



Members: Councilmembers Curt Brown, Charla Neuman, Earle Stuard (chair)

Staff Liaison: Mike Dahlem, Michael Kosa, Andrew Leach, Alisa O'Haver-Ayala, Robert Wright, Andria Swann, Kelsey White

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. Purchase and Sale Agreement - 14415 29th St. E Operations Facility Property (Buck)
2. Purchase and Sale Agreement: 14009 16th St E White River Restoration (Meirndorf)
3. Maple Street Ped Signal/Backplates - Consultant Services Agreement
4. Heritage Park Remediation Investigation

REPORTS

1. Project Management Report

ADJOURNMENT

SUBJECT: Purchase and Sale Agreement - 14415 29th St. E Operations Facility
Property (Buck)

CATEGORY: Motion

BUDGET IMPACT:

Expenditure Required: \$750,000

Within Budget Allocation: Yes

ATTACHMENTS:

1. Buck Aerial Photograph

STAFF CONTACT: Andrea Marquez, City Attorney

SUMMARY BACKGROUND:

As part of the Public Works Operations Facility project, the City identified and then began acquiring property along 29th St. E necessary for the project. In 2019, the City acquired four parcels south of 29th St. E., and during the design phase of the project, discovered that additional property would be necessary to build a facility of adequate size and capacity to serve the City's public works staff, equipment, services and needs well into the future. Two additional parcels north of 29th street were identified. The purchase and sale agreement before Council tonight is one of those parcels: 14415 29th St. E. The City had the property appraised and reviewed. The property owner counter offered at a price that the City's right of way acquisition agents determined to be reasonable and supported by objective evidence. The City settled on a purchase price of \$750,000. Staff recommend approval of the purchase and sale agreement.

COUNCIL COMMITTEE/STUDY SESSION: Public Works Committee

MEETING/STUDY SESSION DATE: 3/1/2022
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COMMITTEE RECOMMENDATION: Do Pass

STAFF RECOMMENDATIONS/MOTION:

A motion approving the acquisition of 14415 29th St E for a total amount of \$750,000 and authorizing the Mayor to execute any and all documents necessary to effectuate the purchase transaction.



AERIAL VIEW OF SUBJECT SITE
SUBJECT PROPERTY OUTLINED IN RED

SUBJECT: Purchase and Sale Agreement: 14009 16th St E White River Restoration
(Meirndorf)

CATEGORY: Consent

BUDGET IMPACT:

Expenditure Required: \$555,000

Within Budget Allocation: N/A

ATTACHMENTS:

1. Administrative Settlement

STAFF CONTACT: Robert Wright, Environmental & Sustainability Specialist

SUMMARY BACKGROUND:

As part of the Pacific Pointbar portion of the White River Restoration, the City has been pursuing acquisition of several properties along 16th St E. The City has reached a willing seller agreement with Janet Meirindorf to acquire their property at 14009 16th St E for a total of \$398,000 plus an additional administrative settlement of \$157,000 for a total cost of \$555,000. Funding for this acquisition is through the Salmon Recovery Funding Board and the Pierce County Flood Control Zone District.

COUNCIL COMMITTEE/STUDY SESSION: Public Works Committee

MEETING/STUDY SESSION DATE: 3/1/2022

COMMITTEE RECOMMENDATION: Do Pass

STAFF RECOMMENDATIONS/MOTION:

A motion approving the acquisition of 14009 16th Street E for a total amount of \$555,000 and authorizing the Mayor to execute any and all documents necessary to effectuate the purchase transaction.



DATE: February 25, 2022

TO: Mike Dahlem, City of Sumner Public Works

FROM: Marge R. Bailey, Sr. Right of Way Agent, Tierra Right of Way
Melinda Burkhart, Project Manager, Tierra Right of Way

SUBJECT: Administrative Settlement, Meirndorf parcel #7965000021

The White River Restoration project

Background

The City of Sumner is acquiring parcels for the White River Restoration project. The project will improve the stability and flow of the White River. The subject parcel is owned by Janet Meirndorf and consists of a 29,100 square foot rectangular lot. It is improved with a mobile home, detached garage, a covered storage area, and numerous items of personal property. The mobile home was appraised as a single family residence non-conforming use, March 11, 2021 with zero contributory value. The land value was appraised at \$13.10 SF, 29,100 SF for a total of \$380,000.

- 4/26/2021 An Offer to purchase was presented in person, verbally and in writing to Janet Meirndorf and her son Russell Meirndorf for Land and Improvements Conveyed in Fee: \$381,200.00.
- 5/25/2021 Discussed counteroffer with Russell, they want \$500,000. Emailed Melinda, working to set appointment with the Meirndorf's.
- 5/27/2021 Met with Russell and Janet Meirndorf. I gave them the Revised Purchase and Sale Agreement, there is no eminent domain. Provided the appraisal with the comps used by the appraiser. If the value is used as their counteroffer the increase is \$19,400.00 which would be the administrative settlement amount. I explained that the ESA study is required, we need to know if there is contamination due to the vehicles, tires, etc. on the property. Russell said he understands, he does not believe the soil is contaminated but he is concerned about cleanup if there is. Discussed that the valuation is due to the size of the lot 20,604 SF, the zoning is industrial, there would be river setbacks as well as the usual frontage and side setbacks. Janet asked if they would owe any closing costs. I explained that the city is paying for escrow fees but if there are contamination cleanup costs the cost would be deducted from her proceeds. I asked if she has been in touch with her attorney regarding title and her husband Chester's name still appearing on title. She said she would call him and would let me know what her attorney says.
- 6/4/2021 discussed the ESA with Melinda. Russell and Janet are concerned and want the report before moving forward. 6/9/2021 Melinda let me know the ESA has been ordered.
- 6/25/2021 corresponded with Garrett Scheuerman, Project Manager assigned to this project now, Environmental Associates, Inc. 1380 112th Avenue Northeast, Suite 300, Bellevue, Washington 98004, (425)455-9025 - Office, (206)383-0295 - Mobile. Confirmed with Russell that he can be at the 7/2 3:00pm meeting with Garrett. There was correspondence regarding the ESA report until 8/4/2021, Garrett emailed that he sent the report to the city of Sumner and

would send me a copy. Received notice on 8/9/2021 there is no contamination. Sent Russell a text to this affect.

- 8/16/2021 received email from Janet, she has hired an appraiser for an independent appraisal. On 10/11/2021 received email from Janet but the invoice and appraisal did not come through. 10/12/2021 made appointment with Janet and picked up the original Appraisal. Russell made a counteroffer for \$555,000.00, based on their owner appraisal. 10/13/2021 scanned a copy of the owner's appraisal, mailed the original back to them.
- From 10/13/2021 to 1/3/2022 there was internal discussion regarding the owner's appraisal, the mobile home as personal property and the need for a DV2. The DV2 was received from Rich Duncan, there was an error and Rich made the correction and submitted a DV3. The DV3 included \$6,500 for the mobile home and an increase to \$391,500 for a new total of \$398,000. Melinda asked about his all in number since Russell Meirndorf continued to ask about his counteroffer of \$555,000; which I discussed with Melinda as his all in number that came from his appraisal.

Justification

The appraisal indicated the highest and best use is light industrial, there is a mobile home that is non-conforming use. The property is zoned industrial and is located in an industrial/commercial neighborhood, which Sumner has a limited supply of land available. The owner's counteroffer falls within the high range as identified by three recent City purchases within the project area. Owner's counteroffer is $29,100\text{SF}/\$555,000.00=\19.07SF

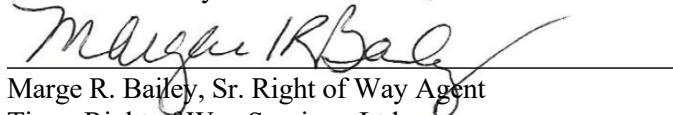
<i>Property</i>	<i>Address</i>	<i>Final Settlement Price</i>
Bushore	14001 16th St E	22,588SF/\$451,888=\$19.74SF
Eagle Asphalt	14017 16 th St E	51,732SF/\$850,000=\$16.43SF
Dagley	14323 16 th St E	57,200SF/\$1,072,400=\$18.74SF

<i>Recap</i>	<i>Offer</i>	<i>Revised offer</i>	<i>Counteroffer</i>	<i>Settlement</i>
Appraised Improvement Value	\$0	\$6,500	\$6,500	\$6,500
Land Value	\$381,000	\$391,500	\$150,500	\$548,500
TOTAL:	\$381,000	\$398,000	\$157,000	\$555,000

Recommendation

The proposed administrative settlement is recommended as a prudent use of City resources to reach an agreement, avoiding further delay and potential unfruitful negotiations may include increased property value. I recommend an administrative settlement in the amount of \$157,000.00 for City approval.

Recommended by:


Marge R. Bailey, Sr. Right of Way Agent
Tierra Right of Way Services, Ltd.

The proposed settlement is reasonable, prudent and hereby approved.

Approved by:

Mike Dahlem, City of Sumner, Public Works Director

Date

SUBJECT: Maple Street Ped Signal/Backplates - Consultant Services Agreement

CATEGORY: Consent

BUDGET IMPACT:

Expenditure Required: \$84,870.81

Within Budget Allocation: Yes

ATTACHMENTS:

1. Consultant Agreement w/ Scope & Fee
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STAFF CONTACT: Alisa O'Haver-Ayala , Associate City Engineer

SUMMARY BACKGROUND:

The work to be performed by the consultant consists of preparing engineering design for CIP 21-11, Grant HSIP-000S(599). This project will replace an existing rectangular rapid flashing beacon pedestrian sign with a pedestrian signal across Traffic Avenue at Maple Street and install retroreflective signal backplates throughout the City at City-owned traffic signals where they are not currently installed.

Transporation Solutions, Inc (TSI) was selected to provide consulting services for this project through a qualification-based selection process. An hourly rate agreement with a maximum amount payable of \$84,870.81 was negotiated for the design of the project. Once final design is complete and a contractor chosen, it is possible that this consultant will provide construction management services under a future supplement.

COUNCIL COMMITTEE/STUDY SESSION: Public Works Committee

MEETING/STUDY SESSION DATE: 3/1/2022

COMMITTEE RECOMMENDATION: Do Pass

STAFF RECOMMENDATIONS/MOTION:

A motion authorizing the Mayor and City Administrator to execute all necessary contract documents with Transportation Solutions, Inc. in an amount not-to-exceed \$84,870.81 for the Maple St./Traffic Ave. Pedestrian Signal & Citywide Backplates (CIP 21-11), substantially in a form approved by the City Attorney.

Local Agency A&E Professional Services Negotiated Hourly Rate Consultant Agreement

Agreement Number: _____

Firm/Organization Legal Name (do not use dba's):		
Address	Federal Aid Number	
UBI Number	Federal TIN	
Execution Date	Completion Date December 31, 2023	
1099 Form Required ☐ Yes ☐ No	Federal Participation ☐ Yes ☐ No	
Project Title		
Description of Work		
☐ Yes ☐ Yes ☐ Yes ☐ Yes	☐ No DBE Participation ☐ No MBE Participation ☐ No WBE Participation ☐ No SBE Participation	Maximum Amount Payable: \$84,870.81

Index of Exhibits

Exhibit A	Scope of Work
Exhibit B	DBE Participation
Exhibit C	Preparation and Delivery of Electronic Engineering and Other Data
Exhibit D	Prime Consultant Cost Computations
Exhibit E	Sub-consultant Cost Computations
Exhibit F	Title VI Assurances
Exhibit G	Certification Documents
Exhibit H	Liability Insurance Increase
Exhibit I	Alleged Consultant Design Error Procedures
Exhibit J	Consultant Claim Procedures

THIS AGREEMENT, made and entered into as shown in the “Execution Date” box on page one (1) of this AGREEMENT, between the _____, hereinafter called the “AGENCY,” and the “Firm / Organization Name” referenced on page one (1) of this AGREEMENT, hereinafter called the “CONSULTANT.”

WHEREAS, the AGENCY desires to accomplish the work referenced in “Description of Work” on page one (1) of this AGREEMENT and hereafter called the “SERVICES;” and does not have sufficient staff to meet the required commitment and therefore deems it advisable and desirable to engage the assistance of a CONSULTANT to provide the necessary SERVICES; and

WHEREAS, the CONSULTANT represents that they comply with the Washington State Statutes relating to professional registration, if applicable, and has signified a willingness to furnish consulting services to the AGENCY.

NOW, THEREFORE, in consideration of the terms, conditions, covenants, and performance contained herein, or attached and incorporated and made a part hereof, the parties hereto agree as follows:

I. General Description of Work

The work under this AGREEMENT shall consist of the above-described SERVICES as herein defined, and necessary to accomplish the completed work for this project. The CONSULTANT shall furnish all services, labor, and related equipment and, if applicable, sub-consultants and subcontractors necessary to conduct and complete the SERVICES as designated elsewhere in this AGREEMENT.

II. General Scope of Work

The Scope of Work and projected level of effort required for these SERVICES is described in Exhibit “A” attached hereto and by this reference made a part of this AGREEMENT. The General Scope of Work was developed utilizing performance based contracting methodologies.

III. General Requirements

All aspects of coordination of the work of this AGREEMENT with outside agencies, groups, or individuals shall receive advance approval by the AGENCY. Necessary contacts and meetings with agencies, groups, and/or individuals shall be coordinated through the AGENCY. The CONSULTANT shall attend coordination, progress, and presentation meetings with the AGENCY and/or such State, Federal, Community, City, or County officials, groups or individuals as may be requested by the AGENCY. The AGENCY will provide the CONSULTANT sufficient notice prior to meetings requiring CONSULTANT participation. The minimum required hours or days’ notice shall be agreed to between the AGENCY and the CONSULTANT and shown in Exhibit “A.”

The CONSULTANT shall prepare a monthly progress report, in a form approved by the AGENCY, which will outline in written and graphical form the various phases and the order of performance of the SERVICES in sufficient detail so that the progress of the SERVICES can easily be evaluated.

The CONSULTANT, any sub-consultants, and the AGENCY shall comply with all Federal, State, and local laws, rules, codes, regulations, and all AGENCY policies and directives, applicable to the work to be performed under this AGREEMENT. This AGREEMENT shall be interpreted and construed in accordance with the laws of the State of Washington.

Participation for Disadvantaged Business Enterprises (DBE) or Small Business Enterprises (SBE), if required, per 49 CFR Part 26, shall be shown on the heading of this AGREEMENT. If DBE firms are utilized at the commencement of this AGREEMENT, the amounts authorized to each firm and their certification number will be shown on Exhibit “B” attached hereto and by this reference made part of this AGREEMENT. If the Prime CONSULTANT is, a DBE certified firm they must comply with the Commercial Useful Function (CUF) regulation outlined in the AGENCY’s “DBE Program Participation Plan” and perform a minimum of 30% of the total amount of this AGREEMENT. It is recommended, but not required, that non-DBE Prime CONSULTANTS perform a minimum of 30% of the total amount of this AGREEMENT.

In the absents of a mandatory DBE goal, a voluntary SBE goal amount of ten percent of the Consultant Agreement is established. The Consultant shall develop a SBE Participation Plan prior to commencing work. Although the goal is voluntary, the outreach efforts to provide SBE maximum practicable opportunities are not.

The CONSULTANT, on a monthly basis, shall enter the amounts paid to all firms (including Prime) involved with this AGREEMENT into the wsdot.diversitycompliance.com program. Payment information shall identify any DBE Participation.

All Reports, PS&E materials, and other data furnished to the CONSULTANT by the AGENCY shall be returned. All electronic files, prepared by the CONSULTANT, must meet the requirements as outlined in Exhibit “C – Preparation and Delivery of Electronic Engineering and other Data.”

All designs, drawings, specifications, documents, and other work products, including all electronic files, prepared by the CONSULTANT prior to completion or termination of this AGREEMENT are instruments of service for these SERVICES, and are the property of the AGENCY. Reuse by the AGENCY or by others, acting through or on behalf of the AGENCY of any such instruments of service, not occurring, as a part of this SERVICE, shall be without liability or legal exposure to the CONSULTANT.

Any and all notices or requests required under this AGREEMENT shall be made in writing and sent to the other party by (i) certified mail, return receipt requested, or (ii) by email or facsimile, to the address set forth below:

If to AGENCY:

Name: Alisa O’Haver-Ayala, P.E., CCM
Agency: City of Sumner
Address: 1104 Maple Street, Suite 260
City: Sumner State: WA Zip: 98390
Email: alisao@sumnerwa.gov
Phone: 253-299-5703
Facsimile: NA

If to CONSULTANT:

Name: Victor Salemann
Agency: Transportation Solutions, Inc.
Address: 16932 Woodinville Redmond Rd Suite A206
City: Woodinville State: WA Zip: 98072
Email: victors@tsinw.com
Phone: 425-375-2091
Facsimile: NA

IV. Time for Beginning and Completion

The CONSULTANT shall not begin any work under the terms of this AGREEMENT until authorized in writing by the AGENCY. All work under this AGREEMENT shall conform to the criteria agreed upon detailed in the AGREEMENT documents. These SERVICES must be completed by the date shown in the heading of this AGREEMENT titled “Completion Date.”

The established completion time shall not be extended because of any delays attributable to the CONSULTANT, but may be extended by the AGENCY in the event of a delay attributable to the AGENCY, or because of unavoidable delays caused by an act of GOD, governmental actions, or other conditions beyond the control of the CONSULTANT. A prior supplemental AGREEMENT issued by the AGENCY is required to extend the established completion time.

V. Payment Provisions

The CONSULTANT shall be paid by the AGENCY for completed SERVICES rendered under this AGREEMENT as provided hereinafter. Such payment shall be full compensation for SERVICES performed or SERVICES rendered and for all labor, materials, supplies, equipment, and incidentals necessary to complete SERVICES. The CONSULTANT shall conform to all applicable portions of 48 CFR Part 31 (www.ecfr.gov).

- A. Hourly Rates: Hourly rates are comprised of the following elements - Direct (Raw) Labor, Indirect Cost Rate, and Fee (Profit). The CONSULTANT shall be paid by the AGENCY for work done, based upon the negotiated hourly rates shown in Exhibits “D” and “E” attached hereto and by reference made part of this AGREEMENT. These negotiated hourly rates will be accepted based on a review of the CONSULTANT’s direct labor rates and indirect cost rate computations and agreed upon fee. The accepted negotiated rates shall be memorialized in a final written acknowledgment between the parties. Such final written acknowledgment shall be incorporated into, and become a part of, this AGREEMENT. The initially accepted negotiated rates shall be applicable from the approval date, as memorialized in a final written acknowledgment, to 180 days following the CONSULTANT’s fiscal year end (FYE) date.

The direct (raw) labor rates and classifications, as shown on Exhibits “D” and “E” shall be subject to renegotiations for each subsequent twelve (12) month period (180 days following FYE date to 180 days following FYE date) upon written request of the CONSULTANT or the AGENCY. The written request must be made to the other party within ninety (90) days following the CONSULTANT’s FYE date. If no such written request is made, the current direct (raw) labor rates and classifications as shown on Exhibits “D” and “E” will remain in effect for the twelve (12) month period.

Conversely, if a timely request is made in the manner set forth above, the parties will commence negotiations to determine the new direct (raw) labor rates and classifications that will be applicable for the twelve (12) month period. Any agreed to renegotiated rates shall be memorialized in a final written acknowledgment between the parties. Such final written acknowledgment shall be incorporated into, and become a part of, this AGREEMENT. If requested, the CONSULTANT shall provide current payroll register and classifications to aid in negotiations. If the parties cannot reach an agreement on the direct (raw) labor rates and classifications, the AGENCY shall perform an audit of the CONSULTANT’s books and records to determine the CONSULTANT’s actual costs. The audit findings will establish the direct (raw) labor rates and classifications that will be applicable for the twelve (12) month period.

The fee as identified in Exhibits “D” and “E” shall represent a value to be applied throughout the life of the AGREEMENT.

The CONSULTANT shall submit annually to the AGENCY an updated indirect cost rate within 180 days of the close of its fiscal year. An approved updated indirect cost rate shall be included in the current fiscal year rate under this AGREEMENT, even if/when other components of the hourly rate are not renegotiated. These rates will be applicable for the twelve (12) month period. At the AGENCY’s option, a provisional and/or conditional indirect cost rate may be negotiated. This provisional or conditional indirect rate shall remain in effect until the updated indirect cost rate is completed and approved. Indirect cost rate costs incurred during the provisional or conditional period will not be adjusted. The CONSULTANT may request an extension of the last approved indirect cost rate for the twelve (12) month period. These requests for provisional indirect cost rate and/or extension will be considered on a case-by-case basis, and if granted, will be memorialized in a final written acknowledgment.

The CONSULTANT shall maintain and have accessible support data for verification of the components of the hourly rates, i.e., direct (raw) labor, indirect cost rate, and fee (profit) percentage. The CONSULTANT shall bill each employee’s actual classification, and actual salary plus indirect cost rate plus fee.

- A. **Direct Non-Salary Costs:** Direct Non-Salary Costs will be reimbursed at the actual cost to the CONSULTANT. These charges may include, but are not limited to, the following items: travel, printing, long distance telephone, supplies, computer charges, and fees of sub-consultants. Air or train travel will be reimbursed only to lowest price available, unless otherwise approved by the AGENCY. The CONSULTANT shall comply with the rules and regulations regarding travel costs (excluding air, train, and rental car costs) in accordance with the WSDOT's Accounting Manual M 13-82, Chapter 10 – Travel Rules and Procedures, and all revisions thereto. Air, train, and rental card costs shall be reimbursed in accordance with 48 Code of Federal Regulations (CFR) Part 31.205-46 "Travel Costs." The billing for Direct Non-salary Costs shall include an itemized listing of the charges directly identifiable with these SERVICES. The CONSULTANT shall maintain the original supporting documents in their office. Copies of the original supporting documents shall be supplied to the STATE upon request. All above charges must be necessary for the SERVICES provided under this AGREEMENT.
- B. **Maximum Amount Payable:** The Maximum Amount Payable by the AGENCY to the CONSULTANT under this AGREEMENT shall not exceed the amount shown in the heading of this AGREEMENT on page one (1.) The Maximum Amount Payable does not include payment for extra work as stipulated in section XIII, "Extra Work." No minimum amount payable is guaranteed under this AGREEMENT.
- C. **Monthly Progress Payments:** Progress payments may be claimed on a monthly basis for all costs authorized in A and B above. Detailed statements shall support the monthly billings for hours expended at the rates established in Exhibit "D," including names and classifications of all employees, and billings for all direct non-salary expenses. To provide a means of verifying the billed salary costs for the CONSULTANT's employees, the AGENCY may conduct employee interviews. These interviews may consist of recording the names, titles, salary rates, and present duties of those employees performing work on the SERVICES at the time of the interview.
- D. **Final Payment:** Final Payment of any balance due the CONSULTANT of the gross amount earned will be made promptly upon its verification by the AGENCY after the completion of the SERVICES under this AGREEMENT, contingent upon receipt of all PS&E, plans, maps, notes, reports, electronic data, and other related documents, which are required to be furnished under this AGREEMENT. Acceptance of such Final Payment by the CONSULTANT shall constitute a release of all claims for payment, which the CONSULTANT may have against the AGENCY unless such claims are specifically reserved in writing and transmitted to the AGENCY by the CONSULTANT prior to its acceptance. Said Final Payment shall not, however, be a bar to any claims that the AGENCY may have against the CONSULTANT or to any remedies the AGENCY may pursue with respect to such claims.

The payment of any billing will not constitute agreement as to the appropriateness of any item and at the time of final audit all required adjustments will be made and reflected in a final payment. In the event that such final audit reveals an overpayment to the CONSULTANT, the CONSULTANT will refund such overpayment to the AGENCY within thirty (30) calendar days of notice of the overpayment. Such refund shall not constitute a waiver by the CONSULTANT for any claims relating to the validity of a finding by the AGENCY of overpayment. Per WSDOT's "Audit Guide for Consultants," Chapter 23 "Resolution Procedures," the CONSULTANT has twenty (20) working days after receipt of the final Post Audit to begin the appeal process to the AGENCY for audit findings

E. **Inspection of Cost Records:** The CONSULTANT and their sub-consultants shall keep available for inspection by representatives of the AGENCY and the United States, for a period of six (6) years after receipt of final payment, the cost records and accounts pertaining to this AGREEMENT and all items related to or bearing upon these records with the following exception: if any litigation, claim or audit arising out of, in connection with, or related to this AGREEMENT is initiated before the expiration of the six (6) year period, the cost records and accounts shall be retained until such litigation, claim, or audit involving the records is completed. An interim or post audit may be performed on this AGREEMENT. The audit, if any, will be performed by the State Auditor, WSDOT's Internal Audit Office and /or at the request of the AGENCY's Project Manager.

VI. Sub-Contracting

The AGENCY permits subcontracts for those items of SERVICES as shown in Exhibit "A" attached hereto and by this reference made part of this AGREEMENT.

The CONSULTANT shall not subcontract for the performance of any SERVICE under this AGREEMENT without prior written permission of the AGENCY. No permission for subcontracting shall create, between the AGENCY and sub-consultant, any contract or any other relationship.

Compensation for this sub-consultant SERVICES shall be based on the cost factors shown on Exhibit "E" attached hereto and by this reference made part of this AGREEMENT.

The SERVICES of the sub-consultant shall not exceed its maximum amount payable identified in each sub consultant cost estimate unless a prior written approval has been issued by the AGENCY.

All reimbursable direct labor, indirect cost rate, direct non-salary costs and fee costs for the sub-consultant shall be negotiated and substantiated in accordance with section V "Payment Provisions" herein and shall be memorialized in a final written acknowledgment between the parties

All subcontracts shall contain all applicable provisions of this AGREEMENT, and the CONSULTANT shall require each sub-consultant or subcontractor, of any tier, to abide by the terms and conditions of this AGREEMENT. With respect to sub-consultant payment, the CONSULTANT shall comply with all applicable sections of the STATE's Prompt Payment laws as set forth in RCW 39.04.250 and RCW 39.76.011.

The CONSULTANT, sub-recipient, or sub-consultant shall not discriminate on the basis of race, color, national origin, or sex in the performance of this AGREEMENT. The CONSULTANT shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the CONSULTANT to carry out these requirements is a material breach of this AGREEMENT, which may result in the termination of this AGREEMENT or such other remedy as the recipient deems appropriate.

VII. Employment and Organizational Conflict of Interest

The CONSULTANT warrants that they have not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT, to solicit or secure this contract, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the CONSULTANT, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or making of this contract. For breach or violation of this warrant, the AGENCY shall have the right to annul this AGREEMENT without liability or, in its discretion, to deduct from this AGREEMENT price or consideration or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

Any and all employees of the CONSULTANT or other persons while engaged in the performance of any work or services required of the CONSULTANT under this AGREEMENT, shall be considered employees of the CONSULTANT only and not of the AGENCY, and any and all claims that may arise under any Workmen's Compensation Act on behalf of said employees or other persons while so engaged, and any and all claims made by a third party as a consequence of any act or omission on the part of the CONSULTANT's employees or other persons while so engaged on any of the work or services provided to be rendered herein, shall be the sole obligation and responsibility of the CONSULTANT.

The CONSULTANT shall not engage, on a full- or part-time basis, or other basis, during the period of this AGREEMENT, any professional or technical personnel who are, or have been, at any time during the period of this AGREEMENT, in the employ of the United States Department of Transportation or the AGENCY, except regularly retired employees, without written consent of the public employer of such person if he/she will be working on this AGREEMENT for the CONSULTANT.

Agreement Number:

VIII. Nondiscrimination

During the performance of this AGREEMENT, the CONSULTANT, for itself, its assignees, sub-consultants, subcontractors and successors in interest, agrees to comply with the following laws and regulations:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. Chapter 21 Subchapter V § 2000d through 2000d-4a)
- Federal-aid Highway Act of 1973 (23 U.S.C. Chapter 3 § 324)
- Rehabilitation Act of 1973 (29 U.S.C. Chapter 16 Subchapter V § 794)
- Age Discrimination Act of 1975 (42 U.S.C. Chapter 76 § 6101 *et. seq.*)
- Civil Rights Restoration Act of 1987 (Public Law 100-259)
- American with Disabilities Act of 1990 (42 U.S.C. Chapter 126 § 12101 *et. seq.*)
- 23 CFR Part 200
- 49 CFR Part 21
- 49 CFR Part 26
- RCW 49.60.180

In relation to Title VI of the Civil Rights Act of 1964, the CONSULTANT is bound by the provisions of Exhibit “F” attached hereto and by this reference made part of this AGREEMENT, and shall include the attached Exhibit “F” in every sub-contract, including procurement of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto.

IX. Termination of Agreement

The right is reserved by the AGENCY to terminate this AGREEMENT at any time with or without cause upon ten (10) days written notice to the CONSULTANT.

In the event this AGREEMENT is terminated by the AGENCY, other than for default on the part of the CONSULTANT, a final payment shall be made to the CONSULTANT for actual hours charged at the time of termination of this AGREEMENT, plus any direct non-salary costs incurred up to the time of termination of this AGREEMENT.

No payment shall be made for any SERVICES completed after ten (10) days following receipt by the CONSULTANT of the notice to terminate. If the accumulated payment made to the CONSULTANT prior to Notice of Termination exceeds the total amount that would be due when computed as set forth in paragraph two (2) of this section, then no final payment shall be due and the CONSULTANT shall immediately reimburse the AGENCY for any excess paid.

If the services of the CONSULTANT are terminated by the AGENCY for default on the part of the CONSULTANT, the above formula for payment shall not apply.

In the event of a termination for default, the amount to be paid to the CONSULTANT shall be determined by the AGENCY with consideration given to the actual costs incurred by the CONSULTANT in performing SERVICES to the date of termination, the amount of SERVICES originally required which was satisfactorily completed to date of termination, whether that SERVICE is in a form or a type which is usable to the AGENCY at the time of termination, the cost to the AGENCY of employing another firm to complete the SERVICES required and the time which may be required to do so, and other factors which affect the value to the AGENCY of the SERVICES performed at the time of termination. Under no circumstances shall payment made under this subsection exceed the amount, which would have been made using the formula set forth in paragraph two (2) of this section.

If it is determined for any reason, that the CONSULTANT was not in default or that the CONSULTANT’s failure to perform is without the CONSULTANT’s or its employee’s fault or negligence, the termination shall be deemed to be a termination for the convenience of the AGENCY. In such an event, the CONSULTANT would be reimbursed for actual costs in accordance with the termination for other than default clauses listed previously.

The CONSULTANT shall, within 15 days, notify the AGENCY in writing, in the event of the death of any member, partner, or officer of the CONSULTANT or the death or change of any of the CONSULTANT's supervisory and/or other key personnel assigned to the project or disaffiliation of any principally involved CONSULTANT employee.

The CONSULTANT shall also notify the AGENCY, in writing, in the event of the sale or transfer of 50% or more of the beneficial ownership of the CONSULTANT within 15 days of such sale or transfer occurring. The CONSULTANT shall continue to be obligated to complete the SERVICES under the terms of this AGREEMENT unless the AGENCY chooses to terminate this AGREEMENT for convenience or chooses to renegotiate any term(s) of this AGREEMENT. If termination for convenience occurs, final payment will be made to the CONSULTANT as set forth in the second and third paragraphs of this section.

Payment for any part of the SERVICES by the AGENCY shall not constitute a waiver by the AGENCY of any remedies of any type it may have against the CONSULTANT for any breach of this AGREEMENT by the CONSULTANT, or for failure of the CONSULTANT to perform SERVICES required of it by the AGENCY.

Forbearance of any rights under the AGREEMENT will not constitute waiver of entitlement to exercise those rights with respect to any future act or omission by the CONSULTANT.

X. Changes of Work

The CONSULTANT shall make such changes and revisions in the completed work of this AGREEMENT as necessary to correct errors appearing therein, without additional compensation thereof. Should the AGENCY find it desirable for its own purposes to have previously satisfactorily completed SERVICES or parts thereof changed or revised, the CONSULTANT shall make such revisions as directed by the AGENCY. This work shall be considered as Extra Work and will be paid for as herein provided under section XIII "Extra Work."

XI. Disputes

Any disputed issue not resolved pursuant to the terms of this AGREEMENT shall be submitted in writing within 10 days to the Director of Public Works or AGENCY Engineer, whose decision in the matter shall be final and binding on the parties of this AGREEMENT; provided however, that if an action is brought challenging the Director of Public Works or AGENCY Engineer's decision, that decision shall be subject to judicial review. If the parties to this AGREEMENT mutually agree, disputes concerning alleged design errors will be conducted under the procedures found in Exhibit "J". In the event that either party deem it necessary to institute legal action or proceeding to enforce any right or obligation under this AGREEMENT, this action shall be initiated in the Superior Court of the State of Washington, situated in the county in which the AGENCY is located. The parties hereto agree that all questions shall be resolved by application of Washington law and that the parties have the right of appeal from such decisions of the Superior Court in accordance with the laws of the State of Washington. The CONSULTANT hereby consents to the personal jurisdiction of the Superior Court of the State of Washington, situated in the county in which the AGENCY is located.

XII. Legal Relations

The CONSULTANT, any sub-consultants, and the AGENCY shall comply with all Federal, State, and local laws, rules, codes, regulations and all AGENCY policies and directives, applicable to the work to be performed under this AGREEMENT. This AGREEMENT shall be interpreted and construed in accordance with the laws of the State of Washington.

The CONSULTANT shall defend, indemnify, and hold the State of Washington (STATE) and the AGENCY and their officers and employees harmless from all claims, demands, or suits at law or equity arising in whole or in part from the negligence of, or the breach of any obligation under this AGREEMENT by, the CONSULTANT or the CONSULTANT's agents, employees, sub consultants, subcontractors or vendors, of any tier, or any other persons for whom the CONSULTANT may be legally liable; provided that nothing herein shall require a CONSULTANT

to defend or indemnify the STATE and the AGENCY and their officers and employees against and hold harmless the STATE and the AGENCY and their officers and employees from claims, demands or suits based solely upon the negligence of, or breach of any obligation under this AGREEMENT by the STATE and the AGENCY, their agents, officers, employees, sub-consultants, subcontractors or vendors, of any tier, or any other persons for whom the STATE and /or the AGENCY may be legally liable; and provided further that if the claims or suits are caused by or result from the concurrent negligence of (a) the CONSULTANT or the CONSULTANT's agents, employees, sub-consultants, subcontractors or vendors, of any tier, or any other persons for whom the CONSULTANT is legally liable, and (b) the STATE and/or AGENCY, their agents, officers, employees, sub-consultants, subcontractors and or vendors, of any tier, or any other persons for whom the STATE and/or AGENCY may be legally liable, the defense and indemnity obligation shall be valid and enforceable only to the extent of the CONSULTANT's negligence or the negligence of the CONSULTANT's agents, employees, sub-consultants, subcontractors or vendors, of any tier, or any other persons for whom the CONSULTANT may be legally liable. This provision shall be included in any AGREEMENT between CONSULTANT and any sub-consultant, subcontractor and vendor, of any tier.

The CONSULTANT shall also defend, indemnify, and hold the STATE and the AGENCY and their officers and employees harmless from all claims, demands, or suits at law or equity arising in whole or in part from the alleged patent or copyright infringement or other allegedly improper appropriation or use of trade secrets, patents, proprietary information, know-how, copyright rights or inventions by the CONSULTANT or the CONSULTANT's agents, employees, sub-consultants, subcontractors or vendors, of any tier, or any other persons for whom the CONSULTANT may be legally liable, in performance of the Work under this AGREEMENT or arising out of any use in connection with the AGREEMENT of methods, processes, designs, information or other items furnished or communicated to STATE and/or the AGENCY, their agents, officers and employees pursuant to the AGREEMENT; provided that this indemnity shall not apply to any alleged patent or copyright infringement or other allegedly improper appropriation or use of trade secrets, patents, proprietary information, know-how, copyright rights or inventions resulting from STATE and/or AGENCY's, their agents', officers and employees' failure to comply with specific written instructions regarding use provided to STATE and/or AGENCY, their agents, officers and employees by the CONSULTANT, its agents, employees, sub-consultants, subcontractors or vendors, of any tier, or any other persons for whom the CONSULTANT may be legally liable.

The CONSULTANT's relation to the AGENCY shall be at all times as an independent contractor.

Notwithstanding any determination by the Executive Ethics Board or other tribunal, the AGENCY may, in its sole discretion, by written notice to the CONSULTANT terminate this AGREEMENT if it is found after due notice and examination by the AGENCY that there is a violation of the Ethics in Public Service Act, Chapter 42.52 RCW; or any similar statute involving the CONSULTANT in the procurement of, or performance under, this AGREEMENT.

The CONSULTANT specifically assumes potential liability for actions brought by the CONSULTANT's own employees or its agents against the STATE and/or the AGENCY and, solely for the purpose of this indemnification and defense, the CONSULTANT specifically waives any immunity under the state industrial insurance law, Title 51 RCW. The Parties have mutually negotiated this waiver.

Unless otherwise specified in this AGREEMENT, the AGENCY shall be responsible for administration of construction contracts, if any, on the project. Subject to the processing of a new sole source, or an acceptable supplemental AGREEMENT, the CONSULTANT shall provide On-Call assistance to the AGENCY during contract administration. By providing such assistance, the CONSULTANT shall assume no responsibility for proper construction techniques, job site safety, or any construction contractor's failure to perform its work in accordance with the contract documents.

The CONSULTANT shall obtain and keep in force during the terms of this AGREEMENT, or as otherwise required, the following insurance with companies or through sources approved by the State Insurance Commissioner pursuant to Title 48 RCW.

Insurance Coverage

- A. Worker's compensation and employer's liability insurance as required by the STATE.
- B. Commercial general liability insurance written under ISO Form CG 00 01 12 04 or its equivalent with minimum limits of one million dollars (\$1,000,000.00) per occurrence and two million dollars (\$2,000,000.00) in the aggregate for each policy period.
- C. Business auto liability insurance written under ISO Form CG 00 01 10 01 or equivalent providing coverage for any "Auto" (Symbol 1) used in an amount not less than a one million dollar (\$1,000,000.00) combined single limit for each occurrence.

Excepting the Worker's Compensation Insurance and any Professional Liability Insurance, the STATE and AGENCY, their officers, employees, and agents will be named on all policies of CONSULTANT and any sub-consultant and/or subcontractor as an additional insured (the "AIs"), with no restrictions or limitations concerning products and completed operations coverage. This coverage shall be primary coverage and non-contributory and any coverage maintained by the AIs shall be excess over, and shall not contribute with, the additional insured coverage required hereunder. The CONSULTANT's and the sub-consultant's and/or subcontractor's insurer shall waive any and all rights of subrogation against the AIs. The CONSULTANT shall furnish the AGENCY with verification of insurance and endorsements required by this AGREEMENT. The AGENCY reserves the right to require complete, certified copies of all required insurance policies at any time.

All insurance shall be obtained from an insurance company authorized to do business in the State of Washington. The CONSULTANT shall submit a verification of insurance as outlined above within fourteen (14) days of the execution of this AGREEMENT to:

Name:

Agency:

Address:

City: State: Zip:

Email:

Phone:

Facsimile:

No cancellation of the foregoing policies shall be effective without thirty (30) days prior notice to the AGENCY.

The CONSULTANT's professional liability to the AGENCY, including that which may arise in reference to section IX "Termination of Agreement" of this AGREEMENT, shall be limited to the accumulative amount of the authorized AGREEMENT or one million dollars (\$1,000,000.00), whichever is greater, unless the limit of liability is increased by the AGENCY pursuant to Exhibit H. In no case shall the CONSULTANT's professional liability to third parties be limited in any way.

The parties enter into this AGREEMENT for the sole benefit of the parties, and to the exclusion of any third part, and no third party beneficiary is intended or created by the execution of this AGREEMENT.

The AGENCY will pay no progress payments under section V "Payment Provisions" until the CONSULTANT has fully complied with this section. This remedy is not exclusive; and the AGENCY may take such other action as is available to it under other provisions of this AGREEMENT, or otherwise in law.

XIII. Extra Work

- A. The AGENCY may at any time, by written order, make changes within the general scope of this AGREEMENT in the SERVICES to be performed.
- B. If any such change causes an increase or decrease in the estimated cost of, or the time required for, performance of any part of the SERVICES under this AGREEMENT, whether or not changed by the order, or otherwise affects any other terms and conditions of this AGREEMENT, the AGENCY shall make an equitable adjustment in the: (1) maximum amount payable; (2) delivery or completion schedule, or both; and (3) other affected terms and shall modify this AGREEMENT accordingly.
- C. The CONSULTANT must submit any “request for equitable adjustment,” hereafter referred to as “CLAIM,” under this clause within thirty (30) days from the date of receipt of the written order. However, if the AGENCY decides that the facts justify it, the AGENCY may receive and act upon a CLAIM submitted before final payment of this AGREEMENT.
- D. Failure to agree to any adjustment shall be a dispute under the section XI “Disputes” clause. However, nothing in this clause shall excuse the CONSULTANT from proceeding with the AGREEMENT as changed.
- E. Notwithstanding the terms and conditions of paragraphs (A.) and (B.) above, the maximum amount payable for this AGREEMENT, shall not be increased or considered to be increased except by specific written supplement to this AGREEMENT.

XIV. Endorsement of Plans

If applicable, the CONSULTANT shall place their endorsement on all plans, estimates, or any other engineering data furnished by them.

XV. Federal Review

The Federal Highway Administration shall have the right to participate in the review or examination of the SERVICES in progress.

XVI. Certification of the Consultant and the Agency

Attached hereto as Exhibit “G-1(a and b)” are the Certifications of the CONSULTANT and the AGENCY, Exhibit “G-2” Certification Regarding Debarment, Suspension and Other Responsibility Matters - Primary Covered Transactions, Exhibit “G-3” Certification Regarding the Restrictions of the Use of Federal Funds for Lobbying and Exhibit “G-4” Certificate of Current Cost or Pricing Data. Exhibit “G-3” is required only in AGREEMENT’s over one hundred thousand dollars (\$100,000.00) and Exhibit “G-4” is required only in AGREEMENT’s over five hundred thousand dollars (\$500,000.00.) These Exhibits must be executed by the CONSULTANT, and submitted with the master AGREEMENT, and returned to the AGENCY at the address listed in section III “General Requirements” prior to its performance of any SERVICES under this AGREEMENT.

XVII. Complete Agreement

This document and referenced attachments contain all covenants, stipulations, and provisions agreed upon by the parties. No agent, or representative of either party has authority to make, and the parties shall not be bound by or be liable for, any statement, representation, promise or agreement not set forth herein. No changes, amendments, or modifications of the terms hereof shall be valid unless reduced to writing and signed by the parties as a supplement to this AGREEMENT.

XVIII. Execution and Acceptance

This AGREEMENT may be simultaneously executed in several counterparts, each of which shall be deemed to be an original having identical legal effect. The CONSULTANT does hereby ratify and adopt all statements, representations, warranties, covenants, and AGREEMENT’s contained in the proposal, and the supporting material submitted by the CONSULTANT, and does hereby accept this AGREEMENT and agrees to all of the terms and conditions thereof.

XIX. Protection of Confidential Information

The CONSULTANT acknowledges that some of the material and information that may come into its possession or knowledge in connection with this AGREEMENT or its performance may consist of information that is exempt from disclosure to the public or other unauthorized persons under either chapter 42.56 RCW or other local, state, or federal statutes ("State's Confidential Information"). The "State's Confidential Information" includes, but is not limited to, names, addresses, Social Security numbers, e-mail addresses, telephone numbers, financial profiles credit card information, driver's license numbers, medical data, law enforcement records (or any other information identifiable to an individual), STATE and AGENCY source code or object code, STATE and AGENCY security data, non-public Specifications, STATE and AGENCY non-publicly available data, proprietary software, STATE and AGENCY security data, or information which may jeopardize any part of the project that relates to any of these types of information. The CONSULTANT agrees to hold the State's Confidential Information in strictest confidence and not to make use of the State's Confidential Information for any purpose other than the performance of this AGREEMENT, to release it only to authorized employees, sub-consultants or subcontractors requiring such information for the purposes of carrying out this AGREEMENT, and not to release, divulge, publish, transfer, sell, disclose, or otherwise make it known to any other party without the AGENCY's express written consent or as provided by law. The CONSULTANT agrees to release such information or material only to employees, sub-consultants or subcontractors who have signed a nondisclosure AGREEMENT, the terms of which have been previously approved by the AGENCY. The CONSULTANT agrees to implement physical, electronic, and managerial safeguards to prevent unauthorized access to the State's Confidential Information.

Immediately upon expiration or termination of this AGREEMENT, the CONSULTANT shall, at the AGENCY's option: (i) certify to the AGENCY that the CONSULTANT has destroyed all of the State's Confidential Information; or (ii) returned all of the State's Confidential Information to the AGENCY; or (iii) take whatever other steps the AGENCY requires of the CONSULTANT to protect the State's Confidential Information.

As required under Executive Order 00-03, the CONSULTANT shall maintain a log documenting the following: the State's Confidential Information received in the performance of this AGREEMENT; the purpose(s) for which the State's Confidential Information was received; who received, maintained, and used the State's Confidential Information; and the final disposition of the State's Confidential Information. The CONSULTANT's records shall be subject to inspection, review, or audit upon reasonable notice from the AGENCY.

The AGENCY reserves the right to monitor, audit, or investigate the use of the State's Confidential Information collected, used, or acquired by the CONSULTANT through this AGREEMENT. The monitoring, auditing, or investigating may include, but is not limited to, salting databases.

Violation of this section by the CONSULTANT or its sub-consultants or subcontractors may result in termination of this AGREEMENT and demand for return of all State's Confidential Information, monetary damages, or penalties

It is understood and acknowledged that the CONSULTANT may provide the AGENCY with information, which is proprietary and/or confidential during the term of this AGREEMENT. The parties agree to maintain the confidentiality of such information during the term of this AGREEMENT and afterwards. All materials containing such proprietary and/or confidential information shall be clearly identified and marked as "Confidential" and shall be returned to the disclosing party at the conclusion of the SERVICES under this AGREEMENT.

The CONSULTANT shall provide the AGENCY with a list of all information and materials it considers confidential and/or proprietary in nature: (a) at the commencement of the term of this AGREEMENT, or (b) as soon as such confidential or proprietary material is developed. "Proprietary and/or confidential information" is not meant to include any information which, at the time of its disclosure: (i) is already known to the other party; (ii) is rightfully disclosed to one of the parties by a third party that is not acting as an agent or representative for the other party; (iii) is independently developed by or for the other party; (iv) is publicly known; or (v) is generally utilized by unaffiliated third parties engaged in the same business or businesses as the CONSULTANT.

The parties also acknowledge that the AGENCY is subject to Washington State and federal public disclosure laws. As such, the AGENCY shall maintain the confidentiality of all such information marked proprietary and or confidential or otherwise exempt, unless such disclosure is required under applicable state or federal law. If a public disclosure request is made to view materials identified as "Proprietary and/or confidential information" or otherwise exempt information, the AGENCY will notify the CONSULTANT of the request and of the date that such records will be released to the requester unless the CONSULTANT obtains a court order from a court of competent jurisdiction enjoining that disclosure. If the CONSULTANT fails to obtain the court order enjoining disclosure, the AGENCY will release the requested information on the date specified.

The CONSULTANT agrees to notify the sub-consultant of any AGENCY communication regarding disclosure that may include a sub-consultant's proprietary and/or confidential information. The CONSULTANT notification to the sub-consultant will include the date that such records will be released by the AGENCY to the requester and state that unless the sub-consultant obtains a court order from a court of competent jurisdiction enjoining that disclosure the AGENCY will release the requested information. If the CONSULTANT and/or sub-consultant fail to obtain a court order or other judicial relief enjoining the AGENCY by the release date, the CONSULTANT shall waive and release and shall hold harmless and indemnify the AGENCY from all claims of actual or alleged damages, liabilities, or costs associated with the AGENCY's said disclosure of sub-consultants' information.

XX. Records Maintenance

During the progress of the Work and SERVICES provided hereunder and for a period of not less than six (6) years from the date of final payment to the CONSULTANT, the CONSULTANT shall keep, retain, and maintain all "documents" pertaining to the SERVICES provided pursuant to this AGREEMENT. Copies of all "documents" pertaining to the SERVICES provided hereunder shall be made available for review at the CONSULTANT's place of business during normal working hours. If any litigation, claim, or audit is commenced, the CONSULTANT shall cooperate with AGENCY and assist in the production of all such documents. "Documents" shall be retained until all litigation, claims or audit findings have been resolved even though such litigation, claim, or audit continues past the six (6) year retention period.

For purposes of this AGREEMENT, "documents" means every writing or record of every type and description, including electronically stored information ("ESI"), that is in the possession, control, or custody of the CONSULTANT, including, without limitation, any and all correspondences, contracts, AGREEMENTs, appraisals, plans, designs, data, surveys, maps, spreadsheets, memoranda, stenographic or handwritten notes, reports, records, telegrams, schedules, diaries, notebooks, logbooks, invoices, accounting records, work sheets, charts, notes, drafts, scribbings, recordings, visual displays, photographs, minutes of meetings, tabulations, computations, summaries, inventories, and writings regarding conferences, conversations or telephone conversations, and any and all other taped, recorded, written, printed or typed matters of any kind or description; every copy of the foregoing whether or not the original is in the possession, custody, or control of the CONSULTANT, and every copy of any of the foregoing, whether or not such copy is a copy identical to an original, or whether or not such copy contains any commentary or notation whatsoever that does not appear on the original.

For purposes of this AGREEMENT, “ESI” means any and all computer data or electronic recorded media of any kind, including “Native Files”, that are stored in any medium from which it can be retrieved and examined, either directly or after translation into a reasonably useable form. ESI may include information and/or documentation stored in various software programs such as Email, Outlook, Word, Excel, Access, Publisher, PowerPoint, Adobe Acrobat, SQL databases, or any other software or electronic communication programs or databases that the CONSULTANT may use in the performance of its operations. ESI may be located on network servers, backup tapes, smart phones, thumb drives, CDs, DVDs, floppy disks, work computers, cell phones, laptops, or any other electronic device that CONSULTANT uses in the performance of its Work or SERVICES hereunder, including any personal devices used by the CONSULTANT or any sub-consultant at home.

“Native files” are a subset of ESI and refer to the electronic format of the application in which such ESI is normally created, viewed, and /or modified

The CONSULTANT shall include this section XX “Records Maintenance” in every subcontract it enters into in relation to this AGREEMENT and bind the sub-consultant to its terms, unless expressly agreed to otherwise in writing by the AGENCY prior to the execution of such subcontract.

In witness whereof, the parties hereto have executed this AGREEMENT as of the day and year shown in the “Execution Date” box on page one (1) of this AGREEMENT.

Signature

Date

Signature

Date

Any modification, change, or reformation of this AGREEMENT shall require approval as to form by the Office of the Attorney General.

Exhibit A Scope of Work

Project No.

EXHIBIT A
SCOPE OF WORK
Maple Street/Traffic Avenue Pedestrian Signal and Citywide Traffic Signal Backplates

Project Description

The objective of this project is to prepare Plans, Specifications, and Estimates necessary to replace the existing rectangular rapid flashing beacon with a pedestrian hybrid beacon across Traffic Avenue at Maple Street and install retroreflective signal backplates at city-owned traffic signals if they are not currently installed. The CITY plans to start design in February 2022 and have the project ready for advertisement in the summer of 2022.

CITY Provided Data and Information

The following information will be provided by the CITY, as available. This is not intended to be an exhaustive list:

- Roadway, channelization, traffic signal, and utility as-built drawings
- Geotechnical data, boring logs, and as-built drawings showing geotechnical information for signal poles if available. Data from nearby projects is acceptable
- Any available recent ADT data at the project signalized intersections
- Crash data
- Grant application
- City Survey Datum
- Existing right-of-way and/or plat maps for the intersection of Traffic Avenue at Maple Street
- Available GIS data for project locations

Assumptions and Limitations

A single PS&E package will be developed to include the design of all upgrades. Bid schedules may be used to separate types of work that match available project funding. Common specifications will be used for all work. Plans will be as simple as possible to convey the work required and may include schematic depictions of work, annotated as-built drawings, and will rely upon field survey data as well as CITY provided GIS information, annotated aerial photos, annotated channelization plans, or simple sketches. Required survey will be provided by the CONSULTANT.

Design Documents

Plans

- Plan sheets will be by 11" x 17" in .pdf format.
- Annotated Base Drawings with Construction Notes, Traffic Control Plans.

Specifications

- 8" x 11 1/2" in .pdf format.
- For 90% review submittal, the specifications will include all anticipated WSDOT format specifications.
- For 100% review submittal and 100% bid package, the specifications will include all Project Manual Sections.

Estimates

- 8" x 11 ½" in .pdf format.
- Bid Schedules, if any, Specification Number, Bid Item Name, Quantity, Estimated Unit Cost, Estimated Cost.

Bid Package

- 1 Electronic copy of the Plans, Specifications, and Estimates in .pdf format.

Publications and Design Reference Manuals

Current (as of the date of execution of the agreement) versions of the following publications and manuals will be applicable when specifically cited in the CITY Standards or when required by state or federal funding authorities:

- Washington State Department of Transportation/American Public Works Association (WSDOT), Standard Specifications for Road, Bridge, and Municipal Construction (M41- 10), 2018 edition, as amended
- Local Agency General Special Provisions
- WSDOT/APWA, Standard Plans for Road, Bridge, and Municipal Construction, (M21-01)
- AASHTO (A Policy on Geometric Design of Highways and Streets)
- CITY's Public Works Standards
- MUTCD as revised by Washington State
- WSDOT LAG Manual
- WSDOT ROW Manual

Acronyms

- Americans with Disability Act (ADA)
- The City of Sumner (CITY)
- Local Agency Guidelines (LAG)
- National Environmental Policy Act
- Plans, Specifications, and Estimate (PS&E)
- Transportation Solutions, Inc. (CONSULTANT)
- Washington State Department of Transportation (WSDOT)

Schedule and Key Milestones

The schedule assumes that work will start in mid-February, once notice to proceed is granted, with the goal for getting the project out to bid by June 2022.

Task	Task Duration
Task 1 Project Management and Quality Control	February through December 2022
Task 2 Data Collection	February 2022
Task 3 Survey and Base mapping	February 2022
Task 4 Prepare 90% Review Submittal	March 2022
Task 5 Environmental Documentation	February through April 2022
Task 6 Right-of-Way Acquisition (if deemed necessary)	February through September 2022
Task 7 Final Design and PS&E (100%)	May 2022
Task 8 Bid Support	June 2020*
Task 9 Construction Support (TBD)	August 2020*

*assumes no ROW required

TASK 1.0 - Project Management

Project Management shall include work effort necessary to track the progress of the project work activities; review, monitor, and update the project schedule and coordinate changes with the project team; prepare monthly status reports and project cost invoices to be submitted to the CITY for payment/reimbursement; attend, document, and facilitate internal project team meetings; respond to agency questions as appropriate; provide quality control in-house through peer review and principal quality checks.

Assumptions: CONSULTANT billing cycle starts on the 16th of a current month and closes through the 15th of the following month. Subconsultants and/or vendors may not follow the same cycle, however their invoices will be on the next available CONSULTANT billing cycle. The project schedule will be in Excel. Meetings will be virtual unless otherwise stated.

Deliverables:

- Monthly progress report with invoice
- Meeting minutes
- Project schedule tracking/updates

TASK 2.0 - Data Collection, As Built Record Review, Field Inspection Review

Data collection will provide the primary basis for analysis and design. Work effort will include obtaining and reviewing CITY provided as built records and CITY provided data and mapping; field data gathering, and inspection will provide information for analysis and design.

- Review Grant Application Data/Information
- As Built Record Review
- Existing Aerial Mapping/GIS Shape files/ Review
- Existing ADA Field Inspection/Review
- Existing Signal System Field Inspection/Review

Assumptions:

- CITY will provide requested data, if available, within two (2) weeks of the request by the CONSULTANT.

Deliverables:

- Data will be incorporated into the base maps

Task 3.0 Surveying and Mapping

Survey PM, Admin, QA/QC

This task includes the survey project management, administrative duties, and quality control required for a project of this complexity and magnitude. Depending on the project requirements, 1 Alliance will assign a Survey Project Manager, Assistant Project Manager, and Survey Quality Leader for this project.

Survey Control

This task includes the establishment of survey control, or the recovery of existing survey control, as required for the project. Typically, survey control will be set, found, or referenced utilizing Real-Time Kinematic (RTK) GPS (GNSS) and the Washington State Reference Network (WSRN) in conformance with industry standards. This survey control is then typically propagated, as required, utilizing standard terrestrial total station measurements.

Geodetic Survey Control (Coordinates)

Current WSRN coordinate system is NAD83-2011 Epoch 2010.00 Coordinates.

Horizontal survey work shall reference the Washington State Plane Coordinate System of 1983 as established in accordance with Chapter 58.20 RCW.

Vertical Datum for the survey work shall reference the NAVD88.

Cadastral Survey Control (Lines established and marked on the ground by suitable monuments, which are used as starting and closing points in surveys of the public domain of the United States.)

Units shall be in US Survey Feet.

Field Surveying and Mapping

This task includes the field surveying and mapping required for this specific effort. 1 Alliance will be using a 3D Laser Scanner supplemented with traditional Total Station and GPS technologies to collect the data for use in the creation of a basemap.

1 Alliance will provide a ground based topographic survey of the Planimetric features to generate a base map at a scale of 1"=20' and generate a digital Terrain model (DTM) of 1-foot contours. Features may include curb and gutter, curb ramps, traffic island and ramps, sidewalks, driveways, asphalt, fences, signs, traffic control devices, channelization, light and utility poles, meters, fire hydrants, valves, trees 6" and larger at breast height.

Utility Surveying Services

Surface Observable utilities will be located as found within the surveying limits.

Measure downs for sanitary sewer manholes, catch basins and storm drain manholes with pipe size, material, direction, and invert elevations will be obtained, if possible.

A ticket will be opened with Washington Utility Notification Center (WUNC) for a “Design Location Request” to mark the underground utilities within the survey limits. This is a free service although making a request does not guarantee underground facilities will be marked with paint.

Office Processing

This task includes the office processing of the collected survey data, data extraction, field book note reductions, CADD drafting, and other duties required for the generation of the deliverable(s).

For 3D laser scanning efforts, sub-tasks include the registering of point clouds; evaluating the registrations; exporting the point cloud data to Civil3D; creating or picking of appropriate points in Civil3D; Linework and Layering, and standard CADD drafting of the deliverables, as required.

Right-of-Way Resolutions

1 Alliance will attempt to resolve the Right-of-Way along for the area shown in Exhibit A along Traffic Avenue and Maple Streets. Calculations will be based on tied survey monuments and Pierce County Records. Parcel lines will not be resolved.

Right-of-way resolution will not have the benefit of title report(s). Publicly available information (County records, record of surveys, plats, etc.) will be researched. Title Reports often contain important information for Right-of-Way Resolution and can often contain information that can produce a different Right-of-Way Resolution result. It is also possible that certain roadways may or may not be within existing right-of-way.

Legal Description with Exhibit for acquisition (optional)

1 Alliance will prepare one legal description with exhibit for the purpose of acquiring a permanent utility easement or temporary construction easement.

Assumptions

- Health, Safety, and Security are priority. 1 Alliance personnel will not proceed if the conditions are deemed unhealthy, unsafe, or not secure from harm of any type.
- 1 Alliance is not responsible for any delays due to conditions outside of 1 Alliance’s control.
- 1 Alliance is not responsible for any delays or errors caused by others.
- Surveying will be scheduled after the utilities have been marked by WUNC.
- Rights-of-Entry will be organized, granted, and confirmed by project owner.
- Title Reports, if required, for the affected Parcels to be provided by project owner.
- A Record of Survey/setting of property corners is not a part of these services.
- Base map to be developed using APWA drafting standards, text size/style, and layering conventions.

Deliverables

- AutoCAD Civil 3D 2020 survey base map at 1”=20’ with 1-foot contours.
- AutoCAD Civil 3D 2020 digital terrain model (DTM).
- .XML file containing the DTM and survey points.

TASK 4.0 – Prepare 90% Review Submittal

CONSULTANT shall prepare 90% review submittal for the pedestrian hybrid beacon using industry standard practices, coordination, and input from the CITY, and engineering professional judgement. The plans will identify potential utility conflicts, approximate limits of right-of-way, placement of advanced warning sign poles, trenching limits for power and communication conduits, true scale of junction box location and installation limits, proposed signal mast arm placement, location of electrical service of equipment, and ADA curb ramp revisions assuming maximum extent feasible design limits for compliance. The plans for the 10 intersections requiring retroreflective backing plate upgrades shall be prepared on an aerial base suitable to communicate the location and extent of the work.

Assumptions:

- CITY shall review and provide comments within 2 weeks of submittal.

Deliverables:

- Electronic copy of the plan set in AutoCAD Civil 3D 2020 and .pdf format.

TASK 5.0 - Prepare Environmental Documentation

NEPA Documentation

This project will use federal funds (a Highway Safety Improvement Program grant) and will therefore be subject to the National Environmental Policy Act (NEPA). ESA will prepare documentation to satisfy NEPA requirements. For the purposes of this scope and budget, it is assumed the appropriate level of documentation will be a NEPA Documented Categorical Exclusion (DCE). Task 2 includes the preparation of the Washington Department of Transportation (WSDOT) Categorical Exclusion (CE) Form and supporting documentation. Supporting documentation will include environmental justice documentation, No Effect language to comply with Section 7 of the Endangered Species Act, and hazardous materials documentation.

ESA's first step will be in coordination with TSI and the City of Sumner to arrange and participate in a NEPA Kick-off Meeting with WSDOT Local Programs (LP) Environmental staff. The purpose of the NEPA Kick-off Meeting is to obtain agreement from WSDOT LP on the NEPA approach and documentation required for the CE. The NEPA process and methods will follow the most current WSDOT LP CE Guidebook. ESA will complete the CE using existing information from online sources, technical reports completed for the project by others, the project design plans, and other information provided by TSI or the City of Sumner.

For environmental justice (EJ), ESA will prepare documentation consistent with the WSDOT CE Guidebook. This scope assumes that (1) the project will not require any permanent or temporary acquisition of private property or relocation of real or personal property. ESA will also prepare a low-level Hazardous Materials Memorandum in compliance with the WSDOT CE Guidebook. The EJ and Hazardous Materials memoranda will be based on existing information and online sources; no new or field information will be collected.

Assumptions:

- Two rounds of review of the NEPA CED.

- One round of review of the Hazardous Materials Low-level Memorandum.
- The project will not require permanent or temporary acquisition of private property.
- An EJ Technical Discipline report or memorandum will not be required.
- No hazardous materials are located within the project area.
- The Hazardous Materials Low-level Memorandum will address properties within 0.5 mile of the only area where ground disturbance would occur (the proposed location of the pedestrian beacon). This scope assumes that a maximum of 8 properties are recorded in hazardous materials databases at the Washington State Department of Ecology within 0.5 mile of the proposed pedestrian beacon location.
- The CE is the appropriate environmental classification for this project (a NEPA EA or NEPA EIS will not be prepared).
- TSI or the City will provide ESA with geotechnical information of the project area for the purposes of the NEPA CED.
- The project will not increase traffic capacity and therefore is not subject to air quality conformity analysis requirements, nor will a noise assessment be required under NEPA.
- No wetlands, streams, or other critical areas are located within the project area. A wetland discipline report and fish, wildlife, and vegetation technical memorandum are not required.
- No Section 4(f) properties are located within the project area.
- Work accomplished for this Task 2 will utilize existing desktop resources, such as city-mapped resources and project design information provided by TSI and the City.
- This scope does not include preparation of any figures or graphics. Existing project graphics and design drawings may accompany the deliverable.
- Consultation with regulatory agencies is not included and may require an amendment to this Scope of Work.

Deliverables:

- Draft NEPA Categorical Exclusion Documentation Form (electronic copy in MS Word, for City review), including environmental justice documentation
- Revised Draft NEPA Categorical Exclusion Documentation Form (electronic copy in MS Word, for WSDOT review), including environmental justice documentation
- Final NEPA Categorical Exclusion Documentation Form (electronic copy in PDF format), including environmental justice documentation
- Draft Hazardous Materials Low-level Memorandum (electronic copy in MS Word, for City review)
- Revised Draft Hazardous Materials Low-level Memorandum (electronic copy in MS Word, for WSDOT review)
- Final Hazardous Materials Low-level Memorandum (electronic copy in PDF format)

Cultural Resources Compliance, Exemption Memorandum and Unanticipated Discovery Plan

Due to the involvement of federal funding, the project must comply with Section 106 of the National Historic Preservation Act. This project may be exempt from Section 106 compliance under the *Programmatic Agreement Among The Federal Highway Administration, The Federal Transit Administration, The Washington State Historic Preservation Officer, The Advisory Council On Historic Preservation, Federal Highway Administration Western Federal Lands Highway Division, And The*

Washington State Department Of Transportation Regarding The Federal Aid Highway, Federal Lands Highway, And Federal Transit Programs In Washington State. ESA will assess the exemption status of the project and prepare an Exemption Recommendation and Unanticipated Discovery Plan (UDP) for WSDOT review. If WSDOT finds that the project is not exempt, the City may direct ESA to proceed with Optional Task 3a, below.

Deliverables:

- Exemption Recommendation (provided electronically in MSWord format for City and WSDOT review)
- Draft Unanticipated Discovery Plan (provided electronically in MSWord format, for City and WSDOT review)
- Final Unanticipated Discovery Plan (provided electronically in PDF format)

Assumptions:

- The project is exempt from Section 106.

Cultural Resources Compliance, Area of Potential Effect Letter, Cultural Resources Survey and Report (Optional)

If WSDOT finds that the project is not exempt, the City may direct ESA to proceed with this Optional Task 3a. Optional Task 3a would require preparing an Area of Potential Effect (APE) Letter and a Cultural Resources Survey Report for City, WSDOT, and DAHP review. ESA will coordinate with the City to define the project area of potential effect (APE) to initiate the Section 106 review with WSDOT. ESA will develop a draft APE letter for submittal by WSDOT to the Department of Archaeology and Historic Preservation (DAHP) and the tribes to initiate Section 106. With DAHP's concurrence of the APE, ESA will commence cultural resource investigations and reporting. The Cultural Resources Survey and reporting will be consistent with Chapter 456 of the WSDOT's Environmental Manual/Section 4.3 of the CE Guidebook. ESA will perform a 1) background review of existing information on known cultural resources and geological conditions, and 2) pedestrian reconnaissance and limited subsurface probing (up to 2 probes) at the Traffic Avenue project site. The literature search will be used to draft a Cultural Resources Survey Report to be submitted to the City, and eventually WSDOT, for review.

Assumptions:

- If WSDOT determines the overall project is not exempt from Section 106 compliance, it will determine that only the Traffic Avenue project site requires Section 106 documentation, and that all other locations are exempt.
- No 4(f) properties are located within project area.
- This scope assumes that WSDOT will concur that no built environment historic property inventory will be required. No historic properties will be inventoried as part of this scope of work.
- The scope of work does not include revisions to the cultural resources report based on review by Section 106 consulting parties; this work would require an amendment to the scope of work.
- A free One-Call utility locate must be completed prior to subsurface probing. ESA will coordinate the request for the One-Call utility locate.

Deliverables:

- Draft 1 Area of Potential Effect (APE) Letter, for TSI and City review (provided electronically in MSWord format)
- Draft 2 APE Letter, for WSDOT review (provided electronically in MSWord format)
- Final APE Letter, for submittal to DAHP (provided electronically in PDF format)
- Draft 1 Cultural Resources Survey Report, for TSI and City review (provided electronically in MSWord format)
- Draft 2 Cultural Resources Survey Report, for WSDOT review (provided electronically in MSWord format)
- Final Cultural Resources Survey Report, for submittal to DAHP (provided electronically in Adobe PDF format)

Endangered Species Act Compliance

The project will require compliance with the Endangered Species Act due to the federal funding. ESA will prepare No Effect language as part of the Categorical Exclusion to comply with the Endangered Species Act. It is assumed that the project would not result in new pollution generating impervious surface, and that the amount of new impervious surface would be below the threshold which stormwater quantity and quality treatment is required. Stormwater would be directed into adjacent landscaped areas where it will be allowed to infiltrate.

Assumptions:

- Endangered Species Act compliance will result in No Effect language as part of the CE form.
- Consultation with USFWS or NMFS will not be required, and a Biological Assessment or separate Endangered Species Act No Effect Letter will not be prepared.
- The project would not result in new pollution generating impervious surface (PGIS).
- The project would result in an amount of new impervious surface that is less than the threshold above which stormwater quantity and quality treatment is required, using the pertinent stormwater code (either City of Sumner or Ecology).

Deliverables:

- Draft 1 ESA No Effect language as part of Draft NEPA Categorical Exclusion Documentation Form.
- Draft 2 ESA No Effect language as part of Revised Draft NEPA Categorical Exclusion Documentation Form
- Final ESA No Effect language as part of Final Draft NEPA Categorical Exclusion Documentation Form

TASK 6.0 – Right-of-Way Acquisition (optional)

The CONSULTANT will assist the CITY in obtaining right of way for a signal pole and associated equipment from one (1) parcel. This task will include the following:

- Obtain on behalf of the CITY, preliminary title commitments.
- Title analysis – Prepare list of title exceptions to be cleared.
- Prepare Administrative Offer Summary (AOS) reports for one parcel that meets the threshold for AOS, should appraisal not be required. If formal appraisal is required, CITY will contract directly with appraisal firms.
- Draft all real estate documents based on format approved by CITY.
- Perform landowner contact and all negotiations to acquire real property, to standards required by the CITY, WSDOT LAG Manual, RCO or any other grant funding requirements.
- Close out files and certify real estate, as may be required by funding source.
- Attend coordination meetings with CITY as required.
- Assist with obtaining Possession and Use agreements, if required.
- Assist and participate in public hearings and actions necessary to acquire properties through eminent domain.
- Provide CITY with complete Project Funding Estimate, to standards required by the CITY, WSDOT LAG Manual, RCO or any other grant funding requirements.

Assumptions:

- CITY to contract for appraisal and appraisal review services, environmental assessments for contamination if any are required.
- This project includes acquisition of fee simple, permanent right-of-way easements, temporary easements, construction agreements, and/or rights of entry, for 1 parcel, owned by 1 property owner.
- Relocation Services do not appear to be a requirement of this project and are therefore not included in this Scope of Services.

Deliverables:

- Real Estate Documents
- Closed Real Estate files
- Project Funding Estimate

TASK 7.0 - Prepare 100% Bid Package

The CONSULTANT will prepare a 100% level construction bid package based on the 90% submittal and response to comments. The CONSULTANT will meet with the CITY to obtain their review and input. PS&E will include the design and preparation of a basic construction bid package. The CONSULTANT will submit a 100% bid package to WSDOT for review. CONSULTANT shall respond to CITY and WSDOT comments and make changes as deemed appropriate.

Assumptions:

- CITY will advertise the project.
- WSDOT may take up to 3 weeks to review and approve the package prior to granting approval to proceed with advertising the project.

Deliverables:

- (1) Electronic copy of 100% Bid Package in .pdf format.

TASK 8.0 - Bid Support

The CONSULTANT will be available by phone and email to respond to contractor questions during the bidding period. All questions will be documented by the CITY and forwarded to the CONSULTANT for response. The CONSULTANT assumes that up to three (3) addenda may be prepared under this scope of work. The CONSULTANT will draft addendums, if any, and forward to the CITY for their use. CONSULTANT shall attend a Pre-Bid meeting if requested and support the CITY in answering questions regarding the project.

Assumptions:

- The cutoff date for the Q&A and/or Addenda will be 5 working days prior to the bid advertisement date, as amended.

Deliverables:

- Documentation of responses to contractor(s), and preparation of addenda.

TASK 9.0 - Construction On-Call Support and/or Construction Management Support

The CITY may consider adding construction support services to this contract. If so, the CONSULTANT and CITY will negotiate an amendment to this agreement.

Exhibit B

DBE Participation Plan

In the absents of a mandatory DBE goal, a voluntary SBE goal amount of ten percent of the Consultant Agreement is established. The Consultant shall develop a SBE Participation Plan prior to commencing work. Although the goal is voluntary, the outreach efforts to provide SBE maximum practicable opportunities are not.

Exhibit C

Preparation and Delivery of Electronic Engineering and Other Data

In this Exhibit the agency, as applicable, is to provide a description of the format and standards the consultant is to use in preparing electronic files for transmission to the agency. The format and standards to be provided may include, but are not limited to, the following:

I. Surveying, Roadway Design & Plans Preparation Section

A. Survey Data

B. Roadway Design Files

C. Computer Aided Drafting Files

D. Specify the Agency's Right to Review Product with the Consultant

E. Specify the Electronic Deliverables to Be Provided to the Agency

F. Specify What Agency Furnished Services and Information Is to Be Provided

II. Any Other Electronic Files to Be Provided

III. Methods to Electronically Exchange Data

A. Agency Software Suite

B. Electronic Messaging System

C. File Transfers Format

Exhibit D
Prime Consultant Cost Computations

City of Sumner - Maple Street/Traffic Avenue Pedestrian Signal and Citywide Traffic Signal Backplates	Person	Victor S	Kirk H	Mike S	Jennifer	Jill		
	Class.	Engineer VIII	Engineer VIII	Sr. CAD	Trans. Planning Specialist 3	Admin. Assistant 5		
	Billrate	\$218.54	\$205.69	\$128.55	\$89.99	\$96.42	Hours	Amt
	Fee Estimate 2/23/2022							
1 Project Administration & Quality Control		2.0	12.0		12.0	12.0	38.0	\$ 5,142.28
2 Data Collection			2.0	8.0			10.0	\$ 1,439.78
3 Survey and Base Mapping			2.0	12.0			14.0	\$ 1,953.98
4 Prepare 90% Review Submittal		2.0	28.0	60.0			90.0	\$ 13,909.40
5 Environmental Documentation			8.0	12.0			20.0	\$ 3,188.12
6 Right-of-Way Acquisition (if deemed necessary)		2.0	12.0	8.0				\$ 3,933.76
7 Final Design and PS&E (100%)		2.0	40.0	18.0			60.0	\$ 10,978.58
8 Bid Support		2.0	8.0	8.0			18.0	\$ 3,111.00
9 Construction Support (future phase)							-	\$ -
Labor Sub Total		10.0	112.0	126.0	12.0	12.0	250.0	\$ 43,656.90
TSI Expenses								
Travel - Field Reviews (up to 1 trip at 125 mi each RT)		125 miles			0.585 \$/mile		\$ 73.13	
Subconsultants								
1 Alliance Geomatics (Includes budget for ROW Legal Description if required)							\$ 9,599.59	
ESA (Includes budget for cultural resources compliance if required)							\$ 22,541.19	
Abeyta and Associates (Allowance for ROW Aquistion Services if required)							\$ 9,000.00	
Expenses SubTotal								\$ 41,213.91
Total Fee Estimate								\$ 84,870.81



**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

August 31, 2021

Transportation Solutions, Inc.
16932 Woodinville-Redmond Rd NE, Suite A206
Woodinville, WA 98072

Subject: Acceptance FYE 2020 ICR – Audit Office Review

Dear Victor Salemann:

Transmitted herewith is the WSDOT Audit Office's memo of "Acceptance" of your firm's FYE 2020 Indirect Cost Rate (ICR) of 117.53% of direct labor. This rate will be applicable for WSDOT Agreements and 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 that reads "Erik K. Jonson".

ERIK K. JONSON
Contract Services Manager

EKJ:ah



Transportation Solutions Inc.
Actuals Not To Exceed Table (ANTE)
Effective 7/1/21

Classification	Direct Labor Rate Not to Exceed	WSDOT ICR 117.53%	Fixed Fee 29.69%	All Inclusive Hourly Billing Rate Not to Exceed
Engineer VIII	\$90.00	\$105.78	\$26.72	\$222.50
Engineer VII	\$73.00	\$85.80	\$21.67	\$180.47
Engineer VI	\$65.00	\$76.39	\$19.30	\$160.69
Engineer V	\$62.00	\$72.87	\$18.41	\$153.28
Engineer IV	\$50.00	\$58.77	\$14.85	\$123.61
Engineer III	\$42.00	\$49.36	\$12.47	\$103.83
Engineer II	\$37.00	\$43.49	\$10.99	\$91.47
Engineer I	\$33.00	\$38.78	\$9.80	\$81.58
Sr. Engr Technician	\$52.50	\$61.70	\$15.59	\$129.79
Planner III	\$37.00	\$43.49	\$10.99	\$91.47
Office Manager	\$40.00	\$47.01	\$11.88	\$98.89

Exhibit E

Sub-consultant Cost Computations

If no sub-consultant participation listed at this time. The CONSULTANT shall not sub-contract for the performance of any work under this AGREEMENT without prior written permission of the AGENCY. Refer to section VI “Sub-Contracting” of this AGREEMENT.



City of Sumner - Traffic Avenue at Maple Street Pedestrian Signal Survey

Background

The City of Sumner is looking to replace the existing rectangular rapid flashing beacon with a pedestrian hybrid beacon across Traffic Avenue at Maple Street.

Survey Limits

Mapping areas is the intersection at Traffic Avenue and Maple Streets. Limits will extend 5 feet beyond back of sidewalks and 25 feet each direction from the existing curb ramps. Please see Exhibit A, Surveying Limits, attached to this proposal.

Scope of Services

3. Surveying and Mapping

3.1. Survey PM, Admin, QA/QC

This task includes the survey project management, administrative duties, and quality control required for a project of this complexity and magnitude. Depending on the project requirements, 1 Alliance will assign a Survey Project Manager, Assistant Project Manager, and Survey Quality Leader for this project.

3.2. Survey Control

This task includes the establishment of survey control, or the recovery of existing survey control, as required for the project. Typically, survey control will be set, found, or referenced utilizing Real-Time Kinematic (RTK) GPS (GNSS) and the Washington State Reference Network (WSRN) in conformance with industry standards. This survey control is then typically propagated, as required, utilizing standard terrestrial total station measurements.

- Geodetic Survey Control (Coordinates)
 - Current WSRN coordinate system is NAD83-2011 Epoch 2010.00 Coordinates.
 - Horizontal survey work shall reference the Washington State Plane Coordinate System of 1983 as established in accordance with Chapter 58.20 RCW.
 - Vertical Datum for the survey work shall reference the NAVD88.
- Cadastral Survey Control (Lines established and marked on the ground by suitable monuments, which are used as starting and closing points in surveys of the public domain of the United States.)
- Units shall be in US Survey Feet.

3.3. Field Surveying and Mapping

This task includes the field surveying and mapping required for this specific effort. 1 Alliance will be using a 3D Laser Scanner supplemented with traditional Total Station and GPS technologies to collect the data for use in the creation of a basemap.

1 Alliance will provide a ground based topographic survey of the Planimetric features to generate a base map at a scale of 1"=20' and generate a digital Terrain model (DTM) of 1-foot contours. Features may include curb and gutter, curb ramps, traffic island and ramps, sidewalks, driveways, asphalt, fences, signs, traffic control devices, channelization, light and utility poles, meters, fire hydrants, valves, trees 6" and larger at breast height.

3.4. Utility Surveying Services

- Surface Observable utilities will be located as found within the surveying limits.
- Measure downs for sanitary sewer manholes, catch basins and storm drain manholes with pipe size, material, direction, and invert elevations will be obtained, if possible.
- A ticket will be opened with Washington Utility Notification Center (WUNC) for a "Design Location Request" to mark the underground utilities within the survey limits. This is a free service although making a request does not guarantee underground facilities will be marked with paint.

3.5. Office Processing

This task includes the office processing of the collected survey data, data extraction, field book note reductions, CADD drafting, and other duties required for the generation of the deliverable(s).

For 3D laser scanning efforts, sub-tasks include the registering of point clouds; evaluating the registrations; exporting the point cloud data to Civil3D; creating or picking of appropriate points in Civil3D; Linework and Layering, and standard CADD drafting of the deliverables, as required.

3.6. Right-of-Way Resolutions

1 Alliance will attempt to resolve the Right-of-Way along for the area shown in Exhibit A along Traffic Avenue and Maple Streets. Calculations will be based on tied survey monuments and Pierce County Records. Parcel lines will not be resolved.

Right-of-way resolution will not have the benefit of title report(s). Publicly available information (County records, record of surveys, plats, etc.) will be researched. Title Reports often contain important information for Right-of-Way Resolution and can often contain information that can produce a different Right-of-Way Resolution result. It is also possible that certain roadways may or may not be within existing right-of-way.

3.7. Legal Description with Exhibit for acquisition (optional)

1 Alliance will prepare one legal description with exhibit for the purpose of acquiring a permanent utility easement or temporary construction easement.

Assumptions

1. Health, Safety, and Security are priority. 1 Alliance personnel will not proceed if the conditions are deemed unhealthy, unsafe, or not secure from harm of any type.



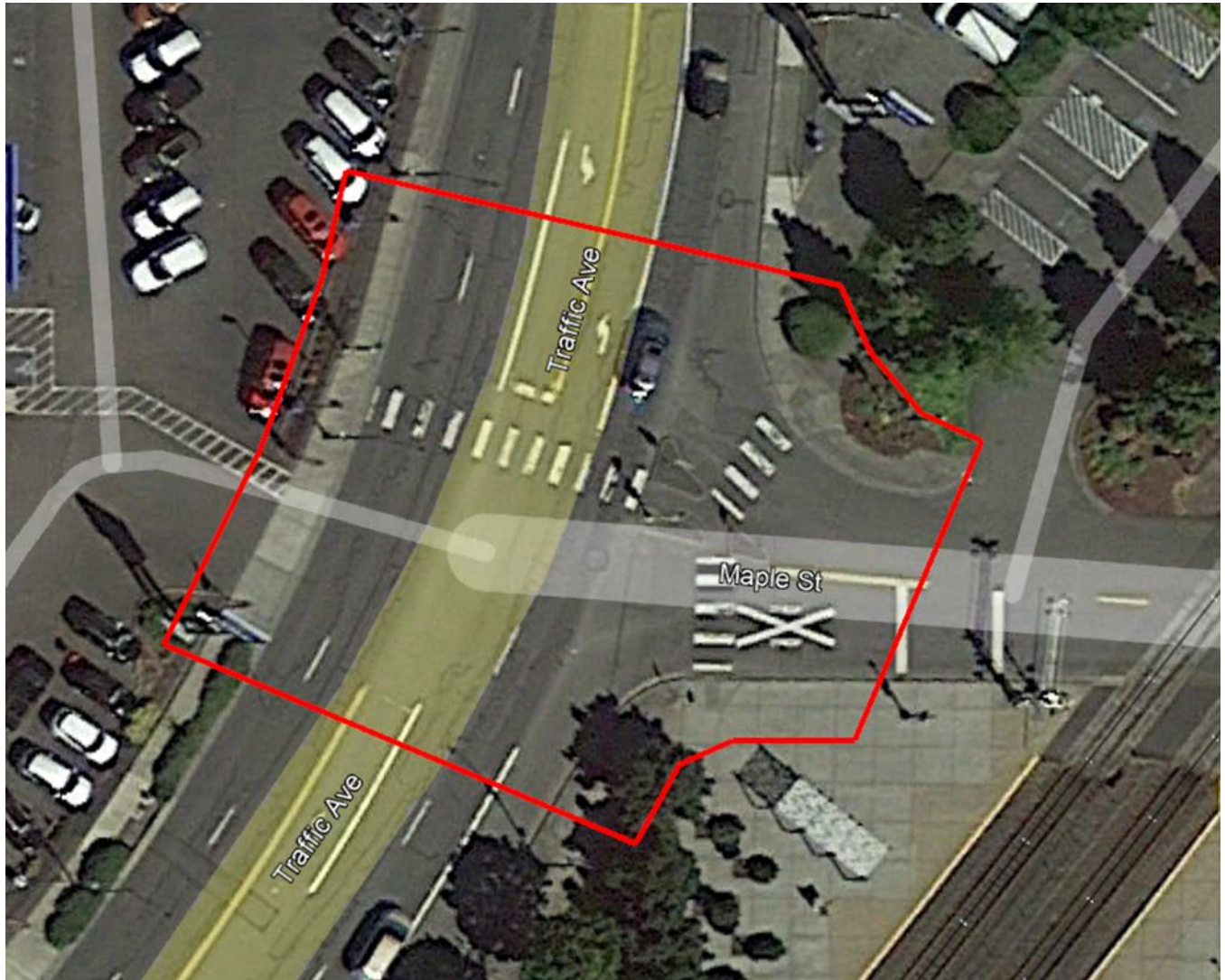
2. 1 Alliance is not responsible for any delays due to conditions outside of 1 Alliance's control.
3. 1 Alliance is not responsible for any delays or errors caused by others.
4. Surveying will be scheduled after the utilities have been marked by WUNC.
5. Rights-of-Entry will be organized, granted, and confirmed by project owner.
6. Title Reports, if required, for the affected Parcels to be provided by project owner.
7. A Record of Survey/setting of property corners is not a part of these services.
8. Base map to be developed using APWA drafting standards, text size/style, and layering conventions.
9. The fee estimate expires 90 days after this dated proposal and may need to be revised thereafter.

Deliverables

1. AutoCAD Civil 3D 2020 survey base map at 1"=20' with 1-foot contours.
2. AutoCAD Civil 3D 2020 digital terrain model (DTM).
3. .XML file containing the DTM and survey points.



1 ALLIANCE
GEOMATICS
SURVEYING & MAPPING



City of Sumner - Maple Street/Traffic Avenue Pedestrian Signal and Citywide Traffic Signal Backplates 1AG Fee Estimate 2/23/2022	Person	Director	Deputy	Land Surveyor 3	Land Surveyor 2	Eng Aid 4	Eng Aid 2	Admin Asst 3	Admin Asst 5		
	Class.										
	Billrate	\$ 234.10	\$ 195.88	\$ 164.83	\$ 123.02	\$ 113.23	\$ 87.19	\$ 74.05	\$ 119.44	Hours	Amt
1 PM; Admin; QA/QC		1.0	4.0					2.0	2.0	9.0	\$ 1,404.60
2 Survey Control					1.0	6.0	6.0			13.0	\$ 1,325.54
3 3D Laser Scanner					6.0	2.0	2.0			10.0	\$ 1,138.96
4 Field Mapping			4.0			4.0	4.0			12.0	\$ 1,585.20
5 Utility Mapping (GIS)					2.0					2.0	\$ 246.04
6 Office Processing					2.0					2.0	\$ 246.04
7 ROW/Boundary/Easements				12.0	1.0					13.0	\$ 2,100.98
8 Legal Description w/Exhibit		1.0	1.0	4.0	2.0			1.0	1.0	10.0	\$ 1,528.83
Labor Sub Total		2.0	9.0	16.0	14.0	12.0	12.0	3.0	3.0	71.0	\$ 9,576.19
TSI Expenses Mileage		40 miles						0.585 \$/mile	\$	23.40	
Expenses SubTotal											\$ 23.40
Total Fee Estimate											\$ 9,599.59



**Washington State
Department of Transportation**

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

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

August 2, 2021

1 Alliance Geomatics, LLC
1261 A 120th Avenue NE
Bellevue, WA 98005

Subject: Acceptance FYE 2020 ICR – Risk Assessment Review

Dear Michael Paradis:

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 109.19% of direct labor. This rate will be applicable for WSDOT Agreements and 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;

ERIK K. JONSON
Contract Services Manager

EKJ:ah

1 Alliance Geomatics 1261A 120th Ave NE Bellevue, WA 98005				
Job Classifications	Direct Labor Hourly Billing Rate NTE	Overhead NTE*	Fixed Fee NTE	All Inclusive Hourly Billing Rate NTE
		109.19%	29.69%	
ADMINISTRATIVE ASSISTANT 5	\$31.00	\$33.85	\$9.20	\$74.05
Assist PM & Controler	\$50.00	\$54.60	\$14.85	\$119.44
COO	\$82.00	\$89.54	\$24.35	\$195.88
Principal Surveyor	\$98.00	\$107.01	\$29.10	\$234.10
Tech 1, 2 & 3	\$36.50	\$39.85	\$10.84	\$87.19
Tech 4 & 5	\$47.70	\$52.08	\$14.16	\$113.95
Project Surveyor	\$51.50	\$56.23	\$15.29	\$123.02
Sr. Project Manager & Project Manager	\$69.00	\$75.34	\$20.49	\$164.83

Environmental Science Associates

Maple Street/Traffic Avenue Pedestrian Signal & Citywide Backplates Project

Environmental Services Scope of Work

Environmental Science Associates (ESA), under a subconsultant agreement with Transportation Solutions, Inc. (Consultant), will assist the City of Sumner (City) with environmental documentation related to the Maple Street/Traffic Avenue Pedestrian Signal & Citywide Backplates Project (project) by providing the services described below. The project will entail replacing an existing rectangular rapid flashing beacon pedestrian sign with a pedestrian signal across Traffic Avenue at Maple Street and installing retroreflective signal backplates throughout the City at City-owned traffic signals where they are not currently installed. No permanent or temporary right-of-way acquisition will be required for the pedestrian signal pole(s). Ground disturbance will occur at the location of the pedestrian signal, across Traffic Avenue at Maple Street.

Task 1. Project Management

This task includes time for regular communication with the TSI project manager, project engineers, and technical staff; agency coordination; work authorization set-up and monitoring; preparing progress reports and invoices; managing budget and schedule; and quality control and assurance. We have assumed that one (1) project kick-off meeting will occur under Task 1. Environmental permitting support is expected to last 6 months.

Deliverables:

- Six (6) monthly progress reports (submitted with monthly invoice).

Assumptions:

- This Scope of Work assumes that no fieldwork and surveys will be required. Rather, a desktop exercise will provide sufficient documentation.
- The project will last 6 months from Notice to Proceed.

Task 2. NEPA Documentation

This project will use federal funds (a Highway Safety Improvement Program grant) and will therefore be subject to the National Environmental Policy Act (NEPA). ESA will prepare documentation to satisfy NEPA requirements. For the purposes of this scope and budget, it is assumed the appropriate level of documentation will be a NEPA Documented Categorical Exclusion (DCE). Task 2 includes the preparation of the Washington Department of Transportation (WSDOT) Categorical Exclusion (CE) Form and supporting documentation. Supporting documentation will include environmental justice documentation, No Effect language to comply with Section 7 of the Endangered Species Act, and hazardous materials documentation.

ESA's first step will be in coordination with TSI and the City of Sumner to arrange and participate in a NEPA Kick-off Meeting with WSDOT Local Programs (LP) Environmental staff. The purpose of the NEPA Kick-off Meeting is to obtain agreement from WSDOT LP on the NEPA approach and documentation required for the CE. The NEPA process and methods will follow the most current WSDOT LP CE Guidebook. ESA will complete the CE using existing information from online sources, technical reports completed for the project by others, the project design plans, and other information provided by TSI or the City of Sumner.

For environmental justice (EJ), ESA will prepare documentation consistent with the WSDOT CE Guidebook. This scope assumes that (1) the project will not require any permanent or temporary acquisition of private property or relocation of real or personal property. ESA will also prepare a low-level Hazardous Materials Memorandum in compliance with the WSDOT CE Guidebook. The EJ and Hazardous Materials memoranda will be based on existing information and online sources; no new or field information will be collected.

Deliverables:

- Draft NEPA Categorical Exclusion Documentation Form (electronic copy in MS Word, for City review), including environmental justice documentation
- Revised Draft NEPA Categorical Exclusion Documentation Form (electronic copy in MS Word, for WSDOT review), including environmental justice documentation
- Final NEPA Categorical Exclusion Documentation Form (electronic copy in PDF format), including environmental justice documentation
- Draft Hazardous Materials Low-level Memorandum (electronic copy in MS Word, for City review)
- Revised Draft Hazardous Materials Low-level Memorandum (electronic copy in MS Word, for WSDOT review)
- Final Hazardous Materials Low-level Memorandum (electronic copy in PDF format)

Assumptions:

- Two rounds of review of the NEPA CED.
- One round of review of the Hazardous Materials Low-level Memorandum.
- The project will not require permanent or temporary acquisition of private property.
- An EJ Technical Discipline report or memorandum will not be required.
- No hazardous materials are located within the project area.
- The Hazardous Materials Low-level Memorandum will address properties within 0.5 mile of the only area where ground disturbance would occur (the proposed location of the pedestrian beacon). This scope assumes that a maximum of 8 properties are recorded in hazardous materials databases at the Washington State Department of Ecology within 0.5 mile of the proposed pedestrian beacon location.
- The CE is the appropriate environmental classification for this project (a NEPA EA or NEPA EIS will not be prepared).
- TSI or the City will provide ESA with geotechnical information of the project area for the purposes of the NEPA CED.

- The project will not increase traffic capacity and therefore is not subject to air quality conformity analysis requirements, nor will a noise assessment be required under NEPA.
- No wetlands, streams, or other critical areas are located within the project area. A wetland discipline report and fish, wildlife, and vegetation technical memorandum are not required.
- No Section 4(f) properties are located within the project area.
- Work accomplished for this Task 2 will utilize existing desktop resources, such as city-mapped resources and project design information provided by TSI and the City.
- This scope does not include preparation of any figures or graphics. Existing project graphics and design drawings may accompany the deliverable.
- Consultation with regulatory agencies is not included and may require an amendment to this Scope of Work.

Task 3. Cultural Resources Compliance, Exemption Memorandum and Unanticipated Discovery Plan

Due to the involvement of federal funding, the project must comply with Section 106 of the National Historic Preservation Act. This project may be exempt from Section 106 compliance under the *Programmatic Agreement Among The Federal Highway Administration, The Federal Transit Administration, The Washington State Historic Preservation Officer, The Advisory Council On Historic Preservation, Federal Highway Administration Western Federal Lands Highway Division, And The Washington State Department Of Transportation Regarding The Federal Aid Highway, Federal Lands Highway, And Federal Transit Programs In Washington State*. ESA will assess the exemption status of the project and prepare an Exemption Recommendation and Unanticipated Discovery Plan (UDP) for WSDOT review. If WSDOT finds that the project is not exempt, the City may direct ESA to proceed with Optional Task 3a, below.

Deliverables:

- Exemption Recommendation (provided electronically in MSWord format for City and WSDOT review)
- Draft Unanticipated Discovery Plan (provided electronically in MSWord format, for City and WSDOT review)
- Final Unanticipated Discovery Plan (provided electronically in PDF format)

Assumptions:

- The project is exempt from Section 106.

Contingent Task 3a. Cultural Resources Compliance, Area of Potential Effect Letter, Cultural Resources Survey and Report

If WSDOT finds that the project is not exempt (see Task 3), the City may direct ESA to proceed with this Optional Task 3a. Optional Task 3a would require preparing an Area of Potential Effect (APE) Letter and a Cultural Resources Survey Report for City, WSDOT, and DAHP review. ESA will coordinate with the City to define the project area of potential effect (APE) to initiate the Section 106 review with WSDOT. ESA will develop a draft APE letter for submittal by WSDOT to the Department of Archaeology

and Historic Preservation (DAHP) and the tribes to initiate Section 106. With DAHP's concurrence of the APE, ESA will commence cultural resource investigations and reporting. The Cultural Resources Survey and reporting will be consistent with Chapter 456 of the WSDOT's Environmental Manual/Section 4.3 of the CE Guidebook. ESA will perform a 1) background review of existing information on known cultural resources and geological conditions, and 2) pedestrian reconnaissance and limited subsurface probing (up to 2 probes) at the Traffic Avenue project site. The literature search will be used to draft a Cultural Resources Survey Report to be submitted to the City, and eventually WSDOT, for review.

Deliverables:

- Draft 1 Area of Potential Effect (APE) Letter, for TSI and City review (provided electronically in MSWord format)
- Draft 2 APE Letter, for WSDOT review (provided electronically in MSWord format)
- Final APE Letter, for submittal to DAHP (provided electronically in PDF format)
- Draft 1 Cultural Resources Survey Report, for TSI and City review (provided electronically in MSWord format)
- Draft 2 Cultural Resources Survey Report, for WSDOT review (provided electronically in MSWord format)
- Final Cultural Resources Survey Report, for submittal to DAHP (provided electronically in Adobe PDF format)

Assumptions:

- If WSDOT determines the overall project is not exempt from Section 106 compliance, it will determine that only the Traffic Avenue project site requires Section 106 documentation, and that all other locations are exempt.
- No 4(f) properties are located within project area.
- This scope assumes that WSDOT will concur that no built environment historic property inventory will be required. No historic properties will be inventoried as part of this scope of work.
- The scope of work does not include revisions to the cultural resources report based on review by Section 106 consulting parties; this work would require an amendment to the scope of work.
- A free One-Call utility locate must be completed prior to subsurface probing. ESA will coordinate the request for the One-Call utility locate.

Task 4. Endangered Species Act Compliance

The project will require compliance with the Endangered Species Act due to the federal funding. ESA will prepare No Effect language as part of the Categorical Exclusion to comply with the Endangered Species Act. It is assumed that the project would not result in new pollution generating impervious surface, and that the amount of new impervious surface would be below the threshold which stormwater quantity and quality treatment is required. Stormwater would be directed into adjacent landscaped areas where it will be allowed to infiltrate.

Deliverables:

- Draft 1 ESA No Effect language as part of Draft NEPA Categorical Exclusion Documentation Form.
- Draft 2 ESA No Effect language as part of Revised Draft NEPA Categorical Exclusion Documentation Form
- Final ESA No Effect language as part of Final Draft NEPA Categorical Exclusion Documentation Form

Assumptions:

- Endangered Species Act compliance will result in No Effect language as part of the CE form.
- Consultation with USFWS or NMFS will not be required, and a Biological Assessment or separate Endangered Species Act No Effect Letter will not be prepared.
- The project would not result in new pollution generating impervious surface (PGIS).
- The project would result in an amount of new impervious surface that is less than the threshold above which stormwater quantity and quality treatment is required, using the pertinent stormwater code (either City of Sumner or Ecology).

Task 5. State Environmental Policy Act (SEPA) Exemption Letter

The City of Sumner Community Development Department will require that the project comply with all city code requirements and design and development standards. The project may require local permits, including but not limited to a clearing and grading permit or a right-of-way permit. The need for one or more local permits triggers required compliance with the State Environmental Policy Act (SEPA). For the purposes of this scope of work, the project is assumed to be categorically exempt from a SEPA threshold determination and EIS requirements under WAC Section 197-11-800 (2) (d) (i):

“The proposed actions ... are categorically exempt from threshold determination and EIS requirements...

(2) Other minor new construction.

(d) The construction or installation of minor road and street improvements by any agency or private party that include the following:

(i) Safety structures and equipment: Such as pavement marking, adding or removing turn restrictions, speed limit designation, physical measures to reduce motor vehicle traffic speed or volume, freeway surveillance and control systems, railroad protective devices (not including grade-separated crossings), grooving, glare screen, safety barriers, energy attenuators...” (WAC Section 197-11-800 (2) (d) (i))

Although under WAC 197-11-305, an agency is not required to document that a proposal is categorically exempt, ESA will prepare a SEPA Exemption Letter so that the City can consult and confirm the exemption with the City of Sumner Community Development Department and keep the letter in the project records.

Deliverables:

- Draft SEPA Exemption Letter (provided electronically in MSWord format) for City review
- Final SEPA Exemption Letter (provided electronically in PDF format) for the City of Sumner Community Development Department, the City's SEPA Responsible Official, and City records.

Assumptions:

- A SEPA Checklist will not be required. If the City determines that a SEPA Checklist is required, that work will be authorized and completed separately.
- The project is categorically exempt from SEPA as per WAC 197-11-800 (2)(d)(i).
- No additional technical studies or additional analysis are included in this task. If the City determines that additional studies or analysis are required, that work will be authorized and completed prior to completion of the SEPA Environmental Checklist.

City of Sumner - Maple Street/Traffic Avenue Pedestrian Signal and Citywide Traffic Signal Backplates	Person	Pam Xander	Katie Carroz	Nicole Lobodzinski	Silvia Hendrickson	Peter Lawson	Aaron Ellig	Chris Lockwood	Katie Wilson	Emily Scott	Melody McCart	Peter Carr	Susan Bjork		
	Class.	Regional Business Group Director, Planning	Planner IV-b	Planner III	Planner II-b	Biologist IV-b	Biologist II	Regional Business Group Director - Cultural	Cultural Resources Specialist IV	Cultural Resources Specialist III	GIS Analyst	Editor	Lead Project Accountant		
	Billrate	\$ 268.39	\$ 181.12	\$ 149.61	\$ 128.61	\$ 185.68	\$ 117.93	\$ 212.64	\$ 147.48	\$ 141.75	\$ 113.54	\$ 170.94	\$ 137.62	Hours	Amt
	2/23/2022														
1 Project Management		1.0	20.0										3.0	24.0	\$ 4,303.65
2 NEPA Documentation			16.0	40.0		1.0	4.0					2.0		63.0	\$ 9,881.60
3 Contingent Cultural Resources Compliance: APE Leter and Cultural Resources Survey and Report								4.0		20.0	4.0			28.0	\$ 4,139.72
4 ESA No Effect Documentation						12.0								12.0	\$ 2,228.16
5 SEPA Exemption			2.0	8.0								1.0		11.0	\$ 1,730.06
Labor Sub Total		1.0	38.0	48.0	-	13.0	4.0	4.0	-	20.0	4.0	3.0	3.0	138.0	\$ 22,283.19
ESAEexpenses Reimbursable Expenses														\$ 258.00	
Expenses SubTotal															\$ 258.00
Total Fee Estimate															\$ 22,541.19

July 7, 2021

Environmental Science Associates
550 Kearny Street, Suite 800
San Francisco, CA 94108

Subject: Acceptance FYE 2020 ICR – CPA Report

Dear Cindy Choy:

We have accepted your firms FYE 2020 Indirect Cost Rate (ICR) based on the “Independent CPA Report,” prepared by Gusman & Associates as follows:

- Office Rate: 197.90% of direct labor
- Field Rate: 147.40% of direct labor

This rate will be applicable for WSDOT Agreements and 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 the 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;



ERIK K. JONSON
Contract Services Manager

EKJ:ah

Exhibit F - Title VI Assurances Appendix A & E

APPENDIX A

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, *(Title of Modal Operating Administration)*, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Non-discrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.
[Include Modal Operating Administration specific program requirements.]
3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin. *[Include Modal Operating Administration specific program requirements.]*
4. **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the *(Title of Modal Operating Administration)* to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the Recipient or the *(Title of Modal Operating Administration)*, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a contractor's noncompliance with the Non- discrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the *(Title of Modal Operating Administration)* may determine to be appropriate, including, but not limited to:
 - a. withholding payments to the contractor under the contract until the contractor complies; and/or
 - b. cancelling, terminating, or suspending a contract, in whole or in part.
6. **Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the Recipient or the *(Title of Modal Operating Administration)* may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

Exhibit F - Title VI Assurances Appendix A & E

APPENDIX E

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

Pertinent Non-Discrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

Exhibit G

Certification Document

- Exhibit G-1(a) Certification of Consultant
- Exhibit G-1(b) Certification of _____
- Exhibit G-2 Certification Regarding Debarment, Suspension and Other Responsibility Matters - Primary Covered Transactions
- Exhibit G-3 Certification Regarding the Restrictions of the Use of Federal Funds for Lobbying
- Exhibit G-4 Certificate of Current Cost or Pricing Data

Exhibit G-1(a) Certification of Consultant

I hereby certify that I am the and duly authorized representative of the firm of

whose address is

and that neither the above firm nor I have

- a) Employed or retained for a commission, percentage, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for me or the above CONSULTANT) to solicit or secure this AGREEMENT;
- b) Agreed, as an express or implied condition for obtaining this contract, to employ or retain the services of any firm or person in connection with carrying out this AGREEMENT; or
- c) Paid, or agreed to pay, to any firm, organization or person (other than a bona fide employee working solely for me or the above CONSULTANT) any fee, contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out this AGREEMENT; except as hereby expressly stated (if any);

I acknowledge that this certificate is to be furnished to the _____

and the Federal Highway Administration, U.S. Department of Transportation in connection with this AGREEMENT involving participation of Federal-aid highway funds, and is subject to applicable State and Federal laws, both criminal and civil.

Consultant (Firm Name)

Signature (Authorized Official of Consultant)

Date

Exhibit G-1(b) Certification of _____

I hereby certify that I am the:

☐

☐ Other

of the _____, and _____

or its representative has not been required, directly or indirectly as an express or implied condition in connection with obtaining or carrying out this AGREEMENT to:

- a) Employ or retain, or agree to employ to retain, any firm or person; o
- b) Pay, or agree to pay, to any firm, person, or organization, any fee, contribution, donation, or consideration of any kind; except as hereby expressly stated (if any):

I acknowledge that this certificate is to be furnished to the _____

and the Federal Highway Administration, U.S. Department of Transportation, in connection with this AGREEMENT involving participation of Federal-aid highway funds, and is subject to applicable State and Federal laws, both criminal and civil.

Signature

Date

Exhibit G-2 Certification Regarding Debarment Suspension and Other Responsibility
Matters - Primary Covered Transactions

- I. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
 - A. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - B. Have not within a three (3) year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State anti-trust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - C. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; an
 - D. Have not within a three (3) year period preceding this application / proposal had one or more public transactions (Federal, State and local) terminated for cause or default.
- II. Where the prospective primary participant is unable to certify to any of the statements in this certification such prospective participant shall attach an explanation to this proposal.

Consultant (Firm Name)

Signature (Authorized Official of Consultant)

Date

Exhibit G-3 Certification Regarding the Restrictions of the Use of Federal Funds for Lobbying

The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

- 1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or any employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative AGREEMENT, and the extension, continuation, renewal, amendment, or modification of Federal contract, grant, loan or cooperative AGREEMENT.
- 2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative AGREEMENT, the undersigned shall complete and submit Standard Form - LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the require certification shall be subject to a civil penalty of not less than \$10,000.00, and not more than \$100,000.00 for each such failure.

The prospective participant also agrees by submitting his or her bid or proposal that he or she shall require that the language of this certification be included in all lower tier sub-contracts, which exceed \$100,000 and that all such sub-recipients shall certify and disclose accordingly.

Consultant (Firm Name)

Signature (Authorized Official of Consultant)

Date

Exhibit G-4 Certification of Current Cost or Pricing Data

This is to certify that, to the best of my knowledge and belief, the cost or pricing data (as defined in section of the Federal Acquisition Regulation (FAR) and required under FAR subsection 15.403-4) submitted, either actually or by specific identification in writing, to the Contracting Officer or to the Contracting Officer’s representative in support of _____* are accurate, complete, and current as of _____**.

This certification includes the cost or pricing data supporting any advance AGREEMENT’s and forward pricing rate AGREEMENT’s between the offer or and the Government that are part of the proposal.

Firm: _____

Signature

Title

Date of Execution _____***.

*Identify the proposal, quotation, request for pricing adjustment, or other submission involved, giving the appropriate identifying number (e.g. project title.)
**Insert the day, month, and year, when price negotiations were concluded and price AGREEMENT was reached.
***Insert the day, month, and year, of signing, which should be as close as practicable to the date when the price negotiations were concluded and the contract price was agreed to.

Exhibit H

Liability Insurance Increase

To Be Used Only If Insurance Requirements Are Increased

The professional liability limit of the CONSULTANT to the AGENCY identified in Section XII, Legal Relations and Insurance of this Agreement is amended to \$ _____.

The CONSULTANT shall provide Professional Liability insurance with minimum per occurrence limits in the amount of \$ _____.

Such insurance coverage shall be evidenced by one of the following methods:

- Certificate of Insurance
- Self-insurance through an irrevocable Letter of Credit from a qualified financial institution

Self-insurance through documentation of a separate fund established exclusively for the payment of professional liability claims, including claim amounts already reserved against the fund, safeguards established for payment from the fund, a copy of the latest annual financial statements, and disclosure of the investment portfolio for those funds.

Should the minimum Professional Liability insurance limit required by the AGENCY as specified above exceed \$1 million per occurrence or the value of the contract, whichever is greater, then justification shall be submitted to the Federal Highway Administration (FHWA) for approval to increase the minimum insurance limit.

If FHWA approval is obtained, the AGENCY may, at its own cost, reimburse the CONSULTANT for the additional professional liability insurance required.

Notes: Cost of added insurance requirements: \$ _____.

- Include all costs, fee increase, premiums.
 - This cost shall not be billed against an FHWA funded project.
 - For final contracts, include this exhibit
-

Exhibit I

Alleged Consultant Design Error Procedures

The purpose of this exhibit is to establish a procedure to determine if a consultant has alleged design error is of a nature that exceeds the accepted standard of care. In addition, it will establish a uniform method for the resolution and/or cost recovery procedures in those instances where the agency believes it has suffered some material damage due to the alleged error by the consultant.

Step 1 Potential Consultant Design Error(s) is Identified by Agency's Project Manager

At the first indication of potential consultant design error(s), the first step in the process is for the Agency's project manager to notify the Director of Public Works or Agency Engineer regarding the potential design error(s). For federally funded projects, the Region Local Programs Engineer should be informed and involved in these procedures. (Note: The Director of Public Works or Agency Engineer may appoint an agency staff person other than the project manager, who has not been as directly involved in the project, to be responsible for the remaining steps in these procedures.)

Step 2 Project Manager Documents the Alleged Consultant Design Error(s)

After discussion of the alleged design error(s) and the magnitude of the alleged error(s), and with the Director of Public Works or Agency Engineer's concurrence, the project manager obtains more detailed documentation than is normally required on the project. Examples include all decisions and descriptions of work, photographs, records of labor, materials, and equipment.

Step 3 Contact the Consultant Regarding the Alleged Design Error(s)

If it is determined that there is a need to proceed further, the next step in the process is for the project manager to contact the consultant regarding the alleged design error(s) and the magnitude of the alleged error(s). The project manager and other appropriate agency staff should represent the agency and the consultant should be represented by their project manager and any personnel (including sub-consultants) deemed appropriate for the alleged design error(s) issue.

Step 4 Attempt to Resolve Alleged Design Error with Consultant

After the meeting(s) with the consultant have been completed regarding the consultant's alleged design error(s), there are three possible scenarios:

- It is determined via mutual agreement that there is not a consultant design error(s). If this is the case, then the process will not proceed beyond this point.
- It is determined via mutual agreement that a consultant design error(s) occurred. If this is the case, then the Director of Public Works or Agency Engineer, or their representatives, negotiate a settlement with the consultant. The settlement would be paid to the agency or the amount would be reduced from the consultant's agreement with the agency for the services on the project in which the design error took place. The agency is to provide LP, through the Region Local Programs Engineer, a summary of the settlement for review and to make adjustments, if any, as to how the settlement affects federal reimbursements. No further action is required.
- There is not a mutual agreement regarding the alleged consultant design error(s). The consultant may request that the alleged design error(s) issue be forwarded to the Director of Public Works or Agency Engineer for review. If the Director of Public Works or Agency Engineer, after review with their legal counsel, is not able to reach mutual agreement with the consultant, proceed to Step 5.

Step 5 Forward Documents to Local Programs

For federally funded projects, all available information, including costs, should be forwarded through the Region Local Programs Engineer to LP for their review and consultation with the FHWA. LP will meet with representatives of the agency and the consultant to review the alleged design error(s), and attempt to find a resolution to the issue. If necessary, LP will request assistance from the Attorney General's Office for legal interpretation. LP will also identify how the alleged error(s) affects eligibility of project costs for federal reimbursement.

- If mutual agreement is reached, the agency and consultant adjust the scope of work and costs to reflect the agreed upon resolution. LP, in consultation with FHWA, will identify the amount of federal participation in the agreed upon resolution of the issue.
- If mutual agreement is not reached, the agency and consultant may seek settlement by arbitration or by litigation.

Exhibit J

Consultant Claim Procedures

The purpose of this exhibit is to describe a procedure regarding claim(s) on a consultant agreement. The following procedures should only be utilized on consultant claims greater than \$1,000. If the consultant's claim(s) total a \$1,000 or less, it would not be cost effective to proceed through the outlined steps. It is suggested that the Director of Public Works or Agency Engineer negotiate a fair and reasonable price for the consultant's claim(s) that total \$1,000 or less.

This exhibit will outline the procedures to be followed by the consultant and the agency to consider a potential claim by the consultant.

Step 1 Consultant Files a Claim with the Agency Project Manager

If the consultant determines that they were requested to perform additional services that were outside of the agreement's scope of work, they may be entitled to a claim. The first step that must be completed is the request for consideration of the claim to the Agency's project manager.

The consultant's claim must outline the following:

- Summation of hours by classification for each firm that is included in the claim
- Any correspondence that directed the consultant to perform the additional work;
- Timeframe of the additional work that was outside of the project scope;
- Summary of direct labor dollars, overhead costs, profit and reimbursable costs associated with the additional work; and
- Explanation as to why the consultant believes the additional work was outside of the agreement scope of work.

Step 2 Review by Agency Personnel Regarding the Consultant's Claim for Additional Compensation

After the consultant has completed step 1, the next step in the process is to forward the request to the Agency's project manager. The project manager will review the consultant's claim and will meet with the Director of Public Works or Agency Engineer to determine if the Agency agrees with the claim. If the FHWA is participating in the project's funding, forward a copy of the consultant's claim and the Agency's recommendation for federal participation in the claim to the WSDOT Local Programs through the Region Local Programs Engineer. If the claim is not eligible for federal participation, payment will need to be from agency funds.

If the Agency project manager, Director of Public Works or Agency Engineer, WSDOT Local Programs (if applicable), and FHWA (if applicable) agree with the consultant's claim, send a request memo, including backup documentation to the consultant to either supplement the agreement, or create a new agreement for the claim. After the request has been approved, the Agency shall write the supplement and/or new agreement and pay the consultant the amount of the claim. Inform the consultant that the final payment for the agreement is subject to audit. No further action is needed regarding the claim procedures.

If the Agency does not agree with the consultant's claim, proceed to step 3 of the procedures.

Step 3 Preparation of Support Documentation Regarding Consultant's Claim(s)

If the Agency does not agree with the consultant's claim, the project manager shall prepare a summary for the Director of Public Works or Agency Engineer that included the following:

- Copy of information supplied by the consultant regarding the claim;
- Agency's summation of hours by classification for each firm that should be included in the claim
- Any correspondence that directed the consultant to perform the additional work;
- Agency's summary of direct labor dollars, overhead costs, profit and reimbursable costs associate with the additional work;
- Explanation regarding those areas in which the Agency does/does not agree with the consultant's claim(s);
- Explanation to describe what has been instituted to preclude future consultant claim(s); and
- Recommendations to resolve the claim.

Step 4 Director of Public Works or Agency Engineer Reviews Consultant Claim and Agency Documentation

The Director of Public Works or Agency Engineer shall review and administratively approve or disapprove the claim, or portions thereof, which may include getting Agency Council or Commission approval (as appropriate to agency dispute resolution procedures). If the project involves federal participation, obtain concurrence from WSDOT Local Programs and FHWA regarding final settlement of the claim. If the claim is not eligible for federal participation, payment will need to be from agency funds.

Step 5 Informing Consultant of Decision Regarding the Claim

The Director of Public Works or Agency Engineer shall notify (in writing) the consultant of their final decision regarding the consultant's claim(s). Include the final dollar amount of the accepted claim(s) and rationale utilized for the decision.

Step 6 Preparation of Supplement or New Agreement for the Consultant's Claim(s)

The agency shall write the supplement and/or new agreement and pay the consultant the amount of the claim. Inform the consultant that the final payment for the agreement is subject to audit



SUBJECT: Heritage Park Remediation Investigation

CATEGORY: Presentation

BUDGET IMPACT:

Expenditure Required: None

Within Budget Allocation: N/A

ATTACHMENTS:

1. Heritage Park Remediation Borings

STAFF CONTACT: Alisa O'Haver-Ayala , Associate City Engineer

SUMMARY BACKGROUND:

The Heritage Park property had previously been a gas station. Over the years, the site has had some remediation work completed, but contamination remains.

Additional soil remediation investigation is being recommended to prepare the site for future park development, at a budgeted cost of \$120,000.

COUNCIL COMMITTEE/STUDY SESSION: Public Works Committee

MEETING/STUDY SESSION DATE: 3/1/2022

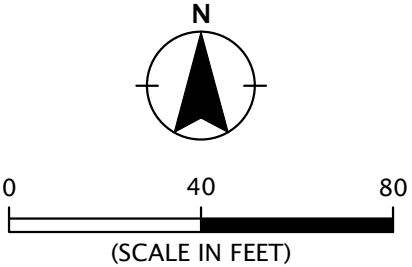
COMMITTEE RECOMMENDATION: Discussion Only

STAFF RECOMMENDATIONS/MOTION:

Discussion Only



- LEGEND:**
- APPROXIMATE PROPERTY BOUNDARY
 - B1 SOIL SAMPLE LOCATION
 - B12 LOCATION REPORTED BELOW MTCA
 - B1* BORING DEPTH NOT SUFFICIENT TO CHARACTERIZE VERTICAL EXTENT OF CONTAMINATION
 - B10 LOCATION REPORTED EXCEEDING MTCA
 - PROPOSED BORING/MONITORING WELL



SITE PLAN BASED ON DRAWING PROVIDED BY
PES ENVIRONMENTAL, AN NV5 COMPANY
JANUARY 20, 2022

	CITYSUMMER-11-02	PROPOSED EXPLORATIONS		FIGURE 1
	JANUARY 2022	HERITAGE PARK SUMNER, WA		



Monthly Project Management Report

March 2022

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Major Projects

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: Project is developing 90% Design Plans, Acquire Right-of-Way, and Coordinate Utility Relocations 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 Closeout Project in plant establishment period. Project 90% constructed. 60th reopened to traffic, there are no other major traffic impacts planned during project. Work restarted July 2019. The culvert has been delivered to the site. 60th Street may be closed for culvert installation, depending on contractor availability. Corps permit secured, contractor beginning project restart. The City is currently waiting on permit approval from the Army Corps of Engineers. Permit meeting occurred on site and an ESA consultation is pending. The contractor is currently on winter shutdown. Contractor to start work mid-September. Plantings at the mitigation site are 100% complete. Contractor to provide construction schedule for Mitigation Pond the week of 8/8/16. Contract has been suspended until further notice.	
Next Critical Activities (dates): Plant Establishment (01/22)			
Next Council Actions (dates): Project Acceptance (06/22)			
Next Public Actions (dates):			

Project: 166th Ave E Widening (13-11)		Project Manager: Michael Kosa	Budget: \$16 Million (10% funded)
Finance: Port of Tacoma \$25,000, \$950,000 City (TIF & Storm), \$1,219,650 (Federal – STP)			
Description: Construct Improvements to 166 th Ave E to decrease congestion and improve safety at 64 th St E and at SR 410 westbound ramps			
Schedule/Milestones: ■ Consultant Award (12/18) ■ Intersection Control Evaluation (6/20) ■ Concept Report Complete (07/20) ☐ Preliminary Design Approval (6/22) ☐ 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): Preliminary Design Approval (3/22)			
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 (TBD)	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/Robby Wright	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 (4/22) ☐ Bid Award (5/22) ☐ 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 acres 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: The contract to demolish the structures on the Bushore and Eagle properties has been awarded. Staff is preparing a notice to proceed authorizing the contractor to move forward with the demolition work.	
Next Critical Activities (dates):			
Next Council Actions (dates):			

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 Building construction complete. Investigating adding asphalt driving surface to project. This project is under construction and the contractor is currently working on final completion and punchlist. This project is under construction and the contractor is currently working on floor slabs. This project is under construction and the contractor is currently working on subgrade and foundations. Western Engineering Constructors, Inc., was awarded the construction contract at a Special Council Meeting on 8/14/17. Contracts are currently being signed.		
Next Critical Activities (dates): Completion Report (3/22)			
Next Council Actions (dates): N/A			
Next Public Actions (dates): N/A			

Project: 410/Traffic Ave Interchange (15-04)	Project Manager: Andrew Leach	Budget: \$17,000,000; Construction 100% grant funded
Description: Construct a new overpass for the SR 410/Traffic Ave Interchange to meet the demands of freight and commuter traffic.		
Finance: <i>Design:</i> Sound Transit \$100K, WA State Legislature #1 \$300K, Private Dev. \$75K, Port of Tacoma #1 \$11.5K, City of Sumner \$75K, STP Grant \$313K <i>Construction:</i> FIMSB \$2.5M, Sound Transit \$5.0M, Port of Tacoma #2 \$45k, WA State Legislature #2 \$500K, Private Development \$1.0M, TIB \$3M		
Schedule/Milestones: ■ Selection of IJR Consultant (10/15) ■ Preliminary Design Consultant Contract Award (08/16) ■ Final Design Consultant Contract Award (07/17) ■ Final Design Complete (12/18) ■ Construction Contract Award (07/19) ■ Construction Complete (1/22) □ Project Acceptance (4/22)	Status: City is working on the project closeout process with the contractor. 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 22 nd 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/Alisa O'Haver-Ayala	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 (3/11) □ 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: Michael Kosa	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 (3/22)		Status: Construction is completed and final project closeout is underway. (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 City is moving forward with the design of the project. 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: Alisa O'Haver-Ayala	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: Contractor for Guardrail relocation is making good progress. Aerial utility relocations in the vicinity of the replaced guardrail are ongoing. Resurfacing project in closeout, Guardrail relocation begins in February. Guardrail project bid opening complete, award in January 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 underbudget. Guardrail portion of project in design. Funding secured for Phase 1 resurfacing construction. Resurfacing project will construct in 2020. Consultant kickoff in February. The survey fieldwork is complete. Consultant agreement at council. Consultant qualifications being evaluated. RFQ is out for advertisement. Funding has been obligated. Staff is working w/ WSDOT to obligate Design funds. Staff is preparing paperwork to add project to federal programming	
Next Critical Activities (dates): Construction Complete (06/22)			
Next Council Actions (dates):			
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 (3/22) □ Complete ROW Acquisition (3/22) □ Obligate Construction (4/22) □ Advertise for Construction (5/22) □ Complete Construction (9/23)		Status: WSDOT Review set being developed, 1 of 4 ROW acquisitions complete 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 (3/22)			
Next Council Actions (dates): ROW Acquisition (3/22)			
Next Public Actions (dates):			

Project: Alder & Kincaid Utility Improvements (19-05)		Project Manager: Alisa O’Haver-Ayala	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 (04/22) □ 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 (6/22)			
Next Council Actions (dates): Construction Contract Award (6/22)			
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 (3/22) □ Construction Contract Award (4/22) □ Construction Complete (7/22)		Status: PLans have been approved by Ecology. The project will be going out to bid. The 100% plans have been submitted to Ecology for review. 90% Plans have been accepted by Ecology. The City is finalizing the 100% plans and will be sending them to Ecology for review before bidding the project for construction. 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): Construction Contract Award (4/22)			
Next Council Actions (dates): Construction Contract Award (4/22)			
Next Public Actions (dates):			

Project: South Tank Seismic Retrofit (19-10)		Project Manager: Michael Kosa	Budget: \$2,463,900
Description: Design and construction of seismic improvements to improve the resiliency of the south tank reservoir.			
Schedule/Milestones: ■ Select Design Consultant (1/20) □ Bid Award (6/22) □ Construction Complete (3/23)		Status: 90% 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: LS #2 and #6 Control Panel Replacement (20-04)	Project Manager: Michael Kosa	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 (TBD) ☐ Construction Complete (TBD)	Status: Design is complete. Will advertise as staffing permits.	
Next Critical Activities (Dates):		
Next Council Actions (dates):		
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) ☐ Design Complete (12/24) ☐ Right-of-Way Acquisition Complete (12/22) ☐ Construction Complete (12/26)	Status: The 30% plans have been reviewed and approved by WSDOT. The 30% plans are complete and have been sent to WSDOT for approval. 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): Consultant Design Supplement (5/22)		
Next Council Actions (dates): Consultant Design Supplement (5/22)		
Next Public Actions (dates):		

Project: Academy Street Bike Lanes (20-08)		Project Manager: Alisa O’Haver-Ayala	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 (4/22) ☐ Construction Contract Award (06/22) ☐ 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): Construction Contract Award (6/22)			
Next Council Actions (dates): Construction Contract Award (06/22)			
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 (3/22)		Status: Project has reached substantial completion. Contractor is working on punchlist items. 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): Construction Complete (3/22)			
Next Council Actions (dates): Project Acceptance (5/22)			

Project: Treatment Facility Access Platforms (21-04)		Project Manager: Michael Kosa	Budget: \$135,000
Description: Installation of access platforms at the headworks screens and biosolids dryer.			
Schedule/Milestones: ■ Select Design Consultant (5/21) □ Bid Award (6/22) □ Construction Complete (9/22)		Status: The bid package is being prepared to solicit for construction 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: Michael Kosa	Budget: \$135,000 (Seeking \$29,000 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 City has identified approximately \$29,000 in energy grant funding available for this project. The design consultant is working on a design report and PSE energy savings grant application for 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 (3/22) □ 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: Michael Kosa	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 (6/22) □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: Michael Kosa	Budget: \$657,000
Description: Recoating of the Sumner Springs Reservoir.			
Schedule/Milestones: ■ Select Design Consultant (6/21) □ Bid Award (9/22) □ Construction Complete (12/22)		Status: Staff has reviewed a 90% design submittal.	
Next Critical Activities (dates):			
Next Council Actions (dates): N/A			

Project: Maple St Ped Signal, Citywide Backplates (21-11)		Project Manager: Alisa O’Haver-Ayala	Budget: \$431,000 (95% federal, 5% city general fund)
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: A consultant agreement will be at Council in March. Qualifications of firms are being evaluated. Interviews in January. RFQ advertised Project being programed and obligated to begin the design phase	
Next Critical Activities (dates): Consultant Agreement Award (3/22)			
Next Council Actions (dates): Consultant Agreement Award (3/22)			

Project: Biosolids Dryer Repair and Replacement (21-17)		Project Manager: Michael Kosa	Budget: TBD
Description: Biosolids Equipment Modernization at the Waste Water Treatment Facility.			
Schedule/Milestones: ☒ Consultant Services Agreement (2/22) ☐ Concept Report (12/22) ☐ Construction Contract Award (TBD) ☐ Construction Complete (TBD)		Status: Project in progress, draft study in May A committee consisting of Bonney Lake and Sumner staff have reviewed the Statements of Qualifications received and identified Gray & Osborne as the most qualified firm for this work. 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: Project in closeout 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 (3/22) ☐ 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: Michael Kosa	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. Project in closeout. Design is complete.	
Next Critical Activities (Dates):		
Next Council Actions (dates): Construction Acceptance (3/22)		
Next Public Actions (dates): N/A		

Project: LS #11 Hatch Replacement (20-05)	Project Manager: Michael Kosa	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 in closeout. Design is complete.	
Next Critical Activities (Dates):		
Next Council Actions (dates):		
Next Public 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: Project is in 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 (07/22) ☐ Select Contractor (08/22) ☐ Construction Complete (09/22)		Status: Project pushed back to summer 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 (3/22) ☐ Study Complete (6/22)		Status: Project delayed due to staffing situation Consultant selected, negotiating scope for study	
Next Critical Activities (dates):			
Next Council Actions (dates):			