

COUNCILMEMBERS

Position No.

1. Tod Gunther
2. John Kelly
3. Tony Belot
4. John Williams
5. Gregg Bradshaw
6. Greg Hogan
7. Scott Drennen



Deputy Mayor, Greg Hogan, Chair

ORTING CITY COUNCIL
Study Session Meeting Agenda
Virtual, Orting, WA
May 19th, 2021, 6PM.

1. CALL MEETING TO ORDER, PLEDGE AND ROLL CALL.

The City is utilizing remote attendance for Councilmembers and City employees. Please note: OPMA rules regarding provision for the public in a space have been suspended by proclamation of the Governor. The meeting is however, available for the public to hear by a call in number or computer link. To join the meeting call the following number and use the meeting ID. On a computer or mobile phone use this link: <https://bluejeans.com/515468578> Phone Dial-in- +1.408.419.1715 - Meeting ID: 515 468 578

2. COMMITTEE REPORTS

Public Works-CM Drennen & CM Bradshaw-Public Safety-CM Belot & CM Gunther - Community and Government Affairs-CM Kelly & CM Williams.

3. STAFF REPORTS

4. AGENDA ITEMS

A. AB21-33-Code Amendments

✚ Emily Adams

B. AB21-38 – Jones Setback Levee Discussion

✚ Scott Larson

C. AB21-44- Wolfe Levee Mitigation Site Plan Monitoring

✚ CM Drennen/CM Brads/JC Hungerford

D. AB21-43-Orting Emergency Evacuation Pedestrian Bridge System- Amendment No. 2

✚ CM Drennen/CM Bradshaw/JC Hungerford

E. AB21-42 Sidewalk Removal and Replacement Bids – PW Project 2021-03

✚ CM Drennen/CM Bradshaw

F. AB-21-45- Waste Water Treatment Plant Plug Valve Purchase

✚ JC Hungerford

G. AB21-39-Labor Negotiator

✚ Scott Larson

H. AB21-46- Whitehawk Bypass -Right of Way Remediation

✚ Scott Larson

I. AB-21-40 - Parametrix On Call Engineering Contract Extension

✚ Scott Larson

J. AB-21-41 - Park Land Acquisition

✚ CM Kelly / CM Williams

5. ADJOURNMENT- Motion: To Adjourn.



**City Of Orting
Council Agenda Summary Sheet**

	Agenda Bill #	Recommending Committee	Study Session Dates	Regular Meeting Dates
Subject: Potential Code Amendments	AB21-33		4.21.21 5.19.21	
	Department:	Planning		
	Date Submitted:	4.12.21		
Cost of Item:	<u>\$NA</u>			
Amount Budgeted:	<u>\$NA</u>			
Unexpended Balance:	<u>\$NA</u>			
Bars #:	NA			
Timeline:	TBD			
Submitted By:	Emily Adams (Planner)			
Fiscal Note: TBD				
Attachments: Staff memo				
SUMMARY STATEMENT:				
<p>Since becoming the City’s contract planner in October 2020, I have been keeping track of any necessary or suggested amendments to the Orting Municipal Code. The attachment includes a list of potential code amendments for Council to review and provide direction on which are priorities in the coming months.</p> <p>The City Council reviewed the potential code amendments at the study session on April 21st, 2021.</p>				
NEXT STEPS: Provide direction to staff on which code amendments Council would like to see happen in the coming months.				
FUTURE MOTION: TBD				



TO:	Mayor and City Councilmembers	DATE:	May 12, 2021
FROM:	Emily Adams, AICP Contract City Planner	PROJECT TYPE:	Municipal Code
		SUBJECT:	Potential Code Amendments

Since becoming the City’s contract planner in October 2020, I have been keeping track of any necessary or suggested amendments to the Orting Municipal Code.

Per OMC 15-12-4, staff cannot initiate an amendment. An amendment to the zoning title or other official controls may be initiated by:

1. The City Council requesting the Planning Commission to set the matter for hearing and recommendations.
2. The Planning Commission with the concurrence of the Administrator.
3. One or more property owners directly affected by a proposal through a petition to the City.
4. Citizen advisory committees or organizations through a petition to the City.

Therefore, staff is looking for direction from the Council on which (or in which order) it wishes to see suggested code amendments be addressed over the coming months. Staff is happy to look into other amendments Council identifies as well. The list of suggested amendments below is staff-created based on my review and use of the code or suggestions from other departments. The list is ordered from anticipated least time intensive to anticipated most intensive, with approximate budgets, timelines and priority identified. Given limited budgets and other staff time demands, these amendments may occur over the next year or more.

Suggested Amendments

- Planning Commission Recommendation & Appeal
 - Revise OMC 15-9-2-D to clarify process in which Planning Commission forwards recommendations to Council. The code currently requires the Commission adopt a resolution, which is not the current practice.
 - Revise OMC 15-10-2 which needs to state appeal of Planning Commission recommendation and *decision*. The current code only deals with appealing Planning Commission recommendation (to City Council) with no language about procedures to appeal a Planning Commission decision.
 - Amount of time: 2 months
 - Approximate cost: \$600
 - Priority: Medium
- Alternative Landscape Plan
 - This is allowed per Orting’s code, but the decision authority needs to be more clearly stated as either with the Administrator or Planning Commission (as part of ADR).

- Amount of time: 2 months
- Approximate cost: \$600
- Priority: Medium
- Pipestem/ flag lots
 - Add definition to Title 13 OMC (Development Regulations). There only exists a definition in Title 12 OMC (Subdivision Regulations).
 - Either revise definition completely or define terms within definition to make regulating these lots easier and predictable.
 - Clean up flag-lot regulations to fix inconsistencies.
 - Test language on recent subdivisions and existing parcels.
 - Amount of time: 4 months
 - Approximate cost: \$2,500
 - Priority: High
- Definitions
 - Uses definition
 - Add definitions for every use in the use table for clarity and predictability in the code.
 - Update types of daycare facilities for consistency.
 - Do a consistency check between Title 12 OMC (Subdivision Regulations) and Title 13 OMC (Development Regulations) definitions. Relevant ones were updated as part of the HB 1923 code amendments, but there are still inconsistent definitions present.
 - Amount of time: 4 months
 - Approximate cost: \$2,800
 - Priority: High
- Tiny Homes
 - Add language regarding tiny homes regulations as the City's Planning and Building Departments have received multiple inquiries about this type of home and our code does not speak specifically to the use.
 - Research tiny home regulations and options.
 - Cost and time depend on complexity of regulations, from a simple definition to regulations regarding size, parking, etc.
 - Process would include research, followed by Council briefing for desired direction, then creating regulations.
 - Amount of time: 4 - 6 months
 - Approximate cost: \$1,000 - \$5,000
 - Priority: Medium
- Site Plan Review
 - Add a site plan review chapter that includes specific application requirements and review criteria.
 - The City's fee schedule differentiates between major and minor Site Plan Review, this needs to be consistent with the Municipal Code.

- Determine difference between major and minor site plan reviews
- *Related:* Site Plan Review/Conditional Use Permit (CUP)
 - Site plan review is currently a Type 3a Planning Commission decision.
 - When both site plan review and a conditional use permit are required, they are processed collectively under a Type 3a Planning Commission decision (CUPs are otherwise a Type 3, Hearing Examiner decision). Council has expressed interest in changing the CUP process.
 - Site plan review could be a Type 2 (administrative), 3 (hearing examiner), or 4 (Council) decision depending on Council's preference. There could be more than one type of site plan review process e.g. major/minor.
- Amount of time: 6 months
- Approximate cost: \$4,000
- Priority: High

EA/wc

c: Scott Larson, City Administrator - City of Orting
Wayne Carlson, Principal – AHBL, Inc.

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**City Of Orting
Council Agenda Summary Sheet**

	Agenda Bill #	Recommending Committee	Study Session Dates	Regular Meeting Dates
Subject: Jones Setback Levee Discussion	AB21-38	N/A	5.19.21	
	Department:	Administration		
	Date Submitted:	5.13.2021		
Cost of Item:	<u>N/A</u>			
Amount Budgeted:	<u>N/A</u>			
Unexpended Balance:	<u>N/A</u>			
Bars #:	N/A			
Timeline:	None			
Submitted By:	Scott Larson, City Administrator			
Fiscal Note: N/A				
Attachments: Design Comments Letter				
SUMMARY STATEMENT:				
<p>The City Engineer and staff have been briefed by the Pierce County and the Army Corps of Engineers on the 35% design of the Jones Setback Levee. The engineer and staff have prepared a letter of comments based on current design that we believe require additional attention or discussions with the City. These comments relate specifically to park impacts, existing stormwater infrastructure, property owner impacts, river sedimentation, FEMA Accreditation and general design elements of the project.</p> <p>We are still working with the County and Corps to present the levee design at an upcoming council meeting before the project goes out to the general public. The County and Corps have indicated that they are willing to do this once they reach an “appropriate design and review milestone.” It is anticipated that this presentation can take place at a mid-June or early July meeting.</p>				
RECOMMENDED ACTION: Discussion				
FUTURE MOTION: None				



CITY OF ORTING

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May 19, 2021

Via email

Mr. Harold P. Smelt PE
Engineering Services Manager
2702 S 42nd St, Ste 201
Tacoma, WA 98409-7322

Re: Jones Levee 35% Design Comments

Dear Mr. Smelt,

Thank you for sharing the County's 35% design plans for the Jones Setback levy. This is a project that is very important to the city, if it is designed and constructed with enough forethought to the future, it will allow the Ken Wolf Setback levy to be accredited by FEMA and take a chunk of the west side of Orting out of the regulatory floodplain and give citizens additional options when it comes to purchasing flood insurance. During our review of the current 35% design, we identified a number of questions or concerns that we hope you will address as you continue through subsequent phases of design:

1. Propose mitigation or work with the City through the design process to develop a plan to address parking impacts at Calistoga Park.
2. Incorporate the City's existing stormwater infrastructure into the project design.
3. Make contact and start discussions with Pierce County Parcel No. 051932019 to start discussing needed Right of Way for project and anticipated impacts to their property as the current proposal does not anticipate condemning their house.
4. Due to the break in the levee system as proposed between the upstream terminus and the Matlock Cutoff, there appears to be a risk of the river circumventing the upstream tie in. If this were to occur, floodwaters would be directed at the City of Orting. Please provide technical basis and analysis for the design as proposed or provide a continuous levee system that connects to already constructed levee infrastructure.
5. Given the documented sedimentation of the Puyallup River in this reach, a sediment transport analysis shall be completed to model current and future anticipated bed rise and scalping in the project area. This should include bathymetric surveys of the current river channel and extend both upstream and downstream of the project.

6. The levee design shall exceed all requirements mandated in Title 44 of the Code of Federal Regulations Section 65.10 which establishes the federal certification requirements of levees at the completion of construction. The levee shall be modeled to exceed these requirements for several years following construction, and shall be designed and constructed in such a way that it may be raised in the future while still meeting the requirements of Title 44 of the Code of Federal Regulations Section 65.10.
7. The constructed levee shall be certified by the US Army corps at the completion of construction.
8. The impetus of this project is to allow for certification of the Wolfe Setback Levy which will remove much of the west side of Orting from the regulatory floodplain. The proposed 35% design does not create a levee product that would meet or achieve FEMA Levy Accreditation Standards. Please complete a design that is consistent with FEMA Levy Accreditation Standards in this reach of the Puyallup River.

The City of Orting sincerely appreciates your effort on this project and we look forward to our continued partnership managing flood hazards for the citizens of Orting.

Sincerely,

Joshua Penner
Mayor

John Kelly
Councilmember

JC Hungerford, PE
Parametrix, Inc.



**City Of Orting
Council Agenda Bill Summary Sheet**

	Agenda Bill #	Recommending Committee	Study Session Dates	Regular Council Meeting
Subject: Wolfe Levee Mitigation Site Monitoring Plan	AB21-44	Public Works	5.19.21	
	Department:	Public Works		
	Date Submitted:	5/12/21		
	Cost of Item:	<u>\$ 83,560</u>		
Amount Budgeted:	<u>\$5,000</u>			
Unexpended Balance:	<u>(\$78,560)*</u>			
Bars #:	510.594.31.41.16			
Timeline:				
Submitted By:	JC Hungerford, PE			
Fiscal Note: *This is fully grant funded by a PCFCZD grant that is left over from construction of the levee.				
Attachments: Scope and budget for professional services				
<p>SUMMARY STATEMENT: The Wolfe Levee Mitigation Site was installed in 2015 in accordance with the <i>Final Mitigation Plan Wolfe Setback Levee</i> (Parametrix 2013). The mitigation site requires ongoing monitoring and reporting to ecology, with heavy efforts 2020-2022. Much of the 2020 field work was delayed due to Covid-19. This scope of work details services to be performed to monitor the mitigation site for flooding frequency and wetland conditions for monitoring years (2020 to 2022).</p> <p>This work is fully funded by a Pierce County Flood Control Zone District grant balance from the construction of the levee. Much of this work was anticipate to be completed in 2020 but was delayed due to the pandemic.</p>				
RECOMMENDED ACTION: Move Forward to May 26 th meeting				
FUTURE MOTION: To Approve The Attached Wolfe Levee Setback Mitigation Site Monitoring Plan Scope And Budget Provided By Parametrix In The Amount Of \$83,560.				

SCOPE OF WORK

City of Orting Wolfe Levee Setback Mitigation Site Monitoring Plan

INTRODUCTION

The Wolfe Levee Mitigation Site was installed in 2015 in accordance with the *Final Mitigation Plan Wolfe Setback Levee* (Parametrix 2013). On February 5, 2020, Washington Department of Ecology (Ecology) visited the site and recommended a course of action to bring the site into compliance. Based on these recommendations, Parametrix conducted site visits in May 2020 and provided a contingency monitoring plan based on observations and analysis of the mitigation site's conditions described in a technical memorandum dated June 18, 2020. Ecology approved the contingency monitoring plan with additional comments and requests in a follow-up email on July 15, 2020, which were applied to the final Monitoring Plan, dated September 3, 2020 (Parametrix 2020). This scope of work details services to be performed to monitor the mitigation site for flooding frequency and wetland conditions for monitoring years 5 through 6 (2020 to 2021).

TASK 1 – PROJECT MANAGEMENT AND AGENCY COORDINATION

Work under this task includes time to administer and coordinate the various project elements and will be ongoing throughout each monitoring year. Work includes the following:

- Coordination, correspondence, and review meetings with City of Orting staff and Ecology.
- In-house project administration, scheduling, and direction of project staff.
- Preparation of monthly progress reports.

Deliverables

- Monthly invoices and progress reports.
- Miscellaneous correspondence and letters.
- In-house monthly project meetings.

TASK 2 – MITIGATION PLAN REVISIONS

To gain an understanding of the extent of wetlands within the mitigation site, wetland conditions will be assessed by performing wetland delineations that will be aided by wetland hydrology monitoring at groundwater wells.

Task 2.1 – Groundwater Well Installation, Data Collection, and Analysis

Nine shallow groundwater wells were installed in fall 2020 in locations described on the final monitoring plan (Parametrix 2020) to document wetland hydrology and aid in wetland delineations. Groundwater wells were located using a handheld Trimble GPS unit. Groundwater well data will be collected continuously after installation in 2020, using data recording pressure transducers starting in Year 5 (fall 2020), and continuing in Year 6 (2021),

Assumptions

- During years where groundwater well data will be collected and analyzed, data at each well will be downloaded monthly.

Task 2.2 – Wetland Delineation Fieldwork

An assessment of all wetlands within the mitigation site will be conducted at the end of the Year 5 growing season (2020) and a wetland delineation will be completed in the early growing season of Year 6 (2021). The Year 5 wetland assessment will be used to aid in exact placement of groundwater wells. The wetland delineation will be advised by the direct monitoring of hydrology through the growing season. A wetland functional assessment using the 2014 Ecology wetland rating will be included in Year 6. The wetland delineation will be conducted in accordance with the Corps of Engineers Wetland Delineation Manual (Environmental Laboratory 1987) and the indicators described in the Corps *Regional Supplement to the Corps of Engineers Wetland Delineation Manual: Western Mountains, Valleys, and Coast Region* (.

Task 2.3 – Reporting

The Year 6 report will include results of the groundwater well data, wetland delineation (including figures), and observations of wildlife use including spawning.

Deliverables

- Draft wetland conditions monitoring report.
- Final wetland conditions report following review period of draft report.

Assumptions

- Rationale of proposed location of groundwater wells is based on approval by the Corps and Ecology prior to being installed.
- The monitoring report will be provided in Year 6. See Table 2 on the following page for schedule and deliverables due dates.
- Up to 20 wetland determination forms and up to 2 wetland rating forms and figures are included.

The final report will include revisions based on one round of review comments on the Draft from Ecology and the Corps.

Table 2. Wetland Conditions Monitoring Schedule

Monitoring Year	Year Ending	Actions	Deliverables / Date
5	2020	Install groundwater wells, obtain data from groundwater wells on monthly basis. Preliminary wetland assessment at end of growing season.	None.
6	2021	Obtain data from groundwater wells on monthly basis. Data analysis includes data from October 2020 through May 2021. Wetland delineation of entire site.	Draft report/June 30, 2021. Final report following review period.

TASK 3 – POST HIGH WATER EVALUATION

Perform monitoring to assess the hydrologic modeling and current performance of the levee setback using the three following measures: (1) frequency of Puyallup River inundation between the breached and setback levees, (2) geographic extent of water inundation between the breached and setback levees, and (3) geomorphic features assessment of newly formed channels at mitigation areas between the breached and setback levees as it relates to inundation.

Task 3.1 – Monitoring Installation and Baseline Conditions Assessment for Year 5

- a) Install three staff gauges during fall of 2020. Location and elevation of the staff gauges will be measured using conventional survey methods as part of Task 4.
- b) Establish transects perpendicular to river flow to span the entire area between the old levee and the setback levee. Transects will be extended across the side channel of the Puyallup River. The transects will be staked with rebar at the ends and capped for safety.
- c) Establish photo points positioned to capture and document observations of inundation and notable geomorphic features from consistent points near the staff gauges and from positions along the transects.
- d) Perform baseline conditions assessment by recording observations of high-water marks and geomorphic features observable from transects and photo points, as well as photographing the site from established photo points in each of the four cardinal directions.
- e) Document baseline conditions assessment in technical memorandum due December 31, 2020.

Deliverables

- Technical memorandum documenting topographic cross sections, high-water marks, and geomorphic features observed from established transects due December 31, 2020.

Assumptions

- The technical memorandum will not include hydrologic data.

Task 3.2 – Continued Monitoring for Year 6

- a) Staff gauges will automatically record and store stage height measurement between October 1 and April 30 of each monitoring year. Data will be obtained from the gauge immediately following any suspected inundation events based on the tracking of publicly available streamgauge data from the U.S.

Geological Survey (USGS) 12093500 station on the Puyallup River near Orting, or immediately following the end of the monitoring period.

- b) Data collection at transects and photo points will occur immediately following inundation events, or at least once immediately following the October 1 to April 30 flood monitoring period. Along each transect or immediately observable from each transect, the following activities will occur: record of locations of high-water marks from any recent inundation events and record of geomorphic feature development including side channel formation, sediment degradation, and sediment aggradation areas. The control point stakes are expected to remain vertically stable and will be used to tie cross section elevations to a vertical datum.
- c) Photographs will be taken at established photo points, as well as along established transects in each of the four cardinal directions. Photo point data collection will occur in tandem with each transect cross section collection event and will be limited to the area within direct observation of the transect.
- d) A separate site visit will occur during low flow to obtain three Puyallup River main channel cross sections during year 6 to document changes to the channel cross section geometry and elevation.

Deliverables

- Draft technical memorandum detailing preliminary hydrologic monitoring data to be provided to Ecology within 4 weeks following inundation event or completion of hydrologic data collection on April 30.
- Draft flooding assessment monitoring report will include at a minimum the following: results and interpretation of hydrologic monitoring data, a photo point log with qualitative and quantitative descriptions of inundation extents and geomorphic features measured on or immediately observable from transects and photo points, and figures depicting transect cross sections and observation notes. A map of location of the beaver dams and impoundments will also be included.
- Final flooding assessment report following review period of draft report.

Assumptions

- In Year 6, the draft report will be due to Ecology and the U.S. Army Corps of Engineers (Corps) by June 30, 2021.
- The final report will include revisions based on one round of review comments on the Draft from Ecology and the Corps. See Table 1 for schedule and deliverables due dates.
- The monitoring proposed here modifies the process detailed in the original mitigation plan and will take effect beginning at year 6 after construction, and continue for years 7, 8, 9, and 10.
- The standards used to assess success of the levee setback are based off assumptions that the mitigation area was expected to be flooded to some extent by the Puyallup River on an average of every 2 to 3 years based on the elevation of the levee, that a 10-year mean recurrence interval peak flow event was expected to occur during the 10-year monitoring period, and that floods greater than the 10-year event will not occur during the 10-year monitoring period. These assumptions are model-based and there can be no certainty that these events will occur or not occur during the monitoring as expected.
- Conventional surveying of project staff gauges and transect end stakes will be performed under Task 4.

Table 1. Flood Monitoring Schedule

Monitoring Year	Year Ending	Actions	Deliverables/Date
5	2020	Establish gauges, transects, and photo points; collect baseline conditions along transects including topographic cross sections, high-water marks, and geomorphic features observed from transects.	Technical memorandum documenting baseline conditions/December 2020.
6	2021	Obtain hydrologic data; obtain topographic cross sections, high-water marks, and geomorphic features observed from transects.	Draft report /June 30, 2021. Final report following review period.

Client: City of Orting
 Project: Calistoga Setback Levee
 Project No: 2161711019

		Lisa A. Gilbert	Debra M. Fetherston	April D. Whittaker	John C. Hungerford	Trey J. Parry	Chad L. Tinsley	J. Tyler Nabours	Alyssa M. Worsham	Aaron M. Thom	Josh Wozniak	Sarah Crackenberger
		Sr. Hydrogeologist	Publications Supervisor	Sr. Project Control Specialist	Water Solutions Div Mgr	Scientist/Biologist III	Sr. GIS Analyst	Engineer IV	Planner III	Scientist/Biologist I	Sr. Scientist/Biologist	Project Accountant
Rates:		\$175.00	\$115.00	\$120.00	\$170.00	\$115.00	\$100.00	\$145.00	\$120.00	\$85.00	\$170.00	\$95.00

Task	SubTask	Description	Labor Dollars											
2	Additional Services	Wolfe/Calistoga Setback Levee	\$83,025.00	15	20	32	20	110	40	12	84	204	144	6
	01	Project Management	\$7,810.00			32	20							6
	02	Mitigation Plan Revisions	\$61,115.00	5	16			86	32	10	68	180	120	
	03	Post High Water Evaluation	\$14,100.00	10	4			24	8	2	16	24	24	
Labor Totals:			\$83,025.00	15	20	32	20	110	40	12	84	204	144	6
Totals:			\$83,025.00	\$2,625.00	\$2,300.00	\$3,840.00	\$3,400.00	\$12,650.00	\$4,000.00	\$1,740.00	\$10,080.00	\$17,340.00	\$24,480.00	\$570.00

Other Direct Expenses	
Mileage Wetland (2021)	\$300.00
Mileage flood monitoring (2021)	\$235.00
Other Direct Expenses Total:	\$535.00

Project Total \$83,560.00



**City Of Orting
Council Agenda Bill Summary Sheet**

	Agenda Bill #	Recommending Committee	Study Session Dates	Regular Council Meeting
Subject: Orting Emergency Evacuation Pedestrian Bridge System Amendment No. 2	AB21-43	Public Works		
		5/5/21	5/19/21	
	Department:	Public Works		
	Date Submitted:	5/12/21		
Cost of Item:	<u>\$49,880</u>			
Amount Budgeted:	<u>\$250,000</u>			
Unexpended Balance:	<u>\$0</u>			
Bars #:	303.595.10.40.01			
Timeline:	Grant Expires on June 30th, 2021			
Submitted By:	JC Hungerford, PE			
Fiscal Note: *This is fully grant funded by the balance of a Commerce grant				
Attachments: Scope and budget for professional services				
SUMMARY STATEMENT:				
<p>The City has a Washington Department of Commerce grant that expires on June 30, 2021. The City has requested that Parametrix utilize this funding to push the design forward and coordinate with the City on aesthetic changes and upgrades to the bridge such as lighting and railing design.</p>				
RECOMMENDED ACTION: Move forward to the May 26 th meeting.				
FUTURE MOTION: To Approve The Attached Orting Emergency Evacuation Pedestrian Bridge PS &E Amendment No. 2 Scope And Budget Provided By Parametrix In The Amount Of \$49,880.				

SCOPE OF WORK

City of Orting

Emergency Evacuation Pedestrian Bridge System/SR 162 Pedestrian Overcrossing Plans, Specifications, and Estimate (PS&E) Amendment No. 2

The purpose of this Scope of work is to progress the design to allocate the City's grant funds. This will include a submittal to WSDOT and making aesthetic design decisions.

PHASE 1 – DESIGN

TASK 1– Project Management and Support

Measurable Task Objectives

Parametrix (Consultant) will monitor the progress of the work tasks, staff workloads, and milestones/deliverables with the project schedule, and will make adjustments as necessary to keep the project on track.

Approach

Our approach to the Engineering Services will include the following:

- Prepare a schedule showing a specific deliverable date.
- Prepare progress report and billings.

Assumptions:

- None

Deliverables

- Monthly progress letters and invoices.

TASK 2 – Design

Approach

The design elements will include

- Design calculations
- Structures barlist
- Drainage
- Civil design

Assumptions

- Additional potential design items are included under Task 06 Management Reserve.

Deliverables

- Review set submittal to WSDOT and the City of Orting

TASK 3 –Plans

Approach

- Complete the submittal of structural, civil, traffic control, and stormwater plans.

Assumptions

- The plans will be submitted to WSDOT for review and comment.

Deliverables

- Review set for City and WSDOT

TASK 4 – Prepare Engineers Estimate of Probable Construction Cost

Approach

- Prepare the updated engineers estimate of probable construction cost.

Assumptions

- Unit costs will be based on available recent WSDOT Unit Bid Analysis

Deliverables

- Engineers estimate of probable construction cost

TASK 5 – QA/QC

Approach

Utilizing the standards and procedures established by Parametrix as a base, we will internally develop an appropriate plan for quality, to ensure proper documentation of process design, peer and senior staff review, and other factors, as appropriate. QA/QC will be applied to the plans, calculations, specifications, and estimate.

TASK 6 – Management Reserve

Approach

A Management Reserve will be established for potential project design elements that are unknown at this time. These elements currently include:

- Bridge lighting – This budget does not include design of lighting, but technical support to make a lighting selection. Level of effort is not known at this time.

- Pedestrian railing for the bridge main span over SR 162
- Pedestrian overlook at the Pier 2 landing
- Signage attachment to the main span girders over SR 162
- Bridge aesthetic surface treatments

Depending on decisions made during this Task, additional design budget will likely be needed. This Task is to provide technical support to help with the decision process and make minor design revisions to the current design. A fee estimate will be developed for the effort required for the design and plan development costs listed above.

Assumptions

- All City decisions will be made by the end of May 2021.

Client: City of Orting
 Project: OEEBS Amend 01
 Project No: P1711_OEEBSamend

Task	Description	Labor Dollars	Rates:															
			Alvin R. Valencia	Joseph R. Merth	Nina C. Cable	Timothy D. Severson	Jingjing Lu	Hiba A. Farag	Brandy Rogers	Dan McIntier	Jeff Coop	Chuck Schott	Kathy Taylor	Marc Kendall	Amanda B. Lucas	Water Solutions Division Mgt/JC Hungerford	Sr Project Controls Specialist	April Whittaker
01	Project Management	\$960.00																8
02	Design	\$2,320.00			16													
03	Plans	\$11,480.00	40			20							24					
04	Estimate	\$4,840.00		8			8				8						8	
05	QA/QC	\$16,240.00			16			16		80								
06	Management Reserve	\$14,040.00	40	8		40								16				
Labor Totals:		\$49,880.00	80	16	32	60	24	0	80	0	8	0	24	16	8	0	8	
Totals:		\$49,880.00	\$11,600.00	\$3,040.00	\$4,640.00	\$6,600.00	\$3,480.00	\$0.00	\$11,600.00	\$0.00	\$1,360.00	\$0.00	\$3,480.00	\$2,320.00	\$800.00	\$0.00	\$960.00	

Project Total \$49,880.00



**City Of Orting
Council Agenda Summary Sheet**

Subject:	Agenda Bill #	Recommending Committee	Study Session Dates	Regular Meeting Dates
Sidewalk Removal and Replacement Bids- PW Project 2021-03	AB21-42	N/A	5.19.21	
	Department: Public Works			
	Date Submitted: 5.11.21			
	Cost of Item: \$ 34,639.80			
Amount Budgeted:		\$ 13,500		
Unexpended Balance:		See Summary Statement		
Bars #:		101.542.30.48.07- 101.594.42.63.03-		
Timeline:		Summer 2021		
Submitted By:		Greg Reed, PWD		

Fiscal Note:

Attachments: Bid Tab

SUMMARY STATEMENT:

This project includes the removal and replacement of sidewalk sections that were patched with asphalt cold-mix on Phoenix Ave SW, Skinner Way SW, Belfair Ave. SW, Cammerano Ct. SW and Johnson Ct. SW. These sections will be replaced with concrete to current standards. The City advertised for sidewalk replacement services and received three responsive bids. The lowest responsive bid is OCO Concrete Construction.

Budget: The City budgeted sidewalk maintenance in the streets fund for 2021 in the amount of \$13,500. In the past the City has also utilized money from the TBD fund to pay for sidewalk maintenance and replacement. Since no money was budgeted to be spent out of the TBD fund for 2021, staff is recommending that the council approve the balance of the project to be paid for out of the TBD fund.

RECOMMENDED ACTION: Move Forward to May 26th Meeting

FUTURE MOTION: To Approve OCO Concrete Construction As The Low Bidder And Authorize The Mayor To Sign A Contract In The Amount Of \$34,639.80.

2021 TBD Sidewalk Remove & Replacement Project

<u>Contractor</u>	<u>BID Amount</u>
OCO Concrete Construction	\$34,639.80
Highmark Concrete Constructors	\$46,863.63
Cedar Creek Contractors	\$47,929.14



**City Of Orting
Council Agenda Bill Summary Sheet**

	Agenda Bill #	Recommending Committee	Study Session Dates	Regular Council Meeting
Subject: Wastewater Treatment Plant Plug Valve Purchase	AB21-45	Public Works 5.5.21	5.19.21	
	Department:	Public Works		
	Date Submitted:	5/13/21		
Cost of Item:	<u>\$27,586.22</u>			
Amount Budgeted:	<u>\$55,000</u>			
Unexpended Balance:	<u>\$27,413.78</u>			
Bars #:	408.535.50.48.02			
Timeline:				
Submitted By:	JC Hungerford, PE			
Fiscal Note: *This is an unplanned expense but necessary for plant operations				
Attachments: Bid Documents				
SUMMARY STATEMENT:				
<p>One of the three 18” plug valves at the WWTP that drain the secondary effluent out of the sequential batch reactors (SBR) has failed. It is currently seized in the closed position. Both Public Works and Engineering staff are recommending purchase of the valve, gearbox, and actuator from HD Fowler. The gearbox and electronic actuator have not failed but are going to be maintained as necessary and kept as spares as these valves are nearing the end of their design life.</p> <p>The City will be requesting bids to replace the valve but given the long lead time (up to 10 weeks), the City is purchasing the valve now.</p>				
RECOMMENDED ACTION: Move forward to May 26 th meeting				
FUTURE MOTION: To Approve The Purchase Of A New 18-Inch Plug Valve, Gear Box And Electronic Actuator In The Amount Of \$27,586.22 From HD Fowler, Inc.				

Customer: BIDDING CONTRACTORS
Estimator: Ryan Huff
Job Name: CITY OF ORTING 18" PLUG VALVE REPLACEMENT
Location: ORTING

Quote #: Q447597
Bid Date: 5/17/2021



Line	Qty	UoM	Description	Unit Price	Extended Price
1	1	EA	18" DEZURIK ECCENTRIC PLUG VALVE, 125# FLANGE DRILL PATTERN, CI BODY, NBR PACKING, CHLOROPRENE PLUG FACING, BLUE DEZURIK EPOXY, ***ACTUATOR TYPE - NEW GEARBOX AND LIMITORQUE L120-20/7.5-4P, OPEN/CLOSE SERVICE, 460/3/60 ***	25,239.00	25,239.00

Approximate Total **25,239.00**

Bellevue Branch
13440 SE 30th St
Bellevue, WA 98005
(425) 746-8400 or (800) 487-5290

QUOTATION

Date: 05/12/21

Project: CITY OF ORTING 18" PLUG VALVE REPLACEMENT

Location: ORTING

Engineer:

Owner/Agency:

Quote #: Q447597

Bid Date: 05/17/21

Estimator: Ryan Huff

ryanh@hdfowler.com

TO CONTRACTORS:

Attached is the H. D. Fowler Company quotation for materials we are offering on the above-listed project. This quotation is based on our interpretation of the plans and specifications. To accurately bid any project, it is necessary for the contractor to perform his own item and quantity take-off. We also strongly suggest that the contractor confirm the material list before ordering. Please carefully review the Terms & Conditions of Sale which also accompany this bid.

All products quoted are furnished with the factory's standard shop coating, unless otherwise stated in our quote. The provisions for field startup and the technical service of a manufacturer's representative are not included, unless otherwise stated in our quote.

Prices quoted are based on quantities shown and are subject to revision if quantities ordered vary substantially.

Due to unstable market conditions, rising fuel and raw materials costs, HD Fowler Company requests that you carefully evaluate material costs and the duration of price protection we are able to offer and plan accordingly. We value your business and will do our best to communicate changes in market conditions while assisting you through this difficult situation. Due to current unstable price conditions, unless specifically stated otherwise, the prices in this proposal are subject to change and material will be invoiced at the prices in effect at the time of shipment.

Required drawings of any kind are not included in this proposal unless specifically stated as a line item.

Prices of fabricated piping are based on lengths shown. Contractor is advised to verify lengths, tap and seep ring locations prior to ordering. All products from our fabrication shop are made by non-union employees.

Bolt, nut, stud, gasket and other fastener products are for estimating purposes only. Required fasteners need to be determined by the contractor.

The prices quoted on pipe are based on shipping full truckloads direct from the factory. In the event quantity ordered is less than truckload, shipment would have to be combined with others to make full truck and delivery time would depend on our ability to do so.

Prices on copper tubing are extremely volatile and subject to change. They will be billed at the price in effect at time of shipment.

Due to varying trench depths and pumper thread specifications, we advise confirmation on fire hydrant requirements prior to ordering.

FOB: Jobsite.

Delivery: 4-6 WEEKS ARO

Payment Terms: Net 10th Prox.
(subject to Credit approval)

Addenda Received for this project:

H. D. Fowler Co., Inc. TERMS AND CONDITIONS OF SALE

1. AGREEMENT; ACCEPTANCE

This document (Agreement) contains all of the terms and conditions with respect to the sale and purchase of the material ordered by Purchaser and sold by H. D. Fowler Co., Inc. (Fowler). This Agreement constitutes the entire agreement between Fowler and Purchaser; it will not be amended, altered, or changed except by a written agreement signed by both parties. Purchasers acceptance of the material shall conclusively evidence Purchasers acceptance of these terms and conditions.

2. SHIPPING AND DELIVERY

Shipment or delivery dates are estimates only. Fowler will not be liable for any failure or delay in making shipment or delivery caused by any contingency beyond Fowlers control, or the control of Fowlers vendors, with whom Fowler has contracted to cover this offer to sell materials to Purchaser. Such contingencies include but are not limited to: labor conditions, material shortages, carrier delays, acts of God, fire, weather, accidents, embargoes, war, insurrection, riots, government regulations, pandemics, or other causes beyond the control of Fowler and its vendors. Any time periods for Fowlers performance under this Agreement shall be extended accordingly. When materials are sold freight on board (FOB) shipping point or FOB shipping point freight allowed, Fowlers responsibility for loss or damage in transit terminates upon acceptance of material by the carrier. When sold FOB destination, Fowlers responsibility for loss or damage terminates upon tender of delivery by the carrier. Upon receipt of shipments, or benefits payable to or for any third party under workers compensation acts, disability benefits acts, or other employee benefits acts; provided, Purchasers waiver of immunity by the provisions of this paragraph extends only to claims against Purchaser by Fowler, and does not include, or extend to, any claims by Purchasers employees directly against Purchaser. Subject to Purchasers duty to defend Fowler, if applicable, Fowlers right to recovery of its defense costs shall include all fees (of attorneys and experts), costs, and expenses. In addition, Fowler shall be entitled to recover compensation for all of its in-house expenses (including materials and labor) consumed in its defense. Fowler shall have no responsibility for incorrect materials after installation of such items.

3. RETURNS

Except as otherwise provided herein, material may not be returned without Fowlers prior written consent, in its sole discretion. If a return is approved by Fowler, standard items normally carried in Fowlers stock, returned in a new condition, will be credited less fifteen percent (15%) to cover handling costs. Special items manufactured to order may not be returned. All returned material must be shipped freight prepaid and the risk of loss will remain with the Purchaser until Fowler receives the materials.

4. TAXES

Purchaser shall be responsible for the payment of all federal, state, provincial, county, local, or government taxes, including but not limited to, sales tax, use tax, value added tax, goods and services tax, or other excise tax that may be applied on the material (Taxes), and shall defend, indemnify and hold Fowler harmless from those Taxes. Fowler shall be responsible for any tax based solely upon its net income. Purchaser may supply Fowler with a valid Resale Certificate or other form certifying an exemption from the payment of Taxes from the taxing authority having proper jurisdiction over the order.

5. PAYMENT TERMS

Fowler will submit invoices to Purchaser upon the shipment of materials. Invoices shall be paid by Purchaser on or before the tenth (10th) day of the following month. Late payments shall accrue interest at the rate of one percent (1%) per month until paid, commencing on the first (1st) day of the month after the month in which payment was due. Prices are based on current published freight rates and are subject to adjustment if freight rates are increased. Prices include domestic packing for commercial truck shipment only. Fowlers offer herein is subject to approval by Fowlers Credit Department after Purchasers acceptance.

If Purchaser fails to comply with terms of payment or sale, or if Purchasers financial responsibility becomes impaired or unsatisfactory to Fowler, Fowler reserves the right to withhold further deliveries on partially filled orders and to require payment in advance or satisfactory security or guarantee that invoices will be paid when due. Purchaser agrees to accept and pay for partial shipments.

6. LIMITED WARRANTY; LIMITATION OF LIABILITY

The materials supplied hereunder are subject to the relevant third-party manufacturers warranties, which shall pass to Purchaser to the extent assignable. When provided reasonable notice, Fowler agrees to use commercially reasonable efforts to assist Purchaser with pursuing remedies under the manufacturers warranties for up to one (1) year from the date of sale, provided that Fowler shall not be required to incur any expenses. FOWLER EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. FOWLER SHALL HAVE NO LIABILITY OR RESPONSIBILITY FOR THE DESIGN OF THE PROJECT IN WHICH THE MATERIALS WILL BE INSTALLED. FOWLER SHALL NOT BE REQUIRED TO HOLD THE MATERIALS FREE OF THE CLAIM OF ANY THIRD PERSON BY WAY OF PATENT OR TRADEMARK INFRINGEMENT, PROVIDED THAT THE FOREGOING SHALL NOT BE DEEMED TO AFFECT ANY REMEDIES AVAILABLE TO PURCHASER UNDER APPLICABLE THIRD-PARTY MANUFACTURERS WARRANTIES.

IN NO EVENT SHALL FOWLER BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, EXEMPLARY, OR OTHER DAMAGES AND/OR LOSS OF PROFITS BASED ON PRODUCT LIABILITY, STRICT LIABILITY, TORT (INCLUDING NEGLIGENCE), BREACH OF CONTRACT, OR OTHERWISE. FOWLERS TOTAL LIABILITY FOR ANY AND ALL LOSSES, DAMAGES, LIABILITIES, AND/OR INDEMNITIES ARISING UNDER OR RELATING TO THIS AGREEMENT, UNDER ANY THEORY OF LIABILITY, SHALL BE LIMITED TO THE PURCHASE PRICE PAID TO FOWLER FOR THE APPLICABLE MATERIALS THAT ARE THE SUBJECT OF THE CLAIM.

7. INDEMNIFICATION

Purchaser agrees to defend, indemnify, and hold Fowler harmless from any and all claims, demands, losses, and liabilities to or by third parties arising from, resulting from, or connected with the material to be finished under this Agreement, even though such claims may prove to be false, groundless, or fraudulent, to the fullest extent permitted by law and subject to the limitations provided below. Purchasers duty to indemnify Fowler shall not apply to liability for damages arising out of bodily injury to persons or damage to property caused by, or resulting from, the sole negligence of Fowler. Purchasers duty to indemnify Fowler for liability for damages arising out of bodily injury to persons or damage to property caused by, or resulting from, the concurrent negligence of Fowler and Purchaser, shall apply only to the extent of negligence of Purchaser. Further, the indemnification obligation under this Agreement shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable to or for any third party under workers compensation acts, disability benefits acts, or other employee benefits acts; provided, Purchasers waiver of immunity by the provisions of this paragraph extends only to claims against Purchaser by Fowler, and does not include, or extend to, any claims by Purchasers employees directly against Purchaser. Subject to Purchasers duty to defend Fowler, if applicable, Fowlers right to recovery of its defense costs shall include all fees (of attorneys and experts), costs, and expenses. In addition, Fowler shall be entitled to recover compensation for all of its in-house expenses (including materials and labor) consumed in its defense.

8. TERM AND TERMINATION

The terms within this Agreement shall survive the completion, suspension or termination of this Agreement and the exchange of material governed under this Agreement.

9. Successors and Assigns

Fowlers successors and assigns shall be entitled to assume the liabilities and obligations, and succeed to the rights and interests, of Fowler under this Agreement at any time and without limitation. This Agreement may not be assigned by Purchaser without Fowlers prior written consent, in Fowlers sole discretion.

10. MEDIATION AND BINDING DISPUTE RESOLUTION

In the event of any dispute relating to this Agreement, the parties agree to enter into mediation under the Construction Industry Rules of the American Arbitration Association. The costs of the mediator shall be paid equally. The parties agree that mediation shall occur in Seattle, Washington. In the event mediation fails to resolve the dispute, the parties agree to submit any and all disputes to binding arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association. The parties agree that arbitration shall occur in Seattle, Washington. In any arbitration proceeding between Fowler and Purchaser, the prevailing party shall be awarded its reasonable attorneys fees and costs. The parties shall mutually agree upon the mediator or arbitrator, as applicable, to be used for the dispute resolution procedures set forth above. If the parties do not mutually agree to a mediator or arbitrator, either party may apply to the King County Superior Court, requesting the appo, or benefits payable to or for any

11. APPLICABLE LAW

This Agreement shall be governed by and enforced in accordance with the laws of the State of Washington without giving effect to principles regarding conflict of laws.

12. Delays or Omissions

No delay or omission to exercise any right, power, or remedy accruing to either party upon any breach or default of the other party hereto shall impair any such right, power, or remedy of such non-defaulting party, nor shall it be construed to be a waiver of any such breach or default or an acquiescence therein, or of any similar breach or default thereafter occurring. A waiver of a breach or default by a party shall not be deemed to be a waiver of any other breach or default.

13. SEVERABILITY

In the event any provision herein should be held unenforceable, such provision shall be deemed to be amended so that it will be enforceable to the fullest extent permitted by law, and all remaining provisions shall continue in full force without being affected, impaired, or invalidated thereby in any way.

14. Rules of Construction

The parties acknowledge that they have been represented by, or had an opportunity to consult with, competent counsel with respect to this Agreement and therefore waive the application of any law, regulation, holding, or rule of construction providing that ambiguities in an agreement will be construed against the party drafting such agreement.

15. Effect of Headings

The section headings herein are for convenience only and shall not affect the construction or interpretation of this Agreement.

WWTP 18" Plug Valve Replacement

<u>Contractor</u>	<u>Price</u>	<u>Tax (9.3%)</u>	<u>BID Amount</u>
HD Fowler	\$25,239.00	\$2,347.23	\$27,586.22
Ferguson Waterworks	\$27,139.22	\$2,523.95	\$29,663.17
CB Pacific	\$30,193.00	\$2,807.95	\$33,000.95



**City Of Orting
Council Agenda Summary Sheet**

	Agenda Bill #	Recommending Committee	Study Session Dates	Regular Meeting Dates
Subject: Labor Negotiator	AB21-39	N/A	5.19.2021	
	Department:	Human Resources		
	Date Submitted:	5.5.2021		
Cost of Item:		<u>\$12,500</u>		
Amount Budgeted:		<u>\$113,500</u>		
Unexpended Balance:		<u>See Fiscal Note</u>		
Bars #:		001-515-41-41-*		
Timeline:		By End of Month		
Submitted By:		Scott Larson		
Fiscal Note: The cost for these services have come out of our “Legal Services” budget in the past. Legal services have been less expensive YTD than expected so the impact on the budget for these services should be small.				
Attachments: Proposed Professional Services Contract with Cabot Dow Associates				
SUMMARY STATEMENT:				
<p>During the City’s 2019 negotiation with the ASFCME Local 120 union, the city hired Cabot Dow Associates to assist City Administration in its bargaining. This arrangement worked out well as Cabot Dow Associates provided the experience and knowledge of someone stays current in the labor negotiation world. City Administration would like to bring Cabot Dow Associates back assist us with the negotiation of a successor agreement with Police Guild.</p> <p>Per the City’s Purchasing Policy, this type Professional Service requires that the city obtain quotes from three qualified firms. In 2019 when the City solicited bids we received only one response. Further, Cabot Dow associates has agreed to the same rate as in 2019. Due to the City’s good experience with Cabot Dow Associates, and the value of the City’s Administration building a trusting relationship with the negotiator; staff are requesting that Council waive the bidding requirements at this time for this particular service.</p>				
RECOMMENDED ACTION: Move forward to May 26 th meeting.				
FUTURE MOTION: To Authorize The Mayor To Execute A Contract With Cabot Dow Associates For Labor Negotiation Services To Bargain With The Police Guild For An Amount Not To Exceed \$12,500; And Waiving The Requirements Of The City’s Purchasing Policy At Part VII (2).				

**PROFESSIONAL SERVICES AGREEMENT
BY AND BETWEEN
CITY OF ORTING, WASHINGTON
AND
CABOT DOW ASSOCIATES, INC.**

This Agreement is entered into by and between the City of Orting, Washington, a noncharter optional municipal code city hereinafter referred to as "the CITY," and CABOT DOW ASSOCIATES, INC., P.O. Box 1806, Bellevue, WA 98009, a consultant providing labor relations services, hereinafter referred to as the "CONSULTANT."

WHEREAS, the CITY is required by Ch. 41.56 RCW to negotiate in good faith with regard to the terms and conditions of a successor labor contract with the Orting Police Guild bargaining unit;

WHEREAS, the CITY is desirous of obtaining the services of a labor consultant to assist in negotiations involving the labor agreement covering its commissioned police personnel bargaining unit;

WHEREAS, the CONSULTANT has the knowledge and experience to assist and represent the CITY in said negotiations;

NOW, THEREFORE, in consideration of the mutual benefits and conditions hereinafter contained, the parties hereto agree as follows:

1. SCOPE AND SCHEDULE OF SERVICES TO BE PERFORMED BY CONSULTANT. The CONSULTANT shall perform those services described on Exhibit A attached hereto and incorporated herein by this reference as if fully set forth. In performing such services, the CONSULTANT shall at all times comply with all Federal, State, and local statutes, rules and ordinances required of the CONSULTANT in the performance of such services and the handling of any funds used in connection therewith. The CONSULTANT shall request and obtain prior written approval from the CITY if the scope or schedule is to be modified in any way.

2. COMPENSATION AND METHOD OF PAYMENT. The CITY shall pay the CONSULTANT for services at the rate of one-hundred sixty-five dollars (\$165.00) per hour for work performed on behalf of the CITY. CONSULTANT will bill the CITY for time spent when traveling from Bellevue to Orting but not for time returning to Bellevue. The maximum cost under this Agreement shall not exceed \$12,000.00, unless expressly authorized by the CITY. The CITY agrees to pay the CONSULTANT monthly upon appropriate billings, which will be itemized as to date services are performed and description of services provided.

3. DURATION OF AGREEMENT. This Agreement shall be in full force and effect for a period of one year commencing upon mutual execution of this Agreement, unless sooner terminated under the provisions hereinafter specified.

5. INDEPENDENT CONSULTANT. CONSULTANT and CITY agree that CONSULTANT is an independent CONSULTANT with respect to the services provided pursuant to this Agreement. Nothing in this Agreement shall be considered to create the relationship of

employer and employee between the parties hereto. Neither CONSULTANT nor any employee of CONSULTANT shall be entitled to any benefits accorded CITY employees by virtue of the services provided under this Agreement. The CITY shall not be responsible for withholding or otherwise deducting federal income tax or social security or contributing to the State Industrial Insurance Program, or otherwise assuming the duties of an employer with respect to the CONSULTANT, or any employee of the CONSULTANT.

6. INDEMNIFICATION/HOLD HARMLESS. CONSULTANT shall protect, indemnify, and save harmless the CITY, its officers, elected officials, agents, and employees from any and all costs, claims, judgments, or awards of damages (including costs and all attorney fees), arising out of or in any way resulting from the negligent acts, errors, or omissions of CONSULTANT, its officers, employees, and agents in performing this Agreement. In the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the CONSULTANT and the CITY, its officers, officials, employees, and volunteers, the CONSULTANT'S liability hereunder shall be only to the extent of the CONSULTANT's negligence. The provisions of this section shall survive the expiration or termination of this Agreement.

7. INSURANCE. The CONSULTANT shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the CONSULTANT, their agents, representatives, employees or sub-consultants. CONSULTANT's maintenance of insurance, its scope of coverage and limits as required herein shall not be construed to limit the liability of the CONSULTANT to the coverage provided by such insurance, or otherwise limit the CITY's recourse to any applicable remedy available at law or in equity.

A. Minimum Scope of Insurance. CONSULTANT shall obtain insurance of the types and with the limits described below:

1. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident. Automobile liability insurance shall cover all owned, non-owned, hired and leased vehicles. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage.

2. Commercial General Liability insurance with limits no less than \$1,000,000 each occurrence, \$2,000,000 general aggregate and \$2,000,000 products-completed operations aggregate limit. Commercial General Liability insurance shall be written on ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, independent CONSULTANTS, products-completed operations, stop gap liability, personal injury and advertising injury, and liability assumed under an insured contract. The Commercial General Liability insurance shall be endorsed to provide the Aggregate Per Project Endorsement ISO form CG 25 03 11 85 or an equivalent endorsement. There shall be no endorsement or modification of the Commercial General Liability Insurance for liability arising from explosion, collapse or underground property damage. The

CITY shall be named as an insured under the CONSULTANT's Commercial General Liability insurance policy with respect to the work performed for the CITY using ISO Additional Insured endorsement CG 20 10 10 01 and Additional Insured-Completed Operations endorsement CG 20 37 10 01 or substitute endorsements providing equivalent coverage.

3. Professional liability insurance appropriate for CONSULTANT's scope of work.

B. Other Insurance Provision. The CONSULTANT's Automobile Liability and Commercial General Liability insurance policies are to contain, or be endorsed to contain that they shall be primary insurance with respect to the CITY. Any insurance, self-insurance, or insurance pool coverage maintained by the CITY shall be excess of the CONSULTANT's insurance and shall not contribute with it.

C. Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best rating of not less than A: VII. (City accepts Farmers Insurance and Hiscox)

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

E. Notice of Cancellation. The CONSULTANT shall provide the CITY and all Additional Insureds for this work with written notice of any policy cancellation, within two business days of their receipt of such notice.

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

8. RECORD KEEPING AND REPORTING.

A. The CONSULTANT shall maintain accounts and records, including personnel, property, financial and programmatic records which sufficiently and properly reflect all direct and indirect costs of any nature expended and services performed in the performance of this Agreement and other such records as may be deemed necessary by the CITY to ensure the performance of this Agreement.

B. These records shall be returned to the City once the project is completed. .

9. AUDITS AND INSPECTIONS. The records and documents with respect to all matters covered by this Agreement shall be subject at all times to inspection, review or audit by law during the performance of this Agreement.

10. TERMINATION. This Agreement may be terminated by either party upon thirty (30) days written notice.

11. DISCRIMINATION PROHIBITED. The CONSULTANT, with regard to the work performed by it under this Agreement, will not discriminate on the grounds of race, religion, creed, color, national origin, age, veteran status, sex, sexual orientation, gender identity, marital status, political affiliation or the presence of any disability in the selection and retention of employees or procurement of materials or supplies.

12. ASSIGNMENT AND SUBCONTRACT. The CONSULTANT shall not assign or subcontract any portion of the services contemplated by this Agreement without the written consent of the CITY.

13. ENTIRE AGREEMENT; MODIFICATION. This Agreement, together with attachments or addenda, represents the entire and integrated Agreement between the CITY and the CONSULTANT and supersedes all prior negotiations, representations, or agreements written or oral. No amendment or modification of this Agreement shall be of any force or effect unless it is in writing and signed by the parties.

14. SEVERABILITY AND SURVIVAL. If any term, condition or provision of this Agreement is declared void or unenforceable or limited in its application or effect, such event shall not affect any other provisions hereof and all other provisions shall remain fully enforceable. The provisions of this Agreement, which by their sense and context are reasonably intended to survive the completion, expiration or cancellation of this Agreement, shall survive termination of this Agreement.

15. NOTICES. Notices to the CITY of Orting shall be sent to the following address:

CITY Clerk,
CITY of Orting
104 Bridge Street S - PO Box 489
Orting, WA 98360

Notices to the CONSULTANT shall be sent to the address provided by the CONSULTANT upon the signature line below.

16. APPLICABLE LAW; VENUE; ATTORNEY'S FEES. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington. In the event any suit, arbitration, or other proceeding is instituted to enforce any term of this Agreement, the parties specifically understand and agree that venue shall be properly laid in Pierce County, Washington. Each party shall be responsible for its own attorneys' fees and bear the cost of presenting its own case.

DATED this _____ day of _____, 20__.

CITY OF ORTING

CONSULTANT

Joshua Penner, Mayor

Printed Name: _____

Date: _____

Date: _____

Address & Phone # _____

APPROVED AS TO FORM:

City Clerk, Jane Montgomery

Charlotte Archer, City Attorney

Exhibit A

Scope of Work Labor Relations Consultant

Under the direction of authorized CITY OF ORTING (“CITY”) agents:

1. Consultant will review and suggest appropriate labor contract language, in light of CITY operational needs, Council Labor Policy, area trends and applicable law
2. Advise CITY on labor policy, ground rules and parameters for labor negotiations
3. Represent CITY as Chief Negotiator in labor negotiations with representatives of Orting Police Guild
4. Participation as member of CITY’S negotiations team, including:
 - a. Meet with Council (as required) and CAO in labor policy formulation
 - b. Evaluation of Union economic proposals, including costing proposals and counterproposals, using CITY finance information
 - c. Perform total compensation market assessments with selected jurisdictions to promote recruitment/ retention of quality employees (work with CAO)
 - d. Packaging proposals and counterproposals for submission to the Union
 - e. Draft individual language proposals and responses to Union proposals
 - f. Work with CITY Attorney’s Office as may be necessary on related matters
 - g. Update the CAO & Council on the status of negotiations from time to time
5. Represent CITY in mediation proceedings, including related preparations of exhibits, position papers and rebuttal to Union positions and proposals at issue
6. Assess bargaining unit clarification issues and representation to PERC, as needed
7. Other labor relations assignments as may be deemed appropriate by the CITY Administrator or his/her designee(s) during the course of bargaining.



**City Of Orting
Council Agenda Summary Sheet**

	Agenda Bill #	Recommending Committee	Study Session Dates	Regular Meeting Dates
Subject: Whitehawk Bypass Right-of-way Remediation	AB21-46	N/A	5.19.21	
	Department:	Administration/Engineering		
	Date Submitted:	May 13, 2021		
Cost of Item:	<u>\$32,440</u>			
Amount Budgeted:	<u>\$0</u>			
Unexpended Balance:	<u>See Fiscal Note</u>			
Bars #:	TBD			
Timeline:	ASAP			
Submitted By:	Scott Larson			
Fiscal Note: The cost of the remediation work will be paid for with streets fund, fund balance.				
Attachments: Parametrix Scope and Budget				
SUMMARY STATEMENT:				
<p>The City received a federal oversight report related to our acquisition of two parcels for the Whitehawk Bypass project. The report identified several deficiencies in our acquisition process that would need to be remediated if we want the project to be eligible for federal funding. Since the engineers estimate for the project is around \$6 million, federal dollars are likely going to be needed to complete the project. The attached scope of work will correct the identified deficiencies and set the parcels up for certification by Federal Highways and make the project eligible for federal funds.</p>				
RECOMMENDED ACTION: Move to May 26 th meeting.				
FUTURE MOTION: To Approve The Attached Right-of-way Remediation Scope And Budget Provided by Parametrix In The Amount Of \$32,440.00				

SCOPE OF WORK

City of Orting

Whitehawk Property Remediation

The City of Orting (City) has requested that Parametrix provide remediation services for Parcel Number 0519311068 and 6830000030 in accordance with the Certification Review Oversight Report provided by FHWA via WSDOT. Parametrix will be utilizing a subconsultant, Epic Land Solutions to provide these services in accordance with the Uniform Relocation Act. The right of way service provided on this project will adhere to all State and Federal laws and regulations, including the Revised Code of Washington (RCW) 8.26.010(2) and the Washington Administrative Code (WAC) 468-100. In addition, Epic will follow the City of Orting's approved ROW procedures in providing remediation services identified on WSDOT's Oversight Report and as described in the Remediation Plan approved by WSDOT/FHWA.

Parametrix will provide these services for a not to exceed cost of \$32,440.

May 7, 2021

Client: Parametrix

Agency: City of Orting

Project: Whitehawk Boulevard Extension Project

RE: ROW Scope of Work – Remediation Services

Right of way services (acquisition and relocation) will be provided by Epic in accordance with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, commonly referred to as the Uniform Relocation Act or URA, and as required by 49 CFR 24.205(a). The right of way services provided on this project will adhere to all State and Federal laws and regulations, including the Revised Code of Washington (RCW) 8.26.010(2) and the Washington Administrative Code (WAC) 468-100. In addition, Epic will follow the City of Orting's approved ROW procedures in providing remediation services identified on WSDOT's Oversight Report and as described in the Remediation Plan approved by WSDOT/FHWA.

Task 1. ROW Services Project Management for Remediation Services

The purpose of this task is to provide oversight of the acquisition and relocation remediation services to correct those issues identified on the Oversight Report issued by WSDOT and the Remediation Plan approved by WSDOT/FHWA.

General scope of services includes the following:

- Ongoing management and administration of the acquisition/relocation process.
- Epic shall coordinate with the Client, as necessary, and in accordance with local laws and regulations, Agency's administrative rules, to facilitate the acquisition of identified properties.
- Epic and Client agree to maintain clear lines of communication, determine and document the appropriate decision-making process to achieve project goals and to provide open access to available data that is pertinent to the project.
- Epic shall attend project meetings as necessary to remediate acquisitions and relocations.
- Epic shall order title updates, as necessary and cost will be billed directly to the City.
- Epic shall confer with Client on proposed settlements over the approved offer amount set by the Agency and follow City's approved ROW procedures.
- Development and completion of remediation tracking spreadsheet.
- All deliverables will be produced in accordance with the approved quality control/quality assurance process established by the Client and the Consultant team.

Deliverables:

- Attend project meetings, as necessary.

- Prepare and email weekly status report and remediation tracking spreadsheet for all acquisition/relocation remediation activities.
- Epic will prepare and submit invoices, including tabulation of hours expended for each item.

General Project Assumptions:

- Epic will attend no more than eleven (11) Project Team Meetings.
- Project has no delays and can be completed in eight (8) months from notice to proceed.

Task 1 – ROW Project Management for Acquisition and Relocation Remediation Services

Classification	Level of Effort	Rate	Cost (Rounded)
Project Manager	9	\$186.00	\$1,674.00
Asst. Project Manager	0	\$107.47	\$0
Senior Right of Way Agent	0	\$107.47	\$0
Project Support	7	\$57.32	\$401.24
Budget & Financial Controls	1	\$125.38	\$125.38
Total Level of Effort & Cost	17		\$2,201(Rounded)

Task 1a. Remediation Plan Review

The purpose of this task is to provide remediation services to correct acquisition and relocation issues identified on the Oversight Report issued by WSDOT and the Remediation Plan approved by WSDOT/FHWA. Activities include:

Remediation Plan Review

- Project site visit
- Review project files
- Review Oversight Report
- Review of approved Remediation Plan
- Identify solutions to acquisition and relocation issues
- Meet with City/Parametrix to discuss plan
- Attend meetings with WSDOT/FHWA to discuss plan and next steps

Task 1a – Remediation Plan Review

Classification	Level of Effort	Rate	Cost (Rounded)
Project Manager	30	\$186.00	\$5,580
Asst. Project Manager	10	\$107.47	\$1,075
Senior Right of Way Agent	0	\$107.47	\$0
Project Support	0	\$57.32	\$0
Budget & Financial Controls	0	\$125.38	\$0
Total Level of Effort & Cost	40		\$6,655 (Rounded)

Task 1b -Acquisition Remediation Services

This project includes acquisition of fee simple, permanent right of way easements, temporary easements, construction agreements, and/or rights of entry, from up to four (4) parcels, owned by four (4) property owners. Additional funding and scope in this contract may be required to complete any additional acquisitions.

Work: includes, but is not limited to:

- Obtain on behalf of the City, preliminary title commitments and 50-year title delineation. Cost of title reports will be billed directly to the City.
- Title analysis – Prepare list of title exceptions to be cleared.
- Assist with scoping for appraisal and appraisal review, if required.
- Prepare Administrative Offer Summary (AOS) reports for one or more parcels that meet the threshold for AOS, should appraisal not be required. If formal appraisal is required, City will contract directly with appraisal firms.
- Attend and facilitate public meetings, stakeholder outreach, and any public presentations that may be required.
- 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.
- Coordinate and support City contracting for environmental Phase I report and any other due diligence required by City, prior to recording documents or closing escrow, as may be needed.
- Open and oversee escrow, or facilitate document recording and real property transfer to CITY.
- 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.
- Coordinate the update of appraisals and appraisal reviews for potential litigation, if required.

Deliverables:

- Real Estate Documents.
- Closed Real Estate files.
- Title Reports.

Assumptions:

- City of Orting to contract for appraisal and appraisal review services, environmental assessments, if any are required.
- Early acquisition approval from WSDOT will be required in order to present offers to acquire real property prior to NEPA approval.
- Title reports ordered by Epic and billed direct to City.
- Escrow fees paid direct by City through escrow.

Task 1b – ROW Acquisition Remediation Services

Classification	Level of Effort	Rate	Cost (Rounded)
Project Manager	0	\$186.00	\$0
Asst. Project Manager	0	\$107.47	\$0
Senior Right of Way Agent	160	\$107.47	\$17,195
Project Support	0	\$57.32	\$0
Budget & Financial Controls	0	\$125.38	\$0
Total Level of Effort & Cost	160		\$17,195

Appraisal and appraisal review expense will be charged at cost plus 10%.

Task 1c-Relocation Remediation Services

This project includes relocation of residential tenants and owner rental businesses from up one (1) parcel, owned (1) unique property owner, Wiles. Additional funding and scope in this contract may be required to complete any additional relocations.

Work: includes, but is not limited to:

- Interview of all Displacees to determine relocation needs.
- The City must approve the timing and content of any notice to a Displacees relating to the proceedings prior to the Consultant sending the notice.
- Notify Displacees of eligibility for relocation assistance. At the time of initial contact, or at next appropriate contact provide Displacees with a Relocation Assistance Packet approved by the City.
- Provide on-going relocation assistance and advisory services to Displacees affected by the acquisition. Deliver a completed Relocation Occupancy Survey form to the City.
- On-going advisory services includes monitoring the move of which the frequency and manner must match the complexity of the relocation. The standard practice is that multiple in-person site visits are to be performed and documented in the contact log portion of the Relocation Assistance Agent's Contact Log which is submitted to the City at close of file.
- Locate, evaluate, and maintain files on comparable available housing locations.
- Compute and submit the request for relocation housing/rental supplement or business claim to the City.
- Provide 90-day notice to vacate (assurance) simultaneous with the delivery of relocation benefits package, when appropriate. The 90-day notice may not be delivered prior to a personal interview with the Displacee to determine the type, needs and eligibilities.
- Provide 30-day notice as required when move date has been established.
- Immediately notify the City if the Displacee does not move after 30-day notice expires.
- Perform a decent, safe, and sanitary inspection of the replacement housing in accordance with HUD policy. Work with business Displacees to assure adequate locations for move.
- For all Negotiated Self-Moves, the Consultant is responsible for requesting moving estimates from moving companies. Moving estimates must be obtained by the Consultant and not the Displacees. Moving estimates must be prepared in writing and in the name of the City and not the Provider. If specialized equipment requires complex moving and coordination, facilitate bids and move coordination.
- Coordinate and monitor move with displaced tenant, and with moving companies in accordance with the City procedures.
- Maintain relocation contact logs, journaling all attempted and completed contacts with all parties. This includes descriptions of the reasons and outcome for each contact. Copies of all Displacees' emails with date and time sent, must be captured in the relocation agent's contact logs.
- Attend closings on replacement property if requested by any party involved, and assure supplemental payment is properly distributed.
- Process and compute increased interest payments as required.
- Prepare all relocation payment claim submissions for Displacee in accordance with HUD guidelines and the City Project Manager.
- Deliver checks in accordance with the City guidelines.
- Relocation agent will be available for any appeals and hearings.

Deliverables:

- Relocation parcel file, required notices, diary, moving cost estimate, relocation computation, and claim forms.
- Relocation documents and executed relocation forms.

Assumptions:

- Assumes up to two (2) displacements.
- Assumes one (1) residential tenant occupant displacement.
- Assumes one (1) landlord business displacement.
- Assumes no relocation appeals. If so, budget will need to be adjusted to cover appeal effort.

Task 1c – ROW Relocation Remediation Services

Classification	Level of Effort	Rate	Cost (Rounded)
Project Manager	15	\$186.00	\$2,790.00
Asst. Project Manager	0	\$107.47	\$0
Senior Right of Way Agent	20	\$107.47	\$2,149.40
Project Support	0	\$57.32	\$0
Budget & Financial Controls	0	\$125.38	\$0
Total Level of Effort & Cost	35		\$4,939 (Rounded)

Combined Remediation Fees

Epic shall provide services associated with the remediation at the following fee:

Classification	Level of Effort	Rate	Cost
Project Manager	54	\$186.00	\$10,044.00
Asst. Project Manager	0	\$107.47	\$0.00
Senior Right of Way Agent	190	\$107.47	\$20,419.30
Project Support	7	\$57.32	\$401.23
Budget & Financial Controls	1	\$125.38	\$125.38
Total Level of Effort & Cost	252		\$30,990 (Rounded)

Budget for Direct Costs:

Other Direct Costs	
Mileage	\$ 700.00
Postage	\$ 150.00
Online Data Services	\$ 600.00
Total Additional Direct Costs	\$ 1,450.00

TOTAL **\$32,440 (R)**

Invoicing for services and direct costs will be submitted monthly and delivered to client with payment due within 30 days.

Epic Land Solutions, Inc.
Dianna Nausley-McKeon, SR/WA, R/W-RAC
 Regional Manager
 360-350-4786
dnausleymckeon@epicland.com



**City Of Orting
Council Agenda Summary Sheet**

	Agenda Bill #	Recommending Committee	Study Session Dates	Regular Meeting Dates
Subject: Parametrix On Call Engineering Contract Extension	AB21-40	PW – 5.5.21	5.19.21	
	Department:	Public Works		
	Date Submitted:	5/12/21		
Cost of Item:	<u>N/A</u>			
Amount Budgeted:	<u>N/A</u>			
Unexpended Balance:	<u>N/A</u>			
Bars #:	N/A			
Timeline:	Approval by end of May			
Submitted By:	Scott Larson			
Fiscal Note: This contract is for on call engineering services.				
Attachments: Contract extension and exhibits				
SUMMARY STATEMENT:				
<p>The City’s on call engineering contract with Parametrix lapsed in 2019 but Parametrix and the City have continued to operate under, and consent to the prior contract and any amendments thereto. This amendment would extend the prior contract through December 31, 2021 and ratify any actions taken by both parties since the contract lapsed. The City intends to complete a qualifications-based selection process for on call engineering services in late summer and bring a new contract to council for approval at the completion of that process.</p>				
RECOMMENDED ACTION: Move forward to May 26, 2021 meeting				
FUTURE MOTION: To Authorize The Mayor To Sign An Amendment To The City’s On Call Engineering Contract With Parametrix Inc. , And Extend The Contract Through December 31, 2021.				

**Amendment to
PROFESSIONAL SERVICES AGREEMENT
between the City of Orting and Parametrix Inc.**

This Amendment to the Professional Services Agreement (“Agreement”), as amended, originally executed on October 10, 2014, between the City of Orting (“City”), a Washington municipal corporation, and Parametrix Inc. (“Consultant”), a Washington corporation, located and doing business at 1019 39th Ave. SW, Puyallup, Washington 98374, is made effective January 1, 2021.

WHEREAS, on October 10, 2014, following a qualifications-based selection process, the City of Orting entered into a Professional Services Agreement with Consultant for on-call professional engineering services as requested by the City; and

WHEREAS, the original three-year term of the Agreement was extended via amendment to the Agreement, Consultant has continued to provide services consistent with the Agreement to date, and the City has continued to pay for said services consistent with the negotiated billing rates; and

WHEREAS, the City desires to extend the term of the Agreement for an additional calendar year and ratify the actions taken by both parties under the Agreement and since its initial execution and as amended;

WHEREAS, the parties wish to memorialize their agreement and so extend the Agreement;

NOW, THEREFORE, in consideration of the mutual benefits accruing, it is agreed by and between the parties thereto as follows:

The Agreement between the parties, as previously amended and incorporated by this reference as if herein set forth, is hereby amended as follows:

1. The Term of the Agreement is extended to December 31, 2021.
2. Exhibit A – Scope of Work is replaced with Attachment A to this Amendment.
3. Exhibit B – Schedule of Work is replaced with Attachment B to this Amendment.
4. Exhibit C – Schedule of Compensation is replaced with Attachment C to this Amendment.

In all other respects, the Agreement between the parties shall remain in full force and effect, amended as set forth herein, but only as set forth herein.

IN WITNESS WHEREOF, the parties have executed this Amendment on the day and year set forth above.

CITY OF ORTING, WASHINGTON

Parametrix, Inc

Joshua Penner, Mayor

Roger Flint

Title: _____

ATTEST/AUTHENTICATED:

Jane Montgomery, City Clerk

APPROVED AS TO FORM:

Charlotte A. Archer, City Attorney

Exhibit A – Scope of Work

Scope of Work includes on-call professional engineering and planning services on an as needed basis for project task work and non-project work as more specifically described below. The services are to be defined by an individual Council-approved Scope of Work and Budget for each project task or as defined by City Staff for non-project task work either verbally or via email or other written communication.

Transportation Planning and Traffic Engineering

- Corridor Studies
- Comprehensive Plans
- Transportation Modeling
- Roundabout Modeling and Site Analysis
- Traffic Impact Analysis
- Traffic Calming Analysis

Design Engineering

Preparation of Contract Documents (Plans and Specifications for bidding) for:

- Freeways, highways, and interchanges
- Arterials and local streets
- Intersections including roundabouts and/or signalized controls
- Storm sewer and stormwater mitigation
- Multi-modal transit centers
- Traffic calming
- Non-motorized facilities such as paths, bike lanes, sidewalks, and joint-use facilities
- Low-impact development best management practices
- Utility Coordination, Design and Relocation
 - Facilities such as pump stations, treatment plants, disinfection stations and storage reservoirs
 - Low-impact development best management practices

Survey

Mapping

- Topographic Mapping and Basemap Preparation
- Construction Staking

Right of Way

- Determination and mapping for ROW easements, tracts, etc.
- Legal descriptions and exhibits
- Preparation of ROW plans
- ROW acquisition assistance

Stormwater Runoff Mitigation Design

- Stormwater comprehensive planning and hydraulic modeling
- Hydrologic modeling using single event and continuous runoff models (SBUH, WWHM, MGS Flood, etc.)
- Stormwater mitigation determination, BMP selection and design
- Drainage report preparation
- Stormwater Pollution Prevention Plan preparation
- Low Impact Development BMP selection and design

Structural Engineering

- Federal, state, and local bridge design
- Retaining walls and engineered embankment design
- Type, size, and location reports for retaining walls and bridges
- Structural inspections
- Load rating

Environmental Services

- Environmental planning, permitting, and documentation (NEPA and SEPA)
- Environmental classification (federal funding requirement per LAG Manual, etc.)
- Environmental impact statements and assessments
- Wetland delineation and mitigation

- Wildlife biology
- Hazardous material investigation and remediation

Transit Planning and Design

- Multi-modal system planning
- Travel demand and patronage forecasting
- Transit facility planning
- Intermodal facility planning
- Light rail transit design
- Bus rapid transit design

Cost Estimating

- Planning level estimating
- Project level estimating

Funding Assistance

- Multi-modal system planning
- Travel demand and patronage forecasting
- Transit facility planning
- Highway, collector, and local roadway funding
- Grant writing assistance

Construction Services

- Construction Ad and Award Assistance
- Construction Engineering support
- Construction administration and observation
- Construction documentation (e.g., LAG Manual compliance or equivalent to comply with Federal Acquisition Regulations and Audit requirements)

Development Review

- Plan Review and Approval
- Technical Document Review (Traffic Impact Studies, Critical Areas Studies, Geotechnical Reports, etc.)
- Construction Observation
- Developer Coordination
- Plat Review

SCADA and Telemetry

- Technical support remotely and/or onsite for the water & wastewater system for software or hardware issues including PLC and SCADA programming, control panel maintenance and operator workstations diagnostics and repair, including system upgrades
- Telephone support in all areas of control, telemetry, networking and instrumentation in association with the water & wastewater systems in the event on site assistance is not feasible

Exhibit B – Schedule for Work Completion

The City and Parametrix will determine the completion date for each task assignment. This on-call contract will expire December 31, 2021.

Exhibit C – Schedule of Compensation

Please see the attached Puget Sound Billing Rates.

Puget Sound Billing Rates - October 1, 2013 through September 30, 2014

Classification	Grade	Rate for Billing	Classification	Grade	Rate for Billing
CADD Operator I	8	\$80	Jr. Planner	8/9	\$75
CADD Operator II	9/10	\$90	Planner I	10	\$90
CADD Operator III	11	\$110	Planner II	11	\$105
CADD Supervisor/Technical Lead	12	\$125	Planner III	12	\$120
CADD Services Manager	14	\$135	Planner III	13	\$125
Designer I	10	\$100	Planner IV	14	\$140
Designer II	11	\$110	Sr. Planner	15	\$155
Designer III	12	\$125	Sr. Planner	16	\$175
Designer III	13	\$140	Sr. Planner	17	\$190
Designer IV	14	\$145	Jr. Scientist/Biologist	8/9	\$80
Sr. Designer	15	\$160	Scientist/Biologist I	10	\$85
Sr. Designer	16	\$170	Scientist/Biologist II	11	\$110
Sr. Designer	17	\$180	Scientist/Biologist III	12	\$115
Engineering Technician I	8	\$80	Scientist/Biologist III	13	\$125
Engineering Technician II	9	\$90	Scientist/Biologist IV	14	\$135
Engineer I	10	\$100	Sr. Scientist/Biologist	15	\$160
Engineer II	11	\$110	Sr. Scientist/Biologist	16	\$170
Engineer III	12	\$125	Sr. Scientist/Biologist	17	\$180
Engineer III	13	\$135	Environmental Technician I	8	\$90
Engineer IV	14	\$145	Environmental Technician II	9	\$95
Sr. Engineer	15	\$155	Environmental Technician III	10	\$100
Sr. Engineer	16	\$170	Hydrogeologist I	10	\$100
Sr. Engineer	17	\$180	Hydrogeologist II	11	\$105
Sr. Consultant	18	\$190	Hydrogeologist III	12/13	\$115
Sr. Consultant	19	\$190	Hydrogeologist IV	14	\$130
Jr. Surveyor	8	\$70	Sr. Hydrogeologist	15	\$150
Surveyor I	9	\$85	Sr. Hydrogeologist	16	\$175
Surveyor II	10	\$90	Sr. Hydrogeologist	17	\$180
Surveyor III	11	\$110	GIS Technician	9	\$90
Sr. Surveyor	12	\$125	GIS Analyst	10	\$95
Sr. Surveyor	13/14	\$150	Sr. GIS Analyst	11	\$100
Survey Supervisor	15	\$160	Graphic Designer	11	\$90
Sr. Surveyor for Operations	17	\$175	Sr. Graphic Designer	12	\$110
Survey Prevailing Wage*			Technical Aide	7	\$70
Construction Technician I	8/9	\$90	Sr. Technical Aide	8	\$80
Construction Technician II	10	\$105	Project Coordinator	9	\$95
Construction Technician III	11	\$120	Sr. Project Coordinator	10	\$100
Construction Technician IV	12	\$130	Project Controls Specialist	11	\$110
Sr. Construction Technician	13	\$140	Sr. Project Controls Specialist	12	\$120
Construction Manager I	11	\$110	Project Accountant	9	\$95
Construction Manager II	12	\$130	Sr. Project Accountant	10	\$105
Construction Manager III	13	\$140	Sr. Accounting Specialist	10	\$100
Construction Manager IV	14	\$145	Sr. Contract Administrator	11	\$125
Sr. Construction Manager	15	\$155	Office Clerk	4	\$55
Sr. Construction Manager	16	\$165	Receptionist	6	\$65
Sr. Construction Manager	17/18	\$190	Admin Assistant	6	\$65
Division Manager	16/17	\$195	Admin Assistant	7	\$70
Division Manager	18/19	\$195	Sr Admin Assistant	8	\$80
Operations Manager	17/18	\$195	Sr Admin Assistant	9	\$90
Program Manager	19	\$195	Office Administrator	10/11	\$100
Program Manager	20	\$195	Sr. Office Administrator	12/13	\$125
Principal Consultant	19	\$195	Office Administrative Manager	14/15	\$145
Principal Consultant	20	\$195	Expert Witness		\$350
Principal	19/20	\$195			
Publications Specialist I	9	\$85			
Publications Specialist II	10	\$95			
Sr. Publications Specialist	11	\$105			
Technical Editor	10	\$110			
Publications Supervisor	12	\$115			

Direct project expenses and reproduction costs are billed at cost plus 10%

Public hearing testimony services are billed at hourly rates plus 30%

* Prevailing Wage Rates apply to construction surveying on all Washington Public Works Projects.



**City Of Orting
Council Agenda Summary Sheet**

	Agenda Bill #	Recommending Committee	Study Session Dates	Regular Meeting Dates
Subject: Park Land Acquisition	AB21-41	CGA – 5.6.21	5.19.21	
	Department:	CGA Committee		
	Date Submitted:	5.12.2021		

Cost of Item:	<u>N/A</u>
Amount Budgeted:	<u>N/A</u>
Unexpended Balance:	<u>N/A</u>
Bars #:	N/A
Timeline:	Discussion Item
Submitted By:	Scott Larson

Fiscal Note: None

Attachments: Parcel Map

SUMMARY STATEMENT:

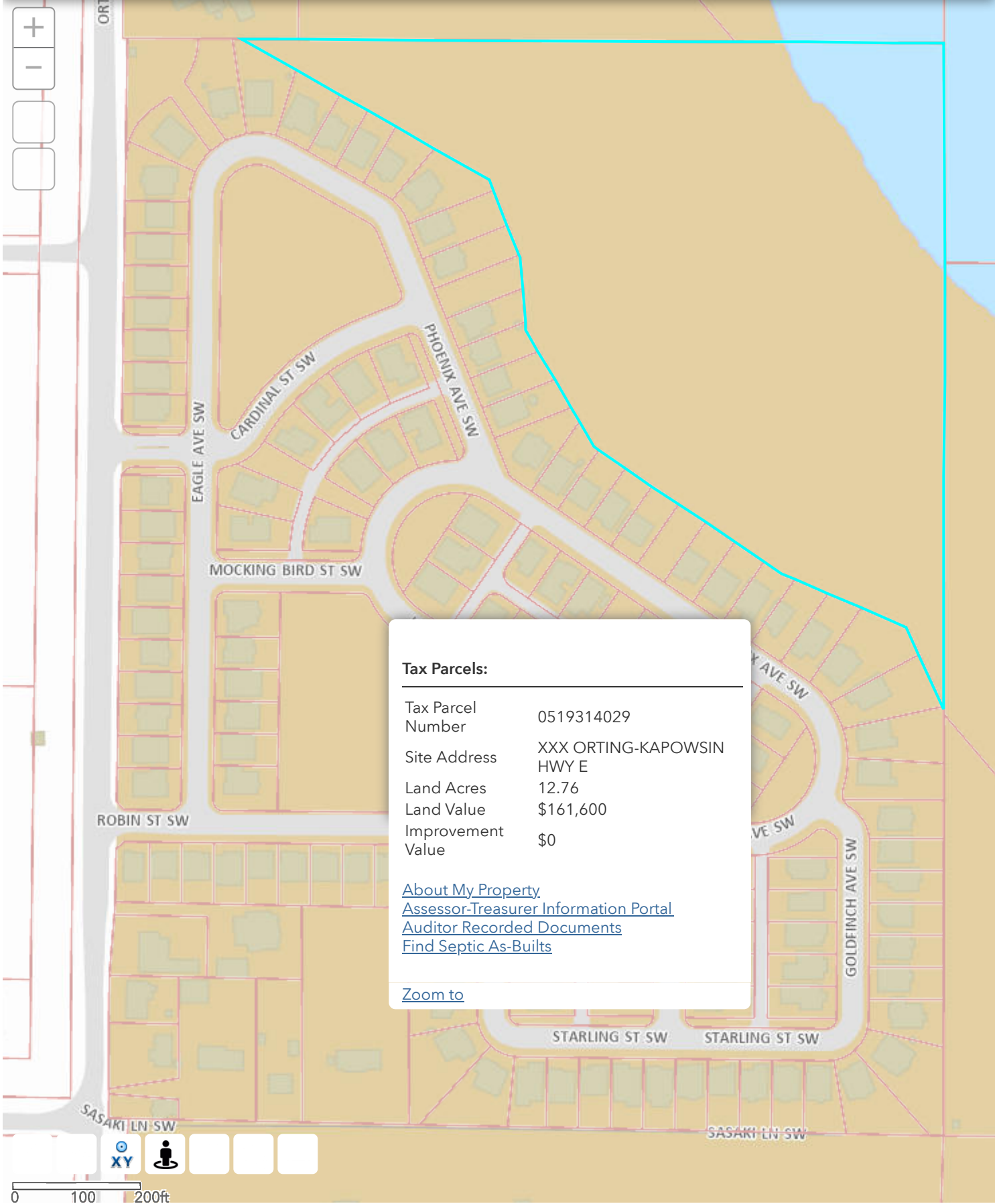
There is a parcel of land between the Hidden Lakes neighborhood and the river that the County owns and has expressed interest in transferring to the City. The intent would be to turn this parcel into a river access park. The only current public access to this parcel is through the county gate on the south west side of the Calistoga bridge and along the levee. The Hidden Lakes neighborhood also has access to this parcel through tracts owned by the HOA.

RECOMMENDED ACTION: Discussion related to the acquisition of Pierce County Parcel 0519314029.

FUTURE MOTION: TBD



Find address or place



Tax Parcels:

Tax Parcel Number	0519314029
Site Address	XXX ORTING-KAPOWSIN HWY E
Land Acres	12.76
Land Value	\$161,600
Improvement Value	\$0

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[Zoom to](#)

0 100 200ft

1,213,836.591 643,472.339 Feet

1 : 2,400