



**FINANCE & PERSONNEL COMMITTEE
MEETING AGENDA
CITY HALL – 1104 MAPLE STREET
OCTOBER 6, 2021 5:30 PM**

Members: Barbara Bitetto, Cindy Hochstatter (Alternate), Charla Neuman, Patrick Reed (Chair)

Staff Liaison: Administrative Services Director Jeff Steffens, Chief Financial Officer Kassandra Raymond

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.

You are invited to a Zoom webinar.

When: October 6, 2021 05:30 PM Pacific Time (US and Canada)

Join Zoom Meeting

<https://sumnerwa-gov.zoom.us/j/89801371870>

Meeting ID: 898 0137 1870

One tap mobile

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Dial by your location

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Meeting ID: 898 0137 1870

Find your local number: <https://sumnerwa-gov.zoom.us/u/kbs2CDu45x>

CALL TO ORDER

Roll Call: Barbara Bitetto, Cindy Hochstatter (Alternate) Charla Neuman, Patrick Reed (Chair)

COMMITTEE BUSINESS

1. Motion - Grant Acceptance (Justice Assistance Grant) (JAG)
2. Motion - LTAC Recommendations
3. Rainier View Covered Court - Consultant Design Contract
4. Discussion: Salary Survey (Non-Represented)

5. Resolution No. XXXX - TY2022 Property Tax Levy
6. Ord No. 2797 - 2021/2022 Biennial Budget Amendment
7. Surplus Authorization
8. Discussion: Utility Billing Status (Moratorium, Support Policy)

REPORTS

1. Monthly Sales Tax Report
2. Recruitment & Negotiation Update

ADJOURNMENT

SUBJECT: Motion - Grant Acceptance (Justice Assistance Grant) (JAG)

CATEGORY: Motion

BUDGET IMPACT:

Expenditure Required: \$31,070

Within Budget Allocation: Pending Amendment

ATTACHMENTS:

1. Sumner Full System Quote 2 RM

STAFF CONTACT: Brad Moericke, Police Chief

SUMMARY BACKGROUND:

In order to comply with HB 1223 (recording of custodial interrogations act) all adult felony or any juvenile recordings conducted inside a police facility on or after January 1, 2022 must be both audio and video recorded in order to be admissible as evidence in a criminal proceeding. Currently our two interview rooms are video recorded (not audio) and stored on the city DVR system. The attached quote is a standalone recording system designed for police interrogations/interviews.

We have applied for funding through a Justice Assistance Grant (JAG) administered by the Department of Commerce. We received notification on 09/21/2021 that our project has been recommended for full funding. Once we receive the grant documentation, we'll schedule the acceptance for Council action.

COUNCIL COMMITTEE/STUDY SESSION:

MEETING/STUDY SESSION DATE: 10/6/2021

COMMITTEE RECOMMENDATION:

STAFF RECOMMENDATIONS/MOTION:

Recommend City Council accept the funding and authorize the Mayor to execute contract documents.

Project Quote

From: **Tel-Sound**
Po Box 3782
Landers Ca 92285
Moble (760)578 5224

Date:5/28/2021

To: **Sumner PD WA.**
1104 Maple Street
WA.98390

Project: Case Cracker
Prepared By James Driggs
Email clcnetcalls@yahoo.com

	ITEM	Qty	Unit	Unit Total
CCO-L-IP	The interview-in-progress kit includes: an illuminated "in use" sign to warn others that a live recording is in progress, an interior room light indicating that all components are operating as expected, and a momentary wall switch to start and stop the recording. 3-year warranty included	2	\$ 635.00	\$ 1,270.00
CCO-L-CAM	Covert or Overt Camera Options: Dome, PIR, Thermostat or Pan-Tilt-Zoom. 3-year hardware warranty included.	2	\$ 1,505.00	\$ 3,010.00
CCO-L-FLAG	The Flagging Kit: includes a momentary contact switch that when pressed places an index flag in the video recording. The button is to be placed close proximity to the interviewer. 3-year hardware warranty included.	2	\$ 85.00	\$ 170.00
CCO-LITE-STD-1	CaseCracker Onyx Lite: Standard two room includes a server complete 2TB of storage, (2) room controller and power supply, (2) wall or ceiling microphone, and (2) IP camera: covert PIR (1080p), covert thermostat 720p), dome (1080p), or PTZ (720p). 3-years of software support and hardware warranty included.	1	\$ 20,150.00	\$ 20,150.00
		Material Total		\$ 24,600.00
CCO-L-EW	1 Year of Extend Waranty (Loyalty Program)	1	0	0
Install Labor	Case Cracker Installation: Per Room Will include all products supplied by Case Cracker all wire, mount's,fasteners other materials. Programming setup and training. Will work with IT Manager (if needed) to add system to existing network.	1	\$ 3,800.00	\$ 3,800.00
State tax exempt certification number must be provided for this quote to be valid. At time of purchase order.				
		Grand Total		\$ 28,400.00

SUBJECT: Motion - LTAC Recommendations

CATEGORY: Motion

BUDGET IMPACT:

Expenditure Required: None

Within Budget Allocation: N/A

ATTACHMENTS:

STAFF CONTACT: Carmen Palmer, Communications Director

SUMMARY BACKGROUND:

Discuss projects/funding recommended by the Lodging Tax Advisory Committee and seeking confirmation by the City Council.

- \$13,000 for Stay in Sumner to fulfill Pierce County funding
 - \$1,000 Ryan House cost estimate
 - \$40,000 balance Wayfinding signs
 - \$25,000 Main Street Vision design—Alley Activation
 - \$125,000 Ryan House landscaping (est. \$250-500K total)
 - \$100,000 Main Street Vision—Heritage Park Design
 - \$2,000 - SMSA Itineraries coordinate with Stay in Sumner
 - \$2,000 – SMSA annual update on Light Up Main
-

COUNCIL COMMITTEE/STUDY SESSION: Finance & Personnel Committee

MEETING/STUDY SESSION DATE: 10/5/2021

COMMITTEE RECOMMENDATION:

STAFF RECOMMENDATIONS/MOTION:

Recommend spending up to \$308,000 in Sumner's Hotel-Motel Occupancy Tax.

SUBJECT: Rainier View Covered Court - Consultant Design Contract

CATEGORY: Consent

BUDGET IMPACT:

Expenditure Required: \$119,616.00

Within Budget Allocation: Yes

ATTACHMENTS:

1. Contract with Scope & Fee
-

STAFF CONTACT: Andrew Leach, Public Works Manager, Michael Kosa, City Engineer

SUMMARY BACKGROUND:

This project consists of renovating the basketball court at Rainier View Park. The court will be covered with a new roof to encourage use in all weather conditions and include ADA upgrades. The court will also be painted to accommodate basketball, volleyball and pickle ball courts. The City has received grant funding from RCO and Washington State's Local Community Project Program.

After a public request for qualifications solicitation to perform the design of this project, qualifications from two (2) firms were received. City Staff reviewed the qualifications and found BCRA to be qualified to do this work. A negotiated scope and budget have been prepared with a total contract amount of \$119,616.00.

COUNCIL COMMITTEE/STUDY SESSION: Finance & Personnel Committee

MEETING/STUDY SESSION DATE: 10/6/2021

COMMITTEE RECOMMENDATION: Do Pass

STAFF RECOMMENDATIONS/MOTION:

A motion authorizing the Mayor and City Administrator to execute all necessary contract documents with BCRA, in an amount not-to-exceed \$119,616.00 for the Rainier View Covered Court (CIP18-04), substantially in a form approved by the City Attorney.

PROFESSIONAL/CONSULTANT SERVICES CONTRACT

between the CITY OF SUMNER and

BCRA

THIS CONTRACT is made between the CITY OF SUMNER, a Washington municipal corporation (hereinafter the "City"), and BCRA, organized under the laws of the State of Washington, located and doing business at 2106 Pacific Ave, Suite 300, Tacoma, WA 98402, 253-314-0178 (hereinafter the "Consultant")(collectively, the "Parties").

I. DESCRIPTION OF WORK.

Consultant shall perform the following services for the City in accordance with the attached scope of work/engagement letter:

See Exhibit A. Should any provision of Consultant's scope of work/engagement letter conflict with any provision of this agreement, this agreement shall govern.

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

II. TIME OF COMPLETION. The Parties agree that work will begin on the tasks described in Section I above immediately upon the effective date of this Contract. Upon the effective date of this Contract, Consultant shall complete the work described in Section I by December 31, 2022.

III. COMPENSATION.

- A. The City shall pay the Consultant a fee not to exceed \$ 119,616.00 for the services described in this Contract. This is the maximum amount to be paid under this Contract for the work described in Section I above, and shall not be exceeded without the prior written authorization of the City in the form of a negotiated and executed amendment to this Contract.
- B. The Consultant shall submit monthly invoices, unless otherwise agreed in writing by the City. The City shall, upon receipt of Consultant's monthly invoice, process payment in accordance with the City's standard payment schedules, but in no event less than forty-five (45) days after receipt of monthly invoice, unless it has provided a written dispute of the invoice (in whole or part) to the Consultant in a timely manner.

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

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

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

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

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

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

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

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

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

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

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

2. Commercial General Liability insurance shall be written on ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, independent contractors and personal injury and advertising injury. The City shall be named as an additional insured under the Consultant's Commercial General Liability insurance policy with respect to the work performed for the City.
3. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.
4. Professional Liability insurance appropriate to the Consultant's profession in the legal services industry.

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

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

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

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

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

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

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

X. OWNERSHIP AND USE OF RECORDS AND DOCUMENTS. Original documents, drawings, designs, reports, or any other records developed or created under this Contract shall belong to and become the property of the City; provided, however, the Consultant has the right, subject to confidentiality, to use the Consultant's work product for internal instructional and other purposes (including as an anonymized template for subsequent work product for the City or other clients). All records submitted by the City to the Consultant will be safeguarded by the Consultant. The Consultant shall make such data, documents, and files available to the City upon the City's request. The City's use or reuse of any of the documents, data and files created

by the Consultant for this project by anyone other than the Consultant on any other project shall be without liability or legal exposure to the Consultant.

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

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

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

XIV. MISCELLANEOUS PROVISIONS.

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

B. Resolution of Disputes and Governing Law.

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

2. Applicable Law and Jurisdiction. This Contract shall be governed by the laws of the State of Washington. Although the agreed to and designated primary dispute resolution method as set forth above, in the event any claim, dispute or action arising from or relating to this Contract cannot be submitted to arbitration, then it shall be commenced exclusively in the Pierce County Superior Court or the United States District Court, Western District of Washington as appropriate. In any claim or lawsuit for damages arising from the parties' performance of this Agreement, each party shall pay all its legal costs and attorney's fees incurred in defending or bringing such claim or lawsuit, in addition to any other recovery or award provided by law; provided, however, nothing in this paragraph shall be construed to limit the City's right to indemnification under Section VII of this Contract.

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

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

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

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

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

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

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

J. Consultant's Employees – Employment Eligibility Requirements (E-Verify).
The Consultant and any subcontractors shall comply with E-Verify as set forth in Sumner Municipal Code Chapter 3.30. E-Verify is an Internet-based system operated by United States Citizenship and Immigration Services in partnership with the Social Security Administration. E-Verify is free to employers and is available in all 50 states. E-Verify provides an automated link to federal databases to help employers determine employment eligibility of new hires and the validity of their Social Security numbers. The Consultant shall enroll in, participate in and document use of E-

Verify as a condition of the award of this contract. The Consultant shall continue participation in E-Verify throughout the course of the Consultant's contractual relationship with the City. If the Consultant uses or employs any subcontractor in the performance of work under this contract, or any subsequent renewals, modifications or extension of this contract, the subcontractor shall register in and participate in E-Verify and certify such participation to the Consultant. Upon execution of this Contract, the Consultant shall provide proof of compliance with this section by filling out and signing the attached Certification of Compliance with Sumner's Municipal Code 3.30 "E-Verify" attached hereto as Exhibit B.

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

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

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

CONSULTANT: By: _____ <i>(signature)</i> Print Name: _____ Title: _____ <i>(Title)</i> DATE: _____	CITY OF SUMNER: By: _____ <i>(signature)</i> Print Name: <u>William Pugh</u> Its <u>Mayor</u> <i>(Title)</i> DATE: _____ By: _____ <i>(signature)</i> Print Name: <u>Jason Wilson</u> Its <u>City Administrator</u> <i>(Title)</i> DATE: _____ Approved as to Form: Attest: _____ Approved as to form: _____ City Clerk _____ City Attorney _____ DATE: _____ DATE: _____
NOTICES TO BE SENT TO: CONSULTANT: Kent McLaren, Architect, Senior Associate BCRA 2106 Pacific Ave, Suite 300 Tacoma, WA 98402 253-314-0178 kmclaren@bcradesign.com	NOTICES TO BE SENT TO: CITY OF SUMNER: Andrew Leach, Public Works Manager City of Sumner 1104 Maple Street Sumner, WA 98390 253-299-5714 Andrewl@sumnerwa.gov

September 30, 2021

Derek Barry, Public Works Manager
City of Sumner
1104 Maple Street
Sumner, WA 98390

Sent VIA Email: derekb@sumnerwa.gov

RE: Sport Court Shelter at Rainier View Park
15603 Meade McCumber Rd E; Sumner, WA
Revision4 - Proposal for Design Development through Project Close-out
BCRA Project No. 21057.00.00

Dear Derek:

BCRA is pleased to present the following Proposal to provide design services for your sport court shelter located at Rainier View Park, 15603 Meade McCumber Rd E in Sumner, WA.

Project Description

BCRA understands this project includes final execution of schematic design concepts completed in 2018. Services include Design Development through Project completion and Close-out.

The new sport court shelter is to be constructed over the location of the existing basketball court. The canopy will be approximately 6,000 sf in area, 60' x 100' with a clear interior height of approx. 24 feet. -to cover an NBA regulation sized basketball court. It will be built of non-combustible construction materials. The shelter will also support pickle ball courts and a volleyball court. Basketball backboards will be supported by the overhead structure, six (6) total. The roof will include daylight features. Interior LED lighting will be required, set on a timer, and security lighting activated with a motion sensor. Due to non-combustible construction type, no fire sprinkler system is included.

The gross area of new construction shall not exceed the area of the existing concrete slab, and storm water may be conveyed to existing on-site catch basins. No enhancement of the existing storm system, nor downstream analysis of storm water capacity of the municipal system is included. A small amount of new hard surfacing will be added on the south side of the court to provide ADA access from the adjacent paved pathway to the court. A cost estimate will be prepared to accompany design drawings.

Summary Scope of Services

The scope of this proposal is to provide design documentation to support permitting and a public bid process to select a General Contractor. Also included is Construction Administration Services. Consulting disciplines within this scope of work include Architecture, Structural, Civil and Electrical Engineering, and Cost Estimating. This proposal also includes a Geotechnical engineering report.

Other consultants may be required to complete the design services required for this project.

Please see the attached detailed scope of services for more information.

Fees:

Scope of Services	Architect BCRA	Civil Engineer BCRA	Structural Engineer BCRA	Electrical Engineer SAZAN	Cost Est. ACKER	Geotech Geo Eng.	Topo /Survey Lanktree	Total
20 Design Development	\$6,435 (H)	-	-	\$1,760	-	-	-	\$8,195
30 Construction Documents	\$16,430 (H)	\$14,960 (H)	\$15,900 (H)	\$4,400	\$2,083 (H)	-	-	\$53,773
40 Bid/Permitting	\$1,485 (H)	\$4,630 (H)	\$1,950 (H)	-	-	-	-	\$8,065
50 Construction Administration	\$5,480 (H)	-	\$5,600 (H)	-	-	-	-	\$11,080
50 Close-out	\$1,600 (H)	\$870 (H)	-	-	-	-	-	\$2,470
Sub-Total	\$31,430	\$20,460	\$23,450	\$6,160	\$2,083	-	-	\$83,583
999 Incidental Expenses	-	-	-	-	-	-	-	\$3,343
80 Contingent Add'l Svcs	TBD (H)	TBD (H)	TBD (H)	-	-	\$13,440	\$9,250	\$22,690
81 Mgmt Reserve	\$10,000	-	-	-	-	-	-	\$10,000
Project Total	-	-	-	-	-	-	-	\$119,616

All fees above are Fixed Fee, unless noted with an 'H'. Fees noted with an 'H' are hourly, with an estimated budget. Subconsultant fees include a 10% mark-up. Hourly rates are subject to an annual increase of \$5 per hour, effective January 1 of each year. Please see Exhibit J – Hourly Fee Breakdown Chart for fee breakdown details.

Incidental expenses cover costs for the ordinary production of the work, including normal printing and plotting, computer and software costs, and single-day travel and mileage expenses. Incidental expenses are a fixed fee, calculated at approximately 4% of the total professional services fees, and will be billed as a percent complete with the progress of the work.

Management Reserve will only be used with the approval of the City.

Overall Project Assumptions

1. BCRA's scope includes services for Architecture, Civil Engineering, Landscape Architecture, Structural and Electrical Engineering, and Cost Estimating. Client will engage additional design consultants as needed. Client to engage additional design consultants by 50% schematic design.
2. Project meetings may be in person and/or via teleconferencing as determined by project team and in accordance with CDC and state/local health recommendations
3. Client hired consultants will provide all documents including drawings, specifications, reports and other supporting documents as required relating to their specific work. Specific work scopes will be coordinated by BCRA to avoid gaps or overlap of responsibilities between disciplines.
4. Deliverables will be sent to client via electronic file exchange. Printing and delivery of hard copies will be billed as reimbursable expenses at cost plus 12% and will be sent only upon client's request.
5. Additional items not identified in the Scope of Services herein, including but not limited to additional submittals, deliverables or meetings are considered additional service. Written notice will be given to the Client and approval obtained prior to work being done.
6. The following are not anticipated or included:

- a. State and federal level permitting services beyond those described herein
 - b. Preparation of documents and presentations to governmental agencies including but not limited to: landmarks commissions, zoning boards, boards of standards and appeals, local planning boards
 - c. LEED or Sustainable Sites Initiative documentation or a design to meet specific requirements outside of local municipal code.
7. Time is not included for modifications, beyond minor adjustments, to drawings that have been previously approved or are substantially finished. This includes, but is not limited to changes to the plans, elevations, sections or details, as well as the selection of new color and materials specifications or substitution for any material previously approved.
8. This proposal does not include response to any substantive plan review comments from the City of Sumner necessary for a resubmittal / response required for permit approval.
9. Time is not included for value engineering and other owner/contractor requested document revisions beyond final Design Development Phase approval.
10. Client will address specification and procurement of outdoor furniture, fixtures and equipment (FF&E).
11. Time is not included for bid and construction RFI's that are invalid with requested information already provided in the construction documents or caused by contractor errors during construction.
12. Contractor will provide as-built documents representing revisions and field conditions.

Schedule:

The project schedule on which this proposal is based will proceed immediately upon approval of this proposal. Preconstruction services can be completed within 4 months. Permitting duration is expected to be 6 to 8 weeks and construction duration assumed to be 4 months. See Exhibit H for more detail.

Closing:

Thank you again for the opportunity to work with the City of Sumner. Once we have finalized this scope of work with you, please send us the City of Sumner's General Conditions agreement, which will govern this scope of work. Please feel free to contact me if you have any questions. We look forward to speaking with you soon.

Sincerely,



Kent McLaren, Architect
Senior Associate, BCRA

Approved:

Client Signature

Date

Attachments

- Exhibit A – Architectural Scope of Services
- Exhibit B – Civil Engineering Scope of Services
- Exhibit C – Structural Engineering Scope of Services
- Exhibit D – Electrical Engineering Scope of Services - Sazan
- Exhibit E – Consulting Scope of Services - Acker
- Exhibit F – Contingent Additional Scope of Services – Geo Engineers
- Exhibit G – Survey Scope Exhibit / Map of Park
- Exhibit H - Schedule / Milestone Worksheet
- Exhibit I – Survey / Property Summary
- Exhibit J – Hourly Fee Breakdown Chart
- Exhibit K – BCRA Billing Rate Sheet

EXHIBIT A ARCHITECTURE SCOPE OF SERVICES

Phase 20 – Design Development

Task A1 – Architecture

During this phase, BCRA will meet with the Owner to further develop coordination drawings illustrating proposed detailing, finish materials and colors and other design decisions. The following activities will be performed:

1. Coordinate with structural engineers.
2. Develop building areas and code compliance design components. Review updates required for project and budget concerns.
3. Review, coordinate and finalize building systems, performance criteria and associated products for details and specifications to include the following:
 - a. Construction type, materials and finishes
 - b. Structural Coordination
 - c. Electrical Coordination
 - d. Accessibility
4. Document Requirements of Authorities Having Jurisdiction (AHJ).
 - a. Review of codes and regulations and provide relevant information related to design
 - b. Review of plans with AHJ to verify understanding of requirements
 - c. Drawings showing code related information and how the design addresses codes and regulations

Meetings:

- *Two meetings with the Client and consultants*

Assumptions:

- *Duration for this phase will be 4 weeks*
- *Client will provide comment and/or approval within two weeks of receipt of deliverables; this is necessary to keep the project on schedule*

Deliverables:

- *Progress reports*
- *Meeting agendas and notes*
- *Abbreviated Schematic Design document set illustrating scope of restoration work*

Phase 30 – Construction Documents

Task A1 – Architecture

Upon approval of the design development documentation, prepare, for Sumner Public Works approval, a set of Contract Documents (working drawings and specifications) suitable for bidding and general construction. Develop the Construction Document drawings to the level suitable for permit submittal to the Authority Having Jurisdiction (AHJ), bidding and construction. The following activities will be performed:

1. Finalize building code summary for submittal to the AHJ.
 - a. Provide a formal and complete review comparing building data to code requirements.
 - b. Identify submission / review requirements and coordinate submissions
 - c. Construction type, materials and finishes
 - d. Civil/Site Coordination
 - e. Structural Coordination
 - f. Electrical, Coordination

2. Fully develop drawings, details, schedules and calculations necessary for permitting and construction.
 - a. Compile a coordinated set of drawings and specifications of building and systems for base requirements and add alternates
 - b. Incorporate all revisions required from the Owner at design development document level, program manager and peer reviews
3. Construction set to include drawings with bid RFI's addressed, plus final permit review comments incorporated and Client approval.
4. Quality control review to confirm documentation is compliant with codes, standards and other requirements. Resolve and document all revisions required from owner, program manager and peer review comments

Meetings:

- *Two meetings are anticipated*
- *One Final Review meeting to finalize spaces*

Assumptions:

- *Duration for this phase will be 8 weeks*
- *Client will provide approval of all drawings*
- *The following specification sections are not included:*
 - *Division 0 – by client*
 - *08 7400 Access Controls – by client's or general contractor's access control consultant*
 - *USGBC/LEED documentation and certification*
 - *Hazmat & Environmental Specs*

Deliverables:

- *Progress reports*
- *Construction Document drawings*

Phase 40 – Permitting**Task A1 – Architecture**

Prepare and submit permit documents and applications. The following activities will be performed:

1. Provide stamped plans to AHJ as required
2. Provide responses and resolve issues from AHJ comments

Time is included for 1 round of permit resubmittal and response to comments. Depending on City of Sumner plan reviewer comment rounds, additional fees may be required and will be submitted as an additional service request if needed.

Assumptions:

- *Duration for preparing permit documents is approximately 6 weeks. Duration for the overall permitting phase will depend on the City of Sumner process.*
- *Client will provide response, as needed from owner's perspective, within one week of receipt of county comments*

Deliverables:

- *Permit drawings with all AHJ required submittal documents.*
- *One round of drawing revisions per city comments.*

Phase 50 – Construction Administration

A1 – Architecture

Provide basic scope of services for Construction Administration. The following activities will be performed:

1. Respond to valid construction RFI's. Valid construction RFI's include questions for items not found in the construction documents, ASI or previous RFI answers.
2. Review only required submittals identified in the specifications. One review is included per submittal. Review of rejected and resubmitted submittals that did not comply with the specifications will be an additional service.
3. Fee is equivalent to 0.07 FTE / average 11 hrs. per month for a total of 44 hours, with an additional 12 hrs. planned for close-out requirements. Hours will vary month to month depending on the stage of construction.

Meetings:

- *None included*

Assumptions:

- *Duration for this phase will be 4 months*
- *Submittals will be answered within 5 working days of receipt by BCRA. RFI will be answered within 3 working days. Should the contractor require acceleration of these time frames to fit their schedule, an add service request for additional fees will be sent to the client for approval for the impact the acceleration has on other projects BCRA is performing CA services on.*
- *Construction administration services in Contingent Additional Services below are not included in this phase. Should it be necessary to perform these additional services, approval will be obtained and an add service request submitted in writing prior to proceeding with the work.*
- *Client will provide response, as needed from owner's perspective, within 2 business days of receipt of construction RFI's, submittals or questions*

Deliverables:

- *Updated drawings per RFI's*

Contingent Additional Services

Phase 80 – Additional Construction Administration (Services will be provided on an hourly basis)

Task A1 – Architecture

The following activities may be needed. Should it be necessary to perform these additional services, approval will be obtained and an add service request with an estimated fee will be submitted in writing prior to proceeding with the work.

1. Substitution requests during construction.
2. Additional site visits to verify punch list items if completed beyond the one scheduled substantial completion architectural site visit.
3. Accelerated schedule by the general contractor necessitating submittal responses in less than 5 working days.
4. Substitution requests causing extensive redesign of existing drawings.
5. Client requested design changes.
6. Extended construction duration beyond Contract Time.
7. Multiple reviews of corrected and/or revised submittals.

EXHIBIT B CIVIL ENGINEERING SCOPE OF SERVICES

Phase 30 – Construction Documents

Task C1 – Civil Engineering

Develop the Construction Document drawings to the level suitable for permit submittal to the City of Sumner, bidding and construction. The following activities will be performed:

1. Visit site to observe existing conditions.
2. Review survey information.
3. Coordinate with team on site layout, grading, and power service.
4. Prepare civil engineering plans for permit submittal to City of Sumner including:
 - a. Civil general notes sheet
 - b. Demolition and TESC plan
 - c. Site plan
 - d. Grading and storm drainage plan
 - e. Site construction details
5. Prepare Stormwater Site Plan for City of Sumner permit submittal including:
 - a. Storm report
 - b. Construction Stormwater Pollution Prevention Plan (SWPPP)
6. Submit 35% progress plan set to City of Sumner for review.
7. Prepare technical specifications for civil related work.
8. Quality control review to confirm documentation is compliant with codes, standards and other requirements. Resolve and document all revisions from quality control review.
9. Review civil engineering related portions of cost estimate.
10. Attend meeting with City of Sumner to review final design.

Meetings:

- *Two meetings are anticipated*

Assumptions:

- *The design will not change significantly from the schematic design package*
- *Project will be designed under the 2014 Department of Ecology Stormwater Management Manual for Western Washington as adopted by City of Sumner*
- *Duration for this phase will be 6 weeks*

Deliverables:

- *35% progress plan set*
- *Civil engineering permit documents*
 - *Plans*
 - *Stormwater Site Plan*
 - *SWPPP*
- *Technical specifications*

Phase 40 – Permitting

Task C1 – Civil Engineering

Prepare and submit permit documents and applications to the City of Sumner. The following activities will be performed:

1. Submit stamped plans and reports to City of Sumner as required.
2. Respond to comments from City of Sumner. Responses will include revisions to civil engineering plans and reports as well as written responses.
3. Prepare construction set for bid advertisement that includes final permit review comments and Public Works review comments incorporated.
4. Respond to 1 bid question

Assumptions:

- *Duration for preparing permit documents is approximately 6 weeks. Duration for the overall permitting phase will depend on the City of Sumner process*
- *Time is included for 1 round of permit resubmittal and response to comments. Depending on City of Sumner plan reviewer comment rounds, additional fees may be required and will be submitted as an additional service request if needed*

Deliverables:

- *One round of drawing revisions per city comments*
- *One bid question response*
- *Civil engineering documents for bid advertisement incorporating City of Sumner permit comments:*
 - *Plans*
 - *SWPPP*

Phase 60 – Closeout

C1 – Civil Engineering

Provide project closeout assistance. The following activities will be performed:

1. Compile final project documents.
2. Coordinate project closeout with City of Sumner.

Meetings:

- *None anticipated*

Deliverables:

- *Final project documents*

Contingent Additional Services

Phase 80 – Additional Construction Administration (Services will be provided on an hourly basis)

Task C1 – Civil Engineering

The following activities may be needed. Should it be necessary to perform these additional services, an add service request will be submitted in writing and approval obtained prior to proceeding with the work.

1. Additional site visits to verify punch list items if completed beyond the one scheduled substantial completion civil site visit.
2. Accelerated schedule by the general contractor necessitating submittal responses in less than 5 working days.

3. Client requested design changes.
4. Extended construction duration beyond Contract Time.
5. Multiple reviews of corrected and/or revised submittals.

EXHIBIT C STRUCTURAL ENGINEERING SCOPE OF SERVICES

Phase 30 – Construction Documents

Task S1 – Structural Engineering

Upon approval of the design development documentation, develop the Construction Document drawings to the level suitable for permit submittal, bidding, and construction. The following activities will be performed:

1. Coordinate building systems, performance criteria, associated details, products and specifications.
2. Confirm requirements on plans and sections are provided for major structural components.
 - a. Detail the construction type, materials and finishes
 - b. Confirm coordination with the following disciplines:
 - i. Civil/Site
 - ii. Architectural
 - iii. Electrical
 - iv. Geotechnical
3. Finish drawings, details, schedules and calculations necessary for permitting and construction. Construction documents include changes made during permitting review and will be approved by the Client.
4. We anticipate the foundation system to be conventional shallow spread footings. The city of Sumner is in an area susceptible to large static and seismic settlements. If special soil improvement and/or special foundations are required, BCRA will notify you before performing work of additional scope and fees.

Meetings:

- *Two meetings are anticipated*
- *One Final Review meeting to finalize spaces*

Assumptions:

- *Duration for this phase will be 6 weeks*
- *Client will provide approval of all drawings*

Deliverables:

- *Permit Documents*
- *Construction Documents*

Phase 40 – Permitting

Task S1 – Structural Engineering

Structural Engineer will provide a response to the City during the permitting process.

1. Respond to permit comments
2. Update drawings and calculations based on permit comments
3. Coordinate with other discipline comments

Meetings:

- *None anticipated*

Assumptions:

- *Duration for this phase is estimated to be 6 weeks*

- *Due to the unpredictable nature of agency review timelines and plan review comments, services are being quantified with estimated hours. Should it be necessary to exceed the budgeted time, approval will be obtained and an add service request submitted in writing prior to proceeding with the work.*
- *BCRA has budgeted 12 hours for this phase*
- *Client will provide response, as needed from owner and/or contractor's perspective, within one week of receipt of city comments*

Deliverables:

- *Up to one round of drawings revisions per building permit review comments*

Phase 50 – Construction Administration

Task S1 – Structural Engineering

Provide basic scope of services for Construction Administration. The following activities will be performed:

1. Respond to valid construction RFIs.
2. Review only required submittals identified in the specifications.
3. Conduct Structural site visits.

Meetings:

- *None anticipated*

Assumptions:

- *Duration for this phase will be 4 months*
- *We will perform up to 2 site visits*
- *BCRA has budgeted 44 hours for this phase. Should more hours be necessary, a written request will be given to the Client prior to proceeding with the work*
- *Client will provide response, as needed from owner and/or contractor's perspective, within 3 days of receipt of construction RFI's, submittals or questions*

Deliverables:

- *Reviewed submittals*
- *Responded RFIs*

Contingent Additional Services

Phase 80 – Additional Construction Administration (Services will be provided on an hourly basis)

Task S1 – Structural

The following services are likely to occur based on our professional experience. It is suggested that the Owner have contingency fees in place should the following be necessary to perform. BCRA will send a written request for approval prior to performing the following scope of work.

1. Provide additional CA services beyond the estimated time.
2. Substitution requests during bid and construction.
3. Review of bid and construction RFI's that are invalid with requested information already provided in the construction documents or caused by contractor errors during construction.
4. Additional site visits as requested by client and contractor.
5. Additional coordination meetings with consultants after construction start.



September 28, 2021

Kent McClaren

BCRA, Inc.

2106 Pacific Avenue, Suite 300
Tacoma, WA 98402

Project Rainier View Park – Sport Court - Sumner, WA

Subject: Sport Court Electrification
Electrical Engineering Consulting Services

Dear Kent,

Thank you for inviting Sazan Group to submit a proposal to provide design build performance specifications for electrical engineering consulting services for the Sport Court lighting and power at the Rainier View Park Sport Court.

SCOPE OF SERVICES

- A. Sazan will provide a non-destructive, field investigation of the sport court site and the auxiliary building housing the existing electrical panel and the existing electrical systems.
- B. Provide a Design Build Performance Specification for assistance in designing the Sport Court Lighting and Power requirements.

ASSUMPTIONS AND EXCEPTIONS

- A. No drawings are anticipated.
- B. All engineering design and the Engineer of Record will be provided by the successful Electrical Contractor for the project.
- C. Electrical service to the site has capacity to accept the added electrical load. This will be verified by the Engineer of Record.
- D. Existing electrical equipment meets current codes. This will be verified by the Engineer of Record.
- E. Electrical demand metering as required per NEC for adding electrical loads to existing electrical equipment will be performed by the successful Electrical Contractor for the project.

CONSULTING SERVICES FEE

The Electrical Design Fee is offered as an hourly to a maximum fee not to be exceeded without prior authorization and is to provide a design build performance specification. If Design Review or Construction Administration services are desired, it will exceed the maximum fee noted below.

600 Stewart Street
Suite 1400
Seattle, Washington 98101
Tel 206.267.1700

111 SW Fifth Avenue
Suite 3210
Portland, Oregon 97204
Tel 503.416.2400

311 East Veterans Way
Suite 102
Tempe, Arizona 85281
Tel 480.201.3243

sazan.com

On-Site, Nondestructive Electrical Field Investigation 8 hours x \$200 / hr.	\$1,600
Electrical Design Build Performance Specification 20 hours x \$200 / hr.	\$4,000
Total Fee:	\$5,600

We appreciate the opportunity to provide engineering consultant services.

Sincerely,

Säzän Group, Inc.



Niels Fallisgaard
Senior Project Manager



Bill Acker Consulting Services*Information Generated from Practical Experience in the Current Market Place*

PHONE (360) 895-1756 • FAX (360) 874-2062

P.O. BOX 1213

GIG HARBOR, WA 98335

LICENSE I.D. #601 251 567

July 19, 2021

BCRA
2106 Pacific Avenue, Suite 300
Tacoma, WA 98402

Dear Kent McLaren:

Thank you for considering the use of my estimating services on a contract documents level estimate and review for a new covered courts shelter at Rainier View Park in Sumner, WA. My proposed fee budget would be 15 hours x \$124.00 per hour, or \$1,860.00, based on an hourly not-to-exceed basis, where the invoice could come in less depending on how smooth things go but would not exceed \$1,860.00. Full construction costs would be covered, including both the building shelter and accompanying site work.

I thank you again for the consideration. Please do not hesitate to call if you have any questions, or additional information is desired.

Sincerely,



Bill Acker

Bill Acker Consulting Services



1101 South Fawcett Avenue, Suite 200
Tacoma, Washington 98402
253.383.4940

August 19, 2021

BCRA
2106 Pacific Avenue
Tacoma, Washington 98402

Attention: Ben Dort PE, LEED AP

Subject: Proposal
Geotechnical Engineering Services
Rainier View Park Play Shelter
Sumner, Washington
File No. 0588-017-00

INTRODUCTION AND PROJECT UNDERSTANDING

GeoEngineers, Inc. (GeoEngineers) is pleased to present this proposal to provide geotechnical engineering services to support design and construction of the proposed Rainier View Park Play Shelter. The project site is located at 15603 Meade McCumber Road East in Sumner, Washington. Our understanding of the project is based on information provided including a schematic design package dated July 3, 2018 and our conversations with you.

The project scope includes construction of a steel-framed play shelter located in the area of Rainier View Park currently developed with a concrete basketball court. We understand that a new multi-sport play court will be constructed under the shelter. The proposed structure will likely be supported on shallow spread footing foundations. Stormwater infiltration facilities may be constructed as part of the project and if included, would likely consist of permeable pavement areas. Stormwater facilities will be designed in accordance with the 2014 Department of Ecology Stormwater Management Manual for Western Washington (SWMMWW), which has been adopted by the City of Sumner.

Based on our experience in the area, the project site is likely underlain by alluvial soils, which locally can contain soft silt and peat. These materials are highly compressible and could settle under the weight of the proposed structure. To characterize soil conditions within the typical zone of influence of lightly loaded shallow foundations and investigate if peat or other compressible materials are present, we recommend that test pits be completed at the site.

SCOPE OF SERVICES

The purpose of our services is to complete subsurface investigations to use as a basis for developing geotechnical recommendations to support design and construction of the project. Our specific scope of services includes:

1. Review existing in-house information on subsurface conditions at the site and in the project vicinity.
2. Mark out and stake potential test pit locations and coordinate clearance of existing utilities. We will contact the “One-Call Underground Utility Locate Service” prior to beginning explorations. We will also hire a private utility locate service to sweep the work area to check for conductible utilities not identified during the “One-Call” process.
3. Explore subsurface conditions at the site by excavating four test pits in the area of the proposed play shelter. Excavation of the test pits will be completed using a rubber tired backhoe subcontracted to GeoEngineers.
4. Perform laboratory tests on selected soil samples obtained from the test pits. Laboratory testing is expected to consist of moisture content determinations, organic content determinations, Atterberg Limit tests and grain-size analyses.
5. Provide a summary of site soil and groundwater conditions based on our review, explorations and testing.
6. Provide our opinion on suitable seismic design criteria based on the 2018 International Building Code (IBC) guidelines, including site class. We will also provide our opinion on the risk of liquefaction, lateral spreading and surface fault rupture occurring at the site. We will provide a qualitative assessment of liquefaction risk, based on our experience in the project area. A quantitative liquefaction assessment is beyond the scope of this proposal.
7. Provide recommendations for site preparation and earthwork. We will discuss temporary erosion and sedimentation controls, temporary slopes, estimated stripping and clearing depths, subgrade preparation, fill placement and compaction requirements, suitability of on-site material for use as structural fill, import fill requirements, wet weather considerations, groundwater handling and site drainage.
8. Provide design recommendations for shallow foundations. We will provide bearing surface preparation recommendations (including overexcavation depth, if necessary), minimum recommended size, allowable bearing pressures, estimates of settlement based on projected loads, and allowable passive soil pressures and friction for resisting lateral loads.
9. Provide design considerations for slab-on-grade design, including subgrade preparation, modulus of subgrade reaction and capillary break thickness and materials.
10. Provide a discussion of suitability of site soils for stormwater infiltration, including preliminary estimates of long-term design infiltration rates based on grain size correlations and the criteria described in the SWMMWW.
11. Provide layer thickness recommendations for permeable asphalt concrete and permeable cement concrete pavement sections. We will include pavement sections recommendations for pedestrian and driveway areas.

12. Prepare a geotechnical report presenting our findings, conclusions and recommendations. Our report will include a project site plan showing approximate locations of explorations, summary exploration logs, laboratory test results and appropriate engineering figures.

METHODOLOGY

We will notify you or preferred team member(s) of our field schedule and anticipated exploration dates. The explorations will be performed under the direction of one of our engineers or geologists. Our representative will locate the explorations, maintain detailed logs of the explorations and obtain representative samples of the various materials encountered. Samples will be returned to our office for additional examination and laboratory analysis.

Completing the test pits will cause disturbance to the site. We will attempt to limit our impact to the ground surface during excavation activities; however, ground disturbance should be expected. Test pit excavations will be on the order of 2 feet wide and 4 feet long and will extend to around 10 feet below ground surface. Our budget does not include restoration of landscaping disturbed as the results of test pit activities. Material generated during excavation will be used to backfill the excavation. A hoe-pack will be used to compact the backfill.

SCHEDULE, TERMS AND FEE ESTIMATE

We are prepared to begin scheduling and planning the explorations immediately upon authorization to proceed. We estimate we can mobilize to the site and complete the explorations within about two weeks of authorization. Our report will be complete approximately two to three weeks after completion of the geotechnical fieldwork. We will be prepared to discuss our conclusions and preliminary recommendations about one week after completing our laboratory testing. We will notify you and/or members of the team of our preliminary findings and opinions as we proceed through the exploration and design phases of the project.

We propose to conduct our services on a time-and-expense basis in accordance with our General Conditions and Schedule of Charges, copies of which are attached and form part of this agreement. Please read the attached documents and contact us if you have any questions or wish to modify the terms. The table below summarizes our fee estimate for the tasks described above. Ultimately, we will keep you informed of the budget status and not exceed this budget without informing you of the circumstances involved and receiving your prior approval.

Description of Services
Project management, field work, subcontractor coordination
Laboratory testing
Geotechnical analysis and report preparation
Subcontracted excavation services
Subcontracted utility locate services

We appreciate the opportunity and look forward to providing services to you on this project. Please contact us if you have any questions concerning this proposal.

Respectfully Submitted,
GeoEngineers, Inc.

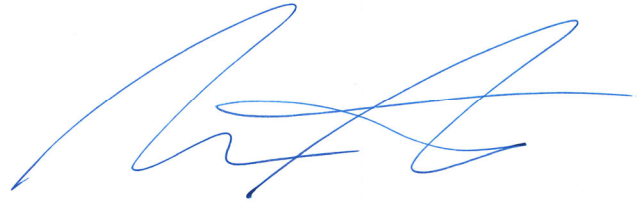


Brett E. Larabee, PE
Senior Geotechnical Engineer

BEL:MM:tt

Attachments:

Schedule of Charges – Redmond-Seattle-Tacoma 2021



Morgan McArthur, PE
Associate Geological Engineer

Schedule of Charges – 2021

COMPENSATION

Our compensation will be determined on the basis of time and expenses in accordance with the following schedule unless a lump sum amount is so indicated in the proposal or services agreement. Current rates are:

Professional Staff

Staff 1 Scientist	\$	120/hour
Staff 1 Engineer	\$	127/hour
Staff 2 Scientist	\$	138/hour
Staff 2 Engineer	\$	145/hour
Staff 3 Scientist	\$	158/hour
Staff 3 Engineer	\$	164/hour
Scientist 1	\$	182/hour
Engineer 1	\$	188/hour
Scientist 2	\$	188/hour
Engineer 2	\$	193/hour
Senior Engineer/Scientist 1	\$	210/hour
Senior Engineer/Scientist 2	\$	231/hour
Associate	\$	246/hour
Principal	\$	266/hour
Senior Principal	\$	293/hour

Technical Support Staff

Administrator 1	\$	86/hour
Administrator 2	\$	98/hour
Administrator 3	\$	112/hour
CAD Technician	\$	110/hour
CAD Designer	\$	126/hour
CAD Design Coordinator	\$	145/hour
GIS Analyst	\$	145/hour
Senior GIS Analyst	\$	160/hour
GIS Coordinator	\$	180/hour
*Technician	\$	93/hour
*Senior Technician	\$	112/hour
*Lead Technician	\$	120/hour

*Hours in excess of 8 hours in a day or 40 hours in a week will be charged at one and one-half times the hourly rates listed above.

Contracted professional and technical services will be charged at the applicable hourly rates listed above. Staff time spent in depositions, trial preparation and court or hearing testimony will be billed at one and one-half times the above rates. Time spent in either local or inter-city travel, when travel is in the interest of this contract, will be charged in accordance with the foregoing schedule. A surcharge may be applied to night and weekend work. See proposal for details.

Rates for data storage and web-based access will be provided on a project-specific basis.

Equipment

Air Sparging Field Test, per day	\$	100.00
Air/Vapor Monitoring Equipment (PID, 5-Gas Meter), per day	\$	100.00
Asbestos Sample Kit	\$	25.00
Blastmate, per day	\$	100.00
D&M Sampler, per day	\$	80.00
DO (Dissolved Oxygen) Kit	\$	20.00
Dynamic Cone Penetrometer, per day	\$	40.00
E-Tape (Electric Tape), per day	\$	25.00
Field Data Acquisition Equipment	\$	50.00
Field Gear / Reconnaissance, per day	\$	50.00
Gas Detection Meters, per day	\$	100.00
Generator, per day	\$	100.00
Groundwater Pressure Transducer w/ Datalogger, per day	\$	50.00
Groundwater Pressure Transducer w/ Datalogger, per week	\$	200.00
Hand Auger, per day	\$	20.00
Inclinometer Probe, per day, 1/2 day minimum	\$	200.00
Interface Probe, per day	\$	50.00
Iron Test Kit	\$	20.00
Laser Level, per day	\$	50.00
Low Flow Groundwater Sampling Equipment, per day	\$	225.00
Multiparameter Water Quality Meter, per day	\$	80.00
Nuclear Density Gage, per hour, 1/2 day minimum	\$	10.00
Peristaltic Pump, per day	\$	50.00
pH Probe, per day	\$	15.00
PID, FID or OVA, per day	\$	100.00
Saximeter, per day	\$	50.00
Scuba Diving Gear, per day/per diver	\$	250.00
Shallow Soil Exploration Equipment, per day	\$	50.00
Soil Field Screening Equipment, per day	\$	15.00
Soil Sample Kit	\$	15.00
Steam Flow Meter, per day	\$	15.00
Strain Gauge Readout Equipment, per day	\$	50.00
Surface Water Flow Meter, per day, 1/2 day minimum	\$	50.00
Surface Water Quality Monitoring Equipment, per day	\$	50.00
Turbidity Meter, per day	\$	30.00
Vehicle usage, per mile, or \$30/half-day, whichever is greater	\$	0.65

Specialized and miscellaneous field equipment, at current rates, list available upon request.

OTHER SERVICES, SUPPLIES AND SPECIAL TAXES

Charges for services, equipment, supplies and facilities not furnished in accordance with the above schedule, and any unusual items of expense not customarily incurred in our normal operations, are charged at cost plus 15 percent. This includes shipping charges, subsistence, transportation, printing and reproduction, miscellaneous supplies and rentals, surveying services, drilling equipment, construction equipment, watercraft, aircraft, and special insurance which may be required. Taxes required by local jurisdictions for projects in specific geographic areas will be charged to projects at direct cost.

Per diem may be charged in lieu of subsistence and lodging.

Routinely used field supplies stocked in-house by GeoEngineers, at current rates, list available upon request.

In-house testing for geotechnical soil characteristics at current rates, list available upon request.

Associated Project Costs (APC)

Computer hardware and software, telephone and fax communications, printing and photocopying and routine postage via USPS will be charged at a flat rate of 6 percent of labor charges. These charges are labeled as Associated Project Costs (APC).

All rates are subject to change upon notification.

Laboratory Schedule of Charges – 2021

Type of Test	Unit Price
Soil Index and Classification Tests	
Soil Description (ASTM D 2488)	\$ 16
Moisture Content	
Oven (ASTM D 2216)	\$ 20
Moisture/Density (ASTM D 7263, D 2937)	
Rings	\$ 40
Shelby Tubes, waxed chunk	\$ 50
Tubes (liners), chunk	\$ 50
Particle Size Analysis	
Percent Passing No. 200 (ASTM D 1140)	\$ 90
Sieve (ASTM D 422, D 6913, C 136 includes minus 200 Wash, Dry Sieve)	\$ 130
Gravel Sieve (ASTM D 422, D 6913, C 136 includes minus 200 Wash, Dry Sieve)	\$ 200
Hydrometer Only (ASTM D 422, minus #10 fraction)	\$ 160
Combined Sieve and Hydrometer (ASTM D 422-63)	\$ 260
Combined Gravel Sieve and Hydrometer (ASTM D 422-63)	\$ 330
Organic Content (ASTM D 2974)	\$ 80
Specific Gravity (ASTM D 854)	\$ 90
Atterberg Limits (ASTM D 4318)	\$ 190
Nonplastic	\$ 120
Organic	\$ 100
Porosity (includes Moisture Content, Dry Density, and Specific Gravity) (ASTM D 7263)	\$ 130
Compaction (ASTM D 698/D 1557, AASHTO T 99/T 180, Methods A, B and C)	
Granular/Cohesive (1 Point)	\$ 110
Granular (4 Point)	\$ 285
Cohesive (4 Point)	\$ 300
Shrinkage Factors of Soils by Wax Method (ASTM D 4943)	\$ 70
Strength and Consolidation Tests	
Triaxial Compression	
Unconfined Comp. Strength – UCS (ASTM D 2166)	\$ 130
Unconsolidated Undrained – UU (ASTM D 2850)	\$ 250
Unconsolidated Undrained (back pressure saturation)	\$ 480
Consolidated Undrained – CU (ASTM D 4767) with pore pressure measurement	\$ 600
Consolidated Drained – CD (Army Corps of Engineers EM 1110-2-1906 Appendix X)	\$ 650
Consolidated Undrained or Consolidated Drained (3 points, staged)	\$ 1,500
Consolidation (ASTM D 2435)	
With 2 timed load increments	\$ 650
Additional timed load increments, each	\$ 60
Constant Rate of Strain Consolidation (ASTM D 4186)	\$ 675
One-Dimensional Swell (ASTM D 4546)	
Method A	\$ 1,200
Method B	\$ 450
Method C	\$ 650
CBR, 1 point with Proctor (ASTM D 1883)	\$ 500
Additional points, each	\$ 150
Corrosion Tests	
Soil Resistivity (ASTM G 187)	\$ 65
pH of Soil (ASTM D 4972 / G 51)	\$ 40
Soluble Sulfates (US EPA 375.4)	\$ 50
Sulfides	\$ 45
Ductile Iron Pipe Research Association 10 Point Soil Evaluation Procedure (ANSI/ANSW C105/A21.5). Includes evaluation of resistivity, pH, Redox potential, sulfides and moisture)	\$ 155

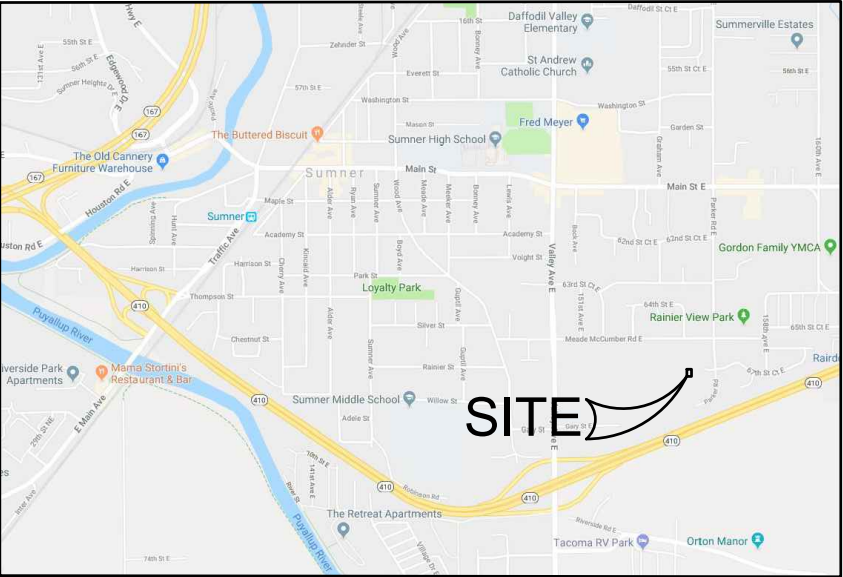
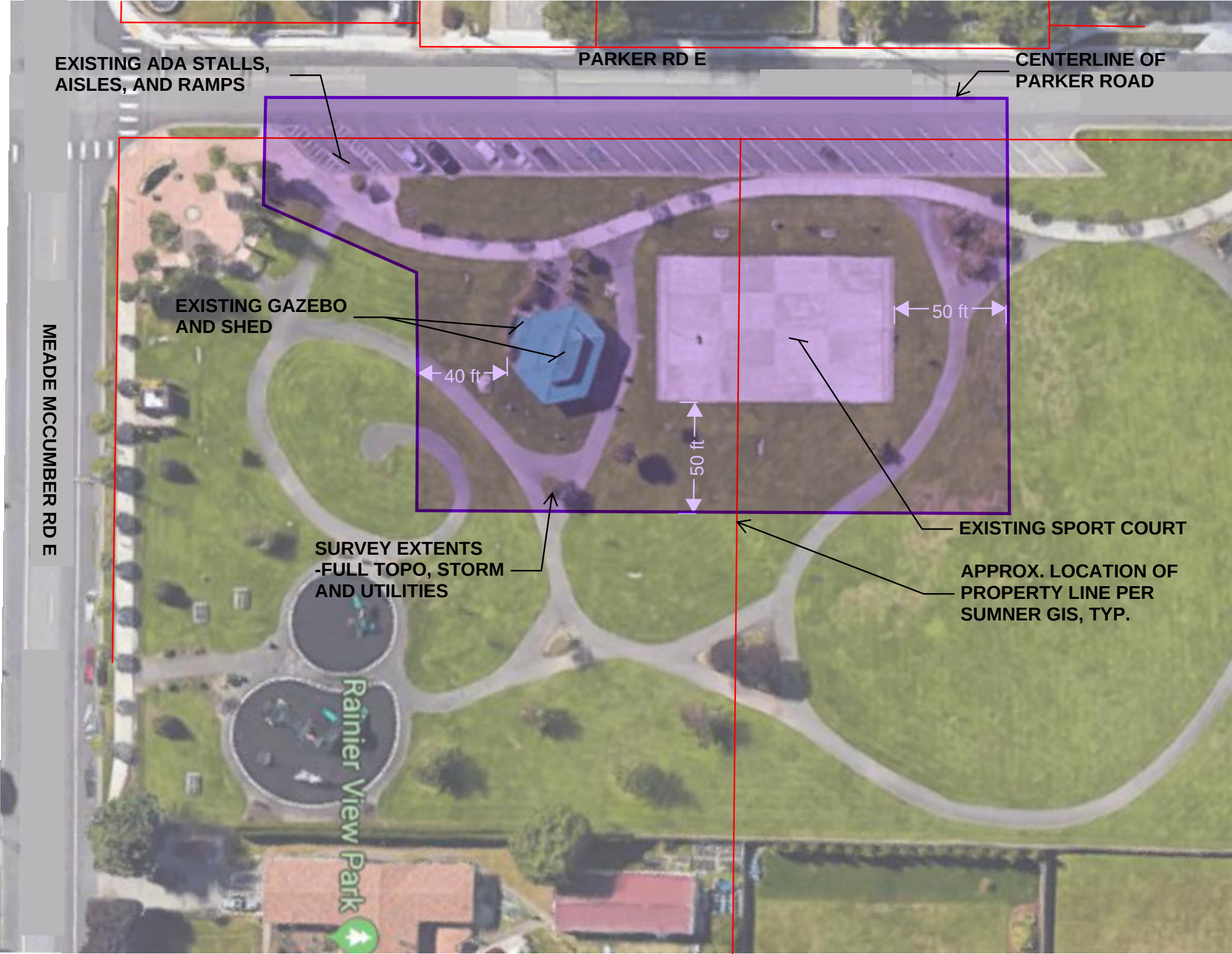
Type of Test	Unit Price	
Permeability Tests		
Constant or falling head in rigid wall permeameter (ASTM D 2434, D 5856)	\$	325
In triaxial cell with back pressure saturation (ASTM D 5084)	\$	700
Soil Sample Preparation		
Extrusion – Extrude and log (visual classification) Shelby tube sample	\$	65
Remolding – Remolding a soil sample to desired moisture and density	\$	42 - 105
Soil –	\$	Hourly -
Cement/Lime Treatment		negotiated
Aggregate and Rock Tests		
Unconfined Compression Test (ASTM D 7012)		
One test only	\$	120
More than one test	\$	100
Percent of Fracture (WSDOT 103)	\$	60
Sand Equivalent (AASHTO T 176)	\$	90
Specific Gravity, Fine/Coarse Aggregate (ASTM C 127, C 128)	\$	75/120
Point Load Test or Rock Core (ASTM D5731)	\$	75
Concrete, Mortar and Grout Tests		
Concrete Cyl (strip, log, cure, break, report)	\$	35
Mortar Cyl (strip, log, cure, break, report)	\$	35
Grout Cyl (strip, log, cure, break, report)	\$	35
Grout Cubes (strip, log, cure, break, report)	\$	30

*Please contact us regarding test procedures which are not listed or for tests on contaminated soils. Negotiated unit rates or hourly rates will be charged for these procedures.

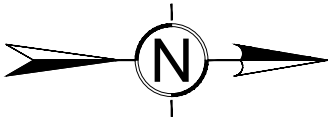
**Not WABO-certified.

Rainier View Park Sport Court Shelter

SURVEY SCOPE EXHIBIT



VICINITY MAP
NTS



SCALE: 1"=50'

Milestone Worksheet – Development Projects

Project Number	20-1231 D
Project Name	Rainier View Covered Court
Sponsor Name	City of Sumner

The milestone worksheet is used by RCO to create the starting and ending dates for your project and to identify important project milestones that will help make sure your project stays on schedule. They should be realistic, attainable, and allow for quick implementation and expenditure of grant funds.

Instructions:

1. In the Target Date column, identify the estimated date that you expect to complete the milestone. If the milestone has already been completed put in the date it was completed. If it is not applicable to your project please do not delete the milestone; rather, put N/A.
2. Use the Comments/Description column if needed to write notes that will assist in describing the milestone. Examples are: permits in hand; property acquired under a RCO waiver; in-water work window; etc.
3. Attach this document to your project in PRISM and select the “Milestones” attachment type.

Milestone	Target Date	Comments/Description
Project Start	Aug. 2021	
Design Initiated	Aug. 2021	
60% Plans to RCO	May 2022	
Applied for Permits	June 2022	
SEPA/NEPA Completed	Oct. 2022	
All Bid Docs/Plans to RCO	Oct. 2022	
Bid Awarded/Contractor Hired	Feb. 2023	
Construction Started	Mar. 2023	
50% Construction Complete	May 2023	
90% Construction Complete	Jul. 2023	
Construction Complete	Oct. 2023	
Funding Acknowledgement Sign Posted	Dec. 2023	
Proposed Agreement End Date	Dec. 2023	

NOTE that when writing the project agreement, RCO will add a few other milestones such as Progress Reports, Billings, Inspections and Final Report. Special Conditions will also be added if applicable.



Lanktree Land Surveying, Inc.
 25510 74th Avenue South
 Kent, WA 98032
 (253) 653-6423
 www.lanktreelandsurveying.com

August 12, 2021
 Email: BDort@bcradesign.com

Ben Dort
 BCRA Design
 2106 Pacific Avenue, Suite 300
 Tacoma, WA 98402

RE: Topographic Survey Pierce County Parcel Tax Parcel 05203202055 & 2056
 Containing Approximately 1.95 & 1.90 Acres
 (LLS Project# 4867)

Dear Ben:

As requested, Lanktree Land Surveying, Inc. is submitting this proposal for a Boundary and Topographic Survey. We will provide the following scope of work:

The below proposal covers work performed in the capacity of a surveyor. Other design professionals, such as Civil Engineer, Environmental Consultants, Geotechnical Engineer or others may be required for design and/or studies required by the reviewing jurisdiction.

Boundary Survey: Lanktree Land Surveying, Inc. will show Boundaries and Right-of-Ways per available records. For the purposes of this survey, it is assumed that access has been arranged with appropriate parties

Topographic Survey: Lanktree Land Surveying, Inc. will survey the topography and observable improvements within the outlined extents shown on Exhibit provided by email on 8/12/2021. We 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 1-foot contour interval in sufficient detail for your 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, aboveground utilities will be shown, as well as any reference paint marks for underground utilities. Invert elevations will be provided where possible. The topographic survey will be prepared on AutoCAD format and a hard copy provided.

Revisions or additional documentation as required by the client, project manager, client's other consultants, attorney or reviewing authority.

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.

Project Management: For the purposes of this proposal, it is assumed that client or client's other consultants will prepare submittal packages, submit for jurisdictional reviews, attend meetings and coordinate other consultants where needed. Upon request, Lanktree Land Surveying Inc. can perform these types of tasks on a time and expenses basis per the attached rate sheet.

Arborist Notice: Land Surveyors are not experts at detailed tree species identification (Latin names, genus, etc.) or classification of exceptional trees. For this, an Arborist will be needed to prepare a tree report. It is recommended that if tree report is needed, that you enlist the services of a qualified arborist and have a tree survey done and trees tagged with Arborist's numbers pre-survey. When the Arborist report is completed, Lanktree Land Surveying Inc. can add the Arborist designations to the final Boundary and Topographic Survey for use by client and client's consultants. If requested, Lanktree Land Surveying Inc. can refer a qualified Arborist.

Phone calls, Meetings, Emails and other Consulting Services will be billed on a time and expenses basis in 0.25-hour increments. Fees assume project will progress from start until all work has been completed. Fees are subject to change proportional to annual rate changes.

Lanktree Land Surveying Inc. makes no guarantees that the project will be accepted by reviewing jurisdiction. Additional research may be needed throughout the course of the project as more information is collected, and upon request would fall under the Project Management/Planning scope of this proposal.

If this proposal is acceptable to you, please acknowledge acceptance of the terms and conditions of this contract by signing the enclosed copy of this letter and the enclosed Standard Provisions and Agreement and Contract Addendum in the appropriate spaces and return them to our office. **Please be sure that each page of the Standard Provisions and Agreement and Contract Addendum is signed and initialed where required.**

Should you have any questions or would like to discuss this proposal in further detail, please feel free to contact me. We appreciate the opportunity to provide our services to your company and look forward to working with you on this project. **Visit our web site at www.lanktreelandsurveying.com to learn more about our company and to see what other services we offer.**

Sincerely,

Trevor S. Lanktree, P.L.S.
President

FEE SCHEDULE FOR EXTRA WORK REQUESTS NOT WITHIN SCOPE OF WORK

As of January 2021, to be reviewed and subject to revision annually and subject to change based on Regulatory Pay Rates of specific projects

Professional Fees

Professional Land Surveyor	\$136.00/Hour
Project Manager	\$120.00/Hour
Expert Witness	\$375.00/Hour

Reimbursable Expenses

Cost+10%
Mileage \$0.60/per mile

Professional Fees

Administration	\$72.00/Hour
Survey Technician	\$115.00/Hour
1-Man Survey Crew	\$162.00/Hour
Additional Crew Member	\$45.00/Hour

Prevailing Wage Projects (Bid 3/2021-8/2021)

Project Manager	\$120.00/Hour
Party Chief	\$176.38/Hour
Additional Crew Member	\$165.89/Hour

Pierce County Assessor-Treasurer
Property Summary

XXX MEADE MCCUMBER RD E

SUMNER CITY OF
0520302056

Tax Description

Section 30 Township 20 Range 05 Quarter 21 PARCEL "A" OF DBLA 2005-05-10-5006 DESC AS FOLL COM AT NE COR OF NW TH W 206 FT TH N 13.26 FT TH W 433.16 FT TO E R/W LI OF PARKER EXTENSION CO RD TH S 270.13 FT TO POB TH E 314.5 FT TH S 270 FT TO N LI OF MEADE-MCCUMBER RD TH W ALG SD N LI 314.5 FT TO E LI SD PARKER EXTENSION CO RD TH N ALG SD E LI 270.14 FT TO POB EXC POR DESC AS FOLL BEG AT NE COR OF ABOVE DESC PARCEL TH S 270 FT TO N LI OF MEADE-MCCUMBER RD TH W ALG SD N LI 5.24 FT TH N 2.17 FT TO A WOOD FENCE POST TH CONT N ALG WIRE FENCE 27.01 FT TO A WOOD FENCE POST TH N 02 DEG 30 MIN 52 SEC E ALG SD WIRE FENCE 18.24 FT TO A WOOD FENCE POST BEING TERMINUS OF SD FENCE TH N 205.24 FT TO A WOOD FENCE POST TH N ALG A 6 FT WOOD FENCE 17.45 FT TO N LI OF SD PARCEL TH E ALG AFORESAID N LI 2.88 FT TO POB DC08-22-05GJ

Property Details

Parcel Number 0520302056
Site Address XXX MEADE MCCUMBER RD E
Account Type Real Property
Category Land and Improvements
Use Code 7600-PARKS

Taxpayer Details

Taxpayer Name SUMNER CITY OF
Mailing Address 1104 MAPLE ST STE 245
SUMNER, WA
98390-1407

Appraisal Details

Land Economic Area 030203
Value Area PI6
Appr Acct Type Residential
Business Name
Last Inspection 11/25/2019-Physical Inspection
Appraisal Area 03

Related Parcels

Group Account Number n/a
Located On n/a
Associated Parcels n/a

Assessed Value

Value Year	2021	Assessed Total	289,700
Tax Year	2022	Assessed Land	289,700
		Assessed Improvements	0
Taxable Value	0		
Tax Code Area	117	Current Use Land	0
Tax Code Area Rate	0	Personal Property	0
Notice of Value Mailing Date	06/25/2021		

Assessment Details	Tax Amounts Due						
2021 Values for 2022 Tax							
Taxable Value \$0							
Assessed Value \$289,700							
	<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 33%; text-align: left; padding: 5px;">Tax Year</th> <th style="width: 33%; text-align: left; padding: 5px;">Minimum Due</th> <th style="width: 33%; text-align: left; padding: 5px;">Total Due</th> </tr> </thead> <tbody> <tr> <td style="padding: 5px;">TOTAL</td> <td style="text-align: center; padding: 5px;">0.00</td> <td style="text-align: center; padding: 5px;">0.00</td> </tr> </tbody> </table>	Tax Year	Minimum Due	Total Due	TOTAL	0.00	0.00
Tax Year	Minimum Due	Total Due					
TOTAL	0.00	0.00					

Property Tax Exemptions

Tax Year 2022

Type Municipal Corp and Misc Taxing Districts

Expiration Date n/a

Tax Year 2021

Type Municipal Corp and Misc Taxing Districts

Expiration Date n/a

Land Details

Land Economic Area 030203

RTSQQ 05-20-30-21

Value Area PI6

Square Footage 83,826

Acres 1.924

Front Foot 0

Electric Power Available

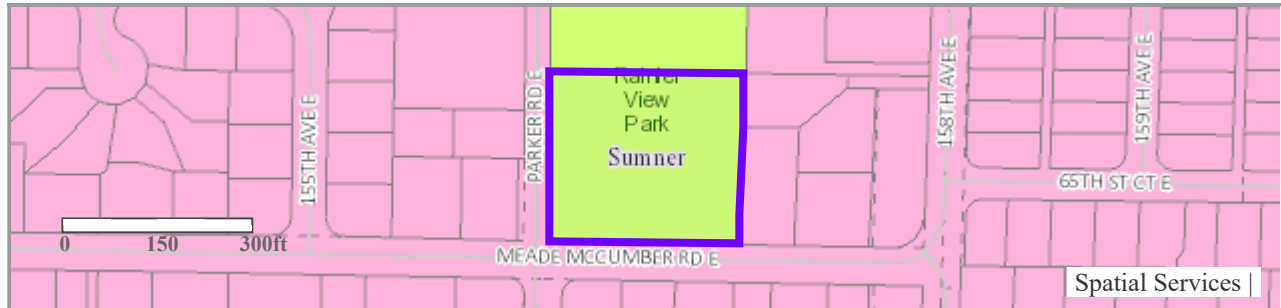
Sewer Sewer/Septic No

Water Water Available

Sales History

SALE DATE	06/01/1998
ETN	0970134
PARCEL COUNT	1
GRANTOR	KENNEDY FAMILY TRUST
GRANTEE	SUMNER CITY OF
SALE PRICE	120,000
DEED TYPE	Statutory Warranty Deed
SALES NOTES	Exempt for taxatn Gov nonprof

Map



Pierce County Assessor-Treasurer
Property Summary

XXX PARKER RD E

CITY OF SUMNER
0520302055

Tax Description Section 30 Township 20 Range 05 Quarter 21 : COM AT 1/4 COR IN N LI OF SEC TH S 89 DEG 56 MIN 33 SEC W 206 FT TH N 00 DEG 03 MIN 27 SEC W 13.26 FT TH S 89 DEG 56 MIN 33 SEC W 118.56 FT TO POB TH CONT S 89 DEG 56 MIN 33 SEC W 314.50 FT TO E R/W LI OF PARKER EXT CO RD TH S 00 DEG 09 MIN 58 SEC W ALG SD E R/W LI PARKER EXT CO RD 270.13 FT TH N 89 DEG 55 MIN 59 SEC E 314.50 FT TH N 00 DEG 09 MIN 58 SEC E 270 FT TO POB																															
Property Details Parcel Number 0520302055 Site Address XXX PARKER RD E Account Type Real Property Category Land and Improvements Use Code 7600-PARKS		Taxpayer Details Taxpayer Name CITY OF SUMNER Mailing Address 1104 MAPLE ST STE 245 SUMNER, WA 98390-1407																													
Appraisal Details Land Economic Area 030203 Value Area PI6 Appr Acct Type Residential Business Name Last Inspection 11/25/2019-Physical Inspection Appraisal Area 03		Related Parcels Group Account Number n/a Located On n/a Associated Parcels n/a																													
Assessed Value <table><tr><td>Value Year</td><td>2021</td><td>Assessed Total</td><td>290,800</td></tr><tr><td>Tax Year</td><td>2022</td><td>Assessed Land</td><td>290,800</td></tr><tr><td></td><td></td><td>Assessed Improvements</td><td>0</td></tr><tr><td>Taxable Value</td><td>0</td><td></td><td></td></tr><tr><td>Tax Code Area</td><td>117</td><td>Current Use Land</td><td>0</td></tr><tr><td>Tax Code Area Rate</td><td>0</td><td>Personal Property</td><td>0</td></tr><tr><td>Notice of Value Mailing Date</td><td>06/25/2021</td><td></td><td></td></tr></table>				Value Year	2021	Assessed Total	290,800	Tax Year	2022	Assessed Land	290,800			Assessed Improvements	0	Taxable Value	0			Tax Code Area	117	Current Use Land	0	Tax Code Area Rate	0	Personal Property	0	Notice of Value Mailing Date	06/25/2021		
Value Year	2021	Assessed Total	290,800																												
Tax Year	2022	Assessed Land	290,800																												
		Assessed Improvements	0																												
Taxable Value	0																														
Tax Code Area	117	Current Use Land	0																												
Tax Code Area Rate	0	Personal Property	0																												
Notice of Value Mailing Date	06/25/2021																														

Assessment Details	Tax Amounts Due		
2021 Values for 2022 Tax			
Taxable Value	\$0		
Assessed Value	\$290,800		
Tax Year	Minimum Due	Total Due	
TOTAL	0.00	0.00	

Property Tax Exemptions	
Tax Year	2022
Type	Municipal Corp and Misc Taxing Districts
Expiration Date	n/a
Tax Year	2021
Type	Municipal Corp and Misc Taxing Districts
Expiration Date	n/a

Land Details	
Land Economic Area	030203
RTSQQ	05-20-30-21
Value Area	PI6
Square Footage	84,942
Acres	1.95
Front Foot	0
Electric	Power Available
Sewer	Sewer/Septic No
Water	Water Available

Sales History
Sorry, no sales available for display

Map

Architecture Fee Breakdown by hours

Phase	Project Mananager		Job Captain		Construction Specialist		Administration		Total
	185/hr		105/hr		195/hr		115/hr		
	Hrs.	Fee	Hrs.	Fee	Hrs.	Fee	Hrs.	Fee	
20 Design Development	8	\$1,480	32	\$3,360	7	\$1,365	2	\$230	\$6,435
30 Construction Documents	18	\$3,330	84	\$8,820	19	\$3,705	5	\$575	\$16,430
40 Bid / Permit	4	\$740	6	\$630	0	\$0	1	\$115	\$1,485
50 Construction Administration	6	\$1,110	32	\$3,360	4	\$780	2	\$230	\$5,480
60 Close-Out	4	\$740	6	\$630	0	\$0	2	\$230	\$1,600
Total hours by employee type	40		160		30		12		
Project Total									\$31,430

Civil Fee Breakdown by hours

Phase	Project Mananager		Civil Engineer		Civil Designer		CAD Technician		Total
	205/hr		145/hr		105/hr		125/hr		
	Hrs.	Fee	Hrs.	Fee	Hrs.	Fee	Hrs.	Fee	
30 Construction Documents	11	\$2,255	42	\$6,090	38	\$3,990	21	\$2,625	\$14,960
40 Bid / Permit	4	\$820	4	\$2,030	1	\$1,155	5	\$625	\$4,630
60 Close-Out	0	\$0	6	\$870	0	\$0	0	\$0	\$870
Total hours by employee type	15		52		39		26		
Project Total									\$20,460

Structural Fee Breakdown by hours

Phase	PM/ Structural Engineer		Structural Designer		Total
	175/hr		125/hr		
	Hrs.	Fee	Hrs.	Fee	
30 Construction Documents	68	\$11,900	32	\$4,000	\$15,900
40 Bid / Permit	4	\$700	10	\$1,250	\$1,950
50 Construction Administration	32	\$5,600	0	\$0	\$5,600
Total hours by employee type	104		42		
Project Total					\$23,450



2106 Pacific Avenue, Suite 300
Tacoma, WA 98402

2021 BILLING RATES

<u>Staff Category</u>	<u>Billing Rate</u>
Staff 14	\$ 275
Staff 13	\$ 225
Staff 12	\$ 205
Staff 11	\$ 195
Staff 10	\$ 185
Staff 9	\$ 175
Staff 8	\$ 165
Staff 7	\$ 155
Staff 6	\$ 145
Staff 5	\$ 135
Staff 4	\$ 125
Staff 3	\$ 115
Staff 2	\$ 105
Staff 1	\$ 95

**Rates are subject to an annual increase of \$5 per hour, effective January 1 each year.*

EXHIBIT B
CITY OF SUMNER

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

As the person duly authorized to enter into such commitment for

BCRA

I hereby certify that the Company or Organization named herein will

(check one box below)

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

OR

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

NAME

TITLE

DATE

EXHIBIT C

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

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

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

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

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

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

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

(1) Minimum wages.

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

(ii)

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

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

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

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

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

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

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

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

(3) Payrolls and basic records.

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

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

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

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

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

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

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

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

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

(4) Apprentices and trainees.

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

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

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

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

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

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

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

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

SUBJECT: Discussion: Salary Survey (Non-Represented)

CATEGORY: Information Only

BUDGET IMPACT:

Expenditure Required: None

Within Budget Allocation: N/A

ATTACHMENTS:

STAFF CONTACT: Jeff Steffens, Administrative Services Director

SUMMARY BACKGROUND:

Sumner's HR Department has been tasked to perform a salary survey for all of the City's unrepresented employees. In the spring, we shared the City's compensation philosophy with the Committee and reviewed our comparable cities. At the September Committee meeting we provided an overview of our process, our goals and shared some of our initial results. At this meeting, staff will present the final results of the survey along with our recommended timeline for implementation and amendment to the compensation schedule. We will also be discussing both the short and long term financial impacts of the salary survey as well as our proposal to include a similar study as part of our budgeting process.

COUNCIL COMMITTEE/STUDY SESSION: MEETING/STUDY SESSION DATE: 10/4/2021 COMMITTEE RECOMMENDATION:
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STAFF RECOMMENDATIONS/MOTION:

SUBJECT: Resolution No. XXXX - TY2022 Property Tax Levy

CATEGORY: Resolution

BUDGET IMPACT:

Expenditure Required: None

Within Budget Allocation: N/A

ATTACHMENTS:

1. SS 10252021 Property Tax
-

STAFF CONTACT: Kassandra Raymond, Chief Financial Officer

SUMMARY BACKGROUND:

Annually, City Council must evaluate the annual property tax levy for the upcoming tax year. For this Committee meeting, staff prepared a short presentation outlining the impact of a property tax levy at certain percentage increases. Council discussion is slated for the October 25, 2021 Study Session. A property tax hearing is scheduled for November 1, 2021, with action to be considered at the regular City Council meeting of November 15, 2021. The City is required to certify its Tax Year 2022 property tax levy rate to Pierce County no later than November 30, 2021.

COUNCIL COMMITTEE/STUDY SESSION:

MEETING/STUDY SESSION DATE: 10/6/2021

COMMITTEE RECOMMENDATION:

STAFF RECOMMENDATIONS/MOTION:

Staff requests that City Council review the options and make a recommendation for presentation and discussion at the October 25, 2021 Study Session.



CITY OF
SUMNER
WASHINGTON

2022 Property Tax Levy

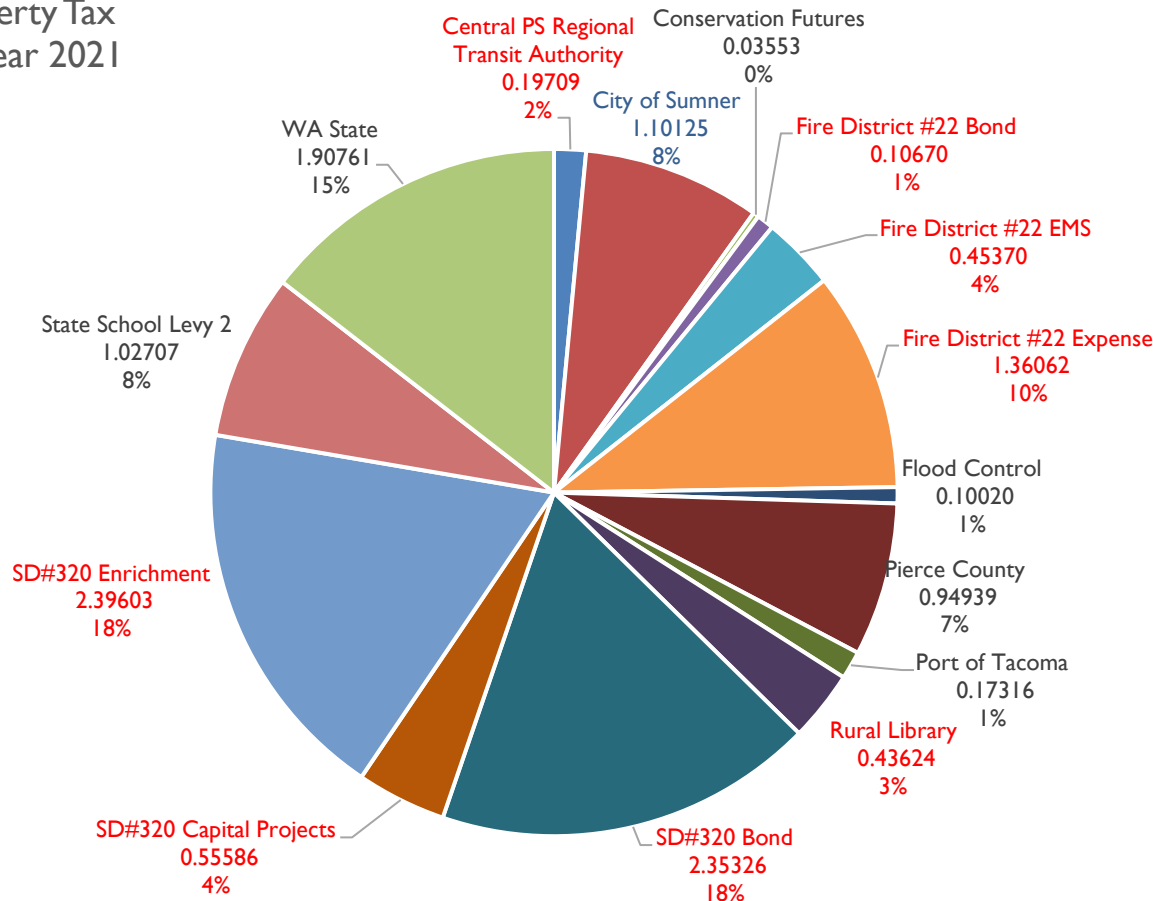
City Council
October 25, 2021

About Property Taxes

- 24% of the General Fund revenue (2021)
 - Most stable source
 - 2015 Council authorized increase for General Fund, Building Reserves, Sidewalks, and Streets/Arterial Streets
 - 2017 Council authorized increase for General Fund operations (consistent with cost of living) and City Council Strategic Reserve.
- Public hearing scheduled for November 1, 2021
- Resolution November 15, 2021
- Resolution must be passed and certified to Pierce County by November 30, 2021

About Property Taxes

Property Tax
Tax Year 2021



Property tax is the 2nd largest revenue source in the General Fund;

The City receives 8% of Sumner's overall property tax assessment.

- SBLSD = 48%
- EPFR = 15%

Distributions in red font are voter approved

TY 2021 Property Tax Levy



Levy Amount	Purpose
General Fund	\$3,428,955
City Council Strategic Reserve	\$350,000
Street Operations & Capital	\$330,000
Total	\$4,108,955

Preliminary Certification



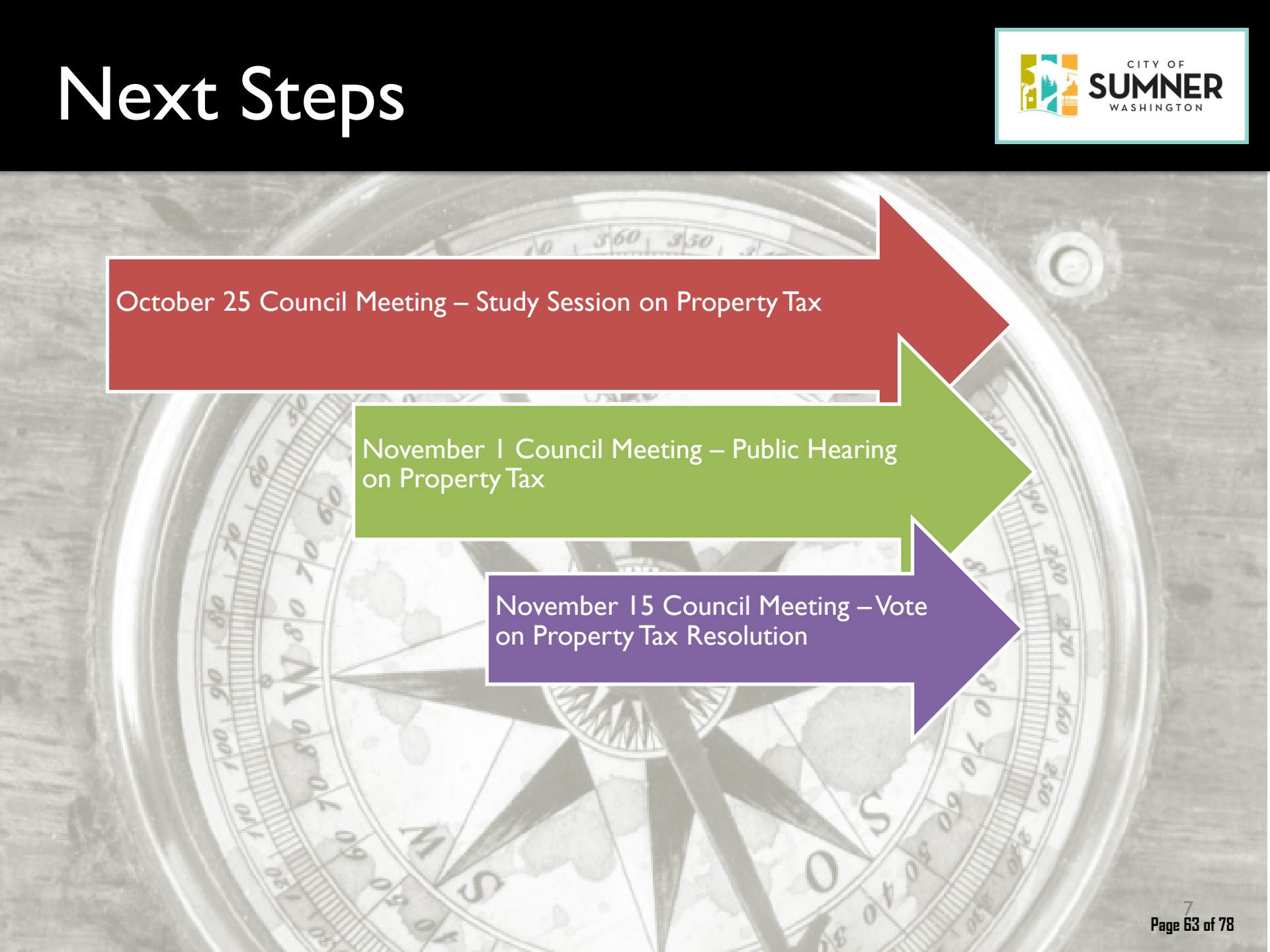
	TY 2021	TY 2022	Change
Assessed Valuation	\$3,731,166,761	\$4,280,857,384	15%
A/V Single Family Residence	\$376,024	\$439,404	17%
A/V NC&I	\$140,736,860	\$97,722,098	-31%
Value of NC&I	\$157,211	\$107,617	-32%

Levy Options

	Levy Rate Per \$1,000 AV	Avg SFR*	Monthly Change From 2021
TY 2021	\$1.1012	\$414.10	-
TY 2022 @ 1% increase	\$0.9947	\$437.08	\$1.91
TY 2022 @ 4% increase	\$1.0235	\$454.79	\$2.97
TY 2022 @ CPI 5.5%	\$1.0379	\$456.05	\$3.50
TY2022 @ 9.5% (Max)	\$1.0763	\$472.92	\$4.90

*City portion of property tax on average single family residential home

Next Steps



October 25 Council Meeting – Study Session on Property Tax

November 1 Council Meeting – Public Hearing
on Property Tax

November 15 Council Meeting – Vote
on Property Tax Resolution

SUBJECT: Ord No. 2797 - 2021/2022 Biennial Budget Amendment

CATEGORY: Ordinance

BUDGET IMPACT:

Expenditure Required: Per Ordinance

Within Budget Allocation: As amended

ATTACHMENTS:

1. Ordinance - BA 10182021
2. 2021 2022 BA 10182021 Exh A

STAFF CONTACT: Cassandra Raymond, Chief Financial Officer

SUMMARY BACKGROUND:

Staff is presenting the 3rd quarter amendment to the 2021/2022 Biennial Budget for consideration. This amendment:

- Amends Fund 001 (General Fund) to recognize labor impacts of the bargained contract with the Police Guild;
- Amends Fund 001 (General Fund) to recognize increased reimbursable overtime in the Police Department, offsetting increased law enforcement service revenue;
- Amends Fund 440 (Metro Animal Services) to incorporate 2022 rate increases as well as increase staffing (reclassifying a part-time kennel technician to a full-time shelter assistant) to assist with coverage requirements;
- Amends Funds 550 (Information Technology), 001 (General Fund), and 402 (Sewer Fund) to increase a contract with StoneShare for SharePoint implementation;
- Amends Funds 550 (Information Technology) to recognize a Justice Assistance Grant for acquisition of police-related software, and increases the software expense appropriation;
- Amends Fund 402 (Sewer Fund) to recognize a grant from Puget Sound Energy and the related expenditures.

Ord No. 2797		
BA 10/18/2021		
	<i>Revenues</i>	<i>Expenditures</i>
General Fund	\$ 25,000	44,705
Reserve Funds	-	-
Special Revenue Funds	-	-
Debt Service Funds	-	-
Capital Funds	-	-
Utility Funds	9,644	24,975
Other Enterprise Funds	121,184	91,425
Internal Service Funds	48,600	48,600
Fiduciary Funds	-	-
	\$ 204,428	\$ 209,705

COUNCIL COMMITTEE/STUDY SESSION:

MEETING/STUDY SESSION DATE: 10/6/2021

COMMITTEE RECOMMENDATION:

STAFF RECOMMENDATIONS/MOTION:

Do pass, adopting Ordinance No. 2797 amending the 2021/2022 Biennial Budget.

**ORDINANCE NO. 2797
CITY OF SUMNER, WASHINGTON**

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SUMNER, WASHINGTON, AMENDING THE 2021-2022 BIENNIAL BUDGET AS ORIGINALLY ADOPTED IN ORDINANCE NO. 2758, APPROVED DECEMBER 7, 2020, AND PREVIOUSLY AMENDED IN ORDINANCE 2762, APPROVED FEBRUARY 16, 2021, ORDINANCE 2771, APPROVED APRIL 19, 2021, ORDINANCE 2786, APPROVED AUGUST 2, 2021, ORDINANCE 2790, APPROVED AUGUST 16, 2021, AND ORDINANCE 2791, APPROVED AUGUST 16, 2021.

WHEREAS, The Sumner City Council approved Ordinance No. 2758 which adopted a biennial budget for fiscal years 2021-2022; and

WHEREAS, The Sumner City Council approved Ordinance No. 2762 which amended the 2021-2022 biennial budget for fiscal years 2021-2022; and

WHEREAS, The Sumner City Council approved Ordinance No. 2771 which amended the 2021-2022 biennial budget for fiscal years 2021-2022; and

WHEREAS, The Sumner City Council approved Ordinance No. 2786 which amended the 2021-2022 biennial budget for fiscal years 2021-2022; and

WHEREAS, The Sumner City Council approved Ordinance No. 2790 which amended the 2021-2022 biennial budget for fiscal years 2021-2022; and

WHEREAS, The Sumner City Council approved Ordinance No. 2791 which amended the 2021-2022 biennial budget for fiscal years 2021-2022; and

WHEREAS, RCW 35A.34 provides procedures for adopting, managing, and amending a biennial budget; and

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

Section 1. Amendment. The biennial budget for the City of Sumner for the period January 1, 2021 through December 31, 2022 as contained in the adopted 2021-2022 Biennial Budget for total revenue/sources and expenditures/uses as approved by the City Council, is hereby amended by Total Revenue and Expenditures for each fund as shown on the attached Exhibit A.

Section 2. Corrections by City Clerk or Code Reviser. Upon approval of the city attorney, the city clerk and the code reviser are authorized to make necessary corrections to this ordinance, including the correction of clerical errors; ordinance, section, or subsection numbering; or references to other local, state, or federal laws, codes, rules, or regulations.

Section 3. Severability. The provisions of this ordinance are declared separate and severable. The invalidity of any clause, sentence, paragraph, subdivision, section or portion of this ordinance or the invalidity of the application thereof to any person or circumstance shall not affect the validity of the remainder of the ordinance or the validity of its application to other person's circumstances.

Section 4. Effective Date. This Ordinance shall become effective five (5) days from and after its passage, approval, and publication as provided by law.

Passed by the City Council and approved by the Mayor of the City of Sumner, Washington, at a regular meeting thereof this 18th day of October, 2021.

Mayor William L. Pugh

ATTEST:

APPROVED AS TO FORM:

City Clerk Michelle Converse, CMC

City Attorney Andrea Marquez

Funds	Beginning Fund Balance		Revenues		Expenditures			Ending Fund Balance
	<i>Adopted</i>	<i>Adopted</i>	<i>Previous</i>	<i>10/18/21</i>	<i>Adopted</i>	<i>Previous</i>	<i>10/18/21</i>	<i>Revised</i>
001 General	\$ 5,978,542	\$ 31,643,467	\$ 484,403	\$ 25,000	\$ 31,919,065	749,871	\$ 44,705	\$ 5,417,770.11
002 General Fund Reserves	980,824	-	-	-	-	-	-	980,824
003 Building Reserves	475,000	200,000	-	-	80,000	150,000	-	445,000
103 Complete Streets	241,851	-	-	-	200,000	41,654	-	197
105 Drug Enforcement	63,457	-	-	-	4,500	-	-	58,957
106 Hotel/Motel	273,747	215,000	-	-	106,245	-	-	382,502
115 ARPA Funding	-	-	2,910,676	-	-	1,062,000	-	1,848,676
200 Debt Service	2,570,000	527,200	-	-	520,000	-	-	2,577,200
221 LID Guarantee	694,969	-	-	-	-	-	-	694,969
302 Sidewalk	477,769	4,308,069	(320,000)	-	3,524,069	(320,000)	-	1,261,769
305 Real Estate Excise Tax	1,093,200	1,600,000	-	-	-	326,000	-	2,367,200
307 LID Capital Project Fund	9,545	-	-	-	-	-	-	9,545
310 Parks & Trails Capital Fund	544,740	1,237,500	461,000	-	1,237,500	461,000	-	544,740
320 Street Capital Fund	826,206	6,709,520	600,000	-	7,679,245	-	-	456,481
325 Facilities Capital Fund	183,773	26,200,000	150,000	-	15,700,000	150,000	-	10,683,773
401 Water	13,477,844	11,104,747	-	-	15,719,366	88,156	-	8,775,068
402 Wastewater	20,996,349	15,706,582	-	9,644	18,404,296	196,108	24,975	18,087,196
403 Utility Bond Reserves	1,729,536	-	-	-	-	-	-	1,729,536
408 Stormwater	14,788,274	14,201,134	-	-	18,573,507	213,055	-	10,202,846
410 Cemetery Operations	31,493	1,352,800	-	-	1,358,895	-	-	25,398
415 Cemetery Development	-	-	-	-	-	-	-	-
440 Animal Control	12,239	1,496,319	-	121,184	1,460,055	-	91,425	78,262
501 Unemployment Insurance	43,989	-	-	-	3,055	-	-	40,934
550 Fleet Management	6,261	1,251,664	-	-	1,251,660	-	-	6,265
551 Information Technology	273,009	2,385,042	31,200	48,600	2,385,040	14,800	48,600	289,411
555 Equipment Reserve	1,013,749	1,297,245	168,000	-	790,000	226,000	-	1,462,994
601 Cemetery Endowment	1,472,385	60,000	-	-	-	-	-	1,532,385
603 Alder Ave Remediation	25,649	-	-	-	-	-	-	25,649
605 Development Impact Fees	7,026,351	700,000	-	-	3,397,200	135,000	-	4,194,151
611 Firemen's Pension	11,832	160,000	-	-	160,000	-	-	11,832
Total All Funds	\$ 75,322,583	\$ 122,356,289	\$ 4,485,279	\$ 204,428	\$ 124,473,699	\$ 3,493,644	\$ 209,705	\$ 74,191,531



SUBJECT: Surplus Authorization

CATEGORY: Motion

BUDGET IMPACT:

Expenditure Required: None

Within Budget Allocation: N/A

ATTACHMENTS:

1. October Surplus
-

STAFF CONTACT: Jeff Steffens, Administrative Services Director

SUMMARY BACKGROUND:

The City would like to surplus a 1999 Ford Ranger that had been used by the Parks Department as their watering truck. The vehicle has a broken transmission and it is not economically viable for the City to repair. At an estimated value of \$1,000 it falls within the Committee's surplus authority.

COUNCIL COMMITTEE/STUDY SESSION:

MEETING/STUDY SESSION DATE:

COMMITTEE RECOMMENDATION:

STAFF RECOMMENDATIONS/MOTION:



MEMORANDUM

DATE: October 6 2021
TO: Finance and Personnel Committee
FROM: Jeff Steffens, Administrative Services Director
CC:
RE: Surplus Authorization

The City Parks Department would like to surplus a pickup truck. This equipment is beyond its useful life and was replaced. The truck has a blown transmission, and it is not economical for us to have it repaired.

1999 Ford Ranger
Unit 10-004
VIN 1FTZR15VXXTA91813
License Plate 27853D
Estimated Value – \$1,000



SUBJECT: Discussion: Utility Billing Status (Moratorium, Support Policy)

CATEGORY: Information Only

BUDGET IMPACT:

Expenditure Required: None

Within Budget Allocation: N/A

ATTACHMENTS:

1. Utility Customer Support Policy Sept 2021

STAFF CONTACT: Cassandra Raymond, Chief Financial Officer

SUMMARY BACKGROUND:

On March 18, 2020, Governor Inslee issued Proclamation 20-23, effectively prohibiting collection activities for delinquent utility accounts, including late fees, penalties, and service interruptions. The proclamation was extended on several occasions, and expired on September 30, 2021.

In June 2020, the City adopted a Utility Billing Customer Support Policy, effective July 1, 2020. With the expiration of the 2020 CARES Act, and further guidance from the Governor's Office, staff has revised the Utility Billing Customer Support Policy (attached) effective September 23, 2021.

Staff will provide an update on the policy provisions and customer outreach for delinquent utility accounts.

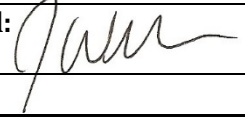
COUNCIL COMMITTEE/STUDY SESSION:

MEETING/STUDY SESSION DATE: 10/6/2021

COMMITTEE RECOMMENDATION: Informational only; no action required.

STAFF RECOMMENDATIONS/MOTION:

Informational only; no action required.

CITY OF SUMNER UTILITY CUSTOMER SUPPORT POLICY	
Subject: Covid-19 Utility Billing Customer Support	
Effective Date: September 23, 2021	Page: 1 of 5
	Approved: 

1.0 PURPOSE AND OBJECTIVE

This Utility Billing Customer Support Policy addresses the requirements of the Washington State Governor's Office Proclamation 20-23.16, dated 07/02/2021.

The objective of this policy is to provide a framework to support customers of the water/sewer/stormwater utility who have been financially impacted by the Covid-19 pandemic.

This framework will provide guidance for:

- Customer notification;
- Customer Support Programs;
- Public information requirements; and
- Statewide Resources

2.0 CUSTOMER NOTIFICATION

Communication between the City and customers remains vital. The City's goal is to ensure customers maintain access to essential services during the state's recovery from the Covid-19 pandemic.

2.1.0 Utility Billing Notices:

Beginning in November 2021, the City will resume sending delinquent notices in the form of shut-off notices to inform customers of pending interruption without payment or payment arrangement. Notices will continue to include guidance to utility customer support programs.

2.1.0 City of Sumner Website:

The following will be noticed on the City of Sumner website:

The City of Sumner is committed to keeping our customers connected to essential services during the COVID-19 pandemic emergency. If you are experiencing hardship as a result of the COVID-19 pandemic, you may be eligible for support, including long-term payment arrangements or bill assistance. This Customer Support Policy does not relieve customers from the obligation to pay for utility services.

3.0 CUSTOMER SUPPORT PROGRAMS

Beginning with the Governor's initial proclamation in March 2020, all service terminations and imposition of late penalties were suspended through September 30, 2021. The City of Sumner

will continue to follow all future Governor proclamations. The City of Sumner offers both deferred payment arrangements and referral to outside organizations for assistance with outstanding utility balances for customers financially impacted by the Covid-19 pandemic.

3.1.0 Deferred Payment Due Dates:

A deferred payment due date will be automatically extended to all residential and non-residential customers, under the following guidelines:

- A. The Payment Deferral will grant all customers a two month payment deferral, during which time no late fees or service interruptions would be imposed.
- B. The City will resume imposing late penalties January 1, 2022.
- C. The two month period begins upon expiration of Proclamation 20-23 (September 30, 2021).
- D. The intent of the two month deferral is to allow adequate time for customers to develop a plan to address arrearages.
- E. Customers are encouraged to keep or bring their accounts current during this time.

3.2.0 Extended Payment Plan:

- A. After the expiration of the payment deferral period, customers may request up to a twelve month payment arrangement to spread out the cost of outstanding balances and/or apply to the Financial Support Programs detailed below.
- B. Customers must request a payment plan prior to any service interruption; once service is interrupted, any balance not covered by an existing payment plan must be paid in full to restore service.
- C. During the twelve-month pay arrangement period, customers must also remain current on new billings.
- D. No collection action (late fee, lien, or service interruption) will take place as long as customer is current with both current billings and payments being made under an approved payment plan.
- E. If applicant is a tenant, property owner permission must be obtained prior to approval of a payment plan.
- F. Valid identification for the property owner (if applicant is a tenant) must be presented for the payment arrangement application to be processed. Identification may be presented electronically. Forms of identification that are acceptable are Driver's License, State Issued ID, or passports.
- G. Extended payment plans are limited to one per account.
- H. Non-compliance with extended payment plan. For customers who enter into an approved Extended Payment Plan hereunder, the terms of this policy shall control where otherwise inconsistent with SMC 13.24.350(D)
 - a. Upon timely notification to the customer of a late or missed arrangement installment, the City may, at its discretion, offer a one-time courtesy to allow the

payment plan to continue pending payment of the missed/late installment within fifteen (15) days of late or missed payment.

- b. Upon two missed payment installments, the account will be scheduled for interruption.
- c. Once a service interruption is placed, the account will be assessed a \$40.00 restoration fee and the customer will be required to pay all current charges plus all missed/late payment plan installments to restore service.
- d. The City reserves the right to place a lien on the property for all arrearages incurred during the Covid pandemic upon default of the payment arrangement; for example:
 - i. Unpaid arrearages at the conclusion of the twelve month period;
 - ii. Cessation of installment payments;
 - iii. Tenant vacates property and arrearages remain unpaid at time of new tenant move-in.

3.3.0 Other Resources:

If customers require additional resources beyond a Deferred Payment Arrangement or the Financial Support Program, the City will refer customers to other organizations, including:

- [Pierce County Human Services](#) (provides assistance for utility and rental costs);
- [WA Department of Commerce](#) (provides mortgage assistance to homeowners);
- [Department of Commerce Disaster Cash Assistance Program](#);
- 211 United Way Worldwide
- Local churches;
- Local social or service organizations.



REQUEST FOR EXTENDED PAYMENT ARRANGEMENT

The Deferred Payment Arrangement will grant customers a two month payment deferral, during which time no late fees or service interruptions would be imposed. After the expiration of the payment deferral period, customer may request up to a twelve month extended payment plan to spread out the cost of outstanding balances and/or apply to other customer support programs, in coordination with the City of Sumner.

Utility Account Number:	
Account Holder Name:	
Service Address:	
Property Owner Name (if different)	
Deferral Request Date	
Total Amount Deferred	
Monthly Payment	
First Payment Plan Installment Due Date	
Payment Plan Due Date*	

*All Payment Plan payments should be made at City Hall during business hours or in the City Hall dropbox.

ATTESTATION OF APPLICANT:

- ☐ **Yes**, I attest that, due to impacts directly caused by the Covid-19 pandemic, I have been financially impacted and am unable to timely pay my outstanding utility balance.
- ☐ **Yes**, I have been advised of the Covid-19 Financial Support program offered through the local Community Action Agencies.
- ☐ **Yes**, I understand that by defaulting on this payment plan, my service may be scheduled for interruption, and full payment of any missed/late payments together with a restoration fee may be required to restore any interrupted service.

Under penalty of perjury, We/I declare that we/I have examined this application and policy, and to the best of our/my knowledge and belief, it is true and correct and accurate.

Applicant Signature	_____	Date	_____
Owner Signature <i>if</i> <i>Applicant is tenant</i>	_____	Date	_____
		ID confirmed	_____
Finance Signature	_____	Date	_____



SUBJECT: Monthly Sales Tax Report

CATEGORY: Information Only

BUDGET IMPACT:

Expenditure Required: None

Within Budget Allocation: N/A

ATTACHMENTS:

STAFF CONTACT: Kassandra Raymond, Chief Financial Officer

SUMMARY BACKGROUND:

Staff will provide a monthly report on sales tax activities and receipts. Information is limited to those with appropriate Department of Revenue information on file.

COUNCIL COMMITTEE/STUDY SESSION: Finance & Personnel Committee

MEETING/STUDY SESSION DATE: 10/6/2021

COMMITTEE RECOMMENDATION: Informational only; no action required.

STAFF RECOMMENDATIONS/MOTION:

Informational only; no action required.



SUBJECT: Recruitment & Negotiation Update

CATEGORY: Information Only

BUDGET IMPACT:

Expenditure Required: None

Within Budget Allocation: N/A

ATTACHMENTS:

STAFF CONTACT: Jeff Steffens, Administrative Services Director

SUMMARY BACKGROUND:

Staff will provide a verbal update on recruitment and negotiation activities.

COUNCIL COMMITTEE/STUDY SESSION: Finance & Personnel Committee

MEETING/STUDY SESSION DATE: 10/6/2021

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