



**PUBLIC WORKS COMMITTEE MEETING
AGENDA
CITY HALL – 1104 MAPLE STREET
NOVEMBER 2, 2021 4:00 PM**

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

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

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

Join Zoom Meeting

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

Meeting ID: 871 0196 4344

One tap mobile

+12532158782,,87101964344# US (Tacoma)

COMMITTEE BUSINESS

1. Resolution 1599 - Interlocal Agreement with City of Pacific re: Extension of Sewer and Water to Mosby Parcel
2. Operations Facility - Design Supplement
3. Sumner Tapps Guardrail Upgrade – Construction Management Supplement

REPORTS

ADJOURNMENT

SUBJECT: Resolution 1599 - Interlocal Agreement with City of Pacific re: Extension of Sewer and Water to Mosby Parcel

CATEGORY: Resolution

BUDGET IMPACT:

Expenditure Required: None

Within Budget Allocation: N/A

ATTACHMENTS:

1. Resolution 1599 ILA with Pacific for Extension of Utilities

STAFF CONTACT: Andrea Marquez, City Attorney

SUMMARY BACKGROUND:

The City of Pacific is home to a parcel of property, owned currently by the Mosby Family, that is immediately north of the Sumner City limits, Sumner utility service area, and located within King County. The Mosby property is unfortunately landlocked and not able to be serviced by the City of Pacific utilities without boring under the White River. The City of Pacific requested that Sumner consider revising its service area to extend sewer and water to the property, and in exchange, the City of Pacific would relinquish the property from its service area and agree to give up all the impact fees and system development charges associated with the utility extension. This extension will require approval by both the Pierce and King County boundary review boards, as well as Department of Ecology. In addition, the revision of the service areas will require amendments to the comprehensive plans and both Cities' comprehensive water system plans. The process is lengthy, but the first step is an agreement between Sumner and Pacific to allow the work to proceed. Before you tonight is an Interlocal Agreement between Pacific and Sumner outlining the terms of the agreement and explaining each city's obligations.

COUNCIL COMMITTEE/STUDY SESSION: Public Works Committee

MEETING/STUDY SESSION DATE: 11/2/2021

COMMITTEE RECOMMENDATION: Do-Pass

STAFF RECOMMENDATIONS/MOTION:

Approve Resolution 1599 and authorize the Mayor to execute an Interlocal Agreement with the City of Pacific for the extension of utilities outside the City's current service area to the Mosby property.

RESOLUTION NO. 1599

CITY OF SUMNER, WASHINGTON

A RESOLUTION OF THE CITY OF SUMNER, WASHINGTON, AUTHORIZING THE MAYOR TO ENTER INTO AN INTERLOCAL AGREEMENT BETWEEN THE CITY OF SUMNER AND THE CITY OF PACIFIC FOR THE EXTENSION OF WATER AND STORM UTILITY SERVICES INTO THE CITY OF PACIFIC.

WHEREAS, the City of Sumner and the City of Pacific seek to enter into an interlocal agreement enabling the City of Sumner to modify its water and sewer service areas and extend utilities into the City of Pacific, King County and Pacific's service area to provide utility services to a currently landlocked parcel unable to be reasonably served by the City of Pacific utilities; and

WHEREAS, the City Council has determined it to be in the best interest of the City of Sumner and the City of Pacific to enter into said interlocal agreement; and

WHEREAS, the City of Sumner is authorized, pursuant to Chapter 39.34 RCW, Interlocal Cooperation Act, to enter into such agreement;

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

Section 1. Authorization. That the City Council hereby approves the Interlocal Agreement between the City of Sumner and the City of Pacific for the purpose of water and sewer utilities services extension, a copy of which is attached and incorporated by reference, and authorizes the Mayor to sign said agreement on behalf of the City of Sumner substantially in a form as approved by the City Attorney.

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 resolution, including but not limited to the correction of clerical errors; or references to other local, state, or federal laws, codes, rules, or regulations.

Section 3. Effective Date. This resolution shall take effect and be in force immediately upon passage by the City Council.

ADOPTED AND APPROVED this 15th day of November, 2021.

Attest:

William L. Pugh, Mayor

Michelle Converse, City Clerk

Approved as to form:

Andrea Marquez, City Attorney

**INTERLOCAL AGREEMENT
BETWEEN THE CITY OF PACIFIC AND THE CITY OF SUMNER
FOR SANITARY SEWER, WATER, AND STORMWATER SERVICES**

THIS INTERLOCAL AGREEMENT ("Agreement") is made and entered into this _____ day of _____, 2021 by and between the City of Pacific, a municipal corporation of the State of Washington ("Pacific") and the City of Sumner, a municipal corporation of the State of Washington ("Sumner") (collectively "Parties" or individually a "Party") for the purposes set forth herein.

RECITALS

WHEREAS, Sumner is a non-charter optional municipal code city incorporated under the laws of the State of Washington, with authority to enact laws and enter into agreements to promote the health, safety, and welfare of its citizens and for other lawful purposes; and

WHEREAS, Pacific is a non-charter optional municipal code city incorporated under the laws of the State of Washington, with authority to enact laws and enter into agreements to promote the health, safety, and welfare of its citizens and for other lawful purposes; and

WHEREAS, Burr W. Mosby owns real property located at 5621 A St SE and 5635 A St SE within the City limits of Pacific, in the State of Washington, identified as King County Tax Parcel Nos. 362104-9016 and 362104-9077, and as legally described as set forth on Exhibit 1, attached hereto and incorporated by reference ("Mosby Property").

WHEREAS, the Mosby Property is within the public works service area of the City of Pacific, but the nearest connection to Pacific's facilities available to the Mosby Property would require an extension under (or over) the White River, including critical area(s) and shoreline; and

WHEREAS, SeaPort-Land LLC, A Washington limited liability company, owns real property directly adjacent to the Mosby property and within the City limits of Sumner ("Tarragon Property") and has agreed to allow the Mosby property to connect to Sumner facilities through the Tarragon Property; and

WHEREAS, Sumner's Public Works Department provides sanitary sewer, municipal water, and stormwater services within Sumner's utility service areas and is willing to, and capable of providing the Mosby Property with sanitary sewer, municipal water, and stormwater services; and

WHEREAS, based on the potential construction impacts to critical areas and the substantial costs associated with a proposed connection between the Mosby Property and Pacific's utility infrastructure, it is economically and technologically inefficient for

Pacific to provide sanitary sewer service to the Mosby Property; and

WHEREAS, both Sumner and Pacific strive to provide the most efficient means of providing sanitary sewer, water, and stormwater services to their residents and ratepayers; and

WHEREAS, pursuant to RCW 35.92.170 and 35.67.310, a code city may permit a connection with its water or sanitary sewer services beyond its corporate limits on terms and conditions as may be prescribed by ordinance, and evidenced by an agreement between the city and owner; and

WHEREAS, the owner of the Mosby Property has stated an interest in connecting to Sumner's facilities; and

WHEREAS, the Parties agree that Sumner would be best able to provide sanitary sewer, water, and stormwater services for the Mosby Property; and

WHEREAS, the Interlocal Cooperation Act, RCW 39.34 authorizes municipalities to contract with each other for the provision of local government services; and

WHEREAS, the City of Pacific approved a zoning amendment, rezoning the Mosby Property from Residential Open Space (RO) to Light Industrial (LI) with a Manufacturing Industrial Center (MIC) Overlay zone. The amendment is set forth in Exhibit 2 attached hereto and made a part of as though fully set forth at length; and

WHEREAS, changes to water and sewer service areas are subject to review by the Washington State Department of Health under chapter 70A.100 RCW, and prior to this Agreement's entry into force, changes to Sumner's and Pacific's water service area must be approved by the Washington State Department of Health and any other entity with jurisdiction.

WHEREAS, the extension of water or sewer facilities outside of the boundaries of a city, and the reduction of a service area are both subject to review by the Boundary Review Board under chapter 36.93 RCW, and prior to entry into force this Agreement must be approved by both the Pierce and King County Boundary Review Boards.

AGREEMENT

NOW, THEREFORE, in consideration of the terms and condition herein, the Parties agree as follows:

1. **Recitals.** The recitals set forth above are hereby incorporated into this Agreement
2. **Provision of Services.**

A. The purpose of this Agreement is to provide for sanitary sewer, water, and stormwater services to the Mosby Property through connection to Sumner's facilities.

B. Pacific authorizes Sumner to provide sanitary sewer, water, and stormwater services for the Mosby Property, identified as King County Tax Parcel Nos. 362104-9016 and 362104-9077, and as legally described as set forth on Exhibit 1, located within Pacific's corporate boundaries.

C. Sumner agrees to do all things necessary and/or appropriate to provide sanitary sewer, water, and stormwater services for the Mosby Property located within Pacific's jurisdiction, including but not limited to the procurement of any necessary approvals for the extension of services into the City of Pacific and King County, Washington to provide these services.

D. Pacific agrees to do all things necessary and/or appropriate to remove the Mosby Property from its service area so as to enable Sumner to provide services, including but not limited to receiving any necessary permissions from the King County Boundary Review Board.

E. As the designated provider of public works services, Sumner shall process all permits and approvals required for sanitary sewer, water, and stormwater service connection and/or operation, and shall be entitled to all system development costs and other fees associated with the development of the Mosby Property.

F. The Mosby Property shall at all times and in perpetuity be a Sumner sanitary sewer, water, and stormwater customer and subject to Sumner's rates and charges, including connection charges. Sumner shall bill the Mosby Property directly for services.

3. **Water System Plans.** Sumner and Pacific shall amend their respective Water System Plans to reflect the change in service area. Sumner and Pacific will both obtain approval of the amended plans from the Pierce and King County Utilities Technical Review Committee, respectively, and Washington State Department of Health. No connection to facilities shall commence prior to this approval.

4. **Boundary Review.** Sumner and Pacific will obtain approval of the service area changes from both the King County Boundary Review Board and Pierce County Boundary Review Board. No connection to facilities shall commence prior to this approval.

5. **Indemnification.**

Sumner shall indemnify, defend and hold harmless Pacific, its employees, servants, and agents from any and all claims, demands, suits, actions, damages, recoveries,

judgments, costs, or expenses (including without limitation, attorneys' and expert witness fees) arising or growing out of or in connection with or related to, either directly or indirectly the connection to, and provision of sanitary sewer service to the Mosby Property, except to the extent such claims arise from the sole or partial negligence, error or omissions of Pacific, its employees, servants, and agents. Sumner agrees that its obligations under this subparagraph extend to any claim, demand and/or cause of action brought by or, or on behalf of, any of its employees or agents. For this purpose, Sumner, by mutual negotiation, hereby waives, as respects Pacific, any immunity that would otherwise be available against such claims under the Industrial Insurance provisions of Title 51 RCW. In the event Pacific incurs any judgment, award, and/or cost arising therefrom including attorneys' fees to enforce the provisions of this article, all such fees, expenses, and costs shall be recoverable from Sumner.

Pacific shall indemnify, defend and hold harmless Sumner, its employees, servants, and agents from any and all claims, demands, suits, actions, damages, recoveries, judgments, costs, or expenses (including without limitation, attorneys' and expert witness fees) arising or growing out of Pacific's sole or partial negligence, in carrying out its obligations herein. Pacific agrees that this its obligations under this subparagraph extend to any claim, demand and/or cause of action brought by or, or on behalf of, any of its employees or agents. For this purpose, Pacific, by mutual negotiation, hereby waives, as respects Sumner, any immunity that would otherwise be available against such claims under the Industrial Insurance provisions of Title 51 RCW. In the event Sumner incurs any judgment, award, and/or cost arising therefrom including attorneys' fees to enforce the provisions of this article, all such fees, expenses, and costs shall be recoverable from Pacific.

6. **Property and Financing.** No joint property is being acquired by the parties to this Agreement. No joint financing of any purchase, improvement, or activity is provided for in this Agreement and all construction shall be accomplished at no cost and expense to the City of Sumner.
7. **Compliance with Law.** Nothing in this Agreement shall be construed as excusing a Party from compliance with any applicable federal, state, or local laws and regulations. All such requirements and regulations are hereby made a condition of this Agreement. Violation of any such requirement or regulation shall constitute a breach of this Agreement by either Party.
8. **Binding on Successors.** This Agreement shall be binding upon and inure to the benefit of the successors and assigns of the Parties.
9. **Governing Law and Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of Washington. The venue of any action brought arising out of this Agreement shall be King County Superior Court, Washington.

10. **Legal Review.** This Agreement has been reviewed and revised by legal counsel for all parties and no presumption or rule that ambiguity shall be construed against the party drafting the document shall apply to the interpretation or enforcement of this Agreement. These parties intend this Agreement to be interpreted to the full extent authorized by applicable law.
11. **No Third Party Beneficiaries.** This Agreement is made and entered into for the sole protection and benefit of the parties hereto and their successors and assigns. No other person shall have any right of action based upon any provision of this Agreement.
12. **Authority to Enter Agreement.** Each party represents and warrants that it has the full authority to enter into this Agreement, and that the individual executing this Agreement on its behalf is authorized to do so.
13. **Entire Agreement.** This Agreement represents the entire Agreement between the parties with respect to the subject matter hereof, and supersedes any prior agreements or understandings, written or oral, between the parties. Any agreement or modification of the terms and conditions of this Agreement shall be pursuant to a written document signed by both parties.
14. **Execution.** This Agreement may be executed in several counterparts, each of which shall be deemed an original, and all counterparts together shall constitute by tone and the same instrument.
15. **Recording and Retention.** A copy of this Agreement shall be filed with the Sumner and Pacific City Clerks and, Pacific shall record a copy with the King County Auditor.
16. **Effective Date and Termination.** This Agreement shall be effective upon execution by both parties. The Agreement shall have no termination date and remain in effect unless terminated by either party by 180 days prior written notice to the other party.
17. **Notices.** All notices required under this Agreement shall be deemed sufficient if sent in writing by U.S. Mail or by electronic mail. All notices shall be delivered to the following addresses or to any other or additional addresses as may be specified from time to time by notice to either party. Notices shall be deemed received on the day sent electronically or 3 business days after the notice is placed in the U.S. Mail.

Sumner: Mike Dahlem
 Public Works Director
 City of Sumner

1104 Maple St.
Sumner, WA 98390

With a copy to: Sumner City Attorney

Pacific: Jim Morgan
Public Works Director
City of Pacific
100 3rd Avenue SE
Pacific, WA 98047

With a copy to: Pacific City Attorney

IN WITNESS WHEREOF, each of the parties has executed this Agreement by having its authorized representative affix his/her name in the appropriate space below:

CITY OF PACIFIC

CITY OF SUMNER

Name: _____
Title: _____

Name: _____
Title: _____

Date: _____

Date: _____

Attested to:

Attested to:

Name: _____
Title: _____

Name: _____
Title: _____

SUBJECT: Operations Facility - Design Supplement

CATEGORY: Consent

BUDGET IMPACT:

Expenditure Required: \$671,290.00

Within Budget Allocation: Yes

ATTACHMENTS:

1. Supplement with Scope and Fee

STAFF CONTACT: Doug Beagle, Development Services Director

SUMMARY BACKGROUND:

During the process of designing our new facility, the City added the properties located at 14403 & 14415 29th Street to the new Operations Facility project. There is also a need for engineering to be done for the demolition and pre-loading that were not part of the original contract.

Early Site Development Package:

- o Scope to include site/building demolition and preloading over two - three phases.

- o Design, Permitting and Construction Administration

· **North Site Development:**

- o Scope to include design for site and building development. Program includes a pre engineered canopy for decant, tipping wall, bulk material, and other laydown storage areas. See Exhibit A.1 for site plan concept.

- o Design, Permitting and Construction Administration

· **Full Street and Frontage Improvements:**

- o Scope to include sidewalk, curb, gutter, street and frontage improvements per City standards along both sites along 29th.

- o Design, Permitting and Construction Administration

COUNCIL COMMITTEE/STUDY SESSION: Public Works Committee

MEETING/STUDY SESSION DATE: 11/2/2021

COMMITTEE RECOMMENDATION: Do-Pass

STAFF RECOMMENDATIONS/MOTION:

A motion approving a supplement to TCF Architect Consultant Services Contract for the Operations Facility (CIP 17-13), increasing the contract amount by \$671,290.00 to a total authorized amount not-to-exceed \$4,666,921.00, and authorizing the Mayor and City Administrator to execute any and all documents necessary to effectuate the amendment, substantially in a form as approved by the City Attorney.



SUPPLEMENT NO. 3

NAME OF CONSULTANT, CONTRACTOR OR VENDOR: **TCF Architecture, PLLC**

CONTRACT NAME & PROJECT NUMBER: **Operations Facility Design (CIP 17-13)**

ORIGINAL AGREEMENT DATE: **June 22, 2020**

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

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

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

See Exhibit A.

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

Original Contract Sum, <i>including applicable WSST</i>	\$312,817.00
Net Change by Previous Amendments <i>including applicable WSST</i>	\$3,682,814.00
Current Contract Amount <i>including all previous amendments</i>	\$3,995,631.00

Current Amendment Sum	\$671,290.00
Applicable WSST Tax on this Amendment	\$N/A
Revised Contract Sum	\$4,666,921.00

Original Time for Completion (insert date)	12/31/2020
Revised Time for Completion under prior Amendments (insert date)	12/31/2021
Add'l Days Required (±) for this Amendment	730 calendar days
Revised Time for Completion (insert date)	12/31/2023

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

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

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

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

CONSULTANT, CONTRACTOR OR VENDOR: By: _____ (signature) Print Name: <u>Randy Cook</u> Its <u>Managing Principal</u> (Title) DATE: _____	CITY OF SUMNER: By: _____ (signature) Print Name: <u>William L. Pugh</u> Its <u>Mayor</u> (Title) DATE: _____
CITY OF SUMNER: By: _____ (signature) Print Name: <u>Jason Wilson</u> Its <u>City Administrator</u> (Title) DATE: _____	APPROVED AS TO FORM: _____ Sumner City Attorney

Additional Service Request 1

EXHIBIT A

CITY OF SUMNER

EARLY SITE DEVELOPMENT PACKAGE, NEW NORTH SITE DEVELOPMENT, AND FULL STREET AND FRONTAGE IMPROVEMENT

Doug Beagle
Development Services Director
City of Sumner

Dear Doug,

The City has requested that TCF and our subconsultants move forward with design through construction services for several additional scope items. The following is a summary of the additional efforts and scope changes included as part of this additional service request:

- **Early Site Development Package:**
 - Scope to include site/building demolition and preloading over two - three phases.
 - Design, Permitting and Construction Administration
- **North Site Development:**
 - Scope to include design for site and building development. Program includes a pre engineered canopy for decant, tipping wall, bulk material, and other laydown storage areas. See Exhibit A.1 for site plan concept.
 - Design, Permitting and Construction Administration
- **Full Street and Frontage Improvements:**
 - Scope to include sidewalk, curb, gutter, street and frontage improvements per City standards along both sites along 29th.
 - Design, Permitting and Construction Administration

This additional scope includes the following consultants:

- **Architectural Design** – TCF Architecture
- **Structural Engineering** – AHBL Engineers
- **Civil Engineering** – JMJ Team
- **MEP Engineering** – BCE Engineers
- **Landscape Architecture** – SiteWorkshop
- **Cost Estimating** – RC Cost Group
- **Haz Mat Survey** – PBS Environmental
- **Survey** – AHBL Engineers

See the attached sub consultant scope letters for more specific scope detail. The original Professional services agreement is still applicable.

Thank you,



Mark Hurley
TCF Architecture
Principal

Attachments

Exhibit A.1 – North Site Conceptual Site Plan
Exhibit B – Fee Summary
Exhibit C – Consultant Proposals



ADDITIONAL SERVICES - New Public Works Facility

Updated 10-26-21

	Consultant Labor Fees	Add'l Services Subtotals	Remarks
ADDITIONAL SERVICES - Early Site Package, Full Street and Frontage Improvements, and North Site Design, Bidding and Construction			
AS-0 Architecture - TCF Architecture, PLLC	\$218,000	\$218,000.00	
Early Site Package - Design	\$18,000		
Early Site Package - Bidding	\$10,000		
Early Site Package - Construction	\$14,000		
Early Site Package - Consultant Management and Coordination	\$12,000		
North Site - Design	\$70,000		
North Site - CUP/ Permitting	\$10,000		
North Site - Rendering and Special Graphics	\$12,000		
North Site - Bidding	\$5,000		
North Site - Construction	\$23,000		
North Site - Consultant Management and Coordination	\$44,000		
AS-1 Structural Engineering - AHBL	\$25,000	\$25,000.00	
North Site - Design	\$18,000		
North Site - Bidding	\$1,000		
North Site - Construction	\$6,000		
AS-2 MEP Engineering - BCE Engineers	\$25,200	\$25,200.00	
North Site - Design (Street and Frontage)	\$3,600		
North Site - Design	\$21,600		
AS-3 Equipment Consulting - Pinnacle	\$0	\$0.00	
-	\$0		
AS-4 Civil Engineering - JMJ Team	\$355,380	\$355,380.00	
Early Site Package - Design	\$47,345		
Early Site Package - Bidding	\$4,700		
Early Site Package - Construction	\$33,690		
North Site - Design (Street and Frontage)	\$42,805		
North Site - Design	\$148,060		
North Site - CUP/ Permitting	\$30,970		
North Site - Bidding	\$2,080		
North Site - Construction	\$45,730		
AS-5 - Landscape Architecture - SiteWorkshop	\$16,750	\$16,750.00	
North Site - Design	\$15,000		
North Site - Bidding	\$500		
North Site - Construction	\$1,250		
AS-6 Cost Estimating - RC Cost Group	\$8,050	\$8,050.00	
North Site - Design	\$8,050		
AS-7 Envelope Consulting - ABBAE	\$0	\$0.00	
-	\$0		
AS-8 Hardware Consulting - Adams Consulting & Estimating	\$0	\$0.00	
-	\$0		
AS-9 Acoustical Engineering - Tenor	\$0	\$0.00	
-	\$0		
AS-10 Coatings Consulting - TM Coatings	\$0	\$0.00	
-	\$0		
AS-11 - Hazardous Material Survey - PBS Environmental	\$14,760	\$14,760.00	See Also - Reimbursable Expenses Below
Haz Mat Survey	\$11,900		
Design Services	\$2,860		
AS-12 - Geotech - GeoDesign Inc	\$0	\$0.00	
-	\$0		
AS-13 - Survey - AHBL	\$7,350	\$7,350.00	See Also - Reimbursable Expenses Below
North Site	\$7,350		
SUBTOTAL ADDITIONAL SERVICES	\$670,490	\$670,490	
TCF Mark-up on Additional Services	0.00%	\$0	
TOTAL ADDITIONAL SERVICES		\$670,490	
REIMBURSABLE EXPENSES BUDGETS			
TCF		\$0.00	
Consultant's Reimbursables Budgets			
AHBL (survey)		\$200.00	
PBS Environmental		\$600.00	
Subtotal Consultant Reimbursables		\$800.00	
TCF Mark-up on Reimbursables	0.00%	\$0.00	
Budget for approved direct expenses		\$800	As incurred
MANAGEMENT RESERVE FUND (MRF)			
Management Reserve Fund		\$0	
The Management Reserve Fund is established to provide the City with contingency funds for use in employing additional consulting services as project needs may demand. Use of the fund requires City authorization.			
GRAND TOTAL		\$671,290	

ASSUMPTIONS AND EXCLUSIONS

1. **Plan Review and Permitting Costs/Fees:** Building plan and permitting fees, special use permit fees, agency legal costs, and other agency-related fees/costs are NOT included.
2. **Consultant Exclusions:** Refer to separate consultant proposals for specific exclusions.
3. **Sustainability Certification:** Although sustainability strategies will be implemented as part of design, the project is not pursuing LEED certification or other environmental stewardship certifications.
4. **Bid Document Printing and Distribution:** Costs for printing and distributing Bid Documents (drawings, project manuals, addenda), are not included.
5. **Furniture:** Furniture design, detailed layout and procurement is not part of this scope
6. **Commissioning:** Not included as part of this scope. TCF would prefer the City brings this on. We can coordinate as we get closer to construction.

AUTHORIZATION FOR ADDITIONAL SERVICES



TO: Mark Hurley, AIA
TCF Architecture PLLC
902 N 2nd Street
Tacoma, WA 98403
EMAIL: mark@tcfarchitecture.com

DATE: September 20, 2021
PROJECT NO.: 2200150.20
PROJECT NAME: CSPW North Parcel
SUBJECT: Structural Scope and Fee

SERVICES PROVIDED:

☐ Civil Engineering ☒ Structural Engineering ☐ Land Use Planning ☐ Landscape Architecture ☐ Land Surveying

DESCRIPTION OF WORK:

The following additional services have been requested:

Structural engineering associated with proposed structures at the North Parcel of the City of Sumner Public Works Facility. The anticipated scope is based upon the Predesign Study exhibit dated April 2021. The project will include structural engineering associated with a covered material storage canopy, a cast in place concrete tipping wall structure as well as a material storage area consisting of ecology block walls on a concrete slab on grade.

North Parcel Structural Engineering – Task 26

1. Coordinate with TCF Architecture as well as geotechnical, civil and MEP consultants.
2. Prepare structural calculations.
3. Prepare Revit model and engineered construction drawings.
4. Review cost estimates prepared by others.
5. Structural site design will include the design of the tipping wall (an elevated slab on grade and associated retaining walls for dumping of refuse) as well as retaining walls associated with storage bunkers.
6. The structural scope will include the design of any concrete walls and pits / sumps associated with the decant facility.
7. Review specifications prepared by TCF Architecture.
8. Assist the client/owner during the permitting process.

North Parcel Bidding Services – Task 27

9. Attend project pre-bid meetings, respond to contractor questions and review contractor-requested substitutions / changes as they relate to the design.
10. We can bill our structural bidding phase services on a time and expense basis against the noted allowance.

North Parcel Construction Phase Services – Task 28

11. Review shop drawings, test reports, and contractor-requested changes as they relate to the design.



12. Observe construction, which includes visits to the site at appropriate intervals to become familiar with the quality and progress of the work as it is relative to the primary structural system, and prepare observation reports.
13. We can bill our structural engineering construction phase services on a time and expense basis against the noted allowance.

BILLING SUMMARY:

Task 26: North Parcel Structural Engineering	\$18,000
Task 27: North Parcel Bidding Services (T&E est.)	\$1,000
Task 28: North Parcel Construction Phase Services (T&E est.)	\$6,000

AGREEMENT:

Client agrees to the scope of additional services and additional costs/fee set forth above. Further, Client agrees that this Authorization for Additional Services is subject to the same terms and conditions as specified in the original Contract/Agreement dated January 27, 2021. AHBL's receipt of a signed copy of this Authorization for Additional Services shall constitute its notice to proceed with performance.

Client Purchase Order No: _____

Client Name: _____

Signature: _____ Date: _____

Printed Name/Title: _____

AHBL Project Mgr. Signature:  _____ Date: 9/20/2021

AHBL Proj. Mgr. Printed Name: Andrew McEachern, P.E., S.E.

☒ TACOMA	☐ SEATTLE	☐ SPOKANE	☐ TRI-CITIES
2215 North 30 th Street, Suite 300	1200 6 th Avenue, Suite 1620	827 West First Avenue, Suite 220	5804 Road 90, Suite H
Tacoma, WA 98403-3350	Seattle, WA 98101-3117	Spokane, WA 99201-3904	Pasco, WA 99301-8551
253.383.2422 TEL	206.267.2425 TEL	509.252.5019 TEL	509.380.5883 TEL

c: Accounting

ADM/

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September 21, 2021

TCF Architecture
902 North Second Street
Tacoma, Washington 98403

Attn: Mark Hurley

RE: City of Sumner Improvement of North Side of 29th St E. – Electrical Fee

Dear Mark,

Thank you for including us for Electrical design services for the above project. The scope of work as we understand it is as follows:

Scope of Work

- Additional coordination and design of streetlighting for North side improvements of 29th St E.
- Additional coordination with PSE, Civil and city for relocating overhead power poles on both sides of 29th St E.
- Electrical specifications as needed
- CA services to include submittal reviews, RFI response and (1) punchlist.

We propose a **fixed fee of \$3,600** to cover this service. Bid and CA services portion will be covered in the current Public Works Facility fee with no additional charge.

If the scope of work changes from that described above we reserve the right to charge additional fee. You will be notified before any out of scope work begins for concurrence of additional fee.

Again, thank you for the opportunity to work on this project with you, and if you have any questions please do not hesitate to call.

Sincerely,

BCE ENGINEERS, INC.

Chuck Heaton, PE
Principal



September 21, 2021

TCF Architecture
902 North Second Street
Tacoma, Washington 98403

Attn: Mark Hurley

RE: City of Sumner Decant Storage Canopy, North Parcel Site – MEP Fee

Dear Mark,

Thank you for including us for MEP design services for the above project. The scope of work as we understand it is as follows:

Scope of Work

- Design of trench drain for decant canopy to within 5' outside of building. Civil to take from there.
- Design of high-volume hose bib for washdown in decant canopy to within 5' outside building. Civil to take from there.
- Design of canopy lighting and site lighting.
- Design of power to canopy.
- Design of power and low voltage control of gate. Gate and drive loops by others
- Standard SD, DD, CD and bid submittals
- MEP specifications
- CA services to include submittal reviews, RFI response and (1) punchlist.

We propose a **fixed fee of \$21,600** to cover this service. Bid and CA services portion will be covered in the current Public Works Facility fee with no additional charge.

If the scope of work changes from that described above we reserve the right to charge additional fee.

You will be notified before any out of scope work begins for concurrence of additional fee.

Again, thank you for the opportunity to work on this project with you, and if you have any questions please do not hesitate to call.

Sincerely,

BCE ENGINEERS, INC.

Chuck Heaton, PE
Principal

SCOPE OF WORK

This Scope of Work, submitted to TCF Architecture includes services for additional civil design, permitting, public bidding, and construction engineering support for the development of the new public works facility on an approximate 7-acre existing large lot residential site. The added scope of work is to do complete frontage improvements on 29th Street E and to prepare a separate site demolition, TESC, and Preload package for early construction.

Our understanding is that the Jurisdiction and project owner is the City of Sumner, and the project team is led by TCF Architecture. MJM TEAM will proactively collaborate with the project team and project owner/jurisdiction to ensure the civil system designs are coordinated with other team disciplines and meet the expectations of the project owner/jurisdiction.

TASKS AND DELIVERABLES

Phase 1: Civil Design – 29th Street E Full Design

Objective:

To obtain City of Sumner civil permits and bid documents for the construction of full roadway improvements to 29th Street E, including roadway, sidewalks, storm drainage, illumination, and electrical coordination.

Task 1: Civil Design and Permitting

Approach:

- Collaborate with the project team to produce civil documents for additional offsite improvements including:
 - AutoCAD Civil 3D design files
 - Civil engineering discipline drawings and figures in PDF format
 - Technical reports and documentation in Word and PDF format
 - Construction cost estimates in Excel and PDF format
- Tasks include full roadway design of:
 - Roadway alignment plans
 - Roadway cross sections
 - Roadway grading
 - Sidewalk and Planter plans
 - Storm drainage collection plans
 - Site Access
 - Illumination, power, and communications coordination

Phase 2: Civil Design and Permitting – Early Site Preparation

Objective:

To obtain City of Sumner civil permits and bid documents for the construction of early site improvements including site demo, TESC, and preload of the new public works facility.

Task 1: Civil Design and Permitting

Approach:

- Collaborate with the project team to produce civil documents for on-site improvements including:
 - Civil meeting minutes in Word and PDF format

- AutoCAD Civil 3D design files
 - Civil engineering discipline drawings and figures in PDF format
 - Technical reports and documentation in Word and PDF format
 - CSI Technical specifications in Word and PDF format
 - Construction cost estimates in Excel and PDF format
- Tasks of the Civil Design and Permitting include:
 - Team Meetings and Coordination
 - City Meetings
 - Civil Design and Drawings (approximately 30) including:
 - Cover Sheet and Standard Plans
 - Existing Site Plans
 - Demolition Plans
 - Erosion Control Plans
 - Site Prep/Subsurface Drainage
 - Preload Sequence Plans
 - Stormwater Report and SWPPP
 - Specifications
 - Construction Cost Estimate
 - Permit Submittals/Revisions/Resubmittals
 - NPDES Permit Submittal

Phase 3: Construction Administration – Civil Engineering – Early Site Prep

Objective:

To achieve the following tasks:

1. Team collaboration during construction of the project
2. Provide civil engineering services during construction for the successful completion and acceptance of project.
3. Respond to contractor request for information (RFI)
4. Review product submittals
5. Produce As-built drawings for jurisdiction submittal

Approach:

- Attend and contribute to team meetings when needed (assume bi-weekly)
- Respond to contractor request for information (RFI)
- Revise civil plans as necessary
- Review and track product submittals
- Maintain record drawings
- Deliverables: RFI responses, revised plans, record drawings

ASSUMPTIONS

- Electronic copies of all deliverables will be provided for reproduction by others
- Jurisdiction permit and application fees are not included
- Standard expenses such as mileage and basic copies are included
- Services such as geotechnical, structural, architecture, landscape architecture and MEP are by others and not included
- Ground improvements such as preload, foundation/subgrade improvements are not included as the geotechnical evaluation has not been completed

PROJECT FEES

A summary of the Phase totals is provided below. The fee is to be billed on a lump sum basis not to exceed the agreed upon total fee without prior approval.

JMJ Team
Civil Engineering Budget Proposal

CLIENT: TCF Architecture

JMJ # 15xx Sumner Public Works Facility Amendment 1		STAFF	Senior Engineer	Senior Planner	Engineer	Drafter	Senior Consultan t					TOTAL HOURS	TOTAL COST	SUBTOTALS
WO #		BILL RATES	\$210.00	\$175.00	\$135.00	\$95.00	\$150.00							
1.0 Frontage Design (Full Roadway)														
Team Meetings (2) and Coordination			6		6							12	\$2,070	
City Meetings (2)			4		4							8	\$1,380	
Existing Site Plans			1		2	4						7	\$860	
Demo and Erosion Control Plans			1		8	16						25	\$2,810	
Roadway Alignment Plans			2		24	40						66	\$7,460	
Roadway Cross Sections			2		16	16						34	\$4,100	
Roadway Grading Plans			2		16	40						58	\$6,380	
Roadway Stormwater Plans			2		16	32						50	\$5,620	
Roadway Detail Plans			2		16	24						42	\$4,860	
Roadway Channelization Plans			1		1	8						10	\$1,105	
Roadway Illumination Coordination			2		8	8						18	\$2,260	
Roadway Power/Comm Coordination			1		8	8						17	\$2,050	
Construction Cost Estimate			2	2	8							12	\$1,850	
<i>Subtotal</i>												359		\$42,805
2.0 Early Site Work Civil Design Package														
Team Meetings (4) and Coordination			4		8							12	\$1,920	
City Meetings (2)			4		4							8	\$1,380	
Cover Sheet					1	2						3	\$325	
Existing Site Plans - Onsite			1		4	4						9	\$1,130	
Demolition Plans			2		16	24						42	\$4,860	
Erosion Control Plans			2		16	16						34	\$4,100	
Preload Sequence/Grading Plans			8		60	60						128	\$15,480	
Preload Details			2		24	32						58	\$6,700	
Stormwater Modeling and Memo			1	2	12							15	\$2,180	
Specifications			4	16	32							52	\$7,960	
Construction Cost Estimate			2	2	4							8	\$1,310	
<i>Subtotal</i>												369		\$47,345
3.0 Early Site Work Bid-Construction Administration (6-Months)														
Bid Assistance			8	8	12							28	\$4,700	
Meetings (12)			12		24							36	\$5,760	
City Meetings (4)			4		4							8	\$1,380	
RFI's (10)			10	10	30	30						80	\$10,750	
Submittals			4	8	24							36	\$5,480	
Record Drawings			2	4	16	16						38	\$4,800	
Site Inspections			16		16							32	\$5,520	
<i>Subtotal</i>												258		\$38,390
Construction Administration Total												258		\$38,390
Project Total			114	52	440	380						986	\$128,540	\$128,540

SCOPE OF WORK

This Scope of Work, submitted to TCF Architecture includes services for land use approval, civil design, permitting, public bidding, and construction engineering support for the development of the North Side new public works facility on an approximate 2-acre existing large lot residential site. The project includes onsite development of open buildings and a decant facility that will require extensive civil improvements including:

- Site Layout
- On-Site Parking and Driveways
- Grading and Drainage
- Paving and Surfacing
- Site Retaining Walls
- Domestic Water Systems
- Fire Water Systems
- Storm Water Systems
- Sanitary Sewer Systems
- Power and Site Lighting
- Fencing

Our understanding is that the Jurisdiction and project owner is the City of Sumner, and the project team is led by TCF Architecture. MJM TEAM will proactively collaborate with the project team and project owner/jurisdiction to ensure the civil system designs are coordinated with other team disciplines and meet the expectations of the project owner/jurisdiction.

TASKS AND DELIVERABLES

Phase 1: Land Use Approvals

Objective:

To achieve Land Use approvals for the project which will follow the Conditional Use Permit (CUP) process.

Approach:

JMJ TEAM will work with the project team to prepare the civil and land use elements of the CUP for the north side development. Tasks include:

- Team/City Coordination
- Conditional Use Permit Civil Plans and Documents
 - Existing Site
 - Proposed Site
 - Stormwater Plan
 - Water Plan
 - Sewer Plan
 - JUT Plan
 - Flood Compensation/Mitigation Plan
 - Stormwater Report
 - Civil Infrastructure Narrative
- SEPA Checklist and Application
- CUP Conditions Review/Coordination
- Public Meeting

Phase 2: Civil Design and Permitting

Objective:

To obtain City of Sumner civil permits and bid documents for the construction of on-site civil elements of the new public works facility on the north blocks.

Task 1: Civil Design and Permitting

Approach:

- Collaborate with the project team to produce civil documents for on-site improvements including:
 - Civil meeting minutes in Word and PDF format
 - AutoCAD Civil 3D design files
 - Civil engineering discipline drawings and figures in PDF format
 - Technical reports and documentation in Word and PDF format
 - CSI Technical specifications in Word and PDF format
 - Construction cost estimates in Excel and PDF format
- Tasks of the Civil Design and Permitting include:
 - Team Meetings and Coordination
 - City Meetings
 - Civil Design and Drawings (approximately 30) including:
 - Cover Sheet and Standard Plans
 - Existing Site Plans
 - Demolition Plans
 - Erosion Control Plans
 - Site Prep/Subsurface Drainage
 - Proposed Site Plans
 - Building/Site Layout Plans
 - Proposed Water Plans
 - Proposed Sewer Plans
 - Proposed Storm Plans
 - Grading Plans
 - Hardscape/Site Details
 - Utility Details
 - Fire Plans
 - Vehicle Turning Plans
 - Illumination/Electrical Site Plan
 - Stormwater Report and SWPPP
 - Specifications
 - Construction Cost Estimate
 - Permit Submittals/Revisions/Resubmittals
 - NPDES Permit Submittal

Phase 2: Construction Administration – Civil Engineering

Objective:

To achieve the following tasks:

1. Team collaboration during construction of the project
2. Provide civil engineering services during construction for the successful completion and acceptance of project.
3. Respond to contractor request for information (RFI)
4. Review product submittals
5. Produce As-built drawings for jurisdiction submittal

Approach:

- Attend and contribute to team meetings when needed (assume bi-weekly)
- Respond to contractor request for information (RFI)
- Revise civil plans as necessary
- Review and track product submittals
- Maintain record drawings
- Deliverables: RFI responses, revised plans, record drawings

ASSUMPTIONS

- Electronic copies of all deliverables will be provided for reproduction by others
- Jurisdiction permit and application fees are not included
- Standard expenses such as mileage and basic copies are included
- Services such as geotechnical, structural, architecture, landscape architecture and MEP are by others and not included
- Ground improvements such as preload, foundation/subgrade improvements are not included as the geotechnical evaluation has not been completed

PROJECT FEES

A summary of the Phase totals is provided below. The fee is to be billed on a lump sum basis not to exceed the agreed upon total fee without prior approval.

JMJ Team
Civil Engineering Budget Proposal

CLIENT: TCF Architecture

JMJ # 15xx Sumner North Side Public Works Facility		STAFF	Senior Engineer	Senior Planner	Engineer	Drafter	Senior Consultan t					TOTAL HOURS	TOTAL COST	
WO #		BILL RATES	\$210.00	\$175.00	\$135.00	\$95.00	\$150.00							SUBTOTALS
1.2	Conditional Use Permit Process													
	Team/City Coordination		8	8	16							32	\$5,240	
	Conditional Use Permit Plans		40	8	60	80						188	\$25,500	
	Conditional Use Permit Reports/SEPA		8	32	24	8						72	\$11,280	
	Public Outreach		2	8	8	8						26	\$3,660	
	CUP Conditions Review/Coordination		2	4	4							10	\$1,660	
												328		\$47,340
1.1	Schematic Design (2-Months)													
	Team Meetings (6) and Coordination		12		16							28	\$4,680	
	City Meetings (2)		4		4							8	\$1,380	
	Cover Sheet				1	2						3	\$325	
	Existing Site Plans		1		8	8						17	\$2,050	
	Demo and Erosion Control Plans		1		8	16						25	\$2,810	
	Site Prep/Subsurface Drainage/Preload		2		8	16						26	\$3,020	
	Proposed Site Plans		2		16	24						42	\$4,860	
	Proposed Water Plans		2		16	16						34	\$4,100	
	Proposed Sewer Plans		2		16	16						34	\$4,100	
	Proposed Storm Plans		2		16	16						34	\$4,100	
	Grading Plans		2		8	8						18	\$2,260	
	Hardscape Details		1		8	8						17	\$2,050	
	Utility Details		1		8	8						17	\$2,050	
	Fire Plan		2		8	8						18	\$2,260	
	Vehicle Turning Plan		1		16							17	\$2,370	
	Stormwater Modeling and Memo		1	2	8							11	\$1,640	
	Construction Cost Estimate		2	2	8							12	\$1,850	
	Subtotal											361		\$45,905
1.2	Design Development (2-Months)													
	Team Meetings (8) and Coordination		8		16							24	\$3,840	
	City Meetings (2)		4		4							8	\$1,380	
	Cover Sheet				1	1						2	\$230	
	Existing Site Plans - Onsite		1		4	4						9	\$1,130	
	Demolition Plans		1		16	16						33	\$3,890	
	Erosion Control Plans		2		8	8						18	\$2,260	
	Site Prep/Subsurface Drainage/Preload		2		16	16						34	\$4,100	
	Proposed Site Plans		2		24	32						58	\$6,700	
	Building/Site Layout Plans		2		16	16						34	\$4,100	
	Proposed Water Plans		2		16	16						34	\$4,100	
	Proposed Sewer Plans		2		16	16						34	\$4,100	
	Proposed Storm Plans		1		16	16						33	\$3,890	
	Grading Plans		1		16	16						33	\$3,890	
	Hardscape/Site Details		1		8	16						25	\$2,810	
	Utility Details		1		8	16						25	\$2,810	
	Fire Plan		1		4							5	\$750	
	Vehicle Turning Plan		1		4							5	\$750	
	Stormwater Modeling and Memo		1	2	16							19	\$2,720	
	Illumination/Electrical Site Plan		1		8	16						25	\$2,810	
	Specifications		4	8	12							24	\$3,860	
	Construction Cost Estimate		4	2	8							14	\$2,270	
	Subtotal											496		\$62,390
1.2	Construction Documents (2-Months)													
	Team Meetings (8) and Coordination		12		16							28	\$4,680	
	City Meetings (2)		4		4							8	\$1,380	
	Cover Sheet				1	1						2	\$230	
	Existing Site Plans - Onsite				4	4						8	\$920	
	Demolition Plans		1		16	16						33	\$3,890	
	Erosion Control Plans		1		8	16						25	\$2,810	
	Site Prep/Subsurface Drainage/Preload		2		16	24						42	\$4,860	
	Proposed Site Plans		1		24	32						57	\$6,490	
	Building/Site Layout Plans		1		8	16						25	\$2,810	
	Proposed Water Plans		1		16	24						41	\$4,650	
	Proposed Sewer Plans		1		16	24						41	\$4,650	
	Proposed Storm Plans		1		24	24						49	\$5,730	
	Grading Plans		1		24	24						49	\$5,730	
	Hardscape/Site Details		1		8	16						25	\$2,810	
	Utility Details		1		8	16						25	\$2,810	
	Fire Plan		1		2							3	\$480	
	Vehicle Turning Plan		1		2							3	\$480	
	Stormwater Report and SWPPP		1	2	16							19	\$2,720	
	Illumination/Electrical Site Plan		1		8	16						25	\$2,810	
	Specifications		2	2	24							28	\$4,010	
	Construction Cost Estimate		4	2	8							14	\$2,270	
	Submittal/Revisions		4	4	32	32						72	\$8,900	
	NPDES Permit Submittal		4	8	8	8						28	\$4,080	
	Subtotal											650		\$80,200
	Civil Engineering and Permitting Total											1835		\$235,835
2.1	Bid-Construction Administration (12-Months)													
	Bid Assistance		8	8	12							28	\$4,700	
	Meetings (24)		24		48							72	\$11,520	
	City Meetings (4)		8		8							16	\$2,760	
	RFI's (10)		10	10	40	40						100	\$13,050	
	Submittals		4	8	40							52	\$7,640	
	Record Drawings		2	4	24	24						54	\$6,640	
	Site Inspections		24		24							48	\$8,280	
	Operation and Maintenance Agreement			4	16							20	\$2,860	
	Subtotal											390		\$57,450
	Construction Administration Total											390		\$57,450
9/17/2023	Project Total		206	68	915	708						2225	\$293,285	\$293,285

September 22, 2021

Mark Hurley

TCF Architecture, PLLC
902 N 2nd Street, Tacoma, WA 98403
Tacoma, WA 98402

Re: CSPW – Additional Services

Dear Mark:

TCF Architecture has requested a proposal for additional scope related to the City of Sumner Public Works maintenance and operations facility project. This letter is a request for additional services which will enable us to complete the required design, bidding, and construction administration support services.

The following proposal is presented with the expectation that with these additional services we will be able to confidently provide all of the support necessary to complete the project as currently defined.

This proposal includes two scope elements that are added to the project:

1. Added Scope #1 – North Parcels Facility: Landscaping for parcels on the north side of 29th Street. Site will include a canopy structure for decant and material storage, paved area for storage, and perimeter landscaping.
2. Added Scope #2 – North Half-Street Improvements: Additional half street improvements on the north side of 29th along the new north parcels.

Specifically, Site Workshop will provide:

Meetings & Communication

- Participate in all necessary landscape related meetings, phone calls and email exchanges required to coordinate the new design elements.

Design Work

- Development of Plans, Specifications, and Cost Estimates for the landscape related planting and irrigation design elements for this scope of work. See “Project Phases” Below

CUP Submittal and Response

- It is anticipated that a conditional use permit will be required for this work. This scope includes contribution for landscape items on a CUP submittal as well as revisions based off city of Sumner requirements.

PROJECT PHASES

Construction Documents

- Plans – assume 2-3 PDF submittals for coordination, pricing, phased building permit delivery, GMP and For Construction.

- Landscape Site Plan – Define pedestrian paving, layout, materials, finishes and detail references.
- Coordination with Civil Finish Grading Plan –Site Workshop will work with the architect, civil and structural engineers to ensure that all grading is properly coordinated with underlying structures and building entries.
- Construction Details – Provide all necessary construction details to properly construct all proposed site improvements. Site Workshop will collaborate with structural and civil in detailing any features that require specific engineering requirements.
- Landscape Irrigation Plan & Details – Diagram the underground piping, head layout, valve locations, controller station and backflow for a fully automatic system.
- Planting Plan & Details – To graphically locate and identify all plant materials to be used including specific quantities, sizes, varieties, and installation instructions.
- Coordination with agencies having jurisdiction to determine landscape requirements and permit submittal requirements. Provide any calculations and other requirements the agency having jurisdiction requires to obtain all required permits.
- Specifications shall be in standard CSI format, as necessary to define and describe the work, including general material and installation requirements.
- 90% estimate of probable costs for landscape architectural scope.

Bidding

- Bid period support. Answer bidders' questions and assist with the evaluation of bids. Provide electronic copies of the documents for the contractor's use.
- Assume a portion of this phase is covered under the original agreement.

Construction Phase

- Submittal, RFI and minor revision review and documentation.
- Site observation visits and reports.
- Punch list review meeting (Substantial Completion), and punch list back check (Final Completion) review meeting.
- Plans showing revisions issued by the landscape architect during construction, for RFIs, Change Orders, etc. Not record drawings of as-built conditions by the contractor. Not including details.
- 1-year review and landscape performance evaluation including review and adjustment of Owners Maintenance procedures.
- Assume a portion of this phase is covered under the original agreement.

PROJECT FEE

Proposed fees below are proposed as on a lump sum basis

Scope #1 – North Parcels Facility:

<u>Task</u>	<u>Lump Sum Fee</u>
Construction Documents	\$12,000
Bidding	\$250
Construction Administration	<u>\$750</u>
Total	\$13,000

Scope #2 – North Half Street Improvements:

<u>Task</u>	<u>Lump Sum Fee</u>
Construction Documents	\$3,000
Bidding	\$250
Construction Administration	<u>\$500</u>
Total	\$3,750

Please contact me if you have any questions or comments regarding this proposal.

Sincerely,

Mark Brands



September 24, 2021

Mark Hurley
TCF Architecture PLLC
902 N 2nd Street, Tacoma, WA 9840

Email: mark@tcfarchitecture.com

**RE: Proposal for Hazardous Materials Consulting Services
City of Sumner Maintenance Facility Project – Additional Parcels
PBS Proposal No.: WA31628**

Dear Mr. Hurley:

PBS Engineering + Environmental (PBS) is pleased to provide this proposal for Hazardous Materials Consulting Services related to the planned demolition of structures located at the above reference project site. This proposal outlines our proposed services and fees related to asbestos-containing materials (ACMs), lead-containing paint (LCP), poly-chlorinated biphenyls (PCBs), mercury-containing building components, Regulated Metals (mortar) and underground storage tanks.

PBS has reviewed an arial photo of additional structures. We have limited knowledge of these parcels. We understand these structures will be demolished. This appears to include two residential structures and various out-buildings. No as-built drawings or other building documentation was available for review.

Following is an outline of our proposed services and associated fees:

I. TASK 01 - INVESTIGATION PHASE

The following tasks shall be completed during the investigation phase and the information gathered will be used and included in the existing design development process:

1. PBS will sample suspect building components for asbestos-containing materials (ACMs). Analysis will be performed using polarized light microscopy (PLM).
2. PBS will sample representative surfaces in the structures to be demolished for the presence of lead-containing paint (LCP). Analysis will be performed using atomic absorption methodology (AA).
3. Toxicity characteristic leachate procedure (TCLP) testing will be performed, if appropriate, on representative waste streams during design development and/or demolition activities to help forecast if specific lead waste handling practices will be necessary.
4. PBS will perform investigation of representative fluorescent light fixture ballasts to determine the presence of polychlorinated biphenyls (PCBs). Light fixture ballasts considered to contain PCBs will be quantified and identified on survey plans. Any hazardous conditions noted during the course of the PCB investigation will be immediately brought to the attention of the design team. Additionally, suspect materials such as sealants and coatings will be tested for PCB content.
5. PBS will investigate the presence and quantity of mercury-containing fluorescent light tubes and mercury-containing thermostat bulbs, flooring, and electrical switches. A summary of our findings including recommendations for handling during demolition will be provided.
6. PBS will investigate the presence, status, and quantity of underground and above ground petroleum storage tank(s). PBS will not perform any subsurface sampling as part of this investigation.
7. PBS will provide documentation of our findings in a report to be included in the bid documents. Given that the structures are to be demolished, PBS will not complete survey plans showing material or sample

locations. Rather, material information will be depicted on the design drawings. The report will satisfy the WISHA requirement for the completion of a "good faith inspection". The report will outline quantities and locations of ACMs, the extent of LCP, the number of suspect PCB-containing ballasts and sealants, regulated metals, mercury-containing components, and underground/aboveground storage tanks. PBS will develop simple base plans as an aid to investigation work and as backgrounds for development of abatement plans for inclusion in the bid documents.

8. An abatement cost estimate will be provided at the conclusion of the investigation phase. This document will be provided separately from the survey report.

II. TASK 02 - CONTRACT DOCUMENT DEVELOPMENT

Contract requirements and technical specifications for work related to asbestos, lead, PCBs, mercury, other regulated metals, and storage tanks will be included as part of the project and will be developed based upon data gathered during investigation and testing. The following tasks will be performed in the design development process:

1. PBS will participate in project meetings with the design team to prepare for and determine responses to site conditions and initial inspection and testing information.
2. Include technical specification information and hazardous materials abatement plans representing locations and quantities of ACMs to be abated, sampling information, any particular means and methods, and appropriate references to other specification sections.
3. Include technical specification information and plans addressing components requiring compliance with lead-related regulations (WAC 296-155), sampling information and references to other specification sections. Information related to LCP will be included on the hazardous materials abatement plans.
4. Include technical specification information for removal and disposal of PCB-containing components. Quantities and condition of components to be removed will be indicated on the hazardous materials abatement plans.
5. Include technical specification information to direct proper handling and recycling of mercury fluorescent lamps and switches and flooring. Quantities and condition of components to be removed will be indicated on the hazardous materials abatement plans.
6. Include specifications information to direct the proper removal/decommissioning of underground/aboveground storage tank(s) for the residential/commercial properties, if found. Information will be indicated on the hazardous materials abatement plans.
7. PBS will submit the contract documents outlined above to the design team. Opinions of Cost for hazardous materials abatement will be revised, if necessary, as part of each submittal.

III. EXCLUSIONS/LIMITATIONS TO THE SCOPE OF WORK

The scope of work and associated labor and sample budgets outlined in this proposal are based upon our preliminary understanding of the work. The following outlines PBS' limitations of scope for our proposed services:

1. PBS will inspect only accessible areas of the structures. We also understand these structures are occupied which may limit our access. PBS presumes unrestricted access to all areas of the structures to perform our survey activities. PBS will summarize conditions that, in our opinion, warrant further investigation and may require over-height access or confined space entry. Examples include over-height locations on ceiling and walls, etc. Destructive sampling will be limited to what can be accomplished with hand tools.
2. PBS will collect and analyze the particular types of samples as outlined. Our current knowledge of the structures is limited, and conditions may warrant additional sample collection and/or analysis for code compliance. Sample turnaround is presumed to be non-rush.
3. Drafting services include the preparation of up to three (3) drawing sheets as part of each submittal,

- including investigation reporting and design/contract documents.
4. Construction/abatement period services are not included.
 5. Subsurface investigations of soil and groundwater are not included.

IV. ESTIMATED FEES

Following is a breakdown of PBS' estimated fees for each task outlined above:

Task 01 – Investigation Period Services

Principal (1 hr @ \$195/hr)	\$195.00
Sr. Project Management (8 hrs @ \$145/hr)	\$1,160.00
AHERA Inspectors (40 hrs @ \$95/hr)	\$3,800.00
Administrative Support (4 hrs @ \$70/hr)	\$280.00
CAD Drafting (1 hrs @ \$85/hr)	\$85.00
Asbestos Collection/Analysis Fee (150 @ \$25/ea)	\$3,750.00
Lead Paint Collection/Analysis Fee (30 @ \$25/ea)	\$750.00
Mercury Collection/Analysis Fee (2 @ \$40/ea)	\$80.00
PCB Collection/Analysis Fee (5 @ \$90/ea)	\$450.00
TCLP Waste Collection/Analysis Fee (6 @ \$125/ea)	\$750.00
RCRA Metals Collection/Analysis Fee (4 @ \$150/ea)	\$600.00
Reimbursables (Equipment, mileage, etc.)	<u>\$500.00</u>
TASK 01 TOTAL	\$12,400.00

Task 02 – Design Period Services:

Sr. Project Designer (10 hrs @ \$145/hr)	\$1,450.00
Geologist (4 hrs @ \$95/hr)	\$380.00
AHERA Inspector (4 hrs @ \$95/hr)	\$380.00
Administrative Support (2 hrs @ \$70/hr)	\$140.00
CAD Drafting (6 hrs @ \$85/hr)	\$510.00
Reimbursables (Plotting, mileage, etc.)	<u>\$100.00</u>
TASK 02 TOTAL	\$2,960.00

PROJECT TOTAL \$15,360.00

All above fees will be invoiced on a time and materials basis. Our labor for Task 001 is based on the estimated number of samples identified in Task 001. Code may require additional samples for collection and analysis. Reimbursable fees will be billed based on actual expenditures at the above unit rates. The sample rates are fee-based and are inclusive of laboratory fees, collection tools, PPE, building repair products, decontamination equipment, etc.

This proposal along with our attached 01/2018 master terms and conditions are the entire agreement between the parties.

V. SCHEDULE

PBS will make every effort to accommodate the established schedule.

If you find this proposal acceptable, please sign and return it to our Seattle office or provide us with your purchase order form. Thank you for the opportunity to submit our proposal.

Hazardous Materials Consulting Services Proposal
Additional Parcels
City of Sumner Maintenance Facility
September 24, 2021
Page 4 of 4

Respectfully,
PBS Engineering + Environmental,



Gregg Middaugh
Senior Project Manager
Industrial Hygiene Group

ACCEPTED BY:

Print Name

Title

Signature

Date

Attachment: PBS Terms and Conditions, 02/2018



GENERAL TERMS AND CONDITIONS FOR PROFESSIONAL SERVICES

These General Terms and Conditions for Professional Services ("Terms and Conditions") are attached to and made part of the letter proposal and scope of work (collectively, the "SOW") from PBS Engineering and Environmental Inc. ("PBS") to Client (as defined in the letter proposal). The Terms and Conditions and the SOW (collectively, the "Agreement") represent the entire and integrated agreement between Client and PBS. This Agreement supersedes all prior negotiations, representations, or agreements, written or oral. If there are any inconsistencies between the SOW and the Terms and Conditions, the SOW shall control. Any services outside the SOW will be considered an "extra" and billed directly to the Client, outside of the contract amount, on a "Time and Materials" basis in accordance with PBS's currently established bill rates and these Terms and Conditions.

The Agreement memorializes the contractual obligations of PBS and Client with respect to PBS' delivery of professional consulting services to Client as an engineer, consultant, or owner representative.

- 1. PROFESSIONAL LIABILITY AND STANDARD OF CARE:** PBS will perform the professional services described in the SOW in accordance with the standard of care and skill ordinarily recognized under similar circumstances by members of its profession in the state and region at the time the services are performed. PBS makes no other warranty, express or implied, in connection with its performance of its professional services. If PBS' services under this Agreement do not include observation or review of contractor performance during construction phase, PBS services are deemed complete on the date the design is completed or if applicable, the date when the approving authority approves the design. Client assumes all responsibility for the application and interpretation of the construction phase review of design.
- 2. TERM AND TERMINATION:** This Agreement will remain in full force and effect until all work described in the SOW has been completed and Client has paid for the work in full. Client may terminate this Agreement at any time and for any reason by providing written notice to PBS of its decision to terminate. Client is responsible for payment of all fees for any work performed by PBS through the date and time PBS receives the written termination notice. The amount of fees owed will be established by the SOW and PBS' then current rate schedule. PBS may elect to suspend or terminate this Agreement for nonpayment of its fees. If PBS elects to suspend services, PBS will give Client seven days' written notice to cure the nonpayment before suspending services. In the event of a suspension of services, PBS shall have no liability to Client because of the suspension and Client shall indemnify, defend, and hold PBS harmless from and against any claims arising out of or in any way related to such suspension. If Client fails to cure a nonpayment after a suspension that lasts thirty (30) days, PBS may terminate this Agreement and recover its fees as provided in this Agreement and by law.
- 3. INDEPENDENT CONTRACTOR:** Client has retained PBS, including its subconsultants and subcontractors, to perform the services and to prepare any deliverables described in the SOW as an independent contractor. Accordingly, PBS is not responsible for the following: (a) the health and safety of Client's personnel or other persons present on the Property (as defined in paragraph 8 below) at the time PBS performs its field services; (b) the overall status of Client's project; (c) any damage to any real or personal property of Client unless it results from an intentional or negligent act of PBS; (d) the interpretation of any PBS report, design drawings, or results by others; (e) any use of PBS reports, design drawings, or results by Client or others except as specifically set forth herein; or (f) any other matter not encompassed in the SOW.
- 4. INSURANCE AND LIMITATION OF PBS' LIABILITY:** PBS carries the following insurance: Worker's Compensation and/or Employer's Liability as required by law; Commercial General Liability (\$1,000,000 per occurrence/\$2,000,000 aggregate); Employer's Liability (\$1,000,000); Business Automobile Liability (\$1,000,000); and Professional Liability (\$1,000,000), including pollution liability coverage. PBS makes no representations or warranties concerning the effect, applicability, or scope of such insurance. Client acknowledges and agrees that PBS' maximum liability to Client for any breach of this Agreement or for any PBS act or omission affecting client, including negligence, shall not exceed the policy limits for any policy of insurance that applies to the breach, act, or omission. Under no circumstances shall PBS be liable to Client for any indirect, incidental, special, punitive, or consequential damages, including any loss of use, profit or revenue.
- 5. RATE SCHEDULE:** Fees for services are based on the number of hours spent working on Client's project by PBS personnel, including travel, plus all reimbursable expenses. PBS hourly rates will be billed as stated in the SOW or at its current hourly rates as applicable (current rates are available upon request). Invoices will include sales tax when required.
- 6. REIMBURSABLE EXPENSES:**
 - A. Outside Services.** Services performed by any subconsultants or subcontractors will be invoiced at cost plus 15 percent (15%). Examples of services that may be subcontracted include other professional disciplines, soil boring, well installation, heavy and specialty equipment operators, geophysical surveys, commercial data base search providers, and computer programming. Remediation, Abatement, General Construction and Software services will be invoiced as quoted.
 - B. Supplies and Equipment.** Charges for items not ordinarily furnished by PBS such as expendable equipment, rental equipment, subsistence, travel expenses, tolls, special fees, reproduction, permits, licenses, priority mail fees, and deposits will be invoiced at cost plus 10 percent (10%). Certain PBS-owned equipment (for sampling, testing, personal protective equipment, surveying, mapping, vehicle mileage, photocopying, etc.) may be required to complete Client's project. These will be invoiced at PBS standard rates without markup (rates available upon request).
 - C. Laboratory.** PBS utilizes both in-house and outside laboratories for sample analysis. PBS maintains a list of standard rates for sample analyses commonly utilized in conjunction with PBS services (available upon request).
- 7. PAYMENTS TO PBS AND LIEN RIGHTS:** Invoices for services performed will be submitted periodically, but no more frequently than monthly. Invoices will describe the work PBS has performed and hours worked, reimbursable expenses incurred, and the total amount due to PBS in accordance with this Agreement. All invoices are due net thirty (30) days and an account will become delinquent 30 days after the invoice date. Delinquent accounts shall bear interest at the rate of eighteen percent (18%) per annum; provided, however, that if 18% per annum exceeds the maximum rate allowable by law, the maximum rate allowable by law will apply instead. If Client contests an invoice, Client may withhold only that portion contested and must pay the undisputed portion. Client acknowledges and agrees that if PBS may assert a lien against Client's project to secure payment for its services to the extent permitted by law.

- 8. RIGHT OF ENTRY:** Unless otherwise agreed in writing, Client will furnish PBS with a legal right-of-entry to any real property PBS is required to access in order to perform its services (the "Property") and that Client will be responsible for securing appropriate conditions concerning the time, place, and manner of PBS' entry upon the Property to perform its services. PBS will take reasonable precautions to minimize damage to the Property in the performance of its services. Restoration of the Property to its approximate condition prior to performance of PBS' services is not provided unless it is expressly included in the SOW. If the Client desires PBS to restore the Property to its approximate former condition, PBS will accomplish this and add the cost plus 15 percent (15%) to its fee.
- 9. BURIED UTILITIES:** PBS field personnel are trained in the public utility notification process and the risk of subsurface work encountering buried utilities. PBS personnel will avoid observable hazards or utilities at the Property and will take reasonable precautions to avoid damage to subsurface structures and utilities. PBS is not responsible for damage or loss due to undisclosed or unknown surface or subsurface conditions. Client will hold PBS and PBS subcontractors harmless from any loss resulting from inaccuracy of markings, of plans, or lack of plans, relating to the location of utilities. Note: Utility locates typically require two full working days' advance notice.
- 10. RETENTION OF RECORDS AND SAMPLES:** Client may make and retain copies of documents provided to Client for reference with the understanding that such documents may not be relied upon unless signed by PBS or its consultants. PBS has a Records Retention policy (available upon request), and pursuant thereto, client acknowledges that PBS has the right to destroy copies of documents without seeking further approval from Client. Samples retained by PBS and not subject to the recipient laboratory retention policy will be discarded 30 days after submission of PBS' final report unless other arrangements are made.
- 11. EMPLOYEE AND SERVICES SOLICITATION:** Client agrees not to solicit or tender any employment offer of/to any PBS employee, or consulting services offer to any PBS subcontractor assigned to perform work for Client under this Agreement within six (6) months of completion of their part of the work without PBS' prior written approval. Client agrees that any breach of this provision resulting in the Client hiring any PBS employee for employment or any PBS subcontractor for consulting services will cause damage to PBS and obligate the Client to reimburse PBS for recruitment and service fees incurred in connection with the breach upon demand by PBS.
- 12. OWNERSHIP OF INTELLECTUAL PROPERTY:** All concepts, plans, drawings, specifications, designs, models, reports, photographs, computer software, surveys, calculations, construction and other data, documents, and processes produced by PBS pursuant to this Agreement, including all copyright and other intellectual property therein (collectively, the "Instruments of Service"), are and shall at all times remain PBS' property. Any Client use of any Instruments of Service is permitted only if authorized by a written agreement executed by PBS and Client. Any unauthorized use or distribution of any Instruments of Service is a violation of this Agreement, will cause damage to PBS, and shall be at Client and recipient's sole risk. Accordingly, Client agrees to indemnify, defend, and hold PBS, its officers and employees, and its subconsultants and subcontractors harmless from and against any and all claims, damages, costs, losses, and expenses, including but not limited to attorney fees and costs of arbitrations, mediations, trials, proceedings in bankruptcy, or appeals, arising out of or in any way related to Client's unauthorized use, sale, or delivery to any third party of any Instrument of Service.
- 13. TIME FOR COMPLETION:** If, through no fault of PBS, the schedule to provide our services is changed, then the time for completion of PBS' services, and the rates and amounts of PBS' compensation shall be adjusted equitably via contract amendment. PBS shall not be responsible for delays in completing its services that cannot be reasonably foreseen at the time of entering into this agreement, or for delays caused by factors beyond PBS's control.
- 14. MISCELLANEOUS:** Neither party shall hold the other responsible for delay in performance caused by Acts of God, strikes, lockouts, weather, accidents, or other events beyond the control of the other or the other's employees and agents.

Any waiver of any provision, term, or condition, in this Agreement must be in writing and any such waiver will not be construed as a waiver of any subsequent breach of the same provision, term, or condition.

PBS may rely upon the accuracy and completeness of all information furnished by Client and may use such information in performing or furnishing services under this Agreement.

An opinion of construction, remediation, and restoration costs prepared by PBS represents its judgment as a professional. PBS has no control over the cost of labor and material, or over competitive bidding or market conditions.

If the SOW includes the investigation, remediation, or disposal of solid or hazardous wastes or substances, then the following terms shall apply: (a) PBS will assist Client with its legal obligation to make a hazardous waste determination and then act as an arranger with respect to solid and hazardous waste management only. Client acknowledges its full and sole responsibility to otherwise manage its solid and hazardous wastes and its ultimate liability for final disposal of all the solid and hazardous wastes it generates; (b) Should any release of hazardous substances or any other matter requiring notification to governmental authorities arise while PBS performs the services under this Agreement, Client acknowledges its responsibility to make such notification and agrees to do as required by applicable law; and, (c) Client agrees that PBS and its subconsultants and subcontractors are not responsible for any known or unknown pre-existing hazardous substance condition(s) PBS is being asked to investigate at the Property (collectively, "pre-existing conditions"). Accordingly, Client agrees to defend, indemnify, and hold PBS and its subconsultants and subcontractors harmless from liability for injury to person or property or loss arising from any pre-existing conditions, the unintentional exacerbation of any pre-existing conditions by PBS, and the exacerbation of pre-existing conditions by any third parties.

PBS does not provide legal opinions or advice. Client should consult with an attorney for advice on any legal issues related to this Agreement including efforts to minimize legal liability, the reportability of a condition to a public agency, potential cost recovery from responsible parties, and the possibility of protecting PBS' services under the attorney-client and attorney work product privileges.

In the event there is a dispute between PBS and the Client concerning the performance of any provision in this Agreement, the losing party shall pay the prevailing party's reasonable attorney's fees and costs in mediation, arbitration, trial, any proceeding in bankruptcy, and in any appeal or review. In addition, Client agrees to pay PBS for all employee time, costs, and witness costs incurred for collection activity. All disputes between Client and PBS shall be settled by arbitration in accordance with the rules of JAMS Mediators and Arbitrators.

AUTHORIZATION FOR ADDITIONAL SERVICES



TO: Mr. Mark Hurley, AIA
TCF Architecture, PLLC
902 North 2nd Street
Tacoma, WA 98403
EMAIL: mark@tcfarchitecture.com

DATE: October 1, 2021
PROJECT NO.: 2200150.50, Task 55
PROJECT NAME: Sumner Public Works Operations Facility
SUBJECT: Additional Survey for Parcels North of 29th Street East

SERVICES PROVIDED:

☐ Civil Engineering ☐ Structural Engineering ☐ Land Use Planning ☐ Landscape Architecture ☒ Land Surveying

DESCRIPTION OF WORK:

The following additional services have been requested:

Additional Survey for Parcels North of 29th Street East – Task 55

1. Perform field survey to recover survey control previously set for this project and locate any new survey control needed to define boundaries for parcels being added to survey.
2. Coordinate with private utility locate service to mark the positions of detectable underground utilities within and adjacent to the site. The fee for this service (\$975) is included in this proposal.
3. Perform topographic survey of Pierce County Tax Parcel Nos. 0420124025 and 0420124034. Survey will locate buildings, finish floor elevations, asphalt, concrete, curb, gutter, walks, fences, landscaping, trees, utilities, ditches, and all other improvements. Survey will extend to the near curb flow line to match into our previous survey limits. Sufficient ground shots will be obtained to produce ground contours at 1-foot intervals.
4. Add new information to existing topographic survey base map that accurately depicts boundaries for new parcels, easements affecting subject parcels (if a title report is provided), improvements, and ground contours at 1-foot intervals within the survey area. The survey base map will be provided to the project team in AutoCAD and PDF formats.

Reimbursable Expenses – Task 90

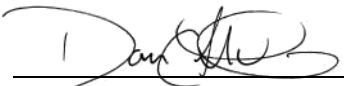
5. Reimbursable expenses such as mileage and reprographics. This task will be billed on a time and expense basis, with an estimate provided below.

BILLING SUMMARY:

<u>Items</u>	<u>Description</u>	<u>Task No.</u>	<u>Amount</u>
Items 1-4	Additional Survey for Parcels North of 29 th Street East	T-55	\$7,350
Item 5	Reimbursable Expenses (T&E estimate)	T-90	200
Total Additional Services			\$7,550

**AGREEMENT:**

Client agrees to the scope of additional services and additional costs/fee set forth above. Further, Client agrees that this Authorization for Additional Services is subject to the same terms and conditions as specified in the original Contract/Agreement dated 7/23/2020. AHBL's receipt of a signed copy of this Authorization for Additional Services shall constitute its notice to proceed with performance.

Client Purchase Order No: _____
Client Name: _____
Signature: _____ Date: _____
Printed Name/Title: _____
AHBL Project Mgr. Signature:  Date: 10/1/2021
AHBL Proj. Mgr. Printed Name: David C. Follansbee, PLS

☒ **TACOMA**

2215 North 30th Street, Suite 300
Tacoma, WA 98403-3350
253.383.2422 TEL

☐ **SEATTLE**

1200 6th Avenue, Suite 1620
Seattle, WA 98101-3117
206.267.2425 TEL

☐ **SPOKANE**

827 West First Avenue, Suite 220
Spokane, WA 99201-3904
509.252.5019 TEL

☐ **TRI-CITIES**

5804 Road 90, Suite H
Pasco, WA 99301-8551
509.380.5883 TEL

c: Accounting

DCF/Isk

Q:\2020\2200150\Proposals_Contracts\Finals\20211001 Auth (T55) 2200150.50.docx

SUBJECT: Sumner Tapps Guardrail Upgrade – Construction Management Supplement

CATEGORY: Consent

BUDGET IMPACT:

Expenditure Required: \$65,382.10

Within Budget Allocation: Yes

ATTACHMENTS:

1. Supplement with Scope and Fee
 - 2.
-

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

SUMMARY BACKGROUND:

The Sumner Tapps Highway Guardrail Improvements project consists of replacing obsolete and end-of-life guardrail and correcting slopes along Sumner-Tapps Highway to meet current clear zone standards. The purpose of this supplement is to expand the consultant's scope to include Construction Management Services for the resurfacing portion of the project. Construction and management of the work is funded by a federal grant at 100%; no local match is required.

Century West Engineering Corporation was previously selected to provide consulting services for this project through a qualification-based selection process. An hourly rate agreement supplement was negotiated for the Construction Management Services phase of this project. The work involves project construction management, field services, inspection and document tracking to meet the standards necessary for projects involving federal funds. No further supplements are anticipated to this consultant agreement related to the resurfacing project.

COUNCIL COMMITTEE/STUDY SESSION: Public Works Committee

MEETING/STUDY SESSION DATE: 11/2/2021

COMMITTEE RECOMMENDATION: do-pass

STAFF RECOMMENDATIONS/MOTION:

A motion approving a supplement to Century West's Consultant Services Contract for the Sumner-Tapps Highway Guardrail Improvements (CIP 19-01), increasing the contract amount by \$65,382.10 to a total authorized amount not-to-exceed \$301,147.20, and authorizing the Mayor and City Administrator to execute any and all documents necessary to effectuate the amendment, substantially in a form as approved by the City Attorney.



Supplemental Agreement Number 6		Organization and Address Century West Engineering Corporation 33308 13th Place S., Ste 2 Federal Way, WA 98003 Phone: 253-838-2507	
Original Agreement Number 35018.001.01			
Project Number STPUL-3109(001) and HSIP-3109(002)	Execution Date	Completion Date 12/31/2023	
Project Title Sumner-Tapps Highway Guardrail and Resurfacing	New Maximum Amount Payable \$ 301,147.20		
Description of Work Century West Engineering Corporation will provide engineering design services as described in this Scope of Services, to the City of Sumner for the production of Plans, Specifications, and Engineer's Estimate (PS&E) for up to three potential construction projects on the Sumner-Lake Tapps Highway consisting of guardrail installation and pavement resurfacing. The southern limit for these projects is a point between 64th St. East and 60th Street East (exact location to be coordinated with the SR 410 Interchange planning effort). The northern limit will be the City boundary at 43rd Street East.			

The Local Agency of City of Sumner

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

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

All provisions in the basic agreement remain in effect except as expressly modified by this supplement.

The changes to the agreement are described as follows:

I

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

See attached Construction Management Services for Guardrail Installation, Exhibit A-2

II

Section IV, TIME FOR BEGINNING AND COMPLETION, is amended to change the number of calendar days for completion of the work to read: Completion date extended to 12/31/2023.

III

Section V, PAYMENT, shall be amended as follows:

See attached consultant fee schedule and ANTE table, Exhibits B and B-1. Hourly rates have been revised to match FY2020 ICR, Exhibit B-2.

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

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

By: Matt MacRostie, Vice President

By: _____ Mayor

Consultant Signature

Approving Authority Signature

Date

Exhibit "A"
Summary of Payments

	Agreement through Supplement #5	Supplement #6	Total
Direct Salary Cost	\$ 59,637.96	\$ 19,642.64	\$ 79,280.60
Overhead (Including Payroll Additives)	\$ 102,807.47	\$ 32,999.64	\$ 135,807.11
Direct Non-Salary Costs	\$ 55,428.78	\$ 6,847.03	\$ 62,275.81
Fee	\$ 17,890.88	\$ 5,892.79	\$ 23,783.67
Total	\$ 235,765.10	\$ 65,382.10	\$ 301,147.20

**EXHIBIT A-2
CITY OF SUMNER
SUMNER TAPPS HIGHWAY E GUARDRAIL IMPROVEMENTS PROJECT**

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

The Consultant shall provide the following services during the construction of the Sumner Tapps Highway E Guardrail Improvements (Project):

8.1 Bid Support and Evaluation

- a. The Consultant will provide miscellaneous support for bid period services to City staff as requested. Tasks may include: preparation of necessary addenda to the bid package; attendance at pre-bid conference, responding to contractors' requests for technical information, etc.
- b. The Consultant will evaluate the submitted bids and submit a recommendation for award to the City.

8.2 Construction Contract Administration:

- a. The Consultant shall provide construction contract administration assistance, including review of material submittals and other documentation as required.
- b. The Consultant shall provide technical interpretations and clarifications of the design as necessary.
- c. The Consultant shall prepare preconstruction meeting agenda, lead the pre-construction meeting and attend and lead weekly construction progress meetings as necessary.
- d. The Consultant shall prepare pay estimates based on quantities measured in the field, forward to the City for review and processing and recommend approval of Contractor progress pay estimates
- e. The Consultant Project Manager and City's PM shall periodically visit the site during the work to evaluate the overall performance of the Contractor.
- f. The Consultant shall not be responsible for the Contractor's means or methods of completing the work, nor the monitoring or supervising of the safety requirements of the work.
- g. The Consultant shall prepare design/specification modifications for change orders as required. The Consultant shall provide cost estimates to the City for change orders.

8.3 Construction Observation:

- a. Consultant shall provide an on-site representative to observe the Construction activities for the Project. This representative will be on-site to monitor the Contractor's work for general conformance with the Plans and Specifications, document the in-place materials and quantities, and serve as a daily representative of the City.
- b. Inspection will be provided full-time. It is assumed that the work will be completed within the specified contract time of 30 days.
- c. The Consultant shall prepare daily construction diaries generally describing construction activities and progress.

8.4 Final Construction Review:

- a. Consultant shall prepare a punchlist of deficient work items on the project and conduct a final inspection of the work.

- b. The Consultant shall issue Substantial and Physical Completion Notifications when contract requirements are met.

8.5 As-Built Plans

- a. The Consultant shall prepare field as-built plans that reflect changes made during construction. The Consultant will provide the City with one set of reproducible drawings, and one electronic copy of the as-built plans.

8.6 Contract Closeout

- a. The Consultant shall support The City's staff with review of Contractor's final contract closeout documents for compliance with Contract Documents.
- b. The Consultant shall recommend final approval of the work when all work is complete.

Documents to be Furnished by the Consultant:

Addenda, Pre-Construction Meeting Agenda & Minutes, Construction Daily Diaries, Technical interpretations, Change Orders as needed. Progress Pay Requests and Final Contract Pay Estimate.

Work to be completed by the City of Sumner:

Wage Rate submittals, Process Consultant prepared Progress Pay Requests, and process Final Contract Pay Estimate.

ASSUMPTIONS

- 1. The fee for this work is based on a construction contract time of 30 working days. Pre-construction submittal reviews and project close-out is included in the fee for the work. Engineering services provided beyond this time shall be considered additional services.



EXHIBIT B

PROJECT TASK

- 8.1 Bid responses, addenda, bid evaluation
- 8.2 Construction Administration
- 8.3 Construction Observation
- 8.4 Final Construction Review
- 8.5 Record Drawings
- 8.6 Final Construction Close-out

	2	0	8	8	0	1	0	19	
	4	0	80	0	0	8	0	96	\$2,477.69
	0	0	250	0	0	0	0	250	\$12,412.56
	4	0	20	16	0	4	0	44	\$32,035.00
	1	0	4	2	8	0	0	15	\$5,662.96
	4	0	16	8	0	4	0	32	\$1,678.79
									\$4,268.08
Total	15	0	378	34	8	17	4	456	
Total Cost	\$3,545.55	\$0.00	\$48,436.92	\$3,749.86	\$709.28	\$1,657.67	\$435.80		\$58,535.08

8.3 Rental Car/Fuel/Mileage (use 2021 IRA rate)

[illegible]

DIRECT SALARY COST
OVERHEAD (OH Cost including Salary Additives, 168% of DSC)
30% of DSC

DIRECT SALARY COST	\$19,642.64								
OVERHEAD (OH Cost including Salary Additives, 168% of DSC)	\$32,999.64								
30% of DSC	\$5,892.79								
SubTotal	<u>\$58,535.08</u>								
REIMBURSABLES	\$903.20								
SUBCONSULTANT COST	\$0.00								
SubTotal	<u>\$903.20</u>								
City Management Reserve (10%)	\$5,943.83								
Total	\$65,382.11								

Actuals Not To Exceed Table (ANTE)

[illegible]



**Washington State
Department of Transportation**

Development Division
Contract Services Office
PO Box 47408
Olympia, WA 98504-7408
7345 Linderson Way SW
Tumwater, WA 98501-6504

TTY: 1-800-833-6388
www.wsdot.wa.gov

September 16, 2021

Century West Engineering Corp
5500 Meadows Road, Suite 250
Oswego, OR 97035

Subject: Acceptance FYE 2020 ICR – Risk Assessment Review

Dear Dolly Garrick:

Based on Washington State Department of Transportation's (WSDOT) Risk Assessment review of your Indirect Cost Rate (ICR), we have accepted your proposed FYE 2020 ICR of 168%. This rate will be applicable to Local Agency Contracts in Washington only. This rate may be subject to additional review if considered necessary by WSDOT. Your ICR must be updated on an annual basis.

Costs billed to agreements/contracts will still be subject to audit of actual costs, based on the terms and conditions of the respective agreement/contract.

This was not a cognizant review. Any other entity contracting with your firm is responsible for determining the acceptability of the ICR.

If you have any questions, feel free to contact our office at **(360) 705-7019** or via email consultantrates@wsdot.wa.gov.

Regards;

A handwritten signature in blue ink, reading "Erik K. Jonson".

ERIK K. JONSON
Contract Services Manager

EKJ:ah



Monthly Project Management Report

November 2021

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Major Projects

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

Project: Stewart Road Bridge Replacement (13-08)		Project Manager: Michael Kosa	Budget: \$30,000,000
Finance: \$6,833,959 STP Grant, \$187,074 City of Sumner, \$4,260,000 Pierce County, \$50,000 Tarragon, \$3,000,000 FMSIB, \$50,000 Port of Tacoma, \$150,000 City of Auburn			
Description: This project will replace the existing two lane bridge over the White River at Stewart Road. The existing bridge will be removed. The new bridge will accommodate four lanes of traffic, and a separated shared use path on the north side of the roadway. Adjacent intersections at Butte Avenue and 140th Street Court East will be modified to accommodate the new roadway grade and lane configurations.			
Schedule/Milestones: ☒ Selection of Design Consultant (10/13) ☒ Design Consultant Contract Award (12/13) ☒ ROW Environmental Review Completed (11/16) ☒ Start Final Design (2/21) ☐ ROW Acquisitions (06/22) ☐ Design Complete (06/22) ☐ Construction Contract Award (04/23) ☐ Construction Complete (08/26)		Status: City is reviewing 60% Design Plans Developing 60% Design Plans Final Design Kickoff completed, Value Engineering Effort Underway. BergerABAM is completing the environmental design and right-of-way acquisitions. Project is in formal ESA consultations since 2/2019. Project awarded new grants (City of Auburn \$150,000)(Federal STP funds \$4,920,000, construction phase; Port of Tacoma, \$50,000, design phase) Pacific has received full funding for the design, ROW and construction of their adjacent project. The right-of-way services are now under contract. BergerABAM is beginning the preliminary work to engage the property owners. The Scope and Budget for Right-of-Way services has been received and will go to the 6/19 Council Meeting. The City is currently working with BergerABAM on the Scope & Fee for Right-of-Way services. The City is working with WSDOT and PSRC to finalize a process that will allow the right-of-way to proceed concurrent with the environmental studies of the White River currently being undertaken.	
Next Critical Activities (dates): 90% design submittal (3/22)			
Next Council Actions (dates): Right-of-Way Acquisition (06/22)			
Next Public Actions (dates):			

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

Project: 166 th Ave E Widening (13-11)		Project Manager: Michael Kosa	Budget: \$16 Million (10% funded)
Finance: Port of Tacoma \$25,000, \$950,000 City (TIF & Storm), \$1,219,650 (Federal – STP)			
Description: Construct Improvements to 166 th Ave E to decrease congestion and improve safety at 64 th St E and at SR 410 westbound ramps			
Schedule/Milestones: ☒ Consultant Award (12/18) ☒ Intersection Control Evaluation (6/20) ☒ Concept Report Complete (07/20) ☐ Preliminary Design Approval (3/22) ☐ Complete Fish Passage Culvert Design/Permitting (6/22) ☐ WSDOT Preliminary Design Approval (2/22) ☐ Design/ROW Complete (2/25) ☐ Construction Complete (12/27)		Status: Design Development underway for preliminary roadway and culvert/creek design. Updated scope in progress. Concept report approved. Project will contact adjacent property owners, then publicize the findings. Concept Report (Intersection Control Evaluation) being reviewed at WSDOT.	
Next Critical Activities (dates): Complete Preliminary Plans (12/21)			
Next Council Actions (dates):			
Next Public Actions (dates):			

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

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

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

Project: Decant Facility (15-02)	Project Manager: Michael Kosa	Budget: \$747,000	Finance: \$390K Ecology Grant
Description: Design and construct upgrades to the Decant Facility. Improvements will include a concrete slab and a pre-engineered metal building.			
Schedule/Milestones: ■ Selection of Design Consultant (10/16) ■ Design Consultant Contract Award (11/16) ■ Design Complete (04/17) ■ Construction Contract Award (09/17) ■ Construction Complete (11/19) ■ Asphalt Contractor Selected (6/21) ■ Start Construction (8/21) ■ Construction Complete (9/21)	Status: Project in closeout Asphalt Paving Complete, Landscaping remaining Asphalt pavement work begins in mid-August Asphalt pavement work advertising for construction as small works project Project awaiting asphalt pavement after SR 410/Traffic Ave Interchange Contractor is complete Project in closeout Working on final Ecology Reimbursement. Stormwater pond construction is complete. Project is entering close-out. Negotiating change order with contractor to construct stormwater pond required by Ecology. Coordinating plans with ecology, plan to construct storm water pond and asphalt paving in 2019. Notified of \$390K Ecology Grant		
Next Critical Activities (dates): Completion Report (3/22)	Building construction complete. Investigating adding asphalt driving surface to project.		
Next Council Actions (dates): N/A	This project is under construction and the contractor is currently working on final completion and punchlist.		
Next Public Actions (dates): N/A	This project is under construction and the contractor is currently working on floor slabs. This project is under construction and the contractor is currently working on subgrade and foundations. Western Engineering Constructors, Inc., was awarded the construction contract at a Special Council Meeting on 8/14/17. Contracts are currently being signed.		

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

Project: Operations Facilities (17-13)		Project Manager: Doug Beagle	Budget: \$30-40 Million (General and Utility Funds)
Description: Construct a new operations facility to house the water, sewer, storm and street maintenance staff and equipment. The current shops facility will be modified to house the Parks & Facilities maintenance staff and equipment as well as the community float, 1932 Kenworth fire engine, DARE GTO and the Police Department's impound and oversized evidence.			
Schedule/Milestones: ☒ Consultant Services Contract (08/18) ☐ Design Complete (1/22) ☐ Construction Contract Award (TBD) ☐ Construction Complete (9/23)		Status: Consultant working towards 90% plans. Open House 9-30-21 4 – 7 pm onsite Amendment being brought to February PWC for final design and construction management. Review of final concept 11-24-20 Work group session have begun and waiting for review of sessions. The Consultant contract has been fully executed. Consultant has been selected and working through scope and fee. RFP for Consultant Services to be advertised in February. Properties are under contract with new phase 1 environmental being done soon. Consultant is working on initial diagram/layout of facility. In negotiations with property owners and wrapping up. Design consultant has done 3-D modeling/massing studies at multiple locations. Site locations have been narrowed down and the City is moving forward with contacting property owners.	
Next Critical Activities (dates): Property Acquisition			
Next Council Actions (dates):			

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

Project: Rainier View Covered Court (18-04)		Project Manager: Andrew Leach	Budget: \$970,000
Description: 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.			
Schedule/Milestones: ■ Consultant Services Contract (10/21) □ Design Complete (12/22) □ Construction Contract Award (TBD) □ Construction Complete (12/23)		Status: The Consultant contract has been fully executed.	
Next Critical Activities (dates): Design Complete (12/22)			
Next Council Actions (dates): Construction Contract Award (TBD)			

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

Project: Main St/Wood Ave Intersection Improvements (19-02)		Project Manager: Michael Kosa	Budget: \$209K (Design), \$250K (ROW), \$1.8M (Con.)
Finance: City funds \$1,864,000, Federal STP Funds \$405,000			
Description: Develop design for replacing the obsolete signal and complete ADA upgrades to bring the intersection into compliance			
Schedule/Milestones: ☒ Design Award (10/19) ☒ Begin ROW Acquisition (09/20) ☒ 90% Design (5/21) ☐ Design Complete (12 /21) ☐ Complete ROW Acquisition (3/22) ☐ Obligate Construction (4/22) ☐ Advertise for Construction (5/22) ☐ Complete Construction (9/23)		Status: 90% Design at City for Review Beginning 90% design, ROW acquisition, City funding Construction phase in 2022 Internal review of 30% Design. Additional funding acquired for right-of-way acquisition phase. Project progressing toward 30% design. Project survey complete in November. Consultant agreement award at Council. Consultant selection completed. Developing consultant agreement. Staff is completing federal obligation paperwork.	
Next Critical Activities (dates): WSDOT Review (12/21)			
Next Council Actions (dates): ROW Acquisition (3/22)			
Next Public Actions (dates):			

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

Project: 160 th Retrofit and Pervious Sidewalks (19-08)		Project Manager: Andrew Leach	Budget: \$450,000 (State and City funds)
Finance: Ecology and Complete Street Funds			
Description: Installing pervious sidewalks on 160 th that will fill in the sidewalk gap between the YMCA and main Street			
Schedule/Milestones: ☒ Selection of Design Consultant (09/19) ☒ Design Consultant Contract Award (03/20) ☐ Design Complete (11/21) ☐ Construction Contract Award (TBD) ☐ Construction Complete (TBD)		Status: The 90% design is with Ecology for Review. Design is 30% complete and moving forward to final design. Starting project design. Grant agreement passed by Council. City is working on grant agreement with DOE. Staff is currently reviewing SOQs to select a design consultant for the project.	
Next Critical Activities (dates):			
Next Council Actions (dates):			
Next Public Actions (dates):			

Project: South Tank Seismic Retrofit (19-10)	Project Manager: Jason Van Gilder	Budget: \$2,463,900
Description: Design and construction of an seismic improvements to improve the resiliency of the south tank reservoir.		
Schedule/Milestones: ☒ Select Design Consultant (1/20) ☐ Bid Award (2/21) ☐ Construction Complete (3/23)	Status: 30% plans and specifications have been reviewed by City Staff. A delay in the design was encountered due to damages to the facilities during the Sumner Grade Fire that prevent the tank from being drained. Design work resumed in March 2021.	
Next Critical Activities (Dates): Construction Contract Award (2/22)		
Next Council Actions (dates): Construction Contract Award (2/22)		
Next Public Actions (dates): N/A		

Project: Rivergrove Community Pedestrian Bridge over SR 410 (20-07)	Project Manager: Andrew Leach	Budget: \$5,000,000
Finance: Sound Transit funds (\$452,000) (Design Only)		
Description: Construct a new pedestrian bridge over SR 410 at Sumner Ave to provide a non-motorized connection to the Rivergrove Neighborhood.		
Schedule/Milestones: ☒ Grant Agreement Complete (06/20) ☒ RFQ (06/20) ☒ Consultant Agreement Award (12/20) ☐ Public Outreach (11/21) ☐ Design Complete (12/22) ☐ Right-of-Way Acquisition Complete (12/22) ☐ Construction Complete (12/26)	Status: The Consultant is working towards 30% design of the project. Contract will be awarded at the December Council Meeting The City has completed consultant interviews and will be working with V+M Structural Design to execute a scope and fee. City has advertised a request for qualifications for a project design consultant.	
Next Critical Activities (dates): 30% Submittal (07/21)		
Next Council Actions (dates): Consultant Design Supplement (7/21)		
Next Public Actions (dates):		

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

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

Project: Treatment Facility Access Platforms (21-04)		Project Manager: Jason Van Gilder	Budget: \$135,000
Description: Installation of access platforms at the headworks screens and biosolids dryer.			
Schedule/Milestones: ■ Select Design Consultant (5/21) □ Bid Award (3/22) □ Construction Complete (9/22)		Status: The bid package is being prepared for receiving bids. Staff has reviewed 90% design drawings.	
Next Critical Activities (dates):			
Next Council Actions (dates): N/A			

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

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

Project: Auto Lane Sewer Force Main Replacement (21-09)		Project Manager: Jason Van Gilder	Budget: \$300,000
Description: Replace portions of the sewer force main extending from Auto Lane into 166th Avenue E.			
Schedule/Milestones: ■Select Design Consultant (6/21) □Bid Award (3/22) □Construction Complete (12/22)		Status: Project design is underway.	
Next Critical Activities (dates):			
Next Council Actions (dates): N/A			

Project: Sumner Tank Recoating (21-10)		Project Manager: Jason Van Gilder	Budget: \$340,000
Description: Recoating of the Sumner Springs Reservoir.			
Schedule/Milestones: ■ Select Design Consultant (6/21) □ Bid Award (2/22) □ Construction Complete (12/22)		Status: Staff has reviewed a 75% design submittal.	
Next Critical Activities (dates):			
Next Council Actions (dates): N/A			

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

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

Project: Biosolids Dryer Repair or Replacement (21-17)		Project Manager: Jason Van Gilder	Budget: TBD
Description: Biosolids Equipment Modernization at the Waste Water Treatment Facility.			
Schedule/Milestones: ☐ Consultant Services Contract (12/21) ☐ Construction Contract Award (TBD) ☐ Construction Complete (TBD)		Status: A Request for Qualifications to solicit interest from firms in the development, design, and implementation of this project has been published. Project may include the Dryer, Dissolved Air Flotation Thickener, Polymer Feed Systems, and Waste Gas Burner.	
Next Critical Activities (dates):			
Next Council Actions (dates):			

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

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

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

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

Small Works Projects

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

Project: LS #11 Hatch Replacement (20-05)	Project Manager: Jason Van Gilder	Budget: \$160,000
Description: Design and installation of replacement hatches for LS #11 in the 16 th Street roadway		
Schedule/Milestones: ☒ Select Design Consultant (5/20) ☒ Bid Award (11/20) ☒ Construction Complete (07/21)	Status: Project is complete. Design is complete.	
Next Critical Activities (Dates): Construction Complete (7/21)		
Next Council Actions (dates): Project Acceptance (10/21)		
Next Public Actions (dates): N/A		

Project: LS #2 and #6 Control Panel Replacement (20-04)		Project Manager: Jason Van Gilder	Budget: \$1,010,000
Description: Design and installation of replacement control panels at lift stations #2 and #6			
Schedule/Milestones: ■ Select Design Consultant (10/20) □ Bid Award (1/22) □ Construction Complete (10/22)		Status: Design is complete. Awaiting an end of year budget adjustment to fund construction.	
Next Critical Activities (Dates): Construction Contract Award (1/22)			
Next Council Actions (dates): Project Acceptance (2/23)			
Next Public Actions (dates): N/A			

Project: Future Library Site - Main Street Property Demos (W-19-02)		Project Manager: Andrew Leach	Budget: \$272,000
Description: Demolition of three houses on Main Street.			
Schedule/Milestones: ■ Construction Contract Award (03/19) ■ Construction Complete (12/20) ■ Soil Remediation Complete (9/21)		Status: The City will be selling the property to Pierce County Library and they will be taking over the soil clean up. The City is waiting for the next quarterly testing period. City will be performing the next round of testing. The City is currently waiting for testing results from the lab. Soil cleanup has begun. Samples are being sent to the lab for testing. The City has executed a task order with GeoDesign to begin soil clean up. The City is reviewing a proposal for the site cleanup. Soil is being tested to find extent of contamination. Demolition and Abatement have been completed. The City is reviewing options for the contaminated soil removal.	
Next Critical Activities: Construction Project Acceptance (12/21)			
Next Council Actions (dates):			

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

Project: Crack Seal Application (W-21-06)		Project Manager: Andrew Leach	Budget: \$125,000 (General Funds) (2 years of sealing)
Description: Complete crack sealing application to local roads to preserve roadway surfaces			
Schedule/Milestones: ☒ 2021 Project Advertisement (7/21) ☒ 2021 Select Contractor (8/21) ☒ 2021 Construction Complete (10/21) ☐ 2022 Project Advertisement (7/22) ☐ 2022 Select Contractor (7/22) ☐ 2022 Construction Complete (09/22)		Status: 2021 work is complete. The project is in the closeout process. Contractor is almost complete with the project. About 2 tons of material are left to be placed. The low bidder was Central Paving, LLC. They are beginning work on 9/1/2021 and expect to be with the project in two weeks. 2021 Project is out to bid. Project being set up. Work areas being identified.	
Next Critical Activities (dates):			
Next Council Actions (dates): N/A			

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

Other Projects

Project: Intelligent Transportation System (ITS) Study (21-07)		Project Manager: Michael Kosa	Budget: \$35,000 (General Fund)
Description: Analyze existing ITS system citywide, identify and prepare planning level cost estimates for system improvements.			
Schedule/Milestones: ☐ Study Begins (12/21) ☐ Study Complete (2/22)		Status: Consultant selected, negotiating scope for study	
Next Critical Activities (dates):			
Next Council Actions (dates):			