs	3.6						-
TASK 4 - ENVIRONMENTAL DOCUMENTATION	4					-	-
Design Assistance and Early Agency Coord.	4.1	See Widener Estimate					-
Section 106 Report	4.2						-
Hazardous Materials Memo	4.3						-
Habitat Management Plan	4.4						-
Biological Assessment	4.5						-
Environmental Classification Summary	4.6					-	-
State Environmental Protection Act	4.7						
TASK 5 - GEOTECHNICAL ENGINEERING	6	-	-	-	-	-	-
Geotechnical Investigation and Reports	6.1						-
Total		110	229	352	176	20	887

EXHIBIT G-1 - SUBCONSULTANT FEE DETERMINATION
CITY OF SUMNER - FRYAR AVENUE TRAIL

Widener Costs
7/9/2026

DIRECT SALARY COSTS (DSC)

<u>Personnel</u>	<u>Hours</u>		<u>Rate</u>		<u>Cost</u>
Project Manager	76	X	\$80.00	= \$	6,080
Project Biologist	161	X	\$35.00	= \$	5,635
Sr. Project Biologist	242	X	\$65.00	= \$	15,730
		X		=	
Total Hours		479	Subtotal Direct Salary Costs (DSC) = \$ 27,445		
	Salary Escalation (SE) =		0%	of DSC = \$ -	
		Subtotal (DSC + SE) = \$			27,445
Overhead (OH)	149.52%		of (DSC + SE) = \$ 41,036		
Fixed Fee (FF)	30%		of (DSC + SE) = \$ 8,234		
TOTAL SALARY COSTS (DSC + SE + OH + FF) = \$					76,714

DIRECT NONSALARY COSTS (DNSC)

Mileage	990 miles @	\$	0.725	\$	718
TOTAL REIMBURSABLE EXPENSES (DNSC) = \$					718

TOTAL Widener FEE (DSC + SE + OH + FF + DNSC) = \$ 77,432
--

SUBCONSULTANTS

TOTAL SUBCONSULTANT FEES = \$ -
--

TOTAL AMOUNT = \$ 77,432

Environmental Scope							
			Project Manager	Sr. Project Biologist	Project Biologist		
		TASK	\$80.00	\$65.00	\$35.00		DSC Totals
Biological Assessment Addendum Draft Final NEPA CE Update Draft Final Habitat Management Plan Update Draft Final Requests for Information and Submittal Review Inspections NPDES Reporting NPDES Inspection and Assistance	4.1						-
		26	24	44	-	94	
		16	20	20		56	
		10	4	24		38	
						-	
	4.2	6	28	12	-	-	46
		4	20	8		32	
		2	8	4		14	
						-	
						-	
	4.4	12	20	20	-	-	52
		8	16	16		40	
		4	4	4		12	
						-	
		7.2	24	-	40	-	-
	24			40		64	
						-	
	7.4		8	170	45	-	-
		8	10	5		23	
			160	40		200	
						-	
		-	-	-	-	-	
						-	
						-	
						-	
						-	
					-		
Hour Totals			76	242	161	-	479
Burdened Costs - Design			\$9,839	\$13,082	\$7,435		\$30,356
Burdened Costs - DCSS			\$7,156	\$30,887	\$8,316		\$46,358

EXHIBIT G-1 - SUBCONSULTANT FEE DETERMINATION
CITY OF SUMNER - FRYAR AVENUE TRAIL

1Atlas Costs
7/9/2026

DIRECT SALARY COSTS (DSC)

<u>Personnel</u>	<u>Hours</u>		<u>Rate</u>		<u>Cost</u>
Principal	12	X	\$92.68	= \$	1,112
Project Manager	7	X	\$79.91	= \$	559
Quality Manager	15	X	\$73.28	= \$	1,099
CADD 5	28	X	\$45.44	= \$	1,272
Tech 5	90	X	\$48.00	= \$	4,320
Tech 3	10	X	\$41.75	= \$	418
Acct	2	X	\$38.80	= \$	78
APM	2	X	\$45.44	= \$	91
Total Hours	166		Subtotal Direct Salary Costs (DSC) =	\$	8,949
			Salary Escalation (SE) =	0% of DSC =	\$ -
			Subtotal (DSC + SE) =	\$	8,949
Overhead (OH)	138.10%		of (DSC + SE) =	\$	12,359
Fixed Fee (FF)	12%		of (DSC + SE) =	\$	1,074
TOTAL SALARY COSTS (DSC + SE + OH + FF) =					\$ 22,382

DIRECT NONSALARY COSTS (DNSC)

Mileage	337 miles @	\$	0.725	\$	244
TOTAL REIMBURSABLE EXPENSES (DNSC) =					\$ 244

TOTAL Widener FEE (DSC + SE + OH + FF + DNSC) = \$ 22,626
--

SUBCONSULTANTS

TOTAL SUBCONSULTANT FEES =					\$ -
TOTAL AMOUNT =					\$ 22,626

Environmental Scope											
			Principal	Project Manager	Quality Manager	CADD 5	Tech 5	Tech 3	Acct	APM	
		TASK	\$231.79	\$199.85	\$183.27	\$113.65	\$120.05	\$104.42	\$97.04	\$113.65	DSC Total
Topographic Boundary Survey Field Work	2.1		-	3	2	-	10	10	-	-	-
				3	2		10	10			25
											-
Creation of Base Map Files for Design Revisions	2.3		-	-	1	8	-	-	-	-	9
					1	8					9
Requests for Information and Submittal Revisions PM; Admin; QA/QC	7.2		-	-	-	-	-	-	2	2	-
									2	2	4
Inspections Survey Control Verification Staking Verification ROW Verification RFI Response	7.4		12	4	12	20	80	-	-	-	128
			1	1	2	2	8				14
			2	2	5	8	32				49
			8		3	2	24				37
			1	1	2	8	16				28
Hour Totals			12	7	15	28	90	10	2	2	166
Burdened Costs - Design				\$600	\$550	\$909	\$1,200	\$1,044			\$4,303
Burdened Costs - DCSS			\$2,782	\$799	\$2,199	\$2,273	\$9,604		\$194	\$227	\$18,078

EXHIBIT G-1 - SUBCONSULTANT FEE DETERMINATION
CITY OF SUMNER - FRYAR AVENUE TRAIL

PanGeo Costs
7/9/2026

DIRECT SALARY COSTS (DSC)

<u>Personnel</u>	<u>Hours</u>		<u>Rate</u>		<u>Cost</u>
Principal	11	X	\$103.56	= \$	1,139
Sr. Engineer	24	X	\$70.87	= \$	1,701
Field	76	X	\$48.04	= \$	3,651
				=	
Total Hours		111	Subtotal Direct Salary Costs (DSC) = \$		6,491
		Salary Escalation (SE) =	0%	of DSC = \$	-
		Subtotal (DSC + SE) = \$		6,491	
Overhead (OH)	135.12%		of (DSC + SE) = \$	8,771	
Fixed Fee (FF)	30%		of (DSC + SE) = \$	1,947	
TOTAL SALARY COSTS (DSC + SE + OH + FF) = \$					17,209

DIRECT NONSALARY COSTS (DNSC)

Mileage	640 miles @	\$	0.725	\$	464
Reproductions and Field Consumables				\$	116
TOTAL REIMBURSABLE EXPENSES (DNSC) = \$					580

TOTAL Widener FEE (DSC + SE + OH + FF + DNSC) = \$ 17,789
--

SUBCONSULTANTS

TOTAL SUBCONSULTANT FEES = \$ -
--

TOTAL AMOUNT = \$ 17,789

Geotechnical Scope							
			Principal	Sr. Engineer	Field		
		TASK	\$274.56	\$187.89	\$127.36		DSC Totals
Project Administration, Permitting Support, and Meetings Pre-Construction Meeting Requests for Information and Submittal Review RFIs Review Submittals Inspections Soldier Pile Inspection/Field Report Pin Pile Inspection/Field Report On-Call Engineering Support Final Summary Inspection Letter Hour Totals Burdened Costs - DCSS	7.1						-
		2	-	-			2
		2					2
							-
		7.2	4	10	-		14
			2	6			8
			2	4			
		7.4	5	14	76		95
				4	32		36
				4	44		
			4	4			
			1	2			
			11	24	76		111
			\$3,020	\$4,509	\$9,680		\$17,209

SUBJECT: Salmon Creek Culverts - Design Contract Amendment

CATEGORY: Consent

BUDGET IMPACT:

Expenditure Required: \$69,982.001

Within Budget Allocation: Grant Funded via PC FCZD

ATTACHMENTS:

1. Salmon Creek Culverts - Design Contract (Amendment 3)

STAFF CONTACT: Robert Wright, Assistant Engineering Manager

SUMMARY BACKGROUND:

Osborne Consulting, Inc. (OCI) has been providing engineering services for 5 fish passage culverts and a stream restoration on Salmon Creek. The completion of these projects will improve access and quality of habitat for endangered salmon species and reduce the potential for flooding to residents alongside the creek. Their initial contract was to complete 60% design on all the above-mentioned areas. This supplement is aimed at furthering one culvert and the stream restoration portion from 60% to a permit submittal. The scope includes all necessary services for design, including geotechnical investigation, permitting, and construction support. A supplement to cover these additional tasks was negotiated in an amount payable of \$169,982.00. This phase will be covered through opportunity funds provided by the Pierce County Flood Control Zone District. A future contract amendment will be necessary to complete permitting for the remaining culverts and complete final design for all.

COUNCIL COMMITTEE/STUDY SESSION: Public Works Committee

MEETING/STUDY SESSION DATE: 7/21/2026

COMMITTEE RECOMMENDATION: Do Pass

STAFF RECOMMENDATIONS/MOTION:

A motion approving a supplement to Osborn Consulting Inc.'s contract for the Salmon Creek Culverts (CIP 22-06), increasing the contract amount by \$169,982.00 to a total authorized amount not-to-exceed \$618,530.00, and authorizing the Mayor and City Administrator to execute any and all documents necessary to effectuate the amendment, substantially in a form as approved by the City Attorney.



AMENDMENT NO. 3

NAME OF CONSULTANT, CONTRACTOR OR VENDOR: **Osborn Consulting, Inc.**

CONTRACT NAME & PROJECT NUMBER: **Salmon Creek Culverts (CIP 22-06)**

ORIGINAL AGREEMENT DATE: **September 29, 2022**

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

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

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

See Exhibit A

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

Original Contract Sum, <i>including applicable WSST</i>	\$448,548.00
Net Change by Previous Amendments <i>including applicable WSST</i>	\$N/A
Current Contract Amount <i>including all previous amendments</i>	\$448,548.00

Current Amendment Sum	\$169,982.00
Applicable WSST Tax on this Amendment	\$N/A
Revised Contract Sum	\$618,530.00

Original Time for Completion <i>(insert date)</i>	9/15/2023
Revised Time for Completion under prior Amendments <i>(insert date)</i>	12/31/2027
Add'l Days Required ($\pm$) for this Amendment	N/A
Revised Time for Completion <i>(insert date)</i>	N/A

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

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

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

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

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

Scope of Services

Project:	CIP 22-06 Salmon Creek Culvert Replacements Project
Consultant:	Osborn Consulting, Inc. (OCI)
Contract No.:	CIP 22-06 (Amendment No. 2A)

Background

The City of Sumner (CITY) identified the Salmon Creek Culvert Replacements Project in their Capital Improvement Projects (CIP) for replacement or removal of six culverts along Salmon Creek, within the City's limits.

The CONSULTANT scope for these projects includes data collection from existing and new field data, hydrologic and hydraulic modeling, development of an alternatives analysis and 30% through 60% Design in Phase 1. This scope amendment as Phase 2A adds supplemental survey, permitting, utility coordination, and hydraulic modeling for Culvert Site 1 and the Stream Site, Site 4. Final Design bid documents and construction support for Sites 1 and 4 will be provided through a separate contract amendment, Phase 2B. Final Design for Sites 2, 3A, and 3B will also be provided through a separate contract amendment.

The project site locations for Phase 1 and Phase 2 are summarized as follows. Site 1 is a single, private culvert on tax parcel 0520191004. Site 2 is a single, private culvert east of the intersection of 52nd St E and 160th Ave E on CITY-owned parcel 9225000193. Site 3 consists of three separate culverts near the end of 162nd Ave E (Poole Rd) with two separate culvert crossings on tax parcel 9225000160. The Stream Site, Site 4, contains a single culvert on CITY-owned tax parcel 7002050120, and includes planned stream restoration within CITY-owned tax parcels 7002050120, 9225000566, 9225000602, and 9225000627.

TABLE OF CONTENTS

Scope of Services.....	2
Task 1 Project Management.....	2
Task 2 Data Gathering and Reconnaissance.....	3
Task 3 Permitting Support, Cultural Resources, And Environmental Review.....	4
Task 4 Stakeholder Outreach Support.....	8
Task 5 Grant Application Support.....	8
Task 6 Alternatives Analysis and Preliminary Engineering.....	8
Task 7 60% Design Documents	9
Task 8 Final Design Documents	9
Task 9 Construction Management and Closeout.....	10

SCOPE OF SERVICES

Task 1 Project Management

Monitoring and communicating the status of the scope, schedule, and budget of this work assignment and providing monthly reporting to the CITY.

Project Managers from the CITY and the CONSULTANT are responsible for managing changes to the scope and schedule. The CITY is responsible for the authorization of any changes to the scope, budget, and/or schedule. Team members must verify that work within their areas remains within the defined project scope, schedule, and budget. When issues, actions, or circumstances occur that could cause a change in scope, personnel, cost, or schedule, team members must communicate potential changes to the CITY Project Manager as early as possible. Project Managers will determine whether the potential change issue will lead to a change in scope, cost, or schedule.

The CONSULTANT shall obtain written authorization from the CITY before implementing any change to this scope of work, schedule, or budget. All changes shall be documented using the Project Change Form. The Change Management log will be submitted to the CITY Project Manager monthly with the corresponding invoice.

The CONSULTANT will update the Project Management Plan (PMP) to outline the key project milestones, communication protocols, and other guidelines for the execution of the project. The PMP will be distributed to the CONSULTANT team at the onset of the project.

Consultant Services

- Prepare status reports describing the following:
 - Services completed during the month
 - Outstanding issues (if any)
 - Scope/schedule/budget status
 - A financial summary
- Attend design review meetings after receiving submittal comments
- Monthly PM check-ins with the CITY
- Project schedule with updates as required per monthly review
- Phase 2 Project Management Plan
- Quality Management Plan, based on OCI standard practices
- Manage issue log for City and all team members
- Manage risk register to identify and document project risks and mitigation strategies
- Submit invoices monthly

Assumptions:

- Project Management effort included in this scope is through Final Design and Construction Management.
 - Phase 2A project design duration will be approximately 9 months (May 2026 through January 2027)
- PM check-ins via web/phone with the CITY (up to 4 total; 30 minutes each).

- All submittals will be made electronically. No hard copies to be provided.

CITY Responsibilities:

- Attend project meetings.
- Review and approve invoices.
- Review and comment on submittals within the schedule.
- Review Change Management Log and authorize scope changes.

Deliverables:

1. Meeting summaries with action items.

Task 2 Data Gathering and Reconnaissance

The objective of this task is to collect site data that will establish a basis for the proposed culvert and stream restoration design.

General Task Assumptions:

- This scope assumes that the CITY can provide the necessary right-of-entry authorizations to the CONSULTANT. The CONSULTANT will be responsible for verifying the specific private properties for which a right-of-entry authorization may be needed.
- All submittals will be made electronically. No hard copies will be provided.
- All deliverables will undergo one round of review, unless otherwise noted by the CITY. For each deliverable, requested changes to text will be submitted to the CONSULTANT in a file using tracked changes or via a tracking form.

General CITY Responsibilities:

- Provide necessary right-of-entry authorizations.
- Participation in coordination meetings, as necessary.
- Review of deliverables.

Task 2.1 Topographic Survey

The additional survey work included additional data collection for property corner locations at Site 3 and expanded survey at Sites 1, 2, 3 and 4. This amendment also includes budget for additional survey work approved by the City and completed by the consultant during Phase 1. The additional survey at Site 4, Stream Site, included full survey to supplement the initial surveyed cross sections. The additional budget for new survey is shown as coordination and review effort for the CONSULTANT and budget for the surveyor with detail summary under Task 2.5. The budget listed under expense in the fee estimate for CONSULTANT'S surveyor budget reimbursement to this task for cost incurred for additional survey during Phase 1.

Task 2.2 Geotechnical Services (60% Design)

Task Complete.

Task 2.2.1: Subsurface Explorations and Laboratory Testing

Task Complete.

Task 2.2.2: Geotechnical Engineering Design

Task Complete.

Task 2.2.3: Geotechnical Reporting

Task Complete.

Task 2.2.4: 30% and 60% Design Plans, Specifications, and Cost Estimate (PS&E) Support

Task Complete.

Task 2.3 Site Visit and Stream Assessment

Task Complete.

Task 2.4 Geotechnical Services (for Final Design)

To be completed in Phase 2B.

Task 2.5 Supplemental Survey (for Final Design)

The CONSULTANT's surveyor will collect supplemental topographic survey around the 60th St E culvert outlet at the upstream end of the Stream Site and the driveway entrance at this location. The supplemental survey will confirm property corners and lot lines to be used for developing stream grading transitions to the channel and overbanks at the existing 60th St E culvert and identifying the construction access route from the driveway and associated impacts. Survey of utility pothole locations at Site 1 will also be included.

Assumptions:

- Horizontal control: Washington State Plane Coordinates (North Zone expressed in US Survey feet) NAD 83/11
- Vertical control: North American Vertical Datum of 1988 (NAVD-88)
- Right of entry onto private property will be coordinated by Prime Consultant or City
- Parcel and Right of Way lines will be per Pierce County GIS

Deliverables:

1. Updated survey basemap and DTM (in AutoCAD Civil3D format)
2. Stamped survey sheets for inclusion in plan set (PDF)

Task 3 Permitting Support, Cultural Resources, And Environmental Review

To help guide permitting requirements and inform how design will influence the scope and scale of project permitting, the CONSULTANT team will prepare a Critical Area Report and Cultural Resources Report per project site.

This project is anticipated to require preparation and submittal of the permits outlined in Task 3.3 to comply with the federal, state, and local environmental regulations.

Task 3.1 Cultural Resources Review

Task Complete.

Task 3.2 FEMA Analysis and Documentation

Task Complete.

Task 3.3 Environmental Review and Permitting Support

The CONSULTANT's environmental lead will provide the following services:

General Assumptions for Task 3.3

- The CITY will secure all necessary right of entry to the study area properties.
- Wetland and stream field work is estimated to take four, 10-hour days. Three days were completed with the preliminary design, under Phase 1, with a fourth day added for additional field work during Phase 2A.
- A study area map showing the extents of wetland and ordinary high water mark (OHWM) delineation will be provided by CONSULTANT and confirmed by the CITY in advance of field work, including any special requirements for property owner notification or scheduling and noting parcels for which access has been obtained. For those properties in the study area that do not have access, the boundaries of any potential wetlands will be approximately mapped by the CONSULTANT's biologist by observation from accessible properties, public rights-of-way, and aerial photographs.
- OHWM and wetland flags will be surveyed by others on the CONSULTANT team. After survey is complete, CAD files will be provided to the CONSULTANT's biologist for use in generating critical area's report figures.
- The CONSULTANT will prepare all plans and drawings required for permit applications and other submittals, including Joint Aquatic Resource Permit Application (JARPA)-format drawings, except those critical area's figures prepared by the CONSULTANT's biologist for inclusion in the critical areas report.
- The culvert modifications and potential channel enhancement or realignment will be permitted as a single project (Culvert Sites 1 through 3B and Stream Site together for Corps and Ecology permits and Culvert Site 1 and Stream Site together for local permits).
- The project will qualify for approval under the US Army Corp of Engineers (Corps) Nationwide Permit 27 and will be considered self-mitigating such that development of a supplemental mitigation plan is not required.
- The CONSULTANT, under Task 8, will prepare restoration plans for temporarily disturbed stream, wetland, and buffer areas.
- The CONSULTANT, under Task 8, will provide a draft hydraulic design report to be included with the JARPA submittal to the Corps and to be used to prepare the Aquatic Protection Permitting System (APPS) text which describes relevant, project-specific hydraulic information such as bankfull widths, minimum hydraulic openings, modeled stream velocities, and scour analysis for all replaced culverts and in-stream habitat structures.
- It is assumed that the required SEPA threshold determination (likely Determination of Non-significance [DNS]) will be authored by CITY staff and that CITY staff will oversee posting and distribution.

- If other local environmental reviews or permits are required by the CITY, the CITY will prepare those documents and applications, using information provided by the CONSULTANT's biologist or others on the CONSULTANT team.
- All deliverables under Task 3.3 will be emailed to CONSULTANT for one round of review, revised, and then provided to the CITY for one round of review and revision.
- All draft documents will be provided in Word for easy review and editing using track changes and comment function; final deliverables will be provided in a print-ready PDF.
- Flood-related approvals from the CITY or FEMA will be pursued by others on the CONSULTANT team.

Task 3.3.1: Team Progress Meetings

- One CONSULTANT biologist/permit specialist will participate in bi-weekly, half-hour-long team meetings for the duration of this project. Agendas and meeting minutes will be prepared by others from the CONSULTANT team.

Task 3.3.2: Permit Matrix

- The CONSULTANT biologist shall develop and regularly update a Project Permit Matrix outlining all the required permits for the project, the regulatory agency, permit requirements, anticipated and actual submittal dates, and status of permit. Based on the removal of the projects from the streamlining permit pathways at the local and state level and the separation of the project elements into different local permitting packages (e.g., Sites 2 and 3 will be permitted at a later date), additional effort is needed to update the permit matrix.

Deliverables:

1. Updated Permit matrix (Word file)

Task 3.3.3: Wetland and OHWM Delineation

Task Complete, excluding the property for which access permission was not obtained. Phase 2A adds an additional field day, including pre- and post-field coordination to coordinate with survey updates.

Task 3.3.4: Critical Areas Report

- The CONSULTANT's biologist will prepare a Draft Critical Areas Report that addresses wetlands, streams, and other wildlife habitat areas consistent with Division III of Title 16 of Sumner's Municipal Code. This report will describe existing conditions and relevant regulatory limitations, including buffers or other disturbance restrictions. Maps will be included showing wetland and stream boundaries, buffers, FEMA-mapped floodplains/floodways, and any CITY-mapped geologic hazards. Geologic hazards will be addressed in greater detail in the Final Geotechnical Engineering Report to be prepared in Phase 2B.

The draft report will be used by the CONSULTANT team to help inform the design. The report will be finalized in conjunction with the 60% Design plans to include discussion of temporary and permanent impacts to streams, wetlands, and/or buffers, and to describe the anticipated net improvement in aquatic-resource functions overall resulting from culvert modifications, channel realignment, woody debris installation, and native revegetation. Based on the removal of the projects from the streamlining permit pathways at the local and state level and the separation of the project

elements into different local permitting packages (e.g., Sites 2 and 3 will be permitted at a later date), the report's discussion of impacts and project-generated uplift for each site/package will be more robust than originally scoped.

Deliverables:

1. Draft and final critical areas reports

Task 3.3.5: JARPA (Corps permit application)

- The CONSULTANT's biologist will prepare the JARPA in pursuit of a Section 404 permit from the Corps for Culvert Sites 1 through 3B and Stream Site. The JARPA, critical areas report (Task 3.3.3), and Environmental Species Act (ESA) documentation (Task 3.3.5) will be submitted to the Corps when the 60% Design plans are available, or sooner if the 30% Design set contains all of the Corps-critical elements. The CITY will obtain signatures as needed from any private property owners.

Deliverables:

1. Draft and final JARPA

Task 3.3.6: ESA Documentation

- The Corps completed a Fish Passage and Restoration Actions in Washington State (FPRP) programmatic consultation with U.S. Fish and Wildlife Service (USFWS) and National Marine Fisheries Service (NMFS) that covers the same activities that are proposed as part of the City's Project, specifically "Fish Passage Restoration or Improvement" and "Channel Restoration and Reconnection."
- As required by NMFS in its approval of the FPRP, CONSULTANT's biologist will complete the FPRP Project Information Form and package up the necessary supporting information for Sites 1 through 4.
- As required by USFWS in its approval of the FPRP, CONSULTANT's biologist will prepare a simplified Biological Assessment (BA), describing how the project for Sites 1 through 4 meets the requirements of the USFWS Biological Opinion.

Deliverables:

1. Draft and final BA addressing USFWS species
2. Draft and final Project Information Forms addressing NMFS species

Task 3.3.7: CZM Consistency Determination Form

- The CONSULTANT's biologist will complete the Coastal Zone Management (CZM) consistency determination form.

Deliverables:

1. Draft and final CZM form

Task 3.3.8: WDFW APPS

- For Sites 1 and 4, the CONSULTANT's biologist will complete the standard application form via WDFW's online Aquatic Protection Permitting System (APPS) in pursuit of a Hydraulic Project Approval (HPA).

Deliverables:

1. Draft of APPS application text
2. Final submittal for HPA via APPS.

Task 3.3.9: Permit-related agency/Tribe coordination support

- The CONSULTANT's biologist will participate in two early agency coordination events: a virtual pre-application meeting and an in-field meeting to review the project. The CONSULTANT's biologist and CONSULTANT will support the CITY in identifying appropriate parties (local, state, and/or federal review agencies and/or Tribes) for those two events and help to plan them.

Deliverables:

1. CONSULTANT will prepare presentation for pre-application meeting with agenda.
2. CONSULTANT will prepare meeting notes.

Task 3.3.10: SEPA Checklist (New Task)

- With support from the CITY, the CONSULTANT and CONSULTANT's biologist will complete the CITY's State Environmental Policy Act (SEPA) checklist for Culvert Site 1 and Stream Site to submit for project review. It is anticipated that the necessary supporting studies are provided by the project team under this scope; no additional studies will be conducted.
- The CONSULTANT and CONSULTANT's biologist will support the CITY with responses to comments received during the comment period.

Deliverables:

1. Draft (Word) and final SEPA checklist (print-ready PDF).
2. Draft responses to comments via email.

Task 3.4 Phase 2 FEMA Analysis and Documentation

To be completed in Phase 2B.

Task 4 Stakeholder Outreach Support

Task included in Phase 1 scope. Five-percent expense adjustment added for rate changes from 2022.

Task 5 Grant Application Support

Task included in Phase 1 scope. Five-percent expense adjustment added for rate changes from 2022.

Task 6 Alternatives Analysis and Preliminary Engineering

This task was completed under Phase 1. This amendment includes budget for design completed by the consultant during Phase 1 through coordination with the City. The additional work included evaluation of public access, trail and overlook opportunities within the Stream Site and roadway grading revisions at Sites 1, 2 3A, and 3B to accommodate required clearance over the proposed culverts. The additional budget is shown as an expense in the fee estimate under Task 6.

Task 6.1 Utility Coordination

Task Complete.

Task 6.2 H&H Modeling

Task Complete.

Task 6.3 Alternatives Analysis

Task Complete.

Task 6.4 30% Design Plans and Estimate

Task Complete.

Task 7 60% Design Documents

60% Design completed under Phase 1. This amendment includes budget for roadway grading sheets and roadway profiles with vertical curves included with 60% design. Additional effort was also required to perform design updates incorporating the supplemental topographic survey completed under Task 2, including updating the hydraulic modeling and the resulting LWM sizing, scour calculations, and structure sizing reflected in the plans, Hydrologic and Hydraulic Technical Memorandum, and Basis of Design report. The additional budget is shown as an expense in the fee estimate under Task 7.

Task 8 Final Design Documents

Phase 2A includes 60% comment resolution and utility coordination. Development of the design package from 90% Design through Bid Documents will be completed in Phase 2B.

Task 8.1 60% Comment Resolution

The CONSULTANT will attend a 60% Comment Resolution meeting between CITY staff and up to four (4) CONSULTANT staff, lasting a maximum of one (1) hour.

CITY Responsibilities:

- Attendance at meeting.
- Review of deliverables.
- CITY will provide consolidated review comments, screened for duplicates and conflicting edits, to the Consultant for the 60% Design submittal.

Deliverables:

1. Comment Resolution meeting (preparation and attendance).
2. 60% Comment Responses.

Task 8.2 Utility Coordination

The CONSULTANT will identify existing utilities within the project limits that may be impacted by construction based on survey basemap, one-call service report and outreach to local service providers.

Assumptions:

- Utility conflicts will be identified based on the 60% Design Plans.

- Utility potholes will be completed after 60% Design, as necessary, through the Final Design contract amendment.
- Pothole quotes will be requested from at least two vendors. Budget assumes up to four (4) utility potholes at Site 1, including traffic control.
- Pothole locations for the gas main through the stream site will be requested from the utility owner.

Deliverables:

1. Site Utility Summary (one copy, pdf)
1. Utility Conflict Exhibit (one copy, pdf)

CITY Responsibilities:

- Provide local utility contacts for outreach.
- Provide depth measurement to utility pothole.

Task 8.6 H&H Modeling (Final Design)

To be completed in Phase 2B.

Task 9 Construction Management and Closeout

To be completed in Phase 2B.

Osborn Consulting, Inc. - City of Sumner
Salmon Creek Culverts - Phase 2A

EXHIBIT A-1

Firm	Osborn Consulting											Sub Mark-Up	Shannon & Wilson (Permit Support & Geotechnical)	Psomas (Surveying)	Bright Engineering (Structural Design)	Utility Potholing	Cost Estimate		
Classification	Principal	Senior Project Manager	Senior Engineer II	Project Engineer II	Engineer III	Project Landscape Architect II	Landscape Designer	Senior Design Technician	Design Technician II	Sr. Project Accountant	Technical Editor								
Employee	Laura R.	Cheyenne C.	Peter W.	Stefany W.	Anna V.	Will S.	Anu K.	Laura T.	Rhoda T.	Matt R.	Meredith H.								
Hourly Rate - 2025	\$310.00	\$290.00	\$265.00	\$213.00	\$162.00	\$174.00	\$120.00	\$199.00	\$147.00	\$170.00	\$155.00	Expense	0.0%	Cost Estimate					
Project Tasks	Hours Estimate																		
Task 1: Project Administration																			
Total Hours	5	11	1	18	0	0	0	0	0	2	0	\$ -	\$ -	\$ 9,179	\$ 5,055	\$ -	\$ -	\$ -	\$14,234
Task 2: Data Gathering & Reconnaissance																			
Total Hours	0	14	0	20	0	0	0	10	0	0	0	\$ 28,638	\$ -	\$ 38,948	\$ -	\$ 9,000	\$ -	\$ -	\$47,948
Task 3: Permitting, Cultural Resources & Environmental Review																			
Total Hours	0	2	0	6	4	0	0	0	0	0	0	\$ 6,334	\$ -	\$ 8,840	\$ 34,991	\$ -	\$ -	\$ -	\$43,831
Task 4: Stakeholder Outreach Support																			
Total Hours	0	0	0	0	0	0	0	0	0	0	0	\$ 431	\$ -	\$ 431	\$ -	\$ -	\$ -	\$ -	\$431
Task 5: Grant Application Support																			
Total Hours	0	0	0	0	0	0	0	0	0	0	0	\$ 530	\$ -	\$ 530	\$ -	\$ -	\$ -	\$ -	\$530
Task 6: Alternatives Analysis & Preliminary Engineering																			
Total Hours	0	0	0	0	0	0	0	0	0	0	0	\$ 18,948	\$ -	\$ 18,948	\$ -	\$ -	\$ -	\$ -	\$18,948
Task 7: 60% Design Documents																			
Total Hours	0	0	0	0	0	0	0	0	0	0	0	\$ 18,690	\$ -	\$ 18,690	\$ -	\$ -	\$ -	\$ -	\$18,690
Task 8: Final Design Documents																			
Total Hours	4	10	8	24	16	6	0	3	12	0	0	\$ -	\$ -	\$ 17,369	\$ -	\$ -	\$ -	\$ 8,000	\$25,369
Task 9: Construction Support and Closeout																			
Total Hours	0	0	0	0	0	0	0	0	0	0	0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$0
Task 10: Management Reserve																			
Total Hours	0	0	0	0	0	0	0	0	0	0	0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$0
	Firm Subtotal:											\$112,936	\$112,936	\$40,046	\$9,000	\$0	\$8,000		
	% of total budget:											66%	66%	24%	5%	0%	5%		
Total Budget:																			\$169,982

SUBJECT: White River Restoration Project - Change Order 05

CATEGORY: Consent

BUDGET IMPACT:

Expenditure Required: \$1,186,802.90

Within Budget Allocation: Yes

ATTACHMENTS:

1. White River Restoration Project - Change Order (05)

STAFF CONTACT: Robert Wright, Assistant Engineering Manager

SUMMARY BACKGROUND:

The White River Restoration Project is currently in its 3rd year of construction, connecting 200 acres of floodplain and creating 2 miles of new river channel. The project will reduce flood risk to the Manufacturing and Industrial Center while creating critical instream fish habitat for ESA-listed Salmon. The project provided its first flood benefit in the December 2025 flood event, significantly reducing the overall impact from the flood despite being only partially finished.

As a result of the flood occurring prior to the site being complete, several areas experienced significant erosion. This change order adds additional erosion and scour protection along affected areas and various grading and replanting. The original contract amount with previous change orders was \$22,978,730.46 and the change order adds \$1,186,802.90 for a total contract cost of \$24,165,533.36.

This change order is within the approved 10% construction contingency, but the contingency is being reserved for future change in case an immediate need arises.

COUNCIL COMMITTEE/STUDY SESSION: Public Works Committee

MEETING/STUDY SESSION DATE: 7/21/2026

COMMITTEE RECOMMENDATION: Do Pass

STAFF RECOMMENDATIONS/MOTION:

A motion approving a change order to Rodarte Construction's Contract for the White River Restoration (CIP 14-10), increasing the contract amount by \$1,186,802.90 to a total amount of \$24,165,533.36, and authorizing the Mayor and City Administrator to execute any and all documents necessary to effectuate the change order, substantially in a form as approved by the City Attorney.



CHANGE ORDER NO. #05: Flood Repairs

NAME OF CONTRACTOR: **Rodarte Construction** (“Contractor”)

CONTRACT NAME & PROJECT NUMBER: **White River Restoration Project Phase 2, CIP 14-10**

ORIGINAL CONTRACT DATE: **4/17/2025**

This Change Order amends the above-referenced contract; all other provisions of the contract that are not inconsistent with this Change Order shall remain in effect. For valuable consideration and by mutual consent of the parties, the project contract is modified as follows:

1. Section I of the Agreement, is hereby modified as follows:

Add the White River Restoration Project Ph 2 Rehab Design planset to the contract.

Update the planset with the White River Restoration Project Ph 2 RB2 Addendum which modifies Sheet 4, Sheet 35, Sheet 52, Sheet 54, Sheet 58, Sheet 65, and Sheet 81.

Add the updated Hydraulic Project Approval permit and the updated Army Corps 404 permit to the contract.

Add a new Bid Item 53: Rehab Flood Repair Work to be paid by Lump Sum amount of \$925,030.36 before tax. This work includes the work to complete the rehab work associated with the Rehab Design planset. The LS item will be paid by work complete based on the attached lump sum breakdown. Mobilization at \$36,919.44, TESC at \$98,478.30, Removal of structures and obstructions at \$20,904.22, Common Excavation and haul to embankment at \$45,150, Topsoil salvage and placement at \$3,343.97, Driven timber piles PE-4 at \$118,800, Driven timber piles PE-3 at \$79,200, Type 3 ELJ at \$156,000, Batterpile Revetment type 1 at \$90,000, Upland stability seed mix at \$5,700, WRRP temp seed mix at \$36,000, Forested berm rock embankment at \$208,050, and Minor grading for drainage and planting prep at \$26,484.43.

Add new Bid Item 54: Extra Seed Mix to be paid by a unit price of \$350/ Acre with a total amount of 30 Acres for a total cost of \$10,500. This work includes reseeding areas affected from the flood per Field Directive 04.

Add new Bid Item 55: Weed Control to be paid by Force Account. Total force account cost estimated at \$125,000. Work includes spot spraying herbicide in areas that are growing weeds after the flooding per Field Directive 05. This bid item will be reconciled in a future change order for actual force account costs incurred based on approved labor and equipment rates and material invoices provided.

Add new Bid Item 56: Quarry Spalls and Fabric Bank Protection to be paid by a unit price of \$57/ CY with a total amount of 367 CY for a total cost of \$20,919. This is for all work to install quarry spalls and construction geotextile along the Right Bank per the RB2 Addendum planset.

Increase the existing Bid Item 47: High Visibility Fence by 400 LF at \$3.50 / LF for an additional increase of \$1,400 to increase the new total amount to 17,200 LF for a new total unit cost of \$60,200.

2. The contract amount and time for performance provisions of are hereby modified as follows:

Current Change Order	\$1,082,849.36
Applicable WSST Tax on this Change Order	\$103,953.54
Days Required $\pm$ for this Change Order	0 working days

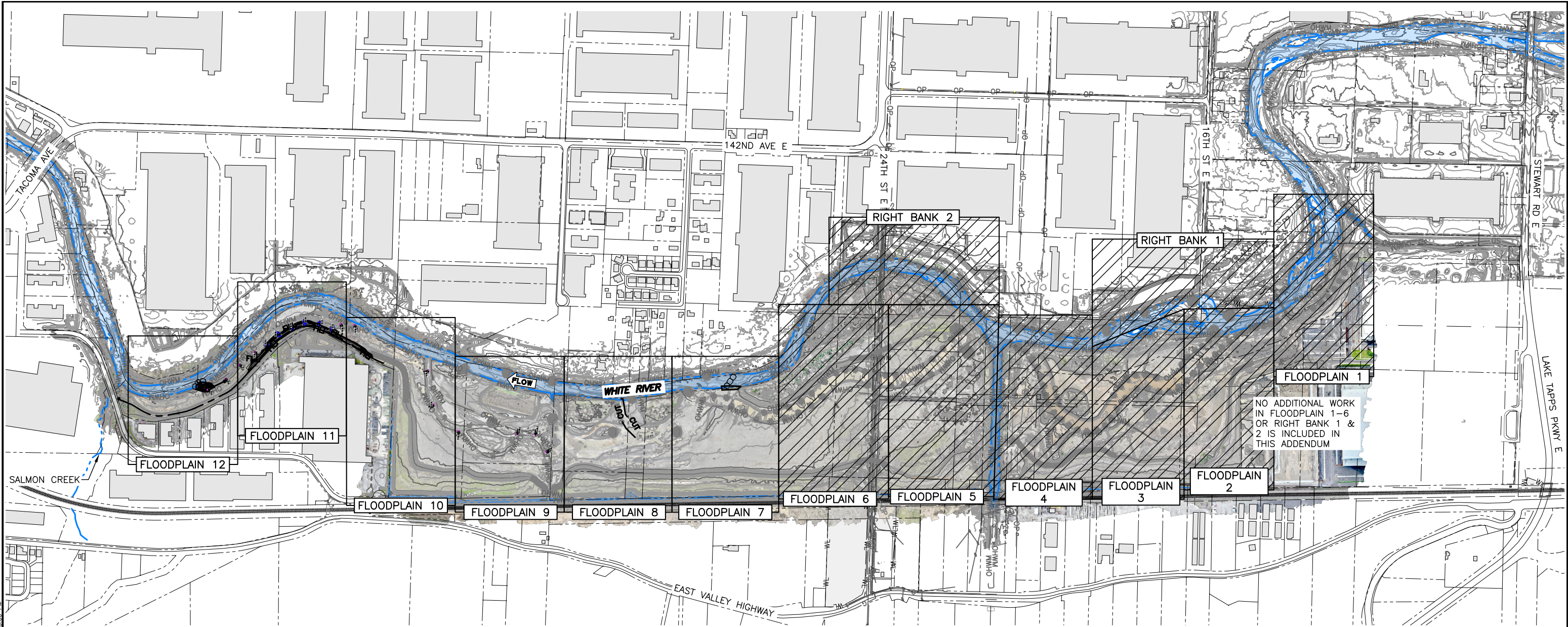
The Contractor accepts all requirements of this Change Order by signing below. Also, pursuant to the above-referenced contract, Contractor agrees to waive any protest it may have regarding this Change Order and acknowledges and accepts that this Change Order constitutes final settlement of all claims of any kind or nature arising from or connected with any work either covered or affected by this Change Order, including, without limitation, claims related to contract time, contract acceleration, onsite or home office overhead, or lost profits.

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

3. The Contractor will adjust the amount of its performance bond (if any) for this project to be consistent with the revised contract sum shown in section 2, above.

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

CONTRACTOR: By: _____ (signature) Print Name: _____ Its _____ (Title) DATE: _____	CITY OF SUMNER: By: _____ (signature) Print Name: <u>Doug Beagle</u> Its <u>Development Services Director</u> (Title) DATE: _____
CITY OF SUMNER: By: _____ (signature) Print Name: <u>Michael Kosa</u> Its <u>Public Works Director</u> (Title) DATE: _____	APPROVED AS TO FORM: _____ Sumner City Attorney

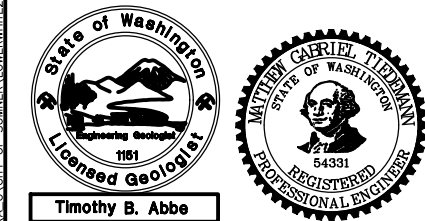
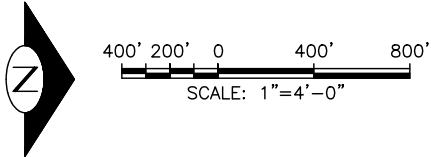


NOTES

- 1. FOR DESIGN DETAILS SEE CONTRACT PLANS.
- 2. TOPOGRAPHY IS A COMPOSITE OF LIDAR AND DSM DRONE SURVEY FROM JANUARY 2026. THIS TOPOGRAPHY IS PROVIDED FOR REFERENCE BUT MAY NOT REPRESENT ACTUAL TOPOGRAPHIC FEATURES DUE TO THE NATURE OF STRUCTURE-FROM-MOTION SURFACE GENERATION.
- 3. OHWM SHOWN IS ESTIMATED BASED ON DECEMBER 2025 FLOOD OBSERVATIONS AND HYDRAULIC MODELING. THE SITE IS ACTIVELY BEING RE-VEGETATED SO OHWM IS ANTICIPATED TO DEVELOP IN THE COMING YEARS. THE LINE ON THESE PLANS IS OFFERED AS A CONSERVATIVE WAY OF ESTIMATING THE FOOTPRINT OF PROPOSED ADAPTIVE MANAGEMENT MEASURES WITHIN WATERS OF THE US.

SUMMARY OF QUANTITIES				
ITEM #	ITEM DESCRIPTION	SPECIFICATIONS SECTION	QTY	UNIT
9	COMMON EXCAVATION, INCL HAUL TO EMBANKMENT	SP 2-03.3	650	CY
14	DRIVEN TIMBER PILE, PE-4	SP 6-05	72	EA
15	DRIVEN TIMBER PILE, PE-3	SP 6-05	72	EA
18	TYPE 3 ELJ	SP 8-26	12	EA
21	BATTERPILE REVETMENT TYPE 1	SP 8-26	6	EA
44	RIPARIAN BUFFER (FORESTED BERM) ROCK EMBANKMENT	SP 8-30.3(5)	3050	CY
51	MINOR GRADING FOR DRAINAGE AND PLANTING PREP	NA	\$20,000	FA

EARTHWORK AREA AND VOLUME TABLE				
GRADING WORK	AREA, ACRES	CUT VOLUME, CY	FILL VOLUME, CY	BID ITEM ACCOUNTING FOR WORK
MINOR GRADING FOR DRAINAGE AND PLANTING PREP	3.5			51
EXPOSED ROCK REVETMENT REMOVAL	0.1	150		9
REPAIR ERODED SLOPE			400	9 OR 44, INCIDENTAL PLACEMENT
NEW RIPARIAN BUFFER SLOPE			3500	9 OR 44, INCIDENTAL PLACEMENT
BURIED ROCK EMBANKMENT - WSDOT RESP CLASS B		3050		44
BURIED ROCK EMBANKMENT - FILTER BLANKET		600		44, INCIDENTAL EXCAVATION
OUTLET CONNECTION		500		9
TOTAL		4300	3900	



IF THIS BAR DOES NOT MEASURE 1" THEN DRAWING IS NOT PLOTTED TO ORIGINAL SCALE.

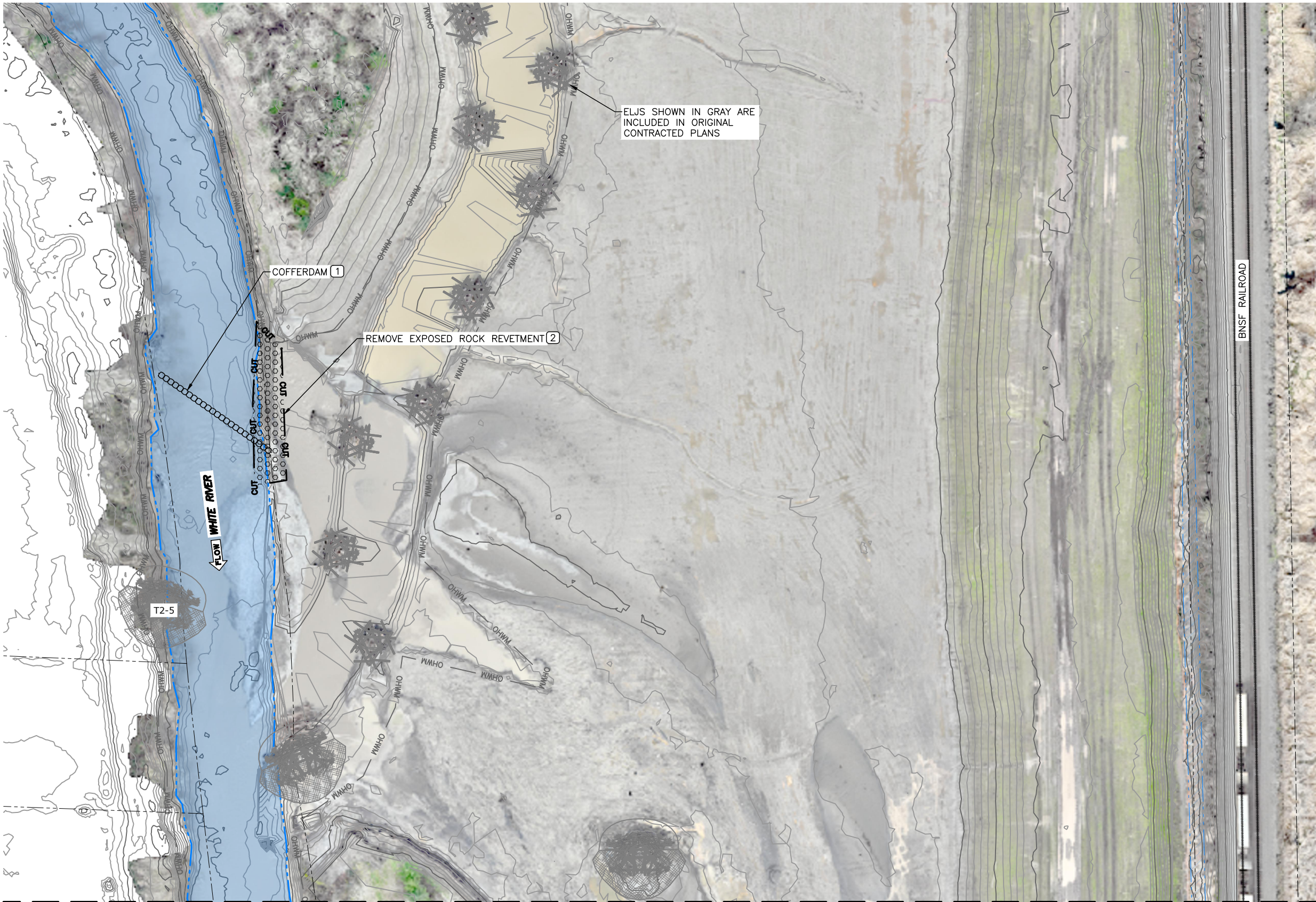
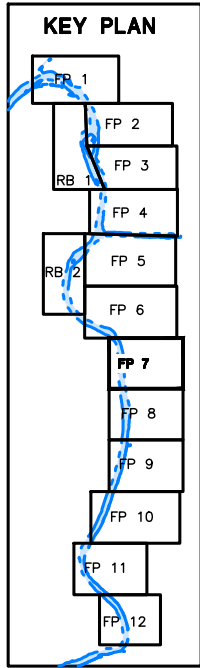


NAME OR INITIALS AND DATE		GEOGRAPHIC INFORMATION	
DESIGNED	SW, MT	LATITUDE	47°13'53"N
CHECKED	MT	LONGITUDE	122°13'47"W
DRAWN	DS, KS	TN/SC/RG	T20N/S12/R4E
CHECKED	DS, KS, MT	DATE	10-APR-26

WHITE RIVER RESTORATION
PROJECT PH 2 REHAB DESIGN

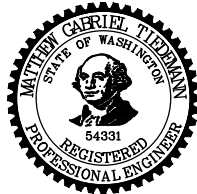
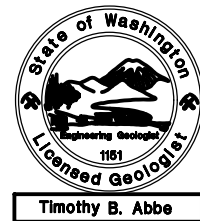
SITE PLAN OVERVIEW

P:\A.G.CITY OF SUMNER\LOWERWHITE2018\DESIGN\CAD-DWG-BELAB\DWG-MCH 4/10/2026 3:24:38 PM



NOTES

1. COFFERDAM (SUPER SACKS ONLY, NO SHEET PILE) AS NEEDED TO PARTIALLY DIVERT FLOW AROUND WORK AREA FOR T2-5. DO NOT FULLY BLOCK FLOW.
MAX COFFERDAM LENGTH = 150FT.
2. REMOVE EXPOSED ROCK REVETMENT DOWN TO ADJACENT RIVER BED ELEVATION. IF MATERIAL IS ROUNDED, SPOIL ON NEARBY B1 BATTERPILE ELJS IN CHANNEL 2 WHICH WERE EXPOSED IN EROSION FROM DECEMBER 2025 FLOOD. IF MATERIAL IS ANGULAR, REMOVED FROM AREA. MATERIAL CAN BE REPURPOSED FOR USE IN BURIED REVETMENTS. MAX REMOVAL OF REVETMENT ROCK = 250 CY.
3. OHWM SHOWN IS ESTIMATED BASED ON DECEMBER 2025 FLOOD OBSERVATIONS AND HYDRAULIC MODELING. THE SITE IS ACTIVELY BEING RE-VEGETATED SO OHWM IS ANTICIPATED TO DEVELOP IN THE COMING YEARS. THE LINE ON THESE PLANS IS OFFERED AS A CONSERVATIVE WAY OF ESTIMATING THE FOOTPRINT OF PROPOSED ADAPTIVE MANAGEMENT MEASURES WITHIN WATERS OF THE US.



0 1
IF THIS BAR DOES NOT MEASURE 1" THEN DRAWING IS NOT PLOTTED TO ORIGINAL SCALE.

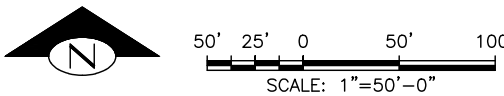


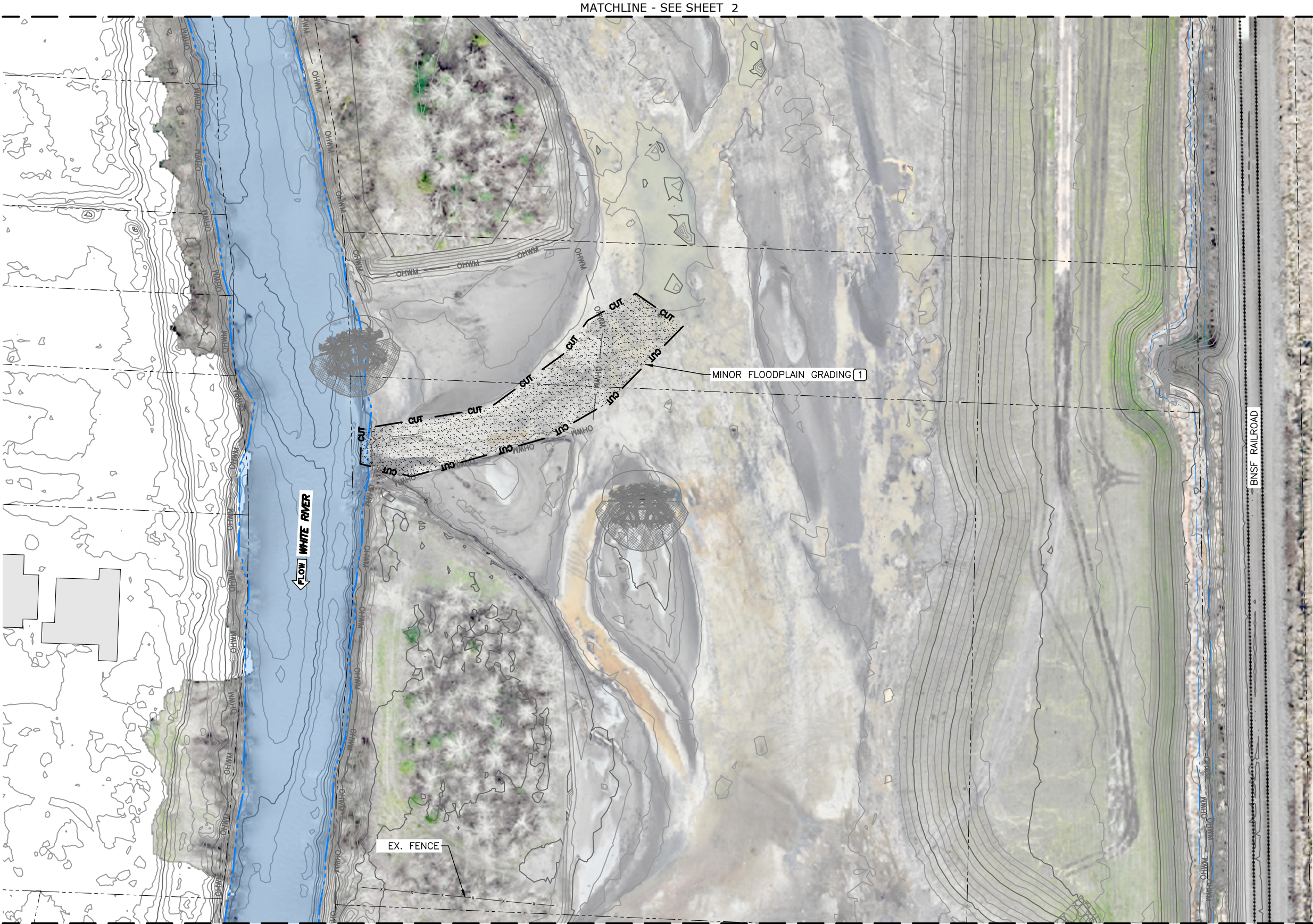
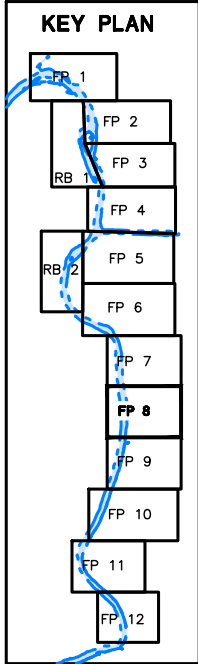
NAME OR INITIALS AND DATE	GEOGRAPHIC INFORMATION
DESIGNED SW, MT	LATITUDE 47°13'53"N
CHECKED MT	LONGITUDE 122°13'47"W
DRAWN DS, KS	TN/SC/R6 T20N/S12/R4E
CHECKED DS, KS, MT	DATE 10-APR-26

**WHITE RIVER RESTORATION
PROJECT PH 2 REHAB DESIGN**

**SITE PLAN – FLOODPLAIN
7**

2
SHEET 2 OF 9

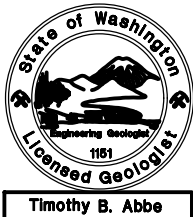




NOTES

1. MINOR FLOODPLAIN GRADING TO CONNECT IMPOUNDED WATER BODIES FROM FLOOD TO DRAIN TO RIVER TO PREVENT FISH STRANDING. NO NET IMPORT OR EXPORT OF MATERIAL. GRADING TO BE FIELD DIRECTED BY ENGINEER. MAX AREA AFFECTED BY GRADING = 0.5 ACRES.
2. OHWM SHOWN IS ESTIMATED BASED ON DECEMBER 2025 FLOOD OBSERVATIONS AND HYDRAULIC MODELING. THE SITE IS ACTIVELY BEING RE-VEGETATED SO OHWM IS ANTICIPATED TO DEVELOP IN THE COMING YEARS. THE LINE ON THESE PLANS IS OFFERED AS A CONSERVATIVE WAY OF ESTIMATING THE FOOTPRINT OF PROPOSED ADAPTIVE MANAGEMENT MEASURES WITHIN WATERS OF THE US.

P:\A-G\CITY OF SUMNER\LOWERWHITE2018\DESIGN\CAD-DWG-BELAB\DWG-MCH 4/10/2026 3:24:48 PM



0 1
IF THIS BAR DOES NOT MEASURE 1" THEN DRAWING IS NOT PLOTTED TO ORIGINAL SCALE.

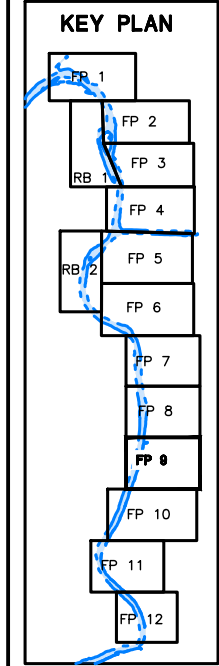
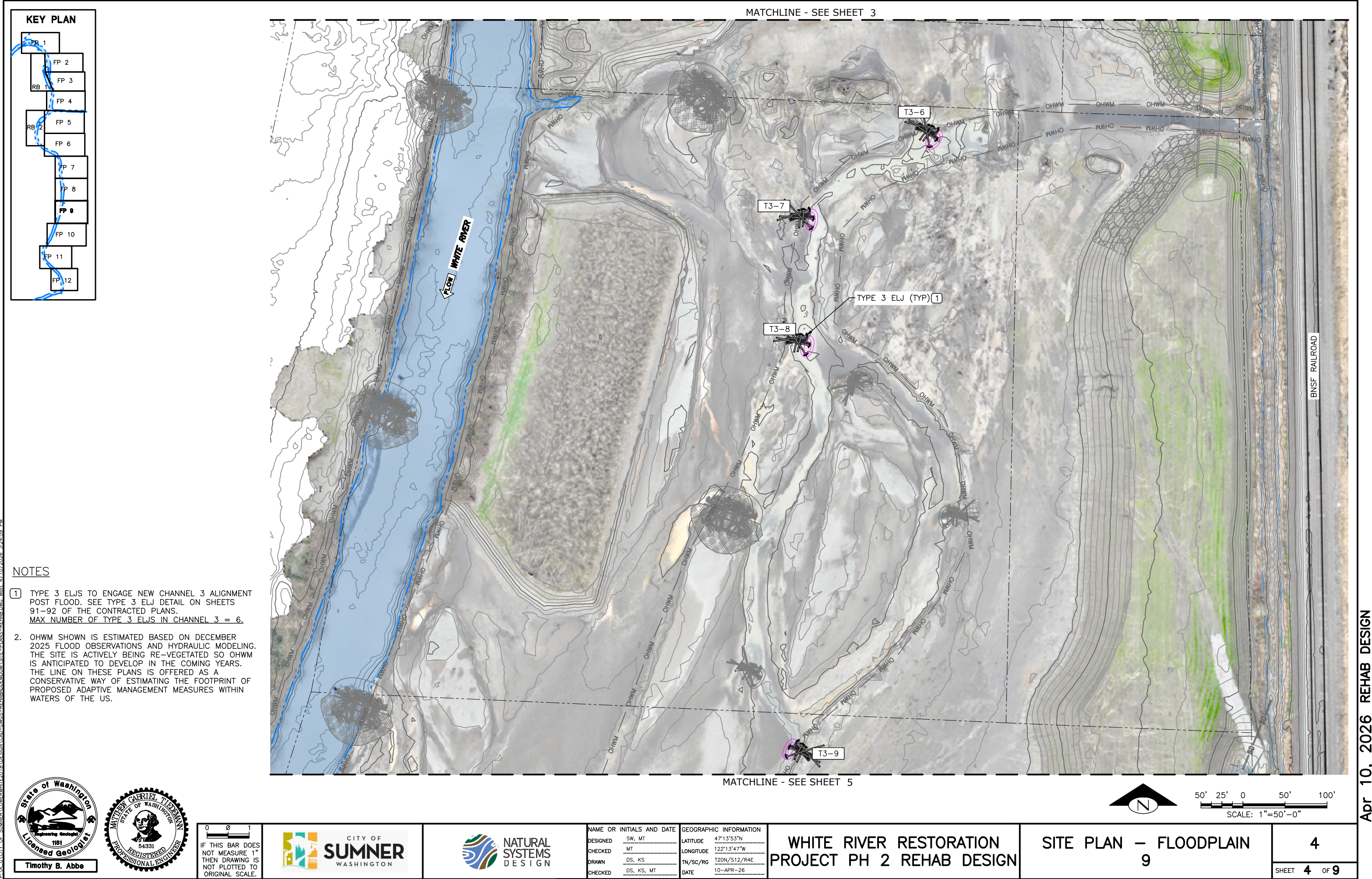


NAME OR INITIALS AND DATE		GEOGRAPHIC INFORMATION	
DESIGNED	SW, MT	LATITUDE	47°13'53"N
CHECKED	MT	LONGITUDE	122°13'47"W
DRAWN	DS, KS	TN/SC/RG	T20N/S12/R4E
CHECKED	DS, KS, MT	DATE	10-APR-26

**WHITE RIVER RESTORATION
PROJECT PH 2 REHAB DESIGN**

**SITE PLAN – FLOODPLAIN
8**

3
SHEET 3 OF 9



- NOTES**
- 1. TYPE 3 ELJS TO ENGAGE NEW CHANNEL 3 ALIGNMENT POST FLOOD. SEE TYPE 3 ELJ DETAIL ON SHEETS 91-92 OF THE CONTRACTED PLANS.
MAX NUMBER OF TYPE 3 ELJS IN CHANNEL 3 = 6.
 - 2. OHWM SHOWN IS ESTIMATED BASED ON DECEMBER 2025 FLOOD OBSERVATIONS AND HYDRAULIC MODELING. THE SITE IS ACTIVELY BEING RE-VEGETATED SO OHWM IS ANTICIPATED TO DEVELOP IN THE COMING YEARS. THE LINE ON THESE PLANS IS OFFERED AS A CONSERVATIVE WAY OF ESTIMATING THE FOOTPRINT OF PROPOSED ADAPTIVE MANAGEMENT MEASURES WITHIN WATERS OF THE US.

NAME OR INITIALS AND DATE	GEOGRAPHIC INFORMATION
DESIGNED SW, MT	LATITUDE 47°13'53"N
CHECKED MT	LONGITUDE 122°13'47"W
DRAWN DS, KS	TN/SC/RG T20N/S12/R4E
CHECKED DS, KS, MT	DATE 10-APR-26

WHITE RIVER RESTORATION PROJECT PH 2 REHAB DESIGN

SITE PLAN – FLOODPLAIN

9

4

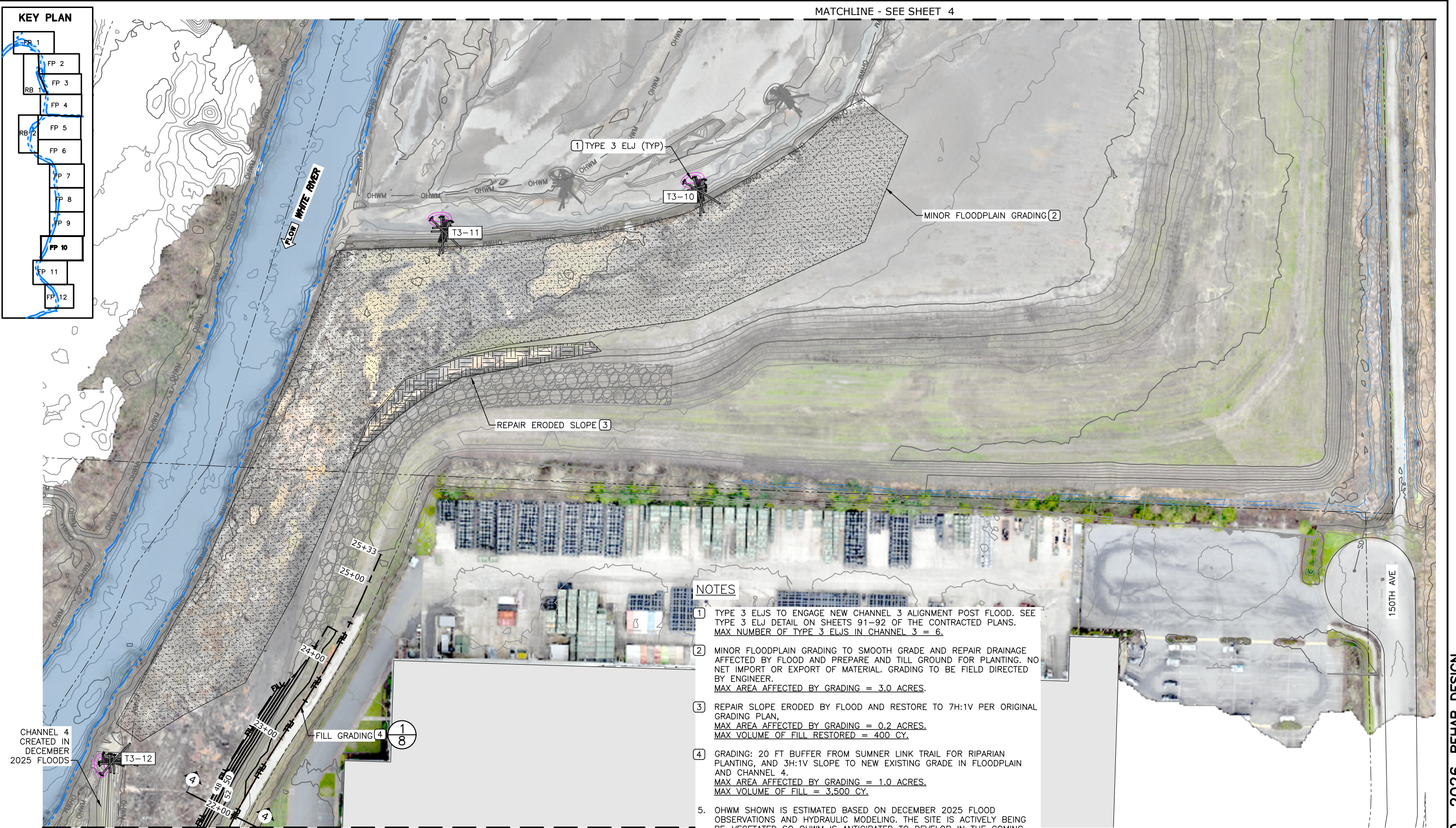
SHEET 4 OF 9

SCALE: 1"=50'-0"

50' 25' 0 50' 100'

P:\A.G.CITY OF SUMNER\LOWERWHITE2018\DESIGN\CAD-DWG-BELABADDENDUM SITE-PLANS-BELAB.DWG MDT 4/10/2026 3:24:59 PM

Apr 10, 2026 REHAB DESIGN



NOTES

- 1 TYPE 3 ELJS TO ENGAGE NEW CHANNEL 3 ALIGNMENT POST FLOOD. SEE TYPE 3 ELJ DETAIL ON SHEETS 91-92 OF THE CONTRACTED PLANS. MAX NUMBER OF TYPE 3 ELJS IN CHANNEL 3 = 6.
- 2 MINOR FLOODPLAIN GRADING TO SMOOTH GRADE AND REPAIR DRAINAGE AFFECTED BY FLOOD AND PREPARE AND TILL GROUND FOR PLANTING. NO NET IMPORT OR EXPORT OF MATERIAL. GRADING TO BE FIELD DIRECTED BY ENGINEER. MAX AREA AFFECTED BY GRADING = 3.0 ACRES.
- 3 REPAIR SLOPE ERODED BY FLOOD AND RESTORE TO 7H:1V PER ORIGINAL GRADING PLAN, MAX AREA AFFECTED BY GRADING = 0.2 ACRES. MAX VOLUME OF FILL RESTORED = 400 CY.
- 4 GRADING: 20 FT BUFFER FROM SUMNER LINK TRAIL FOR RIPARIAN PLANTING, AND 3H:1V SLOPE TO NEW EXISTING GRADE IN FLOODPLAIN AND CHANNEL 4. MAX AREA AFFECTED BY GRADING = 1.0 ACRES. MAX VOLUME OF FILL = 3,500 CY.
- 5. OHWM SHOWN IS ESTIMATED BASED ON DECEMBER 2025 FLOOD OBSERVATIONS AND HYDRAULIC MODELING. THE SITE IS ACTIVELY BEING RE-VEGETATED SO OHWM IS ANTICIPATED TO DEVELOP IN THE COMING YEARS. THE LINE ON THESE PLANS IS OFFERED AS A CONSERVATIVE WAY OF ESTIMATING THE FOOTPRINT OF PROPOSED ADAPTIVE MANAGEMENT MEASURES WITHIN WATERS OF THE US.

CHANNEL 4
CREATED IN
DECEMBER
2025 FLOODS

NAME OR INITIALS AND DATE	DESIGNED SW, MT	GEOGRAPHIC INFORMATION	LATITUDE 47°13'53"N
CHECKED MT	DRAWN DS, KS	LONGITUDE 122°13'47"W	TN/SC/RG T20N/S12/R4E
CHECKED DS, KS, MT	DATE 10-APR-26		

WHITE RIVER RESTORATION
PROJECT PH 2 REHAB DESIGN

SITE PLAN – FLOODPLAIN
10

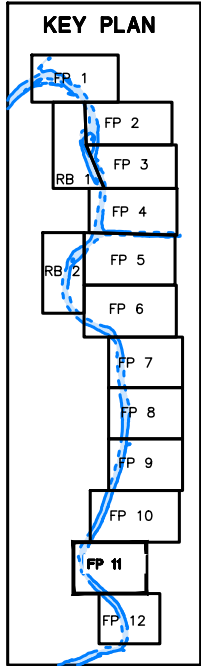
5
SHEET 5 OF 9

IF THIS BAR DOES NOT MEASURE 1" THEN DRAWING IS NOT PLOTTED TO ORIGINAL SCALE.

SCALE: 1"=50'-0"

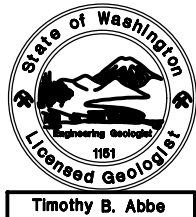
P:\A.G.CITY OF SUMNER\LOWER WHITE RIVER\DESIGN\CAD-DWG-REHAB\DWG SITE-PLANS-REHAB.DWG MDT 4/10/2026 3:25:10 PM

Apr 10, 2026 REHAB DESIGN



NOTES

1. CONSTRUCT TRAIL EMBANKMENT. TRAIL EMBANKMENT INCLUDES A BURIED ROCK REVETMENT AND CONSTRUCTION OF RIPARIAN BUFFER EMBANKMENT. SEE NOTES 2 AND 3 FOR DETAILS.
2. FILL GRADING: 20 FT BUFFER FROM SUMNER LINK TRAIL FOR RIPARIAN PLANTING, AND 3H:1V SLOPE TO NEW EXISTING GRADE IN FLOODPLAIN AND CHANNEL 4. SEE SHEET 8 FOR TRAIL EMBANKMENT PROFILE AND TYPICAL SECTION.
MAX AREA AFFECTED BY GRADING = 1.0 ACRES.
MAX VOLUME OF FILL = 3,500 CY.
3. BURIED ROCK EMBANKMENT (2H:1V, 2.5 FT THICK) BENEATH RIPARIAN BUFFER AND 3H:1V SLOPE, DOWN TO RIVER BOTTOM ELEVATION, ~APPROX. 35FT. SEE SHEET 8 FOR TRAIL EMBANKMENT PROFILE AND TYPICAL SECTION.
MAX AREA AFFECTED BY EXCAVATION FOR ROCK (NOT OVERLAPPING WITH FILL GRADING (#2 ABOVE)) = 0.1 ACRES.
MAX VOLUME OF BURIED ROCK 3,050 CY.
4. TYPE 1 BATTERPILE ELJS TO ENGAGE THE NEW CHANNEL 4. LOCATIONS SHOWN APPROXIMATE. ELJS SHALL BE FIELD FIT AND PLACED SO STREAMSIDE OF STRUCTURE SITS AT THE TOE OF SLOPE. SEE BATTERPILE ELJ DETAIL ON SHEETS 97-98 OF THE CONTRACTED PLANS.
MAX NUMBER OF BATTERPILE ELJS IN CHANNEL 4 = 6.
5. TYPE 3 ELJS TO ENGAGE NEW CHANNEL 4. SEE TYPE 3 ELJ DETAIL ON SHEETS 91-92 OF THE CONTRACTED PLANS.
MAX NUMBER OF TYPE 3 ELJS IN CHANNEL 4 = 6.
6. OHWM SHOWN IS ESTIMATED BASED ON DECEMBER 2025 FLOOD OBSERVATIONS AND HYDRAULIC MODELING. THE SITE IS ACTIVELY BEING RE-VEGETATED SO OHWM IS ANTICIPATED TO DEVELOP IN THE COMING YEARS. THE LINE ON THESE PLANS IS OFFERED AS A CONSERVATIVE WAY OF ESTIMATING THE FOOTPRINT OF PROPOSED ADAPTIVE MANAGEMENT MEASURES WITHIN WATERS OF THE US.



0 1
IF THIS BAR DOES NOT MEASURE 1" THEN DRAWING IS NOT PLOTTED TO ORIGINAL SCALE.



NAME OR INITIALS AND DATE	GEOGRAPHIC INFORMATION
DESIGNED SW, MT	LATITUDE 47°13'53"N
CHECKED MT	LONGITUDE 122°13'47"W
DRAWN DS, KS	TN/SC/RG T20N/S12/R4E
CHECKED DS, KS, MT	DATE 10-APR-26

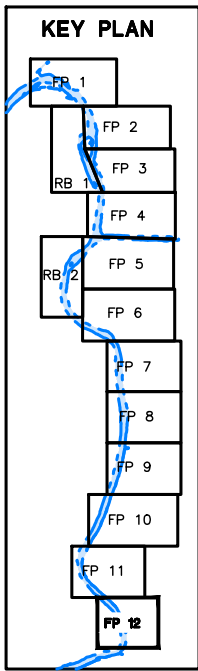
**WHITE RIVER RESTORATION
PROJECT PH 2 REHAB DESIGN**

**SITE PLAN – FLOODPLAIN
11**

6
SHEET 6 OF 9

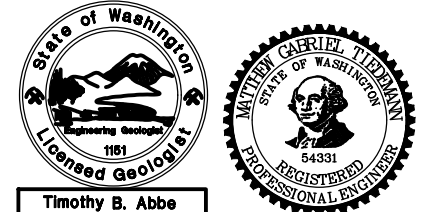
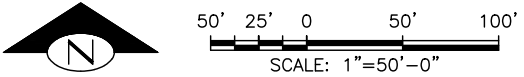
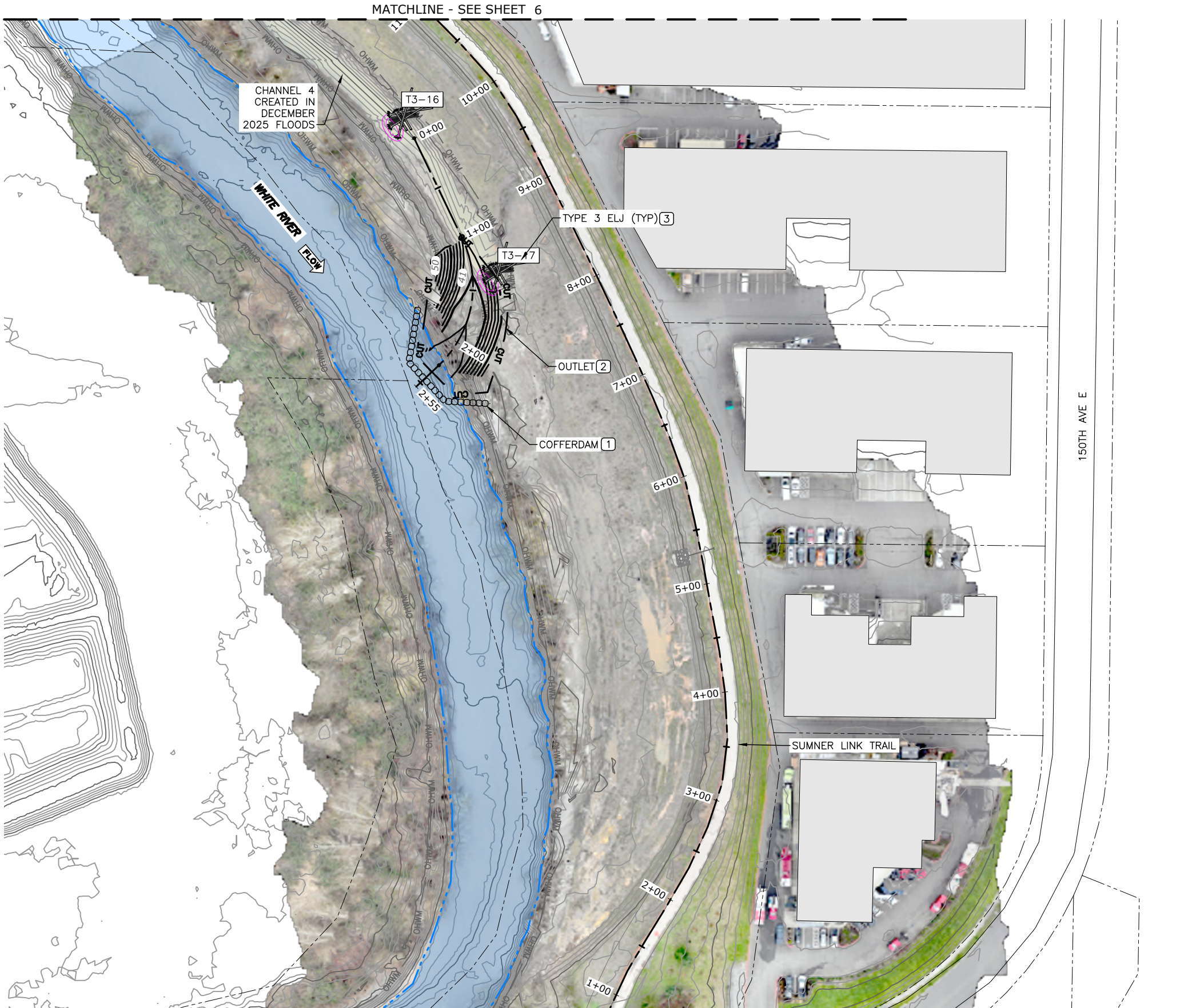
P:\A.G.CITY OF SUMNER\LOWER WHITE\2018\DESIGN\CAD-DWG-REHAB\DWG-SITE-PLANS-REHAB.DWG, MDT, 4/10/2026, 3:25:18 PM

Apr 10, 2026 REHAB DESIGN



NOTES

- 1 COFFERDAM AS NEEDED TO ISOLATE OUTLET GRADING AREA FROM MAINSTEM.
MAX COFFERDAM LENGTH = 150FT.
- 2 GRADE OUTLET TO CONNECT DOWNSTREAM END OF CHANNEL 4 TO MAINSTEM
SUCH THAT CHANNEL 4 CAN DRAIN AND PREVENT FISH STRANDING. NO NET
EXPORT OF MATERIAL; CUT VOLUME TO BE REUSED ON SITE. SEE SHEET 8
FOR SIDE CHANNEL OUTLET PROFILE AND TYPICAL SECTION.
MAX AREA AFFECTED BY GRADING = 0.75 ACRES.
MAX VOLUME OF MATERIAL CUT = 500 CY.
- 3 TYPE 3 ELJS TO ENGAGE NEW CHANNEL 4. SEE TYPE 3 ELJ DETAIL ON
SHEETS 91-92 OF THE CONTRACTED PLANS.
MAX NUMBER OF TYPE 3 ELJS IN CHANNEL 4 = 6.
4. OHWM SHOWN IS ESTIMATED BASED ON DECEMBER 2025 FLOOD
OBSERVATIONS AND HYDRAULIC MODELING. THE SITE IS ACTIVELY BEING
RE-VEGETATED SO OHWM IS ANTICIPATED TO DEVELOP IN THE COMING
YEARS. THE LINE ON THESE PLANS IS OFFERED AS A CONSERVATIVE WAY OF
ESTIMATING THE FOOTPRINT OF PROPOSED ADAPTIVE MANAGEMENT MEASURES
WITHIN WATERS OF THE US.



IF THIS BAR DOES
NOT MEASURE 1"
THEN DRAWING IS
NOT PLOTTED TO
ORIGINAL SCALE.



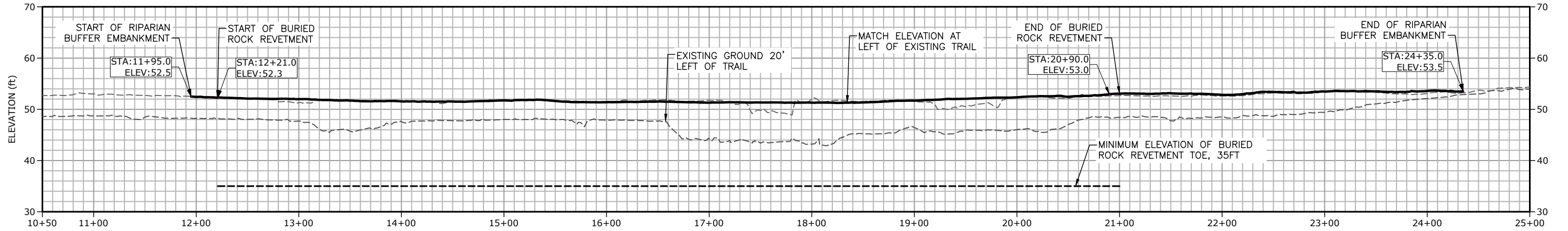
NAME OR INITIALS AND DATE	GEOGRAPHIC INFORMATION
DESIGNED SW, MT	LATITUDE 47°13'53"N
CHECKED MT	LONGITUDE 122°13'47"W
DRAWN DS, KS	TN/SC/RG T20N/S12/R4E
CHECKED DS, KS, MT	DATE 10-APR-26

**WHITE RIVER RESTORATION
PROJECT PH 2 REHAB DESIGN**

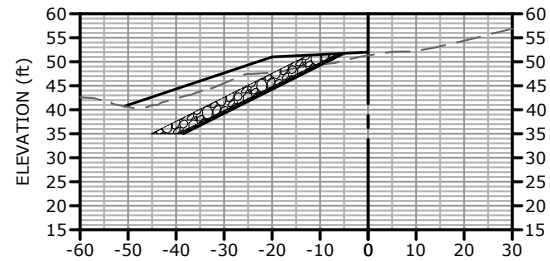
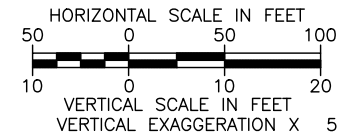
**SITE PLAN – FLOODPLAIN
12**

7
SHEET 7 OF 9

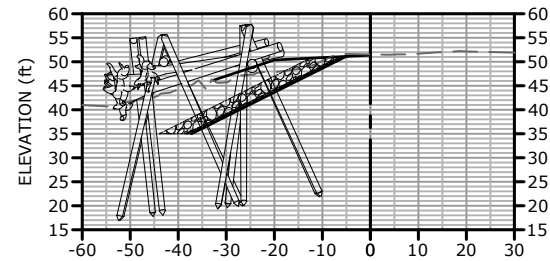
PROFILE VIEW FOLLOWS THE WEST EDGE
OF THE EXISTING SUMNER LINK TRAIL



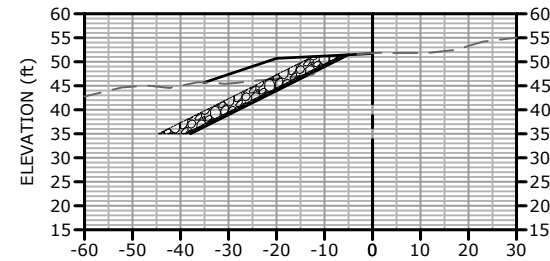
TRAIL EMBANKMENT PROFILE
STA 10+50 TO 25+00



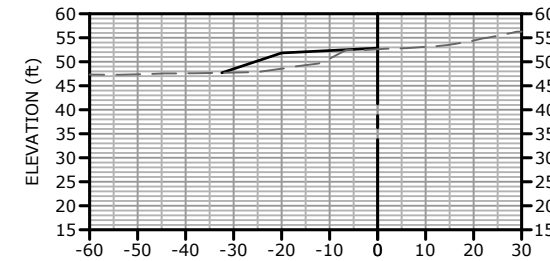
SECTION 1 (STA 13+00)



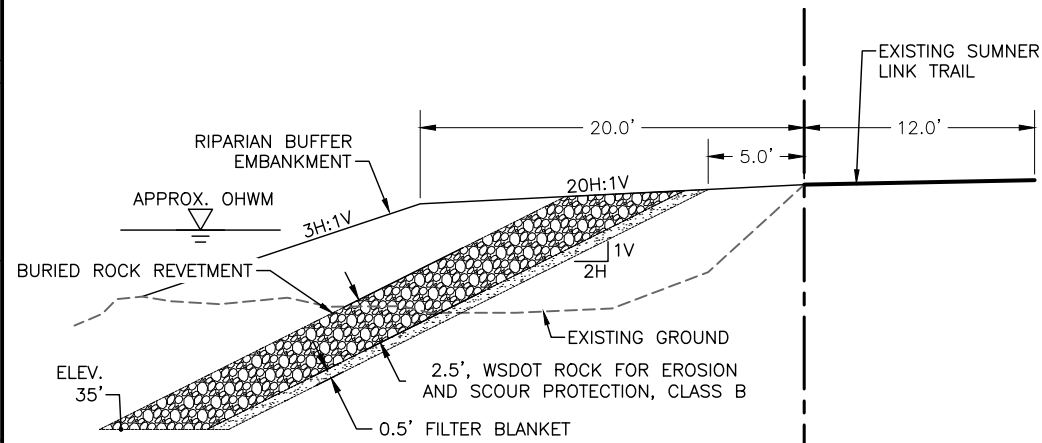
SECTION 2 (STA 16+00)



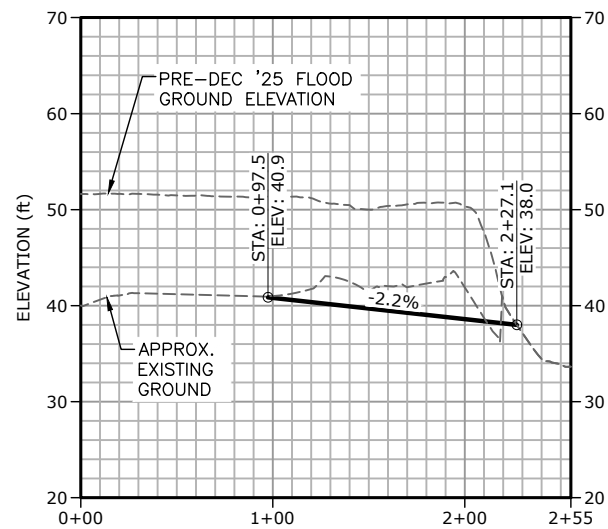
SECTION 3 (STA 19+00)



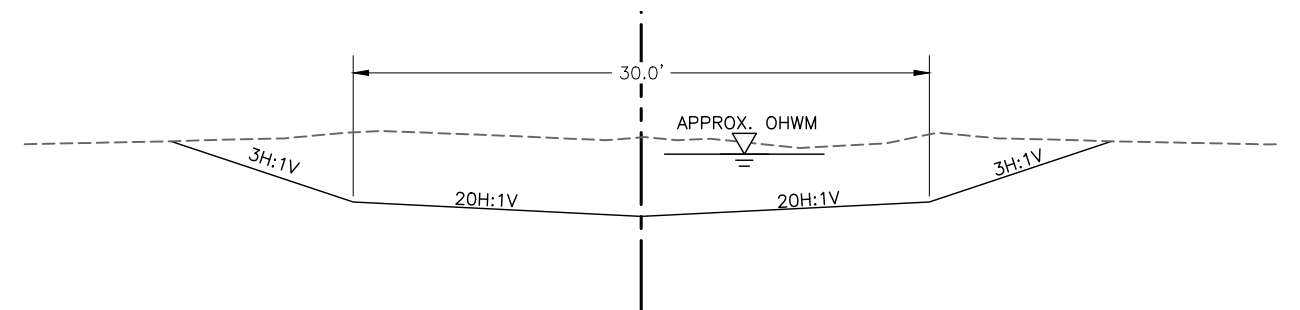
SECTION 4 (STA 22+00)



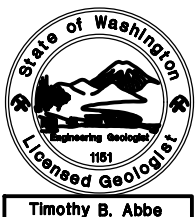
TRAIL EMBANKMENT TYPICAL SECTION



SIDE CHANNEL OUTLET PROFILE



SIDE CHANNEL OUTLET TYPICAL SECTION



IF THIS BAR DOES
NOT MEASURE 1" =
100' THEN DRAWING IS
NOT PLOTTED TO
ORIGINAL SCALE.



NAME OR INITIALS AND DATE	GEOGRAPHIC INFORMATION
DESIGNED: SW, MT	LATITUDE: 47°13'53"N
CHECKED: MT	LONGITUDE: 122°13'47"W
DRAWN: DS, KS	TN/SC/RG: T20N/S12/R4E
CHECKED: DS, KS, MT	DATE: 10-APR-26

WHITE RIVER RESTORATION
PROJECT PH 2 REHAB DESIGN

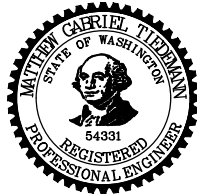
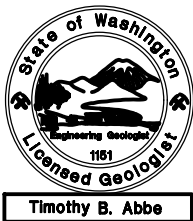
PROFILES & TYPICAL
SECTIONS

8
SHEET 8 OF 9

P:\A-G\CITY OF SUMNER\LOWERWHITE\2018\DESIGN\CAD-DWG--REHAB\DWG_Mch_4/10/2026_3:26:22_PM

TYPE 3 ELJ				
ELJ ID	STAKEOUT POINT 1 (SP1)		STAKEOUT POINT 2 (SP2)	
	NORTHING	EASTING	NORTHING	EASTING
T3-6	695698.0	1210685.3	695703.1	1210689.0
T3-7	695596.3	1210536.9	695602.6	1210537.3
T3-8	695448.0	1210532.3	695454.1	1210533.7
T3-9	694960.4	1210535.6	694966.0	1210538.4
T3-10	694745.6	1210311.7	694747.3	1210317.8
T3-11	694701.7	1210028.3	694702.0	1210034.6
T3-12	694109.0	1209663.8	694115.3	1209663.4
T3-13	693996.3	1209655.4	694002.6	1209654.9
T3-14	693291.9	1209883.9	693297.3	1209880.7
T3-15	693169.2	1209986.3	693174.6	1209983.0
T3-16	693052.9	1210102.8	693058.3	1210099.5
T3-17	692912.2	1210189.3	692917.7	1210186.1

BATTER PILE REVETMENT 1				
ELJ ID	STAKEOUT POINT 1 (SP1)		STAKEOUT POINT 2 (SP2)	
	NORTHING	EASTING	NORTHING	EASTING
B1-64	693933.8	1209691.9	693929.1	1209665.0
B1-65	693830.8	1209652.8	693826.1	1209625.9
B1-66	693712.8	1209636.5	693697.3	1209614.0
B1-67	693608.7	1209669.6	693586.9	1209653.1
B1-68	693497.6	1209726.2	693472.7	1209714.9
B1-69	693400.1	1209808.3	693375.2	1209796.9



0 0 1
IF THIS BAR DOES NOT MEASURE 1" THEN DRAWING IS NOT PLOTTED TO ORIGINAL SCALE.



NAME OR INITIALS AND DATE		GEOGRAPHIC INFORMATION	
DESIGNED	SW, MT	LATITUDE	47°13'53"N
CHECKED	MT	LONGITUDE	122°13'47"W
DRAWN	DS, KS	TN/SC/RG	T20N/S12/R4E
CHECKED	DS, KS, MT	DATE	10-APR-26

WHITE RIVER RESTORATION
PROJECT PH 2 REHAB DESIGN

ELJ STAKEOUT

9	
SHEET	9 OF 9

WHITE RIVER RESTORATION PROJECT

PHASE 2 - RB2 ADDENDUM

CITY OF SUMNER

CONTACT INFORMATION

NATURAL SYSTEMS DESIGN, INC

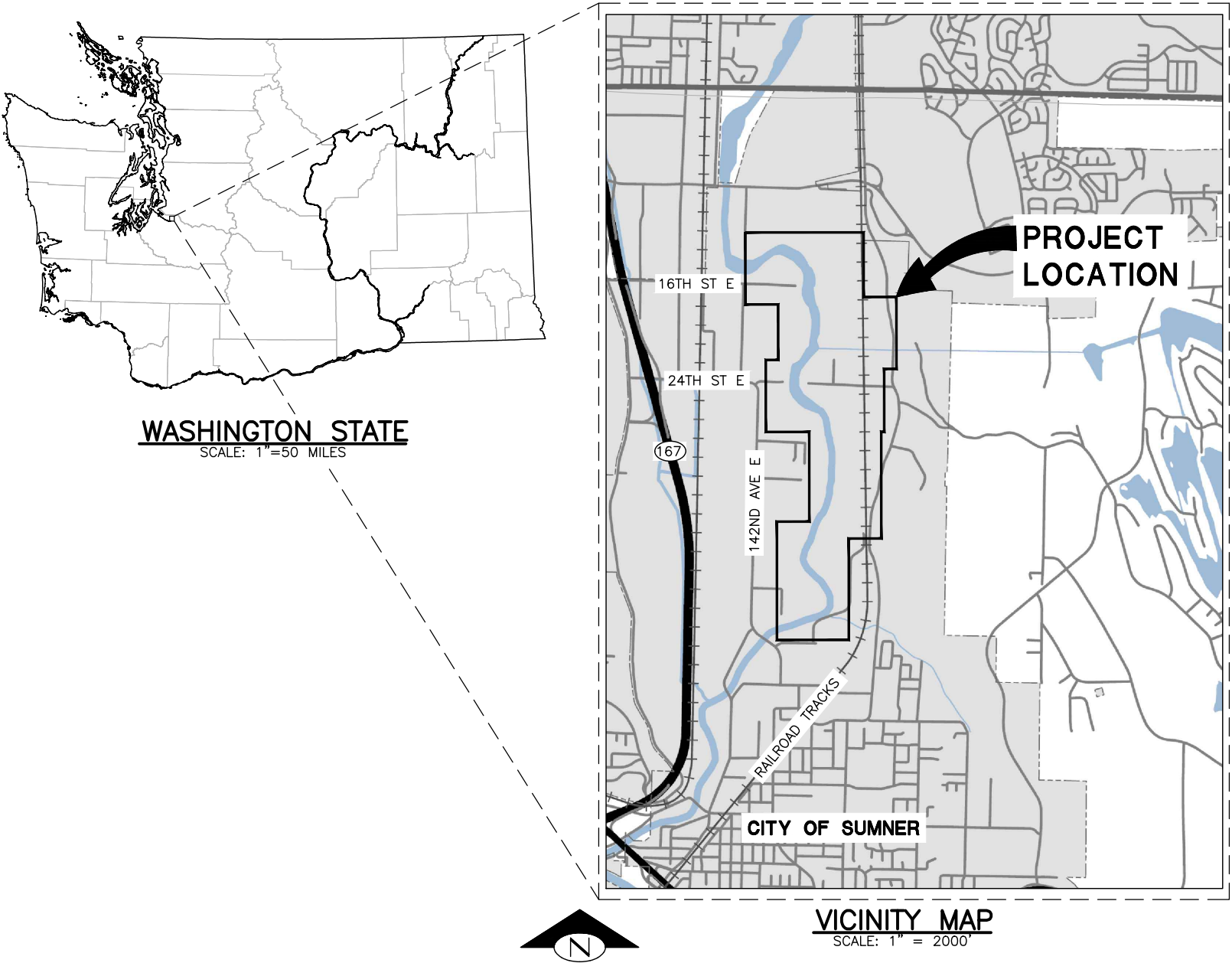
1900 N NORTHLAKE WAY, SUITE 211
SEATTLE, WA 98103
(206) 834-0175

CITY OF SUMNER

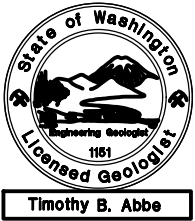
1104 MAPLE STREET
SUMNER, WA 98390
(253) 299-5715

PSOMAS KPG

2502 JEFFERSON AVENUE
TACOMA, WA 98402
(253) 627-0720



REVISIONS			
REV	DATE	DESCRIPTION	BY
1	2/27/25	PSIPE SITKA WILLOW ADDED TO SUMMARY OF QUANTITIES	MT
2	2/27/25	MINOR ADJUSTMENTS TO TOPSOIL SALVAGE TO AVOID INVASIVES	MT
3	4/24/25	ELJ T2-5 AND T2-10 LOCATIONS WERE RELOCATED AWAY FROM PRIVATE PROPERTY	MT
4	4/24/25	GRADING AT SOUTH END OF FOREST BERM (FLOODPLAIN 10) REVISED	MT
5	4/24/25	MINOR UPDATES TO ORDINARY HIGH WATER LINE TO ALIGN WITH PERMIT DELINEATIONS	MT
6	4/24/25	FOUR SUMNER LINK TRAIL BENCHES TO BE REMOVED/SALVAGED ADDED TO SITE PREP SHEETS	MT
7	4/24/25	DELINEATION OF EXISTING RIPRAP/ROCK AT RIGHT BANK 1 ADDED	MT
8	4/24/25	ADDED CATEGORY 4 TOPSOIL STOCKPILE TO PLANS NOT REPRESENTED IN TOPOGRAPHY	MT
9	5/20/25	CHANGED SIZE OF STEEL CHAIN FOR CHAIN LASHING TO 1/2" INCH, "SELF-COLORING"	MT
10	5/20/25	BATTERPILES B1-8 THROUGH B1-20 WERE RELOCATED TO AVOID CLEARING TREES	MT
11	9/25/25	QUANTITY OUTDATED PER RFI 012	MT
12	4/29/26	RIGHT BANK 2 TRAIL REALIGNMENT GRADING REVISED	MT
13	4/29/26	STORM DRAIN ELEMENTS AT RIGHT BANK 2 SITE REMOVED DUE TO GRADING CHANGE.	MT
14	4/29/26	QUARRY SPALLS FOR EROSION PROTECTION AT RB2 TRAIL	MT



IF THIS BAR DOES NOT MEASURE 1" THEN DRAWING IS NOT PLOTTED TO ORIGINAL SCALE.



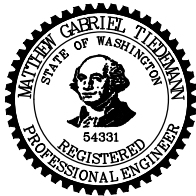
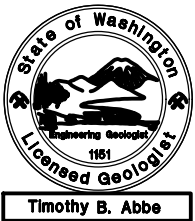
NAME OR INITIALS AND DATE	GEOGRAPHIC INFORMATION
DESIGNED SW, MT, RLE, TA	LATITUDE 47°13'53"N
CHECKED MN, MT	LONGITUDE 122°13'47"W
DRAWN DS, KS, KP, MT	TN/SC/RG T20N/S12/R4E
CHECKED MN, DS, KS, MT	DATE 29-APR-26

WHITE RIVER RESTORATION PROJECT – PHASE 2

COVER SHEET

1
SHEET 1 OF 122

P:\A.G.CITY OF SUMNER\LOWERWHITE2018\DESIGN\CAD-DWG5--2019\GENERAL NOTES.DWG.Matt 4/29/2026 12:02:51 PM



0 0 1
IF THIS BAR DOES NOT MEASURE 1" THEN DRAWING IS NOT PLOTTED TO ORIGINAL SCALE.



NAME OR INITIALS AND DATE	
DESIGNED	SW, MT, RLE, TA
CHECKED	MN, MT
DRAWN	DS, KS, KP, MT
CHECKED	MN, DS, KS, MT

GEOGRAPHIC INFORMATION	
LATITUDE	47°13'53"N
LONGITUDE	122°13'47"W
TN/SC/RG	T20N/S12/R4E
DATE	29-APR-26

WHITE RIVER RESTORATION
PROJECT – PHASE 2

SUMMARY OF QUANTITIES AND
GRADING VOLUMES

4
SHEET 4 OF 122

SUMMARY OF QUANTITIES

ITEM #	ITEM DESCRIPTION	SPECIFICATIONS SECTION	QTY	UNIT
1	MOBILIZATION	1-09	1	LS
2	TRAIL DETOUR PROTECTION	SP 1-07.23	1	FA
3	MINOR CHANGE	1-04.4	1	FA
4	STORMWATER POLLUTION PREVENTION PLAN	SP 8-01.3(1)A	1	LS
5	EROSION CONTROL AND WATER POLLUTION PREVENTION	SP 8-01	1	LS
6	REMOVAL OF STRUCTURES AND OBSTRUCTIONS	SP 2-02	1	LS
7	OPTIONAL SHORING OR EXTRA EXCAVATION CLASS A	SP 2-09	1	LS
8	COMMON EXCAVATION, INCL HAUL TO CAT 1,2,3 STOCKPILES	SP 2-03.3	200000	CY
9	COMMON EXCAVATION, INCL HAUL TO EMBANKMENT	SP 2-03.3	327566	CY
10	TOPSOIL SALVAGE AND PLACEMENT	SP 2-03.3	124416	CY
11	STREAMBED GRAVEL	SP 8-30.3(6)	15307	CY
12	DRIVEN TIMBER PILE, PC-5	SP 6-05	119	EA
13	DRIVEN TIMBER PILE, PC-4.5	SP 6-05	210	EA
14	DRIVEN TIMBER PILE, PE-4	SP 6-05	1056	EA
15	DRIVEN TIMBER PILE, PE-3	SP 6-05	30	EA
16	TYPE 1 ELJ	SP 8-26	5	EA
17	TYPE 2 ELJ	SP 8-26	14	EA
18	TYPE 3 ELJ	SP 8-26	5	EA
19	DOLOTIMBER 1	SP 8-26	16	EA
20	DOLOTIMBER 2	SP 8-26	1	EA
21	BATTERPILE REVETMENT TYPE 1	SP 8-26	63	EA
22	BATTERPILE REVETMENT TYPE 2	SP 8-26	25	EA
23	PLANT INSTALLATION UPLAND FOREST	SP 8-02	37.7	AC
24	PLANT INSTALLATION TRANSITIONAL FOREST	SP 8-02	50.0	AC
25	PLANT INSTALLATION WET FOREST	SP 8-02	54.3	AC
26	PLANT INSTALLATION SCRUB SHRUB	SP 8-02	7.3	AC
27	PLANT INSTALLATION BANK	SP 8-02	7.0	AC
28	PLANT INSTALLATION FORESTED BERM	SP 8-02	10.7	AC
29	PLANT INSTALLATION CONIFER UNDERPLANTING AND WEED MANAGEMENT	SP 8-02	23.4	AC
30	PLANT STAGING	SP 8-02	1	LS
31	WET AREA SEED MIX	SP 8-02	14.3	AC
32	UPLAND STABILITY SEED MIX	SP 8-02	48.4	AC
33	WRRP TEMPORARY SEED MIX	SP 8-02	127.6	AC
34	MULCH	SP 8-02	5289	CY
35	PSIPE DOGWOOD	SP 8-02	12210	EA
36	PSIPE PACIFIC WILLOW	SP 8-02	8524	EA
37	PSIPE SCOULERS WILLOW	SP 8-02	7624	EA
38	PSIPE SITKA WILLOW	SP 8-02	25525	EA
39	IRRIGATION SYSTEM	SP 8-03	1	LS
40	PSIPE LIVE BRUSH MATTRESS	SP 8-02.3	2379	SY
41	PSIPE LIVE FACINE	SP 8-02.3	1175	LF
42	BANK TREATMENT COIR FABRIC	SP 8-01.3(3)	7146	SY
43	ROCK ROUGHNESS FEATURES	SP 8-30.3(4)	10	EA
44	FORESTED BERM ROCK EMBANKMENT	SP 8-30.3(5)	10331	CY
45	SUMNER LINK TRAIL INSTALLATION	SP 8-27	1801	LF
46	STORM DRAIN MODIFICATIONS	SP 7-04.3 (2)	1	LS
47	HIGH VISIBILITY FENCE	SP 8-01.4(4)	16800	LF
48	CLEARING	SP 2-09	51.6	AC
49	N09 DITCH CULVERT	APPENDIX F4 - SP	1	LS
50	N09 DITCH CULVERT FOUNDATION ESTABLISHMENT	APPENDIX F4 - SP	370	TN
51	MINOR GRADING FOR DRAINAGE AND PLANTING PREP	NOT IN THESE PLANS, SEE PH2 REHAB DESIGN		
52	QUARRY SPALLS	8-30.3(2)D	330	CY
53	CONSTRUCTION GEOTEXTILE FOR PERMANENT EROSION CONTROL	8-30.3(2)C	980	SY

EARTHWORK VOLUMES

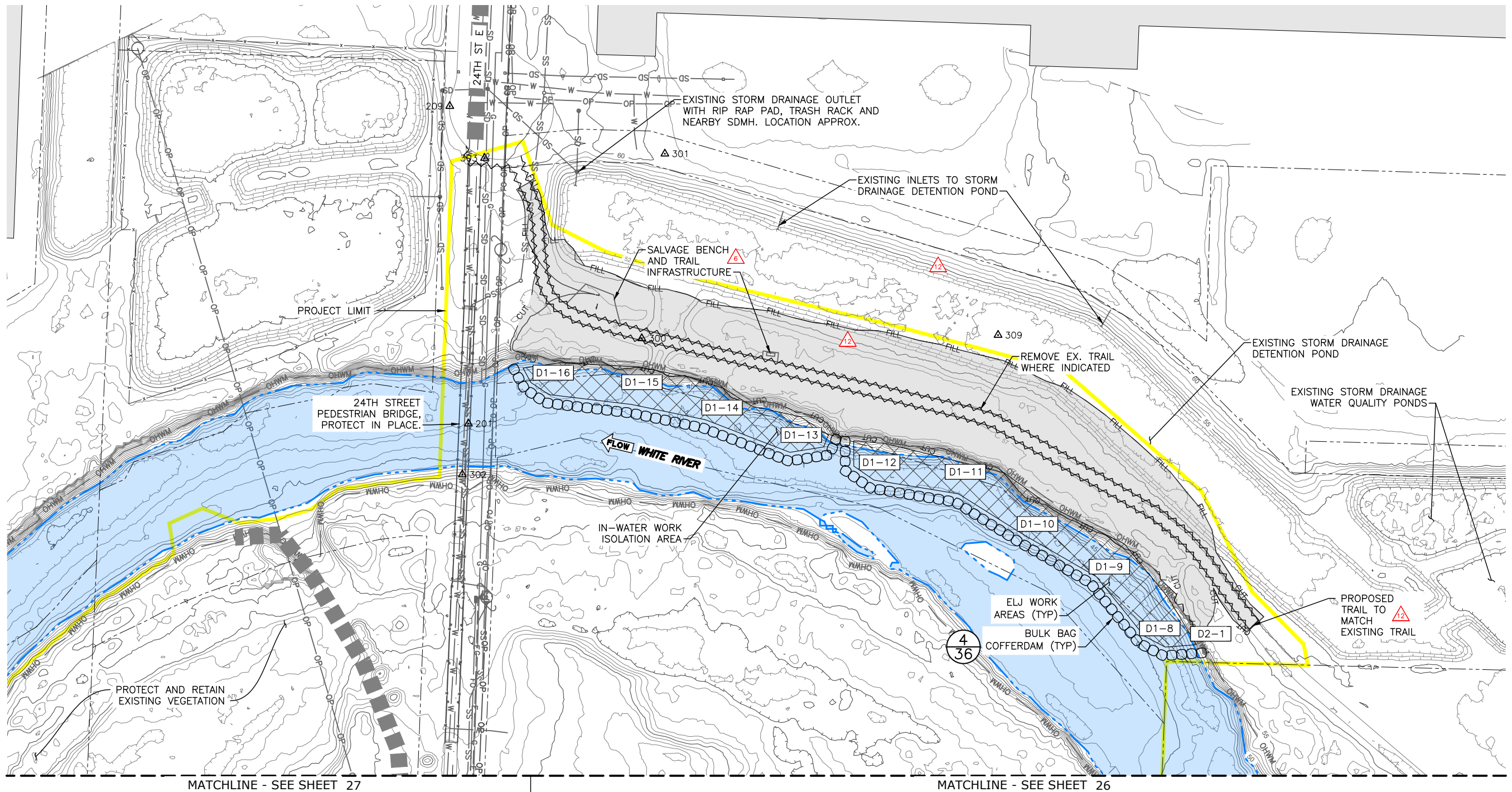
COMMON EXCAVATION VOLUME, FINISHED GRADE NEAT LINE				
	SITE PLANS	TOTAL CUT VOLUME (CY)	TOTAL FILL VOLUME (CY)	NET VOLUME (CY)
NORTH OF TAILRACE	FLOODPLAIN 1-4	124,821	105,768	19,053
SOUTH OF TAILRACE	FLOODPLAIN 5-12	401,780	290,428	111,352
RIGHT BANK	RIGHT BANK 1	2,338	21,402	-19,063
	RIGHT BANK 2	5,541	522	5,019
COMMON EXCAVATION VOLUME, OVEREXCAVATION FOR SUBGRADE GRADE NEAT LINE				
	TOTAL CUT VOLUME (CY)			
FOR TOPSOIL PLACEMENT	124,416			
FOR STREAMBED GRAVEL PLACEMENT	15,307			

ELJ MATERIAL SCHEDULE – PROJECT TOTALS

TYPE	LOG ID/NAME	DIA* (IN)	LENGTH** (FT)	PROJECT QUANTITY	UNIT
PILE	PC-5	22	50	119	COUNT
PILE	PC-4.5	22	45	210	COUNT
PILE	PE-4	18	40	1056	COUNT
PILE	PE-3	18	30	30	COUNT
ROOTWAD	RB-4	24	40	252	COUNT
ROOTWAD	RD-4	20	40	30	COUNT
ROOTWAD	RD-3	20	30	260	COUNT
ROOTWAD	RG-4	14	40	15	COUNT
ROOTWAD	RG-2	14	20	10	COUNT
LOG	B-5	24	50	14	COUNT
LOG	B-4	24	40	216	COUNT
LOG	D-5	20	50	5	COUNT
LOG	D-4	20	40	138	COUNT
LOG	D-3	20	30	88	COUNT
LOG	G-4	14	40	5	COUNT
MISC. WOOD	RACKING	6-12	30-40	14490	COUNT
MISC. WOOD	SLASH	<6	<30	26495	CY
MISC.	DOLO	-	-	136	COUNT
MISC.	CHAIN LASHING	-	-	715	COUNT
MISC.	COIR-900	-	-	15320	SY

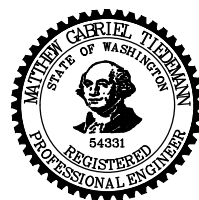
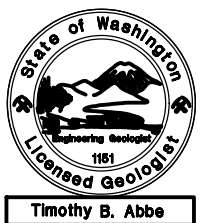
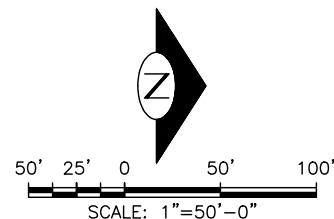
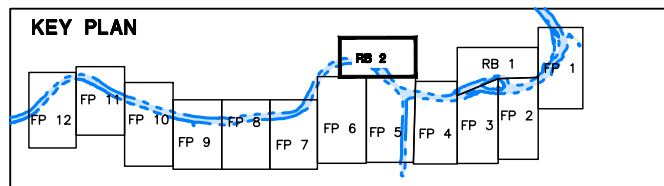
* MINIMUM DIAMETER AT BREAST HEIGHT

** TOTAL LENGTH OF ROOTWAD



NOTES

1. NO VEHICLES SHALL ACCESS THE 24TH STREET PEDESTRIAN BRIDGE



IF THIS BAR DOES NOT MEASURE 1" THEN DRAWING IS NOT PLOTTED TO ORIGINAL SCALE.



NAME OR INITIALS AND DATE	GEOGRAPHIC INFORMATION
DESIGNED SW, MT, RLE, TA	LATITUDE 47°13'53"N
CHECKED MN, MT	LONGITUDE 122°13'47"W
DRAWN DS, KS, KP, MT	TN/SC/RG T20N/S12/R4E
CHECKED MN, DS, KS, MT	DATE 29-APR-26

WHITE RIVER RESTORATION PROJECT – PHASE 2

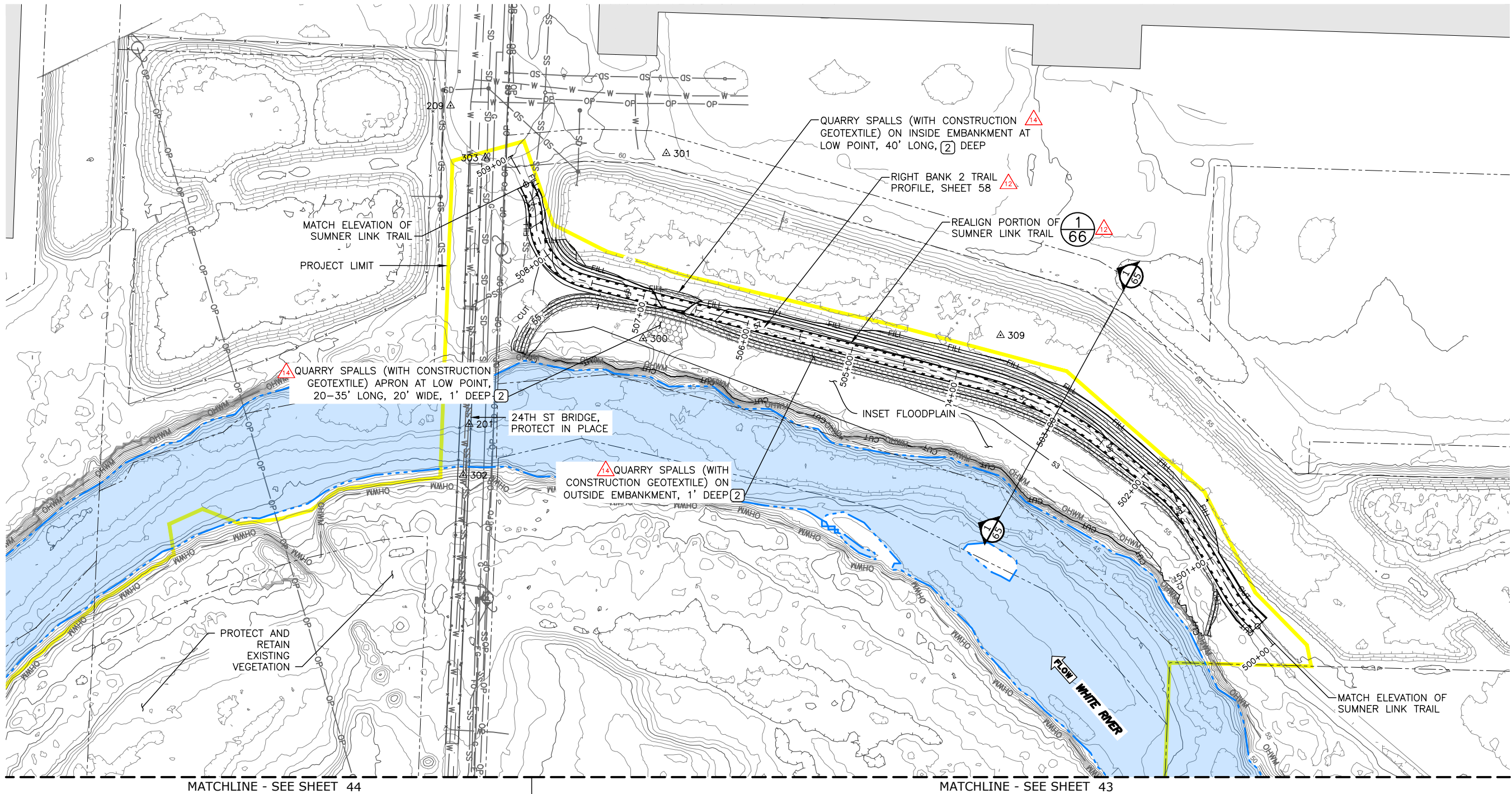
TESC & SITE PREPARATION – RIGHT BANK 2

35

SHEET 35 OF 122

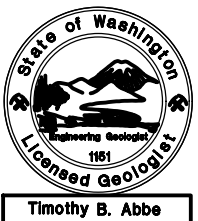
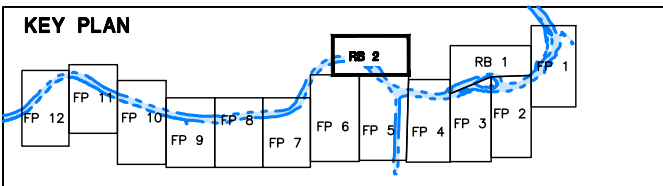
Page 88 of 142

P:\A\G\CITY OF SUMNER\LOWERWHITE2018\DESIGN\CAD-DWG-2019\PROPOSED GRADING.DWG Modt 4/29/2026 12:04:25 PM



NOTES

1. PROPOSED CONTOURS REFLECT FINISHED GRADE. OVER-EXCAVATION REQUIRED TO ALLOW FOR PLACEMENT OF TOPSOIL AND STREAMBED GRAVEL. SEE GENERAL NOTES AND PROPOSED CONDITIONS SHEETS FOR MORE INFORMATION.
- 2 IF GRADING RESULTS IN EXCESS MATERIAL (NOT TO GO TO RB1), EXCESS MATERIAL IS TO BE SPREAD EVENLY ATOP QUARRY SPALLS AND SEEDED.



IF THIS BAR DOES NOT MEASURE 1" THEN DRAWING IS NOT PLOTTED TO ORIGINAL SCALE.



NAME OR INITIALS AND DATE	GEOGRAPHIC INFORMATION
DESIGNED SW, MT, RLE, TA	LATITUDE 47°13'53"N
CHECKED MN, MT	LONGITUDE 122°13'47"W
DRAWN DS, KS, KP, MT	TN/SC/RG T20N/S12/R4E
CHECKED MN, DS, KS, MT	DATE 29-APR-26

WHITE RIVER RESTORATION PROJECT – PHASE 2

PROPOSED GRADING – RIGHT BANK 2

52
SHEET 52 OF 122
Page 89 of 142

Apr 29, 2026 RB2 ADDENDUM

P:\A.G.CITY OF SUMNER\LOWERWHITE2018\DESIGN\CAD-DWG5--2019 CHANNEL PROFILES.DWG, Mch. 4/29/2026 12:05:24 PM

CHANNEL 3

STATION	NORTHING	EASTING
321+00	695,704.1	1,211,126.6
320+75	695,705.5	1,211,101.6
320+50	695,707.0	1,211,076.7
320+25	695,708.4	1,211,051.7
320+00	695,709.8	1,211,026.8
319+75	695,711.2	1,211,001.8
319+50	695,712.7	1,210,976.9
319+25	695,714.1	1,210,951.9
319+00	695,715.5	1,210,926.9
318+75	695,716.5	1,210,902.0
318+50	695,716.5	1,210,877.0
318+25	695,715.7	1,210,852.0
318+00	695,714.0	1,210,827.0
317+75	695,711.3	1,210,802.2
317+50	695,707.8	1,210,777.4
317+25	695,703.4	1,210,752.8
317+00	695,698.1	1,210,728.4
316+75	695,692.0	1,210,704.2
316+50	695,684.9	1,210,680.2
316+25	695,677.1	1,210,656.4
316+00	695,668.2	1,210,633.0
315+75	695,656.7	1,210,610.9
315+50	695,641.7	1,210,590.9
315+25	695,623.9	1,210,573.5
315+00	695,603.5	1,210,559.1
314+75	695,581.0	1,210,548.0
314+50	695,557.2	1,210,540.7
314+25	695,532.5	1,210,537.2
314+00	695,507.5	1,210,537.6
313+75	695,482.9	1,210,541.9
313+50	695,459.7	1,210,551.1
313+25	695,439.7	1,210,566.0
313+00	695,424.1	1,210,585.4
312+75	695,412.4	1,210,607.5
312+50	695,398.8	1,210,628.5
312+25	695,382.7	1,210,647.6
312+00	695,364.5	1,210,664.7
311+75	695,344.3	1,210,679.4
311+50	695,322.5	1,210,691.6
311+25	695,299.4	1,210,701.1
311+00	695,275.3	1,210,707.5
310+75	695,250.4	1,210,709.7
310+50	695,225.5	1,210,707.4

CHANNEL 3

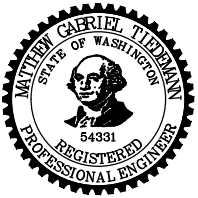
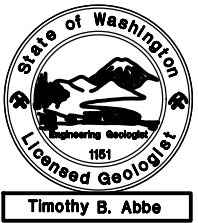
STATION	NORTHING	EASTING
310+25	695,201.5	1,210,700.8
310+00	695,179.0	1,210,690.0
309+75	695,158.7	1,210,675.4
309+50	695,141.4	1,210,657.4
309+25	695,127.5	1,210,636.7
309+00	695,117.5	1,210,613.8
308+75	695,111.6	1,210,589.5
308+50	695,105.4	1,210,565.4
308+25	695,095.7	1,210,542.3
308+00	695,082.8	1,210,520.9
307+75	695,067.0	1,210,501.6
307+50	695,048.5	1,210,484.8
307+25	695,027.8	1,210,470.9
307+00	695,005.5	1,210,459.5
306+75	694,982.7	1,210,449.3
306+50	694,959.4	1,210,440.2
306+25	694,935.7	1,210,432.3
306+00	694,911.7	1,210,425.3
305+75	694,888.4	1,210,416.4
305+50	694,866.3	1,210,404.7
305+25	694,845.8	1,210,390.4
305+00	694,827.1	1,210,373.8
304+75	694,810.6	1,210,355.0
304+50	694,796.5	1,210,334.4
304+25	694,784.9	1,210,312.3
304+00	694,775.7	1,210,289.0
303+75	694,768.7	1,210,265.0
303+50	694,764.2	1,210,240.5
303+25	694,762.2	1,210,215.5
303+00	694,762.6	1,210,190.6
302+75	694,765.6	1,210,165.7
302+50	694,767.7	1,210,140.9
302+25	694,769.0	1,210,115.9
302+00	694,770.0	1,210,090.9
301+75	694,770.6	1,210,065.9
301+50	694,771.0	1,210,040.9
301+25	694,771.0	1,210,015.9
301+00	694,770.7	1,209,990.9
300+75	694,770.2	1,209,965.9
300+50	694,769.3	1,209,940.9
300+25	694,768.1	1,209,916.0
300+00	694,766.6	1,209,891.0

RIGHT BANK 1 TRAIL

STATION	NORTHING	EASTING
400+00	701,095.6	1,209,261.1
400+25	701,070.6	1,209,260.4
400+50	701,045.6	1,209,259.5
400+75	701,020.7	1,209,257.5
401+00	700,995.8	1,209,255.5
401+25	700,970.9	1,209,253.5
401+50	700,946.0	1,209,251.5
401+75	700,921.0	1,209,249.7
402+00	700,896.2	1,209,252.2
402+25	700,872.2	1,209,259.1
402+50	700,848.3	1,209,266.6
402+75	700,824.5	1,209,274.1
403+00	700,800.6	1,209,281.6
403+25	700,776.8	1,209,289.1
403+50	700,753.1	1,209,297.0
403+75	700,730.0	1,209,306.6
404+00	700,706.9	1,209,316.2
404+25	700,683.8	1,209,325.8
404+50	700,660.8	1,209,335.6
404+75	700,637.9	1,209,345.5
405+00	700,614.9	1,209,355.4
405+25	700,592.0	1,209,365.4
405+50	700,569.3	1,209,375.8
405+75	700,548.7	1,209,389.9
406+00	700,530.9	1,209,407.4
406+25	700,516.3	1,209,427.7
406+50	700,505.6	1,209,450.2
406+75	700,496.3	1,209,473.3
407+00	700,478.0	1,209,490.2
407+25	700,458.5	1,209,505.9
407+50	700,437.8	1,209,519.8
407+75	700,416.6	1,209,533.0
408+00	700,395.3	1,209,546.2
408+25	700,373.4	1,209,558.2
408+50	700,351.0	1,209,569.4
408+75	700,328.1	1,209,579.4
409+00	700,304.8	1,209,588.3
409+25	700,280.5	1,209,594.1
409+50	700,255.5	1,209,594.4
409+75	700,230.5	1,209,593.8
410+00	700,205.5	1,209,593.3

RIGHT BANK 2 TRAIL 

STATION	NORTHING	EASTING
500+00	699,193.0	1,209,358.5
500+25	699,177.1	1,209,339.2
500+50	699,160.2	1,209,320.8
500+75	699,147.1	1,209,299.5
501+00	699,134.5	1,209,278.0
501+25	699,121.8	1,209,256.4
501+50	699,108.8	1,209,235.0
501+75	699,091.8	1,209,216.8
502+00	699,072.4	1,209,201.1
502+25	699,052.9	1,209,185.4
502+50	699,033.5	1,209,169.7
502+75	699,013.2	1,209,155.1
503+00	698,991.8	1,209,142.2
503+25	698,969.4	1,209,131.2
503+50	698,946.1	1,209,122.0
503+75	698,922.2	1,209,114.9
504+00	698,897.9	1,209,108.6
504+25	698,873.7	1,209,102.4
504+50	698,849.5	1,209,096.1
504+75	698,825.3	1,209,089.9
505+00	698,801.1	1,209,083.7
505+25	698,776.9	1,209,077.4
505+50	698,752.7	1,209,071.2
505+75	698,728.5	1,209,064.9
506+00	698,704.3	1,209,058.7
506+25	698,680.1	1,209,052.5
506+50	698,655.9	1,209,046.2
506+75	698,631.6	1,209,040.0
507+00	698,607.4	1,209,033.7
507+25	698,583.2	1,209,027.5
507+50	698,559.0	1,209,021.3
507+75	698,535.7	1,209,012.7
508+00	698,517.5	1,208,995.7
508+25	698,507.8	1,208,972.9
508+50	698,505.2	1,208,948.1
508+75	698,495.2	1,208,925.2
509+00	698,483.1	1,208,903.4



0 0 1
IF THIS BAR DOES
NOT MEASURE 1"
THEN DRAWING IS
NOT PLOTTED TO
ORIGINAL SCALE.



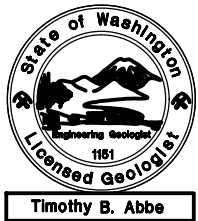
NAME OR INITIALS AND DATE	
DESIGNED	SW, MT, RLE, TA
CHECKED	MN, MT
DRAWN	DS, KS, KP, MT
CHECKED	MN, DS, KS, MT

GEOGRAPHIC INFORMATION	
LATITUDE	47°13'53"N
LONGITUDE	122°13'47"W
TN/SC/RG	T20N/S12/R4E
DATE	29-APR-26

WHITE RIVER RESTORATION
PROJECT – PHASE 2

ALIGNMENT STAKEOUT 2

P:\A.G.CITY OF SUMNER\LOWERWHITE2018\DESIGN\CAD-DWG5-2019.CHANNEL_PROFILES.DWG, Mdt, 4/29/2026, 12:05:34 PM



IF THIS BAR DOES NOT MEASURE 1" THEN DRAWING IS NOT PLOTTED TO ORIGINAL SCALE.



NAME OR INITIALS AND DATE	
DESIGNED	SW, MT, RLE, TA
CHECKED	MN, MT
DRAWN	DS, KS, KP, MT
CHECKED	MN, DS, KS, MT

GEOGRAPHIC INFORMATION	
LATITUDE	47°13'53"N
LONGITUDE	122°13'47"W
TN/SC/RG	T20N/S12/R4E
DATE	29-APR-26

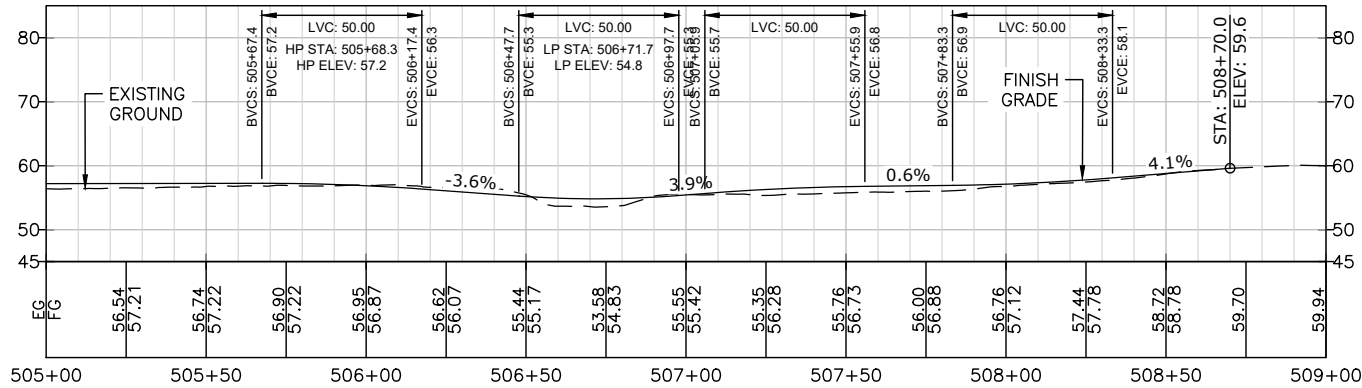
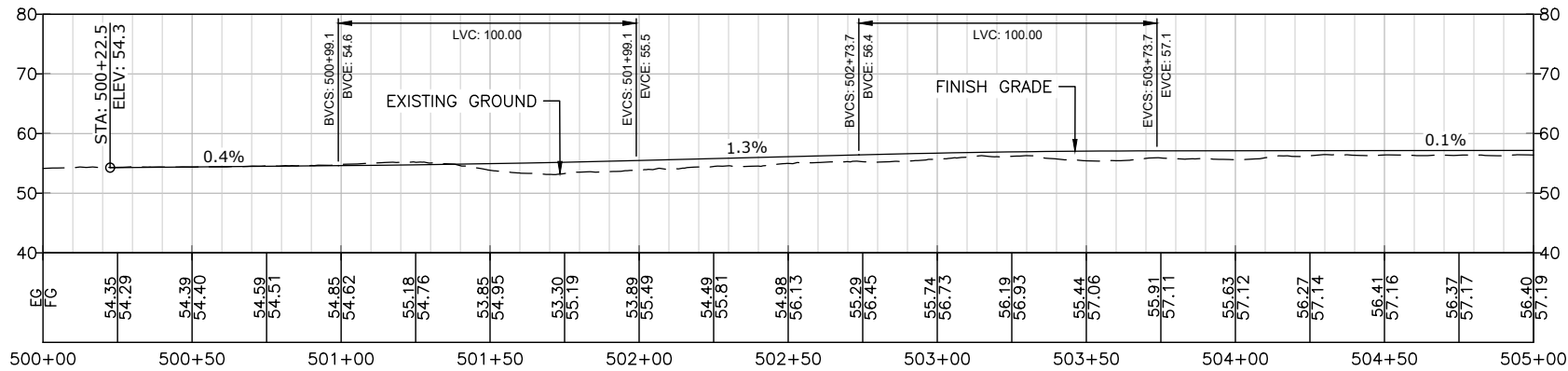
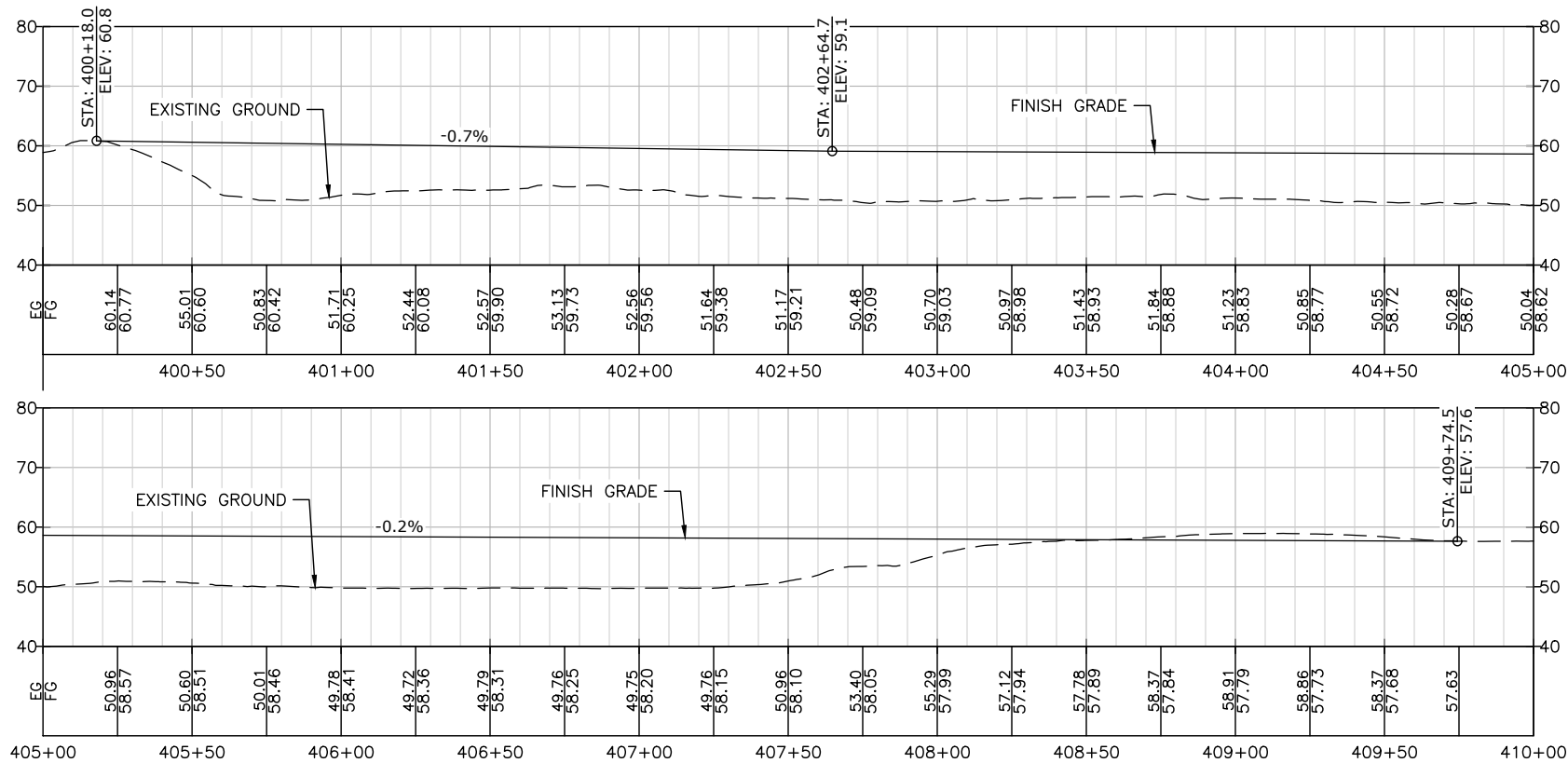
WHITE RIVER RESTORATION PROJECT – PHASE 2

TRAIL PROFILES

58

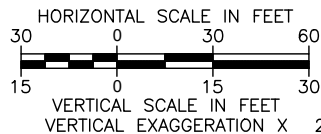
SHEET 58 OF 122

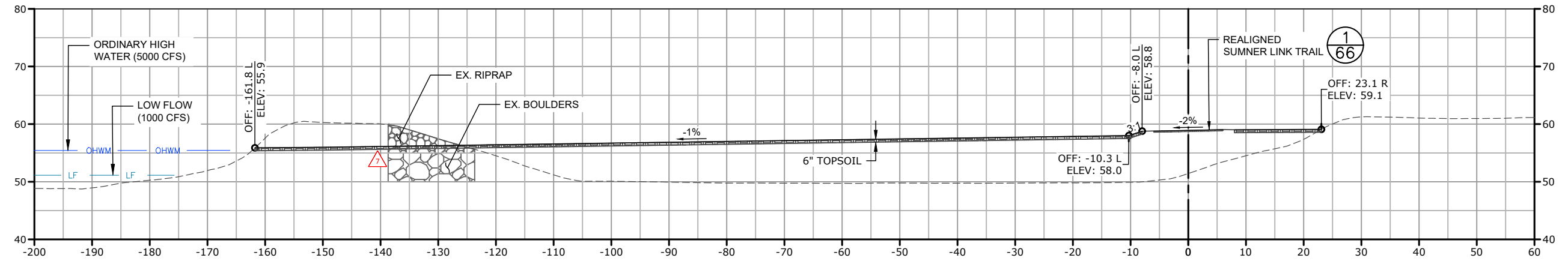
Page 91 of 142



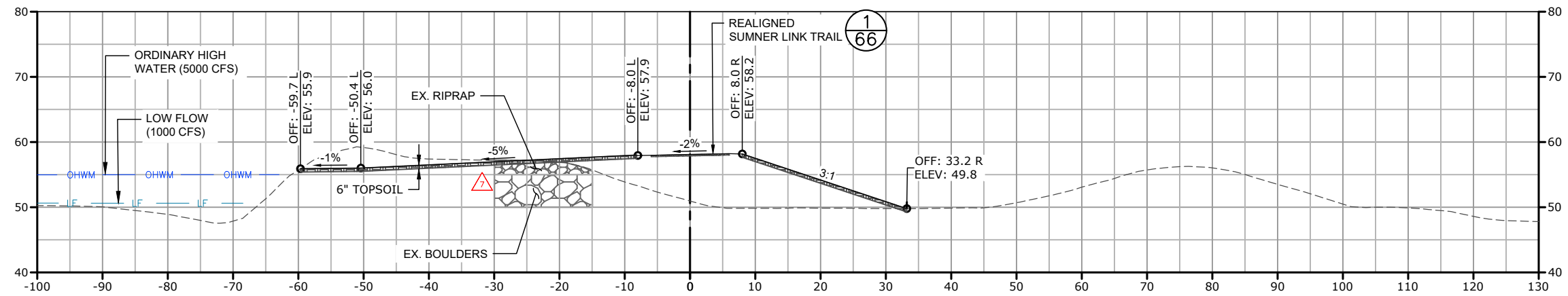
NOTES

1. PROFILES INDICATE FINISH GRADE.
2. REFER TO SHEET 66 FOR TRAIL TYPICAL SECTION.

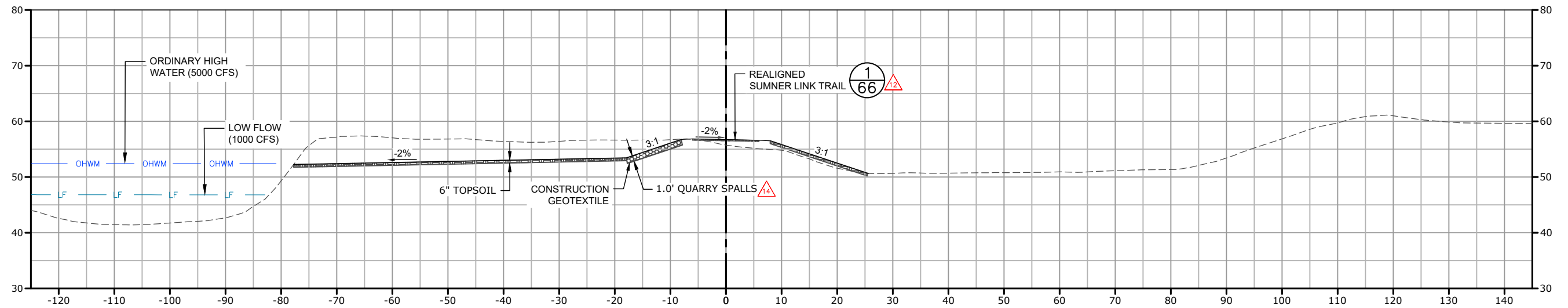




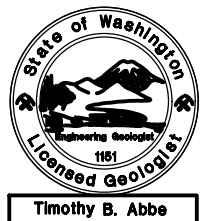
RIGHT BANK 1 SECTION 1-1 (STA 403+50)



RIGHT BANK 1 SECTION 2-2 (STA 407+50)



RIGHT BANK 2 SECTION 1-1 (STA 503+00) ⚠️ ⚠️ ⚠️



0 0 1
IF THIS BAR DOES
NOT MEASURE 1"
THEN DRAWING IS
NOT PLOTTED TO
ORIGINAL SCALE.



NAME OR INITIALS AND DATE		GEOGRAPHIC INFORMATION	
DESIGNED	SW, MT, RLE, TA	LATITUDE	47°13'53"N
CHECKED	MN, MT	LONGITUDE	122°13'47"W
DRAWN	DS, KS, KP, MT	TN/SC/RG	T20N/S12/R4E
CHECKED	MN, DS, KS, MT	DATE	29-APR-26

WHITE RIVER RESTORATION
PROJECT – PHASE 2

RIGHT BANK – CROSS
SECTIONS

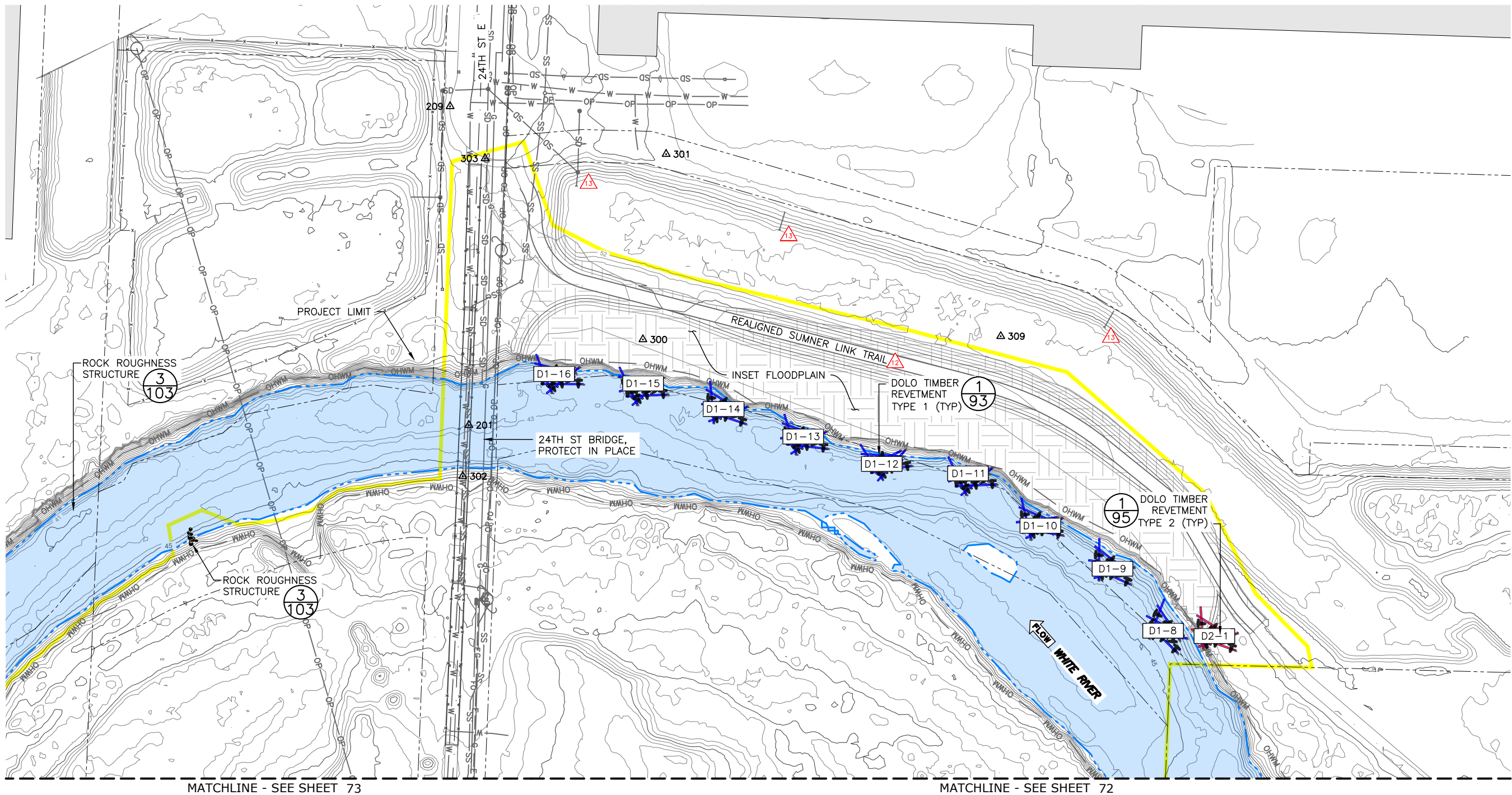
65

SHEET 65 OF 122

Page 92 of 142

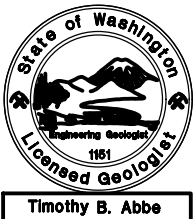
Apr 29, 2026 RB2 ADDENDUM

P:\A\G\CITY OF SUMNER\LOWERWHITE2018\DESIGN\CAD-DWG5-2019\PROPOSED CONDITIONS.DWG Modt 4/29/2026 12:07:41 PM



NOTES

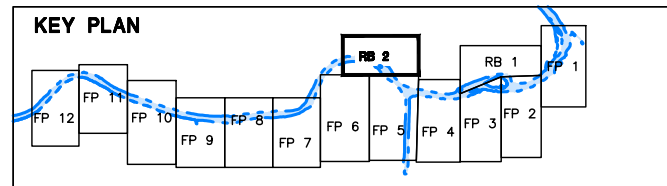
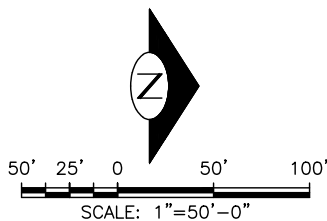
1. PLACE 6 INCHES OF TOPSOIL IN ALL AREAS DISTURBED BY EARTHWORK, EXCEPT CHANNELS, TO MEET FINISH GRADE. TOPSOIL SHALL BE DISCED (OR APPROVED EQUIVALENT TECHNIQUE) TO A DEPTH OF 9 INCHES (0.75FT).
2. SEE SHEET 82 FOR ELJ STAKEOUT.



IF THIS BAR DOES NOT MEASURE 1" THEN DRAWING IS NOT PLOTTED TO ORIGINAL SCALE.



NAME OR INITIALS AND DATE		GEOGRAPHIC INFORMATION	
DESIGNED	SW, MT, RLE, TA	LATITUDE	47°13'53"N
CHECKED	MN, MT	LONGITUDE	122°13'47"W
DRAWN	DS, KS, KP, MT	TN/SC/RG	T20N/S12/R4E
CHECKED	MN, DS, KS, MT	DATE	29-APR-26



WHITE RIVER RESTORATION PROJECT - PHASE 2

PROPOSED CONDITIONS - RIGHT BANK 2

81
SHEET 81 OF 122
Page 93 of 142

Apr 29, 2026 RB2 ADDENDUM

SUBJECT: Harrison & State Sewer Project Change Order Ratification

CATEGORY: Consent

BUDGET IMPACT:

Expenditure Required: \$79,791.01

Within Budget Allocation: Yes

ATTACHMENTS:

1. Harrison & State Street Sewer Project Change Order

STAFF CONTACT: Drew McCarty, Assistant Engineering Manager

SUMMARY BACKGROUND:

The State Street and Harrison Street Sewer Project was initiated due to a failing sewer main located behind more than 20 residential properties. The project will eventually abandon the existing rear-yard sewer main and reconnect affected homes to new public sewer mains within the State Street and Harrison Street rights-of-way, improving system reliability and providing better access for future maintenance.

The City is delivering the project through a Job Order Contracting (JOC) procurement method under an Interlocal Agreement (ILA) with the Port of Everett. Construction is being performed by Forma Construction through the Port of Everett's competitively procured JOC program.

During construction, additional Temporary Construction Easements (TCE) were obtained from property owners, allowing the City to include additional homes within the project limits. As a result, a supplemental job order in the amount of \$72,802.02 + \$6,988.99 WA Sales Tax is required to complete the additional work. The Original Work Order was for the amount of \$244,465.57.

COUNCIL COMMITTEE/STUDY SESSION: Public Works Committee

MEETING/STUDY SESSION DATE: 7/21/2026

COMMITTEE RECOMMENDATION: Do Pass

STAFF RECOMMENDATIONS/MOTION:

A motion ratifying actions taken by the Mayor approving a change order to Forma Constructions Construction Contract for the State and Harrison Sewer Project (CIP 25-06), increasing the contract amount by \$79,791.01 including tax, to a total authorized amount not-to-exceed \$412,725.31, and authorizing the Mayor and City Administrator to execute any and all necessary agreements with Forma in a form as approved by the City attorney and ratifying and confirming any and all prior acts consistent with this approval.



Work Order Signature Document

EZIQC Contract No.: P9-2024-13 - FORMA Construction Company

☐

New Work Order

☒

Modify an Existing Work Order

Work Order Number.: 149475.03

Work Order Date: 07/07/2026

Work Order Title: Harrison and State St. Side Sewer Connections Supplemental

Owner Name: City of Sumner

Contact: Drew McCarty

Phone: No Data Input

Contractor Name: Forma Construction Company

Contact: Brian Kazem

Phone: 2067951465

Work to be Performed

Work to be performed as per the Final Detailed Scope of Work Attached and as per the terms and conditions of Sourcewell EZIQC Contract No P9-2024-13 - FORMA Construction Company.

Brief Work Order Description:

Time of Performance

Estimated Start Date:

Estimated Completion Date:

Liquidated Damages

Will apply: ☒

Will not apply: ☐

Work Order Firm Fixed Price: \$72,692.91

Owner Purchase Order Number:

Approvals

Signed by:

Carla S. Bowman

478BD6FD844847D...

City of Sumner

7/13/2026 | 11:10 AM PDT

Date

Signed by:

Brian Kazem

004495AD3F8347B...

Contractor

7/13/2026 | 9:51 AM PDT

Date



Detailed Scope of Work

To:

Brian Kazem
City of Sumner
1104 Maple St.
Sumner, WA 98390
2067951465

From:

Drew McCarty
City of Sumner
1104 Maple St.
Sumner, WA 98390
No Data Input

Date Printed:

July 07, 2026

Work Order Number:

149475.03

Work Order Title:

Harrison and State St. Side Sewer Connections Supplemental

Brief Scope:

☐

Preliminary

☐

Revised

☒

Final

The following items detail the scope of work as discussed at the site. All requirements necessary to accomplish the items set forth below shall be considered part of this scope of work.

Detailed Scope of Work must be entered into eGordian in order to issue a Request for Proposal

Subject to the terms and conditions of JOC Contract **P9-2024-13 - FORMA Construction Company.**

Signed by:

Brian Kazem

004495AD3F8347B...

Contractor

7/13/2026 | 9:51 AM PDT

Date

Signed by:

Carla S. Bowman

4788D6FD044047D...

City of Sumner

7/13/2026 | 11:10 AM PDT

Date

WORK ORDER PROPOSAL – SCOPE OF WORK DETAIL

PROJECT: Sumner Harrison & State St. Side Sewer Connections OWNER SOW – Change Order #03 – 401 & 415

**Location: 409 Harrison St.
Sumner, WA 98390**

Date: 6/18/26

Estimated duration:

- CO work to begin May 4th, 2026
- 10 working days of added construction

Description:

- Additional work needed at residential houses 401 and 415 on Harrison St.

Contract Documents and Drawings:

- This scope of work
- Sumner CCD#4 - 25-06
- Satellite map of residence and old / new lines. Provided by City of Sumner
- City of Sumner Standard Specs
- As-Builts of homes (possibly not accurate)
- State & Harrison Utility Plans

General information:

- The performance of all work will be in accordance with OSHA and WISHA safety requirements. Work in accordance with applicable construction and building codes.
- The project start date will depend on award notice to proceed.
- All construction debris will be cleaned up daily.
- Material storage shall be at the project site in approved and designated locations.
- Final cleaning of the site to remove any remaining debris or materials shall be accomplished at the conclusion of the project.
- Building permit to be provided by owner.
- All trades must be onsite during their respective inspection.
- Project hours are regular business hours.
- Each trade is responsible for maintaining the integrity of new or existing finishes to remain. Including but not limited to, damaged hardscapes or sod (Rutted from equipment / demo etc.) to be corrected by subcontractor.
- Each trade is responsible for cleaning work areas each shift and at completion of work.
- Subcontractor to provide submittals and shop drawings within one week of NTP.
- Subcontractors must provide daily reports to general contractor. Electronic version preferred.
- This is a prevailing wage job. All subcontractors must file L&I intents and affidavits of wages paid.
- Subcontractor to provide a one-year warranty from the date of substantial completion.
- Subcontractor to provide closeout documentation including import/export quantities with supporting documentation (Truck tickets etc.).
- Subcontractor to ensure itself and sub tiers file the proper L&I / Prevailing wage paperwork.

Project Specific Contractual Revisions (from original proposal)

- All reference to the Port and “Port of Everett” shall be substituted with “City of Sumner.”
- All reference to “Port Property” shall be substituted with “Project Site.”
- The definition of Project Site in Section 1.1 is revised to include the following sentence after “logistics or staging.” “It also specifically includes the private property identified by the PORT for work by the CONTRACTOR.”
- Section 8.11.3 is revised to add the following sentence: “The CONTRACTOR shall protect from damage resulting from the work all private property at the Project Site that is not involved in the work. All costs required to protect private property shall be at the CONTRACTOR’s expense.”
- Section 8.13.3.c is revised to change the first sentence to the following: Other property at the site or adjacent thereto, including private property, vegetation, walks, pavements, roadways, structures, equipment, facilities, and utilities not designated for removal, relocation, or replacement in the course of construction.”
- Section 18.9.2 shall read as follows: “Litigation shall take place in the superior court of Pierce County, Washington.”

WORK PLAN: Subcontractor to provide ALL Labor, Equipment and Materials to perform SOW below.

RESIDENTIAL SEWER LATERALS / CONNECT TO MANHOLE and MAIN

Residence – 401 & 415 (CCD 4)

- Provide utility locates prior to commencement of work
- Provide traffic and pedestrian control as required
- Identify the existing side sewer alignment using appropriate methods, which may include:
- Crawlspace verification; as needed
- Camera scoping from interior plumbing fixtures; as needed
- Potholing; as needed
- Vactor Truck will need to be used in certain circumstances due to the tight logistics of the residence(s).
- Furnish and install a new 4-inch sewer lateral from the existing residence cleanout or service line to the new main.
- Furnish and install a 4-inch double sweep connection at the residence.
- Reference City Detail SS4-4.2 (double sweep required)
- Routing of the new lateral from the residence to the main shall be determined by the subcontractor, subject to Owner and Forma review and approval
- For purposes of this directive, a baseline of 50 linear feet of trenching and piping is assumed for connection from the existing lateral to the new main
- Furnish and install a 6-inch double sweep at the right-of-way property line in accordance with City Detail SS4-5
- Typically consisting of 8-inch PVC extending 12 inches into the existing cast iron line to minimize debris intrusion at the cap
- All pipe connections shall be gasketed; glued connections are not permitted
- Restore all disturbed landscaping to pre-construction condition

Assumptions:

- One over the counter (Trade) Side Sewer Permit will be pulled by subcontractor for entire project.
- This proposal assumes that ALL invert elevations can be met unless otherwise noted in the above scope. If proper i.e’s cannot be met once pipe is exposed, this will need to be addressed, and potential change orders to resolve will need to be approved prior to continuing forward.
- All dewatering methods will be the responsibility of the subcontractor.
- Excludes removal of any unsuitable subgrade.

Potential disruptions to occupants and plans to minimize:

- Residence to be notified by the city once schedule is in place.
- In road work – Traffic Control per city requirements will be in place

Hours of operation

- Normal work hours 7:00am - 5:00pm Monday – Friday.

Schedule issues

- N/A

Milestones

- N/A

Hazardous materials

- Assumes none

Contractor's Price Proposal - Summary

Date: July 07, 2026

Re: IQC Master Contract #: P9-2024-13 - FORMA Construction Company
Work Order #: 149475.03
Owner PO #:
Title: Harrison and State St. Side Sewer Connections Supplemental
Contractor: Forma Construction Company
Proposal Value: \$72,692.91

401	\$33,287.76
415	\$38,922.14
Section - 02	\$483.01
Proposal Total	\$72,692.91

This total represents the correct total for the proposal. Any discrepancy between line totals, sub-totals and the proposal total is due to rounding.

Contractor's Price Proposal - Detail

Date: July 07, 2026

Re: IQC Master Contract #: P9-2024-13 - FORMA Construction Company
Work Order #: 149475.03
Owner PO #:
Title: Harrison and State St. Side Sewer Connections Supplemental
Contractor: Forma Construction Company
Proposal Value: \$72,692.91

Sect.	Item	Mod.	UOM	Description	Line Total
Labor	Equip.	Material	(Excludes)		
401					
1	01 22 23 00 0225		EA	Placement And Removal Of Steel Roadway Plates	\$303.60
				Quantity Unit Price Factor = Total	
				Installation 4.00 x 53.27 x 1.4248 = 303.60	
				Placing of plates as needed	
2	01 22 23 00 0246		WK	1" x 8' x 10' Steel Plate	\$211.40
				Quantity Unit Price Factor = Total	
				Installation 1.00 x 148.37 x 1.4248 = 211.40	
				Steel Plates for all excavations that require safe for cars / trucks /equipment for residence and workers.	
3	01 22 23 00 0389		WK	1/2 CY Hydraulic Excavator With Full-Time Operator	\$8,791.61
				Quantity Unit Price Factor = Total	
				Installation 1.00 x 6,170.42 x 1.4248 = 8,791.61	
				Excavator on site Full Time	
4	01 22 23 00 1420		WK	5 To 6 CY Rear Dump Truck With Full-Time Truck Driver	\$7,801.38
				Quantity Unit Price Factor = Total	
				Installation 1.00 x 5,475.42 x 1.4248 = 7,801.38	
				For Delivery of imported material (rock / bedding / fill) and for removal of existing.	
5	01 54 23 00 0044		SF	3/4" CD Grade Plywood, Temporary Lumber	\$226.54
				Quantity Unit Price Factor = Total	
				Installation 50.00 x 3.18 x 1.4248 = 226.54	
				For covering of trenches in yards and other ladscape areas (NOT FOR VEHICLE CROSSING / PARKING)	
6	01 71 13 00 0003		EA	Equipment Delivery, Pickup, Mobilization And Demobilization Using A Tractor Trailer With Up To 53' BedIncludes loading, tie-down of equipment, delivery of equipment, off loading on site, rigging, dismantling, loading for return and transporting away. For equipment such as bulldozers, motor scrapers, hydraulic excavators, gradalls, road graders, loader-backhoes, heavy-duty construction loaders, tractors, pavers, rollers, bridge finishers, straight mast construction forklifts, telescoping boom rough terrain construction forklifts, telescoping and articulating boom man lifts with >40' boom lengths, etc.	\$4,277.76
				Quantity Unit Price Factor = Total	
				Installation 2.00 x 1,501.18 x 1.4248 = 4,277.76	
				Delivery and Pick up of equipment to site.	
7	01 74 19 00 0028		CY	Drop-Off Dirt At Recycling Center	\$2,450.51
				Quantity Unit Price Factor = Total	
				Installation 18.00 x 95.55 x 1.4248 = 2,450.51	
				For all trench native not going back into the trench.	
8	31 05 16 00 0010		CY	5/8" Minus Crushed Surfacing Top Course (WSDOT Specification)	\$927.26
				Quantity Unit Price Factor = Total	
				Installation 20.00 x 32.54 x 1.4248 = 927.26	
				Fill on top of bedding (Pea Gravel)	
9	31 05 16 00 0015		CY	Trench Backfill	\$907.31
				Quantity Unit Price Factor = Total	
				Installation 20.00 x 31.84 x 1.4248 = 907.31	
				New material for proper specified backfill / bedding	

Contractor's Price Proposal - Detail Continues..**Work Order Number:** 149475.03**Work Order Title:** Harrison and State St. Side Sewer Connections Supplemental**401**

22	33	31	11	00	0234	EA	8" x 4" Saddle Wye With Stainless Steel Clamps, SDR 35 Polyvinyl Chloride (PVC)									\$527.69
							Quantity			Unit Price		Factor	=		Total	
						Installation	2.00	x		185.18	x	1.4248	=		527.69	
							New Piping / Parts needed									
23	33	31	11	00	0247	EA	8" x 4" Saddle Tee With Stainless Steel Clamps, SDR 35 Polyvinyl Chloride (PVC)									\$527.69
							Quantity			Unit Price		Factor	=		Total	
						Installation	2.00	x		185.18	x	1.4248	=		527.69	
							New Piping / Parts needed									
24	33	31	11	00	0247	EA	8" x 4" Saddle Tee With Stainless Steel Clamps, SDR 35 Polyvinyl Chloride (PVC)									\$527.69
							Quantity			Unit Price		Factor	=		Total	
						Installation	2.00	x		185.18	x	1.4248	=		527.69	
							New Piping / Parts needed									

Subtotal for 401**\$33,287.76****415**

25	01	22	23	00	0225	EA	Placement And Removal Of Steel Roadway Plates									\$303.60
							Quantity			Unit Price		Factor	=		Total	
						Installation	4.00	x		53.27	x	1.4248	=		303.60	
							Placing of plates as needed									
26	01	22	23	00	0246	WK	1" x 8' x 10' Steel Plate									\$211.40
							Quantity			Unit Price		Factor	=		Total	
						Installation	1.00	x		148.37	x	1.4248	=		211.40	
							Steel Plates for all excavations that require safe for cars / trucks /equipment for residence and workers.									
27	01	22	23	00	0389	WK	1/2 CY Hydraulic Excavator With Full-Time Operator									\$8,791.61
							Quantity			Unit Price		Factor	=		Total	
						Installation	1.00	x		6,170.42	x	1.4248	=		8,791.61	
							Excavator on site Full Time									
28	01	22	23	00	1420	WK	5 To 6 CY Rear Dump Truck With Full-Time Truck Driver									\$7,801.38
							Quantity			Unit Price		Factor	=		Total	
						Installation	1.00	x		5,475.42	x	1.4248	=		7,801.38	
							For Delivery of imported material (rock / bedding / fill) and for removal of existing.									
29	01	54	23	00	0044	SF	3/4" CD Grade Plywood, Temporary Lumber									\$226.54
							Quantity			Unit Price		Factor	=		Total	
						Installation	50.00	x		3.18	x	1.4248	=		226.54	
							For covering of trenches in yards and other landscape areas (NOT FOR VEHICLE CROSSING / PARKING)									
30	01	71	13	00	0003	EA	Equipment Delivery, Pickup, Mobilization And Demobilization Using A Tractor Trailer With Up To 53' BedIncludes loading, tie-down of equipment, delivery of equipment, off loading on site, rigging, dismantling, loading for return and transporting away. For equipment such as bulldozers, motor scrapers, hydraulic excavators, gradalls, road graders, loader-backhoes, heavy-duty construction loaders, tractors, pavers, rollers, bridge finishers, straight mast construction forklifts, telescoping boom rough terrain construction forklifts, telescoping and articulating boom man lifts with >40' boom lengths, etc.									\$4,277.76
							Quantity			Unit Price		Factor	=		Total	
						Installation	2.00	x		1,501.18	x	1.4248	=		4,277.76	
							Delivery and pick up of equipment to site.									

Contractor's Price Proposal - Detail Continues..**Work Order Number:** 149475.03**Work Order Title:** Harrison and State St. Side Sewer Connections Supplemental**415**

43	33	31	11	00	0037	EA	4" Long Sweep 1/4 Bend, Polyvinyl Chloride (PVC) Sewer And Drain											\$260.75
							Installation	Quantity	Unit Price	Factor	=	Total						
								1.00	x	183.01	x	1.4248						260.75
							New Piping needed											
44	33	31	11	00	0112	EA	4" Polyvinyl Chloride (PVC) Cleanout Tees With Plug, Sewer And Drain											\$944.37
							Installation	Quantity	Unit Price	Factor	=	Total						
								1.00	x	662.81	x	1.4248						944.37
							New Piping / Parts needed											
45	33	31	11	00	0157	LF	4" Solvent Weld SDR 35 Polyvinyl Chloride (PVC) Pipe											\$1,138.42
							Installation	Quantity	Unit Price	Factor	=	Total						
								50.00	x	15.98	x	1.4248						1,138.42
							For connection welds needed											
46	33	31	11	00	0157	LF	4" Solvent Weld SDR 35 Polyvinyl Chloride (PVC) Pipe											\$1,138.42
							Installation	Quantity	Unit Price	Factor	=	Total						
								50.00	x	15.98	x	1.4248						1,138.42
							For connection welds needed											
47	33	31	11	00	0162	EA	4" 1/4 Bend, Gasketed SDR 35 Polyvinyl Chloride (PVC)											\$249.31
							Installation	Quantity	Unit Price	Factor	=	Total						
								2.00	x	87.49	x	1.4248						249.31
							New Piping / Parts needed											
48	33	31	11	00	0178	EA	4" Sanitary Tees, Gasketed SDR 35 Polyvinyl Chloride (PVC)											\$755.26
							Installation	Quantity	Unit Price	Factor	=	Total						
								4.00	x	132.52	x	1.4248						755.26
							New Piping / Parts needed											
49	33	31	11	00	0234	EA	8" x 4" Saddle Wye With Stainless Steel Clamps, SDR 35 Polyvinyl Chloride (PVC)											\$527.69
							Installation	Quantity	Unit Price	Factor	=	Total						
								2.00	x	185.18	x	1.4248						527.69
							New Piping / Parts needed											

Subtotal for 415**\$38,922.14****Section - 02**

50	02	41	16	13	0027	CF	Reinforced Concrete Foundation Demolition											\$483.01
							Installation	Quantity	Unit Price	Factor	=	Total						
								20.00	x	16.95	x	1.4248						483.01
							Demo of Concrete											

Subtotal for Section - 02**\$483.01****Proposal Total****\$72,692.91**

This total represents the correct total for the proposal. Any discrepancy between line totals, sub-totals and the proposal total is due to rounding.



Subcontractor Listing

Date: July 07, 2026

Re: IQC Master Contract #: P9-2024-13 - FORMA Construction Company
Work Order #: 149475.03
Owner PO #:
Title: Harrison and State St. Side Sewer Connections Supplemental
Contractor: Forma Construction Company
Proposal Value: \$72,692.91

Name of Contractor	Duties	Amount	%
No Subcontractors have been selected for this Work Order		\$0.00	0.00

SUBJECT: Approval of Councilmember Malcolm Appointment to Public Safety Committee

CATEGORY: Consent

BUDGET IMPACT:

Expenditure Required: None

Within Budget Allocation: N/A

ATTACHMENTS:

STAFF CONTACT: Jeff Steffens, Deputy City Administrator

SUMMARY BACKGROUND:

Councilmember Malcolm was appointed to the city council effective March 16, 2026. Due to the appointment date, Councilmember Malcolm was not initially assigned to any council committees, leaving him with less than his fellow Councilmembers.

Councilmember Reinke's death has left a vacancy on the Public Safety Committee and Councilmember Malcolm is interested in being assigned to that committee.

COUNCIL COMMITTEE/STUDY SESSION: Public Safety Committee MEETING/STUDY SESSION DATE: 7/15/2026 COMMITTEE RECOMMENDATION: Do pass
--

STAFF RECOMMENDATIONS/MOTION:

A motion approving a change in Council Committee membership.

SUBJECT: Approval of checks and electronic payments in the amount of [\\$3,767,566.42](#)

CATEGORY: Consent

BUDGET IMPACT:

Expenditure Required: None

Within Budget Allocation: N/A

ATTACHMENTS:

1. Approval Page

STAFF CONTACT:

SUMMARY BACKGROUND:

Approval of checks and electronic payments from the last Council meeting.

COUNCIL COMMITTEE/STUDY SESSION:

MEETING/STUDY SESSION DATE:

COMMITTEE RECOMMENDATION:

STAFF RECOMMENDATIONS/MOTION:

Approve as presented.



CLAIMS VOUCHER APPROVAL
City of Sumner
Finance Department

The following check/electronic payments are approved for payment:

Accounts Payable Check #:	From:	39490	To:	39570	\$392,824.07
Use Tax (paid to WA State Department of Revenue)		6/18/2026	To:	7/1/2026	\$0.00
Voided Check(s)			And:		
Voided EFT(s)			To:		
Voided Wire(s)					
AP Electronic (EFTs) Payments:	From:	1284	To:	1302	\$2,205,769.60
AP Wire(s):	From:	15539	To:	15544	\$140,386.19
Payroll & Benefits Electronic Payments	From:	6/26/2026	To:	7/9/2026	\$1,016,437.79
Payroll & Benefits Checks	From:	10093	To:	10095	\$12,148.77
				TOTAL	\$3,767,566.42

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

Kassandra Raymond

Chief Financial Officer

7/8/2026 | 10:58 AM PDT
 Date

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

\$3,767,566.42

Signed by:

Andy Elfers

Committee Member

7/10/2026 | 7:51 AM PDT
 Date

Mark Malcolm

Committee Member

7/12/2026 | 9:50 PM PDT
 Date

Committee Member

Date

SUBJECT: Ordinance No. 2973 — Updating the Development Fee Service Schedule

CATEGORY: Ordinance

BUDGET IMPACT:

Expenditure Required: None

Within Budget Allocation: N/A

ATTACHMENTS:

1. Ordinance No. 2973 - Updating Development Fee Service Schedule

STAFF CONTACT: Doug Beagle, Development Services Director

SUMMARY BACKGROUND:

The City engaged with our consultant FCS to provide a summary of our current fees and a recommendation. The last Development Services fee update was completed over 20 years ago. Development Services includes approximately 13 staff providing customer service and permit-related services to the community. The program is currently supported through a combination of General Fund resources and fee revenues. The City's goal is to achieve full cost recovery of 100%.

COUNCIL COMMITTEE/STUDY SESSION: Study Session
--

MEETING/STUDY SESSION DATE: 6/29/2026

COMMITTEE RECOMMENDATION: Do Pass

STAFF RECOMMENDATIONS/MOTION:

A motion to approve Ordinance No. 2973, the development of a new service fee schedule, to include: recovery of service fees, periodic fee adjustment and creating a new Development Services Fund.

ORDINANCE NO. 2973

AN ORDINANCE OF THE CITY OF SUMNER WASHINGTON, ADOPTING A SCHEDULE OF DEVELOPMENT SERVICES FEES; ESTABLISHING COST RECOVERY FOR DEVELOPMENT SERVICES; PROVIDING FOR PERIODIC FEE ADJUSTMENTS; CREATING A NEW DEVELOPMENT SERVICES FUND AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, the City provides development review, permitting, inspection, plan review, engineering review, environmental review, and related regulatory services to applicants proposing new construction, property development, or significant additions to existing structures.

WHEREAS, the City Council finds that the costs of providing these services should, to the extent authorized by law, be recovered from the individuals and entities that directly benefit from the services; and

WHEREAS, the City completed a comprehensive Development Services Cost-of-Service Fee Study that evaluated the full cost of providing development-related services, identified applicable cost-recovery levels, and recommended a revised fee schedule based on industry best practices and Washington law; and

WHEREAS, the City Council has reviewed the study and finds that the recommended fees are fair, equitable, and reasonably related to the cost of providing the associated services; and

WHEREAS, the City Council desires to adopt an updated fee schedule that promotes fiscal sustainability while maintaining efficient and high-quality customer service.

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

Section 1. A new chapter of Sumner Municipal Code, SMC 15.76 entitled Development Review Fees, is hereby created.

Section 2. SMC 15.76.010 Purpose

This Ordinance establishes fees for development services that recover the reasonable cost of providing development review and permitting services while supporting efficient service delivery and protecting the public health, safety, and welfare.

Section 3. SMC 15.76.020 Authority

This Ordinance is adopted pursuant to the authority granted to local governments by Section 82.02.020 of the Revised Code of Washington to establish and collect reasonable fees from an applicant for a permit to cover the cost of processing applications, inspecting and reviewing plans, or preparing detailed environmental impact statements. The City Administrator or their designee is authorized to interpret and administer the adopted fee schedule and establish administrative procedures necessary to implement this Ordinance.

Section 3. SMC 15.76.030 Adoption of Fee Schedule

The Development Review Fee Schedule attached as Exhibit A is hereby adopted and incorporated by reference as if fully set forth.

The adopted fees shall apply to all permit applications, whether development or environmental, land use applications, engineering permit applications, inspections, and related services necessary for the review and approval of any development submittal, submitted on or after the effective date of this Ordinance.

Effective January 1st of each year, the adopted development review fees shall be adjusted according to the Seattle Construction Cost Index (SCCI) annual percent change published by the Engineering News-Record each October of the prior calendar year, unless the rate was already adjusted by ordinance within the prior 12 months.

Administrative adjustments shall become effective upon publication.

Section 4. SMC 15.76.040 Cost Recovery Policy

The City Council establishes the following cost recovery policy:

- a) Development review services shall target full cost recovery through the adopted fee schedule.
- b) The City recognizes that certain activities provide a broader public benefit and may therefore be subsidized through General Fund or other available revenues.
- c) The City may periodically evaluate and modify cost recovery objectives through future Council action.
- d) The City shall periodically review development service fees to ensure that fees remain reasonably related to the cost of providing services and continue to reflect Council policy regarding cost recovery.

Section 5. SMC 15.76.050 Appeals or Refunds

The City Administrator resolves any disputes involving fees. To appeal the computation of any applicable development review fee, a written request must be submitted within 10 days after payment of the fee, outlining the basis for the appeal and the rationale behind why the appellant believes the computation was incorrect. The City Administrator must issue a written determination, upholding, amending or refunding the computed review fee(s) within 15 days of receiving the request. The decision of City Administrator is final.

Section 6. SMC 3.44.340 Establishment of Development Services Fund.

Created within the City's accounting structure is a new enterprise fund (Fund 450) entitled the "Development Services Fund." The purpose of this proprietary fund is to account and report for the funds received by the City of Sumner for the financial activities associated with providing development review and permitting services, including but not limited to: building permit issuance, plan review, zoning administration, environmental reviews, and related inspection services.

- a) Sources of revenue include:

- a. All fees collected for building, plumbing, and electrical permits;
 - b. All fees collected for land use applications, subdivisions, variances, and environmental reviews;
 - c. Plan check and engineering review fees;
 - d. Inspection and re-inspection fees;
 - e. Code enforcement fines and/or penalties directly related to development regulations;
 - f. Transfers from the General Fund or other legally available funds as authorized by the City of Sumner City Council;
- b) Authorized expenditures include:
- a. Salaries, wages, and benefits of staff directly engaged in development services;
 - b. Professional services, consultant contracts, and third-party review and/or inspection services;
 - c. Materials, supplies, and equipment used directly by development services staff;
 - d. Overhead and indirect cost allocations in accordance with SAO BARS guidelines for overhead allocations.
- c) Accounting and Compliance
- a. The Development Services Fund shall be maintained on a cash basis of accounting in accordance with the Washington State Office of the State Auditor Cash-Basis BARS Manual.

Section 7. Severability. If a section, subsection, paragraph, sentence, clause, or phrase of this ordinance is declared unconstitutional or invalid for any reason by any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this ordinance. If the provisions of this ordinance are found to be inconsistent with other provisions of the Sumner Municipal Code, this ordinance is deemed to control.

Section 8. Effective Date. This Ordinance shall take effect on October 1, 2026.

Section 9. Corrections by City Clerk or Code Reviser. Upon approval of the city attorney, the city clerk and the code reviser are authorized to make necessary corrections to this ordinance, including the correction of clerical errors; ordinance, section, or subsection numbering; or references to other local, state, or federal laws, codes, rules, or regulations.

Section 10. The Mayor is hereby authorized to implement such administrative procedures as may be necessary to carry out the directions of this legislation.

PASSED by the City Council of the City of Sumner, Washington, this 3rd day of August, 2026.

Mayor Carla S. Bowman

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

Fee Schedule & COSA Adjustment			Existing	Rate Year
#	Division	Fee Schedule Description	2026	2027
1				
2	Building	<u>Building Permit Fees</u>		
3	Building	Valuation \$1-500	\$23.50	\$30.60
4	Building	Valuation \$501-600	\$26.55	\$34.50
5	Building	Valuation \$601-700	\$29.60	\$38.50
6	Building	Valuation \$701-800	\$32.65	\$42.40
7	Building	Valuation \$801-900	\$35.70	\$46.40
8	Building	Valuation \$901-1000	\$38.75	\$50.40
9	Building	Valuation \$1001-1100	\$41.80	\$54.30
10	Building	Valuation \$1101-1200	\$44.85	\$58.30
11	Building	Valuation \$1201-1300	\$47.90	\$62.30
12	Building	Valuation \$1301-1400	\$50.95	\$66.20
13	Building	Valuation \$1401-1500	\$54.00	\$70.20
14	Building	Valuation \$1501-1600	\$57.05	\$74.20
15	Building	Valuation \$1601-1700	\$60.10	\$78.10
16	Building	Valuation \$1701-1800	\$63.15	\$82.10
17	Building	Valuation \$1801-1900	\$66.20	\$86.10
18	Building	Valuation \$1901-2000	\$69.25	\$90.00
19	Building	Valuation \$2001-3000	\$83.25	\$108.20
20	Building	Valuation \$3001-4000	\$97.25	\$126.40
21	Building	Valuation \$4001-5000	\$111.25	\$144.60
22	Building	Valuation \$5001-6000	\$125.25	\$162.80
23	Building	Valuation \$6001-7000	\$139.25	\$181.00
24	Building	Valuation \$7001-8000	\$153.25	\$199.20
25	Building	Valuation \$8001-9000	\$167.25	\$217.40
26	Building	Valuation \$9001-10000	\$181.25	\$235.60
27	Building	Valuation \$10001-11000	\$195.25	\$253.80
28	Building	Valuation \$11001-12000	\$209.25	\$272.00
29	Building	Valuation \$12001-13000	\$223.25	\$290.20
30	Building	Valuation \$13001-14000	\$237.25	\$308.40
31	Building	Valuation \$14001-15000	\$251.25	\$326.60
32	Building	Valuation \$15001-16000	\$265.25	\$344.80
33	Building	Valuation \$16001-17000	\$279.25	\$363.00
34	Building	Valuation \$17001-18000	\$293.25	\$381.20
35	Building	Valuation \$18001-19000	\$307.25	\$399.40
36	Building	Valuation \$19001-20000	\$321.25	\$417.60
37	Building	Valuation \$20001-21000	\$335.25	\$435.80
38	Building	Valuation \$21001-22000	\$349.25	\$454.00
39	Building	Valuation \$22001-23000	\$363.25	\$472.20
40	Building	Valuation \$23001-24000	\$377.25	\$490.40
41	Building	Valuation \$24001-25000	\$391.25	\$508.60
42	Building	Valuation \$25001-26000	\$401.35	\$521.80
43	Building	Valuation \$26001-27000	\$411.45	\$534.90
44	Building	Valuation \$27001-28000	\$421.55	\$548.00
45	Building	Valuation \$28001-29000	\$431.65	\$561.10
46	Building	Valuation \$29001-30000	\$441.75	\$574.30

47	Building	Valuation \$30001-31000	\$451.85	\$587.40
48	Building	Valuation \$31001-32000	\$461.95	\$600.50
49	Building	Valuation \$32001-33000	\$472.05	\$613.70
50	Building	Valuation \$33001-34000	\$482.15	\$626.80
51	Building	Valuation \$34001-35000	\$492.25	\$639.90
52	Building	Valuation \$35001-36000	\$502.35	\$653.10
53	Building	Valuation \$36001-37000	\$512.45	\$666.20
54	Building	Valuation \$37001-38000	\$522.55	\$679.30
55	Building	Valuation \$38001-39000	\$532.65	\$692.40
56	Building	Valuation \$39001-40000	\$542.75	\$705.60
57	Building	Valuation \$40001-41000	\$552.85	\$718.70
58	Building	Valuation \$41001-42000	\$562.95	\$731.80
59	Building	Valuation \$42001-43000	\$573.05	\$745.00
60	Building	Valuation \$43001-44000	\$583.15	\$758.10
61	Building	Valuation \$44001-45000	\$593.25	\$771.20
62	Building	Valuation \$45001-46000	\$603.35	\$784.40
63	Building	Valuation \$46001-47000	\$613.45	\$797.50
64	Building	Valuation \$47001-48000	\$623.55	\$810.60
65	Building	Valuation \$48001-49000	\$633.65	\$823.70
66	Building	Valuation \$49001-50000	\$643.75	\$836.90
67	Building	Valuation \$50001-51000	\$650.75	\$846.00
68	Building	Valuation \$51001-52000	\$657.75	\$855.10
69	Building	Valuation \$52001-53000	\$664.75	\$864.20
70	Building	Valuation \$53001-54000	\$671.75	\$873.30
71	Building	Valuation \$54001-55000	\$678.75	\$882.40
72	Building	Valuation \$55001-56000	\$685.75	\$891.50
73	Building	Valuation \$56001-57000	\$692.75	\$900.60
74	Building	Valuation \$57001-58000	\$699.75	\$909.70
75	Building	Valuation \$58001-59000	\$706.75	\$918.80
76	Building	Valuation \$59001-60000	\$713.75	\$927.90
77	Building	Valuation \$60001-61000	\$720.75	\$937.00
78	Building	Valuation \$61001-62000	\$727.75	\$946.10
79	Building	Valuation \$62001-63000	\$734.75	\$955.20
80	Building	Valuation \$63001-64000	\$741.75	\$964.30
81	Building	Valuation \$64001-65000	\$748.75	\$973.40
82	Building	Valuation \$65001-66000	\$762.75	\$991.60
83	Building	Valuation \$66001-67000	\$767.75	\$998.10
84	Building	Valuation \$67001-68000	\$773.75	\$1,005.90
85	Building	Valuation \$68001-69000	\$776.75	\$1,009.80
86	Building	Valuation \$69001-70000	\$783.75	\$1,018.90
87	Building	Valuation \$70001-71000	\$790.75	\$1,028.00
88	Building	Valuation \$71001-72000	\$797.75	\$1,037.10
89	Building	Valuation \$72001-73000	\$804.75	\$1,046.20
90	Building	Valuation \$73001-74000	\$811.75	\$1,055.30
91	Building	Valuation \$74001-75000	\$818.75	\$1,064.40
92	Building	Valuation \$75001-76000	\$825.75	\$1,073.50
93	Building	Valuation \$76001-77000	\$832.25	\$1,081.90
94	Building	Valuation \$77001-78000	\$839.75	\$1,091.70
95	Building	Valuation \$78001-79000	\$846.75	\$1,100.80

96	Building	Valuation \$79001-80000	\$853.75	\$1,109.90
97	Building	Valuation \$80001-81000	\$860.75	\$1,119.00
98	Building	Valuation \$81001-82000	\$874.75	\$1,137.20
99	Building	Valuation \$82001-83000	\$876.75	\$1,139.80
100	Building	Valuation \$83001-84000	\$881.75	\$1,146.30
101	Building	Valuation \$84001-85000	\$888.75	\$1,155.40
102	Building	Valuation \$85001-86000	\$895.75	\$1,164.50
103	Building	Valuation \$86001-87000	\$902.75	\$1,173.60
104	Building	Valuation \$87001-88000	\$909.75	\$1,182.70
105	Building	Valuation \$88001-89000	\$916.75	\$1,191.80
106	Building	Valuation \$89001-90000	\$923.75	\$1,200.90
107	Building	Valuation \$90001-91000	\$930.75	\$1,210.00
108	Building	Valuation \$91001-92000	\$937.75	\$1,219.10
109	Building	Valuation \$92001-93000	\$944.75	\$1,228.20
110	Building	Valuation \$93001-94000	\$951.75	\$1,237.30
111	Building	Valuation \$94001-95000	\$958.75	\$1,246.40
112	Building	Valuation \$95001-96000	\$965.75	\$1,255.50
113	Building	Valuation \$96001-97000	\$972.75	\$1,264.60
114	Building	Valuation \$97001-98000	\$979.75	\$1,273.70
115	Building	Valuation \$98001-99000	\$986.75	\$1,282.80
116	Building	Valuation \$99001-100000	\$993.75	\$1,291.90
117	Building	Valuation \$100001-500000	\$993.75	\$1,291.90
118	Building	Valuation \$100001-500000	\$5.60	\$7.30
119	Building	Valuation \$500001-1000000	\$3,233.75	\$4,203.90
120	Building	Valuation \$500001-1000000	\$4.75	\$6.20
121	Building	Valuation \$1000000 and up	\$5,608.75	\$7,291.40
122	Building	Valuation \$1000000 and up	\$3.65	\$4.70
123	Building	Plan Review Fee (Building)	65% of the building permit fee	65% of the building permit fee
124	Building	Plan Review Fee (Fire)	Up to 35% of the building permit fee	Up to 35% of the building permit fee
125	Building			
126	Building	<u>Mechanical Permit Fees</u>		
127	Building	<u>Permit issuance and heaters</u>		
128	Building	For the issuance of the mechanical permit	\$23.50	\$30.60
129	Building	For issuing each supplemental permit for which the original permit has not expired, been canceled or finaled	\$7.25	\$9.40
130	Building	<u>Furnaces</u>		
131	Building	For the installation or relocation of each forced-air or gravity-type furnace or burner, including ducts and vents attached to such appliance, up to and including 100,000Btu/h (29.3kW)	\$14.80	\$19.20
132	Building	For the installation or relocation of each forced-air or gravity-type furnace or burner, including ducts and vents attached to such appliance over 100,00 Btu/h (29.3 kW)	\$18.20	\$23.70
133	Building	For the installation or relocation of each floor furnace, including vent	\$14.80	\$19.20
134	Building	For the installation or relocation of each suspended heater, recessed wall heater or floor-mounted unit heater	\$14.80	\$19.20
135	Building	<u>Appliance Vents</u>		
136	Building	For the installation, relocation or replacement of each appliance vent installed and not included in an appliance permit	\$7.25	\$9.40
137	Building	<u>Repairs or additions</u>		
138	Building	For the repair of, alteration of, or addition to each heating appliance, refrigeration unit, cooling unit, absorption unit, or each heating, cooling, absorption or evaporative cooling system, including installation of controls regulated by the Mechanical Code	\$13.70	\$17.80
139	Building	<u>Boiler, Compressors and Absorption Systems</u>		

140	Building	For the installation or relocation of each boiler or compressor to and including 3 horsepower (10.6 kW), or each absorption system to and including 100,000 Btu/h (29.3 kW)	\$14.70	\$19.10
141	Building	For the installation or relocation of each boiler or compressor over three horsepower (10.6 kW) to and including 15 horsepower (52.7 kW), or each absorption system over 100,000 Btu/h (29.3 kW) to and including 500,000 Btu/h (146.6 kW)	\$27.15	\$35.30
142	Building	For the installation or relocation of each boiler or compressor over 15 horsepower (52.7 kW) to and including 30 horsepower (105.5 kW), or each absorption system over 500,000 Btu/h (146.6 kW) to and including 1,000,000 Btu/h (293.1 kW)	\$37.25	\$48.40
143	Building	For the installation or relocation of each boiler or compressor over 30 horsepower (105.5 kW) to and including 50 horsepower (176 kW), or each absorption system over 1,000,000 Btu/h (293.1 kW) to and including 1,750,000 Btu/h (512.9 kW)	\$55.45	\$72.10
144	Building	For the installation or relocation of each boiler or compressor over 50 horsepower (176 kW), or each absorption system over 1,750,000 Btu/h (512.9 kW)	\$92.65	\$120.40
145	Building	<u>Air Handlers</u>		
146	Building	For each air-handling unit to and including 10,000 cubic feet per minute (cfm) (4719 L/s), including ducts attached thereto	\$10.65	\$13.80
147	Building	For each air-handling unit over 10,000 cfm (4719 L/s)	\$18.10	\$23.50
148	Building	<u>Evaporative Coolers</u>		
149	Building	For each evaporative cooler other than portable type	\$10.65	\$13.80
150	Building	<u>Ventilation and Exhaust</u>		
151	Building	For each ventilation fan connected to a single duct	\$7.25	\$9.40
152	Building	For each ventilation system which is not a portion of any heating or air-conditioning system authorized by a permit	\$10.65	\$13.80
153	Building	For the installation of each hood which is served by mechanical exhaust, including the ducts for such hood	\$10.65	\$13.80
154	Building	<u>Incinerators</u>		
155	Building	For the installation or relocation of each domestic-type incinerator	\$18.20	\$23.70
156	Building	For the installation or relocation of each commercial or industrial-type incinerator	\$14.50	\$18.90
157	Building	<u>Miscellaneous</u>		
158	Building	For each appliance or piece of equipment regulated by the Mechanical Code but not classed in other appliance categories, or for which no other fee is listed in the table	\$10.65	\$13.80
159	Building	<u>Other Inspections and Fees</u>		
160	Building	Inspections outside of normal business hours, per hour (minimum charge-two hours)	\$49.50 per hour	\$64.40 per hour
161	Building	Reinspection fees assessed under provisions of Section 116.6 per inspection	\$49.50 per hour	\$64.40 per hour
162	Building	Inspections for which no fee is specifically indicated, per hour (minimum charge – one half hour)	\$49.50 per hour	\$64.40 per hour
163	Building	Additional plan review required by changes, additions or revisions to plans or to plans for which an initial review has been completed (minimum charge – one half hour)	\$49.50 per hour	\$64.40 per hour
164	Building			
165	Building	<u>Plumbing Permit Fees</u>		
166	Building	<u>Permit Issuance</u>		
167	Building	For issuing each permit	\$20.00	\$26.00
168	Building	For issuing each supplemental permit	\$10.00	\$13.00
169	Building	<u>Unit Fee Schedule</u>		
170	Building	For each plumbing fixture on one trap or a set of fixtures on one trap (including water, drainage piping and backflow protection therefore)	\$7.00	\$9.10
171	Building	For each building sewer and each trailer park sewer	\$15.00	\$19.50
172	Building	Rainwater systems – per drain (inside building)	\$7.00	\$9.10
173	Building	For each cesspool (where permitted)	\$25.00	\$32.50
174	Building	For each private sewage disposal system	\$40.00	\$52.00
175	Building	For each water heater and/or vent	\$7.00	\$9.10
176	Building	For each gas-piping system of one to five outlets	\$5.00	\$6.50
177	Building	For each additional gas piping system outlet, per outlet	\$1.00	\$1.30
178	Building	For each industrial waste pretreatment interceptor including its trap and vent, except kitchen-type grease interceptors functioning as fixture traps	\$7.00	\$9.10

179	Building	For each installation, alteration or repair of water piping and/or water treating equipment, each	\$7.00	\$9.10
180	Building	For each repair or alteration of drainage or vent piping, each fixture	\$7.00	\$9.10
181	Building	For each lawn sprinkler system on any one meter including backflow protection devices	\$7.00	\$9.10
182	Building	<u>For atmospheric-type vacuum breakers not included in item12:</u>		
183	Building	1 to 5	\$5.00	\$6.50
184	Building	Over 5, each	\$1.00	\$1.30
185	Building	<u>For each backflow protective device other than atmospheric type vacuum breakers:</u>		
186	Building	2 inch (51mm) diameter and smaller	\$7.00	\$9.10
187	Building	Over 2 inch (51mm) diameter	\$15.00	\$19.50
188	Building	For each gray water system	\$40.00	\$52.00
189	Building	For initial installation and testing for a reclaimed water system	\$30.00	\$39.00
190	Building	For each annual cross-connection testing of a reclaimed water system(excluding initial test)	\$30.00	\$39.00
191	Building	For each medical gas piping system serving one to five inlet(s)/outlet(s) for a specific gas	\$50.00	\$65.00
192	Building	For each additional medical gas inlet(s)/outlet(s)	\$5.00	\$6.50
193	Building	<u>Other Inspections and Fees</u>		
194	Building	Inspections outside of normal business hours	\$30.00 per hour	\$39.00 per hour
195	Building	Reinspection fee	\$30.00 per hour	\$39.00 per hour
196	Building	Inspections for which no fee is specifically indicated	\$30.00 per hour	\$39.00 per hour
197	Building	Additional plan review required by changes, additions or revisions to approved plans (minimum charge – one-half hour)	\$30.00 per hour	\$39.00 per hour
198				
199	Other Fees	<u>Mitigation Fees</u>		
200	Other Fees	<u>School Mitigation Fee</u>		
201	Other Fees	Single Family	\$4,573.27	\$4,573.27
202	Other Fees	Mobile Homes	\$4,573.27	\$4,573.27
203	Other Fees	Multi-Family, Duplexes	\$2,244.08	\$2,244.08
204	Other Fees	Zero lot line houses	\$2,244.08	\$2,244.08
205	Other Fees	Accessory Dwelling Units	50% of the fee	50% of the fee
206	Other Fees	<u>Other Mitigation Fees</u>		
207	Other Fees	Commercial Park Mitigation Fee (Per 1,000 sq ft)	\$210.07	\$210.07
208	Other Fees	Industrial Park Mitigation Fee (Per 1,000 sq ft)	\$116.70	\$116.70
209	Other Fees	<u>Residential Park Mitigation Fee</u>		
210	Other Fees	Studio	\$2,021.54	\$2,021.54
211	Other Fees	1 Bedroom	\$3,369.24	\$3,369.24
212	Other Fees	2-3 Bedroom	\$4,211.55	\$4,211.55
213	Other Fees	4 plus Bedrooms	\$6,738.48	\$6,738.48
214	Other Fees	Commercial/Industrial Fire Mitigation Fee per employee	\$30.00	\$30.00
215	Other Fees	Residential Fire Mitigation Fee per dwelling unit	\$80.00	\$80.00
216				
217		<u>Right-of-Way Fees</u>		
218	Public Works	Base Permit Fee	\$50.00	\$65.00
219	Public Works	<u>Inspection Fees</u>		
220	Public Works	2 hours X Current Inspector Burdened Rate, Additional Inspection as Warranted: # hours X Staff Burdened Rate	\$75 per Hour, (minimum 2 hours)	\$97.50 per Hour, (minimum 2 hours)
221	Public Works	<u>Plan Review Fees:</u>		
222	Public Works	1 hour X Current Engineer Burdened Rate, In-House plan review fee + #hours X Current Engineer Burdened rate, Third-party review fees as billed to City, including City administrative costs	\$110 per Hour, (minimum 1 hour)	\$145 per Hour, (minimum 1 hour)
223	Public Works	<u>Franchise Permit Fees:</u>		
224	Public Works	Base Permit Fee - including gas, electric, telephone, etc;	\$50.00	\$65.00
225	Public Works	<u>Franchise Inspection Fees</u>		
226	Public Works	1 hours X Current Inspector Burdened Rate, Additional Inspection as Warranted: # hours X Staff Burdened Rate	\$75 per Hour, (minimum 1 hour)	\$97.50 per Hour, (minimum 1 hour)

227	Public Works	<u>Franchise Plan Review Fee:</u>		
228	Public Works	1 hours X Current Inspector Burdened Rate, In-House plan review fee + #hours X Current Engineer Burdened rate	\$110 per Hour, (minimum 1 hour)	\$145 per Hour, (minimum 1 hour)
229	Public Works			
230	Public Works	<u>Sewer Utility System Fees</u>		
231	Public Works	<u>Permit Base Fee</u>		
232	Public Works	Residential	\$195.00	\$253.50
233	Public Works	Sewer replacement	\$60.00	\$78.00
234	Public Works	Industrial Waste Dischargers	\$400.00	\$520.00
235	Public Works	<u>Inspection Fees</u>		
236	Public Works	2 hours X Current Inspector Burdened Rate, Additional Inspection as Warranted	\$75 per Hour, (minimum 2 hours)	\$97.50 per Hour, (minimum 2 hours)
237	Public Works	<u>Plan Review Fee</u>		
238	Public Works	1 hour X Current Engineer Burdened Rate, In-House plan review fee + #hours X Current Engineer Burdened rate, Third-party review fees as billed to City, including City administrative costs	\$110 per Hour, (minimum 1 hour)	\$145 per Hour, (minimum 1 hour)
239	Public Works			
240	Public Works	<u>System Development Charge</u>		
241	Public Works	per ERU	\$5,904.54	\$5,904.54
242	Public Works			
243	Public Works	<u>Storm Drainage Fees</u>		
244	Public Works	<u>Permit Base Fee</u>		
245	Public Works	Commercial / Industrial	\$100.00	\$130.00
246	Public Works	Residential	\$50.00	\$65.00
247	Public Works	<u>Inspection Fees</u>		
248	Public Works	2 hours X Current Inspector Burdened Rate, Additional Inspection as Warranted: # hours X Staff Burdened Rate	\$75 per Hour, (minimum 2 hours)	\$97.50 per Hour, (minimum 2 hours)
249	Public Works	<u>Plan Review Fee:</u>		
250	Public Works	1 hour X Current Engineer Burdened Rate, In-House plan review fee + #hours X Current Engineer Burdened rate, Third-party review fees as billed to City, including City administrative costs	\$110 per Hour, (minimum 1 hour)	\$145 per Hour, (minimum 1 hour)
251	Public Works			
252	Public Works	<u>System Development Charge</u>		
253	Public Works	per ERU	\$2,707.41	\$2,707.41
254	Public Works			
255	Public Works	<u>Water Utility System Fees</u>		
256	Public Works	<u>Permit Base Fee</u>		
257	Public Works	Residential Water Service Permit	\$195.00	\$253.50
258	Public Works	Commerical or industrial water service permit	\$225.00	\$292.50
259	Public Works	Fire Hydrant	\$195.00	\$253.50
260	Public Works	Sprinkler system connection	\$250.00	\$325.00
261	Public Works	<u>Cross connection control:</u>		
262	Public Works	Residential irrigation system	\$125.00	\$162.50
263	Public Works	All other systems	\$175.00	\$227.50
264	Public Works	<u>Inspection Fees</u>		
265	Public Works	2 hours X Current Inspector Burdened Rate, Additional Inspection as Warranted: # hours X Staff Burdened Rate	\$75 per Hour, (minimum 2 hours)	\$97.50 per Hour, (minimum 2 hours)
266	Public Works	<u>Purity Test:</u>		
267	Public Works	Initial Test	\$35.00	\$45.50
268	Public Works	First retake / additional retake	\$35.00	\$45.50
269	Public Works	<u>Plan Review Fee:</u>		
270	Public Works	1 hour X Current Engineer Burdened Rate, In-House plan review fee + #hours X Current Engineer Burdened rate, Third-party review fees as billed to City, including City administrative costs	\$110 per Hour, (minimum 1 hour)	\$145 per Hour, (minimum 1 hour)
271	Public Works			

272	Public Works	<u>System Development Charge</u>		
273	Public Works	per ERU	\$7,956.23	\$7,956.23
274	Public Works			
275	Public Works	<u>Water meter only installation</u>		
276	Public Works	3/4"	\$300.98	\$391.30
277	Public Works	1"	\$404.21	\$525.50
278	Public Works	1.5"	\$684.49	\$889.80
279	Public Works	2"	\$878.11	\$1,141.50
280	Public Works	<u>Water tap supplies and water meter shall be installed by the Public Works Department</u>		
281	Public Works	3/4"	\$911.53	\$1,185.00
282	Public Works	1"	\$1,094.49	\$1,422.80
283	Public Works	1.5"	\$2,596.01	\$3,374.80
284	Public Works	2"	\$2,844.64	\$3,698.00
285				
286	Planning	<u>Land Use Fees</u>		
287	Planning	Additional published notice	\$120.00	\$156.00
288	Planning	Binding site plan	\$2,500.00	\$3,250.00
289	Planning	Change in zoning map	\$3,000.00	\$3,900.00
290	Planning	Comprehensive Plan Amendment	\$2,600.00	\$3,380.00
291	Planning	Conditional use	\$1,200.00	\$1,560.00
292	Planning	Full subdivision - Preliminary plat	\$2,500.00	\$3,250.00
293	Planning	Full subdivision - Final plat	\$1,000.00	\$1,300.00
294	Planning	<u>Land use review:</u>		
295	Planning	Permits less than \$200,000	\$30.00	\$39.00
296	Planning	Permits \$200,000-\$1,000,000	\$150.00	\$195.00
297	Planning	Permits over \$1,000,000	\$250.00	\$325.00
298	Planning	Lot line adjustment	\$185.00	\$240.50
299	Planning	Planned community	\$3,000.00	\$3,900.00
300	Planning	<u>Nonexempt Resource, Wildlife and Hazard Area Approvals</u>		
301	Planning	Wetland projects involving public notice:	\$250.00	\$325.00
302	Planning	<u>Nonexempt projects involving:</u>		
303	Planning	Nonincidental grading <100cy; Single-family residence by owner; Public facilities; Commercial use <4,000 sq. ft.	\$30.00	\$39.00
304	Planning	Nonincidental grading or other; permanent fill 100 - 5,000 cu; Single-family residence; Commercial use 4,000 - 12,000 sq. ft.; Industrial use < 12,000 sq. ft.; Short subdivision exempt from SEPA	\$100.00	\$130.00
305	Planning	Grading > 5,000 cy; Commercial use > 12,000 sq. ft.; Industrial use > 12,000 sq.ft.	\$210.00	\$520.00
306	Planning	SEPA review (DNS) - *minor projects	\$400.00	\$1,560.00
307	Planning	SEPA review (DNS) - *Major projects	\$1,200.00	\$312.00
308	Planning	Shoreline revision	\$240.00	\$3,380.00
309	Planning	Shoreline substantial development permit	\$2,600.00	\$286.00
310	Planning	Shoreline variance or conditional use with development permit	\$220.00	\$3,640.00
311	Planning	Shoreline variance or conditional use without development permit	\$2,800.00	\$780.00
312	Planning	Short subdivision	\$600.00	\$650.00
313	Planning	Special exception	\$500.00	\$845.00
314	Planning	Street vacation plus land costs	\$650.00	\$845.00
315	Planning	Temporary uses	See land use review	See land use review
316	Planning	Time extension by hearing examiner or council	\$250.00	\$325.00
317	Planning	Urban village wetlands delineation (per lot)	\$300.00	\$390.00
318	Planning	Variance	\$400.00	\$520.00
319	Planning	Zoning code interpretation	\$185.00	\$240.50

320	Planning	Zoning code appeal	\$615.00	\$799.50
321	Planning	Zoning code text amendment	\$1,000.00	\$1,300.00
322				
323	NEW FEES	<u>NEW - Added by City</u>		
324	NEW FEES	Plumbing Plan Review Fees Commercial	n/a	\$147.00
325	NEW FEES	Single family Residential Solar Fixed Permit Fee	n/a	\$166.00
326	NEW FEES	Special Event Fee	n/a	\$69.00
327	NEW FEES	Parcel Information	n/a	\$140.00
328	NEW FEES	Administrative Design Review	n/a	\$3,715.00
329	NEW FEES	Design Commission	n/a	\$5,944.00
330				

SUBJECT: Ordinance No. 2972 - Code Text Amendment — Food Truck Pods

CATEGORY: Ordinance

BUDGET IMPACT:

ATTACHMENTS:

1. Presentation
2. Ordinance No. 2972 - Code Text Amendment — Food Truck Pods

STAFF CONTACT: Brayden Shannon, Associate Planner

SUMMARY BACKGROUND: The draft ordinance contains proposed amendments to Sumner Municipal Code Title 5, Business Licenses and Regulations, Title 10, Vehicles and Traffic, and Title 18, Zoning Code to implement regulations for food truck pods, including adding and amending definitions and implementing performance standards for food truck pod site development.

New and Amended Definitions:

- Adds definitions for “Food truck pod” to the zoning code.
- Amends and relocates the definitions of “food truck” and “food truck vending”; repeals “food truck vendor”.

Performance Standards

- Food trucks will be required to meet certain performance standards such as setbacks and utility connections.
- Limitations are placed on the number of truck operators as an accessory use.
- Adopts an additional threshold requirement for allowing the accessory use of food truck pods in the MDR/HDR for multifamily development.
- Adds exemption language for *temporary* food truck operators to not require asphalt or concrete paving to operate on a temporary basis from a site.

The Planning Commission met on June 4, 2026, and was introduced to the food truck pod item and a public hearing was held by the Planning Commission to receive public input on draft Ordinance No. 2972 on July 9, 2026. The Planning Commission voted unanimously to recommend approval of Ordinance No. 2972 to City Council.

The Community Development Committee met on July 22, 2026, and recommended do pass for Ordinance No. 2972.

COUNCIL COMMITTEE/STUDY SESSION: Community Development Committee

MEETING/STUDY SESSION DATE: 7/22/2026
--

COMMITTEE RECOMMENDATION: Do Pass
--

STAFF RECOMMENDATIONS/MOTION:

A motion to approve Ordinance No. 2972, to establish zoning code regulations, including definitions, use allowances, and performance standards, for food truck pods.

Food Trucks and Food Truck Pods Draft Ordinance No. 2972 *City Council Presentation*

City Council Meeting
August 3, 2026

What is proposed?

Code amendments and additions to support the new land use category for “Food truck pods”.

What else is happening?

Staff is drafting program guidelines for temporary food trucks seeking to operate within city limits.

Why are changes being proposed?

1. Current regulations are minimal and confusing.
2. A Temporary Use permit is presently required for a private property owner to host a temporary food truck use.
3. No land use designation or performance standards to support the growing business model of “Food truck pods”.

What are the Program Guidelines?

Temporary Food Trucks

Operators who intend to operate on a temporary basis will only need to meet and agree to the guidelines.

- Required documentation (insurance, health department approval, fire inspection, etc.).
- Operating conditions, allowable times/locations, and prohibitions.
- Signed acknowledgement of the applicable regulations and standards.
- All regulations and standards are either already codified or in the proposed draft ordinance.
- Ordinance includes relevant implementations for Temporary operators such as a surfacing exemption and temporary use exemption.

What are Food Truck Pods?

Food Truck Pods

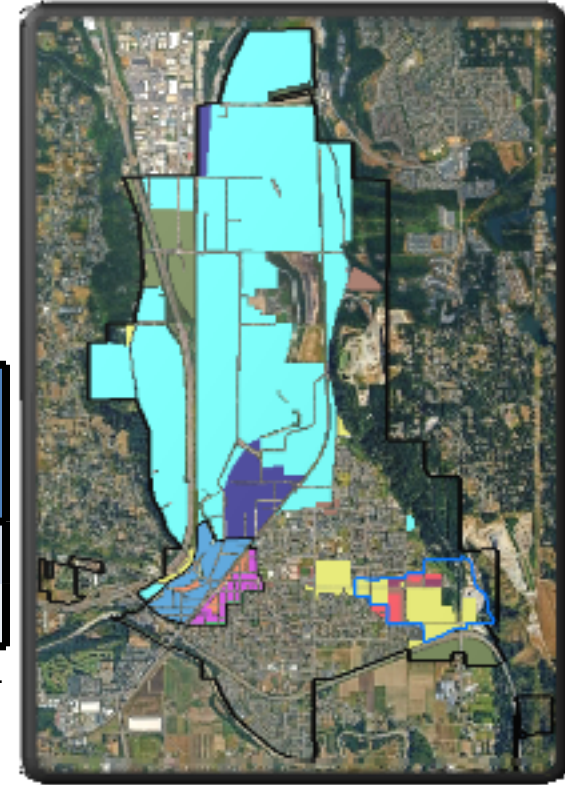
Sites seeking to implement the food truck pod land use type will be subject to permit review against applicable performance standards.

- Semi-permanent placement of more than one food truck on a site.
- Operates together under agreement with property owner.
- Can be an accessory use or principal use.
- Site development and building permits required – major distinction between semi-permanent and temporary.
- Utilization of existing code section SMC 18.42.060 of cooperative parking facilities.
- Parking ratio requirement of 2 spaces per food truck on-site.

Where will food truck pods be?

Use Type	Commercial	Industrial	Town Center	ESUV Overlay MDR/HDR
Principal	✓	✓	✓	x
Accessory	✓	✓	✓	✓

*Multi-family developments with 100+ units in the East Sumner Urban Village overlay district.



Food Truck Pods – Principal Use Example

- Oak Tree Station in Camas, WA.
- Development features a food truck pod that hosts 20+ vendors, a 7,000 square foot park, and 130+ parking spaces.
- Semi-permanent mobile food trucks that utilize provided hook-ups.



Food Truck Pods - Accessory Use Example

- Midtown Yacht Club in Bend, OR.
- Food truck pods are an accessory use to the tap room on-site.
- 6-8 food trucks on-site.



Where are we at in the process?



Jun 04, 2026
Planning
Commission
Discussion

July 09, 2026
PC Hearing &
Recommendation

July 22, 2026
Com. Dev.
Committee

August 3, 2026
City Council



Questions or Comments for staff?

Thank you!

Contact staff via email for follow up:

○ braydens@sumnerwa.gov



**ORDINANCE NO. 2972
CITY OF SUMNER, WASHINGTON**

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SUMNER, WASHINGTON, AMENDING CHAPTER 5.04 “BUSINESS LICENSES” AND CHAPTER 10.36 “PARKING”; AND TITLE 18 “ZONING CODE” OF THE SUMNER MUNICIPAL CODE TO ADD DEFINITIONS AND REGULATIONS FOR FOOD TRUCK PODS, AND TO PERMIT FOOD TRUCK PODS IN ALL ZONES THAT ALLOW FOOD SERVICE USES INCLUDING GENERAL COMMERCIAL, INTERCHANGE COMMERCIAL, AND NEIGHBORHOOD COMMERCIAL (CHAPTER 18.16), LIGHT AND HEAVY INDUSTRIAL (CHAPTER 18.18), THE TOWN CENTER CODE (CHAPTER 18.29), AND THE EAST SUMNER URBAN VILLAGE OVERLAY DISTRICT (CHAPTER 18.30); AND ADDS NEW DEFINITIONS (CHAPTER 18.04) FOR: FOOD TRUCKS, FOOD TRUCK VENDING, AND FOOD TRUCK POD AND REPEALS DEFINITIONS (CHAPTER 10.36) FOR FOOD TRUCK, FOOD TRUCK VENDING, AND FOOD TRUCK VENDOR; AMENDS SECTIONS 5.04.070, 10.36.005, 10.36.087, 10.36.116.5, 18.04, 18.16.020, 18.16.080, 18.18.020, 18.22.040, 18.29.030, 18.29.035, 18.30.030, 18.30.090, 18.36.020, 18.42.030 AND 18.42.040.

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

Section 1. SMC 5.04.070 “Exemptions” is hereby amended to read as follows:

5.04.070 Exemptions.

Upon approval of the director and further provided that all other provisions of this chapter are complied with, including without limitation the requirement to obtain and maintain a current business license, the requirement to pay license fees shall not apply to the following:

...

- I. Food trucks parked on public property or a private parcel, with the permission of the property owner, for less than 24 consecutive hours are exempt from the general business license requirements of this chapter.

Section 2. SMC 10.36.005 “Definitions” is hereby amended to read as follows:

10.36.005 Definitions.

For purposes of this chapter, the following terms shall be defined as follows, unless a different meaning is expressly provided:

...

- K. “Food truck” See SMC 18.04.0394. ~~an operable motor vehicle used to serve, vend, or provide ready-to-eat food or nonalcoholic beverages for immediate consumption, with or without charge, and is operated from a temporary location on a public way.~~

L. “Food truck vending” ~~See SMC 18.04.0394.1. means the sale of primarily food and/or nonalcoholic beverages from a food truck upon public ways of the city. Other items may be sold in conjunction with food truck vending items.~~

M. ~~“Food truck vendor” means a person who engages in the activity of food truck vending.~~

Section 3. SMC 10.36.087 “Food truck parking” is hereby amended to read as follows:

10.36.087 Food truck parking.

~~Parking shall only be allowed for food trucks and food truck customers between the hours of 10:00 a.m. and 3:00 p.m., Monday through Friday, in the following locations:~~

- A. ~~Parking shall only be allowed for food trucks and food truck customers between the hours of 10:00 a.m. and 3:00 p.m., Monday through Friday, in the following locations: On the south side of 45th Street East beginning from a point 600 feet east of Tacoma Avenue to the end of the road.~~
 - i. ~~On the south side of 45th Street East beginning from a point 600 feet east of Tacoma Avenue to the end of the road.~~
- B. ~~Food trucks may not locate within 100 feet of another restaurant business or food truck pod without property owner permission.~~
- C. ~~Food trucks may not locate within 300 feet of public events in public parks or right-of-way that include food vendors or food sales, except when authorized in writing by the event organizer or as authorized under a Special Event permit.~~

Section 4. SMC 10.36.116.5 “Parking for certain purposes unlawful” is hereby amended to read as follows:

10.36.116.5 Parking for certain purposes unlawful.

No person shall park any automobile, truck, or other vehicle or trailer on any public street, alley, or right-of-way for the purpose of:

...

- C. Selling merchandise from such automobile, truck, or other vehicle or trailer, except for the selling of products from a food truck between the hours of 7:00 a.m. and 10:00 p.m. or when otherwise authorized.

Section 5. SMC 18.04 “Definitions” is hereby amended to add the following new definitions, and to amend existing definitions where necessary:

18.04 Definitions.

...

18.04.0394 – Food truck.

“Food truck” means an operable motorized vehicle or trailer vending unit used to prepare and serve food or vend prepackaged food.

18.04.0394.1 – Food truck vending.

“Food truck vending” means the sale of primarily food and/or nonalcoholic beverages from a food truck.

18.04.0394.2 – Food truck pod.

“Food truck pod” means a semi-permanent collection of two or more food trucks that operate together on privately owned property under an agreement with the property owner.

Section 6. SMC 18.16.020 “Principal and Conditional Uses” is hereby amended to read as follows:

18.16.020 Principal and Conditional Uses

The following table details permitted and conditionally permitted uses in the commercial districts. Where a “P” is indicated, the respective use in the same row is permitted in the zone classification in the same column. Where a “CUP” is indicated, the respective use in the same row is conditionally permitted in the zone classification in the same column. A conditional use permit shall be required and in full force and effect in order to establish the conditional uses. Where a “PRD” is indicated, the respective use in the same row is permitted through a planned residential development. A planned residential development shall be required and in full force and effect in order to establish the use.

		NC	GC	IC
...				
<u>77.</u>	<u>Food truck pods¹⁶</u>	<u>P</u>	<u>P</u>	<u>P</u>
...				

¹⁶See performance standards in SMC 18.16.080(AA).

Section 7. SMC 18.16.080 “Performance standards” is hereby amended to read as follows:

18.16.080 Performance standards.

The following special requirements and performance standards shall apply to properties located in the commercial districts:

...

AA. Food truck pods where allowed shall meet the following provisions:

1. An application for a food truck pod as either principal use or accessory use must be submitted and contain the following:
 - a. A completed application form, including signed consent by the subject property’s owner(s) or the owner’s legal representative(s). If a legal representative is used as a signatory, written proof of ability to be a signatory must be included with the application. The owner’s name(s) and address(es), and the applicant’s name, address and signature (if different than the owner) must also be provided;
 - b. A scaled site plan of the proposed area for food trucks to be located, with dimensions shown and to include the following:

- i. Total square footage area of proposed new and/or redeveloped impervious surfaces;
 - ii. Total number and locations of food trucks on the site, to include a numbering/identification scheme for each proposed unit location (i.e., Space 1, Space 2, etc.);
 - iii. For each proposed food truck space, dimensions showing the largest potential extent of each individual food truck;
 - iv. Location, size, and number of seats for all proposed customer seating areas, if proposed;
 - v. Location and dimensions for all existing and proposed permanent and temporary structures on the site (such as permanent or portable restrooms, covered seating areas, bike parking areas, etc.);
 - vi. Consistency with all setback and separation requirements as specified within this section.
 - vii. ADA clearances into and throughout affected areas of the property;
 - viii. Existing and proposed vehicle and pedestrian access points and ways, including surfacing for each;
 - ix. Number and location of trash receptacles; and
 - x. Location of utilities and details on how food trucks will utilize/connect to utilities (electric, water, sewer, etc.)
- c. An itemized narrative demonstrating compliance with the location rules and review criteria outlined in the following sections below.
- 2. Food trucks that orient the service window toward the public right-of-way or an alley must maintain a minimum setback of 2 feet from the public right-of-way or alley. Additionally, a minimum 5-foot-wide sidewalk must exist along the subject street frontage.
- 3. Food trucks must maintain a minimum separation of 10 feet between other food trucks on the property as well as structures including decks, patios, park/picnic benches, and permanent or temporary seating areas.
- 4. Accessory Use. Food truck pods allowed as an accessory use may reduce the minimum amount to one (1) food truck pod per development site and may not exceed four (4) trucks per development site.
- 5. Awnings may be provided subject to the following:
 - a. Awnings must be fully attached to the food truck and have a minimum of seven (7) feet of vertical clearance, with the ability to be closed or removed.
 - b. Awnings are not subject to setback requirements, however, in no case shall an awning extend over adjacent sidewalk or public right-of-way.
- 6. Utilities. Food trucks that are fully contained (i.e., units that provide their own water, power, and waste disposal) are permitted with no additional utility considerations beyond the permitting process. Units that require a water source, power source, or waste disposal location are permitted only where the City Engineer or designee has approved that show safe access and location. Such provisions are subject to all applicable building and development code. All food trucks that connect to public sanitary sewer lines must utilize a grease interceptor.
 - a. Water Connection. Water connection will require that the water service be protected by a Reduced Pressure Backflow Assembly (RPBA).

- b. Noise. If self-provided mechanical equipment is utilized, ensure it abides by SMC 8.14 for Noise Control.
- 7. Trash Disposal. Trash receptacles must be provided on site at a rate of one (1) receptacle for every two (2) food trucks or fraction thereof. For seating areas, an additional trash receptacle must be provided for every 16 seats or fraction thereof. All trash receptacles must be emptied and maintained and must be located a minimum of ten (10) feet from combustible fuel tanks.
- 8. Restrooms. Restroom facilities shall be provided in compliance with Tacoma – Pierce County Health Department requirements and the following:
 - a. If temporary public restrooms are used, they must be provided in an enclosed area to provide screening and safety.
 - b. For sites containing more than ten (10) food trucks, permanent restroom facilities must be provided on-site.
- 9. Food truck pods with more than 10 food trucks:
 - a. The public improvement standards and street tree standards must be met for the development site.
 - b. All food trucks on the subject site must directly connect to public sanitary sewer lines and must utilize a grease interceptor.
- 10. All new and reconfigured parking and permanent structures shall meet the City’s Design and Development Guidelines.

Section 8. SMC 18.18.020 “Principal, administrative and conditional uses” is hereby amended to read as follows:

18.18.020 Principal, administrative and conditional uses.

A. The following table details permitted and conditionally permitted uses in the manufacturing districts. Where a “P” is indicated or the respective use in the same row is permitted in the zone classifications in the same column. Where an “A” is indicated or SMC 18.48.020(B) applies, the respective use in the same row is allowed through an administrative use permit. An administrative use permit shall be required in full force and effect in order to establish said administrative uses. Where a “CUP” is indicated, the respective use in the same row is conditionally permitted in the zone classification in the same column. A conditional use permit shall be required and in full force and effect in order to establish said conditional uses. Where “—” is indicated, the respective use is not allowed. Where a “1” or “2” is indicated, there are different or supplemental regulations for that particular use within the Sumner manufacturing/industrial core overlay (MICO) pursuant to the notes at the bottom of this table.

		M-1	M-2	MICO (M-1/M-2)
...				
<u>74.</u>	<u>Food truck pods¹⁰</u>	<u>P</u>	<u>P</u>	<u>P</u>
...				

...

¹⁰[See performance standards in SMC 18.16.080\(AA\).](#)

Section 9. SMC 18.22.040 “Permitted uses” is hereby amended to read as follows:

18.22.040 Permitted uses.

- A. Restaurants, cafes, coffee houses, bakeries, [food truck pods](#), and similar food services.

Section 10. SMC 18.29.030 “Principal uses” is hereby amended to read as follows:

18.29.030 Principal uses.

The following are permitted uses in the Town Center districts, except in the IDEA overlay (see subsection Y of this section):

...

- [Z. Food truck pods subject to the performance standards set forth in SMC 18.16.080\(AA\).](#)

Section 11. SMC 18.29.035 “Accessory allowed uses in the Town Center” is hereby amended to read as follows:

18.29.035 Accessory allowed uses in the Town Center.

...

- [B. Food truck pods subject to the performance standards set forth in SMC 18.16.080\(AA\).](#)

Section 12. SMC 18.30.030 “Principal and conditional uses” is hereby amended to read as follows:

18.30.030 Principal and conditional uses.

- A. Residential Districts. Permitted principal, accessory, and conditional uses in the ESUV shall be the same as those specified in the underlying zoning districts for the LDR, MDR, and HDR districts, except that:

...

- [6. Food truck pods may be permitted as an accessory use to multifamily residential uses in MDR/HDR zonings and shall meet the provisions of SMC 18.30.090\(J\).](#)
- B. Commercial Districts. Those uses listed below shall govern the uses permitted and conditionally permitted where the base designations GC and NC are combined with the ESUV overlay district. Where a “P” is indicated, the respective use in the same row is permitted in the zone classification in the same column. Where a “CUP” is indicated, the respective use in the same row is conditionally permitted in the zone classification in the same column. A conditional use permit shall be required and in full force and effect in order to establish the conditional uses. Where a “PRD” is indicated, the respective use in the same row is permitted through a planned residential development. A planned residential development shall be required and in full force and effect in order to establish the use.

	NC/ESUV	GC/ESUV
--	---------	---------

...			
<u>58.</u>	<u>Food truck pods⁸</u>	<u>P</u>	<u>P</u>
...			

¹Drive-through businesses and drive-through espresso/coffee businesses within the area defined as East Main Street in SMC 18.43.020 and in the GC district within the Town Center Plan area shall meet the provisions of SMC 18.16.080(RT).

...
⁸Food truck pods shall meet the provisions of SMC 18.30.090(J).

Section 13. SMC 18.30.090 “Performance standards” is hereby amended to read as follows:

18.30.090 Performance standards.

...
D. Banks, vehicle repair, drive-in businesses, car washes, gas stations, automotive sales, and other auto-oriented uses are not permitted in the ESUV/NC zone and, where allowed, shall meet the following provisions:

- ...
2. Drive-in businesses that are not adjacent to a principal arterial shall meet the performance standards set forth in SMC 18.16.080(RT). Regardless of location, all drive-up windows and queuing of cars shall be located behind buildings and obscured from the primary pedestrian street; and

...
J. Food truck pods:
1. Where allowed, food truck pods shall meet the performance standards set forth in SMC 18.16.080(AA).
2. ESUV/MDR and ESUV/HDR Districts. In the ESUV/MDR and ESUV/HDR districts food truck pod uses are solely allowed as an accessory use to multifamily residential developments that meet or exceed 100 units.

Section 14. SMC 18.36.020 “Temporary uses in permitted zones” is hereby amended to read as follows:

18.36.020 Temporary uses in permitted zones.

...
E. Food trucks that remain on private property for less than 24 hours are exempt from the temporary use permit requirements.

Section 15. SMC 18.42.030 “Design and construction standards” is hereby amended to read as follows:

18.42.030 Design and construction standards.

Any required off-street parking and loading facilities shall be developed in accordance with the following standards:

...

D. Surface.

...

6. Food trucks parked on a public or private parcel for less than 24 consecutive hours and are not operating as part of a food truck pod shall only require parking spaces and access drives to be improved with a dustless, hard surface.

Section 16. SMC 18.42.040 “Required number of parking spaces” is hereby amended to read as follows:

18.42.040 Required number of parking spaces.

The minimum number of off-street parking spaces shall be as follows for the listed uses:

...

W. Food truck pods: two per food truck on-site;

Section 17. Severability. If a section, subsection, paragraph, sentence, clause, or phrase of this ordinance is declared unconstitutional or invalid for any reason by any court of competent jurisdiction; such decision shall not affect the validity of the remaining portions of this ordinance. If the provisions of this ordinance are found to be inconsistent with other provisions of the Sumner Municipal Code, the provisions of this ordinance shall control.

Section 18. Effective Date. This ordinance shall be effective five (5) days from and after its passage, approval and publication as provided by law.

Section 19. Corrections by City Clerk or Code Reviser. Upon approval of the City Attorney, the City Clerk and the Code Reviser are authorized to make the necessary corrections to this ordinance, including the correction of clerical errors; ordinance, section, or subsection numbering; or references to other local, state, or federal laws, codes, rules, or regulations.

Section 20. Implementation. The Mayor is hereby authorized to implement such administrative procedures as may be necessary to carry out the directions of this legislation.

Passed by the City Council and approved by the Mayor of the City of Sumner, Washington, at a regular meeting thereof this 3rd day of August 2026.

Mayor Carla S. Bowman

ATTEST:

APPROVED AS TO FORM:

Michelle Converse, CMC, City Clerk

Kendra Rosenberg, Interim City Attorney

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

[Click here to enter a date.](#)
[Click here to enter a date.](#)
[Click here to enter a date.](#)
[Click here to enter a date.](#)