

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
Regular Business Meeting Agenda
104 Bridge St S. Orting, WA 98360
Virtual – Zoom
January 26th, 2022
7:00 p.m.

Mayor Joshua Penner, Chair

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

You may attend this meeting via the platform Zoom by clicking the following link

[tps://zoom.us/j/95274843587?pwd=bGFEYVRVV1Z0RFILOWFQNNyNmXvZz09](https://zoom.us/j/95274843587?pwd=bGFEYVRVV1Z0RFILOWFQNNyNmXvZz09), by telephone by dialing 1.253.215.8782, Meeting ID 952 7484 3587 and passcode 082512, or in person at Orting City Hall. Per the Governor's directives, all in person attendees shall comply with social distancing regulations and all attendees shall wear a face covering.

REQUEST FOR ADDITIONS OR MODIFICATIONS TO THE AGENDA.

3. PUBLIC COMMENTS - Comments may be sent to the City Clerk at clerk@cityoforting.org by 3pm on January 26th, 2022, and will be read in to the record at the meeting. In person attendees may provide public comment at the meeting. In the case of a question, the chair will refer the matter to the appropriate administrative staff member or committee. Written comments that come in after the 3pm deadline will be read in to the record at the next Council meeting.

4. CONSENT AGENDA- (Any request for items to be pulled for discussion?).

- A. Payroll Claims and Warrants.
- B. Regular Meeting minutes of January 12th, 2022.
- C. **AB22-04** – 2021-2024 On-Call Professional Engineering Contract Agreements.
- D. **AB22-05** – Setting Meeting Dates for 2022.
- E. **AB22-06** – Solid Waste Management Plan Interlocal Agreement.
- F. **AB22-07** – Sidewalk Ordinance No. 2021-1084, amending Orting Municipal Code 8-2.
- G. **AB22-11** – Calistoga Stormwater Project.
- H. **AB22-03** – Council Committee Assignments.

Motion: To approve consent agenda as prepared.

5. AGENDA ITEMS.

- A. **AB22-10** – Legislative Priorities.
Scott Larson

Motion: To adopt the Orting City Council legislative priorities as prepared.

6. DISCUSSION – Council Committee Schedule.

7. EXECUTIVE SESSION.

7. ADJOURNMENT.

Motion: To adjourn.

VOUCHER/WARRANT REGISTER
FOR **DECEMBER- PERIOD 13 2021** COUNCIL
CLAIMS/PAYROLL VOUCHER APPROVAL

CITY OF ORTING

WE, THE UNDERSIGNED, DO HEREBY CERTIFY UNDER PENALTY OF PERJURY THAT THE MATERIALS HAVE BEEN FURNISHED, THE SERVICES RENDERED OR THE LABOR PERFORMED AS DESCRIBED HEREIN AND THAT THE CLAIM IS A JUST, DUE AND UNPAID OBLIGATION AGAINST THE CITY OF ORTING, AND THAT WE ARE AUTHORIZED TO AUTHENTICATE AND CERTIFY TO SAID CLAIM.

DECEMBER PERIOD 13 2021 COUNCIL

CLAIMS WARRANTS #50668 THRU #50740
IN THE AMOUNT OF \$ 548,030.27
MASTERCARD EFT \$ 2794.20

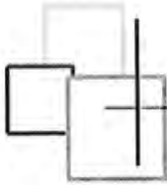
PAYROLL WARRANTS #23840 THRU #23845 = \$43,965.52
EFT \$ 194461.63
IN THE AMOUNT OF \$ 238,427.15
Carry Over \$ 1,121.33

ARE APPROVED FOR PAYMENT ON JANUARY 26, 2022

COUNCILPERSON _____

COUNCILPERSON _____

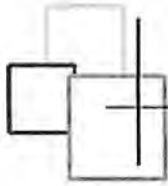
CITY CLERK _____



Fund Transaction Summary

Transaction Type: Invoice
Fiscal: 2021 - December 2021 - Period 13th

Fund Number	Description	Amount
001	Current Expense	\$85,143.85
101	City Streets	\$144,195.01
104	Cemetery	\$211.41
105	Parks Department	\$5,759.42
320	Transportation Impact	\$4,723.39
401	Water	\$36,371.23
408	Wastewater	\$227,629.31
410	Stormwater	\$45,624.98
633	Treasurer's Trust	\$1,165.87
	Count: 9	\$550,824.47

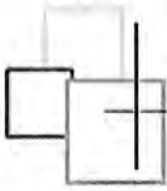


Register

Fiscal: 2021
 Deposit Period: 2021 - December 2021
 Check Period: 2021 - December 2021 - Period 13th

Number	Name	Print Date	Clearing Date	Amount
Key Bank	0032707010			
Check				
<u>EFT-MasterCard-DEC 2021</u>	Keybank-MasterCard	1/14/2022		\$2,794.20
		Total	Check	\$2,794.20
		Total	0032707010	\$2,794.20
Key Bank	2000073			
Check				
<u>50668</u>	AHBL, INC	1/6/2022		\$86.25
<u>50669</u>	Arrow Lumber	1/6/2022		\$1,541.32
<u>50670</u>	Associated Petroleum Products INC	1/6/2022		\$2,119.38
<u>50671</u>	Axon Enterprise INC	1/6/2022		\$25,548.29
<u>50672</u>	Barfield, Mark	1/6/2022		\$300.00
<u>50673</u>	Big J'S Outdoor Store	1/6/2022		\$222.48
<u>50674</u>	Bingham, Matthew	1/6/2022		\$50.00
<u>50675</u>	BlueTarp Credit Services	1/6/2022		\$203.40
<u>50676</u>	Brisco Inc.	1/6/2022		\$711.02
<u>50677</u>	Canonica, Steven	1/6/2022		\$42.00
<u>50678</u>	Centurylink	1/6/2022		\$1,696.60
<u>50679</u>	Cintas Corporation #461	1/6/2022		\$220.08
<u>50680</u>	City of Lakewood	1/6/2022		\$165.92
<u>50681</u>	Core & Main LP	1/6/2022		\$2,661.29
<u>50682</u>	Corona, Jennifer	1/6/2022		\$16.22
<u>50683</u>	Crystal & Sierra Springs	1/6/2022		\$10.13
<u>50684</u>	Curry & Williams, P.I.I.c	1/6/2022		\$2,080.09
<u>50685</u>	Department of Labor And Industries	1/6/2022		\$13.21
<u>50686</u>	Drain-Pro INC	1/6/2022		\$322.58
<u>50687</u>	Enumclaw, City of	1/6/2022		\$2,425.00
<u>50688</u>	Grainger	1/6/2022		\$108.07
<u>50689</u>	Hach Company	1/6/2022		\$242.94
<u>50690</u>	Holden Polygraph, LLC	1/6/2022		\$600.00
<u>50691</u>	Hometown Consulting	1/6/2022		\$3,000.00
<u>50692</u>	Inslee, Best, Doezie & Ryder, P.S	1/6/2022		\$7,262.48
<u>50693</u>	Intercom Language Services	1/6/2022		\$260.00
<u>50694</u>	Kyocera Document Solutions Wes	1/6/2022		\$206.77
<u>50695</u>	LN Curtis & Son	1/6/2022		\$1,534.88
<u>50696</u>	P.C. Budget & Finance	1/6/2022		\$330.70
<u>50697</u>	Pape & Sons Construction INC	1/6/2022		\$37,867.52
<u>50698</u>	Parametrix	1/6/2022		\$183,912.47

Number	Name	Print Date	Clearing Date	Amount
50699	Pcrd (landfill)	1/6/2022		\$73.48
50700	Public Safety Testing	1/6/2022		\$142.00
50701	Puget Sound Energy	1/6/2022		\$22,125.53
50702	Puyallup, City of	1/6/2022		\$600.53
50703	Randles Sand & Gravel	1/6/2022		\$586.92
50704	Reed, Greg	1/6/2022		\$21.46
50705	Russo, Gretchen	1/6/2022		\$25.11
50706	Schwab, Erica	1/6/2022		\$300.00
50707	Scientific Supply & Equip	1/6/2022		\$1,468.17
50708	SHRED-IT, C/O Stericycle INC	1/6/2022		\$210.95
50709	Spectral Laboratories	1/6/2022		\$168.00
50710	Sterling Codifers / American Legal Publishing	1/6/2022		\$2,006.89
50711	ULINE	1/6/2022		\$598.45
50712	UniFirst Corporation	1/6/2022		\$483.01
50713	Utilities Underground Location Center	1/6/2022		\$100.62
50714	Verizon Wireless	1/6/2022		\$499.30
50715	Vision Forms LLC	1/6/2022		\$2,735.19
50716	Water Management Lab Inc.	1/6/2022		\$161.00
50717	Advanced Analytical Solutions	1/19/2022		\$618.09
50718	AHBL, INC	1/19/2022		\$5,256.25
50719	AT&T Mobilty	1/19/2022		\$1,925.17
50720	Bonney Lake, City of	1/19/2022		\$1,650.00
50721	Cintas Corporation #461	1/19/2022		\$294.68
50722	Drain-Pro INC	1/19/2022		\$828.66
50723	Hach Company	1/19/2022		\$165.20
50724	Inslee, Best, Doezie & Ryder, P.S	1/19/2022		\$4,283.02
50725	Konica Minolta Business-Usa Inc	1/19/2022		\$167.00
50726	Lawson Electric	1/19/2022		\$4,486.61
50727	Lemay Mobile Shredding	1/19/2022		\$60.00
50728	McClatchy Company LLC	1/19/2022		\$138.71
50729	O'Reilly Auto Parts	1/19/2022		\$178.94
50730	P.C. Budget & Finance	1/19/2022		\$4,741.91
50731	Parametrix	1/19/2022		\$201,962.78
50732	Pierce County Television	1/19/2022		\$1,540.00
50733	Platt	1/19/2022		\$175.84
50734	Puget Sound Energy	1/19/2022		\$61.93
50735	Puyallup, City of	1/19/2022		\$678.97
50736	SCORE	1/19/2022		\$5,174.00
50737	Sumner Lawn'n Saw	1/19/2022		\$596.24
50738	The Walls Law Firm	1/19/2022		\$2,070.25
50739	Water Management Lab Inc.	1/19/2022		\$985.00
50740	Wex Bank	1/19/2022		\$1,923.32
		Total	Check	\$548,030.27
		Total	2000073	\$548,030.27
		Grand Total		\$550,824.47



Custom Council Report

Vendor	Number	Invoice	Account Number	Notes	Amount
Advanced Analytical Solutions	50717	30061	408-535-10-31-03	Supplies	\$430.08
		30273	408-535-10-31-03	Supplies	\$188.01
					Total
AHBL, INC	50668	128787 219080.32	001-558-60-41-02	Planning Consultant-Business Licenses	\$86.25
	50718	129492 2190800.30	001-558-60-41-02	Planning Consultant-On-Call	\$3,612.50
		129493 2190800.33	001-558-60-41-02	Planning Consultant-Pre Application Meeting	\$125.00
		129494 2190800.64	001-558-60-41-02	Planning Consultant-City of Orting Parks Plan	\$1,487.50
		129495 2190800.66	001-558-60-41-02	Planning Consultant-Tahoma Meadows	\$31.25
				Total	\$5,342.50
Arrow Lumber	50669	600186-DEC2	001-514-21-48-01	Stripe-Traffic marker WO7044	\$79.36
			001-515-41-41-04	No Trespassing Signs	\$59.01
			001-571-20-31-21	Tape for Dance	\$20.09
			105-576-80-31-00	Zip ties	\$4.26
			105-576-80-31-00	Gloves	\$7.10
			105-576-80-31-00	Outlet Surge Protector	\$13.12
			105-576-80-31-00	Energy Log-Fire Startes-Tree Lighting	\$16.16
			105-576-80-31-00	Rags-Gorilla Tape	\$26.12
			105-576-80-48-00	Hillman Fasteners-Wood-Park Inspection-WO7210	\$235.03
				INS 3126	
			105-576-80-48-02	Screw Driver Set	\$31.72
			105-576-80-48-02	1 3/8 Drill Bit	\$71.10
				Fa1198	
			105-576-80-48-03	120V LED Bulb	\$20.78
			401-534-10-31-00	Garden Hose	\$190.33
			401-534-50-48-01	Check Valve-Ball Valve-Coupling AdapterWingate Pump	\$66.57
			401-534-50-48-02	Pourable Anchor	\$24.92
401-534-50-48-02	Concrete Water Main Repair	\$31.50			
401-534-50-48-02	PVC Coupling-90 Elbow- WO7110	\$66.68			
401-534-50-48-02	Pocket Light-Flex Seal-Wire Brush	\$68.77			

Vendor	Number	Invoice	Account Number	Notes	Amount
Arrow Lumber	50669	600186-DEC2	401-534-50-48-06	Flagging Tape-FA1072	\$6.54
			401-534-50-48-06	Thread Tape FA1199	\$10.38
			408-535-50-48-02	Garbage Can with Lid	\$104.99
			408-535-50-48-02	Threaded Ball Valve	\$123.61
			408-535-50-48-08	Cultivator-Digging Bar	\$89.68
			408-535-60-48-04	Hillman Fasteners-WO-7165	\$4.76
			408-535-60-48-04	Hillman Fasteners-WO-7165	\$11.38
			408-535-60-48-04	Barrel Bolts-WO 7165	\$43.74
			410-531-38-31-00	Rags	\$25.04
			410-531-38-31-00	Level-Spray Adhesive-Gorilla Tape	\$88.58
Associated Petroleum Products INC	50670	0418087-IN	101-542-30-32-00	Fuel	\$165.04
			401-534-80-32-00	Fuel	\$660.17
			401-534-80-32-01	Fuel	\$211.03
			408-535-80-32-00	Fuel	\$48.99
			408-535-80-32-00	Fuel	\$162.95
			408-535-80-32-00	Fuel	\$660.17
			410-531-38-32-02	Fuel	\$211.03
			Total	\$2,119.38	
AT&T Mobilty	50719	287309454338X01042022	001-514-23-42-00	Cell Phones	\$202.92
			001-524-20-42-00	Cell Phones	\$45.59
			001-575-50-42-01	Cell Phones	\$50.64
			401-534-10-42-01	Cell Phones	\$545.24
			408-535-10-42-01	Cell Phones	\$545.23
		287309454338X12042021	001-514-23-42-00	Cell Phones	(\$62.69)
			001-524-20-42-00	Cell Phones	(\$154.41)
			001-575-50-42-01	Cell Phones	\$41.51
			401-534-10-42-01	Cell Phones	\$355.57
			408-535-10-42-01	Cell Phones	\$355.57
			Total	\$1,925.17	
Axon Enterprise INC	50671	INUS037374	001-594-21-64-43	Taser Lease	\$25,548.29
				Total	\$25,548.29
Barfield, Mark	50672	29-DEC-21	101-542-30-31-02	Boots	\$100.00
			401-534-10-31-04	Boots	\$100.00
			408-535-10-31-05	Boots	\$100.00
			Total	\$300.00	
Big J'S Outdoor Store	50673	Period 13-2021 - 201	001-524-20-31-01	Boots-Rain Jacket-Safety Vest-Williams	\$216.58

Vendor	Number	Invoice	Account Number	Notes	Amount
Big J'S Outdoor Store	50673	Period 13-2021 - 201	105-576-80-31-00	Gloves	\$5.90
				Total	\$222.48
Bingham, Matthew	50674	17-DEC-201	410-531-31-40-06	Public Operator-Pesticides Renewal	\$50.00
				Total	\$50.00
BlueTarp Credit Services	50675	C55145/3	001-513-10-31-03	4th QRT Health & Wellness Luncheon	\$94.02
		C58381/3	410-531-38-35-00	Post Hole Digger-Hand Pruner	\$109.38
				Total	\$203.40
Bonney Lake, City of	50720	reg-007515	001-524-20-49-01	Contracted Building Inspections Mar-Dec 2021	\$1,650.00
				Total	\$1,650.00
Brisco Inc.	50676	DEC2021-Fuel	001-524-20-32-01	Fuel Building	\$53.00
			401-534-80-32-01	Fuel Water	\$300.00
			410-531-38-32-02	Fuel Storm	\$101.00
			410-531-38-32-02	Fuel Storm	\$116.14
			410-531-38-32-02	Fuel Storm	\$140.88
				Total	\$711.02
Canonica, Steven	50677	3338-Waster Operators Cert-Canonica	401-534-50-49-15	Reimbursement-Water Operators Cert-Canonica	\$42.00
				Total	\$42.00
Centurylink	50678	300549640-DEC Per13	408-535-10-42-01	Sewer Phones	\$88.36
		300549818-DEC Per13	001-514-23-42-00	City Phones	\$330.65
			401-534-10-42-01	City Phones	\$311.33
			408-535-10-42-01	City Phones	\$353.16
			410-531-38-42-01	City Phones	\$68.50
		300549906-DEC Per13	401-534-10-42-01	Harman Springs	\$66.28
		300550216-DEC Per13	408-535-10-42-01	Sewer Phones	\$194.21
		300550553-DEC Per13	001-521-50-42-00	PD Phones	\$142.21
		409178327-DEC Per13	001-521-50-42-00	PD Phones	\$141.90
				Total	\$1,696.60
Cintas Corporation #461	50679	4101049329	408-535-60-48-04	Cleaning of City Park Restrooms	\$220.08
	50721	4103766474	408-535-60-48-04	Cleaning of City Park Restrooms	\$294.68
				Total	\$514.76
City of Lakewood	50680	PO-01768	001-521-40-49-00	EVOC Traing-Turner-Boone-Conner-Deffit	\$165.92
				Total	\$165.92
Core & Main LP	50681	P960371	401-534-50-48-02	Descaler	\$148.24

Vendor	Number	Invoice	Account Number	Notes	Amount
Core & Main LP	50681	Q086741	401-534-50-48-02	Parts for Emergency Repair- 197th WO7110	\$2,513.05
				Total	\$2,661.29
Corona, Jennifer	50682	Period 13-200	001-513-10-31-03	Fruit for Wellness Luncheon	\$16.22
				Total	\$16.22
Crystal & Sierra Springs	50683	5225720 010122	401-534-10-31-00	Water Public Works	\$5.06
			408-535-10-31-00	Water Public Works	\$5.07
				Total	\$10.13
Curry & Williams, P.I.I.c	50684	Court Judge-DEC 2021	001-512-50-10-02	Court Judge-DEC 2021	\$2,080.09
				Total	\$2,080.09
Department of Labor And Industries	50685	104573-DEC 2021	001-524-20-20-01	Correction to L&I QRT Reports	\$13.21
				Total	\$13.21
Drain-Pro INC	50686	91725	408-535-60-48-04	Honey Bucket Service-Whitehawk Park	\$104.87
		91843	408-535-60-48-04	Honey Bucket Service-Main Park Home for the Holidays	\$217.71
	50722	91965	408-535-60-48-04	Honey Bucket Service-Replace TP Rod-Callstoga	\$5.25
		91966	408-535-60-48-04	Honey Bucket Service-Replace TP Rod-Main Park	\$5.25
		92193	408-535-60-48-04	Honey Bucket Service-Cemetery	\$96.57
		92194	408-535-60-48-04	Honey Bucket Service-Callstoga	\$103.84
		92195	408-535-60-48-04	Honey Bucket Service-Whjitehawk Park	\$108.75
		92196	408-535-60-48-04	Honey Bucket Rental-Gratzer Park	\$254.50
		92197	408-535-60-48-04	Honey Bucket Rental-Main Park	\$254.50
				Total	\$1,151.24
Enumclaw, City of	50687	06253	001-523-60-41-00	Jail Fees-Nov 2021	\$2,425.00
				Total	\$2,425.00
Grainger	50688	9138408530	401-534-10-31-00	Handheld Flashlights-HPS Bulb	\$52.56
		9146893947	401-534-10-31-00	Handheld Flashlights	\$55.51
				Total	\$108.07

Vendor	Number	Invoice	Account Number	Notes	Amount		
Hach Company	50689	12776011	408-535-10-31-03	Supplies	\$193.06		
		12781050	408-535-10-31-03	Supplies	\$49.88		
	50723	12806724	408-535-10-31-04	Chemical Purchase	\$165.20		
				Total	\$408.14		
Holden Polygraph, LLC	50690	110-DEC	001-521-20-41-00	Polygraph Testing-Beyers-Gibbs	\$600.00		
				Total	\$600.00		
Hometown Consulting	50691	#05	001-513-10-41-01	Lobbying Services-4th QRT	\$3,000.00		
				Total	\$3,000.00		
Inslee, Best, Doezie & Ryder, P.S	50692	373885-Nov2021	001-515-41-41-01	City Attorney Retainer	\$2,225.00		
			001-515-41-41-02	Attorney Services-Parks	\$103.82		
			001-515-41-41-02	Attorney Services-Public Records Request	\$285.50		
			001-515-41-41-02	Attorney Services	\$500.25		
			001-515-41-41-04	Attorney Services-Chronic Nuisance-Schoenbachler-#0010	\$1,063.76		
			001-515-41-41-06	Attorney Services-Code Enforcement	\$804.60		
			001-515-41-41-06	Attorney Services-Code Enforcement-#0012	\$2,123.82		
			001-515-41-41-07	Attorney Services-Development	\$155.73		
			50724	374709	001-515-41-41-01	City Attorney Retainer	\$2,225.00
					001-515-41-41-02	City Attorney-Services	(\$850.00)
					001-515-41-41-02	City Attorney-Records Request	\$137.50
					001-515-41-41-04	City Attorney-Schoenbachler-#0010	\$380.75
	001-515-41-41-06	City Attorney-Code Enforcement			\$247.50		
	001-515-41-41-06	City Attorney-Code Enforcement #0012			\$2,004.77		
	001-515-41-41-07	City Attorney-Development	\$137.50				
	Total				\$11,545.50		
	Intercom Language Services	50693	21-547	001-512-50-49-05	Court Appointed Interpreter-1A0589346	\$130.00	
			21-629	001-512-50-49-05	court Appointed Interpreter-1A0639269-	\$130.00	
Total					\$260.00		
Keybank-MasterCard	EFT-MasterCard-DEC 2021	0525-Agfalvi- DEC2021	001-511-60-31-01	Facebook for Council MMasterCard-Turnereetings	\$6.00		

Vendor	Number	Invoice	Account Number	Notes	Amount
Keybank-MasterCard	EFT-MasterCard-DEC 2021	0525-Agfalvi- DEC2021	001-511-60-31-01	Facebook for Council	\$10.00
			001-511-60-31-01	M MasterCard-Turnereetings	\$49.19
			001-571-20-31-01	Zoom for Council Meetings	\$16.09
			001-571-20-31-01	Candy Canes-Home for the Holidays	\$16.46
			001-571-20-31-01	Pens For Santa Letters	\$69.60
			001-571-20-31-01	Stamps for Santa Letters	\$420.10
			001-571-20-31-01	Survey Parks & Rec Survey	\$192.23
			001-521-20-31-01	Boots for Kenyon	\$28.43
			001-521-20-31-03	Business Cards-Haltaway	\$19.68
			001-514-23-31-02	Stamps.com	\$24.83
			001-514-23-31-02	Adobe Reader	\$17.27
			001-521-30-31-04	Adobe Records Redaction	\$15.00
			001-521-50-48-02	Car Wash	\$27.53
			001-523-60-41-00	Meal for Protective Custody	\$100.25
			001-513-10-31-03	Items for Wellness Lunch	\$189.76
			001-513-10-31-03	Items for Wellness Lunch	\$102.12
			408-535-50-49-15	WW Cert Renewals-Daskam-Huffman-Ewing-Canonica	\$15.59
			001-511-60-31-02	ScanDisk-Card	\$918.95
			001-511-60-31-02	Tablet for Council	\$119.99
			001-573-90-40-01	Ready Made Media Platform	\$193.03
			001-575-50-31-01	Snow Machine home for the Holidays	\$202.49
			105-594-76-64-37	Security Camera	\$39.61
			001-521-21-31-01	Mailing of Evidence	Total
Konica Minolta Business-Usa Inc	50725	277389300	001-521-10-40-06	Copier Lease PD	\$167.00
				Total	\$167.00
Kyocera Document Solutions Wes	50694	5018108326	105-576-80-41-15	Public Works Copier Lease	\$31.02
			401-534-10-42-03	Public Works Copier Lease	\$103.38
			408-535-10-42-03	Public Works Copier Lease	\$41.35
			410-531-10-42-03	Public Works Copier Lease	\$31.02
				Public Works Copier Lease	Total
Lawson Electric	50726	1207	408-535-50-48-03	Replace Holding Tank Lights & Rewire Pole for 2 lights	\$3,333.97

Vendor	Number	Invoice	Account Number	Notes	Amount
Lawson Electric	50726	1208	408-535-50-48-03	Replace 150W Light & Photocell- Replace Bracket & Repair Pole	\$1,152.64
				Total	\$4,486.61
Lemay Mobile Shredding	50727	4730849	401-534-10-31-00	Public Works Shredding	\$20.00
			408-535-10-41-14	Public Works Shredding	\$20.00
			410-531-38-31-00	Public Works Shredding	\$20.00
				Total	\$60.00
LN Curtis & Son	50695	INV552141	001-521-20-31-01	Uniform Item for Kenyon	\$1,534.88
				Total	\$1,534.88
McClatchy Company LLC	50728	87735	001-511-60-49-01	Publications-ORD 2021-1090	\$138.71
				Total	\$138.71
O'Reilly Auto Parts	50729	1265583 DEC2021	001-521-50-48-02	Supplies	\$6.55
			001-521-50-48-02	Wiper Blades	\$66.49
			101-542-30-48-02	Copper Plug	\$4.37
			105-576-80-31-00	Light-FA1029	\$9.62
			401-534-10-31-00	Cleaning Supplies for Truck-FA1072	\$13.98
			401-534-50-48-06	Rocker Switch- Relay-Wire-FA1199	\$77.93
				Total	\$178.94
P.C. Budget & Finance	50730	C-104188 Peg Fees RD	001-514-23-49-07	Peg Fees 3RD QRT	\$1,165.87
			633-589-30-00-03	Peg Fees 3RD QRT	\$1,165.87
	50696	CI-310353 C-104188	001-511-20-49-04	Pierce County Regional Council	\$330.70
	50730	CI-311081 C-104188	001-554-30-40-00	PC Animal Control- DEC 2021	\$2,410.17
				Total	\$5,072.61
Pape & Sons Construction INC	50697	Pay Request #3 2020 Lift Station Upgrades Project	408-594-35-63-33	2020 Lift Station Upgrades Project- Pay Request #3	\$37,867.52
				Total	\$37,867.52
Parametrix	50698	29223	001-524-20-41-02	Belfair Estates- Construction Services	\$618.75
			001-524-20-41-02	Bridgewater Plat- Design Review	\$1,890.00
	50731	30536	410-594-31-41-30	Calistoga Levee Agency Coord- Project	\$125.86
			410-594-31-41-30	Management Calistoga Levee Add Svcs Post High Water Evaluation	\$510.00

Vendor	Number	Invoice	Account Number	Notes	Amount
Parametrix	50698	30537	001-558-60-41-01	General Development-General	\$1,081.25
			001-558-60-41-01	General Consulting-General	\$1,142.50
			101-542-30-41-01	General Consulting-Streets	\$10,375.49
			401-534-10-41-01	General Consulting-Water	\$2,750.00
			401-594-34-41-01	Well 1 Booster PS VFD Intergration-Project Management	\$955.00
			401-594-34-41-01	Well 1 Booster PS VFD Intergration-Office Engineering	\$1,530.00
			401-594-34-41-01	Well 1 Booster PS VFD Intergration-Programming Services	\$3,145.00
			408-535-10-41-01	General Consulting-Sewer	\$1,517.50
			408-594-35-63-37	Lift Station Improvemnet Construction Mgmt-Project Startup	\$110.00
			408-594-35-63-37	Lift Station Improvemnet Construction Mgmt-Project Mgmt	\$798.75
			408-594-35-63-37	Lift Station Improvemnet Construction Mgmt-Construction Observation	\$2,035.00
			408-594-35-63-37	Lift Station Improvemnet Construction Mgmt-Project Mgmt	\$2,539.99
			408-594-35-63-37	Lift Station Improvemnet Construction Mgmt-Office Engineering & Docs	\$4,615.00
			410-531-39-41-01	General Consulting-Storm	\$1,548.75
			410-594-31-41-30	VG Outfall Replacement-Project Management	\$420.00
			410-594-31-41-30	VG Outfall Replacement-Final Design	\$485.00
			410-594-31-41-30	VG Outfall Replacement-Permitting	\$1,127.26
			410-594-31-41-43	Calistoga Street W Improvemnts-Final Plans & Contract Documents	\$1,375.00
			410-594-31-41-43	Calistoga Street W Improvemnts-90% Design	\$3,825.00
			410-594-31-41-43	Calistoga Street W Improvemnts-Stormwater Report & 30% Design	\$5,175.00

Vendor	Number	Invoic	Account Number	Name	Amount
Parametrix	50698	30537	410-594-31-41-45	Levee FEMA O&M - Lamp Support (Jones Levee)	\$510.00
		30538	001-524-20-41-02	Meadows Phase 4- Construction Services	\$85.00
			001-524-20-41-02	Belfair Estates- Construction Services	\$108.75
		30541	408-594-35-41-12	WWTP Phase II- Process Improvements	\$355.00
			408-594-35-41-12	WWTP Phase II- Immediate Needs Improvements	\$1,542.50
			408-594-35-41-12	WWTP Phase II- Project Managemnet	\$2,505.00
			408-594-35-41-12	WWTP Phase II- Solids Improvement	\$30,618.75
		30608	101-595-10-40-01	Kansas Street SW Preliminary Design- UFS	\$93.68
			101-595-10-40-01	Kansas Street SW Preliminary Design	\$1,847.88
			101-595-10-40-01	Kansas Street SW Preliminary Design- HWA Geosciences	\$3,499.51
			101-595-10-40-01	Kansas Street SW Preliminary Design- Fixed Fees	\$3,649.14
			101-595-10-40-01	Kansas Street SW Preliminary Design- PH Consulting LLC	\$23,724.47
			101-595-10-40-01	Kansas Street SW Final Design	\$27,006.31
			101-595-10-40-04	Kansas Street SW Preliminary Design- Stormwater Report	\$791.27
			101-595-10-40-04	Kansas Street SW Preliminary Design- Project Management	\$3,842.67
		30769	101-595-10-64-34	Whitehawk Blvd Extension-Enviro Doc & Permit-ODC	\$215.13
			101-595-10-64-34	Whitehawk Blvd Extension-Final Design	\$560.12
			101-595-10-64-34	Whitehawk Blvd Enviornmental Section-404 Permit & Section 401 Water Qual Cert	\$813.02
			101-595-10-64-34	Whitehawk Blvd Extension-Project Managemnet	\$814.23
			101-595-10-64-34	Whitehawk Blvd Extension- Preliminary Design	\$873.56
			101-595-10-64-34	Whitehawk Blvd Extension-Enviro Doc& Permit-NEPA Documentation	\$909.18
			101-595-10-64-34	Whitehawk Blvd Extension-Fixed Fees	\$2,009.00

Vendor	Number	Invoice	Account Number	Notes	Amount
Parametrix	50698	30769	101-595-10-64-34	Whitehawk Blvd Extension-Enviro Permit & Approval	\$14,466.47
	50731	31060	410-594-31-41-30	Critical Area Report Calistoga Levee Agency Coord- Project	\$222.46
			410-594-31-41-30	Management Calistoga Levee Agency Coord- Pierce County Commwnts	\$820.26
			410-594-31-41-30	Calistoga Levee Agency Coord- Project	\$4,085.89
	50698	31061	001-524-20-41-02	Management Bridgewater Plat- Design Review	\$901.25
	50731	31064	408-594-35-41-12	WWTP Phase II Expansion-Design Process	\$27.50
			408-594-35-41-12	Improvements WWTP Phase II Expansion-Design Immediate Needs Improvements	\$85.00
			408-594-35-41-12	WWTP Phase II Expansion-Project Startup	\$3,617.50
			408-594-35-41-12	WWTP Phase II Expansion-Design Plans	\$5,496.25
			408-594-35-41-12	WWTP Phase II Expansion-Design Solids Improvement	\$24,586.25
		31065	101-595-10-40-04	Kansas Street SW Preliminary Design- HWA Geosciences	\$113.70
			101-595-10-40-04	Kansas Street SW Final Design	\$176.25
			101-595-10-40-04	Kansas Street SW Preliminary Design- Fixed fees	\$297.76
			101-595-10-40-04	Kansas Street SW Preliminary Design- HWA Geosciences	\$2,321.69
			101-595-10-40-04	Kansas Street SW Preliminary Design- Project	\$2,556.31
		31300	001-558-60-41-01	Management General Development	\$382.50
			001-558-60-41-01	General Consulting- General	\$388.75
			105-594-76-63-15	Gratzer Park Design-office Engineering	\$2,468.75
			320-595-20-60-01	General Consulting- Streets	\$4,723.39
			401-534-10-41-01	General Consulting- Water	\$878.75
			401-534-10-41-19	General Consulting- Telemetry O&M	\$1,360.00
			401-594-34-41-01	Well 1 Booster PS VFD Intergration- Startup & Testing	\$170.00

Vendor	Number	Invoice	Account Number	Notes	Amount
Parametrix	50731	31300	401-594-34-41-01	Well 1 Booster PS VFD Intergration-Programming Services	\$170.00
			401-594-34-41-01	Well 1 Booster PS VFD Intergration-Project Management	\$785.00
			401-594-34-41-01	Well 1 Booster PS VFD Intergration-Office Engineering	\$1,515.00
			408-535-10-41-01	General Consulting-Sewer	\$425.00
			408-594-35-41-12	WWTP Improvements-Project Management	\$60.00
			408-594-35-41-12	WWTP Improvements-PreDesign Engineering Report	\$5,337.88
			408-594-35-63-37	Lift Station Improvements Construction Mgmt-Project Management	\$917.50
			408-594-35-63-37	Lift Station Improvements Construction Mgmt-Office Engineering & Doc	\$7,710.00
			408-594-35-63-37	Lift Station Improvements Construction Mgmt-Construction Observation	\$8,772.50
			410-531-39-41-01	General Consulting-Storm	\$710.00
			410-594-31-41-30	VG Outfall Replacement-Project Management	\$60.00
	50698	31440	101-595-10-64-34	Whitehawk Blvd Extension-ODC-PMX	\$207.85
			101-595-10-64-34	Whitehawk Blvd Preliminary Design	\$210.14
			101-595-10-64-34	Whitehawk Blvd Extension-Final Design	\$435.65
			101-595-10-64-34	Whitehawk Blvd Environmental Section 404 Permit & Section 401	\$547.15
			101-595-10-64-34	Water Qual Cert Whitehawk Blvd Extension Enviro permit & Approval	\$796.94
			101-595-10-64-34	Critical Area Report Whitehawk Blvd Extension-Fixed Fees	\$1,137.12
			101-595-10-64-34	Whitehawk Blvd Environmental Alternative Analysis	\$1,189.81

Vendor	Number	Invoice	Account Number	Notes	Amount
Parametrix	50698	31440	101-595-10-64-34	Whitehawk Blvd Extension-Project Management-QA & QC	\$1,482.24
			101-595-10-64-34	Whitehawk Blvd Enviro Permit & Approval Final Mitigation Plan	\$5,773.44
	50731	32003	410-594-31-41-30	Calistoga Levee Agency Add Svcs Project Management	\$60.00
			410-594-31-41-30	Calistoga Levee Agency- Construction Admin Assistance Expenses	\$154.30
			410-594-31-41-30	Calistoga Levee Agency Coord/Project Management	\$226.72
			410-594-31-41-30	Calistoga Levee Agency Add Svcs Mitigation Plan Revisions	\$20,378.17
	50698	32004	001-524-20-41-02	Bridgewater Plat- Construction Services	\$85.00
			001-524-20-41-02	Bridgewater Plat- Design Review	\$196.25
	50731	32006	408-594-35-41-12	WWTP Phase II Project Management	\$4,668.75
			408-594-35-41-12	WWTP Phase II Solids Improvements	\$33,082.50
		32007	101-595-10-40-04	Kansas Street SW Preliminary Design- Fixed Fees	\$204.63
			101-595-10-40-04	Kansas Street SW Final Design	\$1,877.86
			101-595-10-40-04	Kansas Street SW Preliminary Design- PH Consulting LLC	\$7,287.83
		32009	001-558-60-41-01	General Development	\$200.00
			001-558-60-41-01	General	\$227.50
			101-542-30-41-01	Consulting-General General Consulting- Streets	(\$1,713.83)
			101-542-30-41-01	General	\$785.00
			105-594-76-63-15	Consulting-Streets Gratzer Park	\$450.00
			105-594-76-63-15	Bidding Assistance Gratzer Park	\$630.00
				Design-CM office Engineering	
			401-534-10-41-01	General	\$500.00
			401-534-10-41-19	Consulting-Water General Consulting- Telemetry O&M	\$4,165.00
			401-594-34-41-01	Well 1 Booster PS VFD Integration- Office Engineering	\$200.00

Vendor	Number	Invoice	Account Number	Notes	Amount
Parametrix	50731	32009	401-594-34-41-01	Well 1 Booster PS VFD Integration- Construction Observation	\$340.00
			401-594-34-41-01	Well 1 Booster PS VFD Integration- Project	\$920.00
			401-594-34-41-01	Management Well 1 Booster PS VFD Integration- Startup/Testing	\$2,663.75
			408-535-10-41-01	General Consulting- Sewer	\$255.00
			408-594-35-41-12	WWTP Improvements- Project	\$60.00
			408-594-35-63-37	Management Lift Station Improvements Construction Mgmt- Project	\$685.00
			408-594-35-63-37	Management Lift Station Improvements Construction Mgmt- Construction	\$8,002.50
			408-594-35-63-37	Observation Lift Station Improvements Construction Mgmt- Office Engineering & Document	\$11,917.50
			410-531-39-41-01	General Consulting Storm	\$935.00
	32110		101-595-10-64-34	Whitehawk BLVD Extension-Final Design	\$93.36
			101-595-10-64-34	Whitehawk BLVD Extension-ODC- PMX	\$317.38
			101-595-10-64-34	Whitehawk BLVD Extension Enviro DOc & Permit- NEPA	\$370.07
			101-595-10-64-34	Documentation Whitehawk BLVD Enviornmental Alternative Analysis	\$481.79
			101-595-10-64-34	Whitehawk BLVD Extension-Section 4 (f) Evaluation	\$544.43
			101-595-10-64-34	Whitehawk BLVD Enviornmental Section 404 Permit & Section 401 Water QUAL Cert	\$567.19
			101-595-10-64-34	Whitehawk BLVD Extension-Project Management/QA& QC	\$723.46
			101-595-10-64-34	Whitehawk BLVD Extension-Fixed Fees	\$827.11
			101-595-10-64-34	Whitehawk BLVD Enviornmental Permit & Approval Critical Area Report	\$1,251.56

Vendor	Number	Invoice#	Account Number	Notes	Amount	
Parametrix	50731	32110	101-595-10-64-34	Whitehawk BLVD Enviornmental Permit & Approval- Final Mitigation Plan	\$3,558.52	
			101-595-10-64-34	Whitehawk BLVD Extension- Geotechnical Sub (HWA)	\$5,460.88	
			101-595-10-64-34	Whitehawk BLVD Extension-Traffic Design Sub (PH Consulting)	\$6,726.15	
	50698	32240	001-524-20-41-02	Meadows Phase 4- Construction Services	\$170.00	
			001-524-20-41-02	Bridgewater Plat- Design Review	\$878.75	
					Total	\$385,875.25
	Pcrd (landfill)	50699	36086	105-576-80-48-05	Dump Fees	\$24.49
				408-535-50-47-18	Dump Fees	\$24.49
				410-531-38-48-05	Dump Fees	\$24.50
Pierce County Television	50732	2021-PC TV	001-511-20-49-01	Extra Council Meetings	\$70.00	
			001-511-20-49-01	Pulled Clip	\$70.00	
			101-542-30-41-08	Orting Pedestrian Bridge	\$1,400.00	
Platt	50733	2H96540	401-534-50-48-03	Bulb-Water	\$175.84	
Public Safety Testing	50700	2021-895	001-521-20-31-05	Public Safety Testing-4th QRT	\$142.00	
Puget Sound Energy	50701	200001247663-DEC2021	408-535-50-47-07	VC Lift Station	\$261.86	
		200001247812-DEC2021	101-542-63-47-03	Street Lights	\$32.90	
		200001248034-DEC2021	401-534-50-47-02	Chlorinator	\$206.08	
		200001248190-DEC2021	105-576-80-47-01	North Park	\$10.85	
		200001248372-DEC2021	401-534-50-47-08	Well 3	\$952.43	
		200001248539-DEC2021	001-525-50-47-01	Lahar Siren	\$12.50	
		200001532189-DEC2021	105-576-80-47-02	Main Park	\$596.37	
			105-576-80-47-03	Bell Tower	\$255.58	
		200002708986-DEC2021	408-535-50-47-05	VG Lift Station	\$453.08	
		200003466280-DEC2021	001-518-20-40-03	City Hall Train ST	\$364.86	
		200005438367-DEC2021	401-534-50-47-03	Well 1	\$666.84	
		200009717931-DEC2021	401-534-50-47-04	Well 2	\$72.39	
		200010396543-DEC2021	105-576-80-47-01	North Park	\$199.48	
		200010396733-DEC2021	401-534-50-47-11	Well 4 Pump Station	\$3,176.14	
				City Shop Calistoga	\$16.16	
		200010629349-DEC2021	101-542-63-47-01	City Shop Calistoga	\$12.93	
			104-536-50-47-01	City Shop Calistoga	\$19.39	
		200013874264-DEC2021	401-534-50-47-01	City Shop Calistoga	\$16.15	
			408-535-50-47-01	City Shop Calistoga	\$16.15	
		200013874264-DEC2021	408-535-50-47-06	WWTP	\$12,077.44	

Vendor	Number	Invoice	Account Number	Notes	Amount	
Puget Sound Energy	50701	200014994137-DEC2021	408-535-50-47-05	VG Lift Station	\$324.65	
		200015669910-DEC2021	401-534-50-47-02	Chlorinator	\$239.58	
	50734	200019613294-DEC2021	104-536-50-47-02	Cemetery Shop	\$64.32	
		200019646914 DEC2021	101-542-63-47-03	Street Lights	\$49.20	
	50701	200021421298-DEC2021	408-535-50-47-06	Rainier Meadows	\$103.55	
		200022934653-DEC2021	001-575-50-47-01	MPC	\$857.82	
		200024404523-DEC2021	408-535-50-47-02	Lift Station 1	\$189.87	
		220011476857-DEC2021	408-535-50-47-03	High Cedars Lift Station	\$157.02	
		220015220399-DEC2021	101-542-63-47-03	Street Lights	\$78.41	
		220020534461-DEC2021	101-542-63-47-01	Public Works Shop-Rocky RD	\$235.63	
			401-534-50-47-01	Public Works Shop-Rocky RD	\$235.62	
			408-535-50-47-01	Public Works Shop-Rocky RD	\$235.63	
	50734	220028112518 DEC2021	101-542-63-47-03	Street Lights	\$12.73	
					Total	\$22,187.46
	Puyallup, City of	50702	AR114476	001-525-10-40-00	2021 Emergency Mgmt Interlocal Agreement	\$600.53
50735		AR114524 - AR00193	001-525-10-40-00	Emergency Management-DEC 2021	\$678.97	
				Total	\$1,279.50	
Randles Sand & Gravel	50703	419184	105-576-80-48-05	Unclassified Fill	\$32.72	
			401-534-50-49-17	Unclassified Fill	\$32.72	
		419185	410-531-38-48-05	Unclassified Fill	\$32.72	
			105-576-80-48-05	Unclassified Fill-Removal	\$92.96	
			401-534-50-49-17	Unclassified Fill-Removal	\$92.96	
			410-531-38-48-05	Unclassified Fill-Removal	\$92.96	
		419186	105-576-80-48-05	Unclassified Fill-Removal	\$69.96	
			401-534-50-49-17	Unclassified Fill-Removal	\$69.96	
			410-531-38-48-05	Unclassified Fill-Removal	\$69.96	
					Total	\$586.92
Reed, Greg	50704	16-DEC-21	001-513-10-31-03	4th QRT Health & Wellness Luncheon	\$21.46	
Russo, Gretchen	50705	DEC-Per13-202	001-514-23-31-02	Fuel	\$25.11	
Schwab, Erica	50706	112	001-521-10-10-04	Civil Service-Consultant-DEC 2021	\$300.00	
Scientific Supply & Equip	50707	31452386	408-535-10-31-04	Lab Supplies	\$133.92	
		31452458	408-535-10-31-04	Lab Supplies	\$310.39	

Vendor	Number	Invoice	Account Number	Notes	Amount
Scientific Supply & Equip	50707	31452487	408-535-10-31-01	Lab Supplies	\$970.20
		31452506	408-535-10-31-01	Lab Supplies	\$53.66
				Total	\$1,468.17
SCORE	50736	5704-Jail Fees-DEC2021	001-523-60-41-00	Jail Fees-DEC2021	\$5,174.00
				Total	\$5,174.00
SHRED-IT, C/O Stericycle INC	50708	8000595222	001-521-20-31-03	PD Shredding	\$111.03
		8000595243	001-514-23-31-02	City Hall Shredding	\$99.92
				Total	\$210.95
Spectral Laboratories	50709	162750	408-535-10-41-03	Lab Testing	\$168.00
				Total	\$168.00
Sterling Codifers / American Legal Publishing	50710	13689-1078-1089	001-514-23-41-10	Supplement 47-ORDS 2021 1078-1089	\$2,006.89
				Total	\$2,006.89
Sumner Lawn'n Saw	50737	87382	104-536-50-48-01	Parts for Equipment-Tune Ups	\$134.16
			105-576-80-48-01	Parts for Equipment-Tune Ups	\$134.15
			408-535-50-48-04	Parts for Equipment-Tune Ups	\$29.81
			410-531-38-48-01	Parts for Equipment-Tune Ups	\$298.12
				Total	\$596.24
The Walls Law Firm	50738	139-Prosecuting Attorney-DEC2021	001-515-41-41-03	Prosecuting Attorney-DEC2021	\$2,070.25
				Total	\$2,070.25
ULINE	50711	142413303	105-576-80-48-00	Gas Cans-Uline Cooler	\$119.69
			410-531-38-48-00	Gas Cans-Uline Cooler	\$478.76
				Total	\$598.45
UniFirst Corporation	50712	330 1811045	408-535-10-31-03	Uniform Item-Protective Services	\$195.93
		330 1813269	408-535-10-31-03	Uniform Item-Protective Services	\$287.08
				Total	\$483.01
Utilities Underground Location Center	50713	1120203	401-534-60-41-00	Locates-Dec 2021	\$50.31
			408-535-60-41-00	Locates-Dec 2021	\$50.31
				Total	\$100.62
Verizon Wireless	50714	9895156660	001-514-23-42-00	Cell Phones	\$41.87

Vendor	Number	Invoice	Account Number	Notes	Amount			
Verizon Wireless	50714	9895156660	401-534-10-42-01	Cell Phones-Data	\$228.72			
			408-535-10-42-01	Cell Phones-Data	\$228.71			
			Total		\$499.30			
Vision Forms LLC	50715	6907	401-534-10-31-00	Utility Bill Processing & Mailing	\$61.94			
			401-534-10-42-00	Utility Bill Processing & Mailing	\$68.23			
			408-535-10-31-00	Utility Bill Processing & Mailing	\$61.94			
			408-535-10-42-00	Utility Bill Processing & Mailing	\$68.24			
			410-531-38-31-00	Utility Bill Processing & Mailing	\$61.94			
			410-531-38-42-00	Utility Bill Processing & Mailing	\$68.23			
			6912	401-534-10-31-00	Utility Bill Processing & Mailing	\$377.48		
				401-534-10-42-00	Utility Bill Processing & Mailing	\$404.08		
				408-535-10-31-00	Utility Bill Processing & Mailing	\$377.48		
			408-535-10-42-00	Utility Bill Processing & Mailing	\$404.08			
			410-531-38-31-00	Utility Bill Processing & Mailing	\$377.48			
			410-531-38-42-00	Utility Bill Processing & Mailing	\$404.07			
			Total		\$2,735.19			
			Water Management Lab Inc.	50716	199328	401-534-10-41-03	Lab Testing	\$161.00
						50739	199563	401-534-10-41-03
199795	401-534-10-41-03	Lab Testing				\$705.00		
Total		\$1,146.00						
Wex Bank	50740	77646605	001-521-20-32-00	Fuel-PD	\$1,923.32			
			Total		\$1,923.32			
Grand Total					\$550,824.47			

VOUCHER/WARRANT REGISTER
FOR January 26th, 2022 COUNCIL
CLAIMS/PAYROLL VOUCHER APPROVAL

CITY OF ORTING

WE, THE UNDERSIGNED, DO HEREBY CERTIFY UNDER PENALTY OF PERJURY THAT THE MATERIALS HAVE BEEN FURNISHED, THE SERVICES RENDERED OR THE LABOR PERFORMED AS DESCRIBED HEREIN AND THAT THE CLAIM IS A JUST, DUE AND UNPAID OBLIGATION AGAINST THE CITY OF ORTING, AND THAT WE ARE AUTHORIZED TO AUTHENTICATE AND CERTIFY TO SAID CLAIM.

JANUARY 2nd COUNCIL

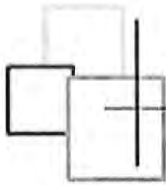
CLAIMS WARRANTS #50741 THRU #50764
IN THE AMOUNT OF \$ 287,273.36
MASTERCARD EFT \$ -

PAYROLL WARRANTS #23846 THRU #23847 = \$11,709.74
EFT \$ 156,225.20
IN THE AMOUNT OF \$ 167934.94
Carry Over \$ 31,779.39
ARE APPROVED FOR PAYMENT ON JANUARY 26, 2022

COUNCILPERSON _____

COUNCILPERSON _____

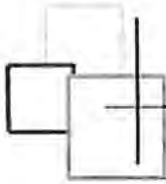
CITY CLERK _____



Fund Transaction Summary

Transaction Type: Invoice
Fiscal: 2022 - 2022-January - 2nd Council Date 1/26/2021

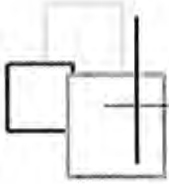
Fund Number	Description	Amount
001	Current Expense	\$105,113.43
101	City Streets	\$15,336.51
104	Cemetery	\$2,264.62
105	Parks Department	\$16,630.90
401	Water	\$52,018.22
408	Wastewater	\$52,231.05
410	Stormwater	\$43,678.63
	Count: 7	\$287,273.36



Register

Fiscal: 2022
 Deposit Period: 2022 - 2022-January
 Check Period: 2022 - 2022-January - 2nd Council Date 1/26/2021

Number	Name	Fund	Clearing Date	Amount
Key Bank	2000073			
Check				
<u>50741</u>	Ford Motor Credit Company LLC		1/17/2022	\$4,084.81
<u>50742</u>	Aktivov LLC		1/20/2022	\$25,736.35
<u>50743</u>	Alpine Products Inc.		1/20/2022	\$585.86
<u>50744</u>	Brouillette, Ken		1/20/2022	\$180.00
<u>50745</u>	Capital Heating & Cooling		1/20/2022	\$318.77
<u>50746</u>	CenturyLink-Lumen		1/20/2022	\$2,003.14
<u>50747</u>	DM Disposal Co., Inc		1/20/2022	\$1,677.85
<u>50748</u>	E-Squared Systems,LLC		1/20/2022	\$196.92
<u>50749</u>	Evergreen Rural Water of		1/20/2022	\$645.60
<u>50750</u>	GreatAmerica Financial Svcs		1/20/2022	\$1,131.79
<u>50751</u>	Harrington's Janitorial		1/20/2022	\$411.00
<u>50752</u>	Jan-Pro Cleaning Systems Of Puget Sound		1/20/2022	\$547.00
<u>50753</u>	Orca Pacific, Inc		1/20/2022	\$1,532.69
<u>50754</u>	Pollard Water-Ferguson Enterprises INC #3326		1/20/2022	\$201.02
<u>50755</u>	Puget Sound Clean Air Agency		1/20/2022	\$5,290.00
<u>50756</u>	Puget Sound Energy		1/20/2022	\$9.63
<u>50757</u>	Purcor Pest Solutions		1/20/2022	\$361.07
<u>50758</u>	Sterling Codifers / American Legal Publishing		1/20/2022	\$500.00
<u>50759</u>	UniFirst Corporation		1/20/2022	\$201.84
<u>50760</u>	United Laboratories		1/20/2022	\$451.52
<u>50761</u>	Valley Sign		1/20/2022	\$273.50
<u>50762</u>	Vision Municipal Solutions LLC		1/20/2022	\$13,811.00
<u>50763</u>	Washington Cities Insurance Authority		1/20/2022	\$226,462.00
<u>50764</u>	WIN-911 Software		1/20/2022	\$660.00
		Total	Check	\$287,273.36
		Total	2000073	\$287,273.36
		Grand Total		\$287,273.36



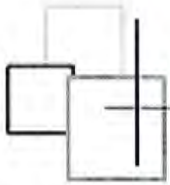
Custom Council Report

Vendor	Number	Invoiced	Account Number	Notes	Amount
Aktivov LLC	50742	ORTING/2022/01	101-542-30-41-16	Reliability Centered Maintenance Software-2022	\$5,147.27
			105-576-80-41-11	Reliability Centered Maintenance Software-2022	\$5,147.27
			401-534-10-41-36	Reliability Centered Maintenance Software-2022	\$5,147.27
			408-535-10-41-38	Reliability Centered Maintenance Software-2022	\$5,147.27
			410-531-38-41-07	Reliability Centered Maintenance Software-2022	\$5,147.27
			Total		
Alpine Products Inc. 50743		TM-206873	101-542-30-48-02	Balade-Socket-Handle-Burner Assembly	\$292.93
			410-531-38-48-00	Balade-Socket-Handle-Burner Assembly	\$292.93
			Total		
Brouillette, Ken	50744	2022-1	001-524-20-49-01	Fire Alarm Testing-Orting Animal Hospital	\$180.00
Total				\$180.00	
Capital Heating & Cooling	50745	104978	001-512-50-42-01	City Hall Heating System	\$6.39
			001-514-23-42-02	City Hall Heating System	\$79.69
			001-521-50-42-05	City Hall Heating System	\$79.69
			001-524-20-42-01	City Hall Heating System	\$6.39
			105-576-80-41-17	City Hall Heating System	\$6.39
			401-534-10-42-04	City Hall Heating System	\$47.82
			408-535-10-42-04	City Hall Heating System	\$47.82
			410-531-38-42-02	City Hall Heating System	\$44.58
			Total		
CenturyLink-Lumen 50746		276214597	001-512-50-42-00	City Hall Internet	\$140.22
			001-514-23-42-00	City Hall Internet	\$240.38
			001-521-50-42-00	City Hall Internet	\$600.94
			001-524-20-42-00	City Hall Internet	\$60.09
			101-542-30-42-00	City Hall Internet	\$80.13
			105-576-80-41-16	City Hall Internet	\$120.19

Vendor	Number	In. ofcs	Account Number	Notes	Amount
CenturyLink-Lumen	50746	276214597	401-534-10-42-01	City Hall Internet	\$240.38
			408-535-10-42-01	City Hall Internet	\$280.44
			410-531-38-42-01	City Hall Internet	\$240.37
			Total	\$2,003.14	
DM Disposal Co., Inc	50747	10307557	408-535-60-47-00	WWTP-Garbage Service	\$1,268.98
			10323972	Garbage Service-PW Shop	\$408.87
			Total	\$1,677.85	
E-Squared Systems,LLC	50748	M258-7	408-535-10-41-07	WWTP Alarm	\$196.92
			Total	\$196.92	
Evergreen Rural Water of	50749	44943	401-534-50-49-01	Annual Membership	\$645.60
			Total	\$645.60	
Ford Motor Credit Company LLC	50741	1768815-Lease Payment #38 - 2018 Ford F-150 8487902	001-591-21-70-03	Lease Payment #38 - 2018 Ford F-150-P 8487902	\$980.41
			001-592-21-80-02	Lease Payment # - 2018 Ford F-150-l 8487902	\$123.37
			001-591-21-70-03	Lease Payment #39 - 3-2018 Ford Interceptor-P 8487901	\$2,685.91
			001-592-21-80-02	Lease Payment #39 - 3-2018 Ford Interceptor-l 8487901	\$295.12
			Total	\$4,084.81	
GreatAmerica Financial Svcs	50750	30864254	001-594-12-41-02	Phone Lease	\$79.23
			001-594-14-41-03	Phone Lease	\$147.13
			001-594-14-41-07	Phone Lease	\$22.64
			001-594-21-41-03	Phone Lease	\$339.54
			001-594-24-41-02	Phone Lease	\$33.95
			101-594-42-41-02	Phone Lease	\$45.27
			105-594-76-41-03	Phone Lease	\$33.95
			401-594-34-42-03	Phone Lease	\$135.81
			408-594-35-64-55	Phone Lease	\$158.45
			410-594-31-41-42	Phone Lease	\$135.82
			Total	\$1,131.79	
Harrington's Janitorial	50751	3916	401-534-10-41-43	Janitorial-City Shop-Rocky RD	\$137.00
			408-535-10-41-44	Janitorial-City Shop-Rocky RD	\$137.00
			410-531-31-41-04	Janitorial-City Shop-Rocky RD	\$137.00
			Total	\$411.00	
Jan-Pro Cleaning Systems Of Puget Sound	50752	21-29360	001-512-50-41-08	Janitorial Service-City Hall	\$38.29

Vendor	Number	Invoice	Account Number	Notes	Amount	
Jan-Pro Cleaning Systems Of Puget Sound	50752	21-29360	001-514-21-41-01	Janitorial Service-City Hall	\$98.46	
			001-521-50-41-04	Janitorial Service-City Hall	\$164.10	
			001-524-20-49-02	Janitorial Service-City Hall	\$16.41	
			101-542-30-44-01	Janitorial Service-City Hall	\$21.88	
			401-534-10-41-43	Janitorial Service-City Hall	\$65.64	
			408-535-10-41-44	Janitorial Service-City Hall	\$76.58	
			410-531-31-41-04	Janitorial Service-City Hall	\$65.64	
			Total	\$547.00		
Orca Pacific, Inc	50753	053691	401-534-10-31-01	Sodium Hypochlorite	\$974.75	
			053795	401-534-10-31-01	Sodium Hypochlorite	\$557.94
				Total	\$1,532.69	
Pollard Water-Ferguson Enterprises INC #3326	50754	WP023857	401-534-10-31-00	Paddle Locks	\$201.02	
				Total	\$201.02	
Puget Sound Clean Air Agency	50755	22-065	001-511-20-49-07	2022 Clean Air Assessment	\$5,290.00	
				Total	\$5,290.00	
Puget Sound Energy	50756	200021119249-JAN2021	401-534-50-47-02	Chlorinator	\$9.63	
				Total	\$9.63	
Purcor Pest Solutions	50757	7622842	001-575-50-48-00	Pest Control	\$191.50	
		7624339	001-514-21-48-01	Pest Control	\$169.57	
			Total	\$361.07		
Sterling Codifiers / American Legal Publishing	50758	13299-2022	001-514-23-41-10	Annual Wed Hosting	\$500.00	
				Total	\$500.00	
UniFirst Corporation	50759	330 1819939	408-535-10-31-03	Uniform Item-Protective Services	\$201.84	
				Total	\$201.84	
United Laboratories	50760	INV337935	408-535-10-31-00	Earth Smarties-Ice Melt	\$451.52	
				Total	\$451.52	
Valley Sign	50761	3147	001-513-10-31-02	Employee Sign-Bethune	\$273.50	
				Total	\$273.50	

Vendor	Number	Invoice	Account Number	Notes	Amount
Vision Municipal Solutions LLC	50762	09-9872	001-514-23-41-04	Vision Software Assurance-Support & Updates	\$3,452.75
			001-524-20-41-01	Vision Software Assurance-Support & Updates	\$2,071.65
			001-575-50-41-03	Vision Software Assurance-Support & Updates	\$690.55
			101-542-30-41-04	Vision Software Assurance-Support & Updates	\$690.55
			401-534-10-41-05	Vision Software Assurance-Support & Updates	\$2,762.20
			408-535-10-41-05	Vision Software Assurance-Support & Updates	\$2,762.20
			410-531-38-41-04	Vision Software Assurance-Support & Updates	\$1,381.10
				Total	\$13,811.00
Washington Cities Insurance Authority	50763	15378-2022	001-519-00-46-00	Insurance/Bonds AWC	\$33,969.30
			001-519-00-46-01	Insurance/Bonds AWC	\$45,292.40
			001-519-00-46-03	Insurance/Bonds AWC	\$6,793.86
			101-542-30-42-02	Insurance/Bonds AWC	\$9,058.48
			104-536-50-41-03	Insurance/Bonds AWC	\$2,264.62
			105-576-80-41-18	Insurance/Bonds AWC	\$11,323.10
			401-534-00-46-00	Insurance/Bonds AWC	\$40,763.16
			408-535-00-46-00	Insurance/Bonds AWC	\$40,763.16
			410-531-00-46-00	Insurance/Bonds AWC	\$36,233.92
	Total	\$226,462.00			
WIN-911 Software	50764	213XT112-2022329	401-594-34-64-59	Scada Software Renewal	\$330.00
			408-594-35-64-54	Scada Software Renewal	\$330.00
				Total	\$660.00
				Grand Total	\$287,273.36



Fund Transaction Summary

Transaction Type: Invoice
Fiscal: 2022 - 2022-January - 2nd Council Date 1/26/2021

Fund Number	Description	Amount
001	Current Expense	\$105,113.43
101	City Streets	\$15,336.51
104	Cemetery	\$2,264.62
105	Parks Department	\$16,630.90
401	Water	\$52,018.22
408	Wastewater	\$52,231.05
410	Stormwater	\$43,678.63
	Count: 7	\$287,273.36

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
Regular Business Meeting Minutes
Virtual – Zoom meeting
January 12, 2022
7:00 p.m.

Mayor Joshua Penner, Chair

1. CALL MEETING TO ORDER AND PLEDGE OF ALLEGIANCE.

Mayor Penner called the meeting to order at 7:00pm. Councilmember Gunther led the Pledge of Allegiance.

2. SWEARING IN OF ELECTED COUNCIL MEMBERS AND MAYOR.

Position #1 – Tod Gunther
Position #2 – Chris Moore
Position #3 – Don Tracy
Position #7 – Melodi Koenig
Mayor – Joshua Penner

Jude Curry administered the oath of office to Councilmembers Tod Gunther, Chris Moore, Don Tracy, Melodi Koenig, and Mayor Joshua Penner.

3. ROLL CALL.

Roll call was taken.

Councilmembers present: Councilmembers Tod Gunther, Chris Moore, Don Tracy, John Williams, Gregg Bradshaw, Melodi Koenig, and Deputy Mayor Hogan.

Staff present: City Administrator Scott Larson, Finance Director Gretchen Russo, City Clerk Kim Agfalvi, City Attorney Charlotte Archer.

Mayor Penner read the following announcements:

The City Council, Staff, and the public are attending this meeting virtually, pursuant to Governor Inslee's Order 20-28 dated March 24, 2020. The public may attend via the platform Zoom by clicking the link for zoom on the City of Orting website, by telephone by dialing 1.253.215.8782, Meeting ID 959 8457 2174 passcode 693849. If you log in at zoom.com you will need to enter the meeting ID 959 8457 2174, the passcode 693849, and your name.

REQUEST FOR ADDITIONS OR MODIFICATIONS TO THE AGENDA.

3. PUBLIC COMMENTS - Comments may be sent to the City Clerk at clerk@cityoforting.org by 3pm on January 12th, 2022, and will be read in to the record at the meeting. In person attendees may provide public comment at the meeting. In the case of a question, the chair will refer the matter to the appropriate administrative staff member or committee. Written comments that come in after the 3pm deadline will be read in to the record at the next Council meeting.

No comments were made.

Americans with Disabilities Act – reasonable accommodations provided upon request (360) 893-2219
Next Regular Meeting: January 26th, 2022 at 7:00pm

4. CONSENT AGENDA- (Any request for items to be pulled for discussion?).

- A. Payroll Claims and Warrants.
- B. Regular Meeting minutes of December 8th, 2021

Councilmember Williams made a motion to approve consent agenda as prepared. Seconded by Deputy Mayor Hogan.

Motion passed (7-0).

5. AGENDA ITEMS.

- A. **AB22-04**– Parks Advisory Board Appointment
Mayor Penner

Councilmember Bradshaw made a motion to confirm the Mayor’s appointment of Shane Fairbanks and reappointment of Matthew Evans to the Parks Advisory Board. Seconded by Councilmember Koenig.

Motion passed (7-0).

- B. **AB22-01** – Pierce County Regional Council Appointment.
Mayor Penner

Mayor Penner briefed the Council on the Pierce County Regional Council. He stated what the functions of the Pierce County Regional Council are, and briefed on his role with the Council.

Councilmember Gunther nominated Councilmember Williams as an alternate. Councilmember Williams accepted the nomination.

Deputy Mayor Hogan made a motion to appoint Mayor Penner as representative to the Pierce County Regional and Councilmember Williams as the alternate. Seconded by Councilmember Moore.

Motion passed (7-0).

- C. **AB22-02** – Selection of Deputy Mayor 2022.
Mayor Penner

Mayor Penner briefed on the role of the Deputy Mayor, and explained the selection process to select a Deputy Mayor for the current year.

Councilmember Gunther suggested to defer the selection process until February so new Councilmembers can get to know existing members.

Mayor Penner stated Council debated on this item, and that this selection process is part of the Council rules of procedure. He stated that he does not have the latitude to change the date of the process, unless the Council wanted to.

Deputy Mayor Hogan stated that the term is one year from February 1st to January 31st, and that the rules state the selection of Deputy Mayor will be at the first meeting of January. He briefed on the selection process and referred to the Council rules of procedure that state that the Deputy Mayor runs the process for the nomination for Deputy Mayor. City Attorney Archer

advised that if the Deputy Mayor is nominated for Deputy Mayor, the Mayor would then take over the process. Deputy Mayor Hogan nominated himself for Deputy Mayor, and Mayor Penner took back over the selection process.

Councilmember Gunther nominated himself for Deputy Mayor.

Councilmember Moore stated he would like to see the process be deferred to a later date to allow new Councilmembers to learn more about the candidates. He stated he has no nomination at this time, and no objections to any councilmember nominated thus far.

Councilmember Williams nominated Councilmember Bradshaw for Deputy Mayor. Councilmember Bradshaw stated he accepted the nomination.

Councilmember Koenig stated she would like to nominate Deputy Mayor Hogan.

Mayor Penner stated we have three councilmembers nominated, Councilmember Gunther, Councilmember Bradshaw, and Deputy Mayor Hogan. He then asked for a statement from each councilmember in alphabetical order, starting with Councilmember Bradshaw.

Councilmember Bradshaw made a statement regarding his candidacy for Deputy Mayor. He stated he has served on one committee, Public Works Committee and had been on the Council for two years. He stated is he is elected into the position, he would like to fill the shoes of Deputy Mayor to the best of his ability and expeditiously move the Council through study sessions.

Councilmember Gunther made a statement regarding his candidacy for Deputy Mayor. He thanked Deputy Mayor Hogan for his services the past term. Councilmember Gunther stated he is a man of action, and that he had been through three elections and will continue to work hard for families. He stated he helped resurrect Bridge for Kids, helped the City to pass legislation for new playground equipment like a zip line and giant slide, work with the Veterans Village at the Soldiers Home to decrease homelessness around town, had helped pass an ordinance to help children with disabilities have equal access to city parks, introduced city code of conduct, has helped to bring back community policing to the town, and was awarded the Municipal Leadership Award through the Association of Washington Cities

Deputy Mayor Hogan made a statement regarding his candidacy for Deputy Mayor. He stated his passion for the community is evident, and he appreciates everything that he is able to do for the community. He stated he would be honored to be Deputy Mayor again.

Roll Call vote was taken.

- Councilmember Gunther – voted for Councilmember Gunther.
- Councilmember Moore – voted for Deputy Mayor Hogan.
- Councilmember Tracy – voted for Deputy Mayor Hogan.
- Councilmember Williams – voted for Councilmember Bradshaw.
- Councilmember Bradshaw – voted for Councilmember Bradshaw.
- Deputy Mayor Hogan – voted for Deputy Mayor Hogan.
- Councilmember Koenig voted for Deputy Mayor Hogan.

4 votes – Deputy Mayor Hogan, 2 votes – Councilmember Bradshaw, 1 vote Councilmember Gunther.

Deputy Mayor Hogan was elected as Deputy Mayor.

**D. AB22-03 – Council Committee selection for the year 2022.
Mayor Penner**

Deputy Mayor Hogan stated Councilmember Williams should be the at large member for committee assignments, and that he would like to have a meeting with the three participants, Mayor, Deputy Mayor Hogan, and Councilmember Williams. The three members would then report back at the January study session the proposed committees, and then committee assignments would be decided by vote at the last meeting of January.

City Clerk Kim Agfalvi will reach out to the Council, and Council can send back their wish list for committees and get more information from the clerk on what the assignments are if needed.

6. EXECUTIVE SESSION RCW 42.30.110. (1) (i).

City Attorney Charlotte Archer stated that there would be an Executive Session per RCW. 42.30.110 (1) (i), to discuss litigation or legal risks of a proposed action or current practice that the agency has identified when public discussion of the litigation or legal risks is likely to result in adverse legal or financial consequence to the agency. She stated the session would last ten minutes with no action to follow.

Enter executive session for ten minutes beginning at 7:42pm, with no action to follow.

7:43pm executive session began.

7:53pm executive session extended for two minutes

7:55pm executive session ended and meeting returned to regular session.

Council discussion followed on future meetings, and in person meetings were the preferred consensus of the Council.

7. ADJOURNMENT.

Councilmember Williams made a motion to adjourn. Seconded by Councilmember Bradshaw.

Motion passed (7-0).

Mayor Penner recessed the meeting at 8:00pm.

ATTEST:

Kimberly Agfalvi, City Clerk

Joshua Penner, Mayor



**City Of Orting
Council Agenda Summary Sheet**

	Agenda Bill #	Recommending Committee	Study Session Dates	Regular Meeting Dates
Subject: Award of 2021-2024 On-Call Professional Engineering Contract Agreements	AB22-04	Public Works 01.05.2022	01.19.2022	01.26.2022
	Department: Public Works			
	Date Submitted: 12.28.2021			
	Cost of Item: N/A			
Amount Budgeted:		N/A		
Unexpended Balance:		N/A		
Bars #:		N/A		
Timeline:		Approval on 01.26.2022		
Submitted By:		Maryanne Zukowski, PE		
Fiscal Note: These contract agreements are for on-call professional engineering services.				
Attachments: (3) Agreements for Council approval for Mayor signatures.				
SUMMARY STATEMENT:				
Background				
<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>				
Current Situation				
<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>https://www.cityoforting.org/Home/Components/News/News/163/84</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 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 with 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 with 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:

Parametrix, Inc.: Roger Flint 1019 39 th Ave SE, Ste. 100 Puyallup, WA 98374 253.604.6600 rflint@parametrix.com	CITY OF ORTING: Maryanne Zukowski, PE PO Box 489 104 Bridge St S Orting, WA 98360 360.893.9014 MZukowski@cityoforting.org
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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

Classification	Grade	Min/Max Rate		Classification	Grade	Min/Max Rate	
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).

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



**Workers Compensation And Employers Liability Insurance
Policy Endorsement**

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**

Underlying Insurer Policy Number Policy Period Note:	Underlying Insurance	Coverages	Limits of Insurance
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
<p>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.</p>			
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**

Underlying Insurer Policy Number Policy Period Note:	Underlying Insurance	Coverages	Limits of Insurance
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**

Underlying Insurer Policy Number Policy Period Note:	Underlying Insurance	Coverages	Limits of Insurance
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>SHEA, CARR & JEWELL, INC:</p> <p>Lisa Reid, PE, PMP 1201 Third Avenue, Suite 550 Seattle, WA 98101</p> <p>(206) 739-5454 Lisa.Reid@SCJAlliance.com</p>	<p>CITY OF ORTING:</p> <p>MaryAnne Zukowski, PE PO Box 489 104 Bridge St S Orting, WA 98360</p> <p>(360) 893-9014 MZukowski@cityoforting.org</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: _____

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
- ◆ 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:

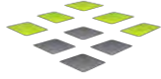
Subcontractor (Services provided by each named Subcontractor) – Location of labor rates

- 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
- Mtn2Coast (survey, right of way calculations, and mapping) – See Exhibit B-7
- Osborn Consulting Inc (drainage and flood control) – See Exhibit B-8
- Sargent Engineers (structural) – See Exhibit B-9
- Universal Field Services (right of way acquisition) – See Exhibit B-10

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
Other Fees:	
<ul style="list-style-type: none"> • Mileage, direct project expenses, and reproduction costs are billed at cost 	



1 ALLIANCE
GEOMATICS
SURVEYING & MAPPING

EXHIBIT B-2

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
Mileage/Per Diem/Lodging per GSA
2022 3D Laser Scanner Rates
\$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-3.1
ESA NW Region Billing Rates
2021



ESA Labor Category	Tier	Hourly Rate
Administrative Assistant		\$85.00
Air Quality & Acoustics Analyst IV-a	IV-A	\$180.00
Air Quality & Acoustics Analyst IV-b	IV-B	\$200.00
Biologist I		\$105.00
Biologist II		\$120.00
Biologist IV-a	IV-A	\$160.00
Biologist IV-b	IV-B	\$175.00
Biologist V		\$245.00
Cultural Resource Specialist I		\$95.00
Cultural Resource Specialist II		\$120.00
Cultural Resource Specialist III		\$140.00
Cultural Resources Specialist IV		\$150.00
Editor		\$160.00
Engineer I		\$115.00
Engineer II-a	II-A	\$130.00
Engineer II-b	II-B	\$145.00
Engineer III		\$160.00
Engineer IV-a	IV-A	\$180.00
Engineer IV-b	IV-B	\$190.00
Engineer V		\$240.00
Engineer VI		\$280.00
Environmental Scientist III		\$140.00
Environmental Scientist IV		\$165.00
Environmental Scientist V		\$240.00
Environmental Technician		\$95.00
GIS Analyst		\$115.00
GIS/Geospatial Director		\$250.00
GIS/Geospatial Services Manager		\$150.00
Landscape Designer/Architect I		\$115.00
Landscape Designer/Architect III		\$140.00
Landscape Designer/Architect IV		\$165.00
Landscape Designer/Architect V		\$185.00
Lead Project Accountant		\$125.00
Planner I		\$95.00
Planner II-a	II-A	\$110.00
Planner II-b	II-B	\$130.00
Planner III		\$150.00
Planner IV-a	IV-A	\$175.00
Planner IV-b	IV-B	\$190.00
Planner V		\$210.00
Project Accountant		\$110.00
Project Technician		\$90.00
Regional Business Group Director		\$240.00
Regional Director I		\$290.00
Regional Office Manager		\$135.00
Senior Administrative Assistant		\$105.00
Senior Project Accountant		\$115.00
Technical Expert		\$240.00
Technical Specialist		\$145.00
Technician		\$95.00
Technician II		\$105.00



Environmental Science Associates 2021 Schedule of Fees

I. ESA Expenses

A. Travel Expenses

1. Transportation
 - a. Company vehicle – IRS mileage reimbursement rate
 - b. Common carrier or car rental – actual cost
2. Lodging, meals and related travel expenses – actual cost

B. Printing/Reproduction Rates

Item	Rate/Page	Sample Pricing
Black & White – 8.5 x 11	\$0.10	
Black & White – 11 x 17	\$0.20	
Color – 8.5 x 11	\$0.40	
Color – 11 x 17	\$0.70	
B&W – Plotter (Toner – ECO Quality)	\$0.40/sf	24x36 B/W CAD drawing would cost \$2.40 per sheet
B&W – Plotter (Toner – Presentation Quality)	\$1.00/sf	24x36 B/W CAD drawing would cost \$6.00 per sheet
Color – Plotter (Inkjet – ECO Quality)	\$2.00/sf	24x36 Color Drawing would cost \$12 per sheet
Color – Plotter (Inkjet – Presentation Quality)	\$4.00/sf	24x36 Color Drawing would cost \$24 per sheet
CD	\$10.00	
Digital Photography	\$20.00 (up to 50 images)	
All Other Items (including bindings and covers)	At cost plus 10%	

C. Equipment Rates

Item	Rate/Day	Rate/Week	Rate/Month
Project Specific Equipment:			
Vehicles – Standard size	\$ 40 ^a	\$ 180	
Vehicles – 4x4 /Truck	85		
Vehicles – ATV	125		
Noise Meter	100		
Hydroacoustic Noise Monitoring Equipment	150		
Electrofisher	300	1,200	
Sample Pump	25		
Field Traps	40		
Digital Hypsometer (Nikon)	20		
Stilling Well / Coring Pipe (3 inch aluminum)	3/ft		
Backpack Sprayer	25		
360-Degree 4k Camera	30	120	
Cam-Do Time-Lapse Camera	15	50	180



Item	Rate/Day	Rate/Week	Rate/Month
Beach Seine	50		
Otter Trawl	100		
Wildlife Acoustics Bat Detector	125	400	
Wildlife Trail Camera	30	100	
Fiber Optic Endoscope	125	500	
Spot Light	30		
Spotting Scope	50	200	
Topographic/Bathymetric Survey Equipment:			
Auto Level	40		
Total Station	200	600	
DJI Quad Drone	300	1,200	
RTK-GPS	300	1,200	
RTK-GPS Smartnet Subscription	50	200	
Single-Beam Echoshounder	150	600	
Trimble GPS GeoXT	75	350	900
iPad/Android Tablet + 1m GNSS External Sensor (Trimble R1, Bad Elf)	75	350	900
iPad/Android Tablet + sub-meter Arrow 100/TDC 150	100	400	1,100
iPad/Android Tablet + sub-foot Arrow Gold	200	800	2,800
iPad/Android Tablet only (includes Garmin Glo external sensor)	50	225	600
Laser Level	60		
Garmin GPS or equivalent	25		250
Hydrologic Data Collection, Water Current, Level and Wave Measurement Equipment:			
ISCO 2150 Area Velocity Flow Logger	\$ 25	\$ 100	\$ 350
SonTek IQ-Plus Area Velocity Flow Logger	180	500	1600
Logging Rain Gage	10	40	125
Marsh-McBirney Hand-Held Current Meter	50	200	
FloWav Surface Velocity Radar	50	200	
RBR Virtuoso Wave Pressure Sensor		100	350
SOFAR Ocean Spotter Wave Buoy	30	120	450
Ocean Sensor Systems Sonic Wave Sensor	30	120	450
Logging Water Level - Pressure Transducer	10	30	100
Logging Barometric Pressure Logger	5	15	50
Well Probe / Water Level Meter	20	80	
Bottom-Mounted Tripod / Mooring	25	100	400
Handheld Suspended Sediment Sampler	20		250
Water Quality Equipment:			
Logging Turbidimeter/Water Level Recorder	\$ 25	\$ 100	\$ 400
Logging Conductivity/Water Level Recorder	20	60	200
In-Situ Troll 9500 logging water quality multiprobe		200	800
Logging Temperature Probe	3	10	40
Hach Hand-Held Turbidimeter Recording Conductivity Meter w/Datalogger	50	200	
Refractometer	20	80	
YSI Hand-Held Salinity Meter or pH meter	30	120	
Hand-Held Conductivity/Dissolved Oxygen Probe (YSI 85)	40	160	
HOBO Salinity Gauge			125
HOBO DO/Temp Probe			125
In-Situ Aqua Troll 600 Water Quality Sonde			800
In-Situ VuSitu Telemetry System Hardware			40
YSI 650 with 6920 Multi Probe	180	500	1500
YSI ProDSS Multi Probe	180	500	1500
ISCO 6712 Portable Sampler w/ISCO 2105 Module	40	250	900
Sedimentation / Geotechnical Equipment:			
Peat Corer	\$ 75	\$ 300	
60lb Helly-Smith Bedload Sampler with Bridge Crane	175	700	
Suspended Sediment Sampler with Bridge Crane	75	300	
Guelph Permeameter	50	200	
Vibra-core	100	400	
Muck Corer	50	200	



Item	Rate/Day	Rate/Week	Rate/Month
Shear Strength Vane	50	200	
Auger (brass core @ \$ 5/each)	20	80	
Boats:			
14' Aluminum Boats with 15 HP Outboard Motor	\$ 100	\$ 400	
Single or Double Person Canoe/Kayak	30	120	
Small Watercraft Motor	20	100	
20' Lowe Boat w/115 HP Outboard	300	1,500	
[North River Boat – Ask Matt Silva for Specs and Price]			
17' Boston Whaler w/ 90 HP Outboard	300	1,500	

^a Actual project charges will be either the IRS mileage reimbursement rate or the daily rate, whichever is higher.

D. Cloud-based Services

Item	Rate/Hour	Rate/Day	Rate/Week	Rate/Month
Cloud-based Services				
Nearmap High Resolution Images		\$50/image		
ArcGIS Online Hosting (Web Maps/Apps)				\$200
Website Hosting				\$200
Custom Application & Services Hosting*				\$300*
Modeling (GeoHECRAS, TUFLOW, Delft3D) + Drone Processing	\$7	\$160	\$950	\$3,900
Aviation Environmental Design Tool (AEDT) Processing	\$13	\$190	\$1,120	\$4,600

* includes support for database, SSL, IT support – costs vary by project. Contact software development services for firm pricing.

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.

Historical Research Associates, Inc.

Version: 12/15/21

CRM Division			SCJ/Orting oncall Rate
		Title	
Bowden	Brad	Principal Archaeologist	\$181.17
Compas	Lynn	Principal Archaeologist	\$162.92
Hicks	Brent	Principal Archaeologist	\$190.53
Ragsdale	Emily	Principal Archaeologist	\$170.04
Perrin	Natalie	Principal Architectural Historian	\$138.47
Derr	Kelly	Senior Archaeologist	\$130.26
Greiser	Weber	Senior Archaeologist	\$156.98
Pickrell	Jordan	Senior Archaeologist	\$126.81
Punke	Michele	Senior Archaeologist/Specialist	\$133.39
Beckner	Chrisanne	Senior Architectural Historian	\$121.62
Sneddon	Matt	Senior Architectural Historian	\$120.49
Adams	Ron	Archaeologist 3	\$108.86
Bialas	Cathy	Archaeologist 3	\$122.21
Davis	Sara	Archaeologist 3	\$124.53
Hamilton	Stephen	Archaeologist 3/Specialist	\$107.31
Provost	Elizabeth	Architectural Historian 3/Specialist	\$100.35
Aymond	Ayla	Archaeologist 2	\$89.33
Dinwiddie	Joshua	Archaeologist 2	\$95.11
Durkin	Brian	Archaeologist 2	\$102.52
Hopt	Justin	Archaeologist 2	\$92.30
Jones	Jason	Archaeologist 2	\$90.69
Larmon	Jean	Archaeologist 2	\$89.35
Warren	Matthew	Archaeologist 2	\$102.36
Burk-Hise	Kathryn	Architectural Historian 2	\$84.54
Harriman	Taylor	Archaeologist 1	\$81.65
King	Sage	Archaeologist 1	\$73.73
Thiel	Samantha	Archaeologist 1	\$69.56
Tuck	Janna	Archaeologist 1	\$86.38
Workman	Rik	Archaeologist 1	\$82.24
Workman	Terry (Race)	Archaeologist 1	\$79.40
Waldroop	Lauren	Architectural Historian 1	\$83.44
Freeman	Kirsten	Architectural Historian 1	\$70.23
Field Crew			
Arch Crew Chief		Archaeological Crew Chief	\$74.91
Arch Tech		Archaeological Technician	\$68.22

EXHIBIT B-5.2

NAME			Title	SCJ/Orting oncall Rate
Hazwoper			All Staff	
Frazier	Gabe		Archaeologist 3/GIS	\$115.17
Gilpin	Jennifer		Safety Manager	\$119.93
History Division				
Greenwald	Emily		Principal Historian	\$134.19
Miller	Heather		Principal Historian	\$163.73
Smith	Ian		Principal Historian	\$122.71
Beckley	Katherine		Senior Historian	\$105.89
Grant	Jimmy		Senior Historian	\$101.66
Sadin	Paul		Senior Historian	\$119.93
Young	Morgen		Senior Historian	\$119.02
Zahniser	Keith		Senior Historian	\$141.55
Gonzales	Jackie		Historian 3	\$101.71
Kryloff	Nicolai		Historian 3	\$104.68
Robideau	Emily		Historian 3	\$90.48
Blackman	Kayla		Historian 2	\$78.95
Gaines	Derek		Historian 2/Specialist	\$101.29
Gardner	Bob		Historian 2	\$79.13
Pollarine	Joshua		Historian 2	\$77.74
Weaver	Lindsey		Historian 2	\$92.46
Support Division				
Muir	Darrin		Computer/Information System Specialist	\$125.04
Curtis	Bonnie		Project Administrator	\$90.93
Vogel	Dawn		Editor/Production Specialist	\$92.59
Frank	Jessi		Production Specialist	\$74.75
Stoll	Michele		Accounting Specialist	\$86.44
Gil	Melissa		Administrative Assistant	\$53.40
Andersen	Dee		Administrative Assistant	\$50.30
Parker	Candace		Accounting Assistant	\$50.30
Chatlain	Clark		Operations Support Specialist	\$71.64
Gebhardt	Jennifer		Logistics Coordinator	\$86.76



**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

July 22, 2021

Historical Research Associates, Inc.
125 Bank Street, 5th Floor
Missoula, MT 59802

Subject: Acceptance FYE 2020 ICR – Cognizant Review

Dear Reidun Nielsen:

We have accepted your firms FYE 2020 Indirect Cost Rate (ICR) of 105.79% of direct labor based on the “Cognizant Review” from the Montana 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.

Regards;

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

ERIK K. JONSON
Contract Services Manager

EKJ:ah

Historical Research Associates, Inc.
Schedule of Direct Labor, Fringe and Overhead Rates
for State and Federal Clients
For the Year Ended December 31, 2020

Description	Total Reported Costs	Disallowed Cost	FAR Reference	Net Allowable Costs	% Direct Labor
Direct Labor	<u>\$ 3,133,644</u>			<u>\$ 3,133,644</u>	<u>100.00%</u>
Fringe Benefits					
Payroll Taxes	419,618	(5,291)	(1) FAR 31.201-6(e)(2)	414,327	
Less: FFCRA Credit	(17,638)			(17,638)	
Group Insurance	399,617	(5,215)	(2) FAR 31.205-19(e)(2)(v)	394,402	
Workers' Compensation Insurance	26,917			26,917	
Retirement	212,869	(1,415)	(3) FAR 31.201-6(e)(2)	211,454	
Vacation, Holiday and Sick Pay	414,823			414,823	
Other Employee Benefits	13,262	(13,262)	(4) FAR 31.205-14	-	
Performance Bonuses	61,107			61,107	
Total Fringe Benefits	<u>1,530,575</u>	<u>(25,183)</u>		<u>1,505,392</u>	<u>48.04%</u>
General Overhead					
Indirect Labor	1,246,352	(47,160)	(5) FAR 31.201-6(e)(2)	1,199,192	
Less: PPP Loan Forgiveness	(330,139)			(330,139)	
Legal & Accounting	18,342	(6,600)	(6) FAR 31.201-6(a)	11,742	
License & Permits	9,351			9,351	
Supplies	59,827			59,827	
Computer-Training and Maintenance	113,226			113,226	
Repairs & Maintenance	33,945			33,945	
Dues & Subscriptions	4,548			4,548	
Employee Recruitment	796			796	
Travel	12,299			12,299	
Rent	484,817	(44,664)	(7) FAR 31.205-36(b)(3)	440,153	
Depreciation	17,228			17,228	
Temps/Consultants	7,585			7,585	
Insurance	43,828			43,828	
Professional Development/Training	36,592			36,592	
Communication	67,631			67,631	
Proposal costs	70			70	
Board of Directors Meetings	18,035			18,035	
Charitable Contributions	1,200	(1,200)	(8) FAR 31.205-8	-	
Marketing Costs	50,659	(50,659)	(9) FAR 31.205-1	-	
Interest	12,690	(12,690)	(10) FAR 31.205-20	-	
Bank Charges	1,300	(500)	(11) FAR 31.205-20	800	
Property & Revenue Taxes	62,976	(156)	(12) FAR 31.205-15(b)	62,820	
Total General Overhead	<u>1,973,158</u>	<u>(163,629)</u>		<u>1,809,529</u>	<u>57.75%</u>
Total Indirect Costs	<u>\$ 3,503,733</u>	<u>\$ (188,812)</u>		<u>\$ 3,314,921</u>	<u>105.79%</u>

The accompanying notes are an integral part of this schedule.

EXHIBIT B-6.1

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

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



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

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.

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



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).

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

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"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <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	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY 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	\$ 1,000,000
							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:

BUSH, ROED & HITCHINGS, INC. James M. Harper Bush, Roed & Hitchings, Inc. 2009 Minor Avenue East Seattle, Washington 98102 (206) 323-4144 Jamesh@brhinc.com	CITY OF ORTING: 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.	DIRECT NON-SALARIED COSTS	
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

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**

	Agenda Bill #	Recommending Committee	Study Session Dates	Regular Meeting Dates
Subject: Setting Meeting Dates for 2022	AB22-05	N/A	1.19.2022	1.26.2022
	Department:	Executive Administration		
	Date Submitted:	1.7.2022		
Cost of Item:	§			
Amount Budgeted:	§			
Unexpended Balance:	§			
Bars #:				
Timeline:				
Submitted By:	City Clerk			
Fiscal Note:				
Attachments: Resolution and Exhibit				
SUMMARY STATEMENT:				
<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>				
RECOMMENDED MOTION: <u>MOTION:</u>				
<p>To Adopt Resolution No. 2022-01, setting the regular and special Council Meeting dates for the year 2022.</p>				

**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 2nd, 3rd, 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
26TH 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
March	23rd	6:00pm	Council Goals
March	30th	7:00pm	Regular Meeting
April	13th	7:00pm	Regular Meeting
April	20th	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	21-24	TBD	AWC Conference
June	29th	7:00pm	Regular Meeting
July	13th	7:00pm	Regular Meeting
July	20th	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	14th	7:00pm	Regular Meeting
September	21st	6:00pm	Study Session
September	24th	9:00am	Budget Retreat
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	14th	7:00pm	Regular Meeting
December	21st	6:00pm	Study Session
December	28th	7:00pm	Regular Meeting

2022 Calendar - City of Orting

January						
Su	Mo	Tu	We	Th	Fr	Sa
					31	1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

February						
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27	28					

March						
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April						
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29	30	31				

June						
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July						
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31						

August						
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September						
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October						
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23	24	25	26	27	28	29
30	31					

November						
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December						
Su	Mo	Tu	We	Th	Fr	Sa
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11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

Federal Holidays 2022

 Federal/City Holiday	 Regular Council Meeting	 Study Session	 Planning Commission
Dec 31 New Year's Day - Observed	Jul 4 Independence Day	Nov 24 Thanksgiving Day	
Jan 17 Martin Luther King Day	Sept 5 Labor Day	Nov 25 Day After Thanksgiving	
Feb 21 Presidents' Day	Sept 24 Budget Retreat	Dec 23 Christmas Eve - Observed	
May 30 Memorial Day	Nov 11 Veteran's Day	Dec 26 Christmas Day - Observed	



**City of Orting
Council Agenda Summary Sheet**

	Agenda Bill #	Recommending Committee	Study Session Dates	Regular Meeting Dates
Subject: Solid Waste Management Plan ILA	AB22-06	Public Works		
		1.5.2022	1.19.2022	1.26.2022
	Department:	Administration		
	Date Submitted:	12.27.2021		
Cost of Item:	<u>N/A</u>			
Amount Budgeted:	<u>N/A</u>			
Unexpended Balance:	<u>N/A</u>			
Bars #:	N/A			
Timeline:	None			
Submitted By:	Scott Larson			
Fiscal Note:				
Attachments: Draft ILA for Comprehensive Solid and Hazardous Waste Management Planning within Pierce County				
SUMMARY STATEMENT:				
<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>				
RECOMMENDED MOTION: <u>MOTION:</u>				
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**

	Agenda Bill #	Recommending Committee	Study Session Dates	Regular Meeting Dates
Subject: Ord. 2021-1084, Amending OMC 8-2 Related to Sidewalks	AB22-07	Public Works		
		11.3.2021 1.5.2022	1.19.2022	1.26.2022
	Department:	Public Works		
	Date Submitted:	10.21.2021		
Cost of Item:	N/A			
Amount Budgeted:	N/A			
Unexpended Balance:	N/A			
Bars #:	N/A			
Timeline:	None			
Submitted By:	Greg Reed/Scott Larson			
Fiscal Note: None				
Attachments: Ordinance 2021-1084				
SUMMARY STATEMENT:				
<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"> 1. Adds additional language on who is responsible for repairs and replacement under our Sidewalk Construction Requirement code. 2. It brings our code into alignment with ADA requirements related to sidewalk lips. 3. Creates administrative process for a homeowner to request an extension to repair their sidewalk when they receive notice from the city. 				
RECOMMENDED MOTION: <u>MOTION:</u>				
<p>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.</p>				

CITY OF ORTING WASHINGTON

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**

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
26th DAY OF January, 2022.**

CITY OF ORTING

Joshua Penner, Mayor

ATTEST/AUTHENTICATED:

Kimberly Agfalvi, City Clerk

Approved as to form:

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

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**

	Agenda Bill #	Recommending Committee	Study Session Dates	Regular Meeting Dates
Subject: Calistoga Street West Stormwater Improvements, Design Revisions	AB22-11			
			1.19.2022	1.26.2022
	Department:	Engineering/Administration		
	Date Submitted:	1.13.2022		
Cost of Item:	<u>\$30,000</u>			
Amount Budgeted:	<u>\$100,000</u>			
Unexpended Balance:	<u>\$ 70,000</u>			
Bars #:	410-594-31-41-43			
Timeline:	ASAP for March Bid			
Submitted By:				
Fiscal Note: Balance of budget is for construction management.				
Attachments: Scope and Budget				
SUMMARY STATEMENT:				
<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"> • Phase 1 would be the outfall and stormwater line from Calistoga Street West; and • Phase 2 would be reconstruction of the stormwater system on Calistoga Street West. <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>				
RECOMMENDED MOTION: <u>MOTION:</u>				
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
Rates:	\$110.00	\$150.00	\$135.00	\$210.00	\$200.00	\$195.00	\$135.00	\$125.00	\$130.00

Task	SubTask	Description	Labor Dollars									
1		Calistoga Street W Improvements	\$29,360.00	1	40	6	6	6	8	84	40	16
	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
Labor Totals:			\$29,360.00	1	40	6	6	6	8	84	40	16
Totals:			\$29,360.00	\$110.00	\$6,000.00	\$810.00	\$1,260.00	\$1,200.00	\$1,560.00	\$11,340.00	\$5,000.00	\$2,080.00

Other Direct Expenses	
Mileage	\$60.00
Other Direct Expenses Total:	\$60.00

Project Total **\$29,420.00**



**City Of Orting
Council Agenda Summary Sheet**

	Agenda Bill #	Recommending Committee	Study Session Dates	Meeting Date
Subject: Council Committee selection for the year 2022	AB22-03	N/A	1.19.2022	1.26.2022
	Department:	Executive/Deputy Mayor		
	Date Submitted:	1.13.2022		
Cost of Item:	\$			
Amount Budgeted:	\$			
Unexpended Balance:	\$			
Bars #:				
Timeline:	By the 1st Meeting in February 2022			
Submitted By:	City Clerk			

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 MOTION: MOTION:

To approve the Committee assignments, CGA – CM Gunther, Chair, CM Tracy, Vice-Chair. PW- CM Bradshaw, Chair, and CM Williams, Vice-Chair. PS- CM Moore, Chair, and CM Koenig, 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- **1st 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**

	Agenda Bill #	Recommending Committee	Study Session Dates	Council Meeting Date
Subject: City of Orting/AWC Legislative Priorities for 2022	AB22-10	CGA		
		1.6.2022	1.19.2022	1.26.2022
	Department:	Administration		
	Date Submitted:	1.13.2022		
Cost of Item:	<u>N/A</u>			
Amount Budgeted:	<u>N/A</u>			
Unexpended Balance:	<u>N/A</u>			
Bars #:	N/A			
Timeline:	End of Month			
Submitted By:	Scott Larson			
Fiscal Note: None				
Attachments: Recommended Legislative priorities				
SUMMARY STATEMENT:				
<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>				
RECOMMENDED MOTION: <u>MOTION:</u>				
<p>To adopt the Orting City Council Legislative Priorities for 2022 as prepared.</p>				



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.
3. **Sound Transit:** Orting residents pay a 1.4% Sales and Use tax, a 1.1% Motor Vehicle Excise Tax and \$0.20 per \$1,000 in property taxes to Sound Transit. Based on the 2020 Subarea Equity Report, Pierce County has contributed \$1 billion dollars more than it has received in benefits from Sound Transit. The only benefit Orting residents see on the horizon is a corridor study for a train that would go to McMillin – not even Orting; and that study is on an alternate list. Orting is the only major city that contributes to Sound Transit that has no planned direct investment. The residents of Orting either want a direct benefit for our Sound Transit tax contribution or relief from the taxes.

Broader AWC Supported items that benefit the City of Orting

4. **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.
5. **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.
6. **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.
7. **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.
8. **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.
9. **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