

## **COUNCILMEMBERS**

Position No.

1. Tod Gunther
2. Chris Moore
3. Don Tracy
4. John Williams
5. Gregg Bradshaw
6. Greg Hogan
7. Melodi Koenig



**ORTING CITY COUNCIL**  
Study Session Meeting Agenda  
104 Bridge Street S, Orting, WA  
January 19, 2022  
6:00 p.m.

**Deputy Mayor Hogan, Chair**

### **1. CALL MEETING TO ORDER, PLEDGE OF ALLEGIANCE, AND ROLL CALL.**

You may attend this meeting virtually via the platform Zoom by clicking the following link <https://zoom.us/j/93518427133?pwd=SFpybzNFVVdHejhML3IBWjhhN0ZUUT09>, by telephone by dialing 1-253-215-8782 and entering Meeting ID: 935 1842 7133 and the passcode 619558, or in person at the Orting City Hall. Per the Governor's directives, all in person attendees shall comply with social distancing regulations and non-vaccinated attendees shall wear a face covering. If you log in at zoom.com, you will need to enter the meeting ID 935 1842 7133, the passcode 619558, and your name.

### **2. COMMITTEE REPORTS.**

- A. Public Works  
**CM Bradshaw & CM Koenig**
- B. Public Safety  
**CM Gunther & CM Tracy**
- C. Community and Government Affairs  
**CM Williams & CM Moore**

### **3. STAFF REPORTS.**

### **4. AGENDA ITEMS.**

- A. **AB22-10** – Legislative Priorities.  
Joe DePinto
- B. **AB22-09** – Parks Plan Draft.  
Emily Adams
- C. **AB22-04** – 2021-2024 On-Call Professional Engineering Contract Agreements.  
Maryanne Zukowski
- D. **AB22-11** – Calistoga Stormwater Project.  
Scott Larson and Maryanne Zukowski
- E. **AB22-06** – Solid Waste Management Plan Interlocal Agreement.  
Scott Larson
- F. **AB22-07** – Sidewalk Ordinance No. 2021-1084.  
Scott Larson
- G. **AB22-03** – Council Committee Assignments.  
Deputy Mayor Hogan
- H. **AB22-05** – Setting Meeting Dates 2022.  
Kim Agfalvi
- I. **AB22-12** – American Recue Plan Act.  
Scott Larson

**5. EXECUTIVE SESSION.**

**6. ADJOURNMENT.**

**Motion: To Adjourn.**



**City Of Orting  
Council Agenda Summary Sheet**

	<b>Agenda Bill #</b>	<b>Recommending Committee</b>	<b>Study Session Dates</b>	<b>Council Meeting Date</b>
<b>Subject: City of Orting/AWC Legislative Priorities for 2022</b>	<b>AB22-10</b>	<b>CGA</b>		
		<b>1.6.2022</b>	<b>1.19.2022</b>	<b>1.26.2022</b>
	<b>Department:</b> Administration			
	<b>Date Submitted:</b> 1.13.2022			
	<b>Cost of Item:</b> N/A			
<b>Amount Budgeted:</b> N/A				
<b>Unexpended Balance:</b> N/A				
<b>Bars #:</b> N/A				
<b>Timeline:</b> End of Month				
<b>Submitted By:</b> Scott Larson				
<b>Fiscal Note:</b> None				
<b>Attachments:</b> Recommended Legislative priorities				
<b>SUMMARY STATEMENT:</b>				
<p>The City Council typically approves Council legislative priorities each year. The Current Legislative priorities were drawn up by the City Administrator and presented to the Community and Government Affairs Committee. AWC’s legislative priorities were taken into consideration.</p>				
<b>RECOMMENDED ACTION: <u>ACTION:</u></b>				
Move to Regular City Council Meeting on January 26 <sup>th</sup> , 2022 as a consent agenda item.				
<b>RECOMMENDED MOTION: <u>MOTION:</u></b>				
To adopt the Orting City Council Legislative Priorities for 2022 as prepared.				

## **City of Orting Legislative Priorities 2022**

1. **Transportation priorities:** As the population expands further into East and South Pierce County transportation funding for this region should be a top legislative priority as it will allow increased economic and tourist activity. Specifically, the City supports Hwy 410/Hwy 162 interchange and corridor improvements that reduce the time it takes citizens to commute to work.
2. **Clarification of 2021 Police Reforms:** Many of the 2021 police reforms have changed how public safety services are provided and have led to unintended consequences. Specifically, we are looking to the legislator to provide clarification on the use of less lethal equipment including bean bag shotguns. We are looking for changes to the law around the standard used to initiate vehicle pursuits, if warranted, from probable cause to reasonable suspicion.

### **Broader AWC Supported items that benefit the City of Orting**

3. **Ensure basic infrastructure funding:** Provide flexible state and federal dollars through programs like the Public Works Assistance Account to help cities finance basic infrastructure such as drinking water and wastewater.
4. **Pass a transportation package:** Adopt a new transportation revenue package that emphasizes maintenance/preservation funding and provides an equitable level of local funding and additional long-term, sustainable revenue options for cities.
5. **Blake decision:** Advocate for direct funding for cities to administer diversion programs related to misdemeanor drug possession cases handled by city law enforcement and now adjudicated in municipal courts, as well as Medication-Assisted Treatment (MAT) services, therapeutic courts, and a diversion tracking database.
6. **Open Public Meetings Act:** Support a permanent policy that allows greater flexibility for local governments to hold virtual meetings without a physical location during an emergency.
7. **Zoning mandates:** Actively defend against preemption of local land use authority, but support policies that help cities provide more equitable access to housing in our cities.
8. **Growth Management Act (GMA):** Engage in the GMA reform conversation and look to secure dedicated planning funding in recognition of potential new responsibilities in areas that cities can support.

# 2022 City Legislative Priorities

Cities are home to **65%** of the state's residents, drive the economy, and provide the most accessible government. The continued success of cities depends on adequate resources and local decision-making to best meet the needs of our shared residents.

Washington's 281 cities ask the Legislature to partner with cities and take action on the following priorities—because strong cities make a great state.



## Ensure basic infrastructure funding

Provide flexible state and federal dollars through programs like the Public Works Assistance Account to help cities finance basic infrastructure such as drinking water and wastewater.

Basic infrastructure is the key to our robust state economy and protecting our environment. Nearly **\$900 million** in local infrastructure projects are currently halted due to lack of funding. State investment in local infrastructure is critical to ensuring reliable, equitable, safe, and affordable service to support our residents, businesses, and environment.



## Protect Transportation Benefit District funding authority

Support expanded local authority for Transportation Benefit Districts (TBDs) so cities can continue using the sales tax funding tool beyond the current time limitations.

Cities largely fund their transportation systems locally. In fact, **79%** of funding comes from local sources, such as Transportation Benefit Districts. TBDs are a crucial funding tool for critical transportation needs. TBD revenue authority must continue as a sustainable funding source for ongoing transportation needs.



## Pass a transportation package

Adopt a new transportation revenue package that emphasizes maintenance/preservation funding and provides an equitable level of local funding and additional long-term, sustainable revenue options for cities.

City streets accommodate **26%** of all vehicle miles traveled and cities are responsible for many aspects of the transportation system beyond local streets. This includes sidewalks, pedestrian and bicycle infrastructure, some aspects of state highways, stormwater infrastructure, and other utilities. Cities largely fund these needs locally with only **13%** of funding coming from the state and **8%** from federal sources. Pass a statewide transportation package that addresses local transportation needs to keep our state moving.

## AWC's advocacy is guided by the following core principles from our Statement of Policy:

- Local decision-making authority
- Fiscal flexibility and sustainability
- Equal standing for cities
- Diversity, equity, and inclusion
- Strong Washington state partnerships
- Nonpartisan analysis and decision-making

Contact:

**Candice Bock**  
Government Relations Director  
[candiceb@awcnet.org](mailto:candiceb@awcnet.org)



**City of Orting  
Council Agenda Summary Sheet**

	<b>Agenda Bill #</b>	<b>Recommending Committee</b>	<b>Study Session Dates</b>	<b>Regular Meeting Dates</b>
<b>Subject: Parks Plan Draft</b>	<b>AB22-09</b>			
		<b>N/A</b>	<b>1.19.2022</b>	<b>1.26.2022</b>
	<b>Department:</b>	Planning		
	<b>Date Submitted:</b>	<b>1.12.2022</b>		
<b>Cost of Item:</b>	<u>\$NA</u>			
<b>Amount Budgeted:</b>	<u>\$NA</u>			
<b>Unexpended Balance:</b>	<u>\$NA</u>			
<b>Bars #:</b>				
<b>Timeline:</b>				
<b>Submitted By:</b>	<b>Emily Adams (Planner)</b>			
<b>Fiscal Note:</b>				
<b>Attachments:</b> Draft 2022 Parks, Trails, and Open Space Plan				
<b>SUMMARY STATEMENT:</b>				
<p>Staff has been working on updating the City’s Parks Plan since June 2021., and has brought various pieces of it to Council committees and study sessions over the months. Now, the complete final draft of the plan is being brought before Council for review and comment. Staff is looking to Council to either move the plan forward for adoption, or provide input on any edits, which staff will complete and bring the plan back Council either at the February Study Session or the first Council meeting in February for adoption, depending on the scope of the comments.</p> <p>The deadline to establish RCO grant eligibility through a locally adopted plan is March 1. <u>At the latest, the plan must be adopted at the February 23, 2022 Council meeting,</u> for the City to be eligible for RCO funding</p>				
<b>RECOMMENDED ACTION: ACTION:</b>				
Move to Regular City Council Meeting on January 26 <sup>th</sup> , 2022 as a consent agenda item				
<b>FUTURE MOTION: MOTION:</b> To adopt Resolution No. 2022-03, A resolution of the City of Orting, adopting the City of Orting Parks, Trails and Open Space Plan 2022 update.				

**CITY OF ORTING  
WASHINGTON  
RESOLUTION NO. 2022-03**

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**A RESOLUTION OF THE CITY OF ORTING,  
WASHINGTON, ADOPTING THE CITY OF ORTING  
PARKS, TRAILS AND OPEN SPACE PLAN 2022 UPDATE.**

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**WHEREAS**, The City of Orting adopted the Parks, Trails and Open Space plan in 2003;  
and

**WHEREAS**, The City has updated the Parks, Trails and Open Space every six years since then to qualify for funding through the Washington State Recreation and Conservation Office (RCO); and

**WHEREAS**, The City Council desires to update the Parks, Trails, and Open Space plan to reflect current circumstances in the City; and

**WHEREAS**, the proposed updated Parks, Trails, and Open Space plan emphasizes the needs and desires for the parks and recreation system expressed by the community; and

**WHEREAS**, the staff engaged the community through a public survey, and weekly throughout the summer at the Farmers Market and city events; and

**WHEREAS**, Staff will submit the plan to the RCO following adoption; and

**WHEREAS**, The plan was presented to the Parks Advisory Board on January 5, 2022 and no objections were received; and

**WHEREAS**, various components of the plan have been presented before Council between August 2021 and November 2021; and

**WHEREAS**, the City Council has determined that the proposed plan will not adversely affect the public health, safety, or general welfare and are in the best interest of the citizens of the City;

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ORTING, WASHINGTON AS FOLLOWS:**

**Section 1. Recitals.** The foregoing recitals are incorporated herein by this reference.

**Section 2. PTOS Plan Adopted.** The City of Orting Parks, Trails, and Open Space Plan, 2022 is updated as shown in Exhibit A (attached).

**Section 3. Authorizes.** The Orting City Council authorizes staff to send the plan to the Recreation and Conservation Office.

**Section 4. Corrections.** The City Clerk and the codifiers of this resolution are authorized to make necessary clerical corrections to this resolution including, but not limited to, the correction of scrivener's errors, references, numbering, section/ subsection numbers and any references thereto.

**Section 5. Effective Date.** This Resolution shall become effective immediately upon adoption and signature as provided by law.

**RESOLVED BY THE CITY COUNCIL AT A REGULAR MEETING THEREOF ON THE  
26<sup>th</sup> DAY OF January, 2022.**

CITY OF ORTING

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Joshua Penner, Mayor

ATTEST/AUTHENTICATED:

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Kimberly Agfalvi, City Clerk

Approved as to form:

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Charlotte Archer  
Inslee, Best, Doezie & Ryder, P.S.  
City Attorney

Filed with the City Clerk:  
Passed by the City Council:  
Date of Publication:  
Effective Date:



# Parks, Trails, and Open Space Plan

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City of Orting

2022 Update

**DRAFT**



Adopted: **DATE**



# PARKS, TRAILS & OPEN SPACE PLAN

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City of Orting  
February 2022

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# PARKS, TRAILS & OPEN SPACE PLAN

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City of Orting

## CHAPTER 1: INTRODUCTION AND SETTING

### PURPOSE

The *Orting Parks, Trails & Open Space Plan* is intended to guide the acquisition of land and development of facilities for recreation and open space uses over the next 20 years. Goals, policies and capital facilities needs established in this plan are adopted into the City's Comprehensive Plan.

### LOCATION

Orting is a small town located in the valley between the Carbon and Puyallup Rivers in Pierce County, Washington. The City is completely surrounded by County land and does not share a boundary with any other city or town. The main point of access is via Highway 162 which bisects the City from northwest to southeast. Orting is built on lahar deposits from Mount Rainier and has commanding views of the mountain throughout town. The City was incorporated in 1889, and today encompasses approximately 2.80 square miles, of which almost 0.1 square miles is water.

Orting is blessed with many natural features that support recreation. The rivers and gentle topography of the valley floor provide many opportunities for passive recreation. For years, residents were able to satisfy most recreation needs by using these natural resources, school facilities, and the surrounding area. However, as the City grew considerably throughout the 90s and early 2000s more parks were added within the City. Today, as space becomes limited and there are ample parks within the City, residents desire additional facilities and amenities within existing park spaces.

COMMUNITY PROFILE

In the time since the 2015 update of this plan, the population of Orting has increased from 7,290 to 9,041 people (2020 Census), an increase of 24%. From 2010 to 2020 the population increased by 34%.

Table 1.1: Population Trends

Year	Population <sup>1</sup>	% Change
2010	6,746	
2011	6,770	0.36%
2012	6,790	0.30%
2013	6,930	2.06%
2014	7,065	1.95%
2015	7,290	3.18%
2016	7,525	3.22%
2017	7,835	4.12%
2018	8,105	3.45%
2019	8,380	3.39%
2020	9,041	7.88%

Orting currently has a fairly even distribution of ages, with no one age group making up a large majority. All age groups are between approximately 4 and 8% of the total population. The largest outlier is those aged 80 to 84 which make up approximately 1.1% of the population and those 85+ which make up 1.4% of the population (see Table 1.2, below). This is a noticeable difference from the age distribution five years prior where 2014 saw the largest

majority of the population aged between 30 to 34 years old (17%) and 25 to 29 years old (15.1%).

Table 1.2: Age Distribution

Age	2019		2014	
	Total	Percent	Total	Percent
Under 5 years	633	7.9%	585	8.4%
5 to 9 years	670	8.4%	769	11.1%
10 to 14 years	532	6.6%	554	8.0%
15 to 19 years	497	6.2%	364	5.2%
20 to 24 years	431	5.4%	429	6.2%
25 to 29 years	526	6.6%	1050	15.1%
30 to 34 years	697	8.7%	1181	17.0%
35 to 39 years	593	7.4%	713	10.3%
40 to 44 years	482	6.0%	321	4.6%
45 to 49 years	551	6.9%	235	3.4%
50 to 54 years	650	8.1%	383	5.5%
55 to 59 years	426	5.3%	189	2.7%
60 to 64 years	372	4.6%	168	2.4%
65 to 69 years	274	3.4%	585	8.4%
70 to 74 years	310	3.9%	769	11.1%
75 to 79 years	165	2.1%	554	8.0%
80 to 84 years	92	1.1%	364	5.2%
85 years and over	111	1.4%	429	6.2%

Source: American Community Survey via data.census.gov

<sup>1</sup> 2010 and 2020 population counts are from the decennial census. 2011-2019 are population estimates from the American Community Survey.

The City's population is projected to increase by approximately 550 people by the year 2044.<sup>2</sup> This would result in a total population of approximately 9,591 people. This projection is a 6.1% increase over 23 years (0.265% a year), a much slower growth rate than the City has historically seen. This slower growth rate is due to the limited land that remains within the City and no anticipated annexations.

## PLAN HISTORY

In March 2003, the Orting City Council adopted the *Parks, Trails & Open Space Plan* (PTOS Plan). The PTOS Plan assessed how well parks and recreation facilities served Orting's population and described the community's vision for the future of its parks system. A number of significant outcomes followed the 2003 adoption of the PTOS Plan:

- Language from the PTOS Plan was adopted into Orting's Comprehensive Plan, including policies for capital facilities planning and policies which established Level of Service (LOS) standards for parks and trails.
- Orting's Development Regulations provided for the collection of impact fees for parks.
- Adoption of the PTOS Plan rendered Orting eligible for a variety of funding sources for parks and recreation development.

In June 2010, the Orting City Council adopted an update to the PTOS Plan. The update included a revised inventory with nearly double the 2003 park land and outlined ongoing parks planning activities. The results of these planning activities included increased river access with over 20 public access points now established. In 2015 the PTOS Plan was updated again and included an updated inventory reflecting new parks and recreation spaces acquired by the City and considered projected population growth out to 2040 to calculate future demand.

This document represents an update to Orting's 2015 PTOS Plan. It includes a new look at LOS standards given the City's lack of space to acquire new park land and considers the City's slowing growth with a project population growth out to 2044 to calculate future demand.

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## CHALLENGES

The Orting residential population nearly doubled in size from 2000 to 2010 and increased by approximately 2,000 people from 2010 to 2019. The population in 2020

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<sup>2</sup> The 2021 Pierce County Buildable Lands Report anticipates that the City of Orting will grow by 550 people by the year 2044.



was 9,041 people.<sup>3</sup> The LOS standards established in the 2003 PTOS Plan were essential in ensuring the parks inventory grew with the population, and that new development was paying for its share through a parks impact fee. However, growth is forecasted to occur at a slower rate given the constraints on land availability.

The PTOS Plan continues to evaluate existing resources that the City feels should be included as part of the parks planning process; for example, incorporating potential river access points as identified in Orting's Shoreline Management Program into the Capital Facilities Element, or addressing community access to school recreational facilities.

Additionally, an effort has been made to reduce redundancies between the PTOS Plan and other adopted City plans, therefore some text has been removed and replaced with references.

## PROCESS

The Parks Board, City Council, and the public have contributed to the update of this plan.

In keeping with past methodologies, the PTOS Plan uses an equitable method of ensuring that all new growth addresses its proportionate share of the impacts on parks and recreation by collecting mitigation fees based on those impacts. This requires the following steps:

- 1) An updated assessment of current and future demand for open space and recreation facilities that balances numeric data with public opinion and participation;
- 2) An updated inventory of the "supply" of existing land and facilities that accommodates the demand;
- 3) Level of Service (LOS) standards for land and facilities meeting the community's needs and preferences for parks and recreation;
- 4) A plan for the location and phasing of new improvements over time; and
- 5) A financing/capital improvements plan.

This results in an updated PTOS Plan that is incorporated into the Comprehensive Plan and also used to continue to secure outside funding. Since impact fees can only be used to fund projects resulting from new demand, the City must find other sources to fund projects and activities, including park maintenance, which result from existing demand. These include grants, bonds, and levies.

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<sup>3</sup> 2020 decennial census count.

The Washington State Recreation and Conservation Office (RCO) is the state agency that provides grant funds to local governments to fund the planning, design, and construction of facilities. To qualify for RCO funding, the City needs a certified plan that documents the items listed below and shows that the public was involved in preparing the plan. The 2015 update ensured the City’s eligibility through 2022, and the 2022 update maintains the City’s eligibility for another six years through 2028.

The following chart shows the relationships between the state requirements for planning for parks and recreation within the Growth Management Comprehensive Plan and an RCO certified plan. Public involvement is required in both cases. This document meets both requirements.

GMA Parks Element	RCO Certified Parks Plan
Goals and Policies	Goals and Objectives
Level of Service Standards	Goals and Objectives
Inventory of Existing Facilities and Capacities	Inventory
Forecast of Future Needs	Demand and Need Analysis
Proposed Locations and Capacities of New Facilities	Capital Improvement Program
6-Year (Minimum) Financing Plan	Capital Improvement Program

## PUBLIC INVOLVEMENT

The PTOS Plan has undergone multiple phases of public involvement. The first public involvement process in 2003 was designed to ensure that Orting residents had the opportunity to shape the initial plan. After adopting the plan in March 2003, the City and the Parks Commission sustained continuous public outreach efforts for the development of Gratzner Park and North Park. Additional public outreach was conducted throughout the 2010 and 2015 update processes.

The most recent outreach effort was launched in the summer of 2021 to gather public input for the 2022 update. The outreach effort included an online survey and attending the weekly farmer’s market at North Park with a City booth to distribute information and receive public feedback. The history of public involvement and the recent outreach efforts are described in detail in Appendix A: Public Outreach and Communication.



# PARKS, TRAILS & OPEN SPACE PLAN

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City of Orting

## CHAPTER 2: EXISTING CONDITIONS & INVENTORY

### INTRODUCTION

The City’s park system consists of 19 parks (public and private), three trails, multiple wetland/natural areas, and three schools with associated playfields. The City also offers recreational programming based on demand including tot’s soccer, dance, tumbling, baseball, adult softball, volleyball, art, and dog training.

Schools are also an important resource for recreation and open space. Orting School District (OSD) fields can be used by the public for a rental fee, as available. OSD also gets priority access to the fields at Gratzner Park and prepares the fields (chalk lining, etc.) for use by the middle school and junior varsity teams primarily. There is a large demand for the Gratzner Park baseball fields, with the City having to turn teams (usually youth baseball teams) away at peak times. There are, however, other nearby facilities available to the Orting community including the Lion’s Club fields located southeast of the City.

New facilities at the parks have been designed to accommodate special population needs in terms of access and recreation opportunities. Most recently with the addition of an ADA “spinner” in the main City Park in the summer of 2021.

The residents of Orting are the primary beneficiaries of these parks and recreational services, although surrounding unincorporated Pierce County and nearby cities’ residents benefit as well. Tables below summarize existing parks facilities and recreational programming participation rates.

## PARKS, TRAILS AND OPEN SPACE INVENTORY

Table 2.1 summarizes the existing (2021) inventory of City and other public land and facilities. These resources are mapped in Figure 2.1.

**Table 2.1: 2021 Inventory of Public Parks, Trails and Open Space**

PUBLIC	Park/Facility Name	Area (Acres)	Trail Length (Miles)	Features	# Fields	# Courts
		Memorial Park	0.60		Plantings, Bench, Memorial Rock	
	Triangle Park	0.19		Plantings, Bench, Walkway		
	Three Corners Park	0.19		Plantings, Bench, Walkway		
	Rainier Meadows	0.92		Big Toy, Grassy Area, Half Court, Walkway, Bench		0.5
	Williams Park	0.23		Plantings, Picnic Table, Benches		
	Calistoga Park	6.3		Baseball Field, Big Toy, Parking, Benches, Dog Park	1.0	
	City Park	7.2		Basketball Court, Gazebo, Big Toys, Restrooms, Shelter Area, Benches, Picnic Tables, Horseshoes Pits, Grassy Area, Parking		1.0
	Whitehawk Park	4.0		Half Court, Big Toy, Picnic Tables, Grass T-Ball Field	0.5	0.5
	North Park	1.3		Brick Area, Bollards, Benches, Shelter Building		
	Charter Park	7.6		Skateboard Area, BMX Area, Benches, Picnic Shelter		
	Gratzer Park	17.5		Ballfields (2), Parking, Wetlands, Multi-Purpose Field, Walking Path, Big Toy	3.0	
	Calistoga Levee Wetlands	56.2		Wetlands, Open Space, River Access		
	Carbon River Landing	27.2		Wetlands, Open Space, River Access		
	Rainier Meadows Wetlands	3.2		Wetlands, Open Space		
	Village Green Wetlands Park	40.2		Wetlands, Open Space, River Access		
	Foothills Trail		2.3	Benches, Viewpoints		
	Puyallup River Levee Trail		3.0	Viewpoints, River Access		
	Carbon River Levee Trail		2.6	Viewpoints, River Access		
	<b>Total</b>	<b>172.8</b>	<b>7.9</b>		<b>4.5</b>	<b>2.0</b>

## PRIVATE PARKS AND OPEN SPACE INVENTORY

Citizens regularly use additional recreational facilities in and near Orting that are institutionally or privately owned, such as school recreational facilities and Lions Park. The private parks and school facilities within City limits are considered in the

demand and need analysis in Chapter 3 as the public can arrange to access these facilities through fees or request forms.

Table 2.2 summarizes the existing (2021) inventory of privately owned park and recreation facilities, and descriptions of the facilities are provided below.

**Table 2.2: 2021 Inventory of Private Parks and Open Space**

	Park/Facility Name	Area (Acres)	Trail Length (Miles)	Features	# Fields	# Courts
SCHOOL DISTRICT	School-Parks					
	Orting High School/OES	14.9		Big Toys, Track, 3 Ball Fields, Football & Soccer Field, Restroom, Covered Paved Area	3.0	
	Orting Middle School	12.6		1 Ball Field, Football & Soccer Field, Stadium	3.0	
	Ptarmigan Ridge Elementary	4.3		Grassy Area, Covered Paved Area, Big Toy		
	<i>Total</i>	<i>31.8</i>			<i>6.0</i>	
PRIVATE	Private Neighborhood Parks					
	Village Green Crescent Park	0.49		Big Toy, Half Court		0.5
	Village Green Park	2.19		Picnic Tables, Grassy Area		
	Village Green South Entrance	1.41		Grassy Area, Basketball Court, Shelter, Benches		1.0
	Hidden Lakes Parks (Multiple)	4.48		Benches, Picnic Tables, Water Feature, Half Courts (2), Big Toy		1.0
	Rivers Edge Parks (Multiple)	1.17		Benches, Half Courts (2), Big Toy		1.0
	Village Green North Entrance Sign	0.23		Plantings, Bench		
	Village Green South Entrance Sign	0.04		Plantings		
	<i>Total</i>	<i>10.01</i>				<i>3.5</i>

### *Orting School District*

The School District currently owns and operates outdoor play fields, playgrounds and indoor recreation facilities (gymnasiums). The public can reserve School District facilities through the School District’s website. Rental costs apply for some of the fields (some are free to use) and there is also insurance and COVID requirements for all School District facilities. Although these facilities are available for public use, school programming fills nearly all of the existing capacity.

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## Residential Developments

There are three residential developments with private parks that are maintained by homeowner’s associations: Hidden Lakes, Rivers Edge, and Village Green. During 2021, public outreach at the Farmer’s Markets anecdotally indicated the private parks are well used, but mostly by those who live within walking distance (in the neighborhood). This is seen in the 2021 survey results as well with “proximity to your home” being the number one selection for respondents when asked what factors were important when choosing a park to visit.



*A mini-park in the River's Edge neighborhood*

The Hidden Lakes planned unit development, located on the south side of the Puyallup River, includes multiple mini-parks offering a basketball court, play area, benches, and picnic area. Two of these parks include surface water detention ponds.

The Rivers Edge subdivision includes two mini-parks providing play areas, basketball courts, and benches.

The Village Green planned unit development includes two mini-parks (Village Green Park and Crescent Park) in addition to small dedicated open spaces at either entrance. The planned unit development also included a trailside park which was dedicated to the City as Williams Park and is currently well-used by visitors of the Foothills Trail.

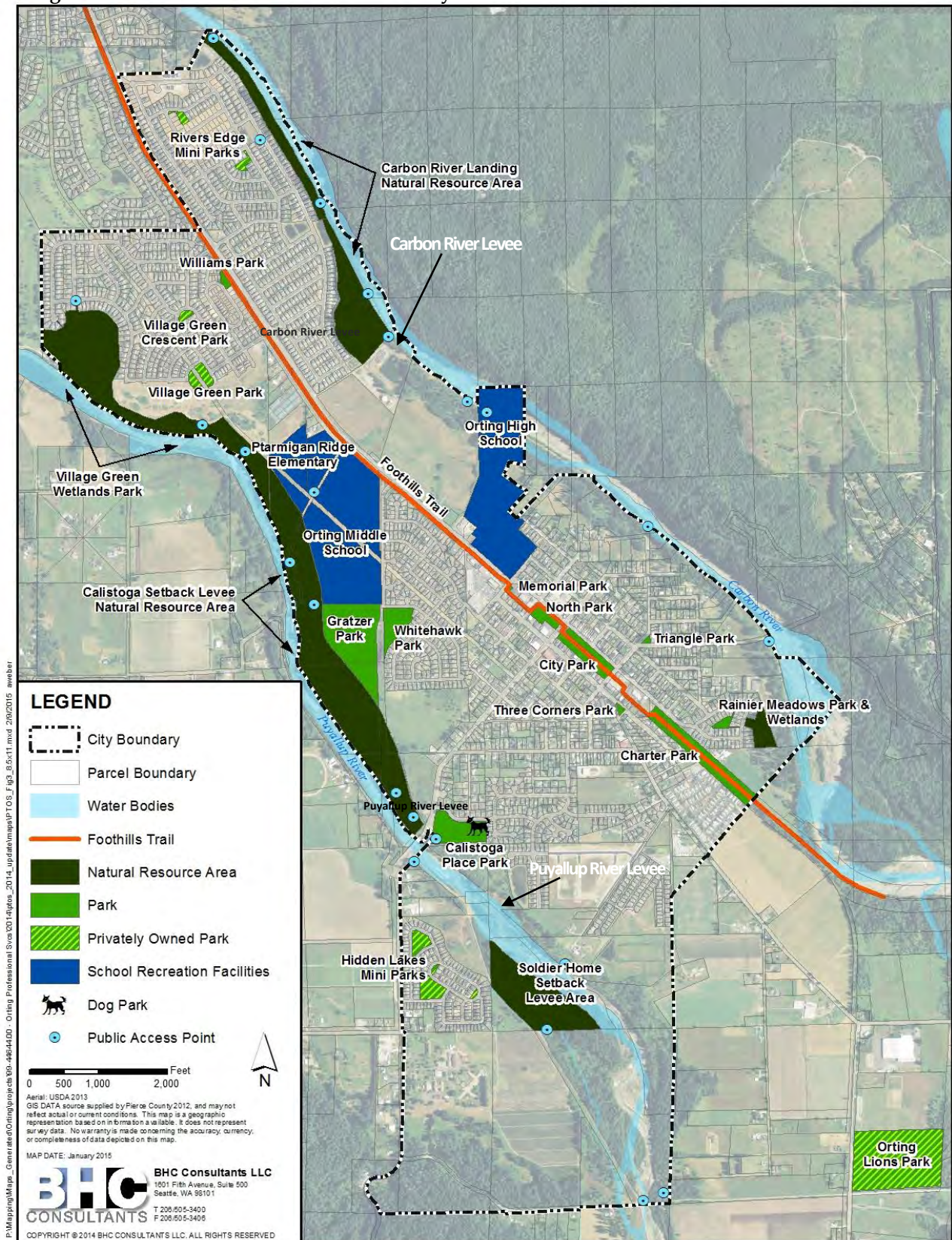
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## Lions Club

The Orting Lions Club owns and operates a 25-acre site called “Orting Lions Community Park” located southeast of the city limits. This site provides fields for organized t-ball, baseball, softball, and soccer activities, primarily programmed by leagues. The leagues take care of field preparation, and use is subject to a fee. The Lions Club has made several field improvements since the last plan update in 2015, including the installation of a sprinkler system and new dirt infields. The installation of field lighting is a long-range goal. Most field development is completed with volunteer labor.

Figure 2.1 on the following page shows the locations of all the existing sites, both public and private, within Orting.

Figure 2.1: Current Parks and Trails Inventory



## RECREATION PROGRAMMING

The City of Orting offers dance, various sports, and other program options. All registrations are paid directly to the City via check or online registration. Registration is handled by City staff. There has not been a formal Parks and Recreation Department in the City since 2020 when the Parks and Recreation Director position was eliminated. A part-time position for events and activities is being added as part of the 2022 City budget.

Programs offered in 2019 and 2020 included:

- Dance
- Tumbling
- Tots Soccer
- Baseball
- Adult Softball
- Volleyball
- Painting
- Dog Training
- Daddy-Daughter Dance

Previously offered programs not currently done include pitch-hit-run competition, CPR/First Aid classes, movies in the park, giant slip-n-slide, karate, and family health-nutrition-fitness class. Offerings are impacted by volunteers, participation (classes are cancelled if a minimum number is not met), and in the recent years, COVID-19 regulations.

Registration numbers for 2019 and 2020 are shown below by program type. The participation numbers for 2020 were impacted by COVID-19 or in some instances the activity was completely cancelled/refunded.

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### *Dance Programs*

Dance classes are offered year-round. They are offered on various times and days of the week with each season having multiple start dates. For instance, the 2019 fall schedule included:

Classes (September 9, 2019 - December 2, 2019)

- Pre-Ballet: Monday 4:15pm - 5:15pm
- Tap & Jazz 1: Monday 5:15pm - 6:15pm
- Tap & Jazz 2: Monday 6:15pm - 7:15pm
- Adult Jazz: Monday 7:15pm - 8:15pm



Classes (September 13, 2019 - December 6, 2019)

- Pre-Ballet: Friday 9:30am - 10:15am
- Pre-Ballet & Tap: Friday 10:15am - 11:15am

**Table 2.3 - Dance Class Participation**

Classes	2019 Total Participation	2020 Total Participation
Winter	32	26
Spring	22	56
Summer	17	Not offered
Fall	41	Not offered
Total	112	82

### *Sports Programs*

Adult softball was offered in 2019, but not in 2020 (due to COVID-19). In 2019 there were nine teams registered, the City does not have data on the rosters/participants numbers.

In 2019, volleyball continued to be offered in the fall. It is broken down into two age groups. Due to COVID-19 it was not offered in 2020.

**Table 2.4 - Volleyball Participation**

Age Group	2019 Total Participation
3 <sup>rd</sup> – 5 <sup>th</sup> Grade	11
6 <sup>th</sup> – 8 <sup>th</sup> Grade	16
Total	27

Three types of baseball are offered in the spring each year: coach pitch, t-ball and pee-wee t-ball. All were offered in 2019 and 2020, however the 2020 leagues had to be cancelled, and all participants refunded due to COVID-19.

**Table 2.5 - Baseball Participation**

League	2019 Total Participation	2020 Total Enrollment
Coach Pitch	10	13
T-Ball	10	22
Pee Wee T-Ball	7	22
Total	27	57

Tots soccer (ages 3 to 5) is typically offered in both the spring and fall in the City. For the 2021 the season included 10 games, played on Mondays and Wednesdays at Whitehawk Park, and registration costs \$55.00. In 2019 and 2020 participation numbers were as follows.

**Table 2.6 – Tots Soccer Participation**

Classes	2019 Total Participation	2020 Total Participation
Spring	63	19
Fall	34	Not offered
Total	97	19

Gymnastics tumbling is offered for three age groups pre-k (3 to 5 years), elementary (kindergarten to 2nd grade), and youth (3<sup>rd</sup> to 6<sup>th</sup> grade). It is offered every season. In 2019, the spring and summer sessions included multiple time slots for the pre-k age group.

**Table 2.7 – Tumbling Participation**

Classes	2019 Total Participation	2020 Total Participation
Winter	11	22
Spring	33	6
Summer	22	Not offered
Fall	15	Not offered
Total	81	28

### *Other Programs*

Painting classes are offered monthly by the City. In 2020 the class only occurred in February. Kids painting had six participants. Family painting had a total of 14 participants. No classes were offered in 2019.

Dog training classes are offered year-round. Classes are split into puppy and dog classes. In 2020 the classes only occurred in February with 6 puppy participants and 4 dog participants, for a total of 10 participants. 2019 numbers are as follows.

**Table 2.8 – Dog/Puppy Training Participation**

Month	Class	2019 Participation
<b>January</b>	Puppy	3
	Dog/ Advanced	3
<b>February</b>	Puppy	6
	Dog/ Advanced	6
<b>March</b>	Puppy	3
	Dog/ Advanced	3
<b>April</b>	Puppy	8
	Dog/ Advanced	10
<b>May</b>	Puppy	8
	Dog/ Advanced	6
<b>June</b>	Puppy	7
	Dog/ Advanced	3
<b>July</b>	Puppy	5
	Dog/ Advanced	8
<b>August</b>	Puppy	3
	Dog/ Advanced	5
<b>September</b>	Puppy	9
	Dog/ Advanced	2

Month	Class	2019 Participation
<b>October</b>	Puppy	3
	Dog/ Advanced	3
<b>November</b>	Puppy	3
	Dog/ Advanced	10
<b>December</b>	Puppy	10
	Dog/ Advanced	0
<b>Total</b>	<b>Puppy/ Dog/ Advanced</b>	<b>127</b>



# PARKS, TRAILS & OPEN SPACE PLAN

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City of Orting

## CHAPTER 3: DEMANDS AND NEEDS ANALYSIS

### INTRODUCTION

This chapter addresses the demands and needs of the City's parks, trails and open space system. It begins with a summary of the outreach effort results that undergird this plan and that create an understanding of the community's desires. The chapter then describes the City's level of service (LOS) standards and how the application of the LOS standards for parks, trails and open space result in land acquisition and development costs. These costs are met by a combination of tax revenues in the general fund, grants, dedications, and impact fees.

The *Parks, Trails, and Open Space Plan* (PTOS Plan) establishes the basis for City policies and regulations aimed at creating a long-term funding program for these needs.

### DEMANDS AND NEEDS ANALYSIS

The 2021 local public opinion survey and farmer's market outreach were used to identify shortfalls within the existing inventory, as well as improvements and new amenities park users desire. The outreach occurred from May 31 through August 31, 2021.

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#### **Farmer's Market Outreach**

The City conducted public outreach at the farmers markets which occurred every Friday from 3 pm to 7 pm at North Park. The City hosted a booth which informed the public about a multitude of topics but had an emphasis on the parks plan update and engaging with the public to receive feedback and input on the City's parks system.

There were two main participant activities to gather tangible input at the market. The first activity was a dot board. This asked participants to put a dot sticker on

their favorite or most used park within the City. At the end of the summer the dots were tallied, the results are as follows.

**Table 3.1: Farmer’s Market Dot Activity Results**

Park Name	Date and Votes Received					Total
	6/11*	6/18	7/16	7/30	8/27	
<b>City/ Main Park</b>	21	21	31	16	9	98
<b>Foothills Trails</b>	10	22	11	5	4	52
<b>Puyallup River</b>	10	11	4	3	6	34
<b>Calistoga Park</b>	6	5	6	6	4	27
<b>Charter (Skate) Park</b>	6	4	4	4	7	25
<b>Whitehawk Park</b>	6	4	7	7		24
<b>Carbon River</b>	n/a	12	5	2	1	20
<b>Calistoga-Dog Park</b>	n/a	4	2	3	4	13
<b>Village Green Neighborhood Parks</b>	n/a	2	3	3	1	9
<b>North Park</b>	2	3	1	1	1	8
<b>Rainier Meadows Park</b>	n/a	1	2	3	1	7
<b>Rivers Edge Neighborhood Parks</b>	n/a	1	1	2	0	4
<b>Gratzer Park</b>	2	0	0	1	0	3
<b>Triangle Park</b>	3					3
<b>Memorial park</b>	2					2
<b>Williams Park</b>	1					1
<b>3 Corners Park</b>	0					0

*\* The parks listed on this board (the first) were different from the subsequent weeks and included Williams, 3 corners, Triangle and Memorial Parks and did not include Village Green, Rivers Edge, or Rainier Meadows*

City Park was identified by 98 participants as their most used or favorite park. The Foothills Trail was the second most popular park with 52 votes, followed by the Puyallup River with 34 votes, Calistoga Park with 27 votes, Charter (skate) Park with 25, and Whitehawk Park with 24 votes.

The second activity asked people to provide input by writing on a sticky note what improvements they would like to see at specific parks, or for the parks system as a whole. Input received is as follows (categorized alphabetically) with numbers in parenthesis representing the number of additional times this suggestion was made:

- 3 corner park improvements
- Activities for kids in dog park
- Adult features
- Bathroom at Calistoga (+3)
- Bathrooms (+1)
- Bigger skate park
- BMX track improvements (+1)
- Carbon River Access
- Cement walkway between Calistoga and Puyallup River
- More ADA for older residents
- More playgrounds
- More swings
- New play chips
- Obstacles at dog park
- Pickle Ball Courts (+1)
- Puyallup River Access (+1)
- Remote control car park
- River Access (+2)
- Seating/shade at dog park

- Community pool (+4)
- Different play surfacing other than wood chips
- Dog park on North end of town
- Drinking fountain at skate park
- Drinking fountain near City park
- Drinking fountains (+1)
- Extra ball fields at Gratzner
- Fountains/ water features at parks
- Graffiti/ chalk clean up
- Kid stuff/ toys
- Large light show at City fountain
- Shade/ more trees at Whitehawk (+1)
- Shade shelters at parks (+1)
- Shelter/shade at Calistoga (+1)
- Small kid toys at City Park
- Splash Pad/ Park (+12)
- Summer activities/ programming
- Tennis courts (+1)
- Toddler area at city park
- Volleyball
- Wind chimes
- Zipline (+6)



*City Administrator Scott Larson and Public Works Director Greg Reed at the first Farmers Market of the season on June 11, 2021.*

The idea that was most frequently put forth was for a splash pad/park to be added to the parks system in the City. Calistoga Park received the most requested improvements including shade/shelter, permanent bathrooms, and paving the walkway between the park and the Puyallup River access. Other ideas that received support to be implemented at a park within the City included a zipline, community pool, improved river access, BMX track improvements, pickle ball and tennis courts, drinking

fountains, bathrooms, and additional shade at multiple parks.

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### Survey Results

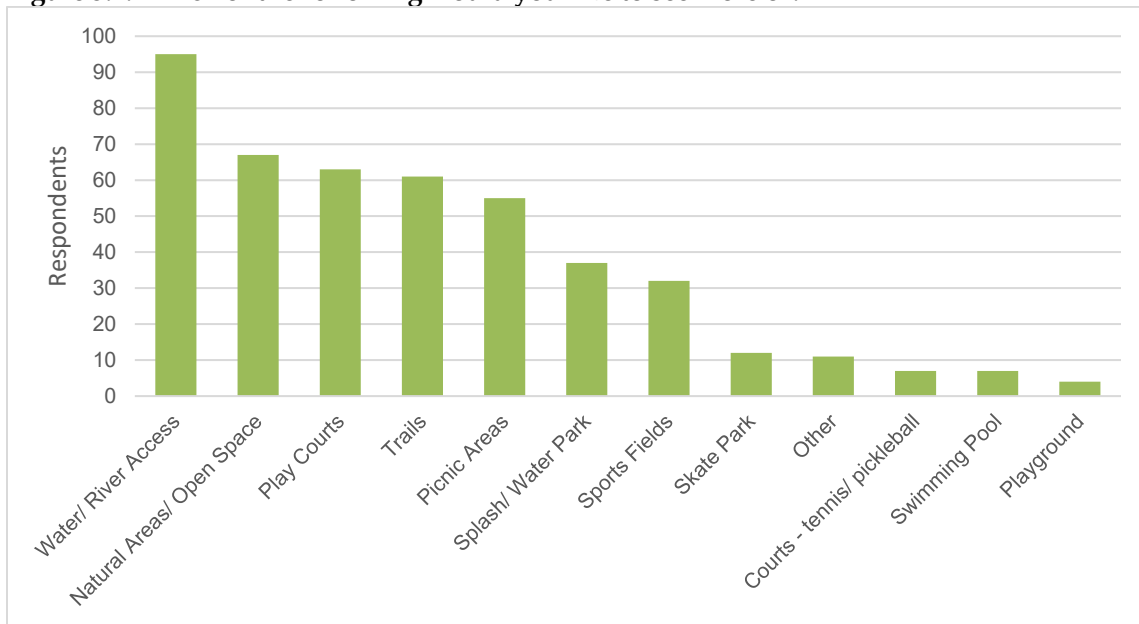
A public opinion survey was open for response over the summer. It was advertised on the City's website, Facebook page, and at the farmer's market. The survey included 17 questions, and asked participants to complete the survey based on their interactions with the City's parks prior to the onset of the COVID-19 pandemic (when parks were operating, maintained, and programmed as they typically had been in 2019). The survey focused on garnering input on how participants use the parks, what drives their selection of which parks to use, their impressions of the parks, as well as input on whether the parks system meets their needs and, if not, how it could be improved.

The survey was open from May 31 to August 31, 2021. A total of 182 responses were collected. The most common age group of those who responded was 35 to 44, followed by 25 to 34 and 45 to 54. The majority of respondents (80% or 145 people) reported having children in their household. Approximately 76% of respondents agreed or strongly agreed that Orting’s parks, trails, and recreation opportunities are an important reason for staying in Orting.

When asked what types of park facilities they used, the top three responses were trails (159), water/river access (155), and natural areas/open space (133). This was followed by picnic areas, play courts, sport fields, the skate park, and playgrounds.

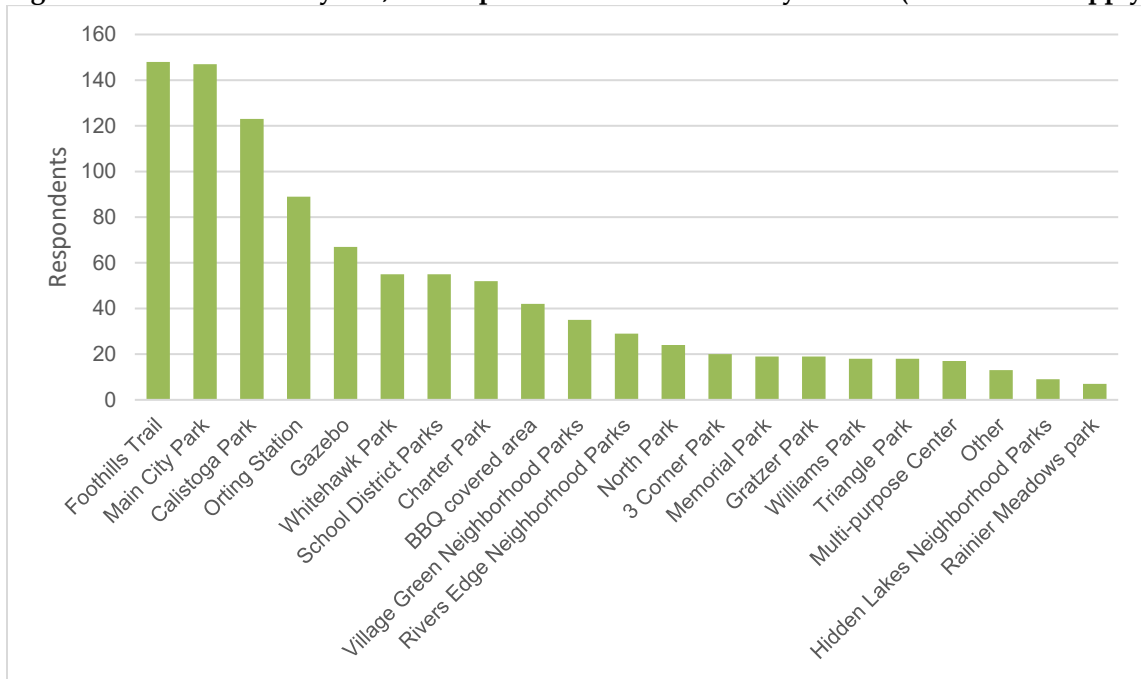
Respondents were asked what they would like to see more of, selecting up to three choices, 178 responded with the following:

**Figure 3.1: Which of the following would you like to see more of?**

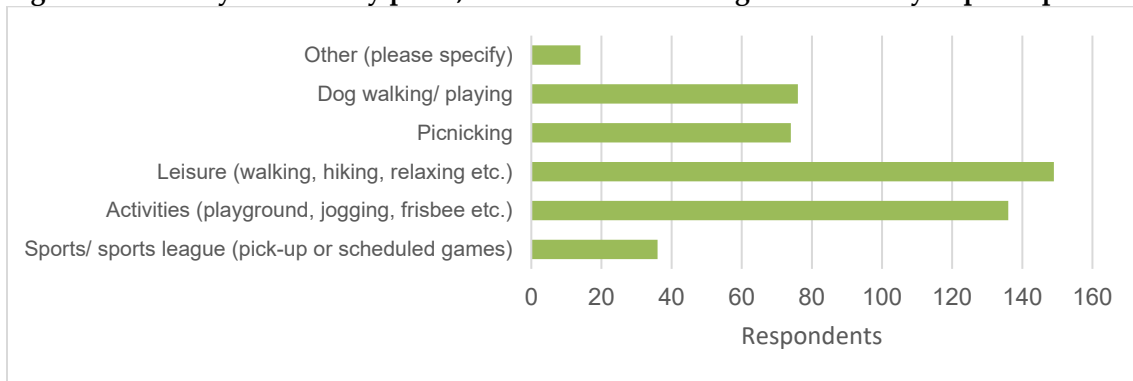


When asked which city owned park, they used the most, the results generally matched what was heard at the Farmers Market in that City Park and the Foothills Trail were the most heavily used followed by Calistoga Park. That question was followed up by asking what activity users participate in at the parks the most, allowing participants to select all answers that applied. The top two answers were leisure (walking, relaxing, etc.) and activities (playground, jogging, etc.).

**Figure 3.2: In the last two years, which parks and facilities have you used (select all that apply)?**



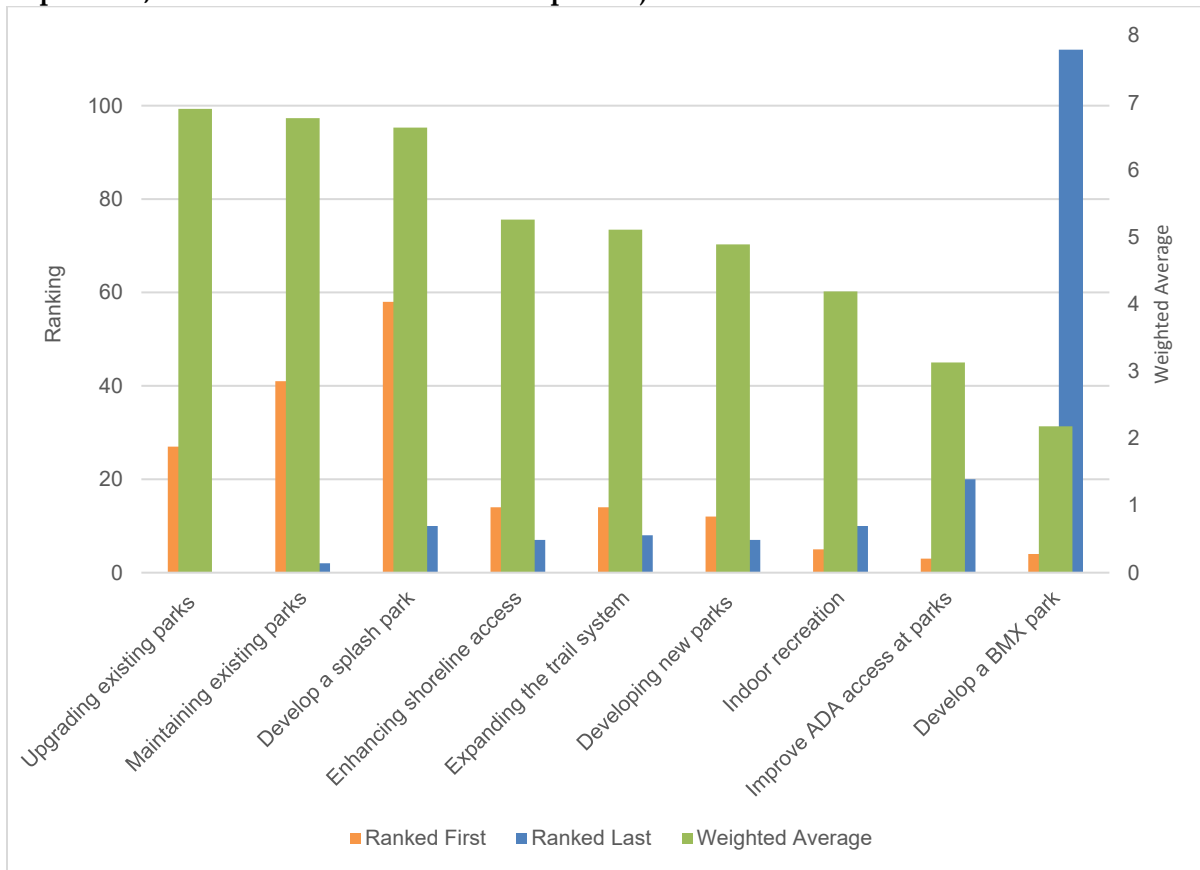
**Figure 3.3: When you visit City parks, which of the following activities do you participate in?**



Question 11 of the survey was evaluated by three different metrics. The question asked participants to rank nine items from most (1) to least (9) important to them based on what the City should focus its parks efforts and funding on. Developing a splash park was most frequently ranked as the most important by respondents followed by maintaining existing parks and upgrading existing parks. Developing a BMX park was most frequently ranked as the least important item on the list by participants. The question also included a weighted average score. This score is based on the number each person ranked each item which are then added together and averaged to get the average ranking for each item. The weighted average scores resulted in upgrading existing parks being the most important followed by maintaining existing parks and developing a splash park as the top three most important items.

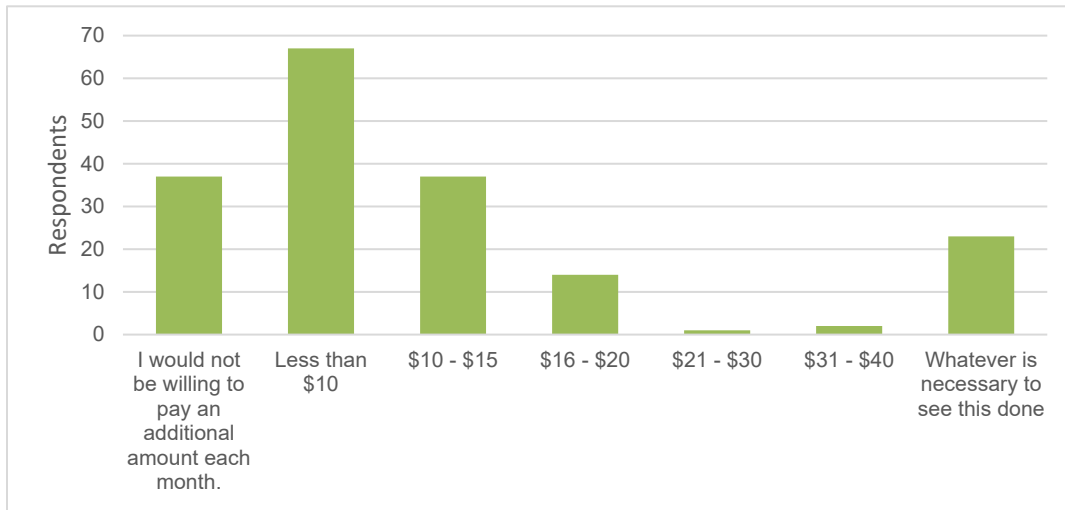


**Figure 3.4: What should the City focus its parks efforts and funding on (rank in order of importance, with number one as the most important)?**



One of the last questions of the survey asked participants if they would be willing to pay a certain amount of money each month in order for the City to get a multi-use park and/or recreation center. The majority of respondents indicated they'd be willing to pay less than \$10/month for such a development.

**Figure 3.5: How much would you be willing to pay per month (through a bond, or tax increase) for a multi-use park and/or recreation center?**



Participants who indicated they were willing to pay per month for a multi-use park and/or recreation center, were then asked on a subsequent question what they would most like to see at a multi-use park/recreation center. The highest ranked answer (both in weighted average and ranking) was a swimming pool, followed by a community/civic center, playground, athletic/play fields, indoor gym, and open space.

## LEVEL OF SERVICE

The Level of Service (LOS) standards provide the means for assessing and monitoring the capacity of city land and facilities to meet the demand of the citizens. Under state law and city ordinance, developers of new residences are responsible for meeting the demand for facilities and services that are created by the growth that they generate. This may come in the form of impact fees, land dedication, or site improvements negotiated during the permit process. In the case of current shortfalls of park land, trails, or recreation facilities resulting from city growth, but not addressed by prior developer fees or contributions, public funds will be necessary to pay for land acquisition and facilities.

The LOS standards in the City, up until this update, has relied on park type, categorizing parks as “neighborhood”, “mini” or “community” and combining all additional facilities under one standard for “fields and courts”. This approach was simple but had inherent flaws – mainly not reflecting how parks are actually used. For instance, City Park was classified as a neighborhood park, when it actually functions as a community park. The previous 2015 plan update indicated that the community was satisfied with the quantity of available parks and open space but wanted to see overall enhancements to the park system in the form of added

features and improvements to existing facilities. A similar trend was seen with the 2021 survey responses with results indicating citizens most want to see the current parks upgraded (most popular response) and maintained (second most popular response). As the City has limited space for additional parks it is appropriate to focus on metrics associated with facilities and amenities rather than park acreage per 1,000 population. This does not require adding park acreage and reflects the needs of the community shown in the responses to the community survey.

The new LOS standards used the benchmarks in the National Recreation and Park Association (NRPA) data and similar communities, as well as community feedback from previous surveys (such as in the last update when value was expressed for open space and natural areas; therefore, a LOS standard of 14 natural resource acres per 1,000 population was established and maintained in this update) to establish appropriate standards in the plan update. As updated, the LOS standards are:

**Table 3.2: Parks and Facilities Level of Service**

Type of Facility	LOS (facilities/population)
Softball/ Baseball Field	1/2,000 (softball) 1/2,000 (baseball)
Multi-Use Rectangular Field (e.g. soccer, football, lacrosse)	1/3,500
Basketball Courts (Two half courts are equivalent to one court)	1/3,500
Tennis/ Pickle/ Racquetball Courts	1/4,000
Playground/ Big Toy	1/1,000
Special Facilities (e.g. skate park, splash park, BMX park)	1/5,000
Trails	.25 miles/1,000
Natural Resource Areas/ Open Space	14 acres/ 1,000
Parkland	8 acres/1,000

## EXISTING AND FUTURE DEMAND

Current demand is determined based on the LOS standards and the current population. This demand is existing, and any deficiencies cannot be addressed by new impact fees. The 2022 demands are below.

**Table 3.3: Parks and Facilities Current Demand**

Type of Facility	LOS (facilities/ population*)	Demand	Current Supply**
Softball/	1/2,000 (softball)	4.52	4
Baseball Fields	1/2,000 (baseball)	4.52	3
Multi-Use Rectangular Field	1/3,500	2.58	3
Basketball Courts	1/3,500	2.58	7
Tennis/ Pickle/ Racquetball Courts	1/4,000	2.26	0
Playground/ Big Toy	1/1,000	9.04	10

Special Facilities	1/5,000	1.81	2
Trails	.25 miles/1,000	2.26	7.9
Natural Resource Areas/Open Space	14 acres/ 1,000	126.56	126.8
Parkland	8 acres/1,000	72.32	59.29
*Based on 2020 census population of 9,041			
** Includes private parks and school facilities			

Orting’s population is expected to reach 9,591 by the year 2044, a forecasted increase of 550 residents. These demands (the third column in Table 3.5) are only associated with forecasted growth and do not account for current unmet demand for parks and recreation facilities. Most of the future demand should be addressed through facility donations, impact fees, or other sources of funding. In planning for demand and needs, it is also important to consider how operations and maintenance of new facilities will be funded. Typically, this can be done through the general fund, or sometimes through levies and users’ fees. Here too, partnerships should be considered, such as using the resources of the school district to provide services or requiring homeowners’ associations take care of facilities within their communities.

**Table 3.5 – Future Demand, 2044**

Type of Facility	2044 Demand Total	2044 Demand Associated with Growth
Baseball Field	4.80	0.27
Softball Field	4.80	0.27
Multi-Use Rectangular Field	2.74	0.16
Basketball Courts	2.74	0.16
Tennis/ Pickle/ Racquetball Courts	2.40	0.14
Playground/ Big Toy	9.59	0.55
Special Facilities	1.92	0.11
Trails	2.40 miles	0.14 miles
Natural Resource Areas/Open Space	134.26 acres	7.70 acres
Parkland	76.72 acres	4.40 acres

## CURRENT NEEDS

The US Census has showed the City’s population to be 9,041 in 2020. The 2021 Pierce County Buildable Lands Report estimates the City’s population to increase by 550 to 9,591 by the year 2044.

Table 3.5 lists Orting’s current parks and recreation needs, presenting the demand, the current supply (based on the 2021 inventory), and the resulting surplus or need.

**Table 3.6 – Current Needs**

Type of Facility	LOS (facilities/ population)	Demand	City Supply	Private/ School Supply	Surplus (Need)
Softball/ Baseball Field	1/2,000 (softball)	4.52	2	2	0
	1/2,000 (baseball)	4.52	1	2	(1)
Multi-Use Rectangular Field	1/3,500	2.58	1	2	1
Basketball Courts	1/3,500	2.58	5	2	5
Tennis/ Pickle/ Racquetball Courts	1/4,000	2.26			(2)
Playground/ Big Toy	1/1,000	9.04	9	1	1
Special Facilities	1/5,000	1.81	2		0
Trails	.25 miles/1,000	2.26	7.9		5.64
Natural Resource Areas/Open Space	14 acres/ 1,000	126.56	126.8		0.24
Parkland	8 acres/ 1,000	72.32	49.0	10.26	(13.03)

*Based on 2020 population of 9,041*

Based on new growth, the current needs and existing shortfalls according to the LOS standards are:

- Adding tennis/pickle/racquetball parks to the City’s parks and facilities inventory as there are currently none.
- An additional baseball field is needed to meet the level of service demands, which has also been expressed as a community need as seen through the current reservation of fields demand.
- An increase in overall parkland throughout the City, through dedication of neighborhood spaces
- Continued improvements and updates to parks, fields, courts, and children’s play areas and equipment.

## COST ANALYSIS

The following indicates the range of costs that are associated with the current needs. These are based on the following assumptions:

- **Land** – Pierce County Assessor’s 2021 land values of 21 vacant parcels in and around Orting were investigated (four in the County surrounding the City, and 17 within City limits). In accordance with state law RCW 84.40.030, the land is valued at 100% of its true and fair market value taking into consideration the highest and best use of the property. These parcels range in

size from less than one fourth of an acre to over 48 acres. The assessed value in dollars per acre ranges from \$15,246 to nearly \$750,000 in the heart of the City. The average cost per acre is \$289,635. Site development costs vary considerably depending upon the types of facilities, requirements for drainage and utilities, and the finishes used.

- **Fields** – Development costs vary based on a number of factors including intended use, site constraints, vegetation, materials, and field amenities. A range of a \$650,000 to \$800,000 is anticipated dependent on the factors listed.
- **Courts** – Development costs vary based on intended use, site constraints, vegetation, materials, and land acquisition. In looking at comparable estimates for other jurisdictions, an assumed average development cost of \$260,000 per court located within a park would apply.

There are many variables including parcel configuration, proximity to utilities, location, and frontage improvements that can impact development costs. Methods to finance the construction of a new park or improvements to an existing park include the City’s general fund, bonds, levies, grants, or donations. In all cases except for grants and donations, the source of the funding would be taxes.

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### *IMPACT FEES*

For future growth to “pay its fair share,” impact fees must be based on the adopted LOS and a realistic estimate of the cost of land and facilities necessary to meet the demand. Park Impact Fees are established by City ordinance and administered through the development review process. Fees are collected prior to the issuance of a building permit. Impact fees can be amended periodically to reflect cost escalation or other factors that change over time.

The Orting Park Impact Fee is based on an established formula. The factors in the formula including average household size, level of service for overall parkland, parkland value, and trail land and improvement value. None of these factors had been updated since the original adoption of a PTOS plan by the City in 2003. To update the formula, the trail and parkland values were first evaluated based on updates to unit costs that have occurred from 2003 to 2021, this resulted in a fee that far exceeded that of neighboring jurisdictions and was therefore not used. The values were then alternatively updated on inflation from December 2003 (when the original impact fee was adopted) to September using data from the Bureau of Labor Statistics. The household size was updated based on census data, and the level of service based on the recommendations of this report. The updated values, household size, and parkland level of service resulted in a new park impact fee of \$1,492 per new household.

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## OTHER FUNDING

In order to finance current land acquisition and facility development needs, the City must initiate fund-raising through debt financing such as bond issues or levies, federal, state, or county grants, and private contributions. Partnerships with the Orting School District and the Lion's Club should also be pursued.

Orting is also fortunate in having dedicated volunteers who help with these responsibilities. This important contribution should be leveraged in the future.

Grants are also available, with the Washington State Recreation and Conservation Office (RCO) being a large source of funding. The RCO oversees a range of park and recreation grants, a major one being the Washington Wildlife and Recreation Program (WWRP) – Recreation. This fund provides resources for the design and construction of parks and recreation facilities such as local parks, trails, athletic facilities, and more. The completion of this plan fulfills the planning requirement that allows Orting to be eligible to apply for the WWRP grant. Other sources of funding and grants are available for applicable projects through ports in the region, the WA State Department of Ecology, the WA State Department of Commerce, Pierce County Conservation Futures and potentially various large, private corporations.

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## OPERATIONS AND MAINTENANCE COSTS

While this chapter deals primarily with capital costs and revenues, annual budgeting must acknowledge the City's responsibilities related to the operation and maintenance of parks and facilities, as well as providing recreation programs. The City has budgeted \$101,630 for 2022 parks supplies and services expenditures. Given the current inventory of 59.3 acres of total park land, the anticipated average cost per acre is \$1,713.41. This value excludes capital expenditures, salaries/wages/benefits, and transfers. As total park acreage increases, the annual budget should increase proportionately.

# PARKS, TRAILS & OPEN SPACE PLAN

City of Orting



## CHAPTER 4: GOALS AND POLICIES

Parks, trails, open space, and recreation goals and policies are consistent between the PTOS Plan and the Orting Comprehensive Plan. Updated policy language will be recommended to the Planning Commission and incorporated into the Comprehensive Plan during the 2022 annual comprehensive plan update. Goals and policies listed below are numbered as they appear in the Comprehensive Plan.

The 2022 PTOS Plan changed policy language to more accurately reflect community values and incorporate input received during the public involvement process. For instance, it was clear through outreach that City Park is the most well-loved and heavily used park in the City. Therefore, a new policy (CF 6.6) has been added to create a master plan for the park to guide future additions and amenities to ensure a comprehensive vision is in place for the park.

### Capital Facilities

**Goal CF 3** Ensure that the continued development and implementation of the Capital Improvement Program (CIP) reflects the policy priorities of the City Council.

**Policy CF 3.3** Policy CF 3.3 establishes the Level of Service (LOS) standards for City facilities and services including water supply, sanitary sewer, fire protection, police, and parks.

Parks, Trails and Open Space LOS: The following level of service standards shall apply to land and facilities:

Type of Facility	LOS (facilities/population)
Baseball/Softball Field	1/2,000 (softball) 1/2,000 (baseball)
Multi-Use Rectangular Field	1/3,500



<i>(e.g., soccer, football, lacrosse)</i>	
Basketball Courts <i>(Two half courts are equivalent to one court)</i>	1/3,500
Tennis/ Pickle Ball/ Racquetball Courts	1/4,000
Playground/ Big Toy	1/1,000
Special Facilities <i>(e.g., skate park, splash park, BMX park)</i>	1/5,000
Trails	.25 miles/1,000
Natural Resource Areas/ Open Space	14 acres/ 1,000
Parkland	8 acres/1,000

**Goal CF 6** Develop a system of parks and recreation facilities that is attractive, safe, and available to all segments of the population.

**Policy CF 6.1** Mitigate impacts on parks, trails, and the recreation system from new growth based on impact fees, land dedication, and/or facility donations based on the level of service standards.

**Policy CF 6.2** Cooperate and coordinate with the school district, other public agencies and private groups through the use of interlocal agreements and contracts to meet the recreation needs of the City.

**Policy CF 6.3** Support continued development of the Foothills Trail and related links and parks for bicycles, pedestrians and equestrians, running through Pierce County to Mount Rainier National Park.

**Policy CF 6.4** Develop a network of parks, open space and trails throughout the city for pedestrians, bicycles and equestrians, with priorities on:

- a. The dedication and development of lands which would link with the Foothills Trail, the downtown parks, the Puyallup and Carbon River waterfront corridors and a linkage across the Carbon River to the Cascadia trail system,
- b. Maintaining and improving the accessibility, usability, and safety of Orting’s parks and trails, and
- c. Sustaining community-wide efforts to improve public access to the Carbon and Puyallup Rivers at those points along the banks which best fulfill the criteria for education, accessibility and restoration as outlined in the 2009 Shoreline Master Program.

- Policy CF 6.5** Future park plans or remodels should prioritize barrier-free equipment additions, such as wheelchair swings, adaptive spinners, or the like where none currently exist.
- Policy CF 6.6** Create and periodically review and update a Master Plan for City Park to provide for cohesive development of the park.
- Policy CF 6.7** Work with Pierce County and applicable agencies to identify and help mitigate impacts to Calistoga Park.

**Land Use: Open Space and Recreation**

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- Goal OS 1** The Recreation/Open Space Land Use Category is intended to acknowledge and protect the City's public parks and open spaces through public and private initiatives including incentives, transfer of development rights, public land acquisition, greenways, conservation easements, and other techniques.
- Policy OS 1.1** The Recreation/Open Space district is for areas devoted to public recreational facilities such as parks and trails and areas that have been preserved as open spaces through a variety of open space programs.
- Policy OS 1.2** Recognize the important recreational and transportation roles played by regional bicycle trail systems, and support efforts to develop a coordinated system of greenway trails throughout the region.
- Policy OS 1.3** Promote the use of property tax reductions as an incentive to preserve desirable lands as a public benefit and encourage and support the participation of community-based non-profit organizations offering options and alternatives to development in the interest of preserving desirable lands as a public benefit.

To learn more about the content of the Comprehensive Plan, please contact City Hall or view the full document online at the City's website.

# PARKS, TRAILS & OPEN SPACE PLAN



City of Orting

## CHAPTER 5: CAPITAL IMPROVEMENT PROGRAM

A capital improvement program (CIP) identifies projects, approximate timeline, costs, and potential funding sources for various investments in the acquisition, development, or improvement of parks and recreation facilities for the next six years. The six-year timeline is dependent upon variables such as funding availability, grants, Council budget process, etc. Revisions may occur if opportunities arise to develop facilities or sites not on this list. Generally, these projects are those that have been identified as the highest priority through public outreach, parks board meetings, staff knowledge, and City Council input. In developing this list, the input listed above is taken into consideration as well as potential grant funds/cycles, potential long-term maintenance obligations attached to the projects, staff capacity, land availability, and funding.

### PLANNING ACTIVITY

This section describes the projects listed in Table 5.1, below.

Multiple of the projects listed in the previous plan's Capital Facility and Improvement Program have since been completed. Ones that are partially complete or currently underway are shown in the updated CIP as they have additional phases that require funding. The CIP also includes new projects that emerged as priorities from the public outreach.

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#### *Completed Projects*

- **Calistoga Park Improvements**  
A big toy, swings and other park equipment were installed by the Public Works Department and volunteers in 2019. Phase II of improvements is on hold due to County work on the Jones Levee.
- **Calistoga Setback Levee Trail**  
From Calistoga Park there is access to the Puyallup River levee. A trail was completed along the levee for the public to enjoy, it includes river access at points along the trail.

- **Gratzer Park Phase II**

This project included a multi-use rectangular field, walking path, and big toy and construction began in fall 2021.

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*Current PTOS CIP Projects*

- **Emergency Evacuation Bridge**

This project involves the construction of a bridge spanning SR 162 near Rocky Road NE. The City has a grant for two-thirds of the \$9 million project cost but is looking for the additional \$3 million in funds. This bridge will provide a safe pathway for Orting citizens and will enhance the City's disaster preparedness. The bridge connects to the Foothills Trail and will provide for easy and safe passage to the other side of SR 162 for pedestrians.

- **Gratzer Park Wetland Mitigation**

Phase I was installed by the City's contract engineer at Parametrix and the Public Works Department in spring 2021. Phase II is budgeted for \$20,000 and includes buffer and wetland enhancement plantings. The portion of the Phase II plantings along the setback levee, west of the soccer field will be completed in 2022. The rest of the plantings are likely to be delayed due to an associated City project and will be planted at a later date. The City hopes to have a school group or volunteer group complete the mitigation planting associated with Phase II.

- **City Park Gazebo Renovation**

A new roof was put on the gazebo after the last PTOS plan update. The next phase includes pressure washing and painting the gazebo which is slated to occur in 2022.

- **Fountain Improvements**

Improvements are planned for the fountain on the western corner of Washington Avenue and Calistoga Street at North Park. Upgrades to the fountain, would include concrete stamped to look like river rock, upgrades to the fountain and columns for water to shoot out of, a possible brick wall that would double as extra seating, and a plaque that would acknowledge donors of the original structure. This project has a cost estimate of \$15,000.

- **City Park Master Plan**

City Park is the most heavily used park within Orting. In the public outreach, it was clear it was a favorite park amongst most residents as well as people who live outside of town. Desired improvements for the park include adding a toddler play area, replacing the play surface, potentially locating the splash

pad within the park, an additional water fountain, restroom updates and more. A Master Plan, estimated at \$35,000 will express the City's overall vision for the park, identify necessary and desired improvements, and allow the park to be updated in a cohesive manner rather than through ad-hoc improvements.

- **Whitehawk Boulevard Trail Spur**

This project would extend the Foothills Trail spur that currently exists east of the Orting Middle School and runs parallel to Whitehawk Boulevard. This project is to extend the trail spur south to the intersection with Orting Avenue NW, follow the proposed Whitehawk Boulevard alignment south and connect to Calistoga St West at the intersection with Kansas Street SW. The spur would provide a connection for pedestrians to Soldier's Home via sidewalks. It is planned to occur as part of the Whitehawk Boulevard Extension project, the cost estimate is TBD at this time as the cost for the trail has not been separated out of the cost for the overall project.

- **City Park Parking Lot Paving**

The majority of the parking lots associated with the City's parks are not paved. Paving will aid in the City's efforts to be ADA friendly. The Parks Board has indicated that paving the parking lots is a priority and places City Park at the top of its list. The cost estimate of \$605,000 includes the paving, landscaping, and stormwater facilities (detention/retention and water quality).

- **PSE Power Line Easement Trail - Safe Routes to School**

Puget Sound Energy (PSE) owns right-of-way through Orting that contains a major power line. The right-of-way could be improved to form a connector trail between parks and Orting Middle and Elementary Schools (see the map in Figure 5.1) estimated at \$800,000. Trail improvements will be contingent on a liability agreement between PSE and the City of Orting. The Washington State Department of Transportation's Safe Routes to School program may be a potential funding source. Winning projects must demonstrate that the necessary groundwork has been laid to complete the project within the two-year grant cycle.

- **Splash Park/Pad**

A splash park, or spray pad, is a recreation area for water play that has little to no standing water. This was a popular desire expressed by the public both through the survey and the farmer's market outreach. It was also part of the previous parks plan update. A location for such a park would need to be identified by the City and Parks Board. The item would include design and construction. The cost estimate presented in Table 5.1 is a range that can vary

based on size of the splash pad, number of features, infrastructure upgrades and site improvements. The cost does not include land acquisition (it is assumed this would be located in an existing City park) and is based on the City of Puyallup’s spray park estimate which includes 8 spray features, seating, site work, water and drainage service. It is important to note the cost listed is just the capital cost, maintenance of the splash park is estimated between \$50-\$100k annually.

- **Baseball Field**

Baseball field reservations are made through the City. Staff has indicated that teams are often turned away, especially at popular times, as the fields are all booked. Additionally, the LOS metrics indicate the City does not have a sufficient number of baseball fields. This item includes identifying a location, design, and construction of a field in an existing park. The cost estimate is given as a range, \$650,000 - \$800,000 due to potential infrastructure upgrades, amount and type of amenities, and field specifications (size, turf vs grass, etc.).

- **Pump Track**

A pump track is a looped sequence of rollers and banked turns designed to maximize the biker’s momentum so that minimal pedaling is necessary. The Parks Board has been working on adding a pump track to the existing BMX Track at Charter Park (the skate park). The Board received presentations on the construction of such a park, which is recommended to be asphalt rather than dirt due to climate challenges. Grants are available through the National Recreation and Parks Association (NRPA) Grant. The NRPA grant is a competitive grant for which the City would need to provide a user engagement and design plan, which costs approximately \$7,500 to complete. The range shown in the CIP table includes design and construction of a smaller version up to a larger, higher end version.

The table below lists capital facility and improvement projects for the next 6 years.

**Table 5.1: Capital Facility and Improvement Program**

Project	Year	Cost Estimate	Funding
<b>Emergency Evacuation Bridge</b>	2022-2027	\$9,000,000	Grants, General Fund, REET
<b>Gratzer Park Wetland Mitigation</b>	2022 - 2026	\$20,000	General Fund, REET, Impact Fees
<b>City Park Gazebo Renovation</b>	2022	\$3,000	General Fund, REET, Impact Fees
<b>Fountain Improvements</b>	2022-2024	\$15,000	General Fund, REET, Impact Fees
<b>City Park Master Plan</b>	2023	\$35,000 - \$50,000	Grants, General Fund, REET

Project	Year	Cost Estimate	Funding
<b>Whitehawk Boulevard Trail Spur</b>	2024-2026	TBD	Grants, General Fund, REET
<b>City Park Parking Lot Paving</b>	2024-2026	\$605,000	Grants, General Fund, REET, Impact Fees
<b>PSE Power Line Easement Trail</b>	TBD	\$800,000	Grants, Impact Fees, General Fund, REET
<b>Splash Park</b>	TBD	\$350,000 - \$450,000	Impact Fees, Grants, Donations, General Fund, REET
<b>Baseball Field</b>	TBD	\$650,000 - \$800,000	Impact Fees, Grants, Donations, General Fund, REET
<b>Pump Track</b>	TBD	\$85,000 - \$175,000	Grants, Impact Fees, Donations, General Fund, REET

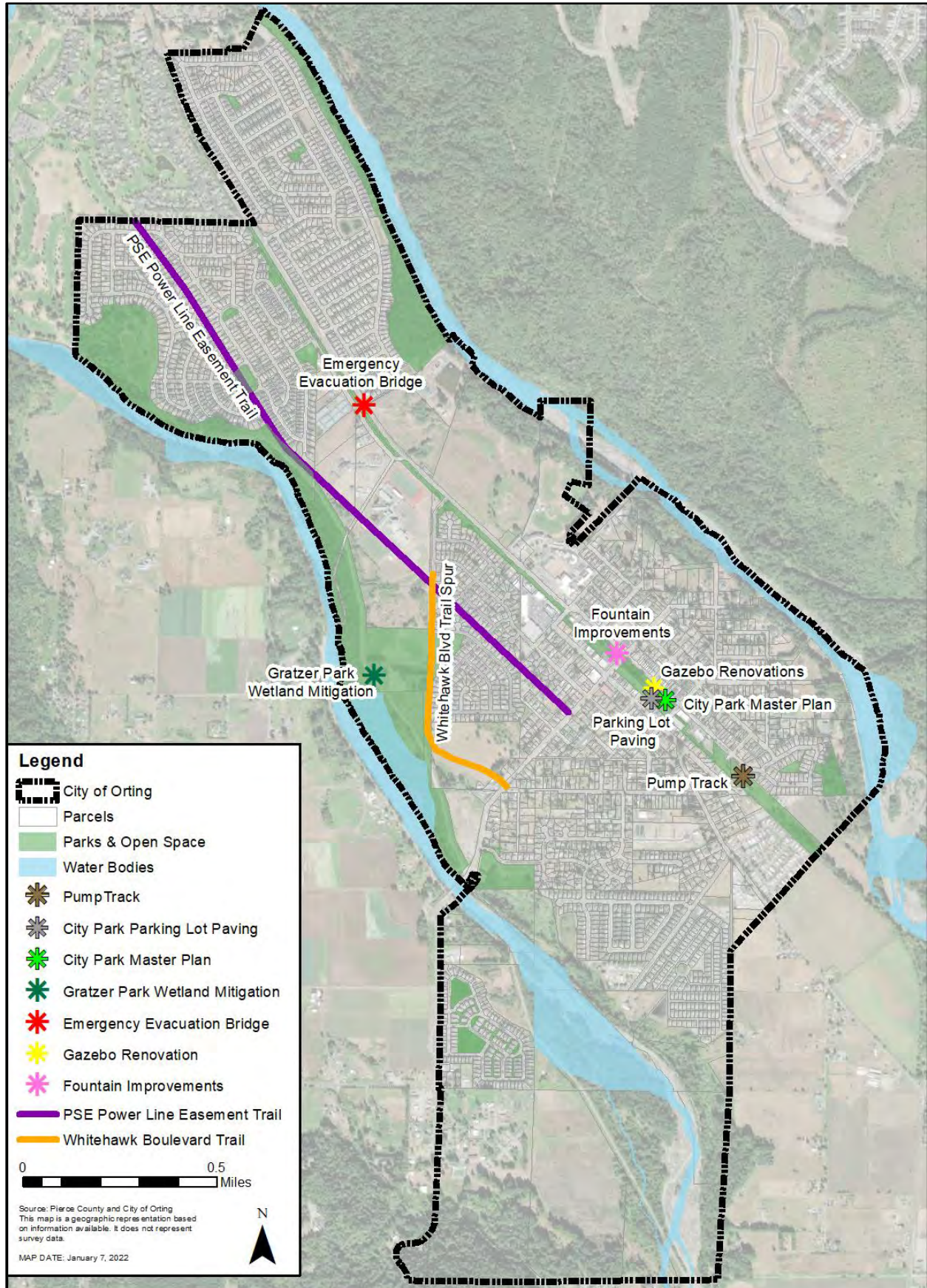
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### *Potential Future Projects*

Other preferences emerged from the public outreach. While they did not make it into the CIP, it is good to be aware of these preferences for future plan changes, or if applicable grant funding is available. They include:

- Improve river/ shoreline access.
- Additional shade, through trees or structures, at parks; specifically, Whitehawk and Calistoga.
- Increase indoor recreation opportunities.
- Improve ADA accessibility at all city parks.

Figure 5.1: CIP Projects Map







**City Of Orting  
Council Agenda Summary Sheet**

	<b>Agenda Bill #</b>	<b>Recommending Committee</b>	<b>Study Session Dates</b>	<b>Regular Meeting Dates</b>
<b>Subject: Award of 2021-2024 On-Call Professional Engineering Contract Agreements</b>	<b>AB22-04</b>	<b>Public Works 01.05.2022</b>	<b>01.19.2022</b>	<b>01.26.2022</b>
	<b>Department:</b> Public Works			
	<b>Date Submitted:</b> 12.28.2021			
	<b>Cost of Item:</b> <u>N/A</u>			
<b>Amount Budgeted:</b>		<u>N/A</u>		
<b>Unexpended Balance:</b>		<u>N/A</u>		
<b>Bars #:</b>		<u>N/A</u>		
<b>Timeline:</b>		Approval on 01.26.2022		
<b>Submitted By:</b>		Maryanne Zukowski, PE		
<b>Fiscal Note:</b> These contract agreements are for on-call professional engineering services.				
<b>Attachments:</b> Attachments Draft Agreements for Council approval for Mayor signatures.				
<b>SUMMARY STATEMENT:</b>				
<b>Background</b>				
<p>October 10, 2014, following a qualifications-based selection process, the City of Orting entered into a Professional Services Agreement with a Consultant for on-call professional engineering services as requested by the City. The original three-year term of the Agreement was extended via amendment to the Agreement, the 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 original, negotiated 2013/2014 billing rates without any increase.</p> <p>The term of the Agreement was extended via amendment to the Agreement until December 31, 2021 to allow the City to complete a new qualifications-based selection process for on-call professional engineering services. The contract was set to expire December 31, 2021. Consistent with public interest, Council approved a short-term contract for specific emergent On-Call Services expiring January 31, 2022 and specific on-going projects expiring December 31, 2022, until the process for a qualifications-based selection process is completed.</p>				
<b>Current Situation</b>				
<p>The City began the process of the qualifications-based selection process for on-call professional engineering services on September 21, 2021 pursuant to RCW 39.80.</p> <p><a href="https://www.cityoforting.org/Home/Components/News/News/163/84">https://www.cityoforting.org/Home/Components/News/News/163/84</a></p>				

October 22, 2021 staff received nine (9) Statements of Qualifications (SOQ)s varying in specific experience and qualifications. A hierarchy of scoring SOQs based on experience and qualifications was commenced to select a total of five (5) of the consultant teams for interviews.

December 8 – December 10, 2021 Interviews were conducted.

December 21, 2021 Staff completed ranking and scoring based on experience and qualifications.

### **Staff Recommendations**

Staff is recommending to execute two (2) On-Call “General Services” Professional Engineering Agreements for a period of three (3) years expiring December 31, 2024 with an option to extend a period of an additional three (3) years the following consulting firms.

- Parametrix
- SCJ Alliance

Additionally, staff is recommending one (1) On-Call “Survey Services” Professional Agreement for a period of three (3) years expiring December 31, 2024 with option to extend a period of an additional three (3) years the following surveying consulting firm.

- Bush, Roed & Hitchings, Inc.

Staff also recommends that the other two (2) firms that interviewed for On-Call “General Services” remain on a roster list for a period of three (3) years.

- MacKay & Sposito
- TetraTech

If alternative services are required by the City, other SOQs submitted will remain in an on-call services roster file, pending interviews for specific experience and qualifications selection.

### **Execution of Professional Engineering Contract Agreement Tasks**

The process for approval of contract tasks are as follows:

- Based on experience and qualifications, a single consultant awarded an On-Call Services Professional Engineering Agreement will be asked to negotiate a scope and fee for specific tasks.
- Scope and fee are presented to the Public Works Committee for recommendation for budget authorization at Council Study Session to forward to full Council for approval.
- If approved by Council Study Session to proceed: The scope and fee are presented to full Council for budget authorization and authorization for the Mayors signature.

In the unlikely event negotiations fail with a single consultant, negotiations proceed to the next qualified consultant.

More information on the required process can be found under Chapter [39.80](#) RCW

“CONTRACTS FOR ARCHITECTURAL AND ENGINEERING SERVICES” and Architecture and Engineering Contracts <https://mrsc.org/Home/Explore-Topics/Public-Works/Purchasing-and-Bidding/Purchasing-and-Bidding-for-Washington-State-Local/Architecture-Engineering-Contracts.aspx>

**RECOMMENDED ACTION: ACTION:**

Move to Regular City Council Meeting on January 26, 2022 as a consent agenda item with final Agreements.

**FUTURE MOTION: MOTION:**

To authorize the Mayor to execute two (2) On-Call "General Services" Professional Engineering Agreements for a period of three (3) years expiring December 31, 2024 with an option to extend a period of an additional three (3) years Parametrix and SCJ Alliance;

And one (1) On-Call "Survey Services" Professional Services Agreement for a period of three (3) years expiring December 31, 2024 with option to extend a period of an additional three (3) years Bush, Roed & Hitchings, Inc.

**CITY OF ORTING**  
**PROFESSIONAL SERVICES**  
**AGREEMENT FOR**

City of Orting

**"2021-2024 On-Call Professional Engineering Services"**

This Professional Services Agreement ("Agreement") is made between the City of Orting, a Washington municipal corporation ("City"), and Parametrix, Inc., a Washington corporation ("Contractor"). The City and Contractor (together "Parties") are located and do business at the below addresses which shall be valid for any notice required under this Agreement:

<b>Parametrix, Inc.:</b>  Roger Flint 1019 39 <sup>th</sup> Ave SE, Ste. 100 Puyallup, WA 98374  253.604.6600 rflint@parametrix.com	<b>CITY OF ORTING:</b>  Maryanne Zukowski, PE PO Box 489 104 Bridge St S Orting, WA 98360  360.893.9014 <a href="mailto:MZukowski@cityoforting.org">MZukowski@cityoforting.org</a>
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The Parties agree as follows:

- 1. TERM.** The term of this Agreement shall commence upon the effective date of this Agreement, which shall be the date of mutual execution, and shall continue until the completion of the Work, but in any event no later than **December 31, 2024** ("Term"). This Agreement may be extended for additional periods of time upon the mutual written agreement of the City and the Contractor.
- 2. SERVICES.** The Contractor shall perform the services more specifically described in Exhibit "A", attached hereto and incorporated by this reference ("Services"), in a manner consistent with the accepted professional practices for other similar services within the Puget Sound region in effect at the time those services are performed, performed to the City's satisfaction, within the time period prescribed by the City and pursuant to the direction of the Mayor or his or her designee. The Contractor warrants that it has the requisite training, skill, and experience necessary to provide the Services and is appropriately accredited and licensed by all applicable agencies and governmental entities, including but not limited to obtaining a City of Orting business registration. Services shall begin immediately upon the effective date of this Agreement. Services shall be subject, at all times, to inspection by and approval of the City, but the making (or failure or delay in making) such inspection or approval shall not relieve Contractor of responsibility for performance of the Services in accordance with this Agreement, notwithstanding the City's knowledge of defective or non-complying performance, its substantiality, or the ease of its discovery.
- 3. TERMINATION.** Either party may terminate this Agreement, with or without cause, upon providing the other party thirty (30) days written notice at its address set forth above. The City may terminate this Agreement immediately if the Contractor fails to maintain required insurance policies, breaches confidentiality, or materially violates Section 12; and such may result in ineligibility for further City agreements.
- 4. COMPENSATION.**

4.1 Amount. In return for the Services, the City shall pay the Contractor an amount not to exceed a maximum amount and according to a rate or method as delineated in Exhibit "B", attached hereto, and incorporated by this reference. The Contractor agrees that any hourly or flat rate charged by it for its services contracted for herein shall remain locked at the negotiated rate(s) for the Term. Except as otherwise provided in Exhibit "B", the Contractor shall be solely responsible for the payment of any taxes imposed by any lawful jurisdiction as a result of the performance and payment of this Agreement.

4.2 Method of Payment. On a monthly basis, the Contractor shall submit a voucher or invoice in the form specified by the City, including a description of what Services have been performed, the name of the personnel performing such Services, and any hourly labor charge rate for such personnel. The Contractor shall also submit a final bill upon completion of all Services. Payment shall be made on a monthly basis by the City only after the Services have been performed and within thirty (30) days after receipt and approval by the appropriate City representative of the voucher or invoice. If the Services do not meet the requirements of this Agreement, the Contractor will correct or modify the work to comply with the Agreement. The City may withhold payment for such work until the work meets the requirements of the Agreement.

4.3 Non-Appropriation of Funds. If sufficient funds are not appropriated or allocated for payment under this Agreement for any future fiscal period, the City will not be obligated to make payments for Services or amounts incurred after the end of the current fiscal period, and this Agreement will terminate upon the completion of all remaining Services for which funds are allocated. No penalty or expense shall accrue to the City in the event this provision applies.

## **5. INDEMNIFICATION.**

5.1 Contractor Indemnification. The Contractor agrees to release, indemnify, defend, and hold the City, its elected officials, officers, employees, agents, representatives, insurers, attorneys, and volunteers harmless from any and all claims, demands, actions, suits, causes of action, arbitrations, mediations, proceedings, judgments, awards, injuries, damages, liabilities, taxes, losses, fines, fees, penalties, expenses, attorney's fees, costs, and/or litigation expenses to or by any and all persons or entities, including, without limitation, their respective agents, licensees, or representatives; arising from, resulting from, or in connection with this Agreement or the negligent acts, errors or omissions of the Contractor in performance of this Agreement, except for that portion of the claims caused by the City's sole negligence. Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Contractor and the City, the Contractor's liability, including the duty and cost to defend, hereunder shall be only to the extent of the Contractor's negligence. Contractor shall ensure that each sub-contractor shall agree to defend and indemnify the City, its elected officials, officers, employees, agents, representatives, insurers, attorneys, and volunteers to the extent and on the same terms and conditions as the Contractor pursuant to this paragraph. The City's inspection or acceptance of any of Contractor's work when completed shall not be grounds to avoid any of these covenants of indemnification.

5.2 Industrial Insurance Act Waiver. It is specifically and expressly understood that the Contractor waives any immunity that may be granted to it under the Washington State industrial insurance act, Title 51 RCW, solely for the purposes of this indemnification. Contractor's indemnification shall not be limited in any way by any limitation on the amount of damages, compensation or benefits payable to or by any third party under workers' compensation acts, disability benefit acts or any other benefits acts or programs. The Parties acknowledge that they have mutually negotiated this waiver.

5.3 City Indemnification. The City agrees to release, indemnify, defend and hold the Contractor, its officers, directors, shareholders, partners, employees, agents, representatives, and sub-contractors harmless from any and all claims, demands, actions, suits, causes of action, arbitrations, mediations, proceedings, judgments, awards, injuries, damages, liabilities, losses, fines, fees, penalties expenses, attorney's fees, costs, and/or litigation expenses to or by any and all persons or entities, including without limitation, their respective agents, licensees, or representatives, arising from, resulting from or connected with this Agreement to the extent solely caused by the negligent acts, errors, or omissions of the City.

5.4 Survival. The provisions of this Section shall survive the expiration or termination of this Agreement with respect to any event occurring prior to such expiration or termination.

**6. INSURANCE**. The Contractor agrees to carry insurance for liability which may arise from or in connection with the performance of the services or work by the Contractor, their agents, representatives, employees, or subcontractors for the duration of the Agreement and thereafter with respect to any event occurring prior to such expiration or termination as follows:

6.1. Minimum Limits. The Contractor agrees to carry as a minimum, the following insurance, in such forms and with such carriers who have a rating that is satisfactory to the City:

a. Commercial general liability insurance covering liability arising from premises, operations, independent contractors, products-completed operations, stop gap liability, personal injury, bodily injury, death, property damage, products liability, advertising injury, and liability assumed under an insured contract with limits no less than \$2,000,000 for each occurrence and \$5,000,000 general aggregate.

b. Workers' compensation and employer's liability insurance in amounts sufficient pursuant to the laws of the State of Washington;

c. Automobile liability insurance covering all owned, non-owned, hired, and leased vehicles with a minimum combined single limit in the minimum amounts required to drive under Washington State law per accident for bodily injury, including personal injury or death, and property damage.

d. Professional liability insurance with limits no less than \$1,000,000 per claim and \$1,000,000 policy aggregate for damages sustained by reason of or in the course of operation under this Agreement, whether occurring by reason of acts, errors, or omissions of the Contractor.

6.2. No Limit of Liability. Contractor's maintenance of insurance as required by the agreement shall not be construed to limit the liability of the Contractor to the coverage provided by such insurance, or otherwise limit the City's recourse to any remedy available at law or in equity. The Contractor's insurance coverage shall be primary insurance as respect the City. Any insurance, self-insurance, or insurance pool coverage maintained by the City shall be excess of the Contractor's insurance and shall not contribute with it.

6.3. Additional Insured, Verification. The City shall be named as additional insured on all commercial general liability and professional liability insurance policies. Concurrent with the execution of this Agreement, Contractor shall provide certificates of insurance for all commercial general liability and professional liability policies attached hereto as Exhibit "C" and incorporated by this reference. At City's request, Contractor shall furnish the City with copies of all insurance policies and with evidence of payment of premiums or fees of such policies. If Contractor's insurance policies are "claims made," Contractor shall be required to maintain tail coverage for a minimum period of three (3) years from the date this Agreement is actually terminated or upon project completion and acceptance by the City.

6.4 **Survival.** The provisions of this Section shall survive the expiration or termination of this Agreement.

7. **CONFIDENTIALITY.** All information regarding the City obtained by Contractor in performance of this Agreement shall be considered confidential subject to applicable laws. Breach of confidentiality by the Contractor may be grounds for immediate termination. All records submitted by the city to the Contractor will be safeguarded by the Contractor. The Contractor will fully cooperate with the City in identifying, assembling, and providing records in case of any public records disclosure request.

8. **WORK PRODUCT.** All originals and copies of work product, including plans, sketches, layouts, designs, design specifications, records, files, computer disks, magnetic media or material which may be produced or modified by Contractor while performing the Work shall belong to the City upon delivery. The Contractor shall make such data, documents, and files available to the City and shall deliver all needed or contracted for work product upon the City's request. At the expiration or termination of this Agreement, all originals, and copies of any such work product remaining in the possession of Contractor shall be delivered to the City.

9. **PUBLIC RECORDS.** The Contractor agrees to maintain books, records, and documents which sufficiently and properly reflect all direct and indirect costs related to the performance of the Work and maintain such accounting procedures and practices as may be deemed necessary by the City to assure proper accounting of all funds paid pursuant to this Agreement. These records shall be subject, at all reasonable times, to inspection, review or audit by the City, its authorized representative, the State Auditor, or other governmental officials authorized by law to monitor this Agreement. If the City receives a public records request that implicates records maintained by the Contractor, upon notice from the City the Contractor shall provide the records requested by the City without cost to the City.

10. **INDEPENDENT CONTRACTOR.** The Parties intend that the Contractor shall be an independent contractor and that the Contractor has the ability to control and direct the performance and details of its work, the City being interested only in the results obtained under this Agreement. The City shall be neither liable nor obligated to pay Contractor sick leave, vacation pay or any other benefit of employment, nor to pay any social security or other tax which may arise as an incident of employment. Contractor shall take all necessary precautions and shall be responsible for the safety of its employees, agents, and subcontractors in the performance of the contract work and shall utilize all protection necessary for that purpose. All work shall be done at Contractor's own risk, and Contractor shall be responsible for any loss of or damage to materials, tools, or other articles used or held for use in connection with the work. The Contractor shall pay all income and other taxes due except as specifically provided in Section 4. Industrial or any other insurance that is purchased for the benefit of the City, regardless of whether such may provide a secondary or incidental benefit to the Contractor, shall not be deemed to convert this Agreement to an employment contract. If the Contractor is a sole proprietorship or if this Agreement is with an individual, the Contractor agrees to notify the City and complete any required form if the Contractor retired under a State of Washington retirement system and agrees to indemnify any losses the City may sustain through the Contractor's failure to do so.

11. **Conflict of Interest.** It is recognized that Contractor may or will be performing professional services during the Term for other parties; however, such performance of other services shall not conflict with or interfere with Contractor's ability to perform the Services. Contractor agrees to resolve any such conflicts of interest in favor of the City. Contractor confirms that Contractor does not have a business interest or a close family relationship with any City officer or employee who was, is, or will be involved in the Contractor's selection, negotiation, drafting, signing, administration, or evaluating the Contractor's performance.

**12. EQUAL OPPORTUNITY EMPLOYER.** In all services, programs, activities, hiring, and employment made possible by or resulting from this Agreement or any subcontract, there shall be no discrimination by Contractor or its subcontractors of any level, or any of those entities' employees, agents, subcontractors, or representatives against any person because of sex, age (except minimum age and retirement provisions), race, color, religion, creed, national origin, marital status, or the presence of any disability, including sensory, mental or physical handicaps, unless based upon a bona fide occupational qualification in relationship to hiring and employment. This requirement shall apply, but not be limited to the following: employment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. Contractor shall comply with and shall not violate any of the terms of Chapter 49.60 RCW, Title VI of the Civil Rights Act of 1964, the Americans with Disabilities Act, Section 504 of the Rehabilitation Act of 1973, 49 CFR Part 21, 21.5 and 26, or any other applicable federal, state, or local law or regulation regarding non-discrimination.

**13. GENERAL PROVISIONS.**

13.1 Interpretation and Modification. This Agreement, together with any attached Exhibits, contains all of the agreements of the Parties with respect to any matter covered or mentioned in this Agreement and no prior statements or agreements, whether oral or written, shall be effective for any purpose. Should any language in any Exhibits to this Agreement conflict with any language in this Agreement, the terms of this Agreement shall prevail. The respective captions of the Sections of this Agreement are inserted for convenience of reference only and shall not be deemed to modify or otherwise affect any of the provisions of this Agreement. Any provision of this Agreement that is declared invalid, inoperative, null and void, or illegal shall in no way affect or invalidate any other provision hereof and such other provisions shall remain in full force and effect. Any act done by either Party prior to the effective date of the Agreement that is consistent with the authority of the Agreement and compliant with the terms of the Agreement, is hereby ratified as having been performed under the Agreement. No provision of this Agreement, including this provision, may be amended, waived, or modified except by written agreement signed by duly authorized representatives of the Parties.

13.2 Assignment and Beneficiaries. Neither the Contractor nor the City shall have the right to transfer or assign, in whole or in part, any or all of its obligations and rights hereunder without the prior written consent of the other Party. If the non-assigning party gives its consent to any assignment, the terms of this Agreement shall continue in full force and effect and no further assignment shall be made without additional written consent. Subject to the foregoing, the rights and obligations of the Parties shall inure to the benefit of and be binding upon their respective successors in interest, heirs, and assigns. This Agreement is made and entered into for the sole protection and benefit of the Parties hereto. No other person or entity shall have any right of action or interest in this Agreement based on any provision set forth herein.

13.3 Compliance with Laws. The Contractor shall comply with and perform the Services in accordance with all applicable federal, state, local, and city laws including, without limitation, all City codes, ordinances, resolutions, regulations, rules, standards, and policies, as now existing or hereafter amended, adopted, or made effective. If a violation of the City's Ethics Resolution No. 91-54, as amended, occurs as a result of the formation or performance of this Agreement, this Agreement may be rendered null and void, at the City's option.

13.4 Enforcement. Time is of the essence of this Agreement and each and all of its provisions in which performance is a factor. Adherence to completion dates set forth in the description of the Services is



essential to the Contractor's performance of this Agreement. Any notices required to be given by the Parties shall be delivered at the addresses set forth at the beginning of this Agreement. Any notices may be delivered personally to the addressee of the notice or may be deposited in the United States mail, postage prepaid, to the address set forth above. Any notice so posted in the United States mail shall be deemed received three (3) days after the date of mailing. Any remedies provided for under the terms of this Agreement are not intended to be exclusive but shall be cumulative with all other remedies available to the City at law, in equity or by statute. The failure of the City to insist upon strict performance of any of the covenants and agreements contained in this Agreement, or to exercise any option conferred by this Agreement in one or more instances shall not be construed to be a waiver or relinquishment of those covenants, agreements, or options, and the same shall be and remain in full force and effect. Failure or delay of the City to declare any breach or default immediately upon occurrence shall not waive such breach or default. Failure of the City to declare one breach or default does not act as a waiver of the City's right to declare another breach or default. This Agreement shall be made in, governed by, and interpreted in accordance with the laws of the State of Washington. If the Parties are unable to settle any dispute, difference or claim arising from this Agreement, the exclusive means of resolving that dispute, difference, or claim, shall be by filing suit under the venue, rules and jurisdiction of the Pierce County Superior Court, Pierce County, Washington, unless the parties agree in writing to an alternative process. If the Pierce County Superior Court does not have jurisdiction over such a suit, then suit may be filed in any other appropriate court in Pierce County, Washington. Each party consents to the personal jurisdiction of the state and federal courts in Pierce County, Washington and waives any objection that such courts are an inconvenient forum. If either Party brings any claim or lawsuit arising from this Agreement, each Party shall pay all its legal costs and attorney's fees and expenses incurred in defending or bringing such claim or lawsuit, including all appeals, in addition to any other recovery or award provided by law; provided, however, however nothing in this paragraph shall be construed to limit the Parties' rights to indemnification under Section 5 of this Agreement.

13.5 Execution. Each individual executing this Agreement on behalf of the City and Contractor represents and warrants that such individual is duly authorized to execute and deliver this Agreement. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and with the same effect as if all Parties hereto had signed the same document. All such counterparts shall be construed together and shall constitute one instrument, but in making proof hereof it shall only be necessary to produce one such counterpart. The signature and acknowledgment pages from such counterparts may be assembled together to form a single instrument comprised of all pages of this Agreement and a complete set of all signature and acknowledgment pages. The date upon which the last of all of the Parties have executed a counterpart of this Agreement shall be the "date of mutual execution" hereof.

13.6 Certification Regarding Debarment, Suspension, and Ineligibility. The Contractor certifies that neither it nor its principals are presently debarred, declared ineligible, or voluntarily excluded from participation in transactions by any federal or state department/agency.

[Signature page follows]

IN WITNESS, the Parties execute this Agreement below, effective the last date written below.

CITY OF ORTING

Joshua Penner, Mayor

\_\_\_\_\_

ATTEST:

City Clerk, Kim Agfalvi

\_\_\_\_\_

DATE: \_\_\_\_\_

APPROVED AS TO FORM:

\_\_\_\_\_

City Attorney, Charlotte A. Archer

PARAMETRIX, INC.

By: \_\_\_\_\_ Printed Name: Roger Flint

Title: Chief Operations Officer

DATE: \_\_\_\_\_

STATE OF WASHINGTON)

) ss.

COUNTY OF \_\_\_\_\_)

On this day personally appeared before me \_\_\_\_\_, to me known to be the \_\_\_\_\_ of \_\_\_\_\_ that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that he/she was authorized to execute said instrument and that the seal affixed, if any, is the corporate seal of said corporation.

GIVEN my hand and official seal this \_\_\_\_\_ day of \_\_\_\_\_, 20\_.

Notary's signature \_\_\_\_\_

Notary's printed name \_\_\_\_\_

Notary Public in and for the State of Washington. My commission expires \_\_\_\_\_

## **EXHIBIT "A"**

### **SERVICES**

1. The Contractor shall do or provide the following:  
General On-Call Professional Engineering and Planning Services as described in the attached.

## EXHIBIT A- SCOPE OF WORK

### City of Orting On-Call Scope of Services

#### WATER SYSTEM PLANNING AND INFRASTRUCTURE

##### Planning, Design, Permitting, and Cost Estimating for the following:

- Transmission mains
- Distribution mains
- Water Services
- Treatment, Filtration, Storage and Pumping Facilities
- Motor starters and controls
- Supervisory Control and Data Acquisition (SCADA) and Telemetry
- Backup Power Generation
- Structural Engineering
- Electrical Engineering
- Comprehensive, Capital, and Facility Planning
- 3D Visualization
- Modeling
- Utility funding analysis
- PS&E Reviews

#### WASTEWATER SYSTEM PLANNING AND INFRASTRUCTURE

##### Planning, Design, Permitting, and Cost Estimating for the following:

- Collection mains
- Pump Stations
- Treatment
- Odor Control
- Biosolids outreach
- Backup Power Generation
- Process optimization
- Structural Engineering
- Electrical Engineering
- Motor starters and controls
- Supervisory Control and Data Acquisition (SCADA) and Telemetry
- Comprehensive, Capital, and Facility Planning
- 3D Visualization
- Modeling
- Utility funding analysis
- PS&E Reviews

## STORMWATER SYSTEM PLANNING AND INFRASTRUCTURE

### Planning, Design, Permitting, and Cost Estimating for the following:

- Collection/conveyance mains
- Pump Stations
- Treatment
- Retention/detention design
- Low Impact Development Design and Best Management Practices (BMP)
- NPDES permit assistance/coordination
- Erosion and sediment control
- Structural Engineering
- Electrical Engineering
- Motor starters and controls
- Supervisory Control and Data Acquisition (SCADA) and Telemetry
- Comprehensive, Capital, and Facility Planning
- Development reviews
- 3D Visualization
- Modeling
- Stormwater Site Plan (Drainage Report) Preparation
- Stormwater Pollution Prevention Plan Preparation
- Stormwater Quality Facilities
- Utility funding analysis
- PS&E Reviews

## FLOOD CONTROL PLANNING AND INFRASTRUCTURE

### Planning, Design, Permitting, and Cost Estimating for the following:

- Flood control structure planning, design, and permitting
- Assisting with City Community Rating System (CRS)
- Planning and coordination with local agencies such as Pierce County and local tribes.
- Advising City on flood control planning efforts
- Culverts, outfalls and fish passage
- Comprehensive, Capital, and Facility Planning
- Development reviews
- 3D Visualization
- PS&E Reviews

## TRANSPORTATION AND TRAFFIC ENGINEERING PLANNING AND INFRASTRUCTURE

### Planning, Design, Permitting, and Cost Estimating for the following:

- Pavement Management
- Roadway and Highway layout and design
- Non-motorized facilities
  - Trails
  - Sidewalks
  - ADA facilities
  - Shared use pathways
- Multi-modal transit centers

- Traffic Calming
- Transportation Modeling
- Traffic Impact Analysis
- Traffic Impact Fee Analysis
- Intersection control and layout
- Corridor studies and planning
- Bridges & Structures
- Traffic Engineering
- Comprehensive, Capital, and Facility Planning
- Development reviews
- 3D Visualization
- PS&E Reviews

## ENVIRONMENTAL AND PERMITTING

- Collection mains
- Pump Stations
- Treatment
- Odor Control
- Biosolids outreach
- Backup Power Generation
- Process optimization
- Structural Engineering
- Electrical Engineering
- Motor starters and controls
- Supervisory Control and Data Acquisition (SCADA) and Telemetry
- Comprehensive, Capital, and Facility Planning
- 3D Visualization
- Modeling
- Utility funding analysis
- Plan reviews change to PS&E Reviews

## ARCHEOLOGICAL/CULTURAL RESOURCES

## CONSTRUCTED WETLAND MONITORING

## FACILITY ENGINEERING, ELECTRICAL, INSTRUMENTATION AND CONTROLS (SCADA) AND ARCHITECTURE

- SCADA/Telemetry, programming and trouble shooting
- Backup power generation
- Motor controls
- Facility power
- General Electrical Engineering
- Structural Engineering
- Comprehensive, Capital, and Facility Planning
- Process troubleshooting and optimization
- Operations and Maintenance Manuals

## SURVEYING

- Topographic
- Boundary Line
- Property Descriptions
- Easement Descriptions
- Third Party PLS Review
- Cadastral Surveying
- Drone/aerial photogrammetry
- 3D Scanning & Modeling
- Alignment & Right-of-way
- Construction Staking
- Environmental Mapping

## GEOTECHNICAL ENGINEERING

## STRUCTURAL ENGINEERING

- Facilities
- Bridges
- Walls
- Tankage
- Slab design
- Structural Inspections
- Load rating analysis and certification
- Building design
- Embankment design

## RIGHT OF WAY ACQUISITION

## PUBLIC INVOLVEMENT/PUBLIC OUTREACH/GRAPHIC DESIGN

## CONSTRUCTION MANAGEMENT, CONSTRUCTION ENGINEERING, AND CONSTRUCTION OBSERVATION SERVICES

- Alternate Project Delivery
- Owners Representative
- Program Management
- Construction advertisement and award assistance
- Construction engineering reports

PARK PLANNING AND DESIGN

COMPREHENSIVE PLANNING

FACILITY PLANNING AND DESIGN

LAND USE PLANNING

ASSET MANAGEMENT

GIS

FUNDING ASSISTANCE

- Grant Application and Management

DEVELOPMENT REVIEW AND CONSTRUCTION OBSERVATION ASSISTANCE

SPECIAL PROJECTS\*

\*as assigned based on Qualifications Based Selection (QBS) per Task

*Subconsultant may support the Prime Consultant for specific tasks. Task Rate and Fee shall be negotiated for the total task to include any Subconsultant.*



**EXHIBIT "B"**

**COMPENSATION**

1. Total Compensation Not to Exceed (NTE) In return for the Services, the City shall pay the Contractor an amount not to exceed:  
**Per Negotiated Tasks Scope.**
  
2. Method of Compensation:  
**Hourly rates and reimbursables at cost + 10%.**  
**Reimbursables may include vehicle expenses, mileage, tolls, parking fees, reproduction costs, or delivery fees, if any.**  
**See Exhibit "B"**

**Parametrix Puget Sound Billing Rate Ranges - October 1, 2021 through September 30, 2022**

<b>Classification</b>	<b>Grade</b>	<b>Min/Max Rate</b>		<b>Classification</b>	<b>Grade</b>	<b>Min/Max Rate</b>	
CADD Operator I	8	\$100	\$120	Jr. Planner	8	\$100	\$120
CADD Operator II	9	\$110	\$130	Planner I	10	\$115	\$140
CADD Operator III	11	\$120	\$150	Planner II	11	\$120	\$150
CADD Supervisor/Technical Lead	12	\$130	\$160	Planner III	12	\$130	\$160
CADD Services Manager	14	\$150	\$180	Planner III	13	\$135	\$165
				Planner IV	14	\$155	\$185
Jr. Designer	8	\$100	\$120	Sr. Planner	15	\$170	\$210
Designer I	10	\$115	\$145	Sr. Planner	16	\$185	\$225
Designer II	11	\$125	\$155	Sr. Planner	17	\$200	\$240
Designer III	12	\$135	\$165				
Designer III	13	\$145	\$175	Jr. Scientist/Biologist	8	\$100	\$120
Designer IV	14	\$150	\$180	Scientist/Biologist I	10	\$115	\$140
Sr. Designer	15	\$165	\$205	Scientist/Biologist II	11	\$120	\$150
Sr. Designer	16	\$180	\$220	Scientist/Biologist III	12	\$130	\$160
Sr. Designer	17	\$195	\$235	Scientist/Biologist III	13	\$135	\$165
				Scientist/Biologist IV	14	\$155	\$185
Jr. Engineer	8	\$105	\$125	Sr. Scientist/Biologist	15	\$170	\$210
Engineer I	10	\$120	\$150	Sr. Scientist/Biologist	16	\$185	\$225
Engineer II	11	\$125	\$155	Sr. Scientist/Biologist	17	\$200	\$240
Engineer III	12	\$135	\$165				
Engineer III	13	\$150	\$180	Environmental Technician I	7-8	\$100	\$120
Engineer IV	14	\$160	\$200	Environmental Technician II	9	\$110	\$130
Sr. Engineer	15	\$180	\$220	Environmental Technician III	10	\$115	\$140
Sr. Engineer	16	\$195	\$235				
Sr. Engineer	17	\$210	\$260	Jr. Hydrogeologist	8	\$100	\$120
Sr. Consultant	18	\$235	\$285	Hydrogeologist I	10	\$115	\$140
Sr. Consultant	19	\$245	\$295	Hydrogeologist II	11	\$120	\$150
				Hydrogeologist III	12-13	\$135	\$165
Electrical Designer I	11	\$125	\$155	Hydrogeologist IV	14	\$155	\$185
Electrical Designer II	12	\$140	\$170	Sr. Hydrogeologist	15	\$170	\$210
Electrical Designer III	13	\$155	\$185	Sr. Hydrogeologist	16	\$185	\$225
Electrical Designer IV	14	\$160	\$195	Sr. Hydrogeologist	17	\$200	\$240
Sr. Electrical Designer	15-16	\$185	\$225				
Sr. Electrical Designer	17	\$205	\$250	GIS Technician	9	\$110	\$130
Electrical Engineer I	11	\$125	\$155	GIS Analyst	10	\$115	\$140
Electrical Engineer II	12	\$135	\$165	Sr. GIS Analyst	11	\$120	\$150
Electrical Engineer III	13	\$150	\$180				
Electrical Engineer IV	14-15	\$170	\$210	Graphic Designer	10-11	\$120	\$150
Sr. Electrical Engineer	16-17	\$195	\$235	Sr. Graphic Designer	12-13	\$135	\$165
Sr. Electrical Engineer	18	\$225	\$275				
				Publications Specialist I	8	\$95	\$115
Jr. Surveyor	8	\$100	\$120	Publications Specialist II	9-10	\$110	\$130
Surveyor I	9	\$110	\$130	Sr. Publications Specialist	10-11	\$115	\$145
Surveyor II	10	\$115	\$140	Publications Supervisor	12-13	\$130	\$160
Surveyor III	11	\$125	\$155	Technical Editor	10-11	\$120	\$150
Sr. Surveyor	12	\$135	\$165	Sr. Technical Editor	12-13	\$130	\$160
Sr. Surveyor	13	\$165	\$205				
Survey Supervisor	14-15	\$175	\$215	Technical Aide	7	\$90	\$110
Survey Supervisor	16-17	\$190	\$230	Sr. Technical Aide	8	\$100	\$120
Survey Prevailing Wage*				Project Coordinator	9	\$110	\$130
				Sr. Project Coordinator	10	\$115	\$140
Jr. Inspector	8	\$100	\$120	Project Controls Specialist	11	\$120	\$150
Construction Inspector	10-11	\$120	\$150	Sr. Project Controls Specialist	12-13	\$135	\$165
Sr. Construction Inspector	12-13	\$135	\$165				
Resident Engineer	13	\$145	\$175	Project Accountant	9	\$110	\$130
Resident Engineer	14	\$155	\$185	Sr. Project Accountant	10-11	\$120	\$150
Construction Manager I	12-14	\$155	\$185	Accounting Specialist	9	\$110	\$130
Construction Manager II	15-17	\$165	\$205	Sr. Accounting Specialist	10-11	\$115	\$140
Sr. Construction Manager	15	\$175	\$215				
Sr. Construction Manager	16-17	\$195	\$235	Admin Assistant	7	\$90	\$110
Owner's Representative	18-19	\$215	\$265	Sr. Admin Assistant	8	\$100	\$120
				Office Administrator	10-11	\$120	\$150
Division Manager	16-17	\$200	\$240	Sr. Office Administrator	12-13	\$130	\$160
Regional Division Manager	18-19	\$215	\$265	Office Administrative Manager	14-15	\$155	\$185
Operations Manager	16-17	\$200	\$240	Business Manager	15-16	\$165	\$205
Operations Manager	18-19	\$230	\$280	Sr. Contract Administrator	12-13	\$135	\$165
Program Manager	18-20	\$235	\$285	Director of Risk Management	20	\$255	\$315
Principal Consultant	19	\$230	\$280				
Principal Consultant	20	\$250	\$305	UAV Pilot	12-13	\$160	\$200
Vice President/Sr. Vice President	18-20	\$250	\$305	Expert Witness		\$355	\$435

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

**EXHIBIT "C"**  
**CERTIFICATE OF INSURANCE**



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

1/10/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> AssuredPartners Design Professionals Insurance Services, LLC 3697 Mt. Diablo Blvd Suite 230 Lafayette CA 94549	<b>CONTACT NAME:</b> Jennifer Aguirre <b>PHONE (A/C. No. Ext):</b> (510) 465-3090 <b>E-MAIL ADDRESS:</b> DesignProCerts@AssuredPartners.com	<b>FAX (A/C. No.):</b>
	<b>INSURER(S) AFFORDING COVERAGE</b>	
License#: 6003745 PARAINC-01	<b>INSURER A:</b> National Fire Insurance Co of Hartford <b>INSURER B:</b> Continental Insurance Company <b>INSURER C:</b> XL Specialty Insurance Co. <b>INSURER D:</b> Valley Forge Insurance Company <b>INSURER E:</b> Continental Casualty Company <b>INSURER F:</b>	<b>NAIC #</b> 20478 35289 37885 20508 20443

**COVERAGES**

CERTIFICATE NUMBER: 1535089303

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Contractual Liab <input checked="" type="checkbox"/> XCU Included GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input checked="" type="checkbox"/> OTHER: WA Stop Gap/EL	Y	Y	6050531366	11/1/2021	11/1/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 WA Stop Gap \$ 1,000,000
D	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	6050531352	11/1/2021	11/1/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 0	Y	Y	6050531433	11/1/2021	11/1/2022	EACH OCCURRENCE \$ 15,000,000 AGGREGATE \$ 15,000,000 \$
E	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	6050531383 6050531402	11/1/2021 11/1/2021	11/1/2022 11/1/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER WA Stop Gap E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Professional Liability Claims Made Pollution Liability Included		Y	DPR9984842	11/1/2021	11/1/2022	Per Claim \$ 1,000,000 Annual Aggregate \$ 1,000,000 Retroactive Date: 01/01/1969

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**

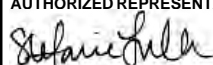
Umbrella Liability policy is a follow-form to underlying General Liability/Auto Liability/Employers Liability.

Project Name: On-Call Professional Engineering Services

Project Number: 999-1711-999

City of Orting, their officers, employees, and agents are named as Additional Insured on General Liability and Auto Liability, per policy forms, with respect to the operations of the Named Insured as required by written contract or agreement. General Liability is Primary/Non-Contributory per policy form wording.

**CERTIFICATE HOLDER****CANCELLATION 30 Days Notice of Cancellation**

City of Orting Attn: Maryanne Zukowski PO Box 489 104 Bridge Street S. Orting WA 98360	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
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**Blanket Additional Insured - Owners, Lessees or  
Contractors - with Products-Completed  
Operations Coverage Endorsement**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

It is understood and agreed as follows:

- I. The **WHO IS AN INSURED** section is amended to add as an **Insured** any person or organization whom the **Named Insured** is required by **written contract** to add as an additional insured on this **coverage part**, including any such person or organization, if any, specifically set forth on the Schedule attachment to this endorsement. However, such person or organization is an **Insured** only with respect to such person or organization's liability for:
- A. unless paragraph B. below applies,
    - 1. **bodily injury, property damage, or personal and advertising injury** caused in whole or in part by the acts or omissions by or on behalf of the **Named Insured** and in the performance of such **Named Insured's** ongoing operations as specified in such **written contract**; or
    - 2. **bodily injury or property damage** caused in whole or in part by **your work** and included in the **products-completed operations hazard**, and only if
      - a. the **written contract** requires the **Named Insured** to provide the additional insured such coverage; and
      - b. this **coverage part** provides such coverage.
  - B. **bodily injury, property damage, or personal and advertising injury** arising out of **your work** described in such **written contract**, but only if:
    - 1. this **coverage part** provides coverage for **bodily injury or property damage** included within the **products completed operations hazard**; and
    - 2. the **written contract** specifically requires the **Named Insured** to provide additional insured coverage under the 11-85 or 10-01 edition of CG2010 or the 10-01 edition of CG2037.
- II. Subject always to the terms and conditions of this policy, including the limits of insurance, the Insurer will not provide such additional insured with:
- A. coverage broader than required by the **written contract**; or
  - B. a higher limit of insurance than required by the **written contract**.
- III. The insurance granted by this endorsement to the additional insured does not apply to **bodily injury, property damage, or personal and advertising injury** arising out of:
- A. the rendering of, or the failure to render, any professional architectural, engineering, or surveying services, including:
    - 1. the preparing, approving, or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; and
    - 2. supervisory, inspection, architectural or engineering activities; or
  - B. any premises or work for which the additional insured is specifically listed as an additional insured on another endorsement attached to this **coverage part**.
- IV. Notwithstanding anything to the contrary in the section entitled **COMMERCIAL GENERAL LIABILITY CONDITIONS**, the Condition entitled **Other Insurance**, this insurance is excess of all other insurance available to the additional insured whether on a primary, excess, contingent or any other basis. However, if this insurance is required by **written**

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**Blanket Additional Insured - Owners, Lessees or  
Contractors - with Products-Completed  
Operations Coverage Endorsement**

**contract** to be primary and non-contributory, this insurance will be primary and non-contributory relative solely to insurance on which the additional insured is a named insured.

V. Solely with respect to the insurance granted by this endorsement, the section entitled **COMMERCIAL GENERAL LIABILITY CONDITIONS** is amended as follows:

The Condition entitled **Duties In The Event of Occurrence, Offense, Claim or Suit** is amended with the addition of the following:

Any additional insured pursuant to this endorsement will as soon as practicable:

1. give the Insurer written notice of any **claim**, or any **occurrence** or offense which may result in a **claim**;
2. except as provided in Paragraph IV. of this endorsement, agree to make available any other insurance the additional insured has for any loss covered under this **coverage part**;
3. send the Insurer copies of all legal papers received, and otherwise cooperate with the Insurer in the investigation, defense, or settlement of the **claim**; and
4. tender the defense and indemnity of any **claim** to any other insurer or self insurer whose policy or program applies to a loss that the Insurer covers under this **coverage part**. However, if the **written contract** requires this insurance to be primary and non-contributory, this paragraph (4) does not apply to insurance on which the additional insured is a named insured.

The Insurer has no duty to defend or indemnify an additional insured under this endorsement until the Insurer receives written notice of a **claim** from the additional insured.

VI. Solely with respect to the insurance granted by this endorsement, the section entitled **DEFINITIONS** is amended to add the following definition:

**Written contract** means a written contract or written agreement that requires the **Named Insured** to make a person or organization an additional insured on this **coverage part**, provided the contract or agreement:

- A. is currently in effect or becomes effective during the term of this policy; and
- B. was executed prior to:
  1. the **bodily injury** or **property damage**; or
  2. the offense that caused the **personal and advertising injury**for which the additional insured seeks coverage.

Any coverage granted by this endorsement shall apply solely to the extent permissible by law.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy, unless another effective date is shown below, and expires concurrently with said Policy.



Waiver of Transfer of Rights of Recovery Against Others to the Insurer Endorsement

This endorsement modifies insurance provided under the following:

- COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Person Or Organization:

ANY PERSON OR ORGANIZATION WHOM THE NAMED INSURED HAS AGREED IN WRITING IN A CONTRACT OR AGREEMENT TO WAIVE SUCH RIGHTS OF RECOVERY, BUT ONLY IF SUCH CONTRACT OR AGREEMENT:

- 1. IS IN EFFECT OR BECOMES EFFECTIVE DURING THE TERM OF THIS COVERAGE PART; AND
2. WAS EXECUTED PRIOR TO THE BODILY INJURY, PROPERTY DAMAGE OR PERSONAL AND ADVERTISING INJURY GIVING RISE TO THE CLAIM.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

It is understood and agreed that the condition entitled Transfer Of Rights Of Recovery Against Others To The Insurer is amended by the addition of the following:

Solely with respect to the person or organization shown in the Schedule above, the Insurer waives any right of recovery the Insurer may have against such person or organization because of payments the Insurer makes for injury or damage arising out of the Named Insured's ongoing operations or your work done under a contract with that person or organization and included in the products-completed operations hazard.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy, unless another effective date is shown below, and expires concurrently with said Policy.

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CONTRACTORS EXTENDED COVERAGE ENDORSEMENT - BUSINESS AUTO PLUS

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

**I. LIABILITY COVERAGE**

**A. Who Is An Insured**

The following is added to **Section II, Paragraph A.1., Who Is An Insured:**

1. a. Any incorporated entity of which the Named Insured owns a majority of the voting stock on the date of inception of this Coverage Form; provided that,
  - b. The insurance afforded by this provision **A.1.** does not apply to any such entity that is an **insured** under any other liability "policy" providing **auto** coverage.
2. Any organization you newly acquire or form, other than a limited liability company, partnership or joint venture, and over which you maintain majority ownership interest.

The insurance afforded by this provision **A.2.:**

- a. Is effective on the acquisition or formation date, and is afforded only until the end of the policy period of this Coverage Form, or the next anniversary of its inception date, whichever is earlier.
- b. Does not apply to:
  - (1) **Bodily injury** or **property damage** caused by an **accident** that occurred before you acquired or formed the organization; or
  - (2) Any such organization that is an **insured** under any other liability "policy" providing **auto** coverage.
3. Any person or organization that you are required by a written contract to name as an additional insured is an **insured** but only with respect to their legal liability for acts or omissions of a person, who qualifies as an **insured** under **SECTION II – WHO IS AN INSURED** and for whom Liability Coverage is afforded under this policy. If required by written contract, this insurance will be primary and non-contributory to insurance on which the additional insured is a Named Insured.
4. An **employee** of yours is an **insured** while operating an **auto** hired or rented under a contract or agreement in that **employee's** name, with your permission, while performing duties related to the conduct of your business.

"Policy", as used in this provision **A. Who Is An Insured**, includes those policies that were in force on the inception date of this Coverage Form but:

1. Which are no longer in force; or
2. Whose limits have been exhausted.

**B. Bail Bonds and Loss of Earnings**

**Section II, Paragraphs A.2. (2) and A.2. (4)** are revised as follows:

1. In **a.(2)**, the limit for the cost of bail bonds is changed from \$2,000 to \$5,000; and
2. In **a.(4)**, the limit for the loss of earnings is changed from \$250 to \$500 a day.





**C. Fellow Employee**

**Section II, Paragraph B.5** does not apply.

Such coverage as is afforded by this provision C. is excess over any other collectible insurance.

**II. PHYSICAL DAMAGE COVERAGE**

**A. Glass Breakage – Hitting A Bird Or Animal – Falling Objects Or Missiles**

The following is added to **Section III, Paragraph A.3.:**

With respect to any covered **auto**, any deductible shown in the Declarations will not apply to glass breakage if such glass is repaired, in a manner acceptable to us, rather than replaced.

**B. Transportation Expenses**

**Section III, Paragraph A.4.a.** is revised, with respect to transportation expense incurred by you, to provide:

- a. \$60 per day, in lieu of \$20; subject to
- b. \$1,800 maximum, in lieu of \$600.

**C. Loss of Use Expenses**

**Section III, Paragraph A.4.b.** is revised, with respect to loss of use expenses incurred by you, to provide:

- a. \$1,000 maximum, in lieu of \$600.

**D. Hired "Autos"**

The following is added to **Section III. Paragraph A.:**

**5. Hired "Autos"**

If Physical Damage coverage is provided under this policy, and such coverage does not extend to Hired Autos, then Physical Damage coverage is extended to:

- a. Any covered **auto** you lease, hire, rent or borrow without a driver; and
- b. Any covered **auto** hired or rented by your **employee** without a driver, under a contract in that individual **employee's** name, with your permission, while performing duties related to the conduct of your business.
- c. The most we will pay for any one **accident** or **loss** is the actual cash value, cost of repair, cost of replacement or \$75,000, whichever is less, minus a \$500 deductible for each covered auto. No deductible applies to **loss** caused by fire or lightning.
- d. The physical damage coverage as is provided by this provision is equal to the physical damage coverage(s) provided on your owned **autos**.
- e. Such physical damage coverage for hired **autos** will:
  - (1) Include loss of use, provided it is the consequence of an **accident** for which the Named Insured is legally liable, and as a result of which a monetary loss is sustained by the leasing or rental concern.
  - (2) Such coverage as is provided by this provision will be subject to a limit of \$750 per **accident**.

**E. Airbag Coverage**

The following is added to **Section III, Paragraph B.3.:**

The accidental discharge of an airbag shall not be considered mechanical breakdown.



**F. Electronic Equipment**

**Section III, Paragraphs B.4.c and B.4.d.** are deleted and replaced by the following:

- c. Physical Damage Coverage on a covered **auto** also applies to **loss** to any permanently installed electronic equipment including its antennas and other accessories
- d. A \$100 per occurrence deductible applies to the coverage provided by this provision.

**G. Diminution In Value**

The following is added to **Section III, Paragraph B.6.:**

Subject to the following, the **diminution in value** exclusion does not apply to:

- a. Any covered **auto** of the private passenger type you lease, hire, rent or borrow, without a driver for a period of 30 days or less, while performing duties related to the conduct of your business; and
- b. Any covered **auto** of the private passenger type hired or rented by your **employee** without a driver for a period of 30 days or less, under a contract in that individual **employee's** name, with your permission, while performing duties related to the conduct of your business.
- c. Such coverage as is provided by this provision is limited to a **diminution in value** loss arising directly out of accidental damage and not as a result of the failure to make repairs; faulty or incomplete maintenance or repairs; or the installation of substandard parts.
- d. The most we will pay for **loss** to a covered **auto** in any one accident is the lesser of:
  - (1) \$5,000; or
  - (2) 20% of the **auto's** actual cash value (ACV).

**III. Drive Other Car Coverage – Executive Officers**

The following is added to **Sections II and III:**

- 1. Any **auto** you don't own, hire or borrow is a covered **auto** for Liability Coverage while being used by, and for Physical Damage Coverage while in the care, custody or control of, any of your "executive officers", except:
  - a. An **auto** owned by that "executive officer" or a member of that person's household; or
  - b. An **auto** used by that "executive officer" while working in a business of selling, servicing, repairing or parking **autos**.

Such Liability and/or Physical Damage Coverage as is afforded by this provision.

- (1) Equal to the greatest of those coverages afforded any covered **auto**; and
- (2) Excess over any other collectible insurance.

- 2. For purposes of this provision, "executive officer" means a person holding any of the officer positions created by your charter, constitution, by-laws or any other similar governing document, and, while a resident of the same household, includes that person's spouse.

Such "executive officers" are **insureds** while using a covered **auto** described in this provision.

**IV. BUSINESS AUTO CONDITIONS**

**A. Duties In The Event Of Accident, Claim, Suit Or Loss**

The following is added to **Section IV, Paragraph A.2.a.:**



- (4) Your **employees** may know of an **accident** or **loss**. This will not mean that you have such knowledge, unless such **accident** or **loss** is known to you or if you are not an individual, to any of your executive officers or partners or your insurance manager.

The following is added to **Section IV, Paragraph A.2.b.:**

- (6) Your **employees** may know of documents received concerning a claim or **suit**. This will not mean that you have such knowledge, unless receipt of such documents is known to you or if you are not an individual, to any of your executive officers or partners or your insurance manager.

**B. Transfer Of Rights Of Recovery Against Others To Us**

The following is added to **Section IV, Paragraph A.5. Transfer Of Rights Of Recovery Against Others To Us:**

We waive any right of recovery we may have, because of payments we make for injury or damage, against any person or organization for whom or which you are required by written contract or agreement to obtain this waiver from us.

This injury or damage must arise out of your activities under a contract with that person or organization.

You must agree to that requirement prior to an **accident** or **loss**.

**C. Concealment, Misrepresentation or Fraud**

The following is added to **Section IV, Paragraph B.2.:**

Your failure to disclose all hazards existing on the date of inception of this Coverage Form shall not prejudice you with respect to the coverage afforded provided such failure or omission is not intentional.

**D. Other Insurance**

The following is added to **Section IV, Paragraph B.5.:**

Regardless of the provisions of Paragraphs **5.a.** and **5.d.** above, the coverage provided by this policy shall be on a primary non-contributory basis. This provision is applicable only when required by a written contract.

That written contract must have been entered into prior to **Accident** or **Loss**.

**E. Policy Period, Coverage Territory**

**Section IV, Paragraph B. 7.(5).(a).** is revised to provide:

- a. 45 days of coverage in lieu of 30 days.

**V. DEFINITIONS**

**Section V. paragraph C.** is deleted and replaced by the following:

**Bodily injury** means bodily injury, sickness or disease sustained by a person, including mental anguish, mental injury or death resulting from any of these.



WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule.

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

Any Person or Organization on whose behalf you are required to obtain this waiver of our right to recover from under a written contract or agreement.

The premium charge for the endorsement is reflected in the Schedule of Operations.

All other terms and conditions of the policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the policy issued by the designated Insurers, takes effect on the Policy Effective Date of said policy at the hour stated in said policy, unless another effective date (the Endorsement Effective Date) is shown below, and expires concurrently with said policy unless another expiration date is shown below.



BLANKET WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS

This endorsement changes the policy to which it is attached.

It is agreed that **Part One - Workers' Compensation Insurance G. Recovery From Others** and **Part Two - Employers' Liability Insurance H. Recovery From Others** are amended by adding the following:

We will not enforce our right to recover against persons or organizations. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

**PREMIUM CHARGE** - Refer to the Schedule of Operations

The charge will be an amount to which you and we agree that is a percentage of the total standard premium for California exposure. The amount is 2%.

All other terms and conditions of the policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the policy issued by the designated Insurers, takes effect on the Policy Effective Date of said policy at the hour stated in said policy, unless another effective date (the Endorsement Effective Date) is shown below, and expires concurrently with said policy unless another expiration date is shown below.

Form No: G-19160-B (11-1997)

Endorsement Effective Date:

Endorsement Expiration Date:

Policy No: WC 6 50531383 Policy

Endorsement No: 2; Page: 1 of 1

Underwriting Company: American Casualty Company of Reading, Pennsylvania, 151 N Franklin St,  
Chicago, IL 60606



POLICY DECLARATIONS

Named Insured and Mailing Address

**Named Insured:**  
PARAMETRIX, INC.

**Mailing Address:**  
1019 39TH AVE SE STE 100  
PUYALLUP, WA 98374-2115

Policy Information

**Policy Number:** 6050531433  
**Renewal of:** 6050531433  
**Insurer's Name and Address:**  
The Continental Insurance Company  
151 N Franklin St  
Chicago, IL 60606

Producer Information

**Producer:**  
AP DESIGN PROFESSIONALS INS SVC LLC  
3697 MT DIABLO BLVD STE 230  
LAFAYETTE, CA 94549-3745  
**Producer Code:** 250-084911

Policy Period

11/01/2021 to 11/01/2022 at 12:01 a.m. Standard Time at your mailing address.

Limits of Insurance

Each Incident Limit	\$15,000,000
Aggregate Limit	\$15,000,000
Aggregate Products-Completed Operations Hazard Limit	\$15,000,000
Policy Aggregate Limit	N/A
Crisis Management Expenses Aggregate Limit	\$300,000
Key Employee Replacement Expenses Aggregate Limit	\$100,000

Self-Insured Retention

Self-Insured Retention \$10,000



Schedule of Underlying Insurance

Underlying Insurer Policy Number Policy Period Note:	Underlying Insurance	Coverages	Limits of Insurance
National Fire Insurance Company of Hartford  6050531366  11/01/2021 to 11/01/2022	General Liability	Each Occurrence Limit  General Aggregate Limit Per Location : yes Per Project : yes Products/ Completed Operations Aggregate Limit Personal and Advertising Injury Liability Limit	\$1,000,000  \$2,000,000  \$2,000,000  \$1,000,000
Valley Forge Insurance Company  6050531352  11/01/2021 to 11/01/2022	Auto Liability	Combined Single Limit	\$1,000,000
Continental Casualty Company  6050531402  11/01/2021 to 11/01/2022	Employers Liability	Bodily Injury by Accident- Each Accident Limit  Bodily Injury by Disease - Policy Limit  Bodily Injury by Disease - Each Employee Limit	\$1,000,000  \$1,000,000  \$1,000,000



**CNA Paramount Excess and Umbrella Liability  
Policy Declarations**

<b>Underlying Insurer Policy Number Policy Period Note:</b>	<b>Underlying Insurance</b>	<b>Coverages</b>	<b>Limits of Insurance</b>
Continental Casualty Company 6050531383 11/01/2021 to 11/01/2022	Employers Liability	Bodily Injury by Accident- Each Accident Limit  Bodily Injury by Disease - Policy Limit  Bodily Injury by Disease - Each Employee Limit	\$1,000,000  \$1,000,000  \$1,000,000
IN ANY JURISDICTION, STATE, OR PROVINCE WHERE THE AMOUNT OF EMPLOYERS LIABILITY INSURANCE PROVIDED BY THE UNDERLYING INSURER(S) IS BY LAW "UNLIMITED", THE UNDERLYING EMPLOYERS LIABILITY LIMIT(S) SHOWN IN THE ABOVE SCHEDULE DO NOT APPLY AND NO COVERAGE SHALL BE PROVIDED FOR EMPLOYERS LIABILITY UNDER THIS POLICY.			
National Fire Insurance Company of Hartford 6050531366 11/01/2021 to 11/01/2022	Employee Benefits Liability	Each Employee Limit  Aggregate Limit	\$1,000,000  \$2,000,000
National Fire Insurance Company of Hartford 6050531366 11/01/2021 to 11/01/2022	Stop Gap Liability	Bodily Injury by Accident- Each Accident Limit  Bodily Injury by Disease - Policy Limit  Bodily Injury by Disease - Each Employee Limit	\$1,000,000  \$1,000,000  \$1,000,000





**CNA Paramount Excess and Umbrella Liability  
Policy Declarations**

<b>Underlying Insurer Policy Number Policy Period Note:</b>	<b>Underlying Insurance</b>	<b>Coverages</b>	<b>Limits of Insurance</b>
Continental Insurance Company PST 62 329 3559 11/01/2021 to 11/01/2022	Foreign General Liability	Each Occurrence Limit  General Aggregate Limit  Products/ Completed Operations Aggregate Limit Personal and Advertising Injury Liability Limit	USD (\$)1,000,000  USD (\$)2,000,000  USD (\$)2,000,000 USD (\$)1,000,000
Continental Insurance Company PST 62 329 3559 11/01/2021 to 11/01/2022	Foreign Auto Liability	Combined Single Limit	USD (\$)1,000,000
Continental Insurance Company PST 62 329 3559 11/01/2021 to 11/01/2022	Foreign Employers Liability	Bodily Injury by Accident- Each Accident Limit Bodily Injury by Disease - Policy Limit Bodily Injury by Disease - Each Employee Limit	USD (\$)1,000,000 USD (\$)1,000,000 USD (\$)1,000,000

Form No: CNA75501XX (03-2015)

Policy Declarations Page: 4 of 5

Underwriting Company: The Continental Insurance Company, 151 N Franklin St, Chicago, IL 60606

Policy No: CUE 6050531433

Policy Effective Date: 11/01/2021

Policy Page: 10 of 53



**CNA Paramount Excess and Umbrella Liability  
Policy Declarations**

<b>Underlying Insurer Policy Number Policy Period Note:</b>	<b>Underlying Insurance</b>	<b>Coverages</b>	<b>Limits of Insurance</b>
Continental Insurance Company PST 62 329 3559 11/01/2021 to 11/01/2022	Foreign Employee Benefits Liability	Each Occurrence Limit Aggregate Limit	USD (\$)1,000,000 USD (\$)1,000,000

**Forms and Endorsements Attached to this Policy**

**See SCHEDULE OF FORMS AND ENDORSEMENTS**

**Notices**

Form No: CNA75501XX (03-2015)  
Policy Declarations Page: 5 of 5

Underwriting Company: The Continental Insurance Company, 151 N Franklin St, Chicago, IL 60606

Policy No: CUE 6050531433  
Policy Effective Date: 11/01/2021  
Policy Page: 11 of 53

**CITY OF ORTING  
PROFESSIONAL SERVICES  
AGREEMENT FOR  
2021-2024 ORTING ON-CALL PROFESSIONAL ENGINEERING SERVICES**

This Professional Services Agreement ("Agreement") is made between the City of Orting, a Washington municipal corporation ("City"), and Shea, Carr & Jewell, Inc. (dba SCJ Alliance), a Washington corporation ("Contractor"). The City and Contractor (together "Parties") are located and do business at the below addresses which shall be valid for any notice required under this Agreement:

<p><b>SHEA, CARR &amp; JEWELL, INC:</b></p> <p>Lisa Reid, PE, PMP 1201 Third Avenue, Suite 550 Seattle, WA 98101</p> <p>(206) 739-5454 <a href="mailto:Lisa.Reid@SCJAlliance.com">Lisa.Reid@SCJAlliance.com</a></p>	<p><b>CITY OF ORTING:</b></p> <p>MaryAnne Zukowski, PE PO Box 489 104 Bridge St S Orting, WA 98360</p> <p>(360) 893-9014 <a href="mailto:MZukowski@cityoforting.org">MZukowski@cityoforting.org</a></p>
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The Parties agree as follows:

1. **TERM.** The term of this Agreement shall commence upon the effective date of this Agreement, which shall be the date of mutual execution, and shall continue until the completion of the Work, but in any event no later than **December 31, 2024** ("Term"). This Agreement may be extended for additional periods of time upon the mutual written agreement of the City and the Contractor.

2. **SERVICES.** The Contractor shall perform the services more specifically described in Exhibit "A", attached hereto and incorporated by this reference ("Services"), in a manner consistent with the accepted professional practices for other similar services within the Puget Sound region in effect at the time those services are performed, performed to the City's satisfaction, within the time period prescribed by the City and pursuant to the direction of the Mayor or his or her designee. The Contractor warrants that it has the requisite training, skill, and experience necessary to provide the Services and is appropriately accredited and licensed by all applicable agencies and governmental entities, including but not limited to obtaining a City of Orting business registration. Services shall begin immediately upon the effective date of this Agreement. Services shall be subject, at all times, to inspection by and approval of the City, but the making (or failure or delay in making) such inspection or approval shall not relieve Contractor of responsibility for performance of the Services in accordance with this Agreement, notwithstanding the City's knowledge of defective or non-complying performance, its substantiality or the ease of its discovery.

3. **TERMINATION.** Either party may terminate this Agreement, with or without cause, upon providing the other party thirty (30) days written notice at its address set forth above. The City may terminate this Agreement immediately if the Contractor fails to maintain required insurance policies, breaches confidentiality, or materially violates Section 12; and such may result in ineligibility for further City agreements.

4. **COMPENSATION.**

4.1 **Amount.** In return for the Services, the City shall pay the Contractor an amount not to exceed a maximum amount and according to a rate or method as delineated in Exhibit "B", attached hereto and incorporated by this reference. The Contractor agrees that any hourly or flat rate charged by it for its services contracted for herein shall remain locked at the negotiated rate(s) for the Term. Except as

otherwise provided in Exhibit "B", the Contractor shall be solely responsible for the payment of any taxes imposed by any lawful jurisdiction as a result of the performance and payment of this Agreement.

4.2 Method of Payment. On a monthly basis, the Contractor shall submit a voucher or invoice in the form specified by the City, including a description of what Services have been performed, the name of the personnel performing such Services, and any hourly labor charge rate for such personnel. The Contractor shall also submit a final bill upon completion of all Services. Payment shall be made on a monthly basis by the City only after the Services have been performed and within thirty (30) days after receipt and approval by the appropriate City representative of the voucher or invoice. If the Services do not meet the requirements of this Agreement, the Contractor will correct or modify the work to comply with the Agreement. The City may withhold payment for such work until the work meets the requirements of the Agreement.

4.3 Non-Appropriation of Funds. If sufficient funds are not appropriated or allocated for payment under this Agreement for any future fiscal period, the City will not be obligated to make payments for Services or amounts incurred after the end of the current fiscal period, and this Agreement will terminate upon the completion of all remaining Services for which funds are allocated. No penalty or expense shall accrue to the City in the event this provision applies.

## **5. INDEMNIFICATION.**

5.1 Contractor Indemnification. The Contractor agrees to release, indemnify, defend, and hold the City, its elected officials, officers, employees, agents, representatives, insurers, attorneys, and volunteers harmless from any and all claims, demands, actions, suits, causes of action, arbitrations, mediations, proceedings, judgments, awards, injuries, damages, liabilities, taxes, losses, fines, fees, penalties expenses, attorney's fees, costs, and/or litigation expenses to or by any and all persons or entities, including, without limitation, their respective agents, licensees, or representatives; arising from, resulting from, or in connection with this Agreement or the acts, errors or omissions of the Contractor in performance of this Agreement, except for that portion of the claims caused by the City's sole negligence. Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Contractor and the City, the Contractor's liability, including the duty and cost to defend, hereunder shall be only to the extent of the Contractor's negligence. Contractor shall ensure that each sub-contractor shall agree to defend and indemnify the City, its elected officials, officers, employees, agents, representatives, insurers, attorneys, and volunteers to the extent and on the same terms and conditions as the Contractor pursuant to this paragraph. The City's inspection or acceptance of any of Contractor's work when completed shall not be grounds to avoid any of these covenants of indemnification.

5.2 Industrial Insurance Act Waiver. It is specifically and expressly understood that the Contractor waives any immunity that may be granted to it under the Washington State industrial insurance act, Title 51 RCW, solely for the purposes of this indemnification. Contractor's indemnification shall not be limited in any way by any limitation on the amount of damages, compensation or benefits payable to or by any third party under workers' compensation acts, disability benefit acts or any other benefits acts or programs. The Parties acknowledge that they have mutually negotiated this waiver.

5.3 City Indemnification. The City agrees to release, indemnify, defend and hold the Contractor, its officers, directors, shareholders, partners, employees, agents, representatives, and sub-contractors harmless from any and all claims, demands, actions, suits, causes of action, arbitrations, mediations, proceedings, judgments, awards, injuries, damages, liabilities, losses, fines, fees, penalties expenses, attorney's fees, costs, and/or litigation expenses to or by any and all persons or entities, including without limitation, their respective agents, licensees, or representatives, arising from, resulting from or connected with this Agreement to the extent solely caused by the negligent acts, errors, or omissions of the City.

5.4 Survival. The provisions of this Section shall survive the expiration or termination of this Agreement with respect to any event occurring prior to such expiration or termination.

**6. INSURANCE**. The Contractor agrees to carry insurance for liability which may arise from or in connection with the performance of the services or work by the Contractor, their agents, representatives, employees or subcontractors for the duration of the Agreement and thereafter with respect to any event occurring prior to such expiration or termination as follows:

6.1. Minimum Limits. The Contractor agrees to carry as a minimum, the following insurance, in such forms and with such carriers who have a rating that is satisfactory to the City:

a. Commercial general liability insurance covering liability arising from premises, operations, independent contractors, products-completed operations, stop gap liability, personal injury, bodily injury, death, property damage, products liability, advertising injury, and liability assumed under an insured contract with limits no less than \$2,000,000 for each occurrence and \$5,000,000 general aggregate.

b. Workers' compensation and employer's liability insurance in amounts sufficient pursuant to the laws of the State of Washington;

c. Automobile liability insurance covering all owned, non-owned, hired and leased vehicles with a minimum combined single limits in the minimum amounts required to drive under Washington State law per accident for bodily injury, including personal injury or death, and property damage.

d. Professional liability insurance with limits no less than \$1,000,000 per claim and \$1,000,000 policy aggregate for damages sustained by reason of or in the course of operation under this Agreement, whether occurring by reason of acts, errors or omissions of the Contractor.

6.2. No Limit of Liability. Contractor's maintenance of insurance as required by the agreement shall not be construed to limit the liability of the Contractor to the coverage provided by such insurance, or otherwise limit the City's recourse to any remedy available at law or in equity. The Contractor's insurance coverage shall be primary insurance as respect the City. Any insurance, self-insurance, or insurance pool coverage maintained by the City shall be excess of the Contractor's insurance and shall not contribute with it.

6.3. Additional Insured, Verification. The City shall be named as additional insured on all commercial general liability and professional liability insurance policies. Concurrent with the execution of this Agreement, Contractor shall provide certificates of insurance for all commercial general liability and professional liability policies attached hereto as Exhibit "C" and incorporated by this reference. At City's request, Contractor shall furnish the City with copies of all insurance policies and with evidence of payment of premiums or fees of such policies. If Contractor's insurance policies are "claims made," Contractor shall be required to maintain tail coverage for a minimum period of three (3) years from the date this Agreement is actually terminated or upon project completion and acceptance by the City.

6.4 Survival. The provisions of this Section shall survive the expiration or termination of this Agreement.

**7. CONFIDENTIALITY**. All information regarding the City obtained by Contractor in performance of this Agreement shall be considered confidential subject to applicable laws. Breach of confidentiality by the Contractor may be grounds for immediate termination. All records submitted by the City to the Contractor will be safeguarded by the Contractor. The Contractor will fully cooperate with the City in identifying, assembling, and providing records in case of any public records disclosure request.

**8. WORK PRODUCT**. All originals and copies of work product, including plans, sketches, layouts, designs, design specifications, records, files, computer disks, magnetic media or material which may be produced or modified by Contractor while performing the Work shall belong to the City upon delivery. The Contractor shall make such data, documents, and files available to the City and shall deliver all needed or

contracted for work product upon the City's request. At the expiration or termination of this Agreement, all originals and copies of any such work product remaining in the possession of Contractor shall be delivered to the City.

**9. PUBLIC RECORDS.** The Contractor agrees to maintain books, records, and documents which sufficiently and properly reflect all direct and indirect costs related to the performance of the Work and maintain such accounting procedures and practices as may be deemed necessary by the City to assure proper accounting of all funds paid pursuant to this Agreement. These records shall be subject, at all reasonable times, to inspection, review or audit by the City, its authorized representative, the State Auditor, or other governmental officials authorized by law to monitor this Agreement. If the City receives a public records request that implicates records maintained by the Contractor, upon notice from the City the Contractor shall provide the records requested by the City without cost to the City.

**10. INDEPENDENT CONTRACTOR.** The Parties intend that the Contractor shall be an independent contractor and that the Contractor has the ability to control and direct the performance and details of its work, the City being interested only in the results obtained under this Agreement. The City shall be neither liable nor obligated to pay Contractor sick leave, vacation pay or any other benefit of employment, nor to pay any social security or other tax which may arise as an incident of employment. Contractor shall take all necessary precautions and shall be responsible for the safety of its employees, agents, and subcontractors in the performance of the contract work and shall utilize all protection necessary for that purpose. All work shall be done at Contractor's own risk, and Contractor shall be responsible for any loss of or damage to materials, tools, or other articles used or held for use in connection with the work. The Contractor shall pay all income and other taxes due except as specifically provided in Section 4. Industrial or any other insurance that is purchased for the benefit of the City, regardless of whether such may provide a secondary or incidental benefit to the Contractor, shall not be deemed to convert this Agreement to an employment contract. If the Contractor is a sole proprietorship or if this Agreement is with an individual, the Contractor agrees to notify the City and complete any required form if the Contractor retired under a State of Washington retirement system and agrees to indemnify any losses the City may sustain through the Contractor's failure to do so.

**11. Conflict of Interest.** It is recognized that Contractor may or will be performing professional services during the Term for other parties; however, such performance of other services shall not conflict with or interfere with Contractor's ability to perform the Services. Contractor agrees to resolve any such conflicts of interest in favor of the City. Contractor confirms that Contractor does not have a business interest or a close family relationship with any City officer or employee who was, is, or will be involved in the Contractor's selection, negotiation, drafting, signing, administration, or evaluating the Contractor's performance.

**12. EQUAL OPPORTUNITY EMPLOYER.** In all services, programs, activities, hiring, and employment made possible by or resulting from this Agreement or any subcontract, there shall be no discrimination by Contractor or its subcontractors of any level, or any of those entities' employees, agents, subcontractors, or representatives against any person because of sex, age (except minimum age and retirement provisions), race, color, religion, creed, national origin, marital status, or the presence of any disability, including sensory, mental or physical handicaps, unless based upon a bona fide occupational qualification in relationship to hiring and employment. This requirement shall apply, but not be limited to the following: employment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. Contractor shall comply with and shall not violate any of the terms of Chapter 49.60 RCW, Title VI of the Civil Rights Act of 1964, the Americans With Disabilities Act, Section 504 of the Rehabilitation Act of 1973, 49 CFR Part 21, 21.5 and 26, or any other applicable federal, state, or local law or regulation regarding non-discrimination.

**13. GENERAL PROVISIONS.**

13.1 Interpretation and Modification. This Agreement, together with any attached Exhibits, contains all of the agreements of the Parties with respect to any matter covered or mentioned in this Agreement and

no prior statements or agreements, whether oral or written, shall be effective for any purpose. Should any language in any Exhibits to this Agreement conflict with any language in this Agreement, the terms of this Agreement shall prevail. The respective captions of the Sections of this Agreement are inserted for convenience of reference only and shall not be deemed to modify or otherwise affect any of the provisions of this Agreement. Any provision of this Agreement that is declared invalid, inoperative, null and void, or illegal shall in no way affect or invalidate any other provision hereof and such other provisions shall remain in full force and effect. Any act done by either Party prior to the effective date of the Agreement that is consistent with the authority of the Agreement and compliant with the terms of the Agreement, is hereby ratified as having been performed under the Agreement. No provision of this Agreement, including this provision, may be amended, waived, or modified except by written agreement signed by duly authorized representatives of the Parties.

13.2 Assignment and Beneficiaries. Neither the Contractor nor the City shall have the right to transfer or assign, in whole or in part, any or all of its obligations and rights hereunder without the prior written consent of the other Party. If the non-assigning party gives its consent to any assignment, the terms of this Agreement shall continue in full force and effect and no further assignment shall be made without additional written consent. Subject to the foregoing, the rights and obligations of the Parties shall inure to the benefit of and be binding upon their respective successors in interest, heirs and assigns. This Agreement is made and entered into for the sole protection and benefit of the Parties hereto. No other person or entity shall have any right of action or interest in this Agreement based on any provision set forth herein.

13.3 Compliance with Laws. The Contractor shall comply with and perform the Services in accordance with all applicable federal, state, local, and city laws including, without limitation, all City codes, ordinances, resolutions, regulations, rules, standards and policies, as now existing or hereafter amended, adopted, or made effective. If a violation of the City's Ethics Resolution No. 91-54, as amended, occurs as a result of the formation or performance of this Agreement, this Agreement may be rendered null and void, at the City's option.

13.4 Enforcement. Time is of the essence of this Agreement and each and all of its provisions in which performance is a factor. Adherence to completion dates set forth in the description of the Services is essential to the Contractor's performance of this Agreement. Any notices required to be given by the Parties shall be delivered at the addresses set forth at the beginning of this Agreement. Any notices may be delivered personally to the addressee of the notice or may be deposited in the United States mail, postage prepaid, to the address set forth above. Any notice so posted in the United States mail shall be deemed received three (3) days after the date of mailing. Any remedies provided for under the terms of this Agreement are not intended to be exclusive, but shall be cumulative with all other remedies available to the City at law, in equity or by statute. The failure of the City to insist upon strict performance of any of the covenants and agreements contained in this Agreement, or to exercise any option conferred by this Agreement in one or more instances shall not be construed to be a waiver or relinquishment of those covenants, agreements or options, and the same shall be and remain in full force and effect. Failure or delay of the City to declare any breach or default immediately upon occurrence shall not waive such breach or default. Failure of the City to declare one breach or default does not act as a waiver of the City's right to declare another breach or default. This Agreement shall be made in, governed by, and interpreted in accordance with the laws of the State of Washington. If the Parties are unable to settle any dispute, difference or claim arising from this Agreement, the exclusive means of resolving that dispute, difference, or claim, shall be by filing suit under the venue, rules and jurisdiction of the Pierce County Superior Court, Pierce County, Washington, unless the parties agree in writing to an alternative process. If the Pierce County Superior Court does not have jurisdiction over such a suit, then suit may be filed in any other appropriate court in Pierce County, Washington. Each party consents to the personal jurisdiction of the state and federal courts in Pierce County, Washington and waives any objection that such courts are an inconvenient forum. If either Party brings any claim or lawsuit arising from this Agreement, each Party shall pay all its legal costs and attorney's fees and expenses incurred in defending or bringing such claim or lawsuit, including all appeals, in addition

to any other recovery or award provided by law; provided, however, however nothing in this paragraph shall be construed to limit the Parties' rights to indemnification under Section 5 of this Agreement.

13.5 Execution. Each individual executing this Agreement on behalf of the City and Contractor represents and warrants that such individual is duly authorized to execute and deliver this Agreement. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and with the same effect as if all Parties hereto had signed the same document. All such counterparts shall be construed together and shall constitute one instrument, but in making proof hereof it shall only be necessary to produce one such counterpart. The signature and acknowledgment pages from such counterparts may be assembled together to form a single instrument comprised of all pages of this Agreement and a complete set of all signature and acknowledgment pages. The date upon which the last of all of the Parties have executed a counterpart of this Agreement shall be the "date of mutual execution" hereof.

13.6 Certification Regarding Debarment, Suspension, and Ineligibility. The Contractor certifies that neither it nor its principals are presently debarred, declared ineligible, or voluntarily excluded from participation in transactions by any federal or state department/agency.

[Signature page follows]



IN WITNESS, the Parties execute this Agreement below, effective the last date written below.

CITY OF ORTING

Joshua Penner, Mayor

\_\_\_\_\_

ATTEST:

City Clerk, Kim Agfalvi

\_\_\_\_\_

DATE: \_\_\_\_\_

APPROVED AS TO FORM:

\_\_\_\_\_

City Attorney, Charlotte A. Archer

Shea, Carr & Jewell, Inc (dba SCJ Alliance)

By: \_\_\_\_\_ Printed Name: Lisa M. Reid Title: Principal

DATE: January 11, 2022

STATE OF WASHINGTON)

) ss.

COUNTY OF \_\_\_\_\_)

On this day personally appeared before me \_\_\_\_\_, to me known to be the \_\_\_\_\_ of \_\_\_\_\_ that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that he/she was authorized to execute said instrument and that the seal affixed, if any, is the corporate seal of said corporation.

GIVEN my hand and official seal this \_\_\_\_\_ day of \_\_\_\_\_, 20\_.

Notary's signature \_\_\_\_\_

Notary's printed name \_\_\_\_\_

Notary Public in and for the State of Washington. My commission expires \_\_\_\_\_

## EXHIBIT "A"

### SERVICES

1. The Contractor shall do or provide the following:

#### **Scope of Work**

Consultant shall provide professional Engineering services (Services) to the City of Orting (City) on an on-call basis. The general scope of services needed by the City of Orting typically includes, but is not limited to, the following services:

- ◆ Water System Planning and Infrastructure
- ◆ Wastewater System Planning and Infrastructure
- ◆ Stormwater System Planning and Infrastructure
  - ◆ Including ability to assist in NPDES Requirements
- ◆ Flood Control Planning and Infrastructure
  - ◆ Including Flood Plain Management and assisting with Community Rating System (CRS)
- ◆ Transportation and Traffic Engineering Planning and Infrastructure
- ◆ Pavement Management
- ◆ Environmental and Permitting
- ◆ Archaeological/Cultural Resources
- ◆ Constructed Wetland Monitoring
- ◆ Facility Engineering, Electrical, Instrumentation and Controls (SCADA), and Architecture
  - ◆ SCADA (includes making adjustments and troubleshooting)
- ◆ Surveying and mapping
- ◆ Civil Engineering
- ◆ Geotechnical / Geological
- ◆ Site Planning / Permitting / Development Review
- ◆ Construction Plans and Specifications
- ◆ Estimating
- ◆ Structural Engineering
- ◆ Right of Way Acquisition
- ◆ Public Involvement/Public Outreach/Graphic Design
- ◆ Construction Management, Construction Engineering, and Inspection Services for transportation, structural, and utility work

## **EXHIBIT "B" COMPENSATION**

1. Total Compensation: In return for the Services, the City shall pay the Contractor an amount not to exceed:  
**Per Negotiated Tasks Scope.**
2. Method of Compensation:

### **Hourly Rate:**

In consideration of the Contractor performing the Services, the City agrees to pay the Contractor an amount calculated on the basis of the hourly labor charge rate schedule for Contractor's personnel as shown in Exhibit B-1.

### **Reimbursable Expenses.**

In consideration of the Contractor performing the Services, the City agrees to pay the Contractor time & materials for actual expenses incurred by the Contractor as noted in Exhibit B-1.

The actual customary and incidental expenses incurred by Contractor in performing the Services described in Exhibit "A" and other reasonable costs; provided, however, that such costs shall be deemed reasonable in the City's sole discretion and shall not exceed the negotiated task per Council Approval.

### **Subcontractor Expenses.**

#### **Subcontractor Labor:**

Subconsultant labor shall be calculated on the basis of the hourly labor charge rate schedule for Contractor's personnel as shown in Exhibits B-2 through B-11 as noted below:

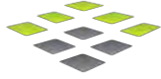
#### **Subcontractor (Services provided by each named Subcontractor) – Location of labor rates**

- 1 Alliance Geomatics (survey, right of way calculations, and mapping) – See Exhibit B-2
- **ESA Associates (environmental, biological, and cultural resources) – See Exhibit B-3**
- GeoEngineers (geotechnical) – See Exhibit B-4
- **Historical Research Associates (historical and cultural resources) – See Exhibit B-5**
- HWA Geosciences (geotechnical) – See Exhibit B-6
- **Jacobs Engineering (facility engineering, electrical, instrumentation and controls (SCADA), and architecture – See Exhibit B-7**
- Mtn2Coast (survey, right of way calculations, and mapping) – See Exhibit B-8
- Osborn Consulting Inc (drainage and flood control) – See Exhibit B-9
- Sargent Engineers (structural) – See Exhibit B-10
- Universal Field Services (right of way acquisition) – See Exhibit B-11

#### **Subcontractor Expenses:**

In consideration of the Contractor performing the Services, the City agrees to pay the Contractor time & materials for actual Subcontractor expenses incurred by the individual Subcontractors as shown in Exhibits B-2 through B-11 as noted above.

## EXHIBIT B-1



### SCJ Alliance Billing Rate Schedule – June 2021

Classification	Hourly Billing Rate
Principal	\$160.00 - \$360.00
Senior Consultant	\$135.00 - \$295.00
Senior Project Manager	\$160.00 - \$250.00
PM3 Project Manager	\$150.00 - \$220.00
PM2 Project Manager	\$125.00 - \$195.00
PM1 Project Manager	\$100.00 - \$155.00
Senior Engineer	\$140.00 - \$190.00
E4 Engineer	\$120.00 - \$170.00
E3 Engineer	\$105.00 - \$155.00
E2 Engineer	\$100.00 - \$150.00
E1 Engineer	\$90.00 – \$120.00
Senior Landscape Architect	\$115.00 - \$155.00
L4 Landscape	\$105.00 - \$135.00
L3 Landscape	\$95.00 - \$125.00
L2 Landscape	\$90.00 - \$120.00
L1 Landscape	\$80.00 - \$110.00
Senior Planner	\$125.00 - \$205.00
P4 Planner	\$110.00 - \$160.00
P3 Planner	\$100.00 - \$140.00
P2 Planner	\$85.00 - \$130.00
P1 Planner	\$75.00 - \$110.00
Senior Technician	\$115.00 - \$155.00
T4 Technician	\$110.00 - \$140.00
T3 Technician	\$95.00 - \$135.00
T2 Technician	\$85.00 - \$125.00
T1 Technician	\$80.00 - \$110.00
Construction Inspector	\$75.00 - \$105.00
Graphic Designer	\$100.00 - \$140.00
Project Coordinator II	\$100.00 - \$140.00
Project Coordinator I	\$80.00 - \$110.00
Project Accountant	\$100.00 - \$185.00
Intern	\$70.00 - \$90.00
<b>Other Fees:</b>	
<ul style="list-style-type: none"> <li>• Mileage, direct project expenses, and reproduction costs are billed at cost</li> </ul>	



## 2022 Rate Sheet

(Until 01 July 2022)

Position/Classification	Hourly Rate
Principal Surveyor	\$241
Project Manager	\$159
Quality Manager	\$135
Project Surveyor	\$127
CADD 5	\$109
CADD 4	\$104
TECH 5	\$109
TECH 3	\$93
Assist PM	\$99
Admin/Accounting	\$99

ODC's
<b>Mileage/Per Diem/Lodging per GSA</b>
<b>2022 3D Laser Scanner Rates</b>
\$1872 for 1 day. Includes scanner and both software packages.
\$2808 for 2 days. Includes scanner and both software packages.
\$3896 for 1 week. Includes scanner and both software packages.

**EXHIBIT B-4**

**GeoEngineers, Inc.  
City of Orting 2022-2024 OnCall  
Category Ranges as of December 31, 2021**

Position Title	Direct Labor Rates Rate per Hour		Overhead - 197.12%		Fixed Fee - 30%		Total	
	Min	Max	Min	Max	Min	Max	Min	Max
Senior Principal	\$84.42	\$98.79	\$166.41	\$194.73	\$25.33	\$29.64	\$276.15	\$323.16
Principal	\$74.19	\$85.23	\$146.24	\$168.01	\$22.26	\$25.57	\$242.69	\$278.80
Associate	\$58.89	\$73.18	\$116.08	\$144.25	\$17.67	\$21.95	\$192.64	\$239.39
Senior Engineer/Scientist 2	\$46.78	\$67.52	\$92.21	\$133.10	\$14.03	\$20.26	\$153.03	\$220.87
Senior Engineer/Scientist 1	\$46.83	\$53.80	\$92.31	\$106.05	\$14.05	\$16.14	\$153.19	\$175.99
Project Engineer/Scientist 2	\$41.35	\$48.34	\$81.51	\$95.29	\$12.41	\$14.50	\$135.26	\$158.13
Project Engineer/Scientist 1	\$34.95	\$44.50	\$68.89	\$87.72	\$10.49	\$13.35	\$114.33	\$145.57
Staff 3 Engineer/Scientist	\$31.83	\$39.13	\$62.74	\$77.13	\$9.55	\$11.74	\$104.12	\$128.00
Staff 2 Engineer/Scientist	\$27.16	\$36.92	\$53.54	\$72.78	\$8.15	\$11.08	\$88.85	\$120.77
Staff 1 Engineer/Scientist	\$25.97	\$35.34	\$51.19	\$69.66	\$7.79	\$10.60	\$84.95	\$115.60
CAD Design Coordinator	\$36.78	\$55.35	\$72.50	\$109.11	\$11.03	\$16.61	\$120.31	\$181.06
CAD Designer	\$27.10	\$39.00	\$53.42	\$76.88	\$8.13	\$11.70	\$88.65	\$127.58
CAD Technician	\$24.63	\$33.14	\$48.55	\$65.33	\$7.39	\$9.94	\$80.57	\$108.41
Lead Technician	\$28.64	\$34.27	\$56.46	\$67.55	\$8.59	\$10.28	\$93.69	\$112.10
Senior Technician	\$23.39	\$28.15	\$46.11	\$55.49	\$7.02	\$8.45	\$76.51	\$92.08
Technician	\$20.70	\$24.39	\$40.80	\$48.08	\$6.21	\$7.32	\$67.71	\$79.78
Administrator 3	\$28.24	\$46.31	\$55.67	\$91.29	\$8.47	\$13.89	\$92.38	\$151.49
Administrator 2	\$23.07	\$35.67	\$45.48	\$70.31	\$6.92	\$10.70	\$75.47	\$116.68
Administrator 1	\$19.58	\$27.54	\$38.60	\$54.29	\$5.87	\$8.26	\$64.05	\$90.09

Note: Invoiced labor rates may be less than the Low rate shown but may not exceed the NTE Rate.

## HWA GEOSCIENCES INC.

## 2022 BILLING RATES

EMPLOYEE	TITLE	BILLING RATE
Anna Ataman	Administrative Support	\$83.00
Stephanie Sesma	Administrative Support	\$95.00
Catherine Fry	CAD	\$100.00
Vasily Babko	Contracts Administrator	\$133.00
Cierra Wilson	Geologist I	\$91.00
Isaac Wiken	Geologist II	\$91.00
Richard Mueller	Geologist II	\$91.00
Charlie Parks	Geologist II	\$91.00
Mary Benson	Geologist II	\$98.00
Ryan Winchell	Geologist II	\$98.00
Christian Bourgeois	Geologist II	\$110.00
Vincent Oskierko	Geologist III	\$117.00
Greg Krankurs	Geologist IV	\$130.00
Seth Pemble	Geologist IV	\$130.00
Brad Thurber	Geologist VI	\$147.00
Nicole Kapise	Geologist VI	\$150.00
Bret Salazar	Geologist VI	\$158.00
Steve Greene	Geologist VIII	\$247.00
Lucas Cressler	Geotechnical Engineer I	\$120.00
Ahmed Mahmood	Geotechnical Engineer I	\$120.00
Amanda Ong	Geotechnical Engineer II	\$125.00
Shane Miller	Geotechnical Engineer IV	\$158.00
Sean Schlitt	Geotechnical Engineer V	\$172.00
Ali Sirjani	Geotechnical Engineer V	\$172.00
Joseph Westergreen	Geotechnical Engineer V	\$172.00
Dila Saidin	Geotechnical Engineer V	\$180.00
Sandy Brodahl	Geotechnical Engineer VI	\$225.00
Michael Place	Geotechnical Engineer VII	\$235.00
Bryan Hawkins	Geotechnical Engineer VIII	\$255.00
JoLyn Gillie	Geotechnical Engineer VIII	\$265.00
Donald Huling	Geotechnical Engineer VIII	\$265.00
Jessica Delight	Lab/Field Technician I	\$65.00
David MacKay	Lab/Field Technician I	\$65.00
Jonah Bettger	Lab/Field Technician I	\$72.00
Alex Hodges	Lab/Field Technician II	\$80.00
Noel White	Lab/Field Technician III	\$88.00
Greg Barker	Lab/Field Technician IV	\$110.00
Kristin Nolan	Lab/Field Technician V	\$123.00
Arnie Sugar	Principal IX	\$285.00
Ralph Boirum	Principal IX	\$315.00
Sa Hong	Principal IX	\$315.00



21312 30th Drive SE, Ste. 110, Bothell, WA 98021-7010

Phone: 425.774.0106 | Fax: 425.774.2714

www.hwageo.com

## ODC Rates

1150 Shelby Tube Extrusion	Per Each	\$	100.00
1160 Moisture Content with Description	Per Each	\$	23.00
1162 Visual Soil Classification	Per Each	\$	18.00
1171 Sieve Analysis, Wet, Small sample (D6913)	Per Each	\$	115.00
1172 Sieve Analysis/Grain Size, Wet, Bulk (C136)	Per Each	\$	185.00
1180 Hydrometer Analysis	Per Each	\$	240.00
1181 Combined Analysis (D6913/D7928)	Per Each	\$	250.00
1189 Proctor for Granular Soil-4 pt (D698, D1557)	Per Each	\$	275.00
1190 Proctor for Granular Soil (1pt)	Per Each	\$	150.00
1191 Proctor for Cohesive Soil (D698, D1557)	Per Each	\$	300.00
1200 Specific Gravity of Soil (D854)	Per Each	\$	125.00
1210 Specific Gravity, Fine Aggregate (C128)	Per Each	\$	125.00
1215 Specific Gravity, Coarse Aggregate (C127)	Per Each	\$	120.00
1217 Uncompacted Voids	Per Each	\$	145.00
1220 Unit Weight in Ring (D2937)	Per Each	\$	50.00
1225 Unit Weight in Shelby Tubes (D2937)	Per Each	\$	55.00
1230 Unit Weight of soil by Waxing	Per Each	\$	120.00
1235 Unit Weight of Agg. by Rodding (C29)	Per Each	\$	75.00
1237 Porosity of soils	Per Each	\$	160.00
1245 Atterberg Limits, Three Points (D4318)	Per Each	\$	235.00
1255 Unconfined Compressive Strength (D2166)	Per Each	\$	145.00
1260 Direct Shear, (3) Points - Intact (D3080)	Per Each	\$	600.00
1262 Direct Shear, (3) Points - Remolded (D3080)	Per Each	\$	700.00
1263 Direct Shear, (1) Point - Intact	Per Each	\$	225.00
1265 Strength Test-Triaxial (u-u) (D2850)	Per Each	\$	230.00
1270 Strength test-Triaxial (cu) 1 pt	Per Each	\$	600.00
1274 Strength Test - Triaxial (c-u) 3 Samples (D4767)	Per Each	\$	1,500.00
1278 Strength Test - Triaxial (c-u) 1 Sample Multi-Stage (D4767)	Per Each	\$	1,200.00
1280 Consolidation - One-Dimensional (D2435)	Per Each	\$	900.00
1281 Consolidation - (w/Secondary Compression)	Per Each	\$	1,100.00
1284 Consolidation - Extra Point, Per Point	Per Each	\$	100.00
1290 One dimensional Swell	Per Each	\$	800.00
1300 (CBR) Calif. Bearing Ratio - 1 Point (D1883)	Per Each	\$	250.00
1302 (CBR) Calif. Bearing Ratio - 3 Points (D1883)	Per Each	\$	600.00
1305 Permeability - Constant Head (D2434)	Per Each	\$	325.00
1310 Permeability - Falling Head (WSDOT 605)	Per Each	\$	250.00



**EXHIBIT B-6.3**

HWA GeoSciences ODC Rates

1314 Perm Test-Triaxial with back Press. 6"	Per Each	\$	540.00
1315 Permeability - Triaxial with Back Pressure (D5084)	Per Each	\$	500.00
1340 Organic Content Test (D2974)	Per Each	\$	70.00
1341 Soil pH Test	Per Each	\$	40.00
1342 Soil Resistivity Test (WSDOT 417)	Per Each	\$	110.00
1343 Soil pH and Resistivity Test	Per Each	\$	145.00
1420 Cylinder Compression Test (C 39)	Per Each	\$	30.00
1425 End Trimming (per end)	Per Each	\$	20.00
1440 Concrete Cylinders Sampled and Cure -Not Test	Per Each	\$	30.00
1450 Cylinder Density Tests	Per Each	\$	35.00
1452 Lightweight Concrete Cylinder Density Test	Per Each	\$	80.00
1454 Concrete Core Compression Test with Trim	Per Each	\$	95.00
1460 Concrete Beam Flexural Strength Test (C78)	Per Each	\$	110.00
1469 Grout/Mortar Compression Tests	Per Each	\$	30.00
1475 Shotcrete Panel Testing/panel	Per Each	\$	350.00
1495 Percent Passing #200 Sieve (D1140)	Per Each	\$	80.00
1500 Clay Lumps & Friable Particles (C142)	Per Each	\$	115.00
1505 Ethylene Glycol Expansion Test	Per Each	\$	220.00
1520 LA Abrasion (C131, C535)	Per Each	\$	245.00
1540 Organic Impurities Test (C40)	Per Each	\$	90.00
1550 Sand Equivalent (D2419)	Per Each	\$	105.00
1560 Fracture Face Count (WSDOT 103)	Per Each	\$	55.00
1561 Flat and Elongated	Per Each	\$	60.00
1570 Degradation Test	Per Each	\$	300.00
1602 Marshall Compaction, Volumetrics - 3 specimens (D6926)	Per Each	\$	500.00
1605 Marshall Compaction, Volumetrics - 1 specimen (D6926)	Per Each	\$	200.00
1597 Unconfined Strength w/o Strain	Per Each	\$	100.00
1600 Marshall Compaction, Volumetrics, Flow/Stab - 3 specimens (D6927)	Per Each	\$	600.00
1609 Asphalt Core Density-uncoated	Per Each	\$	45.00
1610 Bitumen Content by Extraction & Gradation (D5444, D6307)	Per Each	\$	185.00
1611 Bitumen Extraction Only (D6307)	Per Each	\$	140.00
1612 Oven Correction (per point)	Per Each	\$	150.00
1615 Rice Density (D2041)	Per Each	\$	140.00
1616 HMA Bulk Sp. Grav. SSD Method, Per Briquette (D2726)	Per Each	\$	65.00
1617 HMA Bulk Specific Gravity - Wax, Per Specimen (D1188)	Per Each	\$	120.00
Concrete Cylinder Molds	Per Each	\$	3.00
1264 Direct Shear- (1) point - Remolded	Per Each	\$	250.00
1184 Oversize Fee - Sieve Analysis	Per Each	\$	75.00
Coring @ \$150, Per Core (12-inch)	Per Core	\$	150.00
Coring @ \$75, Per Core (6-inch)	Per Core	\$	75.00
Nuclear Density Gauge	Per Day	\$	40.00
Nuclear Density Gauge	Per Month	\$	400.00
Thin Lift Gauge	Per Day	\$	60.00
Data Logger/Transducers/Piezometer	Per Each	\$	600.00
Falling Weight Deflectometer	Per Hour	\$	275.00
GPS Unit	Per Day	\$	50.00
Geophysical Equipment Rental	Per Day	\$	250.00
Dropweight Cone Penetrometer	Per Day	\$	75.00

## EXHIBIT B-6.4

### HWA GeoSciences ODC Rates

Water Level Indicator	Per Day	\$	20.00
RKI - GX-6000 4 Gas Meter	Per Week	\$	189.00
RKI - GX-6000 PID	Per Week	\$	138.00
Holocene - 10 Borings to 50ft each		\$	34,264.23



**Professional Land Surveyors**  
Where Sound Practice, Innovation and Client Service Collide

2320 Mottman Road SW, Suite 106, Tumwater, WA 98512  
(360) 688-1949 • [www.mtn2coast.com](http://www.mtn2coast.com)

November 8, 2021

MTN2COAST, LLC - 2022 Rate Sheet

1 Person Survey Crew	\$120/ hour
2 Person Survey Crew	\$180/ hour
3 Person Survey Crew	\$230/ hour
Senior Professional Land Surveyor	\$150/ hour
Senior Technician LSIT	\$115/ hour
Senior Technician	\$100/ hour
Survey CAD/Technician	\$ 80/ hour
Expert Witness	\$260/ hour

Expenses at cost plus 10%

## OSBORN CONSULTING, INC.

## ALL-INCLUSIVE BILLING RATES

JUNE 2021-MAY 2022

Classification	All-Inclusive Rate
Principal	\$ 222.00
Senior Engineer II	\$ 210.00
Senior QC / Delivery Specialist	\$ 200.00
Senior Engineer I	\$ 193.00
Senior Landscape Architect	\$ 190.00
Civil Tech Manager II	\$ 185.00
Project Engineer II	\$ 176.00
Project Engineer I	\$ 163.00
Civil Tech Manager I	\$ 160.00
Project Landscape Architect II	\$ 158.00
Design Engineer II	\$ 152.00
Contract Management / Controls	\$ 145.00
Design Engineer I	\$ 143.00
EIT II	\$ 130.00
Project Landscape Architect I	\$ 120.00
Civil Tech II	\$ 115.00
EIT I	\$ 108.00
Project Assistant	\$ 105.00
Civil Tech I	\$ 105.00
Engineering Tech	\$ 100.00
Intern Engineer	\$ 90.00
Landscape Designer	\$ 90.00
Administration	\$ 88.00

Reimbursables	
Mileage	Current Federal Rate
Parking/Tolls	At Cost
Reproductions	At Cost
Shipping/Mailing	At Cost



## 2022 Hourly Billing Rates

<u>Job Classification</u>	<u>Minimum</u>	<u>Maximum</u>
Principals	\$137.00	\$226.00
Senior Engineers	\$132.00	\$183.00
Senior Project Engineers	\$114.00	\$183.00
Project Engineers	\$99.00	\$180.00
Design Engineers	\$79.00	\$150.00
Engineering Technician	\$63.00	\$129.00
Engineering Intern	\$51.00	\$102.00
Drafter II	\$73.00	\$117.00
Business Manager	\$86.00	\$167.00
Business Associate	\$50.00	\$114.00
Clerical	\$50.00	\$97.00

Rates good for calendar year 2022.

Rates will increase by 5% to 10% in calendar year 2023.

January 12, 2022

## Fee Schedule Right of Way Acquisition Support Services

### Universal Field Services, Inc.

111 Main Street, Suite 105  
Edmonds, WA 98020  
425-673-5559  
[www.ufsrw.com](http://www.ufsrw.com)



Classifications	Direct Salary Cost Min / Max	Overhead 0.5105	Fee 0.300	Billing Rate Min / Max
<b>ROW Oversight</b>	\$61.00	\$31.14	\$18.30	\$110.44
	\$64.00	\$32.67	\$19.20	\$115.87
<b>Project Manager</b>	\$54.00	\$27.57	\$16.20	\$97.77
	\$58.00	\$29.61	\$17.40	\$105.01
<b>Senior Relocation Specialist</b>	\$51.00	\$26.04	\$15.30	\$92.34
	\$56.00	\$28.59	\$16.80	\$101.39
<b>Senior Acquisition Specialist</b>	\$45.00	\$22.97	\$13.50	\$81.47
	\$53.00	\$27.06	\$15.90	\$95.96
<b>Relocation Specialist</b>	\$45.00	\$22.97	\$13.50	\$81.47
	\$51.00	\$26.04	\$15.30	\$92.34
<b>Acquisition Specialist</b>	\$40.00	\$20.42	\$12.00	\$72.42
	\$45.00	\$22.97	\$13.50	\$81.47
<b>Senior Administrative Specialist</b>	\$25.00	\$12.76	\$7.50	\$45.26
	\$32.00	\$16.34	\$9.60	\$57.94
<b>Administrative Specialist</b>	\$20.00	\$10.21	\$6.00	\$36.21
	\$25.00	\$12.76	\$7.50	\$45.26

Allowable Reimbursable Expenses - at cost no markup, unless noted otherwise:

1. Parking
2. Ferry Fees
3. Road Tolls
4. Copies, Printing
5. Postage
6. Sub-consultants (Appraisers, etc., plus 10% markup)
7. Mileage to be billed at \$0.585 per mile or the approved IRS rate at the time mileage is incurred.
8. Travel expenses as may be necessary with prior approval.



**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](http://www.wsdot.wa.gov)

April 13, 2021

Universal Field Services, Inc.  
111 Main Street, Suite 105  
Edmonds, WA 98020

Subject: Acceptance FYE 2020 ICR – Cognizant Review

Dear Mitch Legel:

We have accepted your firms FYE 2020 Indirect Cost Rate (ICR) of 51.05% of direct labor based on the “Cognizant Review” from the Oklahoma State Department of Transportation. 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.

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](mailto:consultantrates@wsdot.wa.gov).

Regards;

A handwritten signature in blue ink that reads "Erik K. Jonson".

ERIK K. JONSON  
Contract Services Manager

EKJ:ah

**EXHIBIT "C"**  
**CERTIFICATE OF INSURANCE**





SCJALLI-01

SASMITH

**CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY)

1/12/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> License # 0C36861 <b>Seattle-Alliant Insurance Services, Inc.</b> 1420 Fifth Ave 15th Floor Seattle, WA 98101	<b>CONTACT NAME:</b> PHONE (A/C, No, Ext): (206) 204-9140		FAX (A/C, No): (206) 204-9205
	<b>E-MAIL ADDRESS:</b>		
<b>INSURED</b>  <b>Shea, Carr &amp; Jewell, Inc. dba: SCJ Alliance</b> 8730 Tallon Lane NE, Suite 200 Lacey, WA 98516	<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
	<b>INSURER A : Travelers Property Casualty Company of America</b>		<b>25674</b>
	<b>INSURER B : Travelers Casualty Insurance Company of Americ</b>		<b>19046</b>
	<b>INSURER C : Travelers Indemnity Company</b>		<b>25658</b>
	<b>INSURER D : Continental Casualty Company</b>		<b>20443</b>
	<b>INSURER E :</b>		
<b>INSURER F :</b>			

**COVERAGES****CERTIFICATE NUMBER:****REVISION NUMBER:**


THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	X		680-3S28842A	6/15/2021	6/15/2022	EACH OCCURRENCE	\$ 2,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 1,000,000
							MED EXP (Any one person)	\$ 10,000
							PERSONAL & ADV INJURY	\$ 2,000,000
							GENERAL AGGREGATE	\$ 4,000,000
							PRODUCTS - COMP/OP AGG	\$ 4,000,000
								\$
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> HIRE AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY			BA-3S293103	6/15/2021	6/15/2022	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
							\$	
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			CUP-3S296295	6/15/2021	6/15/2022	EACH OCCURRENCE	\$ 3,000,000
							AGGREGATE	\$ 3,000,000
							\$	
C	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input checked="" type="checkbox"/> Y/N <input checked="" type="checkbox"/> N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		UB-3S295329	6/15/2021	6/15/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER	\$
							E.L. EACH ACCIDENT	\$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	\$ 1,000,000
D	Prof/Pollution Liab			AEH591920345	6/15/2021	6/15/2022	Each Claim	5,000,000
D	Prof/Pollution Liab			AEH591920345	6/15/2021	6/15/2022	Aggregate	5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
 RE: SCJ Project #21-000838, 2021-2024 Orting On-Call Professional Engineering Services

City of Orting is included as Additional Insured on a Primary and Non-Contributory basis under General Liability per attached forms.

**CERTIFICATE HOLDER****CANCELLATION**

City of Orting Attn: Maryanne Zukowski 110 Train St. Orting, WA 98360	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
--------------------------------------------------------------------------------	-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **BLANKET ADDITIONAL INSURED (ARCHITECTS, ENGINEERS AND SURVEYORS)**

This endorsement modifies insurance provided under the following:

### COMMERCIAL GENERAL LIABILITY COVERAGE PART

**1. The following is added to SECTION II – WHO IS AN INSURED:**

Any person or organization that you agree in a "written contract requiring insurance" to include as an additional insured on this Coverage Part, but:

- a. Only with respect to liability for "bodily injury", "property damage" or "personal injury"; and
- b. If, and only to the extent that, the injury or damage is caused by acts or omissions of you or your subcontractor in the performance of "your work" to which the "written contract requiring insurance" applies, or in connection with premises owned by or rented to you.

The person or organization does not qualify as an additional insured:

- c. With respect to the independent acts or omissions of such person or organization; or
- d. For "bodily injury", "property damage" or "personal injury" for which such person or organization has assumed liability in a contract or agreement.

The insurance provided to such additional insured is limited as follows:

- e. This insurance does not apply on any basis to any person or organization for which coverage as an additional insured specifically is added by another endorsement to this Coverage Part.
- f. This insurance does not apply to the rendering of or failure to render any "professional services".
- g. In the event that the Limits of Insurance of the Coverage Part shown in the Declarations exceed the limits of liability required by the "written contract requiring insurance", the insurance provided to the additional insured shall be limited to the limits of liability required by that "written contract requiring insurance". This endorsement does not increase the limits of insurance described in Section III – Limits Of Insurance.

- h. This insurance does not apply to "bodily injury" or "property damage" caused by "your work" and included in the "products-completed operations hazard" unless the "written contract requiring insurance" specifically requires you to provide such coverage for that additional insured, and then the insurance provided to the additional insured applies only to such "bodily injury" or "property damage" that occurs before the end of the period of time for which the "written contract requiring insurance" requires you to provide such coverage or the end of the policy period, whichever is earlier.

**2. The following is added to Paragraph 4.a. of SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS:**

The insurance provided to the additional insured is excess over any valid and collectible other insurance, whether primary, excess, contingent or on any other basis, that is available to the additional insured for a loss we cover. However, if you specifically agree in the "written contract requiring insurance" that this insurance provided to the additional insured under this Coverage Part must apply on a primary basis or a primary and non-contributory basis, this insurance is primary to other insurance available to the additional insured which covers that person or organizations as a named insured for such loss, and we will not share with the other insurance, provided that:

- (1) The "bodily injury" or "property damage" for which coverage is sought occurs; and
- (2) The "personal injury" for which coverage is sought arises out of an offense committed;

after you have signed that "written contract requiring insurance". But this insurance provided to the additional insured still is excess over valid and collectible other insurance, whether primary, excess, contingent or on any other basis, that is available to the additional insured when that person or organization is an additional insured under any other insurance.

## COMMERCIAL GENERAL LIABILITY

3. The following is added to Paragraph 8., **Transfer Of Rights Of Recovery Against Others To Us**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

We waive any right of recovery we may have against any person or organization because of payments we make for "bodily injury", "property damage" or "personal injury" arising out of "your work" performed by you, or on your behalf, done under a "written contract requiring insurance" with that person or organization. We waive this right only where you have agreed to do so as part of the "written contract requiring insurance" with such person or organization signed by you before, and in effect when, the "bodily injury" or "property damage" occurs, or the "personal injury" offense is committed.

4. The following definition is added to the **DEFINITIONS** Section:

"Written contract requiring insurance" means that part of any written contract under which you are required to include a person or organization as an additional insured on this Coverage Part, provided that the "bodily injury" and "property damage" occurs and the "personal injury" is caused by an offense committed:

- a. After you have signed that written contract;
- b. While that part of the written contract is in effect; and
- c. Before the end of the policy period.

**CITY OF ORTING  
PROFESSIONAL SERVICES  
AGREEMENT FOR  
GENERAL SURVEY SERVICES**

This Professional Services Agreement ("Agreement") is made between the City of Orting, a Washington municipal corporation ("City"), and Bush, Roed & Hitchings, Inc., a Washington C-Corporation. The City and Contractor (together "Parties") are located and do business at the below addresses which shall be valid for any notice required under this Agreement:

<b>BUSH, ROED &amp; HITCHINGS, INC.</b>  James M. Harper Bush, Roed & Hitchings, Inc. 2009 Minor Avenue East Seattle, Washington 98102 (206) 323-4144 Jamesh@brhinc.com	<b>CITY OF ORTING:</b>  Maryanne Zukowski, PE PO Box 489 104 Bridge St S Orting, WA 98360 360.893.9014 MZukowski@cityoforting.org
----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------	--------------------------------------------------------------------------------------------------------------------------------------------------------

The Parties agree as follows:

1. **TERM.** The term of this Agreement shall commence upon the effective date of this Agreement, which shall be the date of mutual execution, and shall continue until the completion of the Work, but in any event no later than **December 31, 2024** ("Term"). This Agreement may be extended for additional periods of time upon the mutual written agreement of the City and the Contractor.

2. **SERVICES.** The Contractor shall perform the services more specifically described in Exhibit "A", attached hereto and incorporated by this reference ("Services"), in a manner consistent with the accepted professional practices for other similar services within the Puget Sound region in effect at the time those services are performed, performed to the City's satisfaction, within the time period prescribed by the City and pursuant to the direction of the Mayor or his or her designee. The Contractor warrants that it has the requisite training, skill, and experience necessary to provide the Services and is appropriately accredited and licensed by all applicable agencies and governmental entities, including but not limited to obtaining a City of Orting business registration. Services shall begin immediately upon the effective date of this Agreement. Services shall be subject, at all times, to inspection by and approval of the City, but the making (or failure or delay in making) such inspection or approval shall not relieve Contractor of responsibility for performance of the Services in accordance with this Agreement, notwithstanding the City's knowledge of defective or non-complying performance, its substantiality or the ease of its discovery.

3. **TERMINATION.** Either party may terminate this Agreement, with or without cause, upon providing the other party thirty (30) days written notice at its address set forth above. The City may terminate this Agreement immediately if the Contractor fails to maintain required insurance policies, breaches confidentiality, or materially violates Section 12; and such may result in ineligibility for further City agreements.

4. **COMPENSATION.**

4.1 **Amount.** In return for the Services, the City shall pay the Contractor an amount not to exceed a maximum amount and according to a rate or method as delineated in Exhibit "B", attached hereto and incorporated by this reference. The Contractor agrees that any hourly or flat rate charged by it for its services contracted for herein shall remain locked at the negotiated rate(s) for the Term. Except as otherwise provided in Exhibit "B", the Contractor shall be solely responsible for the payment of any taxes

imposed by any lawful jurisdiction as a result of the performance and payment of this Agreement.

4.2 Method of Payment. On a monthly basis, the Contractor shall submit a voucher or invoice in the form specified by the City, including a description of what Services have been performed, the name of the personnel performing such Services, and any hourly labor charge rate for such personnel. The Contractor shall also submit a final bill upon completion of all Services. Payment shall be made on a monthly basis by the City only after the Services have been performed and within thirty (30) days after receipt and approval by the appropriate City representative of the voucher or invoice. If the Services do not meet the requirements of this Agreement, the Contractor will correct or modify the work to comply with the Agreement. The City may withhold payment for such work until the work meets the requirements of the Agreement.

4.3 Non-Appropriation of Funds. If sufficient funds are not appropriated or allocated for payment under this Agreement for any future fiscal period, the City will not be obligated to make payments for Services or amounts incurred after the end of the current fiscal period, and this Agreement will terminate upon the completion of all remaining Services for which funds are allocated. No penalty or expense shall accrue to the City in the event this provision applies.

## **5. INDEMNIFICATION.**

5.1 Contractor Indemnification. The Contractor agrees to release, indemnify, defend, and hold the City, its elected officials, officers, employees, agents, representatives, insurers, attorneys, and volunteers harmless from any and all claims, demands, actions, suits, causes of action, arbitrations, mediations, proceedings, judgments, awards, injuries, damages, liabilities, taxes, losses, fines, fees, penalties expenses, attorney's fees, costs, and/or litigation expenses to or by any and all persons or entities, including, without limitation, their respective agents, licensees, or representatives; arising from, resulting from, or in connection with this Agreement or the acts, errors or omissions of the Contractor in performance of this Agreement, except for that portion of the claims caused by the City's sole negligence. Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Contractor and the City, the Contractor's liability, including the duty and cost to defend, hereunder shall be only to the extent of the Contractor's negligence. Contractor shall ensure that each sub-contractor shall agree to defend and indemnify the City, its elected officials, officers, employees, agents, representatives, insurers, attorneys, and volunteers to the extent and on the same terms and conditions as the Contractor pursuant to this paragraph. The City's inspection or acceptance of any of Contractor's work when completed shall not be grounds to avoid any of these covenants of indemnification.

5.2 Industrial Insurance Act Waiver. It is specifically and expressly understood that the Contractor waives any immunity that may be granted to it under the Washington State industrial insurance act, Title 51 RCW, solely for the purposes of this indemnification. Contractor's indemnification shall not be limited in any way by any limitation on the amount of damages, compensation or benefits payable to or by any third party under workers' compensation acts, disability benefit acts or any other benefits acts or programs. The Parties acknowledge that they have mutually negotiated this waiver.

5.3 City Indemnification. The City agrees to release, indemnify, defend and hold the Contractor, its officers, directors, shareholders, partners, employees, agents, representatives, and sub-contractors harmless from any and all claims, demands, actions, suits, causes of action, arbitrations, mediations, proceedings, judgments, awards, injuries, damages, liabilities, losses, fines, fees, penalties expenses, attorney's fees, costs, and/or litigation expenses to or by any and all persons or entities, including without limitation, their respective agents, licensees, or representatives, arising from, resulting from or connected with this Agreement to the extent solely caused by the negligent acts, errors, or omissions of the City.

5.4 Survival. The provisions of this Section shall survive the expiration or termination of this Agreement with respect to any event occurring prior to such expiration or termination.

**6. INSURANCE.** The Contractor agrees to carry insurance for liability which may arise from or in connection with the performance of the services or work by the Contractor, their agents, representatives, employees or subcontractors for the duration of the Agreement and thereafter with respect to any event occurring prior to such expiration or termination as follows:

6.1. Minimum Limits. The Contractor agrees to carry as a minimum, the following insurance, in such forms and with such carriers who have a rating that is satisfactory to the City:

a. Commercial general liability insurance covering liability arising from premises, operations, independent contractors, products-completed operations, stop gap liability, personal injury, bodily injury, death, property damage, products liability, advertising injury, and liability assumed under an insured contract with limits no less than \$1,000,000 for each occurrence and \$5,000,000 general aggregate.

b. Workers' compensation and employer's liability insurance in amounts sufficient pursuant to the laws of the State of Washington;

c. Automobile liability insurance covering all owned, non-owned, hired and leased vehicles with a minimum combined single limits in the minimum amounts required to drive under Washington State law per accident for bodily injury, including personal injury or death, and property damage.

d. Professional liability insurance with limits no less than \$1,000,000 per claim and \$1,000,000 policy aggregate for damages sustained by reason of or in the course of operation under this Agreement, whether occurring by reason of acts, errors or omissions of the Contractor.

6.2. No Limit of Liability. Contractor's maintenance of insurance as required by the agreement shall not be construed to limit the liability of the Contractor to the coverage provided by such insurance, or otherwise limit the City's recourse to any remedy available at law or in equity. The Contractor's insurance coverage shall be primary insurance as respect the City. Any insurance, self-insurance, or insurance pool coverage maintained by the City shall be excess of the Contractor's insurance and shall not contribute with it.

6.3. Additional Insured, Verification. The City shall be named as additional insured on all commercial general liability and professional liability insurance policies. Concurrent with the execution of this Agreement, Contractor shall provide certificates of insurance for all commercial general liability and professional liability policies attached hereto as Exhibit "C" and incorporated by this reference. At City's request, Contractor shall furnish the City with copies of all insurance policies and with evidence of payment of premiums or fees of such policies. If Contractor's insurance policies are "claims made," Contractor shall be required to maintain tail coverage for a minimum period of three (3) years from the date this Agreement is actually terminated or upon project completion and acceptance by the City.

6.4. Survival. The provisions of this Section shall survive the expiration or termination of this Agreement.

**7. CONFIDENTIALITY.** All information regarding the City obtained by Contractor in performance of this Agreement shall be considered confidential subject to applicable laws. Breach of confidentiality by the Contractor may be grounds for immediate termination. All records submitted by the City to the Contractor will be safeguarded by the Contractor. The Contractor will fully cooperate with the City in identifying, assembling, and providing records in case of any public records disclosure request.

**8. WORK PRODUCT.** All originals and copies of work product, including plans, sketches, layouts, designs, design specifications, records, files, computer disks, magnetic media or material which may be produced or modified by Contractor while performing the Work shall belong to the City upon delivery. The Contractor shall make such data, documents, and files available to the City and shall deliver all needed or contracted for work product upon the City's request. At the expiration or termination of this Agreement, all originals and copies of any such work product remaining in the possession of Contractor shall be delivered to the City.

**9. PUBLIC RECORDS.** The Contractor agrees to maintain books, records, and documents which sufficiently and properly reflect all direct and indirect costs related to the performance of the Work and maintain such accounting procedures and practices as may be deemed necessary by the City to assure proper accounting of all funds paid pursuant to this Agreement. These records shall be subject, at all reasonable times, to inspection, review or audit by the City, its authorized representative, the State Auditor, or other governmental officials authorized by law to monitor this Agreement. If the City receives a public records request that implicates records maintained by the Contractor, upon notice from the City the Contractor shall provide the records requested by the City without cost to the City.

**10. INDEPENDENT CONTRACTOR.** The Parties intend that the Contractor shall be an independent contractor and that the Contractor has the ability to control and direct the performance and details of its work, the City being interested only in the results obtained under this Agreement. The City shall be neither liable nor obligated to pay Contractor sick leave, vacation pay or any other benefit of employment, nor to pay any social security or other tax which may arise as an incident of employment. Contractor shall take all necessary precautions and shall be responsible for the safety of its employees, agents, and subcontractors in the performance of the contract work and shall utilize all protection necessary for that purpose. All work shall be done at Contractor's own risk, and Contractor shall be responsible for any loss of or damage to materials, tools, or other articles used or held for use in connection with the work. The Contractor shall pay all income and other taxes due except as specifically provided in Section 4. Industrial or any other insurance that is purchased for the benefit of the City, regardless of whether such may provide a secondary or incidental benefit to the Contractor, shall not be deemed to convert this Agreement to an employment contract. If the Contractor is a sole proprietorship or if this Agreement is with an individual, the Contractor agrees to notify the City and complete any required form if the Contractor retired under a State of Washington retirement system and agrees to indemnify any losses the City may sustain through the Contractor's failure to do so.

**11. Conflict of Interest.** It is recognized that Contractor may or will be performing professional services during the Term for other parties; however, such performance of other services shall not conflict with or interfere with Contractor's ability to perform the Services. Contractor agrees to resolve any such conflicts of interest in favor of the City. Contractor confirms that Contractor does not have a business interest or a close family relationship with any City officer or employee who was, is, or will be involved in the Contractor's selection, negotiation, drafting, signing, administration, or evaluating the Contractor's performance.

**12. EQUAL OPPORTUNITY EMPLOYER.** In all services, programs, activities, hiring, and employment made possible by or resulting from this Agreement or any subcontract, there shall be no discrimination by Contractor or its subcontractors of any level, or any of those entities' employees, agents, subcontractors, or representatives against any person because of sex, age (except minimum age and retirement provisions), race, color, religion, creed, national origin, marital status, or the presence of any disability, including sensory, mental or physical handicaps, unless based upon a bona fide occupational qualification in relationship to hiring and employment. This requirement shall apply, but not be limited to the following: employment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. Contractor shall comply with and shall not violate any of the terms of Chapter 49.60 RCW, Title VI of the Civil Rights Act of 1964, the Americans With Disabilities Act, Section 504 of the Rehabilitation Act of 1973, 49 CFR Part 21, 21.5 and 26, or any other applicable federal, state, or local law or regulation regarding non-discrimination.

**13. GENERAL PROVISIONS.**

**13.1 Interpretation and Modification.** This Agreement, together with any attached Exhibits, contains all of the agreements of the Parties with respect to any matter covered or mentioned in this Agreement and no prior statements or agreements, whether oral or written, shall be effective for any purpose. Should any language in any Exhibits to this Agreement conflict with any language in this Agreement, the terms of this Agreement shall prevail. The respective captions of the Sections of this Agreement are inserted for convenience of reference only and shall not be deemed to modify or otherwise affect any of the provisions

of this Agreement. Any provision of this Agreement that is declared invalid, inoperative, null and void, or illegal shall in no way affect or invalidate any other provision hereof and such other provisions shall remain in full force and effect. Any act done by either Party prior to the effective date of the Agreement that is consistent with the authority of the Agreement and compliant with the terms of the Agreement, is hereby ratified as having been performed under the Agreement. No provision of this Agreement, including this provision, may be amended, waived, or modified except by written agreement signed by duly authorized representatives of the Parties.

13.2 Assignment and Beneficiaries. Neither the Contractor nor the City shall have the right to transfer or assign, in whole or in part, any or all of its obligations and rights hereunder without the prior written consent of the other Party. If the non-assigning party gives its consent to any assignment, the terms of this Agreement shall continue in full force and effect and no further assignment shall be made without additional written consent. Subject to the foregoing, the rights and obligations of the Parties shall inure to the benefit of and be binding upon their respective successors in interest, heirs and assigns. This Agreement is made and entered into for the sole protection and benefit of the Parties hereto. No other person or entity shall have any right of action or interest in this Agreement based on any provision set forth herein.

13.3 Compliance with Laws. The Contractor shall comply with and perform the Services in accordance with all applicable federal, state, local, and city laws including, without limitation, all City codes, ordinances, resolutions, regulations, rules, standards and policies, as now existing or hereafter amended, adopted, or made effective. If a violation of the City's Ethics Resolution No. 91-54, as amended, occurs as a result of the formation or performance of this Agreement, this Agreement may be rendered null and void, at the City's option.

13.4 Enforcement. Time is of the essence of this Agreement and each and all of its provisions in which performance is a factor. Adherence to completion dates set forth in the description of the Services is essential to the Contractor's performance of this Agreement. Any notices required to be given by the Parties shall be delivered at the addresses set forth at the beginning of this Agreement. Any notices may be delivered personally to the addressee of the notice or may be deposited in the United States mail, postage prepaid, to the address set forth above. Any notice so posted in the United States mail shall be deemed received three (3) days after the date of mailing. Any remedies provided for under the terms of this Agreement are not intended to be exclusive, but shall be cumulative with all other remedies available to the City at law, in equity or by statute. The failure of the City to insist upon strict performance of any of the covenants and agreements contained in this Agreement, or to exercise any option conferred by this Agreement in one or more instances shall not be construed to be a waiver or relinquishment of those covenants, agreements or options, and the same shall be and remain in full force and effect. Failure or delay of the City to declare any breach or default immediately upon occurrence shall not waive such breach or default. Failure of the City to declare one breach or default does not act as a waiver of the City's right to declare another breach or default. This Agreement shall be made in, governed by, and interpreted in accordance with the laws of the State of Washington. If the Parties are unable to settle any dispute, difference or claim arising from this Agreement, the exclusive means of resolving that dispute, difference, or claim, shall be by filing suit under the venue, rules and jurisdiction of the Pierce County Superior Court, Pierce County, Washington, unless the parties agree in writing to an alternative process. If the Pierce County Superior Court does not have jurisdiction over such a suit, then suit may be filed in any other appropriate court in Pierce County, Washington. Each party consents to the personal jurisdiction of the state and federal courts in Pierce County, Washington and waives any objection that such courts are an inconvenient forum. If either Party brings any claim or lawsuit arising from this Agreement, each Party shall pay all its legal costs and attorney's fees and expenses incurred in defending or bringing such claim or lawsuit, including all appeals, in addition to any other recovery or award provided by law; provided, however, however nothing in this paragraph shall be construed to limit the Parties' rights to indemnification under Section 5 of this Agreement.

13.5 Execution. Each individual executing this Agreement on behalf of the City and Contractor represents and warrants that such individual is duly authorized to execute and deliver this Agreement. This



Agreement may be executed in any number of counterparts, each of which shall be deemed an original and with the same effect as if all Parties hereto had signed the same document. All such counterparts shall be construed together and shall constitute one instrument, but in making proof hereof it shall only be necessary to produce one such counterpart. The signature and acknowledgment pages from such counterparts may be assembled together to form a single instrument comprised of all pages of this Agreement and a complete set of all signature and acknowledgment pages. The date upon which the last of all of the Parties have executed a counterpart of this Agreement shall be the "date of mutual execution" hereof.

13.6 Certification Regarding Debarment, Suspension, and Ineligibility. The Contractor certifies that neither it nor its principals are presently debarred, declared ineligible, or voluntarily excluded from participation in transactions by any federal or state department/agency.

[Signature page follows]

IN WITNESS, the Parties execute this Agreement below, effective the last date written below.

CITY OF ORTING  
Joshua Penner, Mayor

ATTEST:  
City Clerk, Kim Agfalvi

DATE: \_\_\_\_\_

APPROVED AS TO FORM: \_\_\_\_\_

City Attorney, Charlotte A. Archer

BUSH, ROED & HITCHINGS, INC.

By: \_\_\_\_\_ Printed Name: Dakin A. Bell Title: Principal

DATE: January 5, 2022

STATE OF WASHINGTON)  
COUNTY OF KING ) ss.

On this day personally appeared before me Dakin Bell, to me known to be the Principal of Bush, Roed & Hitchings, Inc. that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that he/she was authorized to execute said instrument and that the seal affixed, if any, is the corporate seal of said corporation.

GIVEN my hand and official seal this 5th day of January, 2022

Notary's signature Susan Lane  
Notary's printed name Susan Lane

Notary Public in and for the State of Washington. My commission expires 04/29/2024



**EXHIBIT "A"**

**SERVICES**

1. The Contractor shall do or provide the following:

**Miscellaneous General Survey Services.**

## **EXHIBIT "B"**

### **COMPENSATION**

1. Total Compensation: In return for the Services, the City shall pay the Contractor an amount not to exceed:  
**Per Negotiated Tasks Scope.**

2. Method of Compensation:

**Hourly rates and reimbursables at cost + 15%.**

**Reimbursables may include vehicle expenses, mileage, tolls, parking fees, reproduction costs, or delivery fees, if any.**

**See Exhibit "B"**

EXHIBIT B

**BUSH, ROED & HITCHINGS, INC.**

**Standard Schedule of Charges and General Conditions - Effective to June 30, 2022**

**FEE SCHEDULE**

Clerical	86/Hr.	Principal (PE, PLS)	264/Hr.
Research Technician	114/Hr.	Expert Witness (PE, PLS)	321/Hr.
Utility Locator	103/Hr.	1 Person Field Crew	115/Hr.
Survey Coordinator	125/Hr.	2 Person Field Crew	198/Hr.
Survey CAD Technician	118/Hr.	3 Person Field Crew	272/Hr.
Engineering CAD Technician	118/Hr.	Overtime	1.50 X Rates
Engineering CAD Designer	141/Hr.		
Sr. Engineering CAD Designer	161/Hr.	<b>DIRECT NON-SALARIED COSTS</b>	
Design Engineer (EIT)	129/Hr.	Vehicle Per Diem Charge	\$31/Day
Project Engineer (PE)	141/Hr.	Mileage	.585/Mile
Project Manager	157/Hr.	Job Related Expenses	Cost Plus 15%
Sr. Project Manager (PE, PLS)	161/Hr.	Non-Account Related Prints	\$50 Minimum
Principal Project Manager (PE, PLS)	191/Hr.	Non-Account Related Data File Transfer	\$100 Minimum
		Per Diem – Personnel	\$155/Day

**Payment Terms**

Invoices will be submitted once per month and are payable upon receipt. Accounts remaining unpaid after 60 days will be subject to a 1.5% service charge per month. Collection fees including liens and attorney's fees, as may be required, will be added to the account.

**Right-of-Entry and Boundary Line Location**

Client will furnish right-of-entry for BRH to make surveys. Client shall furnish a description of the property where boundary lines are to be established. BRH assumes no liability for the establishment of actual lines of ownership other than as described and certified as such by a title insurance company. BRH will not be responsible for indicating easements, covenants, and restrictions of record on surveys unless furnished with a current title insurance report. At the request of the Client BRH will obtain a report from a title insurance company at Client's expense.

**Utility Locations**

When retained to locate utilities, BRH will depend upon utility agency records where verification by field location is not possible. BRH assumes no liability for the accuracy of records or locations provided by others.

**General and Automobile Liability Insurance**

BRH, Inc. maintains General Liability Insurance for bodily injury and property damage with a limit of \$1,000,000 per occurrence and \$2,000,000 aggregate. Automobile Liability and Property Damage Insurance is maintained with combined single limits of \$1,000,000.

**Professional Liability**

BRH maintains professional liability insurance for losses arising directly from its negligent acts, errors or omissions with limits of \$2,000,000 per occurrence and in the aggregate.

**Service Agreement**

It is BRH policy to negotiate and execute a Service Agreement setting forth actual scope of work, fees, payment terms, and general conditions prior to commencing services.

Date Revised: December 22, 2021

**EXHIBIT "C"**  
**CERTIFICATE OF INSURANCE**



BUSHROE-01

AJENNENS

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
1/4/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> License # 0C36861 <b>Alliant Insurance Services, Inc.</b> 3977 Harbour Pointe Blvd SW Mukilteo, WA 98275	<b>CONTACT NAME:</b> Renee Soderberg
	<b>PHONE (A/C, No, Ext):</b> (425) 740-5249 <b>FAX (A/C, No):</b> <b>E-MAIL ADDRESS:</b> Renee.Soderberg@alliant.com
<b>INSURED</b>  <b>Bush, Roed &amp; Hitchings, Inc.</b> 2009 Minor Ave E Seattle, WA 98102	<b>INSURER(S) AFFORDING COVERAGE</b> <b>NAIC #</b>
	<b>INSURER A :</b> Ohio Security Insurance Company <b>24082</b>
	<b>INSURER B :</b> Ohio Casualty Insurance Company <b>24074</b>
	<b>INSURER C :</b> Kinsale Insurance Company <b>38920</b>
	<b>INSURER D :</b>
	<b>INSURER E :</b> <b>INSURER F :</b>

**COVERAGES****CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A X	<b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:		X	BKS55823498	12/5/2021	12/5/2022	EACH OCCURRENCE \$ <b>1,000,000</b> DAMAGE TO RENTED PREMISES (Ea occurrence) \$ <b>1,000,000</b> MED EXP (Any one person) \$ <b>15,000</b> PERSONAL & ADV INJURY \$ <b>1,000,000</b> GENERAL AGGREGATE \$ <b>2,000,000</b> PRODUCTS - COMP/OP AGG \$ <b>2,000,000</b> \$
A	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			BAS55823498	12/5/2021	12/5/2022	COMBINED SINGLE LIMIT (Ea accident) \$ <b>1,000,000</b> BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B X	<b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ <b>10,000</b>			USO55823498	12/5/2021	12/5/2022	EACH OCCURRENCE \$ <b>5,000,000</b> AGGREGATE \$ <b>5,000,000</b> \$
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)    Y/N <input type="checkbox"/> N/A If yes, describe under DESCRIPTION OF OPERATIONS below			BKS55823498	12/5/2021	12/5/2022	<input type="checkbox"/> PER STATUTE <input checked="" type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ <b>1,000,000</b> E.L. DISEASE - EA EMPLOYEE \$ <b>1,000,000</b> E.L. DISEASE - POLICY LIMIT \$ <b>1,000,000</b>
C	<b>Professional Liab</b>			0100353771	12/5/2021	12/5/2022	<b>Each Claim/Aggregate</b> \$ <b>2,000,000</b>
C	<b>Pollution Liab</b>			0100353771	12/5/2021	12/5/2022	<b>Each Claim/Aggregate</b> \$ <b>1,000,000</b>

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
 City of Orting is Additional Insured with respect to the General Liability per form attached.

**CERTIFICATE HOLDER****CANCELLATION**

City of Orting  
 PO Box 489  
 Orting, WA 98360

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE  


THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**COMMERCIAL GENERAL LIABILITY EXTENSION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

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With respect to coverage afforded by this endorsement, the provisions of the policy apply unless modified by the endorsement.

**A. NON-OWNED AIRCRAFT**

Under Paragraph 2. Exclusions of Section I – Coverage A - Bodily Injury And Property Damage Liability, exclusion g. Aircraft, Auto Or Watercraft does not apply to an aircraft provided:

1. It is not owned by any insured;
2. It is hired, chartered or loaned with a trained paid crew;
3. The pilot in command holds a currently effective certificate, issued by the duly constituted authority of the United States of America or Canada, designating her or him a commercial or airline pilot; and
4. It is not being used to carry persons or property for a charge.

However, the insurance afforded by this provision does not apply if there is available to the insured other valid and collectible insurance, whether primary, excess (other than insurance written to apply specifically in excess of this policy), contingent or on any other basis, that would also apply to the loss covered under this provision.

**B. NON-OWNED WATERCRAFT**

Under Paragraph 2. Exclusions of Section I – Coverage A – Bodily Injury And Property Damage Liability, Subparagraph (2) of exclusion g. Aircraft, Auto Or Watercraft is replaced by the following:

This exclusion does not apply to:

- (2) A watercraft you do not own that is:
  - (a) Less than 52 feet long; and
  - (b) Not being used to carry persons or property for a charge.

**C. PROPERTY DAMAGE LIABILITY – ELEVATORS**

1. Under Paragraph 2. Exclusions of Section I – Coverage A – Bodily Injury And Property Damage Liability, Subparagraphs (3), (4) and (6) of exclusion j. Damage To Property do not apply if such "property damage" results from the use of elevators. For the purpose of this provision, elevators do not include vehicle lifts. Vehicle lifts are lifts or hoists used in automobile service or repair operations.
2. The following is added to Section IV – Commercial General Liability Conditions, Condition 4. Other Insurance, Paragraph b. Excess Insurance:

The insurance afforded by this provision of this endorsement is excess over any property insurance, whether primary, excess, contingent or on any other basis.

**D. EXTENDED DAMAGE TO PROPERTY RENTED TO YOU (Tenant's Property Damage)**

If Damage To Premises Rented To You is not otherwise excluded from this Coverage Part:

1. Under Paragraph 2. Exclusions of Section I - Coverage A - Bodily Injury and Property Damage Liability:
  - a. The fourth from the last paragraph of exclusion j. Damage To Property is replaced by the following:

Paragraphs (1), (3) and (4) of this exclusion do not apply to "property damage" (other than damage by fire, lightning, explosion, smoke, or leakage from an automatic fire protection system) to:

    - (i) Premises rented to you for a period of 7 or fewer consecutive days; or
    - (ii) Contents that you rent or lease as part of a premises rental or lease agreement for a period of more than 7 days.

Paragraphs (1), (3) and (4) of this exclusion do not apply to "property damage" to contents of premises rented to you for a period of 7 or fewer consecutive days.

A separate limit of insurance applies to this coverage as described in Section III – Limits of Insurance.

- b. The last paragraph of subsection **2. Exclusions** is replaced by the following:  
Exclusions c. through n. do not apply to damage by fire, lightning, explosion, smoke or leakage from automatic fire protection systems to premises while rented to you or temporarily occupied by you with permission of the owner. A separate limit of insurance applies to Damage To Premises Rented To You as described in **Section III – Limits Of Insurance**.
- 2. Paragraph **6.** under **Section III – Limits Of Insurance** is replaced by the following:
  - 6. Subject to Paragraph **5.** above, the Damage To Premises Rented To You Limit is the most we will pay under Coverage **A** for damages because of "property damage" to:
    - a. Any one premise:
      - (1) While rented to you; or
      - (2) While rented to you or temporarily occupied by you with permission of the owner for damage by fire, lightning, explosion, smoke or leakage from automatic protection systems; or
    - b. Contents that you rent or lease as part of a premises rental or lease agreement.
- 3. As regards coverage provided by this provision **D. EXTENDED DAMAGE TO PROPERTY RENTED TO YOU (Tenant's Property Damage)** - Paragraph **9.a.** of **Definitions** is replaced with the following:
  - 9.a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire, lightning, explosion, smoke, or leakage from automatic fire protection systems to premises while rented to you or temporarily occupied by you with the permission of the owner, or for damage to contents of such premises that are included in your premises rental or lease agreement, is not an "insured contract".

**E. MEDICAL PAYMENTS EXTENSION**

If **Coverage C Medical Payments** is not otherwise excluded, the Medical Payments provided by this policy are amended as follows:

Under Paragraph **1. Insuring Agreement** of **Section I – Coverage C – Medical Payments**, Subparagraph **(b)** of Paragraph **a.** is replaced by the following:

- (b)** The expenses are incurred and reported within three years of the date of the accident; and

**F. EXTENSION OF SUPPLEMENTARY PAYMENTS – COVERAGES A AND B**

- 1. Under **Supplementary Payments – Coverages A and B**, Paragraph **1.b.** is replaced by the following:
  - b. Up to **\$3,000** for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.
- 2. Paragraph **1.d.** is replaced by the following:
  - d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to **\$500** a day because of time off from work.

**G. ADDITIONAL INSURED - BY CONTRACT, AGREEMENT OR PERMIT**

- 1. Paragraph **2.** under **Section II – Who Is An Insured** is amended to include as an insured any person or organization whom you have agreed to add as an additional insured in a written contract, written agreement or permit. Such person or organization is an additional insured but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused in whole or in part by:
  - a. Your acts or omissions, or the acts or omissions of those acting on your behalf, in the performance of your on going operations for the additional insured that are the subject of the written contract or written agreement provided that the "bodily injury" or "property damage" occurs, or the "personal and advertising injury" is committed, subsequent to the signing of such written contract or written agreement; or

- b. Premises or facilities rented by you or used by you; or
- c. The maintenance, operation or use by you of equipment rented or leased to you by such person or organization; or
- d. Operations performed by you or on your behalf for which the state or political subdivision has issued a permit subject to the following additional provisions:
  - (1) This insurance does not apply to "bodily injury", "property damage", or "personal and advertising injury" arising out of the operations performed for the state or political subdivision;
  - (2) This insurance does not apply to "bodily injury" or "property damage" included within the "completed operations hazard".
  - (3) Insurance applies to premises you own, rent, or control but only with respect to the following hazards:
    - a) The existence, maintenance, repair, construction, erection, or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoist away openings, sidewalk vaults, street banners, or decorations and similar exposures; or
    - (b) The construction, erection, or removal of elevators; or
    - (c) The ownership, maintenance, or use of any elevators covered by this insurance.

However:

- 1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
- 2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

With respect to Paragraph 1.a. above, a person's or organization's status as an additional insured under this endorsement ends when:

- (1) All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
- (2) That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

With respect to Paragraph 1.b. above, a person's or organization's status as an additional insured under this endorsement ends when their written contract or written agreement with you for such premises or facilities ends.

With respects to Paragraph 1.c. above, this insurance does not apply to any "occurrence" which takes place after the equipment rental or lease agreement has expired or you have returned such equipment to the lessor.

The insurance provided by this endorsement applies only if the written contract or written agreement is signed prior to the "bodily injury" or "property damage".

We have no duty to defend an additional insured under this endorsement until we receive written notice of a "suit" by the additional insured as required in Paragraph b. of Condition 2. **Duties In the Event Of Occurrence, Offense, Claim Or Suit** under **Section IV – Commercial General Liability Conditions**.

2. With respect to the insurance provided by this endorsement, the following are added to Paragraph 2. **Exclusions under Section I - Coverage A - Bodily Injury And Property Damage Liability:**

This insurance does not apply to:

- a. "Bodily injury" or "property damage" arising from the sole negligence of the additional insured.
- b. "Bodily injury" or "property damage" that occurs prior to you commencing operations at the location where such "bodily injury" or "property damage" occurs.
- c. "Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:
  - (1) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
  - (2) Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of, or the failure to render, any professional architectural, engineering or surveying services.

- d. "Bodily injury" or "property damage" occurring after:
  - (1) All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
  - (2) That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.
- e. Any person or organization specifically designated as an additional insured for ongoing operations by a separate **ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS** endorsement issued by us and made a part of this policy.

3. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

- a. Required by the contract or agreement; or
  - b. Available under the applicable Limits of Insurance shown in the Declarations;
- whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

**H. PRIMARY AND NON-CONTRIBUTORY ADDITIONAL INSURED EXTENSION**

This provision applies to any person or organization who qualifies as an additional insured under any form or endorsement under this policy.

Condition 4. **Other Insurance of SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS** is amended as follows:

- a. The following is added to Paragraph a. **Primary Insurance:**

If an additional insured's policy has an Other Insurance provision making its policy excess, and you have agreed in a written contract or written agreement to provide the additional insured coverage on a primary and noncontributory basis, this policy shall be primary and we will not seek contribution from the additional insured's policy for damages we cover.

**b.** The following is added to Paragraph **b. Excess Insurance**:

When a written contract or written agreement, other than a premises lease, facilities rental contract or agreement, an equipment rental or lease contract or agreement, or permit issued by a state or political subdivision between you and an additional insured does not require this insurance to be primary or primary and non-contributory, this insurance is excess over any other insurance for which the additional insured is designated as a Named Insured.

Regardless of the written agreement between you and an additional insured, this insurance is excess over any other insurance whether primary, excess, contingent or on any other basis for which the additional insured has been added as an additional insured on other policies.

**I. ADDITIONAL INSURED - EXTENDED PROTECTION OF YOUR "LIMITS OF INSURANCE"**

This provision applies to any person or organization who qualifies as an additional insured under any form or endorsement under this policy.

**1.** The following is added to Condition **2. Duties In The Event Of Occurrence, Offense, Claim or Suit**:

An additional insured under this endorsement will as soon as practicable:

- a.** Give written notice of an "occurrence" or an offense that may result in a claim or "suit" under this insurance to us;
- b.** Tender the defense and indemnity of any claim or "suit" to all insurers whom also have insurance available to the additional insured; and
- c.** Agree to make available any other insurance which the additional insured has for a loss we cover under this Coverage Part.
- d.** We have no duty to defend or indemnify an additional insured under this endorsement until we receive written notice of a "suit" by the additional insured.

**2.** The limits of insurance applicable to the additional insured are those specified in a written contract or written agreement or the limits of insurance as stated in the Declarations of this policy and defined in **Section III – Limits of Insurance** of this policy, whichever are less. These limits are inclusive of and not in addition to the limits of insurance available under this policy.

**J. WHO IS AN INSURED - INCIDENTAL MEDICAL ERRORS / MALPRACTICE  
WHO IS AN INSURED - FELLOW EMPLOYEE EXTENSION - MANAGEMENT EMPLOYEES**

Paragraph **2.a.(1)** of **Section II - Who Is An Insured** is replaced with the following:

**(1)** "Bodily injury" or "personal and advertising injury":

- (a)** To you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited liability company), to a co-"employee" while in the course of his or her employment or performing duties related to the conduct of your business, or to your other "volunteer workers" while performing duties related to the conduct of your business;
- (b)** To the spouse, child, parent, brother or sister of that co-"employee" or "volunteer worker" as a consequence of Paragraph **(1) (a)** above;
- (c)** For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraphs **(1) (a)** or **(b)** above; or
- (d)** Arising out of his or her providing or failing to provide professional health care services. However, if you are not in the business of providing professional health care services or providing professional health care personnel to others, or if coverage for providing professional health care services is not otherwise excluded by separate endorsement, this provision (Paragraph **(d)**) does not apply.

Paragraphs (a) and (b) above do not apply to "bodily injury" or "personal and advertising injury" caused by an "employee" who is acting in a supervisory capacity for you. Supervisory capacity as used herein means the "employee's" job responsibilities assigned by you, includes the direct supervision of other "employees" of yours. However, none of these "employees" are insureds for "bodily injury" or "personal and advertising injury" arising out of their willful conduct, which is defined as the purposeful or willful intent to cause "bodily injury" or "personal and advertising injury", or caused in whole or in part by their intoxication by liquor or controlled substances.

The coverage provided by provision J. is excess over any other valid and collectable insurance available to your "employee".

**K. NEWLY FORMED OR ADDITIONALLY ACQUIRED ENTITIES**

Paragraph 3. of **Section II - Who Is An Insured** is replaced by the following:

3. Any organization you newly acquire or form and over which you maintain ownership or majority interest, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:
  - a. Coverage under this provision is afforded only until the expiration of the policy period in which the entity was acquired or formed by you;
  - b. Coverage A does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and
  - c. Coverage B does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.
  - d. Records and descriptions of operations must be maintained by the first Named Insured.

No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations or qualifies as an insured under this provision.

**L. FAILURE TO DISCLOSE HAZARDS AND PRIOR OCCURRENCES**

Under **Section IV – Commercial General Liability Conditions**, the following is added to Condition 6. **Representations:**

Your failure to disclose all hazards or prior "occurrences" existing as of the inception date of the policy shall not prejudice the coverage afforded by this policy provided such failure to disclose all hazards or prior "occurrences" is not intentional.

**M. KNOWLEDGE OF OCCURRENCE, OFFENSE, CLAIM OR SUIT**

Under **Section IV – Commercial General Liability Conditions**, the following is added to Condition 2. **Duties In The Event of Occurrence, Offense, Claim Or Suit:**

Knowledge of an "occurrence", offense, claim or "suit" by an agent, servant or "employee" of any insured shall not in itself constitute knowledge of the insured unless an insured listed under Paragraph 1. of **Section II – Who Is An Insured** or a person who has been designated by them to receive reports of "occurrences", offenses, claims or "suits" shall have received such notice from the agent, servant or "employee".

**N. LIBERALIZATION CLAUSE**

If we revise this Commercial General Liability Extension Endorsement to provide more coverage without additional premium charge, your policy will automatically provide the coverage as of the day the revision is effective in your state.

**O. BODILY INJURY REDEFINED**

Under **Section V – Definitions**, Definition 3. is replaced by the following:

3. "Bodily Injury" means physical injury, sickness or disease sustained by a person. This includes mental anguish, mental injury, shock, fright or death that results from such physical injury, sickness or disease.

**P. EXTENDED PROPERTY DAMAGE**

**Exclusion a. of COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY** is replaced by the following:

**a. Expected Or Intended Injury**

"Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.

**Q. WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US – WHEN REQUIRED IN A CONTRACT OR AGREEMENT WITH YOU**

Under **Section IV – Commercial General Liability Conditions**, the following is added to **Condition 8. Transfer Of Rights Of Recovery Against Others To Us**:

We waive any right of recovery we may have against a person or organization because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard" provided:

1. You and that person or organization have agreed in writing in a contract or agreement that you waive such rights against that person or organization; and
2. The injury or damage occurs subsequent to the execution of the written contract or written agreement.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**CONSTRUCTION PROJECT(S) - GENERAL AGGREGATE LIMIT  
(PER PROJECT)**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

- A.** For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under **Section I – Coverage A - Bodily Injury And Property Damage Liability**, and for all medical expenses caused by accidents under **Section I – Coverage C Medical Payments**, which can be attributed only to ongoing operations at a single construction project away from premises owned by or rented to you:
1. A separate Construction Project General Aggregate Limit applies to each construction project, and that limit is equal to the amount of the General Aggregate Limit shown in the Declarations.
  2. The Construction Project General Aggregate Limit is the most we will pay for the sum of all damages under Coverage **A**, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard", and for medical expenses under Coverage **C** regardless of the number of:
    - a. Insureds;
    - b. Claims made or "suits" brought; or
    - c. Persons or organizations making claims or bringing "suits".
  3. Any payments made under Coverage **A** for damages or under Coverage **C** for medical expenses shall reduce the Construction Project General Aggregate Limit for that construction project. Such payments shall not reduce the General Aggregate Limit shown in the Declarations nor shall they reduce any other Construction Project General Aggregate Limit for any other construction project.
  4. The limits shown in the Declarations for Each Occurrence, Fire Damage and Medical Expense continue to apply. However, instead of being subject to the General Aggregate Limit shown in the Declarations, such limits will be subject to the applicable Construction Project General Aggregate Limit.
- B.** For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under **Section I – Coverage A - Bodily Injury And Property Damage Liability**, and for all medical expenses caused by accidents under **Section I – Coverage C Medical Payments**, which cannot be attributed only to ongoing operations at a single construction project away from premises owned by or rented to you:
1. Any payments made under Coverage **A** for damages or under Coverage **C** for medical expenses shall reduce the amount available under the General Aggregate Limit or the Products-Completed Operations Aggregate Limit, whichever is applicable; and
  2. Such payments shall not reduce any Construction Project General Aggregate Limit.
- C.** When coverage for liability arising out of the "products-completed operations hazard" is provided, any payments for damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard" will reduce the Products-Completed Operations Aggregate Limit, and not reduce the General Aggregate Limit nor the Construction Project General Aggregate Limit.
- D.** If the applicable construction project has been abandoned, delayed, or abandoned and then restarted, or if the authorized contracting parties deviate from plans, blueprints, designs, specifications or timetables, the project will still be deemed to be the same construction project.
- E.** The provisions of **Section III - Limits Of Insurance** not otherwise modified by this endorsement shall continue to apply.





**City of Orting  
Council Agenda Summary Sheet**

	<b>Agenda Bill #</b>	<b>Recommending Committee</b>	<b>Study Session Dates</b>	<b>Regular Meeting Dates</b>
<b>Subject: Calistoga Street West Stormwater Improvements, Design Revisions</b>	<b>AB22-11</b>			
			<b>1.19.2022</b>	<b>1.26.2022</b>
	<b>Department:</b>	Engineering/Administration		
	<b>Date Submitted:</b>	<b>1.13.2022</b>		
<b>Cost of Item:</b>	<u>\$30,000</u>			
<b>Amount Budgeted:</b>	<u>\$100,000</u>			
<b>Unexpended Balance:</b>	<u>\$ 70,000</u>			
<b>Bars #:</b>	<b>410-594-31-41-43</b>			
<b>Timeline:</b>	<b>ASAP for March Bid</b>			
<b>Submitted By:</b>				
<b>Fiscal Note: Balance of budget is for construction management.</b>				
<b>Attachments:</b> Scope and Budget				
<b>SUMMARY STATEMENT:</b>				
<p>Council approved a Scope and Budget for design of Calistoga Street West stormwater improvements the end of 2018. Design is nearly complete but final design was slowed due to impacts from the Whitehawk Boulevard Extension project. In the fall of 2021 council selected a roundabout as the preferred intersection control at Kansas/Calistoga for the Whitehawk project while the original scope was for a signalized intersection. Further, due to current funding availability and high construction prices staff is recommending that we split the stormwater project into two phases:</p> <ul style="list-style-type: none"> <li>• Phase 1 would be the outfall and stormwater line from Calistoga Street West; and</li> <li>• Phase 2 would be reconstruction of the stormwater system on Calistoga Street West.</li> </ul> <p>The ultimate goal is to have design wrapped up by the end of February so that we can bid the project in March. Both of these tasks are in addition to the original Parametrix scope and fee that was approved.</p>				
<b>RECOMMENDED ACTION: <u>ACTION:</u></b>				
Move to Regular City Council Meeting on January 26 <sup>th</sup> , 2022 as a consent agenda item				
<b>FUTURE MOTION: <u>MOTION:</u></b>				
To approve scope and fee for additional design effort on the Calistoga Street West Stormwater Improvement Project in the amount of \$30,000.				

# SCOPE OF WORK

## City of Orting Calistoga Street W Improvements

### PROJECT OVERVIEW

This project includes conveyance system and outfall modifications to increase capacity to convey flow rates based on land cover at the time the models were prepared. The Calistoga Street W Improvements Project will replace part of the existing storm drainage system due to inadequate capacity for existing land use and change in FEMA FIS 100-year flood elevation. In addition, this project will be combined with the Kansas Street Outfall Replacement Project.

This scope of work is a supplement to the previously approved scopes of work for both projects in order to:

- Address City provided comments (January 2022).
- Integrate the proposed roundabout design for the intersection of Calistoga Street West and Kansas Street SW.
- Separate the Calistoga Street West Improvements and the Kansas Street Outfall Replacement Project into separate bid schedules.

### SCHEDULE

Bid ready documents shall be provided by March 31, 2022.

#### Task 1 – Project Management and QA/QC

**Goal:** To provide the tools for continuous tracking of the project schedule and budget, project quality assurance and control, and status of deliverables to ensure that the project is executed as expected by the City.

#### Assumption(s)

- The schedule assumes bidding in late March 2022 and providing bidding assistance through April 2022.

#### Deliverable(s)

- Miscellaneous correspondence to document project management issues.
- Monthly Progress Reports and invoices.

#### Task 5 – Final Plans and Contract Documents

**Goal:** To address the City's 90% design comments, and prepare construction plans, contract bid documents, and an engineer's opinion of probable cost.

**Approach:** Upon receipt of the 90% Design comments, contract documents and an engineer's opinion of probable cost will be prepared, to include the same plan sheets as listed in Task 3 above.

### Assumption(s)

- Contract documents will include preparation of the special provisions and bid form, and assembly of City-provided contract documents.
- Plans will be prepared in AutoCAD 2018 format or later version and will be designed in accordance with the *2013 City of Orting Development Standards*.
- Contract documents will be prepared in accordance with the *WSDOT Standard Specifications for Road, Bridge and Municipal Construction*.

### Deliverable(s)

- One set of full-size final plans, 2 sets of half-size final plans, and 2 copies of the contract documents.
- An electronic copy of the Engineer's Opinion of Probable Cost in Microsoft Excel format.

### Task 7 – Utility Coordination

**Goal:** To contact and provide advanced construction notices to both the City of Orting and private utility owners within the project limits.

**Approach:** Parametrix staff will attempt to contact the following utility owners to provide advanced construction notices for utilities that shall be relocated prior to construction. The utility owners are as follows:

- City of Orting
- Puget Sound Energy
- AT&T
- Comcast

### Assumption(s)

- The City of Orting holds franchise agreements with all of the listed private utilities and relocation will be done in accordance with these agreements.
- The City will provide copies of all relevant franchise agreements within one week of approval of this scope of work.
- Parametrix may request the assistance of City legal counsel for interpretation and enforcement of franchise agreements.

### Deliverable(s)

- Copies of email correspondence, phone conversation notes, and letter correspondence with private utility companies.
- Anticipated schedule for relocation as provided by utility owners.

## Task 8 – Bidding Assistance

### Objectives

This task will cover services related to producing necessary documents. The following activities demonstrate the scope of these services:

- Creating and providing project advertisement to City Staff for publication.
- Addressing bidder questions.
- One contract addendum.
- Distributing plans and plan holders list via Bidders Exchange.
- Attending bid opening, assembling bid tab, and reviewing submittals to determine contractor responsiveness.
- Recommendation of award letter.

### Deliverables

- One contract addendum.
- Recommendation of award letter with certified bid tabulation.

### Assumptions

There are no assumptions for this task.

Client: City of Orting  
 Project: City of Orting On-call 2014-2017  
 Project No: 2161711020

	Sarah Crackenberger	Asa Reyes-Chavez	April D. Whittaker	John L. Wright	John C. Hungerford	Jeff Coop	Marcus Vassez	Lenaya Grabowski	Amanda Lucas
	Project Accountant	Engineer I	Sr Project Control Specialist	Sr Engineer	Water Solutions Div Mgr	Sr Engineer	Engineer III	Engineer II	Publications Supervisor
<b>Rates:</b>	\$110.00	\$150.00	\$135.00	\$210.00	\$200.00	\$195.00	\$135.00	\$125.00	\$130.00

Task	SubTask	Description	Labor Dollars									
1		<b>Calistoga Street W Improvements</b>	<b>\$29,360.00</b>	<b>1</b>	<b>40</b>	<b>6</b>	<b>6</b>	<b>6</b>	<b>8</b>	<b>84</b>	<b>40</b>	<b>16</b>
	01	Project Management & Qa/QC	\$2,040.00	1		2	6	2				
	05	Final Plans and Contract Documents	\$15,700.00						8	60	40	8
	07	Utility Coordination	\$7,080.00		40					8		
	08	Bidding Assistance	\$4,540.00			4		4		16		8
<b>Labor Totals:</b>			<b>\$29,360.00</b>	<b>1</b>	<b>40</b>	<b>6</b>	<b>6</b>	<b>6</b>	<b>8</b>	<b>84</b>	<b>40</b>	<b>16</b>
<b>Totals:</b>			<b>\$29,360.00</b>	<b>\$110.00</b>	<b>\$6,000.00</b>	<b>\$810.00</b>	<b>\$1,260.00</b>	<b>\$1,200.00</b>	<b>\$1,560.00</b>	<b>\$11,340.00</b>	<b>\$5,000.00</b>	<b>\$2,080.00</b>

<b>Other Direct Expenses</b>	
Mileage	\$60.00
<b>Other Direct Expenses Total:</b>	<b>\$60.00</b>

**Project Total** **\$29,420.00**



**City of Orting  
Council Agenda Summary Sheet**

	<b>Agenda Bill #</b>	<b>Recommending Committee</b>	<b>Study Session Dates</b>	<b>Regular Meeting Dates</b>
<b>Subject: Solid Waste Management Plan ILA</b>	<b>AB22-06</b>	<b>Public Works</b>		
		<b>1.5.2022</b>	<b>1.19.2022</b>	<b>1.26.2022</b>
	<b>Department:</b>	Administration		
	<b>Date Submitted:</b>	<b>12.27.2021</b>		
<b>Cost of Item:</b>	<u>N/A</u>			
<b>Amount Budgeted:</b>	<u>N/A</u>			
<b>Unexpended Balance:</b>	<u>N/A</u>			
<b>Bars #:</b>	<b>N/A</b>			
<b>Timeline:</b>	<b>None</b>			
<b>Submitted By:</b>	<b>Scott Larson</b>			
<b>Fiscal Note:</b>				
<b>Attachments:</b> Draft ILA for Comprehensive Solid and Hazardous Waste Management Planning within Pierce County				
<b>SUMMARY STATEMENT:</b>				
<p>RCW 70A.205.040 requires each county within the state, in cooperation with the various cities located within such county, to prepare a coordinated, comprehensive solid waste management plan (SWMP). The statute encourages joint solid waste planning between and among adjoining cities and counties. This is a planning exercise that happens every 20 years and the last plan was the 2000 Solid Waste Management Plan and its 2016 supplement.</p> <p>The Solid Waste Management Plan is intended to be the planning tool for the management of solid waste activities in Pierce County for the next twenty (20) years. The Plan’s goals, policies, and recommendations provide elected officials with guidelines for the development of programs, capital facilities, and annual budgets. The Plan provides a legal basis for Tacoma, Pierce County, the Tacoma-Pierce County Health Department, other jurisdictions, and government agencies to make permitting decisions on solid waste or recycling facilities. Private industry can use this Plan to coordinate with municipalities in the planning and delivery of collection, disposal, and recycling services.</p> <p>This ILA would authorize the County to work on Orting’s behalf on our Solid Waste Management Plan. A draft of the plan will be provided to the City for comments before adoption.</p>				
<b>RECOMMENDED ACTION: ACTION:</b> Move forward to regular City Council Meeting on January 26 <sup>th</sup> , 2022 as a consent agenda item.				
<b>FUTURE MOTION: MOTION:</b> To authorize the Mayor to sign an Interlocal Agreement with Pierce County and other local agencies for Comprehensive Solid and Hazardous Waste Management Planning.				

## Interlocal Agreement for Comprehensive Solid and Hazardous Waste Management Planning within Pierce County

Pursuant to Chapter 39.34 RCW and RCW 70A.205.040(3)(c), this Interlocal Agreement (Agreement) is entered into between Pierce County, a municipal corporation, and a political subdivision of the State of Washington ("County"), and the \_\_\_\_\_, a municipal corporation authorized by Washington State, establishing the obligations of the Parties for comprehensive solid and hazardous waste management planning.

WHEREAS, the \_\_\_\_\_ and the County acknowledge that County intends to enter into identical individual Agreements with the cities and towns of Bonney Lake, Buckley, Carbonado, DuPont, Eatonville, Edgewood, Fife, Fircrest, Gig Harbor, Lakewood, Milton, Orting, Puyallup, Roy, Ruston, South Prairie, Steilacoom, Sumner, University Place, and Wilkeson, creating a single agreement among all parties who execute identical individual Agreements. Each identical individual Agreement will differ only as to the City or Town identified as the non-County party to the Agreement. This Agreement will reference the cities and towns who execute individual identical Agreements collectively as the "Signatory Cities" and individually as the "Signatory City." Any signing entity also may be referenced as "Party" or, in any combination, "Parties."

WHEREAS, RCW 70A.205.040 and RCW 70A.300.350 require or authorize counties, in cooperation with the various cities located within such county, to prepare a coordinated, comprehensive solid & hazardous waste management plan; and

WHEREAS, under RCW 70A.205.075, all solid waste management plans must be maintained in current condition by periodic updates that include the estimated long-range planning needs for solid waste handling facilities projected twenty years into the future and local governments may also periodically update their hazardous waste plans; and

WHEREAS, RCW 70A.205.040 requires cities to either 1) prepare their own solid waste management plans for integration into the county plan or 2) agree with the county to participate in a joint city-county solid waste management plan or 3) authorize the county to prepare a city plan for inclusion in the comprehensive county solid waste management plan; and

WHEREAS, County and many of the Signatory Cities previously entered into an Interlocal Agreement for the purpose of implementing the 2000 Tacoma-Pierce County Solid Waste Management Plan, which plan must now be replaced; and

WHEREAS, the Parties wish to develop and implement environmentally sound and cost-effective solid waste management programs including waste reduction and recycling programs that reduce greenhouse gas emissions as appropriate from the disposed waste stream; and

WHEREAS, the Parties wish to adopt, maintain, and enforce minimum levels of service for residential source separation and collection of recyclables, including residential curbside recycling programs, multi-family recycling programs, and residential yard waste collection programs; and

WHEREAS, the Parties wish to agree to a coordinated system for the management and disposal of solid waste in Pierce County; and

WHEREAS, RCW 39.34.030 authorizes governments to enter agreements to jointly or cooperatively exercise their powers;

NOW, THEREFORE, in consideration of the mutual benefits and covenants contained herein, it is hereby agreed:

I. PURPOSE OF AGREEMENT

The Parties intend this Agreement to provide for creation of the 2021 Tacoma-Pierce County Solid & Hazardous Waste Management Plan, implementation of that plan, and periodic updates or replacement of that plan, all in compliance with Chapters 70A.205 and 70A.300 RCW.

II. AUTHORITY

- A. The planning process that is the subject of this Agreement is required by and governed by Chapters 70A.205 and 70A.300 RCW.
- B. The Signatory Cities hereby choose, under RCW 70A.205.040(3)(c), to authorize Pierce County to prepare a plan for the Signatory Cities' solid waste management and to incorporate Signatory City plans in the County's comprehensive 2021 Tacoma-Pierce County Solid & Hazardous Waste Management Plan ("Plan").
- C. The Signatory Cities agree that County will coordinate development of the Plan through the Pierce County Solid Waste Advisory Committee (SWAC), an advisory citizen board which includes Signatory City representation.
- D. The Signatory City executing this individual Agreement agrees that by doing so, it is entering into an agreement among the County and all Signatory Cities, binding County and all Signatory Cities to the terms set forth in this Agreement.

III. OBLIGATIONS

A. County

1. County, at its own expense, will prepare, and maintain in a current condition, the Plan, including plans for the Signatory Cities. As part of this obligation, County will circulate drafts to the Signatory Cities for review and comment and will circulate final drafts to the Signatory Cities for approval or rejection.
2. The County will coordinate planning activities with the City of Tacoma and incorporate materials submitted by Tacoma into the Plan.
3. County will implement and comply with applicable elements of an adopted Plan and any updates thereto.

B. Signatory Cities

1. Each Signatory City, at its own expense, will review and respond to draft versions of the Plan and updates thereof.
2. Each Signatory City, at its own expense and following its own procedures, will either approve the final draft of the Plan or of any update or will instead



prepare and deliver to the Pierce County Auditor that Signatory City's own solid waste management plan for integration into the Plan.

3. Signatory Cities will implement and comply with applicable elements of an adopted Plan and any updates thereto.

#### C. Budget and property

No financing, joint budget, or joint property acquisition is required for the joint and cooperative exercise of local government powers under this Agreement. Each Party is responsible for the expenses listed as its obligation above and shall also be responsible to acquire, hold, or dispose of any real or personal property needed to meet its obligations under this Agreement.

#### IV. DISPUTE RESOLUTION

- A. Any disputes arising under the terms of this agreement shall be resolved through a negotiated effort to reach consensus. The Parties may agree to mediation as part of such effort. If the Parties are unable to resolve the dispute, the Parties hereby agree to arbitration. The Parties shall attempt to agree on an arbitration administrator, a set of arbitration rules, and a single arbitrator. If they cannot, then the Parties hereby agree to select the arbitrator or arbitration panel and to conduct the arbitration under the administration and rules of JAMS Seattle Mediation, Arbitration and ADR Services. The decision of the arbitrator or arbitration panel shall be considered final. In any dispute, each Party shall be responsible for its own attorney fees and other costs, and each disputing Party shall pay an equal share of the costs of arbitration, mediation, or other alternative dispute resolution.

#### V. ADDITIONAL MUNICIPALITIES

- A. Additional municipal entities may join the agreement among County and all Signatory Cities if that municipal entity's governing body agrees to the then current terms of this Agreement (including any amendments) pursuant to RCW 39.34.030(2) and executes an identical individual copy of the Agreement.

#### VI. PLAN DEVELOPMENT PROCESS

- A. The Parties agree to the following process for development of the Plan, updates to the Plan, and replacement of the Plan.
- B. Process
  1. With input from SWAC, County staff will develop a draft and circulate that draft to Signatory Cities and to the Washington State Department of Ecology (Ecology).
  2. Signatory Cities will provide responsive comments, if any. If a Signatory City has not provided a response 30 days after receiving the draft, County may presume that Signatory City has no response and is not seeking any change to the draft.
  3. After good faith consideration of any responses from Signatory Cities and Ecology, County staff will prepare a final draft. County has discretion to

decide whether to change the final draft as a result of a Signatory City response.

4. County will provide the Signatory Cities with the final draft for each Signatory City to consider for approval under that City's own governing procedures.
5. Upon adoption, as defined herein, County will submit the adopted final draft to Ecology.

C. Initiating Amendments and Updates

1. Either the County or any Signatory City may propose amendments to the Plan to keep the Plan in a current condition. Upon such proposal, County shall conduct the Plan development process as outlined in this section.
2. The County shall prepare Plan updates as required by Chapter 70A.205 RCW or by Ecology.

VII. PLAN OR UPDATE ADOPTION

The Plan, any Plan update, and any replacement Plan are adopted when the Plan or update has been fully approved, under each approving Party's governing procedures, by any combination of Signatory Cities and of the County representing 75% of the population living within the Pierce County Solid Waste Management System's geographic area. The Pierce County Solid Waste Management System includes all of Pierce County except the City of Tacoma and Joint Base Lewis McChord. To determine the 75% threshold, the Parties agree to use the population numbers maintained by the Washington State Office of Financial Management. Each Party hereby agrees to be bound by and comply with any Plan or update that is so approved, even if that Party has not itself approved it, reserving such a Party's right to end its participation in this Agreement as set forth herein.

VIII. TERM

- A. Commencing on the Effective Date, as defined herein, the term of this Agreement is twenty (20) years.
- B. A Signatory City may withdraw from this Agreement before expiration of the term, but only upon submission of its own solid waste management plan and its own hazardous waste plan, satisfying all requirements for such plans under Washington State law. To allow time to prepare and obtain approval of those required plans, a Signatory City must provide 12 month's advance written notice to County before the proposed withdrawal date. Withdrawal will not be effective until that proposed withdrawal date or until full approval of the required plans, whichever date is later.
- C. Notwithstanding any other terms of this Agreement, if sufficient funds are not appropriated or allocated by any Party's legislative body for that Party's obligations under this Agreement for any future fiscal period, that Party will not be required to meet those obligations after the end of the fiscal period through which funds have been appropriated and allocated, unless authorized that Party's legislative body,

PROVIDED THAT, each Party is and remains obligated to comply with an adopted Plan and any updates thereto regardless of fund allocation or appropriation. No penalty or expense shall accrue to the affected Party in the event this provision applies.

- D. The Parties do not anticipate that this Agreement will result in the joint ownership or possession of any real or personal property. Upon expiration or earlier termination, there will be no jointly held property needing disposition. Each Party will remain responsible for its own costs, whether incurred during this Agreement or otherwise.

IX. EFFECTIVE DATE

- A. This Agreement shall be effective after it is approved by the Pierce County Council and executed by the Pierce County Executive, which shall occur only after the Signatory City has fully executed it.

X. NOTICE

- A. Notices required by or related to this Agreement shall be in writing and sent by either: (a) United States Postal Service first class mail, postage pre-paid; (b) personal delivery; or (c) by email to the email addresses designated below, if the subject line indicates that the email is formal notice under this Agreement and also references the Pierce County contract number designation. The notice shall be deemed delivered on the earlier of: (a) Actual receipt; (b) Three (3) business days from deposit in the United States mail; or (c) the day and time the email message is received by the recipient's email system, but emails received between 5:00 PM and 8:00 AM will be considered delivered at the start of the next business day. Notices shall be sent to the following addresses:

Pierce County contact information:

Contract Services  
950 Fawcett Avenue, Suite 200  
Tacoma, WA 98402  
pcpwcontractservices@piercecountywa.gov

\_\_\_\_\_ Contact information:

Name, Title  
Address,  
email address

- B. Any Party, by written notice to the others in the manner herein provided, may designate a physical or email address different from that set forth above.

XI. ADMINISTRATOR

No separate entity or joint board is established by this Agreement. The manager of the Sustainable Resources Division of the Pierce County Planning and Public Works Department shall be the Agreement Administrator. If a Division of that name ceases to exist, the manager of whatever County office succeeds to its responsibilities shall be the Agreement Administrator.

**XII. MUTUAL INDEMNIFICATION**

To the extent of its comparative liability, each Party agrees to indemnify, defend and hold the other Party, its elected and appointed officials, employees, agents, and volunteers, harmless from and against any and all claims, damages, losses, and expenses, including but not limited to court costs, attorney's fees, and alternative dispute resolution costs, for any injury or damage of any kind which are alleged or proven to be caused by an act or omission, negligent or otherwise, of the indemnifying Party, its elected and appointed officials, employees, agents, or volunteers.

A Party shall not be required to indemnify, defend, or hold the other Party harmless if the claim, damage, loss, or expense for any injury or damage of any kind is caused by the sole act or omission of the other Party.

The parties agree to maintain a consolidated defense to claims made against them and to reserve all indemnity claims against each other until after liability to the claimant and damages, if any, are adjudicated. If any claim is resolved by voluntary settlement and the Parties cannot agree upon apportionment of damages and defense costs, they shall submit apportionment to binding arbitration.

With respect to the performance of this Agreement and as to claims against the other Party, its officers, agents and employees, the indemnifying Party expressly waives its immunity under Title 51 of the Revised Code of Washington, the Industrial Insurance Act, for injuries to its employees and agrees that the obligations to indemnify, defend and hold harmless provided in this Agreement extend to any claim brought by or on behalf of any employee of the indemnifying Party. This waiver is mutually negotiated by the parties to this Agreement.

**XIII. ENTIRE AGREEMENT AND MODIFICATION**

This Agreement embodies the entire agreement and understanding between the Parties hereto with respect to its subject matter and supersedes all prior agreements and understandings, whether written or oral, relating to its subject matter. No amendment or modification of this Agreement shall be valid unless made in writing and signed by each of the Parties.

**XIV. CHOICE OF LAW, VENUE AND RESPONSIBILITY FOR ATTORNEY FEES AND COSTS**

This Agreement and all issues relating to its validity, interpretation, and performance shall be governed by and interpreted under the laws of the State of Washington without regard to conflict of law provisions. 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 will be in Pierce County, Washington. In the event of any dispute related to this Agreement, whether pursued in court or otherwise, each Party shall be responsible for its own actual attorney fees and costs.

XV. SEVERABILITY

If any provision of this Agreement is held to be illegal, invalid, or unenforceable, such provision shall be fully severable, and the remainder of this Agreement shall remain in full force and effect.

XVI. RECORDING OR PUBLIC LISTING

The Parties agree that this Agreement, after full execution, either will be recorded with the Pierce County Auditor or listed by subject on Pierce County's web site or other electronically retrievable public source, as required by RCW 39.34.040.

XVII. COUNTERPARTS

This Agreement may be executed in as many counterparts as may be deemed necessary or convenient, each of which, when so executed, shall be deemed an original, but all such counterparts shall constitute but one and the same instrument. Digital signatures, including those transmitted by e-mail (PDF attachment) or facsimile transmission shall be acceptable.

IN WITNESS WHEREOF, this contract will be fully executed when all parties have signed below.

**CITY OR TOWN NAME:**

**PIERCE COUNTY:**

\_\_\_\_\_  
**NAME, TITLE**

\_\_\_\_\_  
**Date**

**Approved as to Legal Form Only:**

\_\_\_\_\_  
Prosecuting Attorney

\_\_\_\_\_  
Date

**Approved:**

\_\_\_\_\_  
Department Director

\_\_\_\_\_  
Date

\_\_\_\_\_  
Finance Director

\_\_\_\_\_  
Date

\_\_\_\_\_  
County Executive

\_\_\_\_\_  
Date



**City Of Orting  
Council Agenda Summary Sheet**

	<b>Agenda Bill #</b>	<b>Recommending Committee</b>	<b>Study Session Dates</b>	<b>Regular Meeting Dates</b>
<b>Subject: Ord. 2021-1084, Amending OMC 8-2 Related to Sidewalks</b>	<b>AB22-07</b>	<b>Public Works</b>		
		<b>11.3.2021 1.5.2022</b>	<b>1.19.2022</b>	<b>1.26.2022</b>
	<b>Department:</b>	Public Works		
	<b>Date Submitted:</b>	10.21.2021		
<b>Cost of Item:</b>	N/A			
<b>Amount Budgeted:</b>	N/A			
<b>Unexpended Balance:</b>	N/A			
<b>Bars #:</b>	N/A			
<b>Timeline:</b>	None			
<b>Submitted By:</b>	Greg Reed/Scott Larson			
<b>Fiscal Note:</b> None				
<b>Attachments:</b> Ordinance 2021-1084				
<b>SUMMARY STATEMENT:</b>				
<p>The Public Works Committee has been discussing sidewalks and the city’s policies for maintaining them. One of the things the committee noticed is that our code needs to be updated to meet ADA Compliance and improve the efficiency of implementation. This ordinance does three things:</p> <ol style="list-style-type: none"> <li>1. Adds additional language on who is responsible for repairs and replacement under our Sidewalk Construction Requirement code.</li> <li>2. It brings our code into alignment with ADA requirements related to sidewalk lips.</li> <li>3. Creates administrative process for a homeowner to request an extension to repair their sidewalk when they receive notice from the city.</li> </ol>				
<b>RECOMMENDED ACTION: <u>ACTION:</u></b>				
Move to Regular City Council Meeting on January 26 <sup>th</sup> , 2022 as a consent agenda item.				
<b>FUTURE MOTION: <u>MOTION:</u></b>				
To approve ordinance no. 2021-1084, an ordinance of the City of Orting Washington, relating to sidewalks; amending Orting Municipal Code 8-2; providing for severability; and establishing an effective date.				

# CITY OF ORTING WASHINGTON

ORDINANCE NO. 2021-1084

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**AN ORDINANCE OF THE CITY OF ORTING,  
WASHINGTON, RELATING TO SIDEWALKS;  
AMENDING ORTING MUNICIPAL CODE 8-2;  
PROVIDING FOR SEVERABILITY; AND  
ESTABLISHING AN EFFECTIVE DATE**

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**WHEREAS**, cities are authorized to protect the public health, safety, and welfare of their communities; and

**WHEREAS**, cities are authorized under state law to make and enforce by appropriate ordinances all such police and human health regulations that are not in conflict with state law; and

**WHEREAS**, the City of Orting wishes to amend and establish regulations related to the construction and maintenance of sidewalks for public benefit.

NOW, THEREFORE, the City Council of the City of Orting, Washington, do ordain as follows:

Section 1. OMC 8-2-4 Sidewalk Construction Requirements. Orting Municipal Code 8-2-4 “O” and “P” is hereby added to read as follows:

- O. It is unlawful for any person to ~~drive or propel any motor vehicle along, over or across any sidewalk or curb within the city, or to tear up, break or remove any sidewalk, gutter, or curb, or part thereof, except for the purpose of repairing or replacing the same; or to place, maintain or permit any obstruction on, under, over or across any sidewalk, which restricts or impairs the full and free use thereof by the public unless said obstruction is expressly permitted by the city in accord with the municipal code; or to create, cause, maintain or permit any condition to exist which renders any sidewalk curb, parking strip or driveway across any sidewalk unfit or unsafe for the use by the general public.~~
  
- P. It shall be the duty of the owner or occupant of abutting property to keep ~~the sidewalk, curb, gutter, parking strip and any driveway access the same in good repair at the owner’s own expense, and to remove or correct any condition which renders any such sidewalk, curb, gutter, parking strip or~~



driveway unsafe or unfit for use, including snow, ice, or obstruction of any kind, natural or artificial.

Section 2. OMC 8-2-5 Replacement or Repair of Existing Sidewalks. Orting Municipal Code 8-2-4 “B” is hereby amended to read as follows:

- B. The surface of the sidewalk has settled, raised or shifted out of line more than two inches (2") from the adjacent sections or adjoining sections jut above each other more than one-half~~quarter~~ inch (1/24");

Section 3. OMC 8-2-7 Notification to Repair Sidewalk; Action on Failure to Repair. Orting Municipal Code 8-2-4 is hereby amended to read as follows:

- A. Notify Property Owner: The building inspector, upon determining a sidewalk is in need of repair as defined by this chapter, shall notify the property owner in writing to repair the same within one hundred twenty (120) days of date of such notice. Property Owner can submit a request for extension in writing to the City Administrator for an additional 60 days.
- B. Repair By City; Assessment Of Costs: If a property owner fails to accomplish the repairs within the time specified, or any extensions of such date granted by the city ~~council~~Administrator, then the city may accomplish the necessary repairs and assess the costs thereof against the property abutting such repaired sidewalk. Such assessment may be collected in any manner provided by law. (1973 Code § 12.04.210)

Section 3. Corrections by City Clerk or Code Reviser. Upon approval of the City Attorney, the City Clerk and the code reviser are authorized to make necessary corrections to this ordinance, including the correction of clerical errors; references to other local, state or federal laws, codes, rules, or regulations; or ordinance numbering and section/subsection numbering.

Section 4. Severability. Should any section, paragraph, sentence, clause or phrase of this Ordinance, or its application to any person or circumstance, be declared unconstitutional or otherwise invalid for any reason, or should any portion of this Ordinance be pre-empted by state or federal law or regulation, such decision or pre-emption shall not affect the validity of the remaining portions of this Ordinance or its application to other persons or circumstances.

Section 5. Effective Date. This Ordinance shall be published in the official newspaper of the City, and shall take effect and be in full force five (5) days after the date of publication.

**ADOPTED BY THE CITY COUNCIL AT A REGULAR MEETING THEREOF ON THE  
26<sup>th</sup> DAY OF January, 2022.**

CITY OF ORTING

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Joshua Penner, Mayor

ATTEST/AUTHENTICATED:

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Kimberly Agfalvi, City Clerk

Approved as to form:

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Charlotte A. Archer  
Inslee Best  
City Attorney

Filed with the City Clerk:  
Passed by the City Council:  
Ordinance No.  
Date of Publication:  
Effective Date:



# Memo

To: Public Works Committee

From: Scott Larson, City Administrator

Cc: Mayor Penner

Date: July 7, 2021

Re: Sidewalk Maintenance Policy

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The City of Orting has adopted various codes related to the maintenance, repair and preservation of our sidewalks. The general policy position adopted by the Council for the City's sidewalks is that the abutting property owner is responsible for the repair and maintenance of the sidewalk. This code is consistent with the neighboring cities. Here is a summary of the City's relevant codes:

OMC 8-2-5 – Existing Sidewalks must be replaced by the owners of abutting property or must be repaired to the satisfaction of the building inspector based on specified conditions.

OMC 8-2-7 – Upon receiving notification of a sidewalk in need of repair or replacement, a property owner has 120 days to complete the repairs or replacement. In the event the property owner fails to make the repairs the City can complete the repairs and assess the cost of the repairs against the property owner.

OMC 8-7-2 – Property owners are responsible for maintaining vegetation which could impair or impede the free and full use of a sidewalk.

OMC 8-4-2 – Property owners are responsible for maintaining parking and planting strips and to maintain vegetation thereon adjacent to their property.

The problem we are currently grappling with is how to address trees in planting strips that have elevated sections of sidewalks to create lips that trigger the maintenance or replacement provisions of our code. Council appears to agree that we want to maintain the look, feel and benefits that street trees provide for our city, so eliminating street trees from planter strips is not a viable option. Providing information to property owners about the impacts of street trees and how to maintain them, remove them or replace them is the best path forward.

The concern further raised by this committee is the communication we would provide to property owners that need to make repairs to their sidewalks. The Code provides 120 days to complete necessary repairs, and OMC 8-2-7(B) appears to contemplate that the Council may extend that timeline further.

Policy Recommendation:

1. Based on my analysis I would not recommend a substantive change to how we enforce our sidewalk code.
2. We may need to bring OMC 8-2-5 in line with the current Americans With Disabilities Act standards. Staff will assess and bring a proposal forward if needed.
3. We do an annual or biannual inventory of the state of our sidewalks that identifies sections that need to be repaired or replaced which we will continue to do.
4. The City periodically grinds hazards that are able to be maintained in this manner. We will continue with this maintenance program.
5. For sections that need further repair or maintenance beyond basic grinding, staff will draft and send a letter to abutting property owners giving them 120 days to make repairs or replace their sidewalks.
6. The letter will also include information for property owners on the need to maintain trees and other vegetation adjacent to their sidewalk.
7. Staff will prepare a resolution granting the City Administrator or Public Works director the authority to extend the repair timeframe up to 180 days for property owners that have a signed contract to repair or replace sidewalk sections.
8. In the event that sidewalks are not repaired or maintained by property owners the City will give the homeowners a final notice and will bid repairs or replacement of the sections and will assess the homeowners per OMC 8-2-7(B).
9. Staff will prepare information regarding the maintenance of street trees and a reminder to maintain them annually in the late fall and enclose the information in a utility bill.



**City Of Orting  
Council Agenda Summary Sheet**

	<b>Agenda Bill #</b>	<b>Recommending Committee</b>	<b>Study Session Dates</b>	<b>Meeting Date</b>
<b>Subject:</b> Council Committee selection for the year 2022	<b>AB22-03</b>	<b>N/A</b>	<b>1.19.2022</b>	<b>1.12.2022</b>
	<b>Department:</b>	Executive/Deputy Mayor		
	<b>Date Submitted:</b>	<b>1.13.2022</b>		
<b>Cost of Item:</b>	<u>\$</u>			
<b>Amount Budgeted:</b>	<u>\$</u>			
<b>Unexpended Balance:</b>	<u>\$</u>			
<b>Bars #:</b>				
<b>Timeline:</b>	<b>By the 1<sup>st</sup> Meeting in February</b>			
<b>Submitted By:</b>	<b>City Clerk</b>			

**Fiscal Note:**

**Attachments:** Current Council Assignments – Committee Scopes

**SUMMARY STATEMENT:**

**Council Rule 3.9 (E) Deputy Mayor -- Duties:**

- (A) An appointment committee consisting of the Deputy Mayor, one (1) Councilmember, and the Mayor shall recommend assignments for the Council Committee Chair and Vice-Chair positions in accordance with the following procedure:
  - a) The appointment committee shall provide recommendations for Council Committee assignments to the full Council for its approval no later than the first regular meeting in February.
  - b) Each Council member shall be assigned to at least one (1) Council Committee, with the exception of the Deputy Mayor who shall chair the study session and shall not be assigned a role in a Council Committee.
  - c) Chairperson selection shall be based on seniority, balance of experience, knowledge and interest prior to assignment.
  - d) The appointment committee shall give weighted consideration for those working on long range project.

**RECOMMENDED ACTION: ACTION:**

Move to Regular City Council Meeting on January 26<sup>th</sup>, 2022 as a consent agenda item

**FUTURE MOTION: MOTION:**

To approve the Committee assignments, CGA – CM \_\_\_\_\_, Chair, CM \_\_\_\_\_, Vice-Chair. PW- CM \_\_\_\_\_, Chair, and CM \_\_\_\_\_, Vice-Chair. PS- CM \_\_\_\_\_, Chair, and \_\_\_\_\_, Vice –Chair.

## 2022 Recommended Council Committee Assignments

Public Works: \_\_\_\_\_ Chair, & \_\_\_\_\_, Vice Chair- **First week of the month.**

**Goal: Ongoing issues, develop briefing for Council meeting #1 and details for Study Session**

**Attendance: 2-3 council, PW staff, admin.**

- Utilities, Technology, Streets/Transportation, Emergency Bridge.  
\* Facilities related to Public Works.

**Responsibility of Chairs- Identify/prepare/provide items to City Clerk for Council Study Sessions.**

\*\*\*\*\*

Public Safety: \_\_\_\_\_, Chair & Vice Chair, \_\_\_\_\_) - **First week of the month.**

**Goal: Ongoing issues, develop briefing for Council meeting #1 and details for Study Session**

**Attendance: 2-3 council, PS staff, admin**

- Public Safety, Emergency Preparedness.  
\*Facilities related to Public Safety

**Responsibility of Chairs- Identify/prepare/provide items to City Clerk for Council Study Sessions.**

\*\*\*\*\*

Community and Governmental Affairs: \_\_\_\_\_Chair, & \_\_\_\_\_, Vice Chair - **First week of the month.**

**Goal: Ongoing issues, develop briefing for Council meeting #1 and details for Study Session**

**Attendance: 2-3 council, Parks staff, admin**

- Economic Development, Grants, Sponsorship, Lodging Tax, Cemetery, Parks Advisory Board.  
\*Facilities related to Administration.

**Responsibility of Chairs- Identify/prepare/provide items to City Clerk for Council Study Sessions.**

\*\*\*\*\*

Study Session: Deputy Mayor \_\_\_\_\_, Chair

**Third Wednesday of each month at 6:00pm- Orting City Hall**

**Goal: Introduction & first pass at ordinances and resolutions. Deep dive into committee matters. Legal review and staff discussion.**

**Attendance: Full Council, as necessary (admin, legal, and others)**

- General, Finance, Leg Priorities, Government relations.

**Responsibility of Chairs- Identify/prepare/provide items to City Clerk for Regular Meeting/Consent Agenda.**

\*\*\*\*\*

Regular Council Meeting #1 & 2- 1<sup>st</sup> and last Wednesday of each month at 7:00pm.

**Goal: Business of the council (appointments, public hearings, public input, presentations, proclamations, etc.), assignment of topics to committees. Passing/debating consent agenda from study session.**

# 2022 Council Standing Committees

## Scopes of Authorities

(Please note some descriptions are absent)

### 1. COMMUNITY AND GOVERNMENT AFFAIRS COMMITTEE:

The CGA Committee, considers matters related to **Council training, procedures and communication** and makes **recommendations designed to improve and expedite the business and procedure of Council, and its committees**, proposes to Council any **amendments to the rules** deemed necessary regarding the organization of the Council, **including parliamentary procedure**, it may consider **any matter of a general nature**.

The CGA also considers the following:

**A. Social issues**

**B. Economic development**

**C. Grants-** Reviews grant applications and makes recommendations to Council.

**D. Sponsorship-** Review's applications and makes recommendations to Council

**E. Parks-** In conjunction with City Staff, considers matters related to Parks, Parks Board and Orting Recreation programs.

**F. Cemetery** - In conjunction with City Staff, review the policies, procedures as well as financial health of the cemetery.

**G. Lodging** -Lodging tax is discussed on a quarterly basis with a community business owner.

**\* Facility Issues directly related to Administrative staff**

### 2. PUBLIC SAFETY COMMITTEE:

Public Safety Committee, in conjunction with City Staff, may consider issues related to the **public health, safety and welfare of the citizens** of Orting including but not limited to, **law enforcement, fire safety, court, animal control, and emergency services**.

The Public Safety Committee also considers issues relating to the following:

**A. Emergency Preparedness-** In conjunction with City Staff, considers matters related to Emergency Management, and will continuously analyze all risks which expose the city to potential disruption and oversee the development of emergency preparedness and response and evacuation plans.

**\*Facility Issues related to Public Safety**

### 3. **PUBLIC WORKS COMMITTEE:**

The Public Works Committee, in conjunction with City Staff, considers matters related to **water, sewer, solid waste, recycling, utility franchises, and storm water management**. The Committee **tracks capital projects** and **makes recommendations to the Council for capital improvements**. They also address matters relating to the following:

- A. **Transportation matters**
- B. **Capital improvement programs**
- C. **Transit**
- D. **Streets, street lighting**
- E. **Signalization**
- F. **Pedestrian safety.**
- G. **Annual chip seal program making recommendations to Council for street and sidewalk improvements.**
- H. **Technology**
- I. **Emergency Evacuation Bridge**

**\*Facility Issues Related to Public Works**

### 4. **STUDY SESSION**

**Finance** -Considers matters related to the financial issues of the City including the budget, general fiscal and financial health, rates and fees, and the state financial audit. The Treasurer compiles periodic budget and financial reports and shares them with the Council.

***Goal: Introduction & first pass at ordinances and resolutions. Deep dive into committee matters. Legal review and staff discussion. Attendance: Full Council, as necessary (admin, legal, and others)***





**City Of Orting  
Council Agenda Summary Sheet**

	<b>Agenda Bill #</b>	<b>Recommending Committee</b>	<b>Study Session Dates</b>	<b>Regular Meeting Dates</b>
<b>Subject: Setting Meeting Dates for 2022</b>	<b>AB22-05</b>	<b>N/A</b>	<b>1.19.2022</b>	<b>1.26.2022</b>
	<b>Department:</b>	Executive Administration		
	<b>Date Submitted:</b>	<b>1.7.2022</b>		
<b>Cost of Item:</b>	§			
<b>Amount Budgeted:</b>	§			
<b>Unexpended Balance:</b>	§			
<b>Bars #:</b>				
<b>Timeline:</b>				
<b>Submitted By:</b>	<b>City Clerk</b>			
<b>Fiscal Note:</b>				
<b>Attachments:</b> Resolution and Exhibit				
<b>SUMMARY STATEMENT:</b>				
<p>The Mayor and City Staff would like to plan now for any potential meeting dates that conflict with holidays in 2022. This would give Councilmembers and staff time to adjust their schedules.</p> <p>The Mayor would also like to plan and schedule in advance special meetings for strategic planning and for budget meetings.</p> <p>The proposed Resolution allows the City Council and staff to work together to accomplish these goals.</p>				
<b>RECOMMENDED ACTION: <u>ACTION:</u></b>				
Move forward to the regular City Council Meeting on January 26 <sup>th</sup> , 2022 as a consent agenda item.				
<b>FUTURE MOTION: <u>MOTION:</u></b>				
To Adopt Resolution No. 2022-01, setting the regular and special Council Meeting dates for the year 2022.				

**CITY OF ORTING  
WASHINGTON  
RESOLUTION NO. 2022-01**

**A RESOLUTION OF THE CITY OF ORTING,  
WASHINGTON, SETTING REGULAR AND SPECIAL  
CITY COUNCIL MEETING DATES FOR 2022.**

**WHEREAS**, the City Council set by Ordinance that the regular and study session meetings of the City Council will occur on the 2<sup>nd</sup>, 3<sup>rd</sup>, and last Wednesday of each month; and

**WHEREAS**, the Mayor and the City Council would like to plan in advance to reschedule regular meetings that may conflict with certain holidays; and

**WHEREAS**, it is likewise beneficial to a smooth productive business flow to plan in advance for special strategic meetings and budget sessions;

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF ORTING,  
WASHINGTON, DOES RESOLVE AS FOLLOWS:**

**Section 1. Authorizes.** The Orting City Council hereby adopts the meeting schedule attached as Exhibit A, for the year 2022, consistent with Orting Municipal Code 1-6-1.

**Section 2. Effective Date.** This Resolution shall be effective upon passage.

**Section 3. Corrections Authorized.** The City Clerk is authorized to make necessary corrections to this Resolution, including but not limited to correction of clerical errors.

**PASSED BY THE CITY COUNCIL AT A REGULAR MEETING THEREOF ON THE  
26<sup>TH</sup> DAY OF JANUARY, 2022.**

CITY OF ORTING

\_\_\_\_\_  
Joshua Penner, Mayor

ATTEST/AUTHENTICATED:

\_\_\_\_\_  
Kimberly Agfalvi, City Clerk

Approved as to form:

\_\_\_\_\_  
Charlotte A. Archer, City Attorney  
Inslee Best, PLLC



## 2022 City Council Meetings

January	12th	7:00pm	Regular Meeting
January	19th	6:00pm	Study Session
January	26th	7:00pm	Regular Meeting
February	9th	7:00pm	Regular Meeting
February	16th	6:00pm	Study Session
February	23rd	7:00pm	Regular Meeting
March	9th	7:00pm	Regular Meeting
March	16th	6:00pm	Study Session
<b>March</b>	<b>23rd</b>	<b>6:00pm</b>	<b>Council Goals</b>
March	30th	7:00pm	Regular Meeting
April	6th	7:00pm	Regular Meeting
April	13th	6:00pm	Study Session
April	27th	7:00pm	Regular Meeting
May	11th	7:00pm	Regular Meeting
May	18th	6:00pm	Study Session
May	25th	7:00pm	Regular Meeting
June	8th	7:00pm	Regular Meeting
June	15th	6:00pm	Study Session
June	29th	7:00pm	Regular Meeting
<b>June</b>	<b>21-24</b>	<b>TBD</b>	<b>AWC Conference</b>
July	6th	7:00pm	Regular Meeting
July	13th	6:00pm	Study Session
July	27th	7:00pm	Regular Meeting
August	10th	7:00pm	Regular Meeting
August	17th	6:00pm	Study Session
August	31st	7:00pm	Regular Meeting
September	7th	7:00pm	Regular Meeting
September	14th	6:00pm	Study Session
<b>September</b>	<b>24th</b>	<b>9:00am</b>	<b>Budget Retreat</b>
September	28th	7:00pm	Regular Meeting
October	12th	7:00pm	Regular Meeting
October	19th	6:00pm	Study Session
October	26th	7:00pm	Regular Meeting
November	9th	7:00pm	Regular Meeting
November	16th	6:00pm	Study Session
November	30th	7:00pm	Regular Meeting
December	7th	7:00pm	Regular Meeting
December	14th	6:00pm	Study Session
December	28th	7:00pm	Regular Meeting



**City Of Orting  
Council Agenda Summary Sheet**

	<b>Agenda Bill #</b>	<b>Recommending Committee</b>	<b>Study Session Dates</b>	<b>Regular Meeting Dates</b>
<b>Subject: American Rescue Plan Act (ARPA)</b>	<b>AB22-12</b>	<b>N/A</b>	<b>1.19.2022</b>	<b>NA</b>
	<b>Department:</b>	Executive		
	<b>Date Submitted:</b>	<b>1.13.2022</b>		
<b>Cost of Item:</b>	<u>N/A</u>			
<b>Amount Budgeted:</b>	<u>N/A</u>			
<b>Unexpended Balance:</b>	<u>N/A</u>			
<b>Bars #:</b>	N/A			
<b>Timeline:</b>	N/A			
<b>Submitted By:</b>	Scott Larson			
<b>Fiscal Note:</b> None				
<b>Attachments:</b> None				
<b>SUMMARY STATEMENT:</b>				
<p>The City has received approximately \$2.4 million ARPA funding to use in a variety of ways, which is being delivered to the city in two tranches and we received the first tranche in 2021. Staff is recommending that council appoint an ad hoc committee to discuss options for the funding and make recommendations to the whole council. The City has until the end of 2024 to spend the funds.</p>				
<b>RECOMMENDED ACTION: <u>ACTION:</u></b>				
Appoint an ad hoc committee.				
<b>FUTURE MOTION:</b> None				