



**PUBLIC WORKS COMMITTEE MEETING
AGENDA
CITY HALL – 1104 MAPLE STREET
AUGUST 3, 2021 4:00 PM**

Members: Councilmembers Cindi Hochstatter (chair), Charla Neuman, Kathy Hayden (alternate)

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

On June 30th, Governor Inslee issued the “Washington Ready” guidelines, effectively re-opening the State of Washington and removing the Covid-19 restrictions. The City of Sumner looks forward to welcoming members of the public to its meetings in-person, but until further notice will continue to conduct its meetings 100% virtually, using the ZOOM platform. The public is invited to attend using the ZOOM meeting access information below.

Join Zoom Meeting

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

Meeting ID: 871 0196 4344

One tap mobile

+12532158782,,87101964344# US (Tacoma)

COMMITTEE BUSINESS

1. Quit Claim Deed to SBLSD of unperfected Mason St. ROW
2. Floodplains by Design Grant Amendment
3. Alder Kincaid Utility Improvements – Consultant Services Amendment
4. PSE Energy Conservation Grant Agreement - Lighting
5. Sumner Tapps Highway Resurfacing- Consultant Supplement
6. Resolution 1589 Pollution Prevention Assistant (PPA) Partnership - Interagency Agreement Authorization

REPORTS

ADJOURNMENT

SUBJECT: Quit Claim Deed to SBLSD of unperfected Mason St. ROW

CATEGORY: Motion

BUDGET IMPACT:

Expenditure Required: None

Within Budget Allocation: N/A

ATTACHMENTS:

1. Quit Claim Deed City to SBSLD
2. Excise Tax Affidavit
3. Illustrative Map

STAFF CONTACT: Andrea Marquez, City Attorney

SUMMARY BACKGROUND:

Old documents related to properties along Mason street appear to have attempted to dedicate ROW to the City. However, deeds were never recorded, so the ROW was never perfected. The City has no need or purpose for ROW in those locations, and therefore has agreed to sign a quit claim deed to 'clear title' to those unperfected ROW locations. This quit claim deed is purely to clean up title, and does not actually vacate or convey any public right of way used or owned by the City.

COUNCIL COMMITTEE/STUDY SESSION: Public Works Committee

MEETING/STUDY SESSION DATE: 8/3/2021
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COMMITTEE RECOMMENDATION: Do-Pass

STAFF RECOMMENDATIONS/MOTION:

Motion to Authorize the Mayor to execute a quit claim deed clearing title to unperfected ROW near Mason Street to the Sumner-Bonney Lake School District.

WHEN RECORDED RETURN TO:
Sumner-Bonney Lake School District
1202 Wood Avenue
Sumner, WA 98390

Type of Document: Quit Claim Deed
Documents Referenced: 1783090, 1782177, 1781036, 1782178, and 1449983
Grantor: City of Sumner, a Washington municipal corporation
Grantee: Sumner-Bonney Lake School District No. 320, a Washington municipal corporation
Abbreviated Legal Description: PTN Revised Parcel J, BLA 9511090682
Complete Legal Description: Page 1
Assessor Parcel No.: PTN 0420244205

QUIT CLAIM DEED

THE GRANTOR, CITY OF SUMNER, a Washington municipal corporation, for and in consideration of clearing title, conveys and quit claims, to GRANTEE, SUMNER-BONNEY LAKE SCHOOL DISTRICT NO. 320, a Washington municipal corporation, any and all possible right, title and interest, created under Pierce County Recording Nos. 1783090, 1782177, 1781036, 1782178, and 1449983, to the real estate described below, situated in the County of Pierce, State of Washington, and illustratively shown on Exhibit A attached hereto and incorporated herein by this reference:

BEGINNING AT A POINT 30 FEET SOUTH AND 406.84 FEET EAST OF THE INTERSECTION OF THE CENTERLINE OF MASON STREET AND THE EAST LINE OF KINCAID DONATION LAND CLAIM IN THE SOUTHEAST QUARTER OF SECTION 24, TOWNSHIP 20 NORTH, RANGE 4 EAST, W.M.; THENCE EAST 202.16 FEET; THENCE NORTH 30 FEET; THENCE EAST TO A POINT 651.25 FEET WEST OF THE EAST LINE OF SAID SECTION 24; THENCE NORTH 30 FEET TO THE EXTENDED NORTH LINE OF MASON STREET; THENCE WEST ON THE NORTH LINE OF MASON STREET EXTENDED TO A POINT NORTH OF THE POINT OF BEGINNING; THENCE SOUTH 60 FEET TO THE POINT OF BEGINNING.

SITUATE IN THE COUNTY OF PIERCE, STATE OF WASHINGTON.

DATED _____, 2021.

CITY OF SUMNER, a Washington municipal corporation

By: _____
William Pugh

Its: Mayor

ATTEST:

Michelle Converse, City Clerk

APPROVED AS TO FORM:

Andrea Marquez
City Attorney

STATE OF WASHINGTON)
) SS
COUNTY OF PIERCE)

On this 14th day of July, 2021, before me a Notary Public in and for the State of Washington, personally appeared William Pugh, the Mayor of City of Sumner, a Washington municipal corporation that executed the foregoing instrument, and acknowledged it to be the free and voluntary act of said municipal corporation, for the uses and purposes mentioned in this instrument, and on oath stated that he was authorized to execute said instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year first above written.

Printed
Name: _____
NOTARY PUBLIC in and for the State Washington,
residing at _____
My Commission _____
Expires: _____

EXHIBIT A
ILLUSTRATIVE MAP

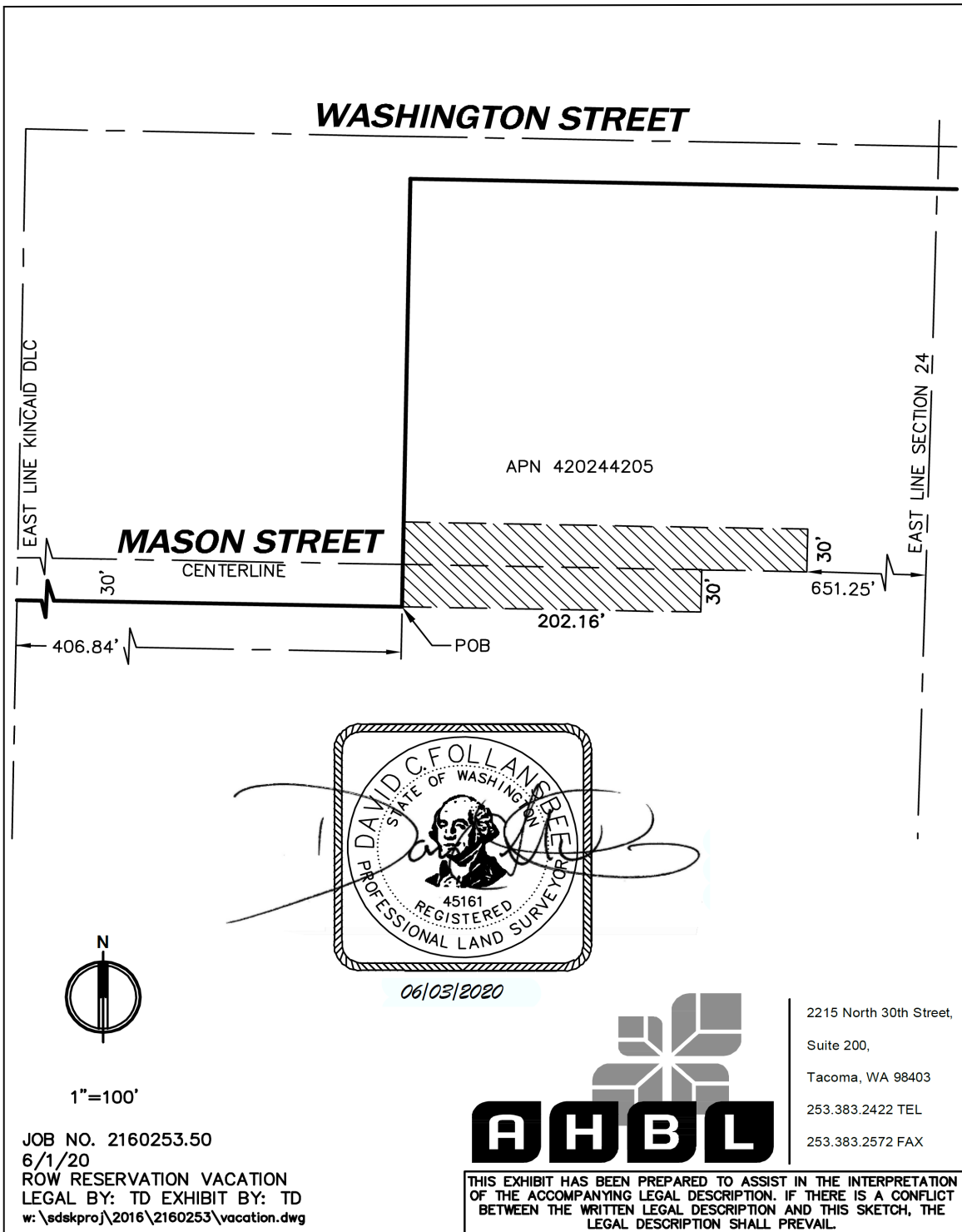


EXHIBIT A

Real Estate Excise Tax Affidavit (RCW 82.45 WAC 458-61A)

Only for sales in a single location code on or after January 1, 2020.

This affidavit will not be accepted unless all areas on all pages are fully completed.

This form is your receipt when stamped by cashier. Please type or print.

☐ Check box if the sale occurred in more than one location code.

☒ Check box if partial sale, indicate % _____ sold.

List percentage of ownership acquired next to each name.

1 Seller/Grantor

Name City of Sumner, a Washington
municipal corporation

Mailing address 1104 Maple Street

City/state/zip Sumner, WA 98390

Phone (including area code) _____

2 Buyer/Grantee

Name Sumner-Bonney Lake School No. 320, a Washington
municipal corporation

Mailing address 1202 Wood Avenue

City/state/zip Sumner, WA 98390

Phone (including area code) _____

3 Send all property tax correspondence to: ☒ Same as Buyer/Grantee

Name _____

Mailing address _____

City/state/zip _____

List all real and personal property tax parcel account numbers

PTN 0420244205

Levy Code: 117

Personal property?

Assessed value(s)

☐

\$ 38,788,500.00

☐

\$ 0.00

☐

\$ 0.00

4 Street address of property 1707 Main Street, Sumner, Washington

This property is located in Sumner

(for unincorporated locations please select your county)

☒ Check box if any of the listed parcels are being segregated from another parcel, are part of a boundary line adjustment or parcels being merged.

Legal description of property (if you need more space, attach a separate sheet to each page of the affidavit).

SEE EXHIBIT A ATTACHED HERETO

5

68 - Educational services

Enter any additional codes _____

(see back of last page for instructions)

Was the seller receiving a property tax exemption or deferral under RCW 84.36, 84.37, or 84.38 (nonprofit org., senior citizen or disabled person, homeowner with limited income)? ☐ Yes ☒ No

Is this property predominantly used for timber (as classified under RCW 84.84 and 84.33) or agriculture (as classified under RCW 84.34.020)? See ETA 3215. ☐ Yes ☒ No

If yes, complete the predominate use calculator (see instructions for section 5).

6 Is this property designated as forest land per RCW 84.33? ☐ Yes ☒ No

Is this property classified as current use (open space, farm and agricultural, or timber) land per RCW 84.34? ☐ Yes ☒ No

Is this property receiving special valuation as historical property per RCW 84.26? ☐ Yes ☒ No

If any answers are yes, complete as instructed below.

(1) NOTICE OF CONTINUANCE (FOREST LAND OR CURRENT USE)

NEW OWNER(S): To continue the current designation as forest land or classification as current use (open space, farm and agriculture, or timber) land, **you must sign on (3) below**. The county assessor must then determine if the land transferred continues to qualify and will indicate by signing below. If the land no longer qualifies or you do not wish to continue the designation or classification, it will be removed and the compensating or additional taxes will be due and payable by the seller or transferor at the time of sale (RCW 84.33.140 or 84.34.108). Prior to signing (3) below, you may contact your local county assessor for more information.

This land: ☐ does ☐ does not qualify for continuance.

Deputy assessor signature _____

Date _____

(2) NOTICE OF COMPLIANCE (HISTORIC PROPERTY)

NEW OWNER(S): To continue special valuation as historic property, **sign (3) below**. If the new owner(s) doesn't wish to continue, all additional tax calculated pursuant to RCW 84.26, shall be due and payable by the seller or transferor at the time of sale.

(3) NEW OWNER(S) SIGNATURE

Signature _____

Signature _____

Print name _____

Print name _____

8 I CERTIFY UNDER PENALTY OF PERJURY THAT THE FOREGOING IS TRUE AND CORRECT

Signature of grantor or agent _____

Name (print) William Pugh, Mayor

Date & city of signing July, 2021 Sumner

Signature of grantee or agent _____

Name (print) Laurie D. Dent, Ph.D., Superintendent

Date & city of signing July 14, 2021 Sumner

Perjury in the second degree is a class C felony which is punishable by confinement in a state correctional institution for a maximum term of five years, or by a fine in an amount fixed by the court of not more than \$10,000, or by both such confinement and fine (RCW 9A.72.030 and RCW 9A.20.021(1)(c)).

To ask about the availability of this publication in an alternate format for the visually impaired, please call 360-705-6705. Teletype (TTY) users may use the WA Relay Service by calling 711.

EXHIBIT A TO REAL ESTATE EXCISE TAX AFFIDAVIT

PORTION OF PIERCE COUNTY TAX PARCEL NO. 0420244205

LEGAL DESCRIPTION FOR QUIT CLAIM DEED

BEGINNING AT A POINT 30 FEET SOUTH AND 406.84 FEET EAST OF THE INTERSECTION OF THE CENTERLINE OF MASON STREET AND THE EAST LINE OF KINCAID DONATION LAND CLAIM IN THE SOUTHEAST QUARTER OF SECTION 24, TOWNSHIP 20 NORTH, RANGE 4 EAST, W.M.; THENCE EAST 202.16 FEET; THENCE NORTH 30 FEET; THENCE EAST TO A POINT 651.25 FEET WEST OF THE EAST LINE OF SAID SECTION 24; THENCE NORTH 30 FEET TO THE EXTENDED NORTH LINE OF MASON STREET; THENCE WEST ON THE NORTH LINE OF MASON STREET EXTENDED TO A POINT NORTH OF THE POINT OF BEGINNING; THENCE SOUTH 60 FEET TO THE POINT OF BEGINNING.

NARRATIVE PURSUANT TO WAC 458-61A-215
CITY OF SUMNER, GRANTOR,
AND SUMNER-BONNEY LAKE SCHOOL DISTRICT NO. 320, GRANTEE

In accordance with WAC 458-61A-215(1) and (3), City of Sumner, a Washington municipal corporation, as “Grantor”, and Sumner-Bonney Lake School District No. 320, a Washington municipal corporation, as “Grantee”, hereby make the following narrative.

The sole purpose of the Quit Claim Deed, dated July _____, 2021 executed by Grantor is to clear any possible right, title and interest of Grantor, created under Pierce County Recording Nos. 1783090, 1782177, 1781036, 1782178, and 1449983, with respect to the following described real property situated in the County of Pierce, Washington relating to a portion of Revised Parcel J, Main Street Plaza Boundary Line Adjustment, recorded under Recording No. 9511090682, in Pierce County, Washington:

BEGINNING AT A POINT 30 FEET SOUTH AND 406.84 FEET EAST OF THE INTERSECTION OF THE CENTERLINE OF MASON STREET AND THE EAST LINE OF KINCAID DONATION LAND CLAIM IN THE SOUTHEAST QUARTER OF SECTION 24, TOWNSHIP 20 NORTH, RANGE 4 EAST, W.M.; THENCE EAST 202.16 FEET; THENCE NORTH 30 FEET; THENCE EAST TO A POINT 651.25 FEET WEST OF THE EAST LINE OF SAID SECTION 24; THENCE NORTH 30 FEET TO THE EXTENDED NORTH LINE OF MASON STREET; THENCE WEST ON THE NORTH LINE OF MASON STREET EXTENDED TO A POINT NORTH OF THE POINT OF BEGINNING; THENCE SOUTH 60 FEET TO THE POINT OF BEGINNING.

SEE ILLUSTRATIVE MAP ATTACHED HERETO AS ***EXHIBIT 1***.

No consideration of any form has passed between Grantor and Grantee.

GRANTOR:
CITY OF SUMNER,
a Washington municipal corporation

GRANTEE:
SUMNER-BONNEY LAKE SCHOOL
DISTRICT NO. 320, a Washington
municipal corporation

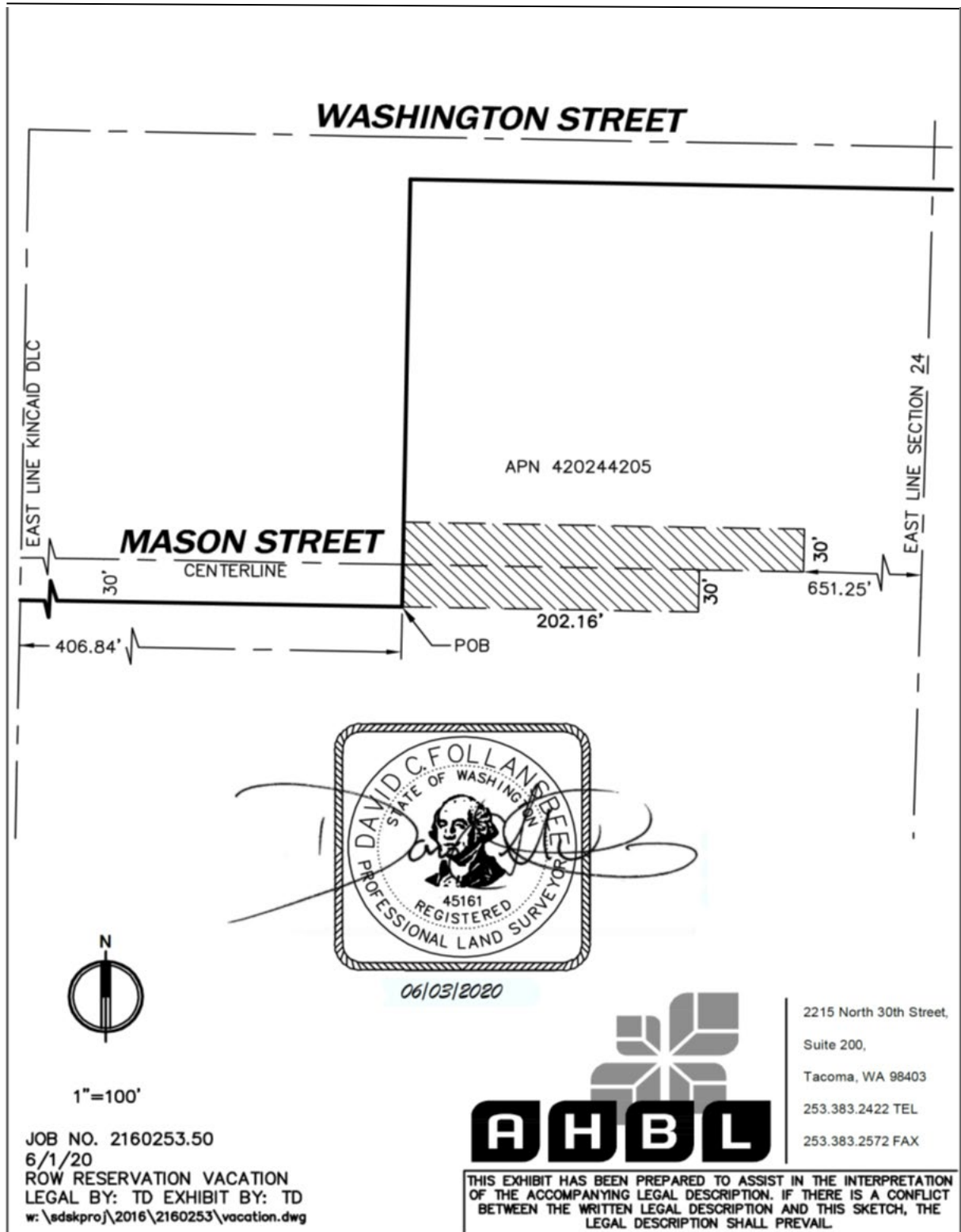
By: _____
William Pugh
Its: Mayor

By: _____
Laurie D. Dent, Ph.D.
Its: Superintendent

Dated: _____

Dated: _____

EXHIBIT 1
ILLUSTRATIVE MAP





RECORD OF SURVEY: SUMNER SCHOOL DISTRICT

IN: NE 1/4 SE 1/4 + NW 1/4 SE 1/4 SECTION 24,
TOWNSHIP 20 NORTH, RANGE 4 EAST, W.M.

FALLS 20' E OF N-S CHAINLINK FENCE
IN CENTERLINE OF DRIVEWAY APPROACH.

EX. COR. SEC. 24
FEB 1992
FOUND CONC. CASE &
COVERED W/4 DEEP
WATER. POSITION
FROM LOCATED
EXISTING REFERENCES
ON EDGE OF
PAVEMENT
(SEE P.O.B.
A.F. N. 8106300219)

22,000 PER
AF. N. 8106300219

18.6572
56.621
S 00° 47' 52" W 1329.93

Original



IT IS ASSUMED THAT 1/2 R/W
WAS 30' PRIOR TO 1905 AND
THAT THE 1/2 WAS VACATED
BY A.F. 187183, LEAVING
10' ON NORTH SIDE OF R.
FOR R/W.

POB.
OF DESC.

490°00'00"W 391.17 CALC.
VACATED 8-25-25 A.F. 17183

FOUND STONE
@ 0.00 WEST
OF CALC.
POSITION

FEB. 1992
SE COR. NE 1/4 SE 1/4
SEC. 24 - FOUND
NON. CASE (EMPTY)
CALCULATED
CORNER FALLS
IN CASE FALLS

FEB 1992
SE CORNER SEC.
24 - FOUND
STONE MON.
WITH "X" DOWN



For reference only, not for re-sale.

9206120530 # 91-91

SUBJECT: Floodplains by Design Grant Amendment

CATEGORY: Consent

BUDGET IMPACT:

Expenditure Required: None

Within Budget Allocation: N/A

ATTACHMENTS:

1. Amendment
-

STAFF CONTACT: Robert Wright, Environmental & Sustainability Specialist

SUMMARY BACKGROUND:

The City received funds from the Department of Ecology that are passed through Pierce County. These funds are for property acquisition, demolition, and related expenses on the Pacific Pointbar and Stewart Left Bank projects. Initially, the City entered into agreement with the County for \$100,000 of grant funding that was set to expire in June 2021. This amendment increases the total grant to \$1,000,000 and extends the deadline to December 2021.

COUNCIL COMMITTEE/STUDY SESSION: Public Works Committee

MEETING/STUDY SESSION DATE: 8/3/2021
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COMMITTEE RECOMMENDATION: Do-Pass

STAFF RECOMMENDATIONS/MOTION:

A motion accepting additional grant funding from Floodplains by Design in the amount of \$900,000 for use in the White River Restoration - Pacific Point Bar project (CIP 14-10), for a total amount of \$1,000,000 and authorizing the Mayor to execute any and all documents necessary to accept the funds, substantially in a form as approved by the City Attorney.

**FIRST AMENDMENT TO SUBRECIPIENT AGREEMENT NO. SC-107720
FOR POINT BAR RESTORATION FLOODPLAINS BY DESIGN ROUND 3**

THIS FIRST AMENDMENT to Subrecipient Agreement SC-107720 is made and entered into by and between **PIERCE COUNTY** a political subdivision of the State of Washington, herein referred to as "**COUNTY**" and **CITY OF SUMNER**, herein referred to as "**SUBRECIPIENT**".

WHEREAS, the parties hereto have previously entered into Subrecipient Agreement No. SC-107720 dated September 30, 2020 (the "Agreement") to provide Capital Land Acquisition and Construction project; and

WHEREAS, the parties desire to execute the first amendment to the Agreement to clarify and add scope to Exhibit A, Scope of Work to define all tasks required by this subaward, and extend the termination date to December 15, 2021; and

WHEREAS, the parties desire to modify Exhibit B, Compensation and Financial Requirements to increase the maximum compensation by \$900,000.00 for a total agreement amount of \$1,000,000.00;

NOW, THEREFORE, in consideration of the mutual benefits and advantages to be derived by each of the parties,

IT IS HEREBY AGREED as follows:

1. Section 1 of the Subrecipient Agreement is amended to read as follows:

GENERAL INFORMATION

Subrecipient Name: City of Sumner

Subrecipient Contact Information: Doug Beagle, City of Sumner, Development Services Director, 253-299-5715, doughb@sumnerwa.gov

Subrecipient Unique Identifier: 91-6001282

Federally Funded: No

Award Identification Number: SEAFBD-2017-PiCoSW-00019

Pass-through Entity Subaward Number: SC-107720

Federal/State Award Date: 11/05/2018

Subaward Period of Performance: May 1, 2020 through ~~June 30, 2021~~ **December 15, 2021**

Funds Available to the Subrecipient: ~~\$100,000.00~~ **\$1,000,000.00**

Award Project Description: Floodplains for the Future – Puyallup, White & Carbon Rivers (Round 3 – 2017-2019)

Name of Primary Awarding Agency: Washington State Department of Ecology, AWD-100454

Name of First Pass Through Entity: Pierce County

Contact Information for Pierce County: Tina Basil, Contract and Monitoring Manager, Planning & Public Works Contract Services, pcpwcontractservices@piercecounitywa.gov, 253-798-2426

Research and Development?: No

2. Section 2 of the Subrecipient Agreement is amended to read as follows:

PERIOD OF PERFORMANCE

The period of performance for this Agreement begins on May 1, 2020 and ends ~~June 30, 2021~~ **December 15, 2021**. The County reserves the right to extend this Agreement for additional periods. The decision to extend this Agreement is subject to the availability of funding, the continued priority of need for a specific service, and satisfactory performance by the Subrecipient during the period specified in this Agreement. Notification of intent to contract for additional periods with the Subrecipient will occur prior to the expiration of this Agreement.

3. Exhibit A, Scope of Work is modified to clarify and add scope to define all tasks required by this subaward as shown in Attachment 1.
4. Exhibit B, Compensation and Financial Requirements is modified to increase the total amount of the contract by \$900,000 from \$100,000 to \$1,000,000 as shown in Attachment 2.
5. ALL OTHER TERMS AND CONDITIONS OF THE ORIGINAL AGREEMENT, AND ALL SUPPLEMENTS, MODIFICATION AND AMENDMENTS THERETO SHALL REMAIN IN FULL FORCE AND EFFECT.

**PIERCE COUNTY
AGREEMENT SIGNATURE PAGE**

Agreement # SC-107720

IN WITNESS WHEREOF, the parties have executed this Amendment on the days indicated below:

SUBRECIPIENT

City of Sumner
Full Firm Name

Signature _____

Date _____

Print Signer's Name and Title

Mailing Address:

1104 Maple Street
Sumner, WA 98390

Phone: (253) 229-5708
Contact Person: Robert Wright

UBI No.: 277-000-014

PIERCE COUNTY

Approved as to legal form only:

By _____
Deputy Prosecuting Attorney Date

Approved:

By _____
Department Director
Date _____

By _____
Finance Director Date

By _____
Executive Date

Attachment 1

Exhibit A Scope of Work

This Agreement is between Pierce County and the Subrecipient for the project identified as Floodplains for the Future – Puyallup, White & Carbon Rivers (Round 3 - 2017-2019). This is a partial pass-through of award # SEAFBD-2017-PiCoSW-00019 from Washington State Department of Ecology.

Task and subtask numbers in this Scope refer to specific deliverables within Pierce County's agreement with the Washington State Department of Ecology and may not be sequential.

Period of Performance: May 1, 2020 through June 30, 2021.

The subrecipient agrees to provide the following:

Task 2: Capital Land Acquisition and Construction Project

The City of Sumner will acquire up to five properties and demolish structures for the Pacific (Sumner) Point Bar Restoration Project located on the lower White River in the City of Sumner. At completion, the Pacific (Sumner) Point Bar Restoration project will reconnect 27 acres of floodplain to the lower White River.

Responsibilities of Subrecipient:

- **City of Sumner will maintain communications with Pierce County and the Department of Ecology to ensure all acquisition activities will be eligible for reimbursement through the Floodplain by Design (FBD) grant.**
- City of Sumner will provide required documentation to Pierce County prior to submittal to Department of Ecology for property purchase.
- Procure all subcontracted services in compliance with state guidelines.
- City of Sumner will pay for all staff time.
- City of Sumner will meet the Department of Ecology requirements for Cultural Resources which may include a site survey. Cultural Resource Requirements must be determined by Department of Ecology before property purchase can proceed.
- **The City of Sumner will provide documentation of eligible match costs, up to \$250,000.**

County Responsibilities:

- The County will **reimburse the purchase costs to the amount eligible for reimbursement through the grant SEAFBD-20178-PiCoSW-00019. Pierce County will submit the costs to the Department of Ecology as an expenditure in Grant SEAFBD-20178-PiCoSW-00019.**

Deliverables:

- Fulfill all Department of Ecology Requirements for each Property Acquisition, as detailed in Exhibit E – Property Acquisition Document Requirements, **and submit to Pierce County for review prior to closing acquisition transactions.**
- Per Department of Ecology requirement: provide representative before and after demolition annotated photos – due with respective quarterly reports.

- Provide all procurement documents for all hired services.

Attachment 2

Exhibit B Compensation and Financial Requirements

1. COMPENSATION

In consideration of the mutual promises given and the benefit to be derived from this Agreement, the County agrees to provide funds in the amount of ~~\$100,000.00~~ **\$1,000,000.00** to accomplish the scope of services described in Exhibit A – Scope of Work, **to be reimbursed by the Department of Ecology for Grant SEAFBD-20178-PiCoSW-00019.** . The project budget and financial requirements are provided below.

BUDGET SUMMARY

Expenses for City of Sumner	Budget
Property Demolition of 5 Structures	\$100,000
Total Expenses to be reimbursed by Pierce County	\$100,000
Funding (Direct from other sources)	
Property Acquisition Cost** (Estimated Fair Market Value) into Escrow from <u>reimbursed through Pierce County from Department of Ecology</u> Grantor through Floodplains by Design Round 3-2017-2019	NTE \$900,000 <u>1,000,000</u>
Property Acquisition – Due Diligence (Appraisals, Review of Appraisals, Cultural Resources Review and/or Survey, Closing, Recording, Taxes, and Title report Fees)	
Staffing – Secure easements, manage real estate transaction, communicate with partners, and close project; Legal review of transactions documents and property easement	
<u>Property Demolition of up to 5 structures</u>	
Total Estimated Expenses for Easement <u>Acquisition</u> Project	<u>NTE \$1,000,000</u>

**** Original contract stated costs would be paid through escrow, this amendment is to account for the \$900,000 to be paid directly to City of Sumner from Pierce County for property acquisition costs.**

SUBJECT: Alder Kincaid Utility Improvements – Consultant Services Amendment

CATEGORY: Consent

BUDGET IMPACT:

Expenditure Required: \$205,630

Within Budget Allocation: N/A

ATTACHMENTS:

1. Amendment with Scope & Fee

STAFF CONTACT: Michael Kosa, City Engineer, Ryan Windish, Community Development Director

SUMMARY BACKGROUND:

The City of Sumner has previously contracted with BCRA for the design of utility improvements in the downtown area generally bounded by Main Street, Ryan Avenue, Park Street, and Cherry Avenue. The City has also completed a Main Street Visioning Study with conceptual improvements in areas that would be within this project boundary. Staff has identified the possibility that the Main Street Visioning improvements could be constructed efficiently and expeditiously by incorporating them into the Alder Kincaid improvements project.

This contract supplement would authorize BCRA to incorporate the Main Street Visioning improvements planned within the Kincaid Avenue and Cherry Avenue right of way into the Alder Kincaid Utility Improvement project..

COUNCIL COMMITTEE/STUDY SESSION: Public Works Committee

MEETING/STUDY SESSION DATE: 8/3/2021

COMMITTEE RECOMMENDATION: Do-Pass

STAFF RECOMMENDATIONS/MOTION:

A motion approving an amendment to BCRA's Consultant Services Contract for the Alder Kincaid Utilities Improvements Project (CIP 19-05), increasing the contract amount by \$205,630 to a total authorized amount not-to-exceed \$512,995.00, 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. 2

NAME OF CONSULTANT, CONTRACTOR OR VENDOR: **BCRA**

CONTRACT NAME & PROJECT NUMBER: **Alder and Kincaid Utilities (CIP 19-05)**

ORIGINAL AGREEMENT DATE: **November 14, 2019**

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>	\$24,930.00
Net Change by Previous Amendments <i>including applicable WSST</i>	\$282,435.00
Current Contract Amount <i>including all previous amendments</i>	\$307,365.00

Current Amendment Sum	\$205,630.00
Applicable WSST Tax on this Amendment	\$N/A
Revised Contract Sum	\$512,995.00

Original Time for Completion (insert date)	12/31/2020
Revised Time for Completion under prior Amendments (insert date)	12/31/2022
Add'l Days Required (±) for this Amendment	N/A
Revised Time for Completion (insert date)	N/A

In accordance with Section XIII 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: _____ (signature) Print Name: _____ Its _____ (Title) DATE: _____	CITY OF SUMNER: By: _____ (signature) Print Name: _____ Its _____ (Title) DATE: _____
CITY OF SUMNER: By: _____ (signature) Print Name: _____ Its _____ (Title) DATE: _____	APPROVED AS TO FORM: _____ Sumner City Attorney

EXHIBIT A

SCOPE OF WORK AND COMPENSATION

City of Sumner

Alder and Kincaid Utility Improvements

PROJECT DESCRIPTION

BCRA will provide engineering design services, as described in this Scope of Services, to the City of Sumner for the design of improvements to Cherry Avenue and Kincaid Avenue between Main Street and Maple Street as well as Heritage Park in the Town Center Area. The design of these areas will be included in the previously prepared Alder and Kincaid Utility Improvements construction packages and will be bid and constructed as a part of the larger project. Surveying will be completed to support the design work.

SCOPE OF SERVICES

Phase 01 – Project Management

Task C2 – Project Management

The following activities will be performed:

1. Prepare subconsultant agreements and manage subconsultants.
2. Monitor and control scope, schedule, and budget.
3. Prepare monthly invoices and progress reports.

Meetings:

- *None anticipated*

Assumptions:

- *Contract administration will occur throughout the design phases of the project*

Deliverables:

- *Executed contract amendment (pdf)*
- *Monthly invoices and progress reports (pdf)*

Phase 02 – Survey

Task XS2 – Survey

BCRA will contract with Lanktree Land Surveying for utility locating, topographic, and boundary survey.

1. **Boundary Survey:** Lanktree Land Surveying, Inc. will complete a Boundary Survey of the property based on a title report provided by owner. The Boundary Survey will be based on NAD83 horizontal datum, as required by the primary reviewing jurisdiction. Lanktree Land Surveying, Inc. will plot easements according to the title report. Lanktree Land Surveying, Inc. will survey and map any observable perimeter occupational indicators. For the purposes of this survey it is assumed that access has been arranged with appropriate parties.
2. **Additional Topographic Survey:** Lanktree Land Surveying, Inc. will survey the topography and observable improvements on the on-site property and other areas all as outlined on "Survey Exhibit" included with this Scope. Lanktree Land Surveying, Inc. will also survey the locations of existing trees in accordance with primary reviewing jurisdiction requirements. Marking placed by subconsultants prior to the start of the survey will be located, e.g., wetland flags, soil test pits, and septic test pits. The Topographic

Survey will be prepared using NAVD88 vertical datum as required by the primary reviewing jurisdiction, and will show all spot elevations, breaks-in-grade, and a 2-foot contour interval in sufficient detail for the engineer, planner, and subconsultants to determine slope gradients as may be required by the primary reviewing jurisdiction. Items buried or obscured by heavy vegetation may not be located due to their existence being hidden. All visible, above ground utilities will be shown, as well as any reference paint marks for underground utilities. Invert elevations will be provided where possible. Items outside area outlined on above referenced Survey Exhibit, shall be assumed to be unchanged from previous Survey. The topographic survey will be prepared in AutoCAD format and a hard copy provided.

3. Utility Locates: Lanktree Land Surveying, Inc. will contact the private utility locate company and coordinate the locating of the underground utilities prior to commencement of the survey. The locate company will locate conductible utilities. Wet utilities not observable from the surface will require a more detailed locate using different technology and is not part of this proposal.

Phase 10 – Main Street Visioning Concept

Task C1 – Civil Design

The following activities will be performed:

1. Review results from UW Tacoma Main Street Visioning capstone project and City comments related to the Main Street Visioning concepts.
2. Develop a phasing plan to incorporate the following phases of work:
 - a. Roadway improvements for Kincaid Ave between Main Street and Maple Street
 - b. Roadway improvements for Cherry Ave between Main Street and Maple Street
 - c. Alleyway improvements for the alley between Kincaid Ave and Alder Ave south of Main Street.
 - d. Heritage Park hardscape and landscape improvements excluding, but compatible with, building improvements for the southeast corner of the park
3. Participate in design charette.
4. Attend two public meetings.
5. Advance concept design and prepare 15% design plans for each phase listed above including:
 - a. Site Plan Sheet (2)
 - b. Roadway Sections (1 sheet)
 - c. Preliminary Details (1 sheet)
6. Prepare Engineer's Cost Estimate based on the 15% design.
7. Perform independent technical review (ITR) of 15% design documents and revise documents to address comments.
8. Prepare exhibit showing potential impacts to franchise utilities and send to utility purveyors for review.
9. Meet with City of Sumner staff to review 15% design.
10. Prepare meeting notes detailing City comment on 15% design.

Task L1 – Landscape Architecture

The following activities will be performed:

1. Lead design charrette with City of Sumner staff to develop park and streetscape concept.
2. Attend two public meetings.
3. Advance concept design and prepare 15% design plans for each phase listed in Phase 10 Task C1 including:
 - a. Conceptual Materials, Layout, and Planting Plans (2 sheets)
 - b. Preliminary Details (1 sheet)
 - c. Perspective Rendering (2 sheets)

- d. Illustrative Sections (1 sheet)
4. Prepare landscape architecture portions of Engineer's Cost Estimate based on the 15% design.
5. Revise documents to address comments from ITR.

Meetings:

- (1) Virtual meeting with City of Sumner during design to review progress
- (1) Virtual meeting with City of Sumner to review the 15% design
- (1) Virtual or in-person design charrette with City of Sumner to develop park and streetscape concept.
- (1) Public meeting with project stake holders to elicit input of design concepts.
- (1) Public meeting with adjacent property owners and other City of Sumner residents to elicit input of design concepts.

Assumptions:

- Time is not included for changes to the project to account for planned franchise utility work or to coordinate utility relocations beyond sending utility impact exhibit to utility purveyors
- Duration of 15% Design phase will be 11 weeks, including time for survey, as shown on the project schedule.
- Design will be based on preliminary concept development designs produced as a part of the Main Street Visioning project dated June 2021.
- All plans will be on sheet size 22"x34" with plan view scale at 1" = 20'. Profiles will have a vertical scale of 1" = 5' and horizontal scale of 1" = 20'.

Deliverables:

- 15% Design Plan Sets (pdf)
- 15% Engineer's Cost Estimate (pdf)
- Meeting agendas and notes
- Copies of ITR/QC report will be available upon request

Phase 30 – 90% Design

Task C2 – Civil Design

The following activities will be performed to develop the 90% design and prepare associated documents for the new work in Kincaid Ave and Cherry Ave as described in Phase 10 above:

1. Update design based on City of Sumner comments on the 15% design documents and prepare memo detailing how the comments were addressed and resolved.
2. Prepare 90% design plans including:
 - a. Horizontal Control Plans (1 sheets)
 - b. Site Preparation Plans (2 sheets)
 - c. Roadway Plan and Profile (2 sheets)
 - d. Roadway Sections (1 sheets)
 - e. Details (2 sheets)
 - f. Traffic Control Plans (1 sheets)
3. Meet with City of Sumner staff for 50% over the shoulder (OTS) review of the design
4. Revise the design in response to 50% OTS comments
5. Revise the previously prepared 90% special provisions.
6. Revise the previously prepared front end of specification for Construction Package 1.
7. Compile full specification package for review by City of Sumner.

8. Update Engineer's Cost Estimate based on the revised 90% design.
9. Perform ITR of 90% design and revise documents to address comments.
10. Update utility impact exhibits based on 90% design and send to utility purveyors for review.
11. Meet with City of Sumner staff to review 90% design.
12. Prepare meeting notes detailing City comment on 90% design.

Task L1 – Landscape Architecture

The following activities will be performed to develop the 90% design and prepare associated documents:

1. Update design based on City of Sumner comments on the 15% design documents.
2. Prepare 90% design plans for each construction package including:
 - a. Roadway Materials and Layout Plan (2 sheets)
 - b. Roadway Planting Plan (2 sheets)
 - c. Irrigation Plan (2 sheets)
 - d. Details (2 sheets)
3. Meet with City of Sumner staff for 50% OTS review of the design
4. Revise the design in response to 50% OTS comments
5. Prepare 90% special provisions for landscape architecture portions of the work.
6. Update landscape architecture portions of the Engineer's Cost Estimate based on the revised 90% design.
7. Revise documents to address ITR comments.
8. Meet with City of Sumner staff to review 90% design.

Meetings:

- *(1) Over the shoulder (OTS) meeting to review the design at or around 50%*
- *(1) Meeting with City of Sumner to review the 90% design.*

Assumptions:

- *Duration of 90% Design phase will be 14 weeks from the receipt of the 50% comments from the City of Sumner, as shown on the project schedule*
- *Comments will not change design substantially from the design shown on the 15% design*
- *Work advanced beyond 15% will include the Kincaid Avenue and Cherry Avenue and will not include the Alleyway between Kincaid Avenue and Alder Avenue or Heritage Park.*

Deliverables:

- *50% Comment Response Memo (pdf)*
- *90% Design Plan Sets (pdf)*
- *90% Engineer's Cost Estimate (pdf)*
- *90% Specification for Construction Package 1 (pdf)*
- *Meeting agendas and notes*
- *Copies of ITR/QC report will be available upon request*

Phase 40 – Final PS&E

Task C3 – Civil Design – Const. Package 1

The following activities will be performed to advance the new work in Kincaid Ave and Cherry Ave within Construction Package 1, as described in Phase 10 of this Scope, to a 100% level:

1. Update design based on City of Sumner comments on the 90% design documents and prepare memo detailing how the comments were addressed and resolved.

2. Prepare 100% plans based on updated design.
3. Prepare 100% specification package for Construction Package 1 based on comments received on 90% documents.
4. Update Engineer's Cost Estimate for Construction Package 1 of the project based on 100% design.
5. Perform ITR of 100% design and revise documents to address comments.

Task L1 – Landscape Architecture – Const. Package 1

The following activities will be performed to advance the new work in Kincaid Ave and Cherry Ave within Construction Package 1, as described in Phase 10 of this Scope, to a 100% level:

1. Update design based on City of Sumner comments on the 90% design documents.
2. Prepare 100% plans based on updated design.
3. Prepare the landscape architecture portion of the 100% specification package for Construction Package 1 based on comments received on 90% documents.
4. Update the landscape architecture portion of the Engineer's Cost Estimate for Construction Package 1 of the project based on 100% design.
5. Revise documents to address ITR comments.

Meetings:

- *None anticipated*

Assumptions:

- *Duration of Final PS&E phase will be two weeks from the receipt of the 90% comments from the City of Sumner, as shown on the project schedule*
- *Client will provide final approval of all documents*
- *Construction Package 1 is anticipated to have a bid advertisement in early 2022*
- *The scope items listed above are assumed to be performed in addition to the scope items included in Tasks C1 and C2 of the same phase*

Deliverables:

- *90% Comment Response Memo (pdf)*
- *Copies of ITR/QC report will be available upon request*
- *Construction Package 1 Final PS&E for advertisement (pdf and 1 full-size, unbound copy)*
- *AutoCAD design files for City's records*

Phase 45 – Bidding

Task C3 – Civil Design – Const. Package 1

The following activities will be performed to support City of Sumner Staff during the bidding and contract award of the Kincaid Ave and Cherry Ave portion of the Construction Package 1 design described in Phase 10 of this Scope:

1. Respond to one bidder requests for information (RFIs).
2. Prepare up to one bid addendum in response to bidder questions.

Meetings:

- *See the meetings assumed for Phase 45 Tasks C1 and C2*

Assumptions:

- *Duration of bidding phase will be three weeks from bid advertisement, as shown on the project schedule.*

- *The scope items listed above are assumed to be performed in addition to the scope items included in Tasks C1 and C2 of the same phase.*

Deliverables:

- *Bid RFI Responses (pdf)*
- *Bid Addendum (pdf)*
- *See the deliverables assumed for Phase 45 Tasks C1 and C2*

Phase 80 – Management Reserve

Task C2 – Management Reserve

A total of \$18,000 has been included in the fee estimate for this project to accommodate unforeseen project changes or additional design effort not included in this Scope of Services. At the time additional services are required, BCRA will provide a detailed scope of work and fee estimate. BCRA will not proceed with the work until the City of Sumner has authorized the work and issued a notice to proceed.

PROJECT ASSUMPTIONS

1. Refer to the project assumptions for the Alder and Kincaid Utilities Improvements (19099.00.01) scope of work.

FEES

BCRA will bill for services on a monthly basis in accordance with the City of Sumner's Consultant Services Contract. Reimbursable expenses will be billed at actual cost incurred plus 10%. Hourly rates will increase \$5/hour each year beginning January 1, 2022.

Phase	Task	Fee
01 – Project Management	C2 – Project Management	\$6,600
02 – Survey	XS2 – Survey	\$23,650
10 – Main Street Visioning Concept	C1 – Civil Design	\$35,310
	L1 – Landscape Architecture	\$19,770
30 – 90% Design	C2 – Civil Design	\$56,595
	L1 – Landscape Architecture	\$22,785
40 – Final PS&E	C3 – Civil Design – Const. Package 1	\$13,275
	L1 – Landscape Architecture – Const. Package 1	\$5,890
45 - Bidding	C3 – Civil Design – Const. Package 1	\$3,255
80 – Management Reserve	C2 – Management Reserve	\$18,000
90 – Reimbursable Exp.		\$500
Total		\$205,630

CLOSING

Thank you for the opportunity to provide engineering support as you work to improve the pedestrian and vehicular experience within the Town Center and improve the community asset that is Heritage Park for the residents of the City of Sumner.

Sincerely,



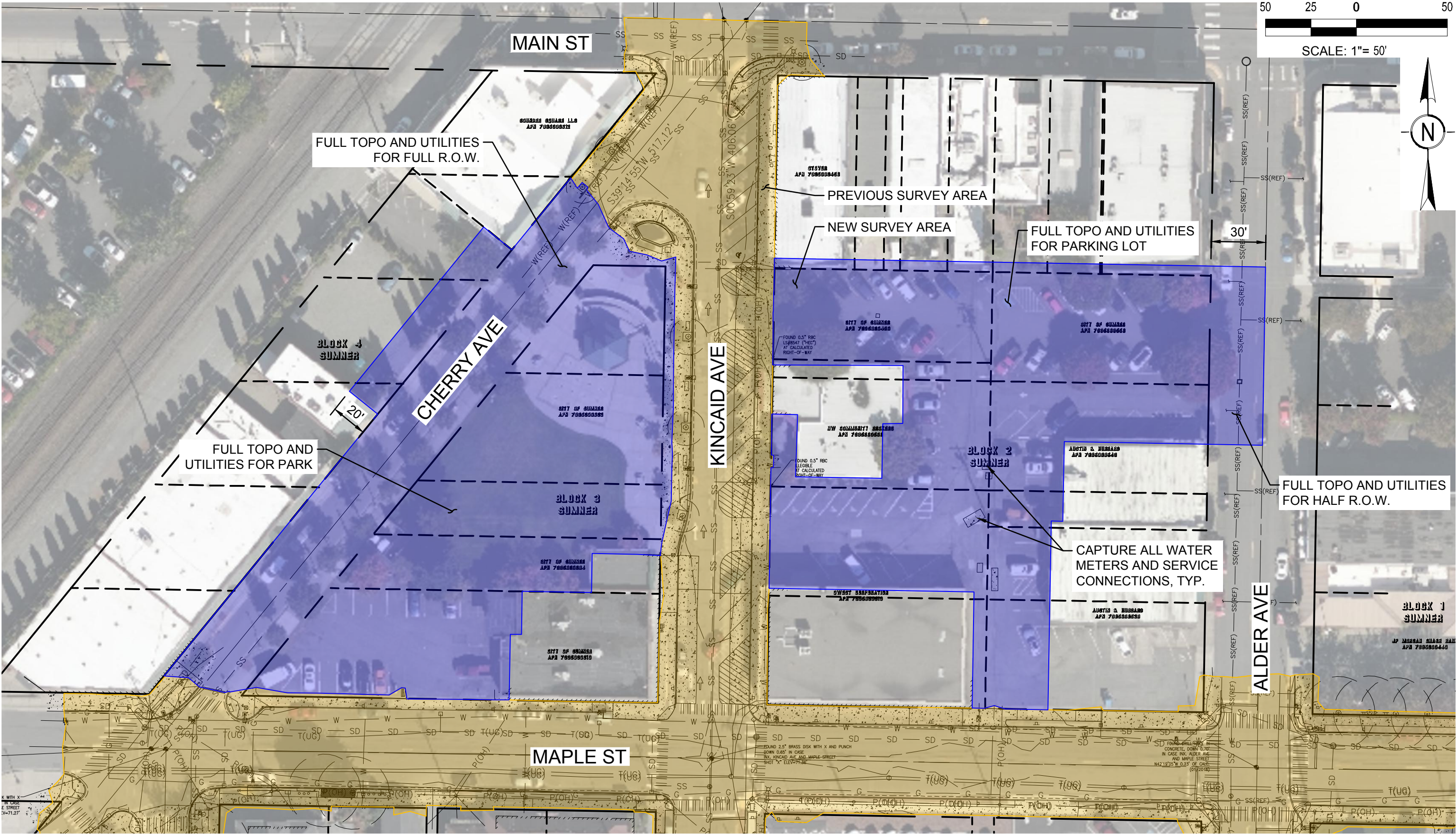
Andrew Cirillo, PE
Associate, Civil Engineer



Ben Dort, PE
Associate Principal, Civil Engineer

ALDER AND KINCAID UTILITY IMPROVEMENTS

SURVEY EXHIBIT



SUBJECT: PSE Energy Conservation Grant Agreement - Lighting

CATEGORY: Consent

BUDGET IMPACT:

Expenditure Required: None

Within Budget Allocation: N/A

ATTACHMENTS:

1. Grant Agreement

STAFF CONTACT: Jason Van Gilder, Associate City Engineer

SUMMARY BACKGROUND:

The City's Wastewater Treatment Facility has been participating in an energy savings program sponsored by Puget Sound Energy.

This program has identified PSE grant funding available to implement energy conservation measures. This agreement would accept a grant of \$7,644.00 to be used to replace inefficient lighting throughout the facility.

COUNCIL COMMITTEE/STUDY SESSION: Public Works Committee

MEETING/STUDY SESSION DATE: 8/3/2021

COMMITTEE RECOMMENDATION: Do-Pass

STAFF RECOMMENDATIONS/MOTION:

A motion to authorize the Mayor or his designee to execute an agreement with Puget Sound Energy to accept up to \$7,644.00 in grant funds for use in the installation or implementation of conservation measures at the City's Wastewater Treatment Facility.

CONSERVATION GRANT AGREEMENT

This AGREEMENT is made this 27th day of January, 2021, by and between **PUGET SOUND ENERGY** (“PSE”) and **CITY OF SUMNER** (“Participant”).

RECITALS

- A. Under PSE’s Electric Schedule 83 and Gas Schedule 183, as currently in effect and on file with the Washington Utilities and Transportation Commission (collectively, “Tariffs”), PSE offers grants for certain conservation measures installed or implemented at facilities that receive electric or natural gas service from PSE.
- B. Participant intends to install or implement conservation measures and is requesting a grant from PSE.

AGREEMENTS

PSE and Participant agree as follows:

1. **PROJECT PREMISES/METER LOCATION ADDRESS: 13114 63RD ST E EQU3 SUMNER WA 98390 - SUMNER WWTP ISEM PROJECT** (Please note: meter location/address may differ from the site mailing address). Participant will install or implement the conservation measures listed in paragraph 2 (“Conservation Measures”) at the above located facilities (the “Premises”). Participant represents either (a) that it is the owner or otherwise has the lawful authority to make the statements herein on behalf of the owner of the Premises, or (b) that it is the lawful tenant of the Premises and that it has obtained written authorization from the owner of the Premises.
2. **Conservation Measures.** Participant represents that it will purchase equipment or materials or has entered or will enter into an agreement with one or more contractors (the “Contractor”) for the purchase and installation or implementation at the Premises of the Conservation Measures which may be detailed in **Attachment C: Attachment to Conservation Grant**, at the following costs:

	Conservation Measures	Measure Life	Total Cost	Eligible Grant
1.	ISEM - Milestone Incentive 1	0	\$1,000.00	\$1,000.00
2.	ISEM - Milestone Incentive 2	0	\$1,000.00	\$1,000.00
3.	ISEM - Performance Incentive - Year 1	3	\$7,821.00	\$7,821.00
4.	ISEM - Performance Incentive - Year 2	3	\$4,432.00	\$4,432.00
5.	ISEM - Performance Incentive - Year 3	3	\$3,989.00	\$3,989.00

	TOTAL (includes sales tax)		\$18,242.00	\$18,242.00
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Participant represents that the total cost of the Conservation Measures is the net amount of its obligation with respect thereto.

3. **Grant.** Upon the execution by both parties and PSE's receipt of this Conservation Grant Agreement within **90 days** of the agreement date, PSE agrees to grant the Participant, after installation by Participant of the Conservation Measures, an amount equal to the Eligible Conservation Grant ("the Grant") set forth in Attachment C. The parties agree that the Conservation Measures must be installed and the Grant paid within **36 months** of the signing of this Conservation Grant Agreement. If for any reason the installed cost of the Conservation Measures is less than the amount shown above and on Attachment C, PSE may decrease pro rata the amount of the Grant. Participant shall be responsible for paying any amount in excess of the amount of the Grant.
4. **Separate Contract.** Participant acknowledges and agrees that PSE is not, and shall not be deemed to be, a party to any purchase or installation contract relating to Conservation Measures, which shall be installed pursuant to a contract between Participant and its Contractor(s). Participant expressly acknowledges that PSE's involvement with respect to any aspect of the Conservation Measures is limited to the furnishing of the Grant. **PSE HAS NOT MADE AND DOES NOT MAKE (AND PARTICIPANT ACKNOWLEDGES THAT PSE DOES NOT MAKE) ANY IMPLIED OR EXPRESS WARRANTY (INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS) REPRESENTATION, OR PROMISE WITH RESPECT TO EITHER (A) THE CONSERVATION MEASURES, (B) ANY MATERIALS AND LABOR REQUIRED FOR OR USED IN THE INSTALLATION OF THE CONSERVATION MEASURES, OR (C) THE INSTALLATION OF THE CONSERVATION MEASURES.**
5. **Final Cost Documentation, Access & Inspection:** Participant agrees to promptly provide PSE, upon request, and for a period no shorter than the longest applicable measure life: (1) documentation verifying equipment purchased and/or work performed in connection with the Conservation Measures installed; (2) reasonable access to and inspection of the Facility and Conservation Measures installed therein before, during and/or after implementation; and (3) reasonable access to, inspection and use of energy usage data related to the Conservation Measures including release of utility bills and Facility energy consumption information following implementation.
6. **Release.** Participant releases PSE from any and all claims, losses, harm, costs, liabilities, damages and expenses directly or indirectly resulting from or in connection with (a) the Conservation Measures, (b) any materials and labor required for or used in the installation of the Conservation Measures, (c) the installation of the Conservation Measures, or (d) the identification, handling and disposal of any associated hazardous waste materials.
7. **Disclaimer.** PSE conducts energy analyses at the request of its customers to determine the extent to which conservation measures are cost-effective. Any estimate of energy savings made by PSE in connection with any such analyses is solely for the purpose of determining the cost-effectiveness of the particular conservation measures and not to be used for any other purpose. PSE has not and does not make any promise, warranty or representation with respect to any savings in energy consumption from Conservation Measures.
8. **Termination.** In the event a Participant's contribution to PSE's recovery of energy efficiency program costs is affected by all or a portion of Participant's electric and/or gas delivery service being provided by a party other than PSE, then Participant shall refund to PSE an amount equal to the ratio of the unused Measure Life of the measure(s) to the total Measure Life of such Conservation Measure(s) multiplied by the dollar amount of the Grant with respect to such Conservation Measure(s).
9. **Incorporation of tariffs by reference.** This Agreement and the *Attachment To Conservation Grant* are subject to the terms of the Tariffs, incorporated herein by reference. Specific terms and conditions from one or more conservation schedules from similar filed tariffs may also apply, as determined by PSE at its sole discretion, based on various criteria. A complete list of conservation schedules is available at:

https://www.pse.com/-/media/Project/PSE/Portal/Rate-documents/Electric/elec_sch_250.pdf



Conservation Program:

Agreement No.:

Project No.:

IEM

2

P_1082379

https://www.pse.com/-/media/Project/PSE/Portal/Rate-documents/Gas/gas_sch_250.pdf

10. **Entire Agreement.** This Agreement and its attachments set forth the entire agreement between the parties and supersede any and all prior agreements with respect to the Conservation Measures. No change, amendment or modification of any provision of this Agreement shall be valid unless set forth in writing and signed by both parties.

PUGET SOUND ENERGY

PARTICIPANT

CITY OF SUMNER

By: Corey Corbett

By: _____

Name: Corey Corbett

Print Name: _____

Title: Mgr. Business Energy Management

Title: _____

Federal Tax I.D. No.: _____

ATTACHMENT C TO CONSERVATION GRANT

This is a grant revision and supersedes all previously issued grant agreements under this project number.

Conservation Measure(s) shall consist of the following:

PSE's Strategic Energy Management (SEM) Program provides hands-on energy management training, tools, and coaching, building on the work of the Industrial Systems Optimization Program. Enrolled participants will engage in a 40-month long continuous improvement process for energy management at their facilities. This period will comprise a six month ramp-up and training period followed by three performance years. ISEM Program Participation will involve the following process steps:

- Organizational commitment to Strategic Energy Management.
- Conducting a management assessment of current energy management practices.
- Establishing an energy policy, with a goal and assigned accountabilities.
- Assigning an Energy Champion and establishing an energy team.
- Supporting the implementation and documentation of cost-effective (as defined by Participant) energy efficiency activities and projects.
- Establishing and supporting a tracking system of energy use data, establishing a baseline, and tracking energy savings.
- Participation in the six SEM training seminars
- Participation in a site-wide Kaizen event to identifying process improvements and savings opportunities with assistance from PSE and its contractors.
- Establishment of new practices and procedures documented in Standard Operating Procedures (SOPs) and implemented by site staff to achieve energy savings.

The above specifications are solely for the purpose of defining energy-related components of Conservation Measure(s) for which the Grant is offered. Puget Sound Energy is not responsible for ensuring the health, safety, comfort, or well-being of workers or facility occupants or the suitability of equipment selected for the intended application. It is the responsibility of the grant Participant and the Participant's hired designers, contractors, consultants to ensure compliance of the Conservation Measure(s) with Participant's needs and all applicable codes and standards.

The following shall be submitted by Participant prior to Grant payment:

- ☒ Completed Request for Taxpayer I.D. Number ("W-9").
- ☒ Copies of invoicing (no purchase orders, quotes, or estimates) for all expenses, including but not limited to equipment, materials, and labor associated with installation of Conservation Measure(s).
- ☐ Other (specify):

ATTACHMENT C TO CONSERVATION GRANT

This is a grant revision and supersedes all previously issued grant agreements under this project number.

Conservation Measure(s) shall be verified as follows prior to Grant payment:

Twelve months of performance year data will be used to estimate energy savings for each performance year. A baseline regression analysis model of site energy consumption will be used to forecast energy consumption and savings will be the difference observed minus any savings associated with coincident capital projects.

If intended energy savings are not being achieved by Conservation Measure(s) because specified equipment efficiency parameters or performance parameters defined above are not used, Participant shall be required to correct such deficiencies prior to Grant payment. Failure to comply with specified equipment efficiency or performance parameters may result in forfeiture or reduction of Grant payment.

Appendix 1: Energy Team Roles and Responsibilities

Dear Executive Sponsor,

Welcome to Puget Sound Energy's (PSE) Strategic Energy Management (SEM) Program. The SEM program builds on the work of PSE's Industrial System Optimization Program (ISOP) that your facility participated in previously and achieved significant energy savings. Enrolled participants will engage in a 40-month process to implement a continuous improvement process for energy management at their facilities. The available services and benefits include:

- Energy management training and education for your staff, including peer-to-peer learning at workshops with energy teams from other industrial facilities
- Tools, templates, and other resources to implement strategic energy management
- Coaching and mentoring at the Executive Sponsor, Energy Champion, and energy team levels
- Technical assistance to help your staff understand and use energy information to tune operations, track improvements, and quantify energy savings
- Financial incentives for energy-savings resulting from your improved energy management practices (\$0.02 times verified kWh saved, up to \$25,000 per performance year), plus \$2,000 in additional incentives for achieving specified milestones related to the SEM engagement. Total incentives are capped at \$77,000.

Thank you for taking on the role of Executive Sponsor. This key contributor is a manager at the corporate and/or facility level who oversees the energy team, establishes high-level goals, and approves resources and funding for energy efficiency projects. The Executive Sponsor is a driving force behind engaging all employees in the Strategic Energy Management process. Visible executive support is often a key factor that determines the success of energy management initiatives. **The expected time commitment for this role is approximately 1 hour per month over the 40 month engagement period.** Specific responsibilities of this role include:

- Checking in on energy team activities and progress on a regular basis
- Providing adequate budget for energy projects
- Supporting resource allocation efforts to facilitate project implementation
- Giving recognition for employee contributions
- Reviewing performance and providing feedback for energy team members
- Supporting and championing cost-effective capital projects

By signing below, you agree to take on the role of Executive Sponsor and fulfill the responsibilities listed above:

Name:	
Title:	
Phone Number:	
Email Address:	
Signature:	

Dear Energy Champion,

Welcome to Puget Sound Energy's (PSE) Strategic Energy Management (SEM) Program. The SEM program builds on the work of PSE's Industrial System Optimization Program (ISOP) that your facility participated in previously and achieved significant energy savings. Enrolled participants will engage in a 48-month process to implement a continuous improvement process for energy management at their facilities. The available services and benefits include:

- Energy management training and education for your staff, including peer to peer learning at workshops with energy teams from other industrial facilities
- Tools, templates, and other resources to implement strategic energy management
- Coaching and mentoring at the Executive Sponsor, Energy Champion, and energy team levels
- Technical assistance to help your staff understand and use energy information to tune operations, track improvements, and quantify energy savings
- Financial incentives for energy-savings resulting from your improved energy management practices (\$0.02 times verified kWh saved, up to \$25,000 per performance year), plus \$2,000 in additional incentives for achieving specified milestones related to the SEM engagement. Total incentives are capped at \$77,000.

Thank you for taking on the role of Energy Champion. This key contributor is responsible for keeping the energy team on track and moving forward. The Energy Champion coordinates meetings, sets agendas, delegates essential tasks to team members and holds them accountable for implementing those tasks. He/she is a key point of contact for non-energy team employee discussions of energy-related ideas and topics. **The expected time commitment for this role is 6-8 hours per month over the 40 month engagement period, plus attendance at six workshops.** Other responsibilities may include:

- Leading program reporting for the site
- Heading up employee engagement activities
- Investigating facility energy rates and utility incentives. Act as the primary utility liaison
- Monitoring facility energy use and addressing increases in energy consumption
- Disseminating energy best practices through standard operating procedures
- Prioritizing and collecting information on potential energy projects
- Overseeing the execution of all action items
- Working with local vendors to implement recommended changes

By signing below, you agree to take on the role of Energy Champion and fulfill the responsibilities listed above:

Name:	
Title:	
Phone Number:	
Email Address:	
Signature:	

Dear Data Master,

Welcome to Puget Sound Energy's (PSE) Strategic Energy Management (SEM). The SEM program builds on the work of PSE's Industrial System Optimization Program (ISOP) that your facility participated in previously and achieved significant energy savings. Enrolled participants will engage in a 40-month process to implement a continuous improvement process for energy management at their facilities. The available services and benefits include:

- Energy management training and education for your staff, including peer to peer learning at workshops with energy teams from other industrial facilities
- Tools, templates, and other resources to implement strategic energy management
- Coaching and mentoring at the Executive Sponsor, Energy Champion, and energy team levels
- Technical assistance to help your staff understand and use energy information to tune operations, track improvements, and quantify energy savings
- Financial incentives for energy-savings resulting from your improved energy management practices (\$0.02 times verified kWh saved, up to \$25,000 per performance year), plus \$2,000 in additional incentives for achieving specified milestones related to the SEM engagement. Total incentives are capped at \$77,000.

Thank you for taking on the role of Data Master. The Data Master understands the data needed to track energy performance, and knows how to obtain it. This individual should be someone with knowledge of monitoring equipment and production tracking systems (enterprise, production, historian, or labor hour tracking software). The Data Master is responsible for supplying the energy team and/or the SEM coach with relevant data (energy, production, etc.) used to analyze energy performance and progress toward goals. In some cases, the Data Master assists other team members in establishing, monitoring and reporting data at the process and/or equipment level for various systems. **The expected time commitment for this role is 1 hour per month over the 40 month enrollment period.**

By signing below, you agree to take on the role of Data Master and fulfill the responsibilities described above:

Name:	
Title:	
Phone Number:	
Email Address:	
Signature:	

Appendix 2: Preliminary Program Outline

	- May	June-July	August	September	October	November	Perf. Year 1	Perf. Year 2	Perf. Year 3
Workshops	Workshop 1	Workshop 2	Workshop 3	Workshop 4	Workshop 5	Workshop 6			
	Establishing an SEM Program	Saving Energy	Tracking Energy Performance	Baseline Model Development	Engaging Employees	Making SEM Stick			
PSE Activities	Site energy & activity monitoring	Site energy & activity monitoring	Site energy & activity monitoring	Site energy & activity monitoring	Site energy & activity monitoring	Site energy & activity monitoring	Site energy & activity monitoring	Site energy & activity monitoring	Site energy & activity monitoring
	Monthly Check-in Calls	Monthly Check-in Calls	Monthly Check-in Calls	Monthly Check-in Calls	Monthly Check-in Calls	Monthly Check-in Calls	Monthly Check-in Calls	Monthly Check-in Calls	Monthly Check-in Calls
PSE Responsibilities	Create Energy Models	Prepare for Kaizen event			Facilitate EMA		Update Energy Models	Update Energy Models	Update Energy Models
	Provide cohort templates				Support EE activites		Verify Energy Savings	Verify Energy Savings	Verify Energy Savings
	Provide e-team toolkits						Pay Incentives	Pay Incentives	Pay Incentives
Cohort Activities		Supply model data	Supply model data	Supply model data	Supply model data	Supply model data	Supply model data	Supply model data	Supply model data
		Update action items	Update action items	Update action items	Update action items	Update action items	Update action items	Update action items	Update action items
		Hold e-team meeting	Hold e-team meeting	Hold e-team meeting	Hold e-team meeting	Hold e-team meeting	Hold monthly e-team meetings	Hold monthly e-team meetings	Hold monthly e-team meetings
Cohort Responsibilities	Provide new model data	Hold Kaizen event			Complete 5 energy-savings action items		Pursue energy-saving action items	Pursue energy-saving action items	Pursue energy-saving action items
	Develop energy policy				Hold EMA session		Identify new opportunities	Identify new opportunities	Identify new opportunities
	Set up energy team				Implement employee engagement activities		Support & maintain e-team	Support & maintain e-team	Support & maintain e-team
	Develop e-team's meeting agenda & schedule								
Milestones & Incentives	\$1,000				\$1,000		\$0.02/kWh up to \$25,000	\$0.02/kWh up to \$25,000	\$0.02/kWh up to \$25,000

SUBJECT: Sumner Tapps Highway Resurfacing- Consultant Supplement

CATEGORY: Consent

BUDGET IMPACT:

Expenditure Required: +\$7,498.32

Within Budget Allocation: Yes

ATTACHMENTS:

1. Supplement with Scope and Fee
-

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

SUMMARY BACKGROUND:

The Sumner-Tapps Highway Guardrail and Resurfacing project consists of resurfacing Sumner-Tapps Highway with an asphalt overlay and replacing obsolete and end-of-life guardrail to meet current design standards. The guardrail and resurfacing projects are both primarily funded by federal grants.

The purpose of this supplement is to expand the consultant's scope to include Construction Management Services for the resurfacing portion of the project.

This supplement increases Century West Engineering's previous consultant agreement to add funds for unanticipated construction management additional work. This includes a construction schedule that was extended due to weather, unanticipated nighttime inspections, and additional coordination with Pierce County. Funds associated with the supplement are eligible to be reimbursed by the federal grant at a rate of 86.5%. No further supplements are expected to this consultant agreement related to the resurfacing project, but it is likely one more supplement will be required when the guardrail portion of the project goes to construction.

COUNCIL COMMITTEE/STUDY SESSION: Public Works Committee

MEETING/STUDY SESSION DATE: 8/3/2021

COMMITTEE RECOMMENDATION: Do-Pass

STAFF RECOMMENDATIONS/MOTION:

A motion approving a supplement to Century West's Consultant Services Contract for the Sumner-Tapps Resurfacing and Guardrail Upgrade Project (CIP 19-01), increasing the contract amount by \$7,498.32 to a total authorized amount not-to-exceed \$235,765.10, 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.



**Washington State
Department of Transportation**

Supplemental Agreement Number <u>5</u>		Organization and Address Century West Engineering Corporation 33308 13th Place S., Ste 2 Federal Way, WA 98003 Phone: 253-838-2507	
Original Agreement Number 35018.001.01			
Project Number STPUL-3109(001) and STPUL-3109(002)	Execution Date	Completion Date 12/31/2021	
Project Title Sumner-Tapps Highway Guardrail and Resurfacing	New Maximum Amount Payable \$ 235,765.10		
Description of Work Century West Engineering Corporation will provide engineering design services as described in this Scope of Services, to the City of Sumner for the production of Plans, Specifications, and Engineer's Estimate (PS&E) for up to three potential construction projects on the Sumner-Lake Tapps Highway consisting of guardrail installation and pavement resurfacing. The southern limit for these projects is a point between 64th St. East and 60th Street East (exact location to be coordinated with the SR 410 Interchange planning effort). The northern limit will be the City boundary at 43rd Street East.			

The Local Agency of City of Sumner

desires to supplement the agreement entered in to with Century West Engineering Corporation

and executed on 1/7/2020 and identified as Agreement No. 35018.001.01

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:

See attached Additional Construction Management Services Scope of Work, Exhibit A-2

II

Section IV, TIME FOR BEGINNING AND COMPLETION, is amended to change the number of calendar days for completion of the work to read: N/A

III

Section V, PAYMENT, shall be amended as follows:

See Attached Consultant Fee Estimate for revised fee schedule, Exhibit B.

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: Matt MacRostie, Vice President

By: _____

Consultant Signature

Approving Authority Signature

Date

Exhibit "A"
Summary of Payments

	After Supplement #4	Supplement #5	Total
Direct Salary Cost	\$ 57,157.54	\$2,480.42	\$ 59,637.96
Overhead (Including Payroll Additives)	\$ 98,533.70	\$4,273.77	\$ 102,807.47
Direct Non-Salary Costs	\$ 55,428.78	\$0.00	\$ 55,428.78
Fixed Fee	\$ 17,146.75	\$744.13	\$ 17,890.88
Total	\$ 228,266.78	\$7,498.32	\$ 235,765.10

**EXHIBIT A-2
CITY OF SUMNER
SUMNER TAPPS HIGHWAY RESURFACING PROJECT**

**CONTRACT AMENDMENT FOR ADDITIONAL CONSTRUCTION MANAGEMENT SERVICES
SCOPE OF WORK**

The Consultant shall provide the following services during the construction of the Sumner Tapps Highway Resurfacing Project (Project). Century West is requesting additional budget to complete the following tasks due to additional work associated with said tasks in the original Construction Management contract:

8.2 Construction Contract Administration:

Ten working days were originally budgeted for Century West's Construction Manager to perform Contract Administration, which was found to be inadequate to complete the task as scoped. Additional work is noted in **bold**:

- a. The Consultant shall provide construction contract administration assistance, including review of material submittals and other documentation as required.
 - i. **Additional time required to review three re-submittals of the Contractor's traffic control plan.**
- b. The Consultant shall provide technical interpretations and clarifications of the design as necessary.
 - i. **Additional time required to prepare pavement striping plan revisions based on Pierce County comments.**
- c. The Consultant shall prepare preconstruction meeting agenda, lead the pre-construction meeting and attend and lead weekly construction progress meetings as necessary.
 - i. **Additional time required to coordinate pre-construction tasks during construction delay period (three-week delay).**

8.3 Construction Observation & Materials Testing:

- a. Consultant shall provide an on-site representative to observe the Construction activities for the Project. This representative will be on-site to monitor the Contractor's work for general conformance with the Plans and Specifications, document the in-place materials and quantities, and serve as a daily representative of the City.
 - ii. **Additional time required for pre-inspection/construction field visits for the purpose of field measuring of pavement repair areas.**
- b. Inspection will be provided full-time. It is assumed that the work will be completed within the specified contract time of 25 days. Inspection for the night work that includes milling and placement of asphalt, is planned to occur between 8:00 PM and 5:00 AM.
 - i. **Two inspectors required on several construction days appropriately observe work being performed. Additional inspection time not originally budgeted.**
- c. The Consultant shall prepare daily construction diaries generally describing construction activities and progress.
 - i. **When two inspectors were required, additional time was required to document construction activities and progress.**
- f. Consultant shall provide laboratory and field services to perform asphalt coring services for the purposes of quality assurance testing of asphalt constructed on May 12, 2021.

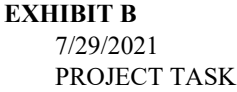
Documents to be Furnished by the Consultant:
Asphalt Quality Assurance Test Report.

8.4 Final Construction Review:

- a. Consultant shall prepare a punchlist of deficient work items on the project and conduct a final inspection of the work.
 - i. **Additional coordination time required to assist in the closeout of the construction punchlist.**

ASSUMPTIONS

1. There are no additional fees for Task 8.3.f. Coring services described above introduce new and additional pay items for the materials testing subconsultant to perform the work. This no-cost supplemental agreement only defines the new pay items and associated unit costs required for payment. The roadway coring testing replaces other planned testing work, resulting in a no net cost impact



CLIENT: City of Sumner
JOB NUMBER: 35018.001.01

MM	GC	RW	JF	MAO	EN	KH	RS	KL
`(163)	`(102)	`(102)	`(104)	`(106)	`(123)	(123)	(118)	(117)
Vice	SR PROJ	SR PROJ	SR PROJ	Sr. Staff	STAFF	STAFF	PROJ COOR	PROJ COOR

[illegible]



New pay items or pay items with modified rate are highlighted below in yellow.

Date: May 28, 2021

Client Name: **Century West Engineering**

Address: **33308 13th Place S, Suite 2, Federal Way, WA 98003**

Email: **gchauinard@centurywest.com**

Architect:

Project Name / Location: **Sumner Tapps Highway Resurfacing Project - Asphalt Coring, Sumner, WA**

Contact: **Glenn Chauinard**

Phone: **(425) 241-1567**

Fax:

Based on Plans Dated:

Materials Testing & Consulting, Inc. (MTC) thanks you for the opportunity, and respectfully submits the following proposal to provide materials testing and special inspection services during construction of the above-referenced project.

Combined with our past experience with projects of similar size and scope, we estimate the total cost of our services for this project to be:

Special & Construction Inspection					
Item		Unit	Quantity	Rate	Total
IPD-A - Asphalt Paving		Hour	8	\$ 72.00	\$ 576.00
COA - Coring of Asphalt		Hour	45	\$ 120.00	\$ 5,400.00
COREB - Core Bit Wear Charge		Inch	40	\$ 3.50	\$ 140.00
SAMPU - Sample Pickup if Required (Allowance)		Hour	2	\$ 72.00	\$ 144.00
Subtotal - Special & Construction Inspection:					\$ 6,260.00
Laboratory Testing					
Item		Unit	Quantity	Rate	Total
CORESP - Specific Gravity of Cores		Each	40	\$ 60.00	\$ 2,400.00
PROC - Moisture Density Relationship/Proctor with Sieve		Each	1	\$ 295.00	\$ 295.00
SE - Sand Equivalent		Each	2	\$ 90.00	\$ 180.00
FRAC - Fracture Percentage		Each	2	\$ 60.00	\$ 120.00
UVC - Uncompacted Void Content		Each	1	\$ 110.00	\$ 110.00
EXT - Asphalt Extraction with Gradation		Each	1	\$ 275.00	\$ 275.00
RICE - Rice Density		Each	1	\$ 95.00	\$ 95.00
Subtotal - Special & Construction Inspection:					\$ 3,475.00
Project Management & Consulting Services					
Item		Unit	Quantity	Rate	Total
PM - Project Manager		Hour	2	\$ 85.00	\$ 170.00
Subtotal - Project Management & Consulting Services:					\$ 170.00
Budget Estimate for Services - Total:					\$ 9,905.00

- Prices are subject to change if this agreement is not executed within 90 days from the date of the bid.
- All services will be provided on a time and materials basis. The total is an estimate and the actual construction cost will be based on the project schedule and sequencing. The estimate is not a guaranteed price. A four hour minimum charge applies to all work performed, billing is also based on a portal to portal basis. A premium rate of 1.5 times the regular rate will be charge for overtime and 2 times the regular charge for Sunday's and holidays.
- MTC will utilize the laboratory based closest to the project site. MTC offers additional services upon request which will be billed at our regular fee schedule. Acceptance of this proposal will constitute agreement to MTC standard general terms and conditions.
- Invoices are due and payable upon receipt. Any invoice not paid within thirty (30) days of the date rendered may be assessed a finance charge of one-and-one-half (1½%) percent per month, for each month beyond thirty (30) days past due. Invoices not paid within sixty (60) days of the date rendered may result in MTC stopping work until such invoices are paid in full. Invoices not paid within ninety (90) days of the date rendered may be referred to an independent company for collection. Client will be responsible for all expenses incurred by MTC for the collection of any unpaid invoice(s), including collection fees, actual attorneys' fees, and costs for legal counsel as stated in RCW 19.16.250.21. Furthermore, Client acknowledges that MTC may elect to withhold a Final Letter of Compliance for the project, and/or place a lien on any real property until all outstanding invoices and/or fees have been paid in full.
- In closing, our experienced inspection staff will ensure the highest level of quality is brought to your project. We believe that our local staff and vast experience on projects of similar size and scope make MTC the clear team member of choice for this project. We look forward to working with you.

Respectfully Submitted,

Shareece Edmondson, Business Development
(360) 755-1990 ext 1201

Client Authorized Signature

Printed Name & Title

Date

SUBJECT: Resolution 1589 Pollution Prevention Assistant (PPA) Partnership -
Interagency Agreement Authorization

CATEGORY: Consent

BUDGET IMPACT:

Expenditure Required: None

Within Budget Allocation: N/A

ATTACHMENTS:

1. Interagency Agreement
2. Contract Table Worksheet
3. Resolution 1589 Pollution Prevention Assistance Program ILA
- 4.

STAFF CONTACT: Robert Wright, Environmental & Sustainability Specialist

SUMMARY BACKGROUND:

The City has participated as a partner in the Department of Ecology's statewide "Pollution Prevention Assistance Program" since 2011. During this time, we've provided 430 visits to assist businesses on the proper management of hazardous waste. This contract will provide funding for the City to continue this work and complete another 88 visits between July 2021 and June 2023. The total agreement amount is \$80,325.00.

COUNCIL COMMITTEE/STUDY SESSION: Public Works Committee

MEETING/STUDY SESSION DATE: 8/3/2021

COMMITTEE RECOMMENDATION: Do-Pass

STAFF RECOMMENDATIONS/MOTION:

A motion to adopt Resolution No.: 1589 authorizing the Mayor to enter into an interagency agreement between the City of Sumner and the Washington State Department of Ecology, related to the Pollution Prevention Assistance Program, in a form as approved by the City Attorney.



IAA No. (will be assigned by Contracts Unit)

INTERAGENCY AGREEMENT (IAA)

BETWEEN

THE STATE OF WASHINGTON, DEPARTMENT OF ECOLOGY

AND

THIS INTERAGENCY AGREEMENT (“Agreement” or “IAA”) is made and entered into by and between the state of Washington, Department of Ecology, hereinafter referred to as “ECOLOGY,” and the hereinafter referred to as the “ ” and “CONTRACTOR,” pursuant to the authority granted by Chapter 39.34 RCW.

THE PURPOSE OF THIS AGREEMENT is for the CONTRACTOR to provide Pollution Prevention Assistance (PPA) Specialists who will provide technical assistance and education outreach to small businesses in an effort to prevent pollution of waters of the state as part of the Pollution Prevention Assistance Partnership (formerly known as the Local Source Control (LSC) Partnership).

WHEREAS, ECOLOGY has legal authority (RCW 70A.214 and RCW 70A.300) and XXXX (other party) has legal authority (RCW XX.XX and/or WAC XXX.XXX, or local code) that allows each party to undertake the actions in this agreement.

THEREFORE, IT IS MUTUALLY AGREED THAT:

1) SCOPE OF WORK

The CONTRACTOR shall furnish the necessary personnel, equipment, material and/or service(s) and otherwise do all things necessary for or incidental to the performance of the work set forth in Appendix A, *Statement of Work*, and Appendix B, *Budget Detail*, attached hereto and incorporated herein.

2) PERIOD OF PERFORMANCE

The period of performance of this IAA will commence on **July 1, 2021**, and be completed by **June 30, 2023**, unless the Agreement is terminated sooner as provided herein. Amendments extending the period of performance, if any, shall be at the sole discretion of ECOLOGY.

3) COMPENSATION

Compensation for the work provided in accordance with this IAA has been established under the terms of RCW 39.34.130 and RCW 39.26.180(3). This is a performance-based agreement, under which payment is based on the successful completion of expected deliverables and compliance with all terms and conditions.

Compensation for this agreement will be released in two 1-year phases. Phase One is limited to 50 percent of the project budget and Phase Two can be up to the remaining percentage of the project budget. On or before August 15, 2022, ECOLOGY will evaluate available funding and the CONTRACTOR's performance and progress towards meeting contract deliverables and spending. To release the second year funding the CONTRACTOR, by June 30, 2022, must:

1. Complete a minimum of 40% of the total site visit deliverables, and
2. Utilize 40% of the total compensation award.

If performance obligations have been met and funding is available per ECOLOGY's determination, the full year 2 budget award will be considered available. Should the CONTRACTOR fail to make satisfactory progress or funding is limited, ECOLOGY will determine the appropriate additional funding to release for year 2 of the contract. ECOLOGY will consider various factors in determining year 2 funding including, but not limited to, available funding, performance to date, staff vacancies, time and costs spent on unique program elements, and potential circumstances beyond the CONTRACTOR's control.

The source of funds for this IAA is (provide name of fund source, e.g. Washington State Toxic Fund, federal funds (CFDA#)). Both parties agree to comply with all applicable rules and regulations associated with these funds.

The parties have determined that the cost of accomplishing the work identified herein will not exceed _____ dollars (\$_____), including any indirect charges. Payment for satisfactory performance of the work shall not exceed this amount unless the parties mutually agree via an amendment to a higher amount. Compensation for services shall be based on the terms and tasks set forth in Appendix A, *Statement of Work*. ECOLOGY will not make payment until it has reviewed and accepted the work.

Travel expenses (meals, lodging, and mileage) will be reimbursed according to current state rates at the time of travel, not to exceed the budget (see Appendix B, *Budget Detail*).

Purchase of source control tools or equipment (e.g. spill kits, plastic drum covers) and promotional items for distribution to businesses under this contract must be listed in *Goods and Services budget* or *Equipment budget* in Appendix B. Any purchases of equipment or goods and services over \$1,000.00 not specifically listed in Appendix B must be pre-approved by ECOLOGY. When the agreement expires, or when the equipment is no longer needed for the originally authorized purpose (whichever comes first) the disposition of equipment shall be at ECOLOGY's sole discretion.

Indirect rates will be paid as indicated in Appendix B, *Budget Detail*. Changes to the indirect rate may be considered by ECOLOGY. CONTRACTOR shall provide supporting documentation necessitating the change to ECOLOGY. ECOLOGY's approval will be communicated by e-mail. An increase in indirect rate does not increase the total contract award. Changes are handled by adjusting the budget between categories listed in Appendix B. Changes to the total budget cost of the contract shall require an amendment. The budget referenced in Appendix B may be adjusted between categories (with the exception of the voucher program budget category), with ECOLOGY's preapproval, and as long as the total budget is not exceeded.

State of Washington, Department of Ecology
IAA No.
Entity Name

ECOLOGY may, at its sole discretion, withhold payments claimed by the CONTRACTOR for services rendered, if the CONTRACTOR fails to satisfactorily comply with any term or condition of this Agreement.

4) BILLING AND PAYMENT PROCEDURE

Payment requests shall be submitted on state form, Invoice Voucher A19-1A. Invoice voucher shall reference the Agreement (IAA) number and clearly identify those items that relate to performance under this Agreement. Invoices shall describe and document to ECOLOGY's satisfaction a description of the work performed, the progress of the work, and related costs. Each invoice shall bill for actual hours worked during the quarter. The actual hours billed may be higher (as long as the total budget compensation award is not exceeded) or lower than the FTE estimate in Appendix A, *Statement of Work*. Attach supporting documentation to the invoice. See Appendix A, sections IV, V, and X for additional information (and section XI, Voucher Program if applicable).

Send invoices to:

State of Washington Department of Ecology Hazardous Waste & Toxics Reduction Program Attn: Elaine Snouwaert 4601 N. Monroe Street Spokane, WA 99205 Or Electronically submit invoices to Elaine Snouwaert at Elaine.Snouwaert@ecy.wa.gov
--

Payment requests will be submitted on a quarterly basis. Invoices must be submitted by the dates outlined in Appendix A, section X. Upon expiration of this Agreement, any claim for payment not already made shall be submitted to ECOLOGY within 30 days after the expiration date or the end of the fiscal year, whichever is earlier.

Payment will be made within thirty (30) days of submission of a properly completed invoice (form A19-1A) with supportive documentation. All expenses invoiced shall be supported with copies of invoices paid.

Payment will be issued through Washington State's Office of Financial Management's Statewide Payee Desk. To receive payment, CONTRACTOR must register as a statewide vendor by submitting a statewide vendor registration form and an IRS W-9 form at website, <https://ofm.wa.gov/it-systems/statewide-vendorpayee-services>. For questions about the vendor registration process, contact Statewide Payee Help Desk at (360) 407-8180 or email PayeeRegistration@ofm.wa.gov.

5) ALTERATIONS AND AMENDMENTS

This Agreement may be amended by mutual agreement of the parties. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind each of the parties.

6) ASSIGNMENT

The work to be provided under this Agreement, and any claim arising thereunder, is not assignable or delegable by either party in whole or in part, without the express prior written consent of the other party, which consent shall not be unreasonably withheld.

7) ASSURANCES

Parties to this Agreement agree that all activity pursuant to this agreement will be in accordance with all the applicable current federal, state, and local laws, rules, and regulations.

8) CONFORMANCE

If any provision of this Agreement violates any statute or rule of law of the state of Washington, it is considered modified to conform to that statute or rule of law.

9) DISPUTES

Parties to this Agreement shall employ every effort to resolve a dispute themselves without resorting to litigation. In the event that a dispute arises under this Agreement that cannot be resolved among the parties, it shall be determined by a Dispute Board in the following manner. Each party to this Agreement shall appoint one member to the Dispute Board. The members so appointed shall jointly appoint an additional member to the Dispute Board. The Dispute Board shall review the facts, agreement terms, and applicable statutes and rules, and then make a determination of the dispute. The determination of the Dispute Board shall be final and binding on the parties hereto, unless restricted by law. The cost of resolution will be borne by each party paying its own cost. As an alternative to this process, if state agencies, either of the parties may request intervention by the Governor, as provided by RCW 43.17.330, in which event the Governor's process will control. The parties may mutually agree to a different dispute resolution process.

10) FUNDING AVAILABILITY

ECOLOGY's ability to make payments is contingent on availability of funding. In the event funding from state, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date and prior to completion or expiration date of this Agreement, ECOLOGY, at its sole discretion, may elect to terminate the Agreement, in whole or part, for convenience or to renegotiate the Agreement subject to new funding limitations and conditions. ECOLOGY may also elect to suspend performance of the Agreement until ECOLOGY determines the funding insufficiency is resolved. ECOLOGY may exercise any of these options with no notification restrictions, although ECOLOGY will make a reasonable attempt to provide notice.

In the event of termination or suspension, ECOLOGY will reimburse eligible costs incurred by the CONTRACTOR through the effective date of termination or suspension. Reimbursed costs must be agreed to by ECOLOGY and the CONTRACTOR. In no event shall ECOLOGY's reimbursement exceed ECOLOGY's total responsibility under the agreement and any amendments.

11) GOVERNING LAW AND VENUE

This Agreement is entered into pursuant to and under the authority granted by the laws of the state of Washington and any applicable federal laws. The provisions of this Agreement shall be construed to conform to those laws. This Agreement shall be construed and interpreted in accordance with the laws of the state of Washington, and the venue of any action brought hereunder shall be the Superior Court for Thurston County.

12) INDEPENDENT CAPACITY

The employees or agents of each party who are engaged in the performance of this Agreement shall continue to be employees or agents of that party and shall not be considered for any purpose to be employees or agents of the other party.

13) ORDER OF PRECEDENCE

In the event of an inconsistency in the terms of this Agreement, or between its terms and any applicable statute or rule, the inconsistency shall be resolved by giving precedence in the following order:

- a. Applicable federal and state of Washington statutes, regulations, and rules.
- b. Mutually agreed upon written amendments to this Agreement.
- c. This Agreement, number .
- d. Appendix A, *Statement of Work*.
- e. Appendix B, *Budget Detail*.
- f. Appendix C, *Special Terms and Conditions*.
- g. Any other provisions or term of this Agreement, including materials incorporated by reference or otherwise incorporated.

14) RECORDS MAINTENANCE

The parties to this Agreement shall each maintain books, records, documents, and other evidence that sufficiently and properly reflect all direct and indirect costs expended by either party in the performance of the service(s) described herein. These materials shall be subject to inspection, review, or audit by personnel of both parties, other personnel duly authorized by either party, the Office of the State Auditor, and federal officials so authorized by law. All books, records, documents, and other materials relevant to this Agreement must be retained for six years after expiration of this Agreement. The Office of the State Auditor, federal auditors, and any persons duly authorized by the parties shall have full access and the right to examine any of these materials during this period. Each party will utilize reasonable security procedures and protections for all materials related to this Agreement. All materials are subject to state public disclosure laws.

15) RESPONSIBILITIES OF THE PARTIES

Each party of this Agreement hereby assumes responsibility for claims and/or damages to persons and/or property resulting from any act or omissions on the part of itself, its employees, its officers, and its agents. Neither party will be considered the agent of the other party to this Agreement.

16) RIGHTS IN DATA

Unless otherwise provided, data which originates from this Agreement shall be "work made for hire" as defined by the United States Copyright Act, Title 17 U.S.C. section 101 and shall be owned by state of Washington, ECOLOGY. Data shall include, but not be limited to, reports, documents, pamphlets, advertisements, books magazines, surveys, studies, computer programs, films, tapes, and/or sound reproductions. Ownership includes the right to copyright, patent, and register these items, and the ability to transfer these rights.

17) SEVERABILITY

If any provision of this Agreement or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this Agreement which can be given effect without the invalid provision, if such remainder conforms to the requirements of applicable law and the fundamental purpose of this Agreement, and to this end the provisions of this Agreement are declared to be severable.

18) SUBCONTRACTORS

CONTRACTOR agrees to take complete responsibility for all actions of any Subcontractor used under this Agreement for the performance. When federal funding is involved there will be additional contractor and subcontractor requirements and reporting.

Prior to performance, all subcontractors who will be performing services under this Agreement must be identified, including their name, the nature of services to be performed, address, telephone, WA State Department of Revenue Registration Tax number (UBI), federal tax identification number (TIN), and anticipated dollar value of each subcontract. Provide such information to ECOLOGY's Agreement manager.

19) SUSPENSION FOR CONVENIENCE

ECOLOGY may suspend this Agreement or any portion thereof for a temporary period by providing written notice to the CONTRACTOR a minimum of seven (7) calendar days before the suspension date. CONTRACTOR shall resume performance on the first business day following the suspension period unless another day is specified in writing by ECOLOGY prior to the expiration of the suspension period.

20) TERMINATION FOR CAUSE

If for any cause, either party does not fulfill in a timely and proper manner its obligations under this Agreement, or if either party violates any of these terms and conditions, the aggrieved party will give the other party written notice of such failure or violation. The responsible party will be given the opportunity to correct the violation or failure within fifteen (15) business days. If failure or violation is not corrected, this Agreement may be terminated immediately by written notice of the aggrieved party to the other.

21) TERMINATION FOR CONVENIENCE

Either party may terminate this Agreement without cause upon thirty (30) calendar day prior written notification to the other party. If this Agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.

22) WAIVER

A failure by either party to exercise its rights under this Agreement shall not preclude that party from subsequent exercise of such rights and shall not constitute a waiver of any other rights under this Agreement unless stated to be such in a written amendment to this Agreement signed by an authorized representative of the parties.

23) AGREEMENT MANAGEMENT

The representative for each of the parties shall be responsible for and shall be the contact person for all communications, notifications, and billings questions regarding the performance of this Agreement. The parties agree that if there is a change in representatives, they will promptly notify the other party in writing of such change, such changes do not need an amendment.

The ECOLOGY Representative is:	The CONTRACTOR Representative is:
Name: Elaine Snouwaert Address: 4601 N. Monroe Street Spokane, WA 99205 Phone: 509-329-3503 office 509-385-5169 cell Email: Elaine.Snouwaert@ecy.wa.gov	Name: Address: Phone: Email:

State of Washington, Department of Ecology
IAA No.
Entity Name

24) ALL WRITINGS CONTAINED HEREIN

This Agreement contains all the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the parties hereto.

The signatories to this Agreement represent that they have the authority to bind their respective organizations to this Agreement.

IN WITNESS WHEREOF, the parties below, having read this Agreement in its entirety, including all attachments, do agree in each and every particular as indicated by their signatures below.

**State of Washington
Department of Ecology**

(Contractor Name)

By: _____

Signature

Date

By: _____

Signature

Date

Print Name: _____

Print Name: _____

Title: _____

Title: _____

APPENDIX A
STATEMENT OF WORK
Contractor name

Section I. Introduction

This Statement of Work is for the 2021-2023 biennial Interagency Agreement (IAA) for the Pollution Prevention Assistance (PPA) Partnership, which is overseen by the Washington State Department of Ecology (ECOLOGY), Hazardous Waste and Toxics Reduction Program.

The mission of the Pollution Prevention Assistance Partnership is:

“We protect Washington’s residents and environment by helping small businesses reduce toxic chemical use, safely manage dangerous waste, and keep stormwater free of pollutants.”

The CONTRACTOR, through their Pollution Prevention Assistance (PPA) program, will conduct multimedia source control site visits and pollution prevention activities to businesses that are small quantity generators (SQGs) of dangerous waste. In this context an SQG is any business, non-profit, facility, school, or other organization that generates less than 220 pounds of dangerous waste per calendar month and less than 2.2 pounds of extremely hazardous waste per calendar year. The site visits, along with other pollution prevention activities conducted by the CONTRACTOR, will be designed to reduce or eliminate dangerous waste and other pollutants at the source through best management practices that prevent spills and discharges to ground, air, and water (especially to industrial wastewater and stormwater).

To further facilitate the reduction or elimination of toxic chemical use at the source, the CONTRACTOR will seek and discuss opportunities to assist businesses with switching processes, products, or equipment to use effective safer-alternatives. This program will be known as the “Product Replacement Program” or PRP.

The PPA work is expected to fall within these general proportions:	
Technical Assistance (TA) visits (approximately 10-15% of TA visits will involve PRP) (see Section III)	%
Unique Program Elements (see Section II)	%
Training (see Section VIII)	%
Other (admin, staff meetings, etc.)	%

The CONTRACTOR is expected to:

- Interact with other partners within the PPA Partnership to provide technical assistance and training, and share resources and experiences.
- Set up alerts to receive notifications when requests for information have been made on the PPA Partnership SharePoint Discussion Board.
- Ensure at least one staff member is available to provide timely information and feedback to ECOLOGY's PPA Coordinator and to attend mandatory meetings and trainings. Feedback on Partnership goals, direction, and projects will occasionally be requested via online surveys and email requests.
- Act in a professional and ethical manner, and shall avoid any conflict of interest that might influence the CONTRACTOR's actions or judgment.
- Disclose immediately to ECOLOGY any interest, direct or indirect, that might be construed as prejudicial in any way to the professional judgment of the CONTRACTOR in rendering service under this Agreement.

Key staff, estimated FTE, and their roles are identified in Table 1. Please note, this is an estimate of time dedicated to this contract over the full two years of the contract; quarterly invoicing must reflect **actual** hours worked even if hours are higher or lower than the FTE estimate.

Table 1: Key Staff

Staff Name	Estimated FTE	Role
		Contract Management
		PPA Specialist
		PRP Coordinator and Oversight
		Billing
		Outreach

Section II. Unique Program Elements

The CONTRACTOR will conduct the unique elements for their PPA program, outlined in Table 2.

Table 2: Unique Program Elements

Program Element	Deliverable(s)

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Section III. Technical Assistance Visits

The CONTRACTOR will conduct technical assistance site visits to small quantity generators of dangerous wastes, and to businesses or organizations that have the potential to pollute stormwater. Approximately 60% of the visits will be Initial Visits. If Initial Visits fall below 60%, combined Initial Visits and Follow-up Visits must account for at least 80% of the total visits. While necessary, efforts should be made to minimize Screening Visits.

- An **Initial Visit** occurs at the actual site and results in a completed ‘checklist’ (or enough data gathered to complete data entry into the LSC database). It will either be the first complete visit to a site OR the first visit in two or more years.
- A **Screening Visit** is an attempted visit to the site, but the business declined or put off the visit, OR you were interrupted during the visit and were unable to gather complete data, OR you discover that the facility does not exist anymore OR you discover that the business does not qualify for a visit under the PPA program (e.g. it is a medium or large quantity generator).
- A **Follow-Up Visit** should occur within 90 days of the Initial Visit. Follow-up should generally be done through an on-site visit. However, a phone conversation, mail or email exchange may count as a Follow-Up Visit if it includes confirmation that the issues that were identified in the initial visit were resolved. Follow-up Visits must be conducted to resolve High Priority Environmental Issues (See section below).

Table 3: Number of Technical Assistance Visits

Number of Total Visits	
Target for Initial Visits	

Business sectors, organizations, waste streams, and/or geographical area that will provide a focus for the 2021-2023 technical assistance visits are listed in Table 4.

Table 4: Technical Assistance Targets

Target	Rationale for selecting

ECOLOGY may direct a portion of technical assistance visits toward specific priority sources or contaminants.

High Priority Environmental Issues

The below list is ECOLOGY’s high priority environmental issues because they have the potential to directly impact human health and/or the environment. If one or more of these issues are found during a site visit, a Follow-up visit is justified but not necessarily required. The severity of the issue will help

determine if a Follow-up visit is necessary. A Follow-up visit to a business for other (non-high priority) issues is at the discretion of the CONTRACTOR.

When unable to resolve high priority environmental issues, the Pollution Prevention Specialist will refer the issue to ECOLOGY or other appropriate agency. Serious concerns about impacts to human health and/or the environment warrant a consultation with ECOLOGY or other regulatory agencies to determine whether or not the issue needs to be referred.

- Hazardous waste being improperly designated
- Hazardous waste being improperly disposed
- Hazardous products/wastes being improperly stored
- Compromised dangerous waste containers need to be repaired or replaced
- Illegal plumbing connection
- Illicit discharge of wastewater to storm drain
- Improperly stored containerized materials
- Improperly stored non-containerized materials
- Leaks and spills in dangerous waste storage areas

Visit Guidance

The following guidance applies to technical assistance visits, unless otherwise discussed with ECOLOGY:

1. Prior to the visit:
 - Coordinate with other entities that may be conducting business visits in the area to reduce potential “inspection fatigue.”
 - Check with ECOLOGY Urban Waters staff (where applicable) to ensure that the business is not currently being visited by Urban Waters staff.
 - Research site and issues prior to the visit using a combination of data sources such as LSC Database for previous visits or visits to similar businesses, industry resources, news articles, etc.
 - To the extent possible, verify the site is not a medium or large quantity generator.
 - Check to see if a sector specific Checklist or Tip Sheet is available on the PPA Partnership SharePoint site to help guide the visit.
2. During the visit:
 - Provide technical assistance on proper management of dangerous waste, prevention of stormwater pollution, spill prevention, and reduction of hazardous substance use (when applicable).
 - Ensure, at a minimum, all items on the basic Checklist are reviewed. If while at the site, it becomes apparent the business is a medium or large quantity generator, either complete the visit and count it as a screening visit, OR formally refer the dangerous waste portion to ECOLOGY to count it as a full initial visit. This site should not be scheduled for future visits, unless it is likely their generator status has changed to qualify as an SQG.
 - If appropriate, encourage businesses to participate in local green business programs, such as the EnviroStars business certification program.

- If a Product Replacement Program (PRP) opportunity exists for the business, discuss the opportunity, terms and conditions, and steps to qualify as outlined in Section V.
 - Discuss spill response preparedness and offer spill kit for developing a plan. Funds can be used to purchase spill kits to provide to businesses. Occasionally ECOLOGY will provide spill kits through a bulk order, if funding is available.
 - If possible, photograph observed issues for before and after success stories.
 - Activities that may be beneficial during the visit include, but are not limited to, walking the site (interior and exterior), checking storm drains, checking for illicit connections, checking dumpster and waste storage, providing handouts, and ensuring necessary permits are in place.
3. At the end of the visit or after the visit:
- Provide written follow-up to document the results of the visit. This can be done by leaving a copy of the 'Checklist' or other documentation with the business at the end of the visit, by using a commitment postcard (format available in Branding Documents on PPA Partnership SharePoint), by sending a follow-up letter/email, or alternatively by sending a 'thank you' postcard if no issues were identified.
 - If necessary, coordinate with other agencies (e.g. the fire marshal, code enforcement, stormwater, wastewater treatment, and/or moderate risk waste staff) to ensure that the information you are providing is consistent with the other agency's regulations and/or best management practices.
 - The PPA Specialists will make referrals to ECOLOGY as needed and report results.

Section IV. Partnership Branding and Outreach

When unique outreach or educational materials are developed by the CONTRACTOR using PPA Partnership funds, a draft must be sent to ECOLOGY for review and approval. To the extent feasible, the CONTRACTOR must utilize the Partnership's branding tools and templates available to produce these materials. The intent of this requirement is to facilitate a unified image and consistent messaging across the Partnership. The Partnership logo and other branding resources are available on the PPA Partnership SharePoint site.

It may be appropriate to include funding acknowledgement on some outreach materials. The CONTRACTOR will consult with ECOLOGY's PPA Partnership Coordinator to determine whether funding acknowledgement is required.

Finalized materials which may be useful to other Partnership contractors should be provided for upload to the resource Document Library on the PPA Partnership SharePoint Site.

Each CONTRACTOR must maintain a PPA webpage which meets the minimum requirements developed by the 2020 Resource Consistency Workgroup. See PPA Partnership SharePoint Site for requirements. The incorporation of the minimum webpage requirements should be completed by June 30, 2022 unless otherwise approved by ECOLOGY.

Section V. Product Replacement Program (PRP)

The Product Replacement Program is designed to eliminate Persistent Bioaccumulative Toxic (PBT) chemicals from use in commerce. The PRP removes and replaces PBT chemicals present in products, processes, or technologies to help prevent toxics from entering the environment. One of the best and most effective ways to prevent further environmental contamination, protect water quality, and reduce human health risk is to eliminate these toxic chemicals at the source. The PRP assists businesses with switching to safer alternatives.

PPA contractors are integral to the PRP. The CONTRACTOR will seek and discuss opportunities to assist businesses with switching processes, products, or equipment to use effective safer-alternatives. For technical assistance visits, where PRP is discussed, CONTRACTOR will record in the LSC Database the type of product or equipment replacement opportunity the business is interested in and other required information.

The CONTRACTOR will assist ECOLOGY with the following programs:

1. Replacement of dry cleaning technology that uses perchloroethylene by visiting dry cleaners, discussing the program, assisting with required paperwork, and completing the final visit after new machine installation. Guidelines for this program are outlined in separate documents and posted on the PPA Partnership SharePoint.
2. Promoting awareness of the national mercury thermostat takeback program at appropriate businesses.

Additional takeback and replacement programs ECOLOGY is exploring for addition to the PRP include, but are not limited to:

1. PFAS-containing firefighting foam takeback program. Currently ECOLOGY is working directly with fire departments, but this program may be expanded to businesses with PFAS-containing fire suppression systems.
2. Flame retardants in foam and equipment at gymnasiums, play centers, and recreation facilities.
3. Degreasers and solvents in parts washing systems in multiple business sectors.
4. PCB-containing light ballasts in schools.
5. Additional chemicals and products may also be added to this list.

ECOLOGY, in collaboration with the PPA Partnership, will develop procedures and criteria, which must be met for a business to receive reimbursement for any of the above chemicals or products. PRP payments for reimbursement to the business will come directly from ECOLOGY and are not included within the CONTRACTOR's funding compensation associated with this contract.

The PRP reimbursement payment will be made through direct disbursement from ECOLOGY to the business implementing the product or equipment replacement. In order to facilitate these payments, the CONTRACTOR must assist ECOLOGY in maintaining records indicating how the business qualified for the PRP reimbursement per the PRP program's eligibility criteria. Eligibility criteria will be developed by ECOLOGY and the Product Replacement Program Committee for each type of reimbursement offered.

The CONTRACTOR will provide technical assistance to the business to help ensure the business qualifies for a PRP reimbursement payment from ECOLOGY by completing the following steps, unless

otherwise specified in guidelines developed specific to an individual reimbursement. Specific requirements for individual reimbursement programs will be maintained on the PPA Partnerweb SharePoint site.

1. CONTRACTOR conducts technical assistance visit and provides business with recommendations to reduce or eliminate a qualifying chemical or product. These recommendations must be recorded in the LSC Database.
2. CONTRACTOR must communicate to the business that it may take up to 4 months to receive payment from ECOLOGY after purchase and that the business must respond to inquiries from ECOLOGY or the Office of Financial Management (OFM) in a timely manner to avoid delays in payment.
3. CONTRACTOR assists business as needed with paperwork required to apply for reimbursement, including a state payee registration form.
4. Business purchases approved product or equipment and converts fully to utilization of new product or equipment in accordance with the eligibility criteria for the PRP reimbursement.
5. Business submits receipts for the product or equipment purchase and installation to ECOLOGY's PRP Coordinator. This submittal may be facilitated through the CONTRACTOR's representative for some PRP projects.
6. CONTRACTOR may be requested by ECOLOGY to verify through a site visit and review of records that product or equipment has been installed per PPA Specialist or ECOLOGY recommendations, old product or equipment has been legally disposed of or decommissioned, and all other eligibility criteria have been met.

For information about an optional voucher program that the CONTRACTOR can provide directly to a business, see Section XI.

Section VI. Timeline

Table 5: Timeline

Time Period	Goal for number of Site Visits	Unique Program Element activities	Technical Assistance Target activities
July 1, 2021 – December 31, 2021		•	
January 1, 2022 – June 30, 2022		•	
July 1, 2022 – December 31, 2022			
January 1, 2023 – June 30, 2023		•	

Section VII. Local Source Control (LSC) Database

Information gathered during technical assistance visits by the CONTRACTOR must include all of the elements that are listed in the most up-to-date PPA Checklist (check PPA Partnership SharePoint site for details) and be entered into ECOLOGY's LSC database. The following guidance applies to all technical assistance visits, unless otherwise discussed with ECOLOGY:

- Collect enough information to complete all of the applicable fields in ECOLOGY's LSC database and enter it into the database within 15 work days of the visit.
- If you make a referral to a regulatory agency, enter the information about the referral into the database within 15 work days of the referral.
- Ensure that data entry is complete and accurate.
- At a minimum all elements on the most recent version of ECOLOGY's PPA Checklist must be checked at each business visit. Specialists must attest that they have verified all elements.
 - Additional sector specific checklists are available on the ECOLOGY PPA Partnership SharePoint Site.
 - CONTRACTOR may substitute use of their own version(s) of the checklist(s) as long as it contains all elements on ECOLOGY's most recent checklist (See PPA Partnership SharePoint for details), and has been reviewed and approved by ECOLOGY staff.
- Refer to the LSC database instructions posted in the database interface, or contact ECOLOGY PPA staff, for assistance with database entry.
- If using paper checklists or equivalent documentation, maintain originals in accordance with your local public disclosure laws.

Section VIII. Training

ECOLOGY expects that the CONTRACTOR will provide basic training to the Pollution Prevention Assistance Specialists on topics relevant to their position. ECOLOGY will provide additional training to ensure that CONTRACTOR's staff are properly trained and supported to conduct PPA activities, and that experienced staff are exposed to new information, and have opportunities to share their expertise for the benefit of the PPA Partnership. The following types of training are provided. Table 6 below contains a tentative training schedule; ECOLOGY will communicate the final schedule to the CONTRACTOR.

New PPA Specialist Mentoring and Training

ECOLOGY staff and experienced PPA Specialists will provide a variety of training support to new PPA staff. ECOLOGY will provide new hires a "welcome email" within the first two weeks of work as a PPA Specialist. This email will provide instructions for accessing the PPA Partnership SharePoint, LSC Database, and guidance on resources and training. All Specialists are expected to create an "alert" for the PPA Partnership SharePoint Discussion Board to receive email alerts at least once per week when topics are posted.

1. New PPA Specialist Training & SharePoint Resources

New PPA specialist training is provided in the form of self-paced online modules available through ECOLOGY's PartnerWeb SharePoint site, and web-based discussion panels. The web-based discussion panels will be planned and conducted by ECOLOGY staff and include new specialists and experienced PPA specialists who can offer suggestions and feedback to new specialists. The discussion panels are scheduled for the second Thursday of every other month from 10:30 to 12:00. On occasion these meetings will need to be rescheduled to accommodate panelists or new specialists

who cannot make the originally scheduled date. ECOLOGY staff will provide as much notice as possible when these panels are rescheduled.

Schedule:

Discussion Panel Schedule – July 2021 thru June 2023		
2021	2022	2023
August 12, 2021	February 10, 2022	February 9, 2023
October 14, 2021	April 14, 2022	April 13, 2023
December 9, 2021	June 9, 2022	June 8, 2023
	August 11, 2022	
	October 13, 2022	
	December 8, 2022	
Attendance Requirement: All new specialists who have not yet attended six (6) discussion panels are required to attend. Panelists are required to attend all discussion panels.		

2. Field Mentoring & Training Review

The CONTRACTOR will provide training to their new staff to ensure they can perform the work. In addition, ECOLOGY will assign two experienced PPA Specialists as mentors to provide field training and support to a new hire. If available, one mentor will be from the CONTRACTOR's organization and the other mentor from another PPA contractor (partner) jurisdiction in as close proximity as possible. Mentors will be assigned within two weeks of notifying ECOLOGY of new staff hires.

Field mentoring will involve a series of accompanied field visits designed by the mentor and ECOLOGY staff to support the needs of the new hire. When the mentor and new hire determine they are ready, an ECOLOGY staff will accompany the new hire on a few technical assistance visits, to ensure that they are providing accurate information on proper waste management, spill prevention, storm water pollution prevention, and toxics reduction opportunities.

All-Staff Trainings for all PPA Specialists

All-Staff Trainings will be planned and conducted by teams of PPA Specialists from two to three PPA contractors (partners). When appropriate these trainings will be held in-person to facilitate interaction and networking between PPA Specialists, ECOLOGY, and invited presenters. Depending on current situations related to the COVID-19 pandemic or other health and safety concerns, All Staff Trainings may be held virtually via an online platform. Training topics are intended to help new staff become more competent in their work, and experienced staff to gain greater technical depth on relevant topics. ECOLOGY staff will determine the teams, provide initial guidance, review agendas, and provide support for planning and logistics.

Schedule: Typically, these trainings are held the second Wednesday in September and March or April. The trainings are usually scheduled between 8:30 a.m. and 3:30 p.m. with overnight travel allowed for jurisdictions if needed (see state travel rules). ECOLOGY must pre-approve overnight travel if it is being charged to the PPA budget. When training is held virtually online, the training will be scheduled across two half-days.

If staff and resources become available, ECOLOGY will add an additional All Staff Training event. An additional training event would likely be held in June.

Attendance Requirement: Unless prior approval has been given by ECOLOGY, it is mandatory for at least one PPA specialist per jurisdiction to attend the All Staff Trainings. This person is responsible for disseminating information back to the PPA specialists from that jurisdiction. Managers are welcome but not required to attend. Generally, training substitutions are not allowed for the All Staff Trainings, however, exceptions may apply. ECOLOGY staff must approve non-emergency absences or training substitutions at least two weeks prior to the training.

Webinar Trainings

ECOLOGY conducts Webinars during most of the months that do not have All Staff Trainings. These sessions are intended to expose PPA Specialists to new information or technical topics relevant to their work. Suggestions on topics and speakers are welcomed from PPA contractors (partners). ECOLOGY will also ask PPA contractors to present on case studies.

Schedule: These are one and a half hour sessions, held on the second Wednesday of the month. Occasionally these sessions will need to be scheduled at alternative times to accommodate speaker availability. Up to eight Webinars will be scheduled each year.

Attendance Requirement: Each PPA Specialist must attend at least six of the eight Webinars each year.

Another type of training that is relevant to PPA Specialists' work may be substituted for up to two of the Webinars. Notification of the substitution must be provided to and pre-approved by ECOLOGY at least two weeks in advance of the Webinar.

Table 6: Tentative Training Schedule (subject to change)

Date	Type	Date	Type
July, 2021	No training	July, 2022	No training
August 11, 2021	Webinar	August 10, 2022	Webinar
September 8-9, 2021	Webinar or All-Staff*	September 14-15, 2022	Webinar or All-Staff*
October 13-14, 2021	Webinar or All-Staff*	October 12-13, 2022	Webinar or All-Staff*
November 10, 2021	Webinar	November 9, 2022	Webinar
December 8, 2021	Webinar	December 14, 2022	Webinar
January 12, 2022	Webinar	January 11, 2023	Webinar
February 9, 2022	Webinar	February 8, 2023	Webinar
March 9-10, 2022	Webinar or All-Staff*	March 8-9, 2023	Webinar or All-Staff*
April 13-14, 2022	Webinar or All-Staff*	April 12-13, 2023	Webinar or All-Staff*
May 11, 2022	Webinar	May 10, 2023	Webinar
June 8, 2022	Webinar	June 14, 2021	Webinar
* When possible an in-person All Staff Training will be held in conjunction with the NW Chapter Annual Conference.			

Section IX. Reporting and Contract Changes

Quarterly Progress Reports

A brief progress report shall be submitted quarterly with each invoice (see schedule in Section X, Table 7). This report should indicate the work completed during the quarter and billed on the invoice, including the type and number of visits conducted, progress on Unique Program Elements, and any other information regarding contract performance that should be brought to ECOLOGY's attention. The Progress report must also include the number of visits where the PRP was presented and discussed. The Progress report should only include the status of the work conducted during the quarter and NOT include a roll-up of progress to-date since it services as backup documentation for the expenses included in the quarterly invoicing, see Section X.

Annual Reports

Annual reports are used to briefly summarize contract status to-date including: number of site visits performed, Unique Program Element activities conducted, Technical Assistance Target activities conducted, lessons learned, and budget status. Annual reports shall be provided to ECOLOGY by July 31, 2022 and July 31, 2023. The report shall include two to three 'case studies' of a business or organization that benefitted from a PPA site visit. Photographs of the business before and after the visit, showing the beneficial changes should be provided, if at all possible. The second year annual report should capture details for the full contract period as ECOLOGY will use these reports to create a biennial report on the Partnership. ECOLOGY will make report templates available on the PPA Partnership SharePoint. ECOLOGY will request, with advanced notice, that PPA CONTRACTORS provide presentations on their case studies at Webinars and All-Staff meetings.

Contract Changes

Any of the following changes shall be reported to the ECOLOGY PPA Partnership Coordinator within 10 business days:

- Key personnel changes (staff or manager leaving, new hires, etc.)
- Initiation of or changes to a subcontract (see Section 18 of the Interagency Agreement for specific information that is required regarding subcontractors)

Section X. Invoicing

Invoice (billing) procedures are outlined in the Interagency Agreement, (see Section 4). In addition, the following information is provided:

- See also Appendix A, Statement of Work, Section V.
- The Invoice Voucher (form A19-1A) must have a wet signature or scanned if submitted electronically. If submitting a scanned copy, the CONTRACTOR will retain original signed A-19-1A in CONTRACTOR's records per record retention requirements.
- Support documents may be submitted via email.
- Each invoice shall only bill for actual hours worked during the quarter which may be higher or lower than the FTE estimate in Section I, Table 1 of Appendix A, *Statement of Work*.
- Quarterly invoicing will follow the schedule in Table 7.

Table 7: Invoicing Schedule

Quarter	Months	Due Date
1	July, August, September 2021	November 10, 2021
2	October, November, December 2021	February 10, 2022
3	January, February, March 2022	May 10, 2022
4	April, May, June 2022	July 31, 2022 (earlier Due Date due to end of fiscal year requirements)
5	July, August, September 2022	November 10, 2022
6	October, November, December 2022	February 10, 2023
7	January, February, March 2023	May 10, 2023
8	April, May, June 2023	July 31, 2023 (earlier Due Date due to end of biennium requirements)

Section XI. Voucher Program (Optional – remove if Contractor elects not to offer this)

The CONTRACTOR will offer businesses vouchers for the cost of pollution prevention equipment or other recommendations, in accordance with the procedures developed for this voucher program. Payments will be made directly by the CONTRACTOR to the business. Examples of qualifying equipment or costs include but are not limited to secondary containment, drum covers, drum funnels with lids, infrastructure changes, substitution of less toxic products, and catch basin cleaning. The CONTRACTOR must maintain records for each of their voucher reimbursement payments issued and ensure a business is limited to one voucher per calendar year. Each voucher payment will be capped at \$500 or less. These reimbursements will come from the \$5,000 budget category included in this contract and cannot be shifted to or from other budget categories (see Appendix B). Documentation of voucher payments will be submitted to ECOLOGY with the quarterly invoicing (Section X).

The specific forms, processes, and procedure for this voucher program will be developed in the first six months of this contract by the Product Replacement Program Advisory Committee. The CONTRACTOR will follow the procedures approved by ECOLOGY and housed on the PPA Partnership SharePoint. The target date for beginning to offer this voucher program is January 3, 2022.

Section XII. Resources

The following are resources to materials referenced in this contract. Links to and the resources listed are subject to change.

- PPA Partnership SharePoint:
<https://partnerweb.ecy.wa.gov/sites/HWTR/LSC2016/SitePages/Home.aspx>
- LSC Database:
<http://ecyaphwtr/lsc/Home.aspx>

- Invoice Voucher A19-1A:
<https://des.wa.gov/sites/default/files/public/documents/HRPayroll/SACS/A-19-1AForm.doc?=5c82f>
- Partnership Report Templates:
<https://partnerweb.ecy.wa.gov/sites/HWTR/LSC2016/Templates/Forms/AllItems.aspx>
- Checklists & Tip Sheets:
https://partnerweb.ecy.wa.gov/sites/HWTR/LSC2016/_layouts/15/start.aspx#/Checklist%20%20Tip%20Sheets/Forms/AllItems.aspx
- New Specialist Training modules:
https://partnerweb.ecy.wa.gov/sites/HWTR/LSC2016/_layouts/15/start.aspx#/New%20Specialist%20Training/Forms/AllItems.aspx
- Travel Per Diem Rates:
<https://www.ofm.wa.gov/sites/default/files/public/resources/travel/colormap.pdf>

APPENDIX B BUDGET DETAIL

See sections #3, *Compensation*, and #4, *Billing and Payment Procedures*, for additional instructions.

Category		Amount
Salaries		
Benefits		
Subcontracts		
Goods & Services (see Table A)		
Equipment (see Table B)		
Travel/Training		
Voucher Program (Section XI)		\$5,000.00
Subtotal Direct Costs		
Indirect Costs*	Rate (%)	
	Indirect amount	
Total Award		

*** Applied to Salaries & Benefits only**

Table A.

Goods & Services (items over \$1000 must be listed here or approved by ECOLOGY prior to reimbursement)	Estimated Cost

Table B.

Equipment (items over \$1000 must be listed here or approved by ECOLOGY prior to reimbursement)	Estimated Cost

APPENDIX C SPECIAL TERMS AND CONDITIONS

1) Certification Regarding Suspension, Debarment, Ineligibility or Voluntary Exclusion

- a) CONTRACTOR, by signing this agreement, certifies that it is not suspended, debarred, proposed for debarment, declared ineligible or otherwise excluded from contracting with the federal government, or from receiving contracts paid for with federal funds. If the CONTRACTOR is unable to certify to the statements contained in the certification, they must provide an explanation as to why they cannot.
- b) CONTRACTOR shall provide immediate written notice to ECOLOGY if at any time the CONTRACTOR learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.
- c) The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meaning set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact ECOLOGY for assistance in obtaining a copy of those regulations.
- d) CONTRACTOR agrees it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under the applicable Code of Federal Regulations, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction.
- e) CONTRACTOR further agrees by signing this agreement, that it will include this clause titled "CERTIFICATION REGARDING SUSPENSION, DEBARMENT, INELIGIBILITY OR VOLUNTARY EXCLUSION" without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
- f) Pursuant to 2CFR180.330, the CONTRACTOR is responsible for ensuring that any lower tier covered transaction complies with certification of suspension and debarment requirements.
- g) CONTRACTOR acknowledges that failing to disclose the information required in the Code of Federal Regulations may result in the delay or negation of this funding agreement, or pursuance of legal remedies, including suspension and debarment.
- h) CONTRACTOR agrees to keep proof in its agreement file, that it, and all lower tier CONTRACTORS or subcontractors, are not suspended or debarred, and will make this proof available to ECOLOGY before requests for reimbursements will be approved for payment. CONTRACTOR must run a search in <http://www.sam.gov> and print a copy of completed searches to document proof of compliance.

(Add here any other Federal Requirements that specifically relate to the performance of the other party under this Agreement. Do not simply copy all of the Federal Requirements, select only those which relate to the other party's performance or those requirements that require the other party's compliance so Ecology can meet a federal requirement.)

Partner	City of Sumner
Legal Authority	Sumner Municipal Code Chapter 13.48 STORMWATER MANAGEMENT REGULATIONS 13.48.010 Title and authority
Source of Funds	Get info from Vince
Not exceed \$	\$80,325.00

The ECOLOGY Representative is:	The CONTRACTOR Representative is:
Name: Elaine Snouwaert Address: 4601 N. Monroe Street Spokane, WA 99205 Phone: 509-329-3503 Email: Elaine.Snouwaert@ecy.wa.gov	Name: Robert Wright Address: 1104 Maple Street Sumner, WA 98390 Phone: (253) 299-5708 Email: robertw@sumnerwa.gov Fax:

Contractor Signatory: William Pugh

Signatory Title: Mayor

The PPA work is expected to fall within these general proportions:	
Technical Assistance visits * (see Section III) *approximately 10-15% of TA visits will involve PRP	65
Unique Program Elements (see Section II)	20
Training (see Section VII)	10
Other (admin, staff meetings etc.)	5

Staff Name	Estimated FTE	Role
Robert Wright	0.1	Contract Management
Ann Bustamante	0.65	PPA Specialist
Kelsey White	0.1	Billing

Program Element	Deliverable(s)
Stormwater Phase II Permittee Advisory Committee - PPA specialists to review materials and advise developers of the WSU Stormwater Center's business	Participation in 90% of committee meetings. Participate on a committee to assist WSU's development of permittee guidance and training. Provide insights on conducting business visits. Work with the other members of the committee and Ecology to draft and finalize a work plan. This work plan should describe

<i>inspection training materials with the purpose of promoting consistency across businesses and coordination to avoid overlap.</i>	the roles and responsibilities of participants and outline the tasks to be completed.
	Review all materials.
	Mentor up to three permittees staff (optional).
Business Sector Workshop	Plan and host two pollution prevention workshops.
	Share any materials developed for these workshops with other PPA Partners on the Partnerweb SharePoint site.
	If appropriate, present on workshops at a webinar or All-Staff meeting.

Number of Total Visits	88
<i>Target for Initial Visits</i>	65

Target	Rationale for selecting
Light Industrial Warehouses, industrial WW dischargers with NAICS on the LSC target list	Other programs rarely visit light industrial warehouses. Their waste vary from maintenance wastes to off-spec products and all have storm systems going to rivers.
Industrial wastewater dischargers	City POTW keeps track of what is discharged to treatment facility. Inspecting businesses with known waste streams and ensuring proper disposal will help POTW operations.
Old industrial area between Zehnder Ave to the south, Puyallup Ave to the north, railway to the east and Fryar Ave to the west.	This area is the old industrial area of the city. It has an impacted wellhead (Central Well), outfalls flow into impaired water locations of the White River. Infrastructure is older and a small handful of businesses in this area have challenges keeping other permits and practices to best standards.

Time Period	Goal for number of Site Visits	Unique Program Element activities	Technical Assistance Target activities
July 1, 2021 – December 31, 2021	22	• Business sector workshops • Stormwater Phase II Permittee Advisory Committee	Light Industrial Warehouses, industrial WW dischargers with NAICS on the LSC target list
January 1, 2022 – June 30, 2022	22	• Stormwater Phase II Permittee Advisory Committee • Business sector workshops	Industrial wastewater dischargers
July 1, 2022 – December 31, 2022	22	• Stormwater Phase II Permittee Advisory Committee	Old industrial area between Zehnder Ave to the south, Puyallup Ave to the north,

			railway to the east and Fryar Ave to the west.
January 1, 2023 – June 30, 2023	22	Stormwater Phase II Permittee Advisory Committee	Any targets remaining

Category		Amount
Salaries		\$53,934.00
Benefits		\$20,642.00
Subcontracts		
Goods & Services (see Table A)		\$100.00
Voucher Program		\$5,000.00
Equipment (see Table B)		\$150.00
Travel/Training		\$500.00
Subtotal Direct Costs		\$75,326.00
Indirect Costs*	Rate (%)	
	Indirect amount	
Total Award		\$75,326.00

Goods & Services (items over \$1000 must be listed here or approved by ECOLOGY prior to reimbursement)	Estimated Cost

Equipment (items over \$1000 must be listed here or approved by ECOLOGY prior to reimbursement)	Estimated Cost

RESOLUTION NO. 1589

CITY OF SUMNER, WASHINGTON

A RESOLUTION of the City of Sumner authorizing the Mayor to enter into a Interlocal Agreement with Washington State Department of Ecology for the Pollution Prevention Assistance Program.

WHEREAS, RCW 39.34, the Interlocal Cooperation Act, allows local governmental units to make the most efficient use of their powers by enabling them to cooperate and enter into agreements with each other; and,

WHEREAS, In July 2019 the City of Sumner was awarded a Local Source Control Partnership Contract from the Washington State Department of Ecology to employ a Pollution Prevention Specialist that provided technical assistance to small businesses in an effort to improve water quality; and

WHEREAS, the hired Local Source Control Specialist conducted 88 source control site visits of small quantity generator businesses, and

WHEREAS, an additional 88 site visits are necessary to reduce and/or eliminate hazardous waste streams and pollutant sources, and

WHEREAS, the City of Sumner shall continue staffing the necessary personnel, equipment and materials essential to perform the work set forth in Appendix “A” and “B” of the agreement, and

WHEREAS, this project will benefit the stormwater program and assist in satisfying requirements of the Phase II Municipal Stormwater NPDES Permit.

WHEREAS, the City Council finds it desirable and in the City’s best interest to enter into an Interlocal Agreement for Local Source Control Program with Washington State Department of Ecology;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SUMNER

That the Mayor is hereby authorized to enter into the “Interlocal Agreement with Washington State Department of Ecology for Local Source Control Program, a copy of which is attached hereto as Exhibit A and incorporated by this reference.

ADOPTED by the City Council of the City of Sumner at a regular meeting this
____ day of _____ 20____.

William Pugh, Mayor

ATTEST:

Michelle Converse, City Clerk

APPROVED AS TO FORM:

Andrea Marquez, City Attorney



Monthly Project Management Report

August 2021

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Major Projects

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

Project: Stewart Road Bridge Replacement (13-08)		Project Manager: Michael Kosa	Budget: \$30,000,000
Finance: \$6,833,959 STP Grant, \$187,074 City of Sumner, \$4,260,000 Pierce County, \$50,000 Tarragon, \$3,000,000 FMSIB, \$50,000 Port of Tacoma, \$150,000 City of Auburn			
Description: This project will replace the existing two lane bridge over the White River at Stewart Road. The existing bridge will be removed. The new bridge will accommodate four lanes of traffic, and a separated shared use path on the north side of the roadway. Adjacent intersections at Butte Avenue and 140th Street Court East will be modified to accommodate the new roadway grade and lane configurations.			
Schedule/Milestones: ☒ Selection of Design Consultant (10/13) ☒ Design Consultant Contract Award (12/13) ☒ ROW Environmental Review Completed (11/16) ☒ Start Final Design (2/21) ☐ ROW Acquisitions (06/22) ☐ Design Complete (06/22) ☐ Construction Contract Award (04/23) ☐ Construction Complete (08/26)		Status: Developing 60% Design Plans Final Design Kickoff completed, Value Engineering Effort Underway. BergerABAM is completing the environmental design and right-of-way acquisitions. Project is in formal ESA consultations since 2/2019. Project awarded new grants (City of Auburn \$150,000)(Federal STP funds \$4,920,000, construction phase; Port of Tacoma, \$50,000, design phase) Pacific has received full funding for the design, ROW and construction of their adjacent project. The right-of-way services are now under contract. BergerABAM is beginning the preliminary work to engage the property owners. The Scope and Budget for Right-of-Way services has been received and will go to the 6/19 Council Meeting. The City is currently working with BergerABAM on the Scope & Fee for Right-of-Way services. The City is working with WSDOT and PSRC to finalize a process that will allow the right-of-way to proceed concurrent with the environmental studies of the White River currently being undertaken.	
Next Critical Activities (dates): 60% design submittal (10/21)			
Next Council Actions (dates): Right-of-Way Acquisition (06/22)			
Next Public Actions (dates):			

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

Project: 166th Ave E Widening (13-11)		Project Manager: Michael Kosa	Budget: \$16 Million (10% funded)
Finance: Port of Tacoma \$25,000, \$950,000 City (TIF & Storm), \$1,219,650 (Federal – STP)			
Description: Construct Improvements to 166 th Ave E to decrease congestion and improve safety at 64 th St E and at SR 410 westbound ramps			
Schedule/Milestones: ☒ Consultant Award (12/18) ☒ Intersection Control Evaluation (6/20) ☒ Concept Report Complete (07/20) ☐ Preliminary Design Approval (10/21) ☐ Complete Fish Passage Culvert Design/Permitting (6/22) ☐ WSDOT Preliminary Design Approval (2/22) ☐ Design/ROW Complete (2/25) ☐ Construction Complete (12/27)		Status: Design Development underway for preliminary roadway and culvert/creek design Concept report approved. Project will contact adjacent property owners, then publicize the findings. Concept Report (Intersection Control Evaluation) being reviewed at WSDOT.	
Next Critical Activities (dates): Complete Preliminary Plans (12/21)			
Next Council Actions (dates):			
Next Public Actions (dates):			

Project: Fryar Ave Trail (14-01)	Project Manager: Andrew Leach	Budget: \$5,000,000 (construction unfunded), \$580,000 design, federal and City REET
Finance: \$197,760.00 (CMAQ-Design Only) and \$30,864 (City)		
Description: To design the last missing link of trail in town between Bridge Street Bridge and Fryar Bridge. The trail currently consists of a sidewalk & bike lane.		
Schedule/Milestones: ☒ Selection of Design Consultant (05/14) ☒ Design Consultant Contract Award (05/14) ☒ Consultant Supplement Award (6/21) ☒ Resume Design (7/21) ☐ Design Complete (12/22) ☐ Begin ROW Phase (1/23) ☐ Begin Construction Phase (2/25) ☐ Construction Contract Award (TBD) ☐ Construction Complete ()	Status: The City will be receiving grant funding for the ROW phase of the project. The City is currently moving forward with the design and environmental phases of the project. The City is currently looking at grant opportunities to purchase right-of-way and moving forward with the environmental phase of the project. The design on this project is moving forward. A few alternatives for the trail layout were reviewed and a final layout was selected. Selecting the final layout will allow for the environmental phase to move forward. The design on this project is on hold until FEMA discussions allow for the trail to be constructed in the floodway. BergerABAM is proceeding with the design.	
Next Critical Activities (dates): Design Complete (12/22)		
Next Council Actions (dates):		
Next Public Actions (dates):		

Project: Left Bank Setback/White River Restoration (14-10)	Project Manager: Doug Beagle	Budget: \$60 Million	Finance: \$
Description: Enhance nearly 3.2 miles of riverbank. The channel will be widened by up to 200ft landward of the ordinary high to allow capacity for 100-yr event			
Schedule/Milestones: ☒ Selection of Design Consultant (09/14) ☒ Design Consultant Contract Award (09/14) ☐ Design Complete (1/22) ☐ Bid Award (3/22) ☐ Construction Complete (12/25) ☐ ROW Acquisition (TBD) ☐ Construction Contract Award (TBD) ☐ Construction Complete (TBD)	Status: Permit Submitted to Army Corp April 2021, out for Public Comment Moving from 65% TO 90% Plans NSD Consultant Supplement Contract PW committee Meeting August A meeting took place on 5/11 and the next meeting is scheduled for 6/8. Draft Hydraulic and Sediment reports have been presented to the Dialogue Group and the next meeting is scheduled for May 11th. Hydraulic and Sediment models are under review. The dialogue group continues to meet. Consultant has begun hydraulic and sediment work. Two (2) Consultant Service Contracts are going to the 7/18/16 Council Meeting. One is Amendment #2 with West Consultants and the 2nd is with Natural Systems Design.		
Next Critical Activities (dates):			
Next Council Actions (dates): ROW Acquisition (TBD)			
Next Public Actions (dates):			

Project: Pacific Pointbar / Stewart Setback (14-10)		Project Manager: Robby Wright	Budget: \$59,474,432
Description: Over 30 acers of floodplain reconnection and fish habitat. Installation of a floodwall along 16th and levee along 140th for increased flood protection.			
Schedule/Milestones: ☐ 90% Design Complete (12/22) ☐ Property Acquisitions Complete (12/24)		Status: Bushore property acquired and boarded up. Request for bids to demo Bushore and Eagle Asphalt planned for September. Researching asbestos testing costs. Goal to have completed tests in August.	
Next Critical Activities (dates):			
Next Council Actions (dates): N/A			

Project: Decant Facility (15-02)	Project Manager: Michael Kosa	Budget: \$747,000	Finance: \$390K Ecology Grant
Description: Design and construct upgrades to the Decant Facility. Improvements will include a concrete slab and a pre-engineered metal building.			
Schedule/Milestones: ■ Selection of Design Consultant (10/16) ■ Design Consultant Contract Award (11/16) ■ Design Complete (04/17) ■ Construction Contract Award (09/17) ■ Construction Complete (11/19) ■ Asphalt Contractor Selected (6/21) □ Start Construction (8/21) □ Construction Complete (9/21)	Status: Asphalt pavement work begins in mid-August Asphalt pavement work advertising for construction as small works project Project awaiting asphalt pavement after SR 410/Traffic Ave Interchange Contractor is complete Project in closeout Working on final Ecology Reimbursement. Stormwater pond construction is complete. Project is entering close out. Negotiating change order with contractor to construct stormwater pond required by Ecology. Coordinating plans with ecology, plan to construct storm water pond and asphalt paving in 2019. Notified of \$390K Ecology Grant Building construction complete. Investigating adding asphalt driving surface to project. This project is under construction and the contractor is currently working on final completion and punchlist. This project is under construction and the contractor is currently working on floor slabs. This project is under construction and the contractor is currently working on subgrade and foundations. Western Engineering Constructors, Inc., was awarded the construction contract at a Special Council Meeting on 8/14/17. Contracts are currently being signed.		
Next Critical Activities (dates): Begin Construction (8/21)			
Next Council Actions (dates): N/A			
Next Public Actions (dates): N/A			

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

Project: Operations Facilities (17-13)	Project Manager: Doug Beagle	Budget: \$30-40 Million (General and Utility Funds)
Description: Construct a new operations facility to house the water, sewer, storm and street maintenance staff and equipment. The current shops facility will be modified to house the Parks & Facilities maintenance staff and equipment as well as the community float, 1932 Kenworth fire engine, DARE GTO and the Police Department's impound and oversized evidence.		
Schedule/Milestones: ☒ Consultant Services Contract (08/18) ☐ Design Complete (1/22) ☐ Construction Contract Award (TBD) ☐ Construction Complete (9/23)	Status: Consultant working towards 90% plans. Amendment being brought to February PWC for final design and construction management. Review of final concept 11-24-20 Work group session have begun and waiting for review of sessions. The Consultant contract has been fully executed. Consultant has been selected and working through scope and fee. RFP for Consultant Services to be advertised in February. Properties are under contract with new phase 1 environmental being done soon. Consultant is working on initial diagram/layout of facility. In negotiations with property owners and wrapping up. Design consultant has done 3-D modeling/massing studies at multiple locations. Site locations have been narrowed down and the City is moving forward with contacting property owners.	
Next Critical Activities (dates): Property Acquisition		
Next Council Actions (dates):		

Project: Biosolids Dewatering Improvements (17-18)		Project Manager: Jason Van Gilder	Budget: \$2,068,000
Description: Procurement and installation of a second centrifuge for the dewatering of biosolids at the Waste Water Treatment Facility. This will also include construction of a structural platform and electrical/telemetry modifications to accommodate the new centrifuge.			
Schedule/Milestones: ☒ Consultant Services Contract (12/17) ☒ Construction Contract Award (09/19) ☐ Construction Complete (12/21)		Status: Project is substantially complete. (Nov 2020 Update) The new centrifuge is operational. Notice to proceed with construction was issued, effected 11/1/19. Project was awarded in September 2019. Bids for construction were received in August 2019. Project was advertised in July 2019 and bids are requested in August 2019. 95% Plans and Specifications have been submitted to the City for review. Gray and Osborne is finishing up the design. An equipment procurement package has been submitted to the City staff for review. A technical memorandum and draft equipment procurement package was submitted for City review on 3/22/18, and comments returned by the City on 4/10/18. Gray and Osborne has been awarded the design contract and is proceeding with design services. Gray and Osborne has been selected as the most qualified firm to complete this work. Finance has recommended soliciting for Request for Qualifications (RFQ) for this work.	
Next Critical Activities (dates):			
Next Council Actions (dates): Construction Contract Acceptance (3/22)			

Project: Sumner Tapps Highway Guardrail Upgrade (19-01)		Project Manager: Michael Kosa	Budget: \$1,455,300
Finance: City Funds \$112,700, Federal HSIP Funds \$448,600, Federal STP Funds \$749,000			
Description: Evaluate and construct upgrades to existing obsolete guardrail along Sumner-Tapps Highway, resurface Sumner-Tapps Highway			
Schedule/Milestones: ☒ Design Award (12/19) ☒ Design Complete (06/20) ☒ Obligate Construction (8/20) ☒ Award Construction Contract (11/20) ☒ Complete Resurfacing Construction (6/21) ☐ Advertise Guardrail Construction (10/21) ☐ Award Guardrail Construction (11/21) ☐ Complete Guardrail Construction (6/22)		Status: Resurfacing Punchlist in progress, project substantially complete, Guardrail project to bid in October Resurfacing Construction Underway Resurfacing scheduled to begin in late April, weather permitting Project delayed until April 2021. Bids opened and came in underbudget. Guardrail portion of project in design. Funding secured for Phase 1 resurfacing construction. Resurfacing project will construct in 2020. Consultant kickoff in February. The survey fieldwork is complete. Consultant agreement at council. Consultant qualifications being evaluated. RFQ is out for advertisement. Funding has been obligated. Staff is working w/ WSDOT to obligate Design funds. Staff is preparing paperwork to add project to federal programming	
Next Critical Activities (dates): Construction Complete (06/21)			
Next Council Actions (dates): Resurfacing Project Completion (09/21)			
Next Public Actions (dates):			

Project: Main St/Wood Ave Intersection Improvements (19-02)		Project Manager: Michael Kosa	Budget: \$209K (Design), \$250K (ROW), \$1.8M (Con.)
Finance: City funds \$1,864,000, Federal STP Funds \$405,000			
Description: Develop design for replacing the obsolete signal and complete ADA upgrades to bring the intersection into compliance			
Schedule/Milestones: ■ Design Award (10/19) ■ Begin ROW Acquisition (09/20) ■ 90% Design (5/21) □ Design Complete (09 /21) □ Complete ROW Acquisition (12/21) □ Advertise for Construction (1/22) □ Obligate Construction (2/2022) □ Complete Construction (12/2022)		Status: 90% Design at City for Review Beginning 90% design, ROW acquisition, City funding Construction phase in 2022 Internal review of 30% Design. Additional funding acquired for right-of-way acquisition phase. Project progressing toward 30% design. Project survey complete in November. Consultant agreement award at Council. Consultant selection completed. Developing consultant agreement. Staff is completing federal obligation paperwork.	
Next Critical Activities (dates): WSDOT Review (9/21)			
Next Council Actions (dates): ROW Acquisition (09/21)			
Next Public Actions (dates):			

Project: Alder & Kincaid Utility Improvements (19-05)		Project Manager: Jason Van Gilder	Budget: \$TBD
Description: Replacement of utilities in the Alder and Kincaid Right-of-Way in the vicinity of the Red Apple property. Necessary to replace aging infrastructure and support the town center plan redevelopment.			
Schedule/Milestones: ■ Select Design Consultant (10/19) ■ Award Final Design Contract (7/20) □ Bid Award (02/22) □ Construction Complete (03/24)		Status: Design has been put on hold due to the Main Street Visioning work occurring around Heritage Park. Design development work has been completed and staff is recommending a final design contract for council approval. Request for Qualifications were received in August. Staff is working on finalizing the project extents before negotiating a scope and budget with the consultant. Project requirements are being compiled in advance of design consultant selection.	
Next Critical Activities (Dates): Construction Contract Award (2/22)			
Next Council Actions (dates): Construction Contract Award (2/22)			
Next Public Actions (dates):			

Project: 160 th Retrofit and Pervious Sidewalks (19-08)		Project Manager: Andrew Leach	Budget: \$450,000 (State and City funds)
Finance: Ecology and Complete Street Funds			
Description: Installing pervious sidewalks on 160 th that will fill in the sidewalk gap between the YMCA and main Street			
Schedule/Milestones: ■ Selection of Design Consultant (09/19) ■ Design Consultant Contract Award (03/20) □ Design Complete (8/21) □ Construction Contract Award (TBD) □ Construction Complete (TBD)		Status: The 90% design is with Ecology for Review. Design is 30% complete and moving forward to final design. Starting project design. Grant agreement passed by Council. City is working on grant agreement with DOE. Staff is currently reviewing SOQs to select a design consultant for the project.	
Next Critical Activities (dates):			
Next Council Actions (dates):			
Next Public Actions (dates):			

Project: South Tank Seismic Retrofit (19-10)		Project Manager: Jason Van Gilder	Budget: \$2,463,900
Description: Design and construction of an seismic improvements to improve the resiliency of the south tank reservoir.			
Schedule/Milestones: ■ Select Design Consultant (1/20) □ Bid Award (2/21) □ Construction Complete (3/23)		Status: Design is underway. A delay in the design was encountered due to damages to the facilities during the Sumner Grade Fire that prevent the tank from being drained. Design work resumed in March 2021.	
Next Critical Activities (Dates): Construction Contract Award (2/22)			
Next Council Actions (dates): Construction Contract Award (2/22)			
Next Public Actions (dates): N/A			

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

Project: Academy Street Bike Lanes (20-08)	Project Manager: Michael Kosa	Budget: \$ 972,225
Finance: Sound Transit funds (\$875,000)		
Description: Develop an east-west bicycle corridor extending east from the Sumner Sound Transit Station to Wood Avenue.		
Schedule/Milestones: ☒ Grant Agreement Complete (06/20) ☒ RFQ (06/20) ☒ Consultant Agreement Award (10/20) ☒ Preliminary Design Complete (3/21) ☒ Public Outreach (04/21) ☐ Design Complete (12/21) ☐ Construction Contract Award (04/22) ☐ Construction Complete (12/22)	Status: Public Engagement completing, consultant beginning Final Design Consultant beginning conceptual design phase City is evaluating consultant qualifications City has advertised a request for qualifications for a project design consultant.	
Next Critical Activities (dates):		
Next Council Actions (dates): Construction Award (02/22)		
Next Public Actions (dates):		

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

Project: Treatment Facility Access Platforms (21-04)		Project Manager: Jason Van Gilder	Budget: \$135,000
Description: Installation of access platforms at the headworks screens and biosolids dryer.			
Schedule/Milestones: ■ Select Design Consultant (5/21) □ Bid Award (3/22) □ Construction Complete (9/22)		Status: Design is proceeding with the Headworks platform. Design work on the dryer platform screen has been suspended pending further direction on the dryer.	
Next Critical Activities (dates):			
Next Council Actions (dates): N/A			

Project: Aeration Control Upgrade (21-05)		Project Manager: Jason Van Gilder	Budget: TBD (Seeking PSE Energy Saving Grants)
Description: Reprogram the blower operation based on Ammonia levels for increased plant efficiency.			
Schedule/Milestones: ■ Select Design Consultant (5/21) □ Bid Award (TBD) □ Construction Complete (TBD)		Status: The engineer is working on a report suitable for applying for a PSE energy savings grant to help fund the project.	
Next Critical Activities (dates):			
Next Council Actions (dates): N/A			

Project: ESN Salmon Creek Channel Realignment (21-08)		Project Manager: Michael Kosa	Budget: \$ 380,000 (City Storm Funds)
Description: Reconfigure Salmon Creek to new stream channel, modify fish exclusions, and rehab existing culvert under 60th St.			
Schedule/Milestones: ■ Consultant Agreement (6/21) □ Design Complete (1/22) □ Construction Contract Award (4/22) □ Construction Complete (12/22)		Status: Project design underway RFQ Process Completed, Consultant Selected, Design Agreement heading to Council	
Next Critical Activities (dates): Design Complete (1/22)			
Next Council Actions (dates): Approve Consultant Agreement (6/21)			

Project: Auto Lane Sewer Force Main Replacement (21-09)		Project Manager: Jason Van Gilder	Budget: \$300,000
Description: Replace portions of the sewer force main extending from Auto Lane into 166th Avenue E.			
Schedule/Milestones: ■Select Design Consultant (6/21) □Bid Award (3/21) □Construction Complete (12/21)		Status: Auto Lane FM Design Contract Executed on 7/26/2021 Cost estimate prepared on 06/2021	
Next Critical Activities (dates):			
Next Council Actions (dates): N/A			

Project: Sumner Tank Recoating (21-10)	Project Manager: Jason Van Gilder	Budget: \$340,000
Description: Recoating of the Sumner Springs Reservoir.		
Schedule/Milestones: ■ Select Design Consultant (6/21) □ Bid Award (2/22) □ Construction Complete (12/22)	Status: The current schedule anticipates constructing the recoating work in Spring 2021.	
Next Critical Activities (dates):		
Next Council Actions (dates): N/A		

Project: Maple St Ped Signal, Citywide Backplates (21-11)		Project Manager: Michael Kosa	Budget: \$431,000 (95% federal, 5% city general funds)
Description: Upgrade Traffic Ave and Maple St Crosswalk to a pedestrian signal, install signal backplates.			
Schedule/Milestones: ☐ Programming (9/21) ☐ Design Complete (6/22) ☐ Construction Contract Award (12/22) ☐ Construction Complete (9/23)		Status: Project being programed and obligated to begin the design phase	
Next Critical Activities (dates):			
Next Council Actions (dates):			

Project: Treatment Facility Gate Automation (21-12)		Project Manager: Jason Van Gilder	Budget: \$80,000
Description: Automate vehicle access gates at the Waste Water Treatment Facility.			
Schedule/Milestones: ■ Study Begins (8/21) ■ Bid Award (6/21) □ Contraction Complete (10/21)		Status: Project is in progress.	
Next Critical Activities (dates):			
Next Council Actions (dates):			

Project: Biosolids Dryer Repair or Replacement (21-17)		Project Manager: Jason Van Gilder	Budget: TBD
Description: Biosolids Equipment Modernization at the Waste Water Treatment Facility.			
Schedule/Milestones: ☐ Consultant Services Contract (10/21) ☐ Construction Contract Award (TBD) ☐ Construction Complete (TBD)		Status: Staff is drafting a Request for Qualifications to solicit interest from firms in the development, design, and implementation of this project. Project is likely to include the Dryer, Dissolved Air Flotation Thickener, Polymer Feed Systems, and Waste Gas Burner.	
Next Critical Activities (dates):			
Next Council Actions (dates):			

Project: 160th Storm Improvements (RM012)		Project Manager: Robby Wright	Budget: \$524,500
Description: Put existing roadside ditch into piped storm line, reducing iron algae, trash, and maintenance while providing space for future pedestrian route.			
Schedule/Milestones: ■ Construction Award (7/21) □ Construction Complete (12/21)		Status: Contractor onsite as on 7/26/21. Potholing and mobilization taking place. 30 working days for project, contractor expects needing less.	
Next Critical Activities (dates):			
Next Council Actions (dates):			

Project: 24th / 142nd Intersection Treatment (21-20)		Project Manager: Robby Wright	Budget: \$171,100
Description: Add enhanced treatment to untreated storm drains on corner of 142nd and 24th.			
Schedule/Milestones: ☐ Consultant Task Order (7/21) ☐ Construction Start (4/22) ☐ Construction Complete (5/22)		Status: KPG Task Order / contract request in progress. Scope amended to keep within total task order allowance. Expect complete design by end of 2021.	
Next Critical Activities (dates):			
Next Council Actions (dates):			

Project: 63rd St Ct Trunk Line Relocation		Project Manager: Robby Wright	Budget: \$198,900
Description: Reroute existing storm main from under existing building.			
Schedule/Milestones: ☐ Consultant Task Order (9/21) ☐ Design Complete (3/22) ☐ Construction Award (6/22) ☐ Construction Complete (3/23)		Status: Reached out to Mackay Sposito with project description, CIP excerpts, etc. to start working on scope and budget.	
Next Critical Activities (dates):			
Next Council Actions (dates):			

Project: Salmon Creek Culvert Replacements		Project Manager: Robby Wright	Budget: \$609,700
Description: Replacement of remaining culverts on Salmon Creek, downstream of Main. Phase 1 will be design & permitting.			
Schedule/Milestones: ☐ Consultant Contract (12/21) ☐ Bid Award (3/23) ☐ Construction Complete (12/24)		Status: Consultant RFQ planned for fall 2021. 21/22 budget includes funds for preliminary design/permitting	
Next Critical Activities (dates):			
Next Council Actions (dates):			

Small Works Projects

Project: Viewpoint Booster Pump Station – Generator (20-02)		Project Manager: Jason Van Gilder	Budget: \$206,000
Description: Design and installation of a standby power system for the Viewpoint Booster Pump Station			
Schedule/Milestones: ■ Select Design Consultant (1/20) ■ Bid Award (10/20) □ Construction Complete (12/21)		Status: Substantial Completion has been achieved. Design is complete.	
Next Critical Activities (Dates): Construction Contract Complete (9/21)			
Next Council Actions (dates): Construction Acceptance (12/21)			
Next Public Actions (dates): N/A			

Project: LS #11 Hatch Replacement (20-05)	Project Manager: Jason Van Gilder	Budget: \$160,000
Description: Design and installation of replacement hatches for LS #11 in the 16 th Street roadway		
Schedule/Milestones: ☒ Select Design Consultant (5/20) ☒ Bid Award (11/20) ☒ Construction Complete (07/21)	Status: Project is complete. Design is complete.	
Next Critical Activities (Dates): Construction Complete (7/21)		
Next Council Actions (dates): Project Acceptance (9/21)		
Next Public Actions (dates): N/A		

Project: LS #2 and #6 Control Panel Replacement (20-04)	Project Manager: Jason Van Gilder	Budget: \$1,010,000
Description: Design and installation of replacement control panels at lift stations #2 and #6		
Schedule/Milestones: ☒ Select Design Consultant (10/20) ☐ Bid Award (1/22) ☐ Construction Complete (10/22)	Status: Final design is in progress.	
Next Critical Activities (Dates): Construction Contract Award (1/22)		
Next Council Actions (dates): Project Acceptance (2/23)		
Next Public Actions (dates): N/A		

Project: Future Library Site - Main Street Property Demos (W-19-02)		Project Manager: Andrew Leach	Budget: \$272,000
Description: Demolition of three houses on Main Street.			
Schedule/Milestones: ■ Construction Contract Award (03/19) ■ Construction Complete (12/20) □ Soil Remediation Complete (8/21)		Status: The City is waiting for the next quarterly testing period. City will be performing the next round of testing. The City is currently waiting for testing results from the lab. Soil cleanup has begun. Samples are being sent to the lab for testing. The City has executed a task order with GeoDesign to begin soil clean up. The City is reviewing a proposal for the site cleanup. Soil is being tested to find extent of contamination. Demolition and Abatement have been completed. The City is reviewing options for the contaminated soil removal.	
Next Critical Activities: Construction Project Acceptance (08/21)			
Next Council Actions (dates):			

Project: Roadway Paint Line Application (W-21-07)		Project Manager: Michael Kosa	Budget: \$71,050 (General Funds) (2 years of painting)
Description: Complete annual paint pavement marking			
Schedule/Milestones: ■ Verify Painting Schedule (7/21) □ Complete Construction (9/21) □ Select Contractor (7/22) □ Complete Construction (9/22)		Status: County contacted the City to notify of paint shortage, City staff put the work out to bid for contractors, contractor selected and currently being scheduled County to Schedule work in Summer 2021	
Next Critical Activities (dates): N/A			
Next Council Actions (dates): N/A			
Next Public Actions (dates):			

Project: Crack Seal Application (W-21-06)		Project Manager: Andrew Leach	Budget: \$125,000 (General Funds) (2 years of sealing)
Description: Complete crack sealing application to local roads to preserve roadway surfaces			
Schedule/Milestones: ☒ 2021 Project Advertisement (7/21) ☐ 2021 Select Contractor (8/21) ☐ 2021 Construction Complete (09/21) ☐ 2022 Project Advertisement (7/21) ☐ 2022 Select Contractor (7/22) ☐ 2022 Construction Complete (09/22)		Status: 2021 Project is out to bid. Project being set up. Work areas being identified.	
Next Critical Activities (dates):			
Next Council Actions (dates): N/A			

Project: Pavement Patching		Project Manager: Michael Kosa	Budget: \$120,000 (General Funds)
Description: Complete pavement repairs by removing and replacing small sections of failed pavement to preserve roadway surfaces			
Schedule/Milestones: ☐ Project Advertisement (03/22) ☐ Select Contractor (05/22) ☐ Construction Complete (07/22)		Status: Project pushed back to early 2022 Project being set up. Work areas being identified. Project may be pushed back to 2022.	
Next Critical Activities (dates):			
Next Council Actions (dates): N/A			

Other Projects

Project: 142nd Ave Intersection Study (21-06)		Project Manager: Michael Kosa	Budget: \$20,000 (General Funds)
Description: Study intersections to determine where improvements are needed.			
Schedule/Milestones: ☒ Study Begins (5/21) ☐ Study Complete (9/21)		Status: Study underway, complete in August or September	
Next Critical Activities (dates):			
Next Council Actions (dates):			

Project: Intelligent Transportation System (ITS) Study (21-07)		Project Manager: Michael Kosa	Budget: \$35,000 (General Fund)
Description: Analyze existing ITS system citywide, identify and prepare planning level cost estimates for system improvements.			
Schedule/Milestones: ☐ Study Begins (8/21) ☐ Study Complete (12/21)		Status: Consultant selected, negotiating scope for study	
Next Critical Activities (dates):			
Next Council Actions (dates):			