

Committee Members

Councilmember Gregg Bradshaw
Councilmember John Williams
City Administrator Scott Larson
PW Director Greg Reed
Finance Director Gretchen Russo
Engineer Maryanne Zukowski
Engineer JC Hungerford
Secretary Laura Hinds
Permit & Records Clerk Alison Williams

City of Orting Public Works Committee
AGENDA



Wednesday, March 2, 2021 – 2:30 p.m.
Public Works Operations Facility, Conference Rm, 900 Rocky Rd NE

- Call Meeting to Order, Roll Call
- Approval of Minutes
- Public Comment & Presentations

DEPARTMENT REPORTS

Est. Time Action

<p>1. ENGINEERING Updates– Maryanne Zukowski</p> <p>1.1 Whitehawk Blvd Extension</p> <p>1.2 Kansas St SW Reconstruction</p> <p>1.3 Village Green Outfall</p> <p>1.4 Kansas Outfall/Calistoga St W Stormwater Improvements</p> <p>1.5 2020 Lift Station Improvements</p> <p>1.6 SR 162 Pedestrian Bridge – Plans for Committee Council</p> <p>Upcoming Council Topics Draft 2022 Work Plan See Agenda Request for list of topics</p> <p>NEW BUSINESS –</p> <p>1.7 AB attached – March 2022: 2020 Lift Station Improvements – Supplement 1 (Action)</p> <p>1.8 AB attached – March 2022: SMAP Phase II Supplement 1 (public involvement) contract package (Action)</p> <p>1.9 AB attached – March 2022: Whitehawk Blvd Extension – de minimis outreach (public hearing)</p> <p>1.10 AB attached – March 2022: Draft Public Outreach Kansas Outfall/Calistoga St W Initial Public Outreach (informational)</p>	<p>Min 5</p> <p>5</p> <p>5</p> <p>5</p> <p>5</p> <p>5</p>	
<p>2. ADMINISTRATION – Scott Larson</p> <p>2.1</p> <p>NEW BUSINESS</p>	<p>Min</p>	

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City of Orting Public Works Committee

AGENDA



3. PUBLIC WORKS – Greg Reed 3.1 Procurement 2022 Budget 3.2 New Hire – filling vacant positions 3.3 Columbarium foundation NEW BUSINESS 3.4 Parks Play Equipment – Ground Covering 3.5 WRRF – Backup components for equipment 3.6 Crawler Camera Training 3/3/22 3.7 Prepping for Events (Daffodil Parade, Kingsman Car Show, Rock Festival)	Min 3 4 2 2 5 4	
4. FINANCE – Gretchen Russo 5.1	M3in	
5. COUNCIL – CM Bradshaw & CM Williams 6.1	Min	

REQUEST FOR NEW BUSINESS

-

ROUND TABLE

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MEETING SUMMARY

ADJOURN



PUBLIC WORKS AGENDA REPORT REQUEST

Old Business

DEPARTMENT: Engineering

Topic	Summary	Time Needed
Project Updates	<ul style="list-style-type: none"> • Whitehawk Boulevard Extension • Kansas Street Reconstruction • Village Green Outfall • Kansas Outfall / Calistoga St W Stormwater Improvements • 2020 Lift Station Improvements • SR162 Pedestrian Bridge – Plans for Committee Council 	5 Minutes

Topic	Summary	Time Needed
Upcoming Council Topics Draft 2022 Work Plan	<ul style="list-style-type: none"> • April 2022 WWTP Upgrades – Presentation 30% • April 2022 (moved) Kansas Street SW Outfall Replacement & Calistoga St W Stormwater Improvements Construction Management. (Action) • April 2022 Village Green Outfall Construction Management. • April 2022 Construction Projects Public Outreach • April 2022 Village Green Outfall Easement Agreements • May 2022 Kansas Street Reconstruction Public Outreach • May 2022 Village Green Outfall Construction Award • May 2022 Kansas Outfall / Calistoga St W Stormwater Improvements Construction Award • June 2022 6-Year TIP • June 2022 On Site Chlorination System • June 2022 WSDOT Waterline Replacements • June 2022 Park Capital Plan (discussion) • June 2022 SR162 Pedestrian Bridge Final Design and Right of Way Phase • August 2022 Draft Capital Program • August 2022 Pavement Management Program (discussion) • August 2022 ADA Transition Plan Discussion 	5 Minutes

City of Orting Public Works Committee Agenda Request
 For Meeting of March 2, 2022



	<ul style="list-style-type: none"> • September 2022 Construction Projects Close Out and Final Acceptance • September 2022 Facilities Disposal (discussion) 	
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New Business:

Topic	Summary	Time Needed
Agenda Bill (Action)	AB attached for March 2022: 2020 Lift Station Improvements Construction Management Supplement 1 (Action)	5 minutes
Agenda Bill (Action)	AB attached for March 2022: SMAP Phase 2 Supplement 1 (Public Involvement) Contract Package. (Action)	5 minutes
Agenda Bill (Public Hearing)	AB attached for March 2022: Whitehawk Boulevard Extension – de minimis outreach) (Public Hearing)	5 minutes
Agenda Bill (Information)	AB attached for March 2022 Draft Public Outreach Kansas Outfall / Calistoga St W Initial Public Outreach (Informational)	5 minutes



**City of Orting
Council Agenda Summary Sheet**

	Agenda Bill #	Recommending Committee	Study Session Dates	Regular Meeting Dates
Subject: 2020 Lift Station Improvements Construction Management Supplement 1	AB22XX-XX	Public Works 03.02.2022	03.16.2022	03.30.2022
	Department:	Engineering		
	Date Submitted:	02.16.2022		
Cost of Item:	79,960.00			
Amount Budgeted:	\$1,287,000 (2022)			
Unexpended Balance:	\$1,287,000 (2022)			
Bars #:	408-594-35-63-33			
Timeline:	ASAP			
Submitted By:	Maryanne Zukowski, PE			
Fiscal Note: The total project budget crosses 2021 and 2022 (see table)				
Attachments: Scope and Fee Task: 2020 Lift Station Improvements Construction Management Supplement 1				

SUMMARY STATEMENT

Purpose:

To approve a supplement to increase not to exceed costs for the construction management portion of the 2020 Lift Station Improvements project. This will require and increase to the 2022 Budget. The reason for this increase is we expected to have more expenditures in 2021.

Background:

The 2022 Capital Budget was approved in November/December of 2022. Programmed in the Budget is the 2020 Lift Station Improvements project for construction in 2021 and 2022. This is across two Budget cycles. \$1,775,496 programmed in the adopted Capital Improvement Plan (CIP) for total costs of the construction phase.

History:

- The project bid in 2020.
- There was no construction award in 2020.
- The project was rebid in 2021.
- The project was awarded in summer of 2021.
- Construction did not actively start until September 2021.
- The late start is due to excessive procurement delays.
- Current schedule projects construction complete June 2022.

Construction Issues:

- Procurement delays have caused additional construction management time and labor. This is due to the contractor’s frequent schedule changes.
- The contract requires an increase to add consultant costs for start up and telemetry programming at both lift stations.
- There are increases to costs and added materials testing.

The Financial Summary:

2020 Lift Station Improvements Fiscal Snapshot				
	Current Contract	2021 budget	2021 Exp	2022 Budget
Construction Contract	\$ 1,449,914.75	\$ 1,400,000.00	\$ 349,051.13	\$ 1,140,000.00
Construction Management	\$ 187,457.00	\$ 200,000.00	\$ 75,043.74	\$ 147,000.00
	\$ 1,637,371.75	\$ 1,600,000.00	\$ 424,094.87	\$ 1,287,000.00
*Increase to Construction Mgt Contract	\$ 79,960.00			
Increase for PSE Costs Pending Estimate	\$ 30,000.00			
Total Project Cost	\$ 1,747,331.75			
2021 EXP and 2022 BUDGET	\$ 1,711,094.87			
Project Cost Increase	\$ 36,236.88			

The increase is within the range of the anticipated budget. Construction costs are estimated to be at or below the original contract.

Construction Management Increase Documentation Justification:

- There was a change in working day assumptions. Contract working days were increased from the estimated 125 working days during construction management budgeting to 160 working days during construction advertisement.
- This moved an extension of contractor’s estimated project schedule from finishing in March 2022 to finishing in at least May 2022. As of today, the estimated construction completion is June 2022 due to procurement delays.
- Construction management coordination for Notices of Noncompliance were issued early in project to address contractor’s substandard work deficiencies.
- Construction management labor increased for coordination of the revised tie-in location to existing Sanitary Sewer Force Main (SSFM) at Puyallup River Lift (PR LS) site due to differing site conditions.
- Construction management labor increases for coordination of PSE Service applications during construction.
- City staff added Materials Testing & Consulting (MTC) construction management’s subconsultant services which added additional scope. This increased costs and coordination for standard testing services.
- In addition, there was Construction management labor increases for added MTC subconsultant costs and coordination for special concrete prep inspection in wet wells.
- Construction management and design costs were added for coordination and costs for the extra Stainless Steel (SST) mooring post in each wet well.

- Construction management increases were added as a result of coordination for consideration of extra items such as additional equipment enclosure at PR LS.

RECOMMENDED ACTION: Approve to move forward from committee then move forward through City Council for approvals.

FUTURE MOTION: I move to approve the Mayor authorization to execute **2020 Lift Station Improvements Construction Management Supplement 1** in the amount to not exceed of **\$79,960.00**

SCOPE OF WORK

City of Orting 2020 Lift Station Improvements Construction Services – Supplement 1

SCOPE SUMMARY

The City of Orting (City) has requested that Parametrix, Inc. (Parametrix) provide a budget supplement to complete the ongoing construction administration and add programming and system integration services for both the Puyallup River and Rainier Meadows lift station sites. The purpose of this scope and fee supplement is to identify the remaining effort and anticipated costs to complete the work, as described below.

TASK 6 - OFFICE ENGINEERING AND DOCUMENTATION

6.1 Construction Meetings

Lead routine construction progress meetings and prepare the agendas and minutes.

Assumptions

- 15 remaining weekly meetings.
- 2 remaining on-site meetings.

6.2 Construction Documentation

Provide all required documentation for the project, including pay estimates, submittal review, RFI responses, field directives, notices of non-compliance, and change orders.

Assumptions

- 4 remaining pay estimate reviews.
- 6 remaining submittal reviews.
- 2 remaining RFI responses.
- 4 remaining field directives/notices of non-compliance.
- 1 remaining change order.

6.3 Project Close-Out Documents

Coordinate and attend final walk-through and acceptance of the project, including documentation of any outstanding issues and follow-up to resolution. Assist with execution of all project and contract close-out documentation, including verification of prevailing wages paid, notice of substantial completion, documentation of project punch list and completion, notice of final completion, and final payments and release of retainage.

Assumptions

- Project Close-Out activities will be the same as initially scoped.

TASK 8 - PROGRAMMING & SYSTEMS INTEGRATION

8.1 Puyallup River & Rainier Meadows Lift Stations

Parametrix will provide PLC and SCADA programming integration for both Puyallup River and Rainier Meadows sanitary sewer lift stations.

Assumptions

- No separate specifications will be written for programming or systems integration; programming will be based on the control strategy in the design documents.
- On-site installation of PLC and SCADA programming will not begin until after the electrical and controls system is fully installed and tested by the Contractor.
- The Contractor will provide qualified testing assistance, tools, and clean water to operate the pump station and simulate alarms during the programming and integration process.
- The Contractor will be responsible for furnishing and installing the PLC, HMI, and all associated software and equipment.
- The City will provide access to their SCADA system as necessary for systems integration.
- All programming will be provided with open architecture to facilitate future programming changes and operational adjustments.
- Training of Owner's operations staff will be limited to one trip not exceeding 4 hours and will be conducted on the pump station site after proper operation of the pump station is confirmed.
- SCADA programming is limited to the following:
 - Five Screens: System Overview, Grinder Controls, Pump Controls, Set Points, Alarms.
 - No Trends.
 - No Reports.
- This scope of work covers effort through commissioning only. Ongoing SCADA system support after commissioning, if desired by the City, will be provided under separate contract.

Deliverables

- Programming of both pump stations' PLC and SCADA.
- One copy each of the final programming in electronic format on CD or Thumb Drive.

BUDGET

A fee estimate supplement is included as an exhibit on the next page.

CONSTRUCTION SERVICES - SUPPLEMENT 1 BUDGET

LABOR				Rates:																	
Phase	Task	Description	Labor Dollars	Labor Hours	John Hungerford	April Whittaker	Kyle Burtis	Lenaya Grabowski	Sarah Crackenberger	Glen Barcus	Robert Rohler	Joel Linke	Randy Raymond	Steven Wagner	Jay Munro	Steven Sharpe	Scott Spees	Joshua Kelly	Adam Merrill	Denise Peterson	
					\$170.00	\$120.00	\$145.00	\$110.00	\$95.00	\$170.00	\$180.00	\$155.00	\$190.00	\$180.00	\$125.00	\$125.00	\$115.00	\$90.00	\$135.00	\$110.00	
					Division Manager	Project Controls Specialist	Engineer IV	Engineer II	Project Accountant	Sr Designer	Sr Electrical Engineer	Sr Engineer	Sr Consultant	Sr Engineer	Sr Surveyor	CADD Tech Lead	Surveyor III	Surveyor I	Scientist/Biologist IV	Designer II	
		2020 Lift Stations Improvements	\$79,960.00	516	8	32	168	40	0	188	24	24	24	8	0	0	0	0	0	0	0
	06	Office Engineering and Doc.	\$49,360.00	336	8	32	168	40		8	24	24	24	8							
	08	Programming & Systems Integ.	\$30,600.00	180						180											
Labor Total:					8	32	168	40	0	188	24	24	24	8	0	0	0	0	0	0	0
					\$1,360.00	\$3,840.00	\$24,360.00	\$4,400.00	\$0.00	\$31,960.00	\$4,320.00	\$3,720.00	\$4,560.00	\$1,440.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

EXPENSES

Survey Equipment	\$	-
Survey Mileage	\$	-
Observation Mileage	\$	-
Expenses Total:	\$	-

SUBCONSULTANTS

Materials Testing & Consulting Inc (MTC)	\$	-
Subconsultant Total:	\$	-

NOTES:
 Construction start date: 9/27/2021
 Current construction end date: 6/10/2022

PROJECT TOTAL \$ 79,960.00

City Notes: Total Construction Management Costs \$267,417.00 Percent of Construction Contract 18% Total with Programming. 16% without Programming.

SCOPE OF WORK

City of Orting 2020 Lift Station Improvements

SCOPE SUMMARY

The City of Orting desires to upgrade the existing Puyallup River and Rainier Meadows sanitary sewer lift stations. The purpose of this scope of work is to outline the pre-bidding services, bidding support, construction administration, construction staking and inspection services that Parametrix will provide for the 2020 Lift Station Improvements Project for the City of Orting.

TASK 1 – PROJECT MANAGEMENT

The objective of this task is to provide overall project management of the consultant contract with the City of Orting.

Objectives

This task includes general management functions that include the following:

- Project Planning – Document and communicate the scope of work, budget, and schedule as a road map for the project team. Coordinate project team and issues throughout the project.
- Budget and Schedule Tracking – Track the project budget using Parametrix in-house tools to verify that progress is keeping pace with spending.
- Monthly Progress Reports – Prepare a monthly invoice for services performed by Parametrix.
- Correspondence – Prepare written correspondence as needed to document project management issues and/or concerns.

Deliverables

- Miscellaneous correspondence to document project management issues.
- Monthly progress reports enclosed with invoices.

Assumptions

- Project management services will begin during preconstruction preparation in March 2020 and end with construction closeout by October 2020.
- Total construction time will not exceed 125 working days.

TASK 2 – BIDDING ASSISTANCE

Objectives

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

- Reproduction of 6 sets of plans and specifications for Parametrix files, contractor purchase, and plan center use.
- Creating and placing project advertisement. One advertisement will be placed in the Tacoma News Tribune and one advertisement will be placed in the Daily Journal of Commerce.
- Addressing bidder questions.
- One contract addendum.
- Distributing plans and plan holders list.
- Attending bid opening, assembling bid tab, and reviewing submittals to determine contractor responsiveness.
- Recommendation of award letter.

Deliverables

- Six sets of plans and specifications.
- One contract addendum.
- Recommendation of award letter with certified bid tabulation.

TASK 3 – PERMITTING SUPPORT

Objectives

This project lies within the jurisdiction of Pierce County. Therefore, a Pierce County Class B ROW Permit and a Shoreline Permit are required. Parametrix has applied for the permits and Pierce County has decided that a Shoreline Determination is required, resulting in the list of deliverables below. Due to this, ongoing support in addition to the original budget has been required. The permits are submitted, and the City is awaiting a Shoreline and SEPA Determination from Pierce County.

Deliverables

- Pierce County Shoreline and SEPA Determinations.
- Wetland delineation for nearby wetlands
- Critical Areas Report
- Associated plan revisions

Assumptions

- Parametrix will provide coordination with Pierce County up to the hours budgeted. Should additional be required, a budget amendment may be required.
- The project is allowed in a shoreline area by Pierce County.

TASK 4 – PROJECT STARTUP

Objectives

The objective of this task is to provide project startup of the 2020 Lift Station Improvements Project.

This task includes general management functions that include the following:

- Establish lines of communication for project between City, Contractor and Parametrix.
- Review of the file structure and prepare structure consistent with audit standards.
- Create Record of Materials (ROM) and review with the City.
- Set up submittal log for reviews to be completed by Parametrix.

Deliverables

- Submittal review log (ROM)

Assumptions

- Total construction time will not exceed 125 working days.

TASK 5 – CONSTRUCTION STAKING

Objectives

The objective of this task is to provide construction survey, as required by the contract documents, and restoration of monuments disturbed by the construction.

Parametrix staff will perform construction survey, as described in the contract documents:

- Sanitary Sewer: Surveyors will double offset to center of manhole for sanitary sewer structures. Grades will be marked on the stakes to invert of pipe and rim of structure. Cut-sheets will be provided.
- Pump Station: Surveyors will provide offset stakes for the pump station and associated structures. Cut-sheets will be provided.
- Roadway: Surveyors will provide staking of saw cut limits within the roadway.
- Staking will be provided once. Should the contractor demolish stakes, they will be provided at a cost to the contractor.

Assumptions

- Total construction time will not exceed 125 calendar days.
- Any change orders that require additional contract time may require additional time or costs associated with this task.

TASK 6 - OFFICE ENGINEERING AND DOCUMENTATION

Objectives

The objective of Task 6 is to provide construction administration and documentation services for the 2020 Lift Station Improvements Project. This task includes administering construction; monitoring construction costs and schedule; providing documentation of materials, submittals, and requests for information; preparing progress payments; and completing final construction contract documentation.

6.1 Construction Meetings

Prepare for and facilitate the preconstruction meeting. Parametrix will prepare the agenda and project documentation package for the meeting. Minutes will be prepared and distributed to all applicable parties. Up to 25 weekly meetings and six field meetings during construction will also be conducted. The purpose of the meetings is to observe, document, and facilitate resolution of any problems encountered during the course of construction.

6.2 Construction Documentation

Parametrix will provide all required documentation for the project. Parametrix will maintain an accurate, up to date project file that will be copied to the City of Orting at the end of the project. Documentation in the project files will include the following items:

- Monitoring and calculating material quantities on a daily basis.
- Preparing monthly pay estimates (7 total).
- Reviewing and approving submittals (up to 60 total).
- Responding to requests for information (up to five total).
- Documenting contractor conformance with contract documents.
- Preparing one change order for the City's signature and approval.

6.3 Project Close-Out Documents

Parametrix staff will coordinate the final walk-through and acceptance of the project. This will include documentation of any outstanding issues and follow-up to resolution. Parametrix will provide and/or assist with the execution of all project and contract close-out documentation including:

- Verification of prevailing wages paid.
- Notice of substantial completion.
- Documentation of project punch list and completion thereof.
- Notice of final completion.
- Final payments and release of retainage.

TASK 7 – CONSTRUCTION OBSERVATION

Objectives

Construction observation will be provided on a part time basis in coordination with City Staff. A Parametrix construction observer will be onsite for 4 hours per day for 125 working days.

7.1 Construction Observation

The part construction observer will monitor the contractor during construction activities. Services provided under this task include, but are not limited to the following:

- Attendance at Preconstruction Meeting and weekly meetings.
- Review of daily on-site project progress. This will be documented in the inspector's daily reports (IDRs) and field note records (FNRs).
- Documentation of pay quantities using Field Note Records.
- Verification of the contractor's work for compliance with the contract and City standards.
- Coordination of sampling and testing for asphalt and concrete bid items. Review of subsequent test results and reports for correctness and compliance with the contract documents.
- Documentation of construction progress, potential problems, and identified problems with photos and/or videos.
- Inspection of contractor-implemented traffic control on a daily basis.
- Inspection of contractor-implemented temporary erosion and sediment control.
- Upon substantial completion of the project, Parametrix staff along with appropriate City staff will perform a punch list walk-through of the entire project. The purpose is to itemize all miscellaneous uncompleted work items and/or faulty workmanship items that would need to be addressed before final acceptance of the project. Parametrix will document the list of outstanding items and coordinate with the contractor to expedite the completion.

Deliverables

- Daily observation reports.
- Field note records.
- Project photos.
- Testing results of asphalt and subgrade.

Assumptions

- Total construction time will not exceed 125 working days.
- Any change orders that require additional contract time may require additional time or costs associated with this task.
- Workdays will not exceed 8 hrs. per day or 40 hours per week. Observation will be provided for 4 hours per day with 1 hour of travel time. Weekend observation beyond 40 hours per week is not included in this scope of work.

TASK 8 – PROGRAMMING & SYSTEMS INTEGRATION (FUTURE PHASE – NOT IN BUDGET)

John C. Hungerford	April D. Whittaker	Sarah Crackenberger	Marcus Vassey	Jeff Reinmuth	Joel S. Linke	Jared Kemnitz	Adam Merrill	Brandon Moss	Lauretha L. Ruffin	Lenaya Grabowski	Shane Phelps	Scott Spees	Art Stokes
Division Manager	Project Controls Specialist	Project Accountant	Engineer III	Electrical Designer IV	Sr Engineer	Sr Surveyor	Scientist/Biologist IV	Engineer II	Project Constrols Specialist	Engineer I	EP&C Division Manager	Surveyor III	Sr Electrical Engineer

Rates: \$170.00 \$120.00 \$95.00 \$125.00 \$145.00 \$160.00 \$150.00 \$140.00 \$110.00 \$110.00 \$100.00 \$195.00 \$115.00 \$200.00

Phase	Task	Description	Labor Dollars	Labor Hours														
		HC FM & LS Const. Svcs	\$182,460.00	1,452	138	120	6	760	10	8	8	80	68	2	44	80	40	8
01		PM	\$15,570.00	106	60	40	6											
02		Bidding Assistance	\$3,210.00	26	4	8			2				8		4			
03		Permitting Support	\$27,480.00	244	4							80				80		
04		Project Startup	\$1,780.00	14	2	12												
05		Construction Staking	\$6,020.00	50						8				2				40
06		Office Engineering and Doc.	\$30,700.00	252	8	60		60	8	8			60		40			8
07		Construction Observation	\$97,700.00	760	60			700										
08		Programming & Systems Integ.		0														

NOT INCLUDED IN THIS SCOPE OF WORK

Labor Totals: \$182,460.00 1,353 138 120 6 760 10 8 8 80 68 2 44 80 40 8

\$23,460.00 \$14,400.00 \$570.00 \$95,000.00 \$1,450.00 \$1,280.00 \$1,200.00 \$11,200.00 \$7,480.00 \$220.00 \$4,400.00 \$15,600.00 \$4,600.00 \$1,600.00

SUBCONSULTANTS

Subconsultant Name	Amount
Materials Testing & Consulting Inc	\$ 5,000.00
Subconsultant Total:	\$ 5,000.00

PROJECT TOTAL \$ 187,460.00

REVISED CONSTRUCTION SERVICES BUDGET

LABOR				Rates:																
Phase	Task	Description	Labor Dollars	Labor Hours	John Hungerford	April Whitaker	Kyle Burris	Lenaya Grabowski	Sarah Crackenberger	Glen Barcus	Robert Rohler	Joel Linke	Randy Raymond	Steven Wagner	Jay Munro	Steven Sharpe	Scott Spees	Joshua Kelly	Adam Merrill	Denise Peterson
					\$170.00	\$120.00	\$145.00	\$110.00	\$95.00	\$170.00	\$180.00	\$155.00	\$190.00	\$180.00	\$125.00	\$125.00	\$115.00	\$90.00	\$135.00	\$110.00
					Division Manager	Project Controls Specialist	Engineer III	Engineer II	Project Accountant	Sr Designer	Sr Electrical Engineer	Sr Engineer	Sr Consultant	Sr Engineer	Sr Surveyor	CADD Tech Lead	Surveyor III	Surveyor I	Scientist/Biologist IV	Designer II
		2020 Lift Stations Upgrades CM	\$177,805.00	1,148	28	100	260	476	8	20	100	20	20	10	6	18	4	20	38	20
	01	PM	\$16,670.00	130	12	40	12	8											38	20
	02	Bidding Assistance*	\$16,855.00	0	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
	03	Permitting Support*	\$9,030.00	0	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
	04	Project Startup*	\$1,650.00	0	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
	05	Construction Staking	\$5,260.00	48											6	18	4	20		
	06	Office Engineering and Doc.	\$76,260.00	506	8	60	232	36		20	100	20	20	10						
	07	Construction Observation**	\$52,080.00	464	8		16	440												
	08	Programming & Systems Integ.	N/A	0																
NOT INCLUDED IN THIS SCOPE OF WORK																				
Labor Total:			\$177,805.00	1,148	28	100	260	476	8	20	100	20	20	10	6	18	4	20	38	20
					\$4,760.00	\$12,000.00	\$37,700.00	\$52,360.00	\$760.00	\$3,400.00	\$18,000.00	\$3,100.00	\$3,800.00	\$1,800.00	\$750.00	\$2,250.00	\$460.00	\$1,800.00	\$5,130.00	\$2,200.00

EXPENSES

Survey Equipment	\$	350.00
Survey Mileage	\$	40.00
Observation Mileage***	\$	970.00
Expenses Total:	\$	1,360.00

NOTES:
 *Assumes completed task (cost shown is actual spent)
 **Lenaya: Assumes 1 visit per day for 4 hours, 5 days per week, 33 weeks total (-7 holidays) SUBTRACT 6 weeks for suspension & 4 weeks for early completion, rounded up
 **Kyle: Assumes 2 visits per month, 1 hours each, 8 months total
 **JC: Assumes 1 visit per month, 1 hour each, 8 months total
 ***Lenaya's mileage only: assumes 108 trips x 16 miles/trip = 1,728 miles x \$0.56/mile = \$968, rounded up

SUBCONSULTANTS

Materials Testing & Consulting Inc (MTC)	\$	8,292.00
Subconsultant Total:	\$	8,292.00

Contract start date: 9/27/2021
 Current contract end date: 5/17/2022 (assuming no suspension)
 Current total working days: 160

PROJECT TOTAL \$ 187,457.00



**City of Orting
Council Agenda Summary Sheet**

	Agenda Bill #	Recommending Committee	Study Session Dates	Regular Meeting Dates
Subject: SMAP Phase 2 Supplement 1	AB22XX-82XX	Public Works 03.02.2022	03.16.2022	03.30.2022
	Department: Engineering			
	Date Submitted: 02.16.2022			
Cost of Item:		\$40,765		
Amount Budgeted:		\$90,000		
Unexpended Balance:		\$90,000 less \$ 25,000 for Phase 1		
Bars #:		410 000 000 594 31 41 46		
Timeline:		3/31 to 6/30/2022		
Submitted By:		Maryanne Zukowski, PE		
Fiscal Note:				
Attachments: Scope and Fee Task: SMAP Phase 2 Supplement 1 Contract Package.				
SUMMARY STATEMENT				
<u>Background:</u> Stormwater Management Action Plan (SMAP) is a requirement of our NPDES Permit. We are currently completing SMAP Phase 1. Phase 2 includes Public Involvement and is further explained below.				
PHASE 2 RECEIVING WATER PRIORITIZATION (PHASE 2)				
Phase 2 is a phase of the project that will support the City for NPDES Phase II Permit Section S5.C.1.d.ii. Tasks and budget for Phase 2 and include:				
Analyses for the tributary areas to the waterbodies identified in the Receiving Water Assessment technical memorandum (Phase 1). Analyses will be based on applicable elements from the Stormwater Management Action Planning Guidance Publication No. 19-10-010 beginning on page 10. SMAP Phase 1 deadline for completions is March 31, 2022 with submittal to the Department of Ecology (DOE).				
The City deadline to complete the work for Phase 2 is June 30, 2022.				

RECOMMENDED ACTION: Approve to move forward from committee then move forward through City Council approval.

FUTURE MOTION: I move to approve the Mayor authorization to execute **SMAP Phase 2 Supplement 1** in the amount to not exceed of \$40,765.

**AMENDMENT NO. 01
TO AGREEMENT FOR PROFESSIONAL SERVICES**

Between

City of Orting
PO Box 489/104 Bridge Street S.
Orting, WA 98360

and

Parametrix, Inc.
1019 39th Ave SE, Ste. 100
Puyallup, WA 98374

The terms and provisions of the Agreement for Professional Services apply herein unless otherwise specifically revised.	
Date: 2/18/2022	Project No.: 216-1711-024
Project Name: Stormwater Management Action Plan – Phase 2	

Contract Price:

Original Contract:	\$	<u>24,985.00</u>
Prior Amendments:	\$	<u>N/A</u>
This Amendment:	\$	<u>40,765.00</u>
Revised Total:	\$	<u>65,750.00</u>

Time of Completion:

Original Contract:	<u>March 31, 2022</u>
Prior Amendments:	<u>N/A</u>
This Amendment:	<u>June 30, 2022</u>

Description of Amendment:

This amendment is for Phase 2 of the SMAP for preparing the receiving water prioritization as described in the attached Scope of Work, Supplement 1.

Reason for Amendment:

Phase 2 receiving water prioritization is needed to complete the Stormwater Management Action Plan.

Approved By:

City of Orting

By: _____
Title: _____
Date: _____

Accepted For:

Parametrix, Inc.

By: _____
Title: _____
Date: _____

Execution Date is the date of the latest signature by both Parties.

SCOPE OF WORK

City of Orting
Stormwater Management Action Plan (SMAP)
Receiving Water Conditions Assessment
Phase 2
Supplement 1

INTRODUCTION

Section S5.C.1.d of the Washington State Department of Ecology's (Ecology's) Western Washington Phase II Municipal Stormwater Permit (Phase II Permit) effective August 1, 2019, requires that permittees prepare a Stormwater Management Action Plan (SMAP) to support planning and decisions in an effort to improve water quality in a prioritized receiving waterbody. Section S5.C.1.d.i of the Phase II Permit requires permittees to complete a receiving water assessment by March 31, 2022. The receiving water assessment, referred to as Phase 1, is in process under a separate scope of work (SOW).

The Phase 1 SOW identified Phase 2 (the receiving water prioritization) as a future, separate scope item. This SOW is for Phase 2 of the SMAP for preparing the receiving water prioritization. Phase 3 of the SMAP process is to prepare the final overall SMAP document and will be addressed through a supplemental SOW.

The receiving water prioritization will be based on the two receiving waters identified in SMAP Phase 1, referred to as the Carbon River North Unnamed Tributary and the Carbon River South Unnamed Tributary. SMAP Phase 1 is to be completed by March 31, 2022, in accordance with the Phase II Permit.

The schedule for this SOW will be as follows:

- Notice to Proceed: March 31, 2022.
- SMAP Phase 2, Step 1: Identify retrofits and land management actions for the two receiving waters and submit to the City of Orting (City) no later than April 22, 2022. Retrofits and land management action considerations include:
 - Conservation, protection or restoration of receiving waters through stormwater and land management strategies that acts as water quality management tools.
 - Reduction of pollutant loading.
 - Addressing hydrologic impacts from existing and proposed future development.
- SMAP Phase 2, Step 2: Develop a ranking process and submit to the City no later than May 4, 2022.
- SMAP Phase 2, Step 3: Develop a draft and final technical report summarizing the receiving water prioritization process:
 - Submit draft report to City Public Works Committee no later than June 1, 2022.
 - Draft report available for City Council meeting on June 8, 2022.
 - Submit final report to the City no later than June 29, 2022.

Selection of the receiving water by the City for inclusion in Phase 3 of the SMAP will occur after Phase 2 is completed.

Based on Appendix 2 of the Phase II Permit, there are no total maximum daily loads (TMDLs) applicable to the City. Based on Ecology's online Water Quality Atlas, there are no 303(d)-listed waterbodies in the City.

TASK 01 – PROJECT MANAGEMENT, MEETINGS, AND QC/QA

Objective

The objective of this task is to provide overall project management, project coordination, and quality control/quality assurance (QC/QA) for the deliverables associated with this scope of work.

Approach

Parametrix will track and monitor project progress, including preparing monthly invoices and project status reports. The Parametrix project manager will have phone and email contact with the City's project manager as needed. Parametrix will have internal coordination meetings as needed. Parametrix will perform QC reviews in accordance with Parametrix QC standards.

Deliverables

Deliverables for this task include:

- Monthly invoices and progress reports.
- Miscellaneous correspondence to document project management issues.

Assumptions

Assumptions for this task include:

- Project management will extend throughout project duration from March 1, 2022, through June 30, 2022 (4 months).
- Budget includes up to 24 hours for coordination with the City, which includes phone and email correspondence, online web-based meetings, in-person meetings with City staff, and attendance at up to one City Council meeting.
- Budget includes up to 24 hours for Parametrix team internal coordination meetings.
- QC reviews will be performed for the following documents:
 - Draft Receiving Water Prioritization technical memorandum.
 - Final Receiving Water Prioritization technical memorandum.

QA/QC review documentation will be provided upon request.

TASK 02 – RECEIVING WATER CONDITIONS ASSESSMENT

Objective

To evaluate existing and planned future conditions for the two identified receiving waters for future selection of a prioritized receiving water. The evaluation will be based on National Pollutant Discharge Elimination System (NPDES) Phase II Permit Section S5.C.1.d.ii (excerpt attached) and in consideration of the Stormwater Management Action Planning Guidance (excerpt attached)¹.

Approach

This task will include the following activities:

- Prepare a summary table that strategizes the prioritization process to be used. The summary table will be similar to Table 1.

Table 1. Receiving Water Prioritization Strategy

Consideration	Carbon River North Unnamed Tributary	Carbon River South Unnamed Tributary
What retrofits or new facilities have been identified in previous stormwater plans?		
What retrofits or new facilities may be appropriate for consideration?		
What future best management practices (BMPs) might be applicable for future development or redevelopment?		
What land management strategies, such as Low Impact Development, may be applicable as water quality management tools to conserve, protect, or restore the receiving water?		
What elements in the Stormwater Management Plan (SWMP) are applicable in the receiving water tributary area, and are those elements adequately addressing stormwater quality?		
What factors make this receiving water considered a “high quality” receiving water?		
What are the applicable regional plans?		
From Phase 1, are there health-risk-related considerations that can be addressed through stormwater management?		
What new or redeveloped areas could potentially accommodate a higher level of treatment?		

¹ Washington State Department of Ecology. 2019. Stormwater Management Action Planning Guidance: Phase I and Western Washington Phase II Municipal Stormwater Permits, Publication 19-10-010. Olympia, Washington. August 2019.

- Perform pollutant loading calculations for the following scenarios based on the Washington State Department of Transportation Quantitative Procedures for Surface Water Impact Assessments (April 2009):
 - New City-owned facilities to treat existing development that is not treated.
 - If an existing City-owned facility can be retrofitted for a higher level of treatment.
 - New or redevelopment privately-owned projects with currently required best management practices (BMPs) for basic or enhanced treatment based on proposed land use.
 - Use of enhanced treatment BMPs in lieu of basic treatment BMPs for new or redevelopment land uses if enhanced treatment is practicable
- Identify capital improvement projects (CIPs) from the June 2010 Stormwater Comprehensive Plan that are within the receiving water tributary areas that have been constructed or are still being planned. Identify any CIPs for the receiving water tributary areas that have been identified subsequent to the June 2010 Stormwater Comprehensive Plan.
- Identify future private developments or redevelopments being planned and stormwater requirements.
- Identify potential future land use changes or future stormwater requirements that go above and beyond for improving water quality.
- The City will provide notification to the public regarding when the receiving water prioritization will be discussed at a City Council meeting. The City Clerk will provide notification on the City’s website when the receiving water prioritization will be discussed. The City’s reader board at the south entrance to the City is also available for the City to provide notification on when the receiving water prioritization will be discussed at a City Council meeting.

The results will be summarized in a table similar to Table 2.

Table 2. Summary of Receiving Water Prioritization Analyses

	Unit	Carbon River North Unnamed Tributary	Carbon River South Unnamed Tributary
Existing area routed to existing basic treatment best management practices (BMPs)	Acres		
Existing developed area not treated	Acres		
Existing undeveloped area	Acres		
Total suspended solids annual loading	Pounds		
Total zinc annual loading	Pound		
Total copper annual loading	Pounds		
Existing area routed to existing basic treatment BMPs	Acres		
Existing area routed to facilities retrofitted for enhanced treatment	Acres		
Existing developed area not treated	Acres		
Future development/redevelopment routed to basic treatment BMPs	Acres		

SCOPE OF WORK (continued)

	Unit	Carbon River North Unnamed Tributary	Carbon River South Unnamed Tributary
Future development/redevelopment routed to enhanced treatment BMPs	Acres		
Undeveloped area	Acres		
Total suspended solids annual loading	Pounds		
Total zinc annual loading	Pounds		
Total copper annual loading	Pounds		
Change in total suspended solids	Pounds		
Change in total zinc	Pounds		
Change in total copper	Pounds		

Assumptions

City staff will submit the Final Receiving Waters Prioritization technical memorandum to Ecology. The technical memorandum will be included as an appendix in the SMAP Phase 3 document.

The Puyallup River and the Carbon River will not be included in the receiving water prioritization due to the size difference between the City's tributary area and the overall basin size.

Enhanced treatment for stormwater discharges into the Carbon River are currently required by the Stormwater Management Manual for Western Washington for site uses triggering enhanced treatment. Treatment levels beyond enhanced treatment for sites triggering enhanced treatment will not be practicable and not considered further.

Parametrix will use basins and areas delineated for SMAP Phase 1. Basin or area redelineation is not included.

Deliverables

- Draft Receiving Water Prioritization technical memorandum with summary tables and exhibits.
- Final Receiving Water Prioritization technical memorandum with summary tables and exhibits.

PHASE 3 – STORMWATER MANAGEMENT ACTION PLAN (SMAP) (FUTURE PHASE)

Phase 3 is a future phase of the project that will support the City for NPDES Phase II Permit Section S5.C.1.d.iii. Tasks and budget for Phase 3 will be determined in the future.

ATTACHMENTS

- A NPDES Phase II Permit Section S5.C.1.d
- B Excerpts from Stormwater Management Action Planning Guidance

Client: City of Orting
 Project: SMAP Phase 2 - Receiving Water Prioritization
 Project No: P1711_SMAPP2_jlc

	Jeffrey L. Coop	April D. Whittaker	John L. Wright	Amanda B. Lucas	John C. Hungerford	Sarah A. Crackenberger	Clara F. Olson	Kyle Bretherton
	Sr Engineer	Sr Project Control Specialist	Sr Engineer	Publications Supervisor	Water Division Manager	Project Accountant	Engineer III	GIS Technician
Rates:	\$215.00	\$150.00	\$235.00	\$145.00	\$220.00	\$120.00	\$150.00	\$120.00

Task	Description	Labor Dollars								
01	Project Management & QA/QC	\$14,510.00	22	13	6	4	17	4	6	6
02	Receiving Water Conditions Assessment	\$26,255.00	22	1		7	5		106	28
Labor Totals:		\$40,765.00	44	14	6	11	22	4	112	34
Totals:		\$40,765.00	\$9,460.00	\$2,100.00	\$1,410.00	\$1,595.00	\$4,840.00	\$480.00	\$16,800.00	\$4,080.00

Project Total **\$40,765.00**

Attachment A

NPDES Phase II Permit Section S5.C.1.d



EXCERPTS FROM NPDES PHASE II MUNICIPAL PERMIT
SECTION S5.C.1

STORMWATER MANAGEMENT ACTION PLANNING

- d. Stormwater Management Action Planning³ (SMAP). Permittees shall conduct a similar process and consider the range of issues outlined in the *Stormwater Management Action Planning Guidance* (Ecology, 2019; Publication 19-10-010). Permittees may rely on another jurisdiction to meet all or part of SMAP requirements at a watershed-scale, provided a SMAP is completed for at least one priority catchment located within the Permittee's jurisdiction.
- i. *Receiving Water Assessment*. Permittees shall document and assess existing information related to their local receiving waters and contributing area conditions to identify which receiving waters are most likely to benefit from stormwater management planning.

By March 31, 2022, Permittees shall submit a watershed inventory and include a brief description of the relative conditions of the receiving waters and the contributing areas. The watershed inventory shall be submitted as a table with each receiving water name, its total watershed area, the percent of the total watershed area that is in the Permittee's jurisdiction, and the findings of the stormwater management influence assessment for each basin. Indicate which

³ New Permittees are exempt from S5.C.1.d. for this permit term.

receiving waters will be included in the S5.C.1.d.ii prioritization process. Include a map of the delineated basins with references to the watershed inventory table.

- (a) Identify which basins are expected to have a relatively low Stormwater Management Influence for SMAP. See the guidance document for definition and description of this assessment.

Basins having relatively low expected Stormwater Management Influence for SMAP do not need to be included in S5.C.1.d.ii-iii.

SMAP
Phase 2

- ii. *Receiving Water Prioritization.* Informed by the assessment of receiving water conditions in (i), above, and other local and regional information, Permittees shall develop and implement a prioritization method and process to determine which receiving waters will receive the most benefit from implementation of stormwater facility retrofits, tailored implementation of SWMP actions, and other land/development management actions (different than the existing new and redevelopment requirements). The retrofits and actions shall be designed to: 1) conserve, protect, or restore receiving waters through stormwater and land management strategies that act as water quality management tools, 2) reduce pollutant loading, and 3) address hydrologic impacts from existing development as well as planned for and expected future buildout conditions.

No later than June 30, 2022, document the prioritized and ranked list of receiving waters.

- (a) The Permittee shall document the priority ranking process used to identify high priority receiving waters. The Permittee may reference existing local watershed management plan(s) as source(s) of information or rationale for the prioritization.
- (b) The ranking process shall include the identification of high priority catchment area(s) for focus of the Stormwater Management Action Plan (SMAP) in (iii), below.

- iii. Stormwater Management Action Plan (SMAP). No later than March 31, 2023, Permittees shall develop a SMAP for at least one high priority catchment area from (ii), above, that identifies all of the following:

- (a) A description of the stormwater facility retrofits needed for the area, including the BMP types and preferred locations.
- (b) Land management/development strategies and/or actions identified for water quality management.
- (c) Targeted, enhanced, or customized implementation of stormwater management actions related to permit sections within S5, including:
- IDDE field screening,
 - Prioritization of Source Control inspections,
 - O&M inspections or enhanced maintenance, or
 - Public Education and Outreach behavior change programs.

Identified actions shall support other specifically identified stormwater management strategies and actions for the basin overall, or for the catchment area in particular.

- (d) If applicable, identification of changes needed to local long-range plans, to address SMAP priorities.
- (e) A proposed implementation schedule and budget sources for:
 - Short-term actions (*i.e.*, actions to be accomplished within six years), and
 - Long-term actions (*i.e.*, actions to be accomplished within seven to 20 years).
- (f) A process and schedule to provide future assessment and feedback to improve the planning process and implementation of procedures or projects.

⁴ New Permittees shall begin implementing the requirements of S5.C.2 no later than August 1, 2021.

Attachment B

Excerpts from Stormwater Management
Action Planning Guidance





DEPARTMENT OF
ECOLOGY
State of Washington

Stormwater Management Action Planning Guidance

*Phase I and Western Washington Phase II
Municipal Stormwater Permits*

August 2019

Publication 19-10-010

Receiving Water Prioritization

S5.C.1.d.ii Phase II Permit requirement:

Informed by the Assessment of Receiving Water Conditions in (i) above and other local and regional information, Permittees shall develop and implement a prioritization method and process to determine which receiving waters will receive the most benefit from implementation of stormwater facility retrofits, tailored implementation of SWMP actions, and other land/development management actions (different than the existing new and redevelopment requirements). The retrofits and actions shall be designed to: 1) conserve, protect, or restore receiving waters through stormwater and land management strategies that act as water quality management tools, 2) reduce pollutant loading, and 3) address hydrologic impacts from existing development, as well as planned for expected future buildout conditions.

Document the prioritized and ranked list of receiving waters no later than June 30, 2022.

You will establish and conduct a process to prioritize among your candidate basins to select an area of focus where SMAP will be applied to reduce pollutant loading and/or address hydrologic impacts from existing, expected, or proposed future development. Three strategic SMAP elements will be highlighted during the prioritization process (see SMAP section beginning on p.13):

- 1) Strategic retrofits, including a combination of both improvements of existing structural facilities and siting and construction of new facilities.
- 2) Land management strategies that act as a water quality management tools to conserve, protect, or restore receiving waters.
- 3) Strategic SWMP enhancements and targeted S5.C stormwater management actions.

Your prioritization process will identify the receiving water expected to benefit most from future implementation of these three strategic elements in your SMAP. You will then select a catchment area (recommended to be approximately 400 to 600 acres, or a catchment scale that is appropriate for this level of planning in your jurisdiction). Chapter 4 of BCiTR “Prioritizing Watersheds for Stormwater Investment” lists these steps for the prioritization process: Establish prioritization goals; actively seek input from natural resource agencies and tribes; and involve interested parties the public early on in the prioritization process. A good process will include these steps to provide transparency, improve the knowledge base, and help to ensure better success in SMAP implementation.

Basins that drain to high quality receiving waters that are also under pressure of development should score high in the prioritization process. A successful SMAP for such a basin is likely to protect high-quality receiving water quality over the long term.

Follow these general prioritization principles as they apply to your receiving waters:

1. Give higher priority to basins with receiving waters that show low to moderate levels of impairment (*e.g.*, as assessed via water quality data, Benthic Index of Biotic Integrity (B-IBI) scores, or habitat surveys). These receiving waters are expected to benefit more quickly as a result of stormwater management actions.
2. Give higher priority to basins where the municipality can exert greater influence either alone or in partnership with one or more neighboring jurisdictions. For example, assign higher priority to basins that either have most of their associated drainage area within the municipality, or where an inter-local agreement is or will be in place with one or more neighboring municipalities to implement the SMAP. In other words, if the municipality coordinates a priority basin identification and rehabilitation strategy approach with a neighboring municipality, a shared basin may score higher.
3. Give higher priority to basins where regional rehabilitation efforts are also focused or to receiving waters identified as important under other planning processes such as WRIA plans, Salmon Recovery Plans, MTCA/Superfund cleanups, Endangered Species Act listings and critical habitat designations. Basins draining to receiving waters listed in the 303(d) Watershed Assessment as Category 5 based on B-IBI scores may warrant higher priority if low B-IBI scores are likely due at least in part to hydrologic conditions.
4. Give higher priority to basins with direct MS4 discharges to shoreline segments with low or negligible longshore transport and particularly to areas in Puget Sound where sediment accumulates (*i.e.*, bays, lagoons, inlets, depositional beaches). Sediment depositional areas are

higher priority for SMAP than open shoreline drift cells with high energy dispersion of pollutants.

5. Give a higher priority to basins with overburdened communities where the water quality issues and human health impacts overlap and can be addressed (at least partly) through stormwater management improvements.

Following selection of the priority basin, your process should include selection of the catchment or sub-basin area where stormwater investments will be made for SMAP.

Counties should consider the potential for annexation of areas within their basins and describe how these areas are taken into account in the prioritization process. Coordination and collaboration with adjacent jurisdictions will improve planning in these areas and help to refine priorities. It is acceptable for a Phase II County to select a catchment area outside of their permit coverage area for SMAP if the planning and the resulting stormwater management actions will benefit a high priority receiving water.

Prior to finalizing your prioritization, for the top few candidate basins, review the protection and restoration goals with all of the information gathered for Step 2, Assess Receiving Water Conditions. Use this information to judge what relative level of investment is likely needed to meet water quality goals for each basin, including the anticipated need for flow control and treatment facilities. To the extent possible, predict likely hydrologic and pollutant loading impacts from your current and future land use combinations. General stormwater discharge data for pollutant loading impacts can be found in the *Phase I Stormwater Permit: Final S8.D Data Characterization, 2009-2013* (Hobbs *et al.*, 2015). Pollutant loads across your jurisdiction may be highly variable. Scenario modeling may be helpful for this planning requirement, but Ecology does not require that you conduct a modeling exercise for SMAP.

If you are considering selecting an impaired waterbody with current or future Total Maximum Daily Load (TMDL) requirements as a SMAP priority basin, you must document how SMAP investments will go above and beyond the current (or currently expected) Permit and TMDL requirements, and what the additional investments will achieve. For such basins, include substantial, scientific justification including conducting modeling exercises or other quantitative evaluations that are appropriate for your TMDL.

Be sure to document your process well and be prepared to adjust it as process or project improvements are identified. Ensure that you gather feedback from interested stakeholders and residents and allow time to include that feedback in your process and SMAP.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

2/18/2022

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).

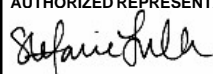
PRODUCER AssuredPartners Design Professionals Insurance Services, LLC 3697 Mt. Diablo Blvd Suite 230 Lafayette CA 94549	CONTACT NAME: Jennifer Aguirre PHONE (A/C. No. Ext): (510) 465-3090 E-MAIL ADDRESS: DesignProCerts@AssuredPartners.com	FAX (A/C. No.):
	INSURER(S) AFFORDING COVERAGE	
License#: 6003745 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:** 1252426886 **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: Stormwater Management Action Plan / Prepare receiving water assessment
 Project Number: 216-1711-024
 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 City of Orting Attn: Maryanne Zukowski PO Box 489 104 Bridge Street S. Orting WA 98360	CANCELLATION 30 Days Notice of Cancellation SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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**Blanket Additional Insured - Owners, Lessees or
Contractors - with Products-Completed
Operations Coverage Endorsement**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

It is understood and agreed as follows:

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

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

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

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

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

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

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

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

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

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

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

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

All other terms and conditions of the Policy remain unchanged.

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



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

This endorsement modifies insurance provided under the following:

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

SCHEDULE

Name Of Person Or Organization:

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

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

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

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

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

All other terms and conditions of the Policy remain unchanged.

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

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CONTRACTORS EXTENDED COVERAGE ENDORSEMENT - BUSINESS AUTO PLUS

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

I. LIABILITY COVERAGE

A. Who Is An Insured

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

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

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

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

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

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

B. Bail Bonds and Loss of Earnings

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

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



C. Fellow Employee

Section II, Paragraph B.5 does not apply.

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

II. PHYSICAL DAMAGE COVERAGE

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

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

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

B. Transportation Expenses

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

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

C. Loss of Use Expenses

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

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

D. Hired "Autos"

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

5. Hired "Autos"

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

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

E. Airbag Coverage

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

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



F. Electronic Equipment

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

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

G. Diminution In Value

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

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

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

III. Drive Other Car Coverage – Executive Officers

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

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

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

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

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

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

IV. BUSINESS AUTO CONDITIONS

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

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



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

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

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

B. Transfer Of Rights Of Recovery Against Others To Us

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

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

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

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

C. Concealment, Misrepresentation or Fraud

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

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

D. Other Insurance

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

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

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

E. Policy Period, Coverage Territory

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

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

V. DEFINITIONS

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

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



WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

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

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

Schedule

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

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

All other terms and conditions of the policy remain unchanged.

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



BLANKET WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS

This endorsement changes the policy to which it is attached.

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

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

PREMIUM CHARGE - Refer to the Schedule of Operations

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

All other terms and conditions of the policy remain unchanged.

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

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

Endorsement Effective Date:

Endorsement Expiration Date:

Policy No: WC 6 50531383 Policy

Endorsement No: 2; Page: 1 of 1

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

**CITY OF ORTING
PROFESSIONAL SERVICES
AGREEMENT FOR**

City of Orting
Stormwater Management Action Plan (SMAP)
Receiving Water Conditions Assessment
Phase 1

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:

<p>Parametrix, Inc.:</p> <p>Roger Flint 1019 39th Ave SE, Ste. 100 Puyallup, WA 98374</p> <p>253.604.6600 rflint@parametrix.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 **March 31, 2022** ("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 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

DocuSigned by:
Joshua Penner, Mayor
Joshua Penner
6DBA32655A334F8...

ATTEST:

DocuSigned by:
City Clerk, Kim Agfalvi
Kim Agfalvi
C74C0F921D624DC...

DATE: 1/5/2022

APPROVED AS TO FORM:

DocuSigned by:
Charlotte Archer
283761F25520457...
City Attorney, Charlotte A. Archer

PARAMETRIX, INC.

By: [Signature] Printed Name: Roger Flint

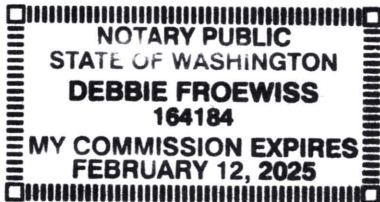
Title: Chief Operations Officer

DATE: 1/5/2022

STATE OF WASHINGTON)
COUNTY OF SPORANE) ss.

On this day personally appeared before me ROGER FLINT, to me known to be the CHIEF OPERATIONS OFFICER of PARAMETRIX 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 5 day of JANUARY, 2022



Notary's signature [Signature]
Notary's printed name Debbie Froewiss
Notary Public in and for the State of Washington. My commission expires 2/12/25

EXHIBIT "A"

SERVICES

1. The Contractor shall do or provide the following:

ATTACHED:

**Scope of Work
City of Orting
Stormwater Management Action Plan (SMAP)
Receiving Water Conditions Assessment
Phase 1**

EXHIBIT A

SCOPE OF WORK

City of Orting

Stormwater Management Action Plan (SMAP)

Receiving Water Conditions Assessment

Phase 1

INTRODUCTION

Section S5.C.1.d of the Washington State Department of Ecology's (Ecology) Western Washington Phase II Municipal Stormwater Permit (Phase II Permit) effective August 1, 2019, requires that permittees prepare a Stormwater Management Action Plan (SMAP) to support planning and decisions in an effort to improve water quality in a prioritized receiving waterbody. Section S5.C.1.d.i of the Phase II Permit requires permittees to complete a receiving water assessment by March 31, 2022. This scope of work (SOW) is to prepare the receiving water assessment. Remaining elements of the SMAP will be addressed through a supplemental SOW.

The schedule for this scope of work will be as follows:

- Draft Receiving Water Condition Assessment to the City of Orting (City) for City review: March 1, 2022 with the following milestones.
 - **Step 1:** Delineate Basins and Identify Receiving Waters: This includes MS4 mapping and the instructions beginning page 3 of Stormwater Management Action Planning Guidance Publication No. 19-10-010. (concurrency by City on or before February 1, 2022.)¹
 - **Step 2:** Assess Receiving Water Conditions beginning on page 5 Stormwater Management Action Planning Guidance Publication No. 19-10-010. (concurrency by City on or before February 15, 2022.)¹
 - **Step 3:** Assess Stormwater Management Influence beginning on page 7 Stormwater Management Action Planning Guidance Publication No. 19-10-010. (concurrency by City on or before February 22, 2022.)¹
 - **Step 4:** Assess Relative Conditions and Contributions beginning on page 8 Stormwater Management Action Planning Guidance Publication No. 19-10-010. (submittal to City on or before March 1, 2022.)¹

Final Receiving Water Condition Assessment to the City addressing all comments: March 30, 2022.

- Final receiving water assessment to the City for submittal to Ecology: March 31, 2022.

Based on Appendix 2 of the Phase II Permit, there are no total maximum daily loads (TMDLs) applicable to the City. Based on Ecology's online Water Quality Atlas, there are no 303(d)-listed waterbodies in the City. Based on the results of preliminary screening using Ecology's online Puget Sound Watershed Characterization Project, the focus of the receiving water assessment, the future receiving water prioritization and future SMAP will be on City

¹ <https://apps.ecology.wa.gov/publications/documents/1910010.pdf>

SCOPE OF WORK (continued)

subbasins tributary to the Puyallup or the Carbon River. The Carbon River will be included qualitatively in the discussion of the receiving water assessment and future receiving water prioritization. Numerical analyses for areas tributary to the Carbon River are not included.

Based on preliminary analysis from the on-call services contract December 21, 2021 the following high-level assessment will be included:

“the stormwater system for Rainier Meadows discharges into the creek behind the levee along the Carbon River. Additionally, there is an outfall that collects stormwater runoff from Harman Way S, goes under the Mountain View Estates Mobile Home Park, under the trail, and into the low area behind the levee. Additionally, the facilities for Carbon River Landing and River’s Edge overflow into the wetland area behind the levee. Both of these waterbodies are hydraulically connected to the Carbon River.”

TASK 01 – PROJECT MANAGEMENT, MEETINGS, AND QC/QA

Objective

The objective of this task is to provide overall project management, project coordination, and quality control/quality assurance (QC/QA) for the deliverables associated with this scope of work.

Approach

Parametrix will track and monitor project progress, including preparing monthly invoices and project status reports. The Parametrix project manager will have phone and email contact with the City’s project manager as needed. Parametrix will have internal coordination meetings as needed. Parametrix will perform QC reviews in accordance with Parametrix QC standards.

Deliverables

- Monthly invoices and progress reports.
- Miscellaneous correspondence to document project management issues.

Assumptions

Project management will extend throughout project duration from January 2, 2022, through March 31, 2022 (3 months).

Budget includes up to 24 hours for coordination with the City, which includes phone and email correspondence, online web-based meetings, in-person meetings with City staff, and attendance at up to one City Council meeting.

Budget includes up to 24 hours for Parametrix team internal coordination meetings. QC reviews for the following documents:

- Draft Receiving Water Assessment technical memorandum (Steps 1 through 4).
- Final Receiving Water Assessment technical memorandum. (Steps 1 through 4).

QA/QC review documentation will be provided upon request.

SCOPE OF WORK (continued)

TASK 02 – PROJECT INITIATION AND NEEDS ASSESSMENT

Objective

This purpose of this task is to review currently available information, define data needs and gaps, coordinate with the City to obtain necessary information, obtain information as needed from other data sources.

Approach

Parametrix will prepare for and facilitate an online project kickoff meeting with City staff. Parametrix will introduce the project team, present data sources currently available, and identify data needed from the City as well as data that might need to be obtained from other sources.

Parametrix will review geographic information system (GIS) data or AutoCAD file(s) previously developed for the following:

- Existing stormwater system and existing public and private stormwater treatment facilities.
- Aerial imagery.
- Existing subbasin delineation.
- Current stormwater comprehensive plan.
- Current stormwater capital improvement plan.
- Current City of Shoreline Master Plan.

Parametrix will identify data needed for coordination with the City and obtain data from the City or other sources if available to fill needed data gaps.

Information that may be needed from the City or other sources includes but is not limited to:

- Electronic files of critical areas, such as wetlands, steep slopes or geologic hazards, buffers, and floodplains.
- Most recent National Pollutant Discharge Elimination System (NPDES) annual reports and stormwater management program documents
- The Pierce County Flood Control Zone District Comprehensive Plan that is currently being updated. Parametrix will coordinate with the City for potential water quality related information that may support the Receiving Water Conditions Assessment. Project that could support water quality for the selected receiving water will be reviewed further in the next phase for the Receiving Water Prioritization.

Assumptions

The City will provide Parametrix with information in electronic format via email, FTP site transfer, CD, or file-share platform, such as SharePoint or Bluebeam Studio Session.

Up to four Parametrix staff members will participate in the kickoff meeting. One 2-hour meeting is assumed.

The City will identify and invite other City staff to participate in the kickoff meeting. The City will coordinate the kickoff meeting appointment.

SCOPE OF WORK (continued)

No field survey or obtaining GIS information in the field is included but can be provided through a scope amendment upon request.

Deliverables

- Agenda for kickoff meeting.

TASK 03 – RECEIVING WATER CONDITIONS ASSESSMENT

Objective

To assess receiving waters based on NPDES Phase II Permit Section S5.C.1.d.i, the Stormwater Management Action Planning Guidance (Ecology 2019, Publication 19-10-010) and Building Cities in the Rain (Washington Department of Commerce 2016, Publication 006) will also be considered in guiding the assessment.

Approach

The City has two receiving waters: the Puyallup River and the Carbon River. The tributary areas for these two rivers far exceed the 20 square miles identified in the section “Receiving Water Conditions Assessment” of Ecology’s Stormwater Management Action Planning Guidance. Therefore, mapping of areas outside the City limits and urban growth area will not be performed, and refer to WRIA 10 areas for the area calculations are required under Step 1 – Step 4 as qualitative.

Parametrix will use basins previously identified in its Stormwater Capital Improvement Plan to determine the amount of areas tributary from the City to the Puyallup River and the Carbon River. Redelineation of the basins currently defined is not included.

There are currently no TMDLs applicable to the City in the NPDES Phase II Permit, and there are no 303(d)-listed waterbodies within the City identified in Ecology’s Water Quality Atlas online mapping tool. Ecology’s Puget Sound Watershed Characterization Project mapping tool will be used to determine if there are any identified pollutants of concern applicable to the Puyallup or Carbon River. This information will be used to guide the services under this task and the future receiving water prioritization. Both the Puyallup and Carbon Rivers are above the third Strahler rating and as such will be exempt from this scope of work.

Therefore, effort will be limited to hydraulically connected waterbodies constrained behind the existing levees. Other parameters identified in Ecology’s Puget Sound Watershed Characterization Project mapping tool will be reviewed to determine if there are any differences in parameters of concern between the Puyallup and Carbon Rivers. <https://apps.ecology.wa.gov/coastalatl/wc/landingpage.html>

The Washington State Department of Health’s Washington Environmental Health Disparities Map will also be used to determine if there are any surface and stormwater-related parameters that can assist in prioritizing the receiving water.

<https://fortress.wa.gov/doh/wtn/WTNIBL/>

The United States Environmental Protection Agency’s Environmental Justice Screening and Mapping Tool will also be used to determine if there are any surface and stormwater-related parameters that can assist in prioritizing the receiving water.

SCOPE OF WORK (continued)

<https://ejscreen.epa.gov/mapper/>

Parametrix will overlay existing developed areas with areas that are routed to either private or public stormwater treatment facilities, which may be combined with flow control facilities. Parametrix will then estimate the amount of annual pollutant loading for existing conditions for discharges to the Carbon or Puyallup River. The analysis will then be summarized in a table for the Puyallup and Carbon Rivers similar to the following in Table 1:

Table 1. Summary of Tributary Areas

	Puyallup River		Carbon River	
	Within City	Within Urban Growth Area	Within City	Within Urban Growth Area
Existing developed area to existing stormwater treatment facilities				
Existing developed area not routed to stormwater treatment facilities				
Underdeveloped areas (higher land cover per current zoning than currently developed)				
Undeveloped areas				
Total				

Assumptions

City staff will submit the Final Receiving Waters Condition Assessment technical memorandum to Ecology. The technical memorandum prepared for this task will be included in the SMAP.

Based on coordination with the City, areas tributary to the Puyallup or Carbon River will be carried forward for further analyses in the future receiving water prioritization.

Deliverables

- Draft Receiving Water Assessment technical memorandum and MS4/Basin map overlaid on existing City GIS map with summary tables and exhibits.
- Final Receiving Water Assessment technical memorandum with summary tables and exhibits, including the MS4/Basin Map.

OPTIONAL SERVICES: PHASE 2 RECEIVING WATER PRIORITIZATION (FUTURE PHASE)

Phase 2 is a future phase of the project that will support the City for NPDES Phase II Permit Section S5.C.1.d.ii. Tasks and budget for Phase 2 will be determined in the future but will likely include:

- Analyses for the tributary areas to the waterbodies identified in the Receiving Water Assessment technical memorandum. Analyses will be based on applicable elements from the Stormwater Management Action Planning Guidance Publication No. 19-10-010 beginning on page 10.

SCOPE OF WORK (continued)

- Provide an opportunity for residents, businesses, and other potential stakeholders to provide input. Such opportunity will be determined prior to Phase 2 but could include an open house, public notification to a City Council Workshop, or a mailer.
- Receiving Water Prioritization technical memorandum.

The Receiving Water Prioritization technical memorandum will be available for submittal to Ecology by June 30, 2022.

ATTACHMENTS

A: NPDES Phase II Permit Section S5.C.1.d.

Attachment A

NPDES Phase II Permit Section S5.C.1.d



EXCERPTS FROM NPDES PHASE II MUNICIPAL
PERMIT SECTION S5.C.1

STORMWATER MANAGEMENT ACTION PLANNING

d. Stormwater Management Action Planning³ (SMAP). Permittees shall conduct a similar process and consider the range of issues outlined in the *Stormwater Management Action Planning Guidance* (Ecology, 2019; Publication 19-10-010). Permittees may rely on another jurisdiction to meet all or part of SMAP requirements at a watershed- scale, provided a SMAP is completed for at least one priority catchment located within the Permittee's jurisdiction.

- i. *Receiving Water Assessment*. Permittees shall document and assess existing information related to their local receiving waters and contributing area conditions to identify which receiving waters are most likely to benefit from stormwater management planning.

By March 31, 2022, Permittees shall submit a watershed inventory and include a brief description of the relative conditions of the receiving waters and the contributing areas. The watershed inventory shall be submitted as a table with each receiving water name, its total watershed area, the percent of the total watershed area that is in the Permittee's jurisdiction, and the findings of the stormwater management influence assessment for each basin. Indicate which

³New Permittees are exempt from S5.C.1.d. for this permit term.

receiving waters will be included in the S5.C.1.d.ii prioritization process. Include a map of the delineated basins with references to the watershed inventory table.

- (a) Identify which basins are expected to have a relatively low Stormwater Management Influence for SMAP. See the guidance document for definition and description of this assessment.

Basins having relatively low expected Stormwater Management Influence for SMAP do not need to be included in S5.C.1.d.ii-iii.

ii. *Receiving Water Prioritization.* Informed by the assessment of receiving water conditions in (i), above, and other local and regional information, Permittees shall develop and implement a prioritization method and process to determine which receiving waters will receive the most benefit from implementation of stormwater facility retrofits, tailored implementation of SWMP actions, and other land/development management actions (different than the existing new and redevelopment requirements). The retrofits and actions shall be designed to:

- 1) conserve, protect, or restore receiving waters through stormwater and land management strategies that act as water quality management tools, 2) reduce pollutant loading, and 3) address hydrologic impacts from existing development as well as planned for and expected future buildout conditions.

No later than June 30, 2022, document the prioritized and ranked list of receiving waters.

- (a) The Permittee shall document the priority ranking process used to identify high priority receiving waters. The Permittee may reference existing local watershed management plan(s) as source(s) of information or rationale for the prioritization.
- (b) The ranking process shall include the identification of high priority catchment area(s) for focus of the Stormwater Management Action Plan (SMAP) in (iii), below.

iii. *Stormwater Management Action Plan (SMAP).* No later than March 31, 2023, Permittees shall develop a SMAP for at least one high priority catchment area from (ii), above, that identifies all of the following:

- (a) A description of the stormwater facility retrofits needed for the area, including the BMP types and preferred locations.
- (b) Land management/development strategies and/or actions identified for water quality management.
- (c) Targeted, enhanced, or customized implementation of stormwater management actions related to permit sections within S5, including:
- IDDE field screening,
 - Prioritization of Source Control inspections,
 - O&M inspections or enhanced maintenance, or
 - Public Education and Outreach behavior change programs.

Identified actions shall support other specifically identified stormwater management strategies and actions for the basin overall, or for the catchment area in particular.

- (d) If applicable, identification of changes needed to local long-range plans, to address SMAP priorities.
- (e) A proposed implementation schedule and budget sources for:
 - Short-term actions (*i.e.*, actions to be accomplished within six years), and
 - Long-term actions (*i.e.*, actions to be accomplished within seven to 20 years).
- (f) A process and schedule to provide future assessment and feedback to improve the planning process and implementation of procedures or projects.

⁴New Permittees shall begin implementing the requirements of S5.C.2 no later than August 1, 2021.

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 TWENTY-FOUR THOUSAND NINE HUNDRED EIGHTY-FIVE and 00/100 Dollars (\$24,985.00).

2. Method of Compensation:

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 **ATTACHED COMPENSATION EXHIBIT B:**

EXHIBIT "C"
CERTIFICATE OF INSURANCE



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

1/6/2022

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 License#: 6003745 PARAINC-01	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		NAIC #
INSURED Parametrix, Inc. 1019 39th Ave. SE Suite 100 Puyallup, WA 98374 (253) 604-6600	INSURER A: National Fire Insurance Co of Hartford		20478
	INSURER B: Continental Insurance Company		35289
	INSURER C: XL Specialty Insurance Co.		37885
	INSURER D: Valley Forge Insurance Company		20508
	INSURER E: Continental Casualty Company		20443
	INSURER F:		

COVERAGES

CERTIFICATE NUMBER: 1751358011

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: Stormwater Management Action Plan Receiving Water Conditions Assessment Phase 1
 Project Number: 999-17111-999

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

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

City of Orting
 Attn: Maryanne Zukowski
 PO Box 489
 104 Bridge Street S.
 Orting WA 98360

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

AUTHORIZED REPRESENTATIVE

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

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

It is understood and agreed as follows:

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

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

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

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

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

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

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

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

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

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

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

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

All other terms and conditions of the Policy remain unchanged.

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



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

This endorsement modifies insurance provided under the following:

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

SCHEDULE
Name Of Person Or Organization:
ANY PERSON OR ORGANIZATION WHOM THE NAMED INSURED HAS AGREED IN WRITING IN A CONTRACT OR AGREEMENT TO WAIVE SUCH RIGHTS OF RECOVERY, BUT ONLY IF SUCH CONTRACT OR AGREEMENT:
1. IS IN EFFECT OR BECOMES EFFECTIVE DURING THE TERM OF THIS COVERAGE PART; AND
2. WAS EXECUTED PRIOR TO THE BODILY INJURY, PROPERTY DAMAGE OR PERSONAL AND ADVERTISING INJURY GIVING RISE TO THE CLAIM.

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

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

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

All other terms and conditions of the Policy remain unchanged.

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

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CONTRACTORS EXTENDED COVERAGE ENDORSEMENT - BUSINESS AUTO PLUS

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

I. LIABILITY COVERAGE

A. Who Is An Insured

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

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

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

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

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

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

B. Bail Bonds and Loss of Earnings

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

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



C. Fellow Employee

Section II, Paragraph B.5 does not apply.

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

II. PHYSICAL DAMAGE COVERAGE

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

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

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

B. Transportation Expenses

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

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

C. Loss of Use Expenses

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

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

D. Hired "Autos"

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

5. Hired "Autos"

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

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

E. Airbag Coverage

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

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



F. Electronic Equipment

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

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

G. Diminution In Value

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

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

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

III. Drive Other Car Coverage – Executive Officers

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

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

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

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

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

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

IV. BUSINESS AUTO CONDITIONS

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

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



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

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

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

B. Transfer Of Rights Of Recovery Against Others To Us

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

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

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

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

C. Concealment, Misrepresentation or Fraud

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

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

D. Other Insurance

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

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

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

E. Policy Period, Coverage Territory

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

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

V. DEFINITIONS

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

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



WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

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

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

Schedule

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

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

All other terms and conditions of the policy remain unchanged.

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



BLANKET WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS

This endorsement changes the policy to which it is attached.

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

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

PREMIUM CHARGE - Refer to the Schedule of Operations

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

All other terms and conditions of the policy remain unchanged.

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

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

Endorsement Effective Date:

Endorsement Expiration Date:

Policy No: WC 6 50531383 Policy

Endorsement No: 2; Page: 1 of 1

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



POLICY DECLARATIONS

Named Insured and Mailing Address

Named Insured:
PARAMETRIX, INC.

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

Policy Information

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

Producer Information

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

Policy Period

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

Limits of Insurance

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

Self-Insured Retention

Self-Insured Retention \$10,000



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

Form No: CNA75501XX (03-2015)

Policy Declarations Page: 2 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: 8 of 53



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

Form No: CNA75501XX (03-2015)

Policy Declarations Page: 3 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: 9 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 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
Council Agenda Summary Sheet**

	Agenda Bill #	Recommending Committee	Study Session Dates	Regular Meeting Dates
Subject: Schedule Public Hearing Whitehawk Boulevard Extension 4(f) De minimis	AB22XX-XX	Public Works 03.02.2022	03.16.2022	03.30.2022
	Department:	Engineering		
	Date Submitted:	02.23.2022		
Cost of Item:	N/A			
Amount Budgeted:	N/A			
Unexpended Balance:	N/A			
Bars #:	N/A			
Timeline:	N/A			
Submitted By:	Maryanne Zukowski, PE			
Fiscal Note: N/A				
Attachments: Power Point Whitehawk Boulevard Extension – Public Out Reach 4(f) De minimis Figures De minimis Documentation Justification				
SUMMARY STATEMENT				
<u>Purpose:</u> Fulfill the 4(f) De minimis environmental requirements for the Whitehawk Boulevard Extension Project.				
Those requirements are:				
<ul style="list-style-type: none"> • Concurrence from the WSDOT Environmental Engineer. • A letter from the park/site manager supporting the project and stating that the (4f) use is beneficial in nature and the project will not adversely affect the features, attributes or activities qualifying the property for protection under (4f). • Documentation of public involvement regarding the de minimis impact, typically minutes from a public meeting (such as a City council meeting) demonstration that the use of de minimis on the project has been presented and discussed as an agenda item. 				
<u>Background:</u>				
What is a Section 4(f) and what is a 4(f) property?				
<ul style="list-style-type: none"> • City parks and School District property. 				
Section 4(f) of the Department of Transportation Act of 1996 prohibits FHWA from approving the use of land from a significant publicly owned park, recreation area, or wildlife and waterfowl refuge, or any historic site, unless a determination is made that both of the following conditions are met:				

1. There is no feasible and prudent alternative to using the property.
2. The proposed action includes all possible planning to minimize harm resulting to the property from such use.

History:

The following Whitehawk Boulevard Extension – De minimis introduction.

- October 6, 2021 Public Works Committee
- October 20, 2021 Council Study Session.
- March 2, 2022 Public Works Committee De minimis Public Out Reach
- March 16, 2022 Study Session De minimis Public Outreach
- March 30, 2022 Public Hearing De minimis Public Outreach

The following is just a partial list Whitehawk Boulevard Extension project alternatives analysis and project public involvement:

Corridor Study:

- September 11, 2008 Stakeholder Meeting
- November 18, 2008 Planning Commission Meeting
- June 2005 2030 Transportation Plan

(4) Project Advisory Committee (PAC) Meetings: Planning Commission, Council, Agency, and Public Stakeholders for the:

- December 2009 SW Connector Corridor Study

Comprehensive Plan Updates:

- October 2019 2040 Transportation Plan
- December SW Connector Corridor Study

Whitehawk Boulevard Extension 2009:

- December 2, 2008 Street Committee
- March 26, 2009 Street Committee

Whitehawk Boulevard Extension 2021:

- April 21, 2021 Study Session
- July 21, 2021 Study Session
- August 18th, 2021 Study Session
- September 25, 2021 Special Meeting Budget Workshop
- September 29, 2021 Council
- October 6, 2021 Public Works Committee
- October 20, 2021 Study Session
- November 10, 2021 Study Session
- November 17, 2021 City Council
- November 23, 2021 Public Hearing City Council

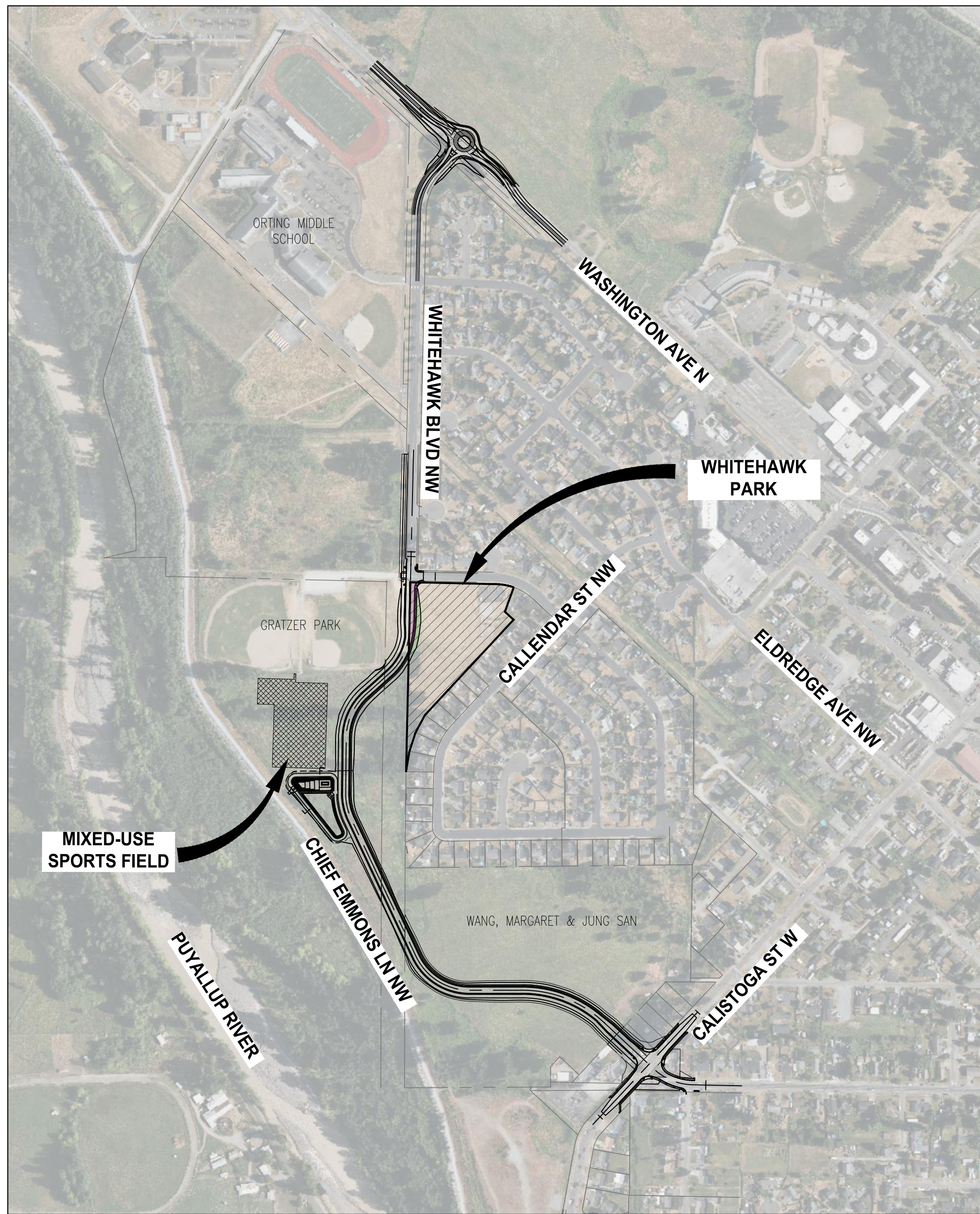
The Financial Summary:

None

De minimis justifications attached.

RECOMMENDED ACTION: Approve to move forward from committee then move forward through Public Hearing at City Council and inviting the Orting School District.

FUTURE MOTION: Move to approve the Mayor to execute a letter from the park/site manager supporting the project and stating that the (4f) use is beneficial in nature and the project will not adversely affect the features, attributes or activities qualifying the property for protection under (4f).



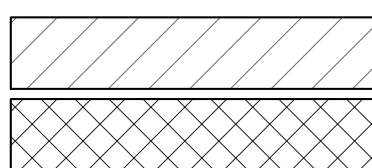
VICINITY MAP
 0 400
 1 INCH = 400 FT.



0 80
 1 INCH = 80 FT.

LEGEND
 PARK PROPERTY

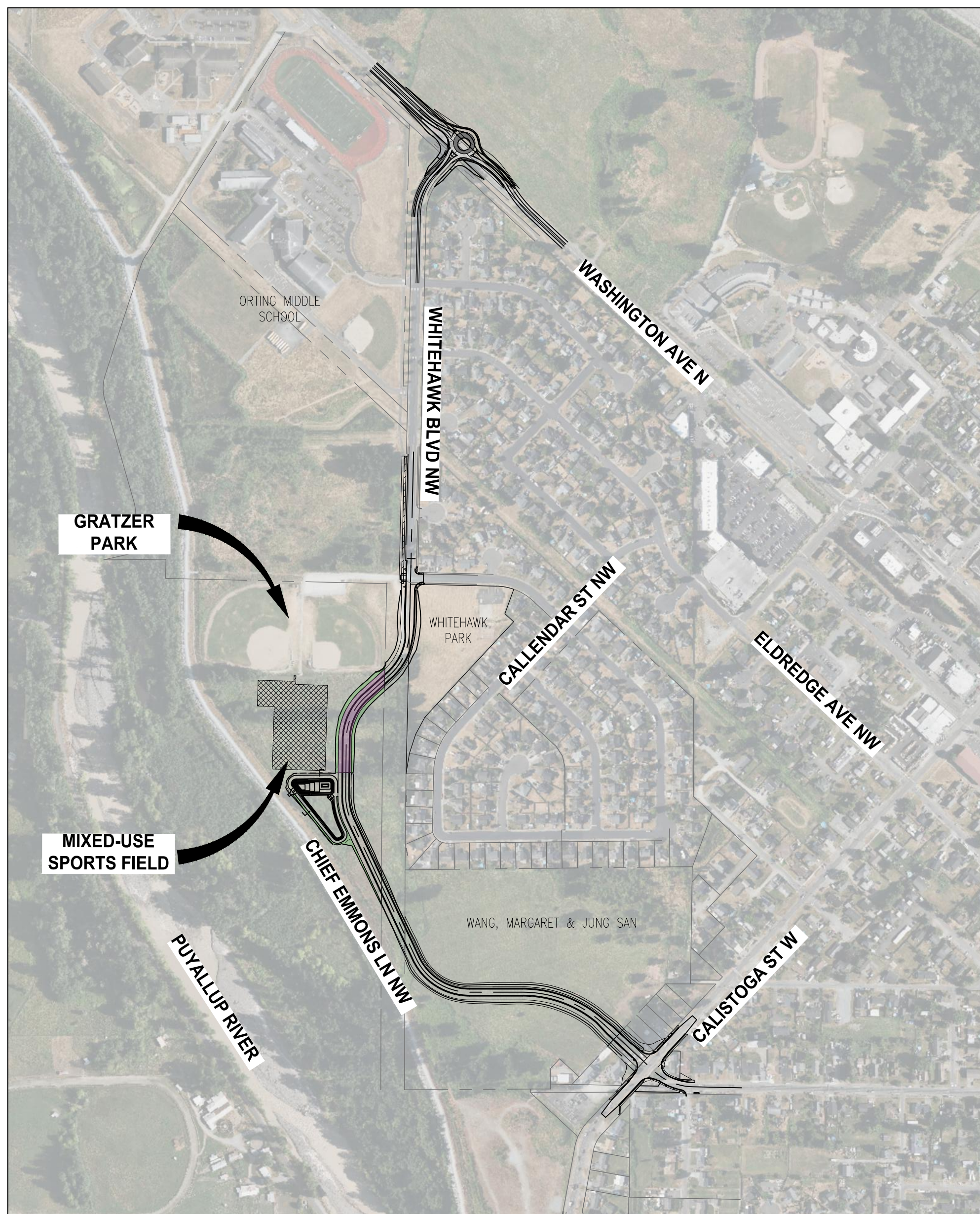
UNDER CONSTRUCTION AS OF FIGURE DATE



PERMANENT IMPACT
 TEMPORARY IMPACT



Figure 1
 City of Orting
 Whitehawk Boulevard Improvements
 Whitehawk Park



VICINITY MAP
0 400
1 INCH = 400 FT.



0 80
1 INCH = 80 FT.

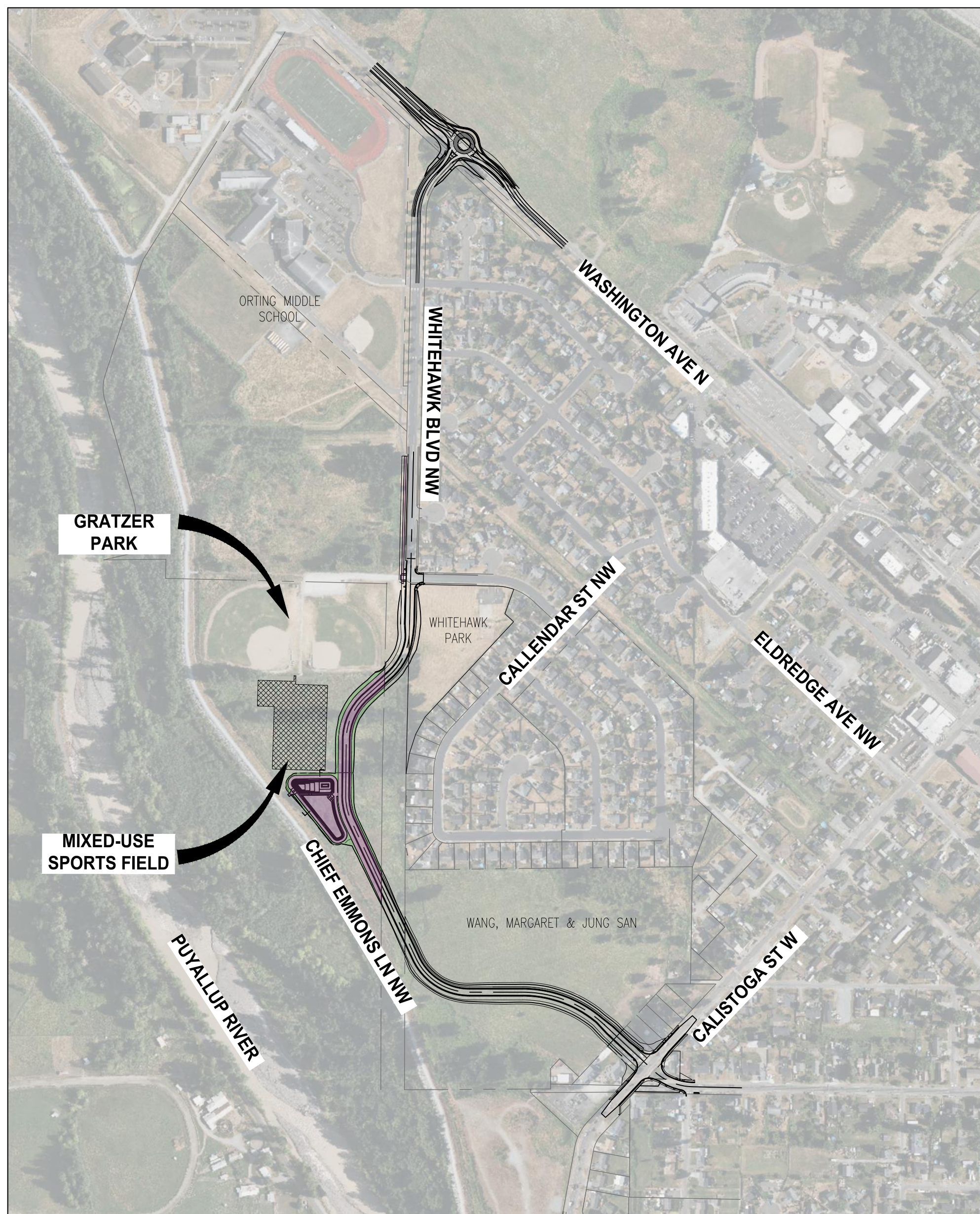
LEGEND
UNDER CONSTRUCTION AS OF FIGURE DATE



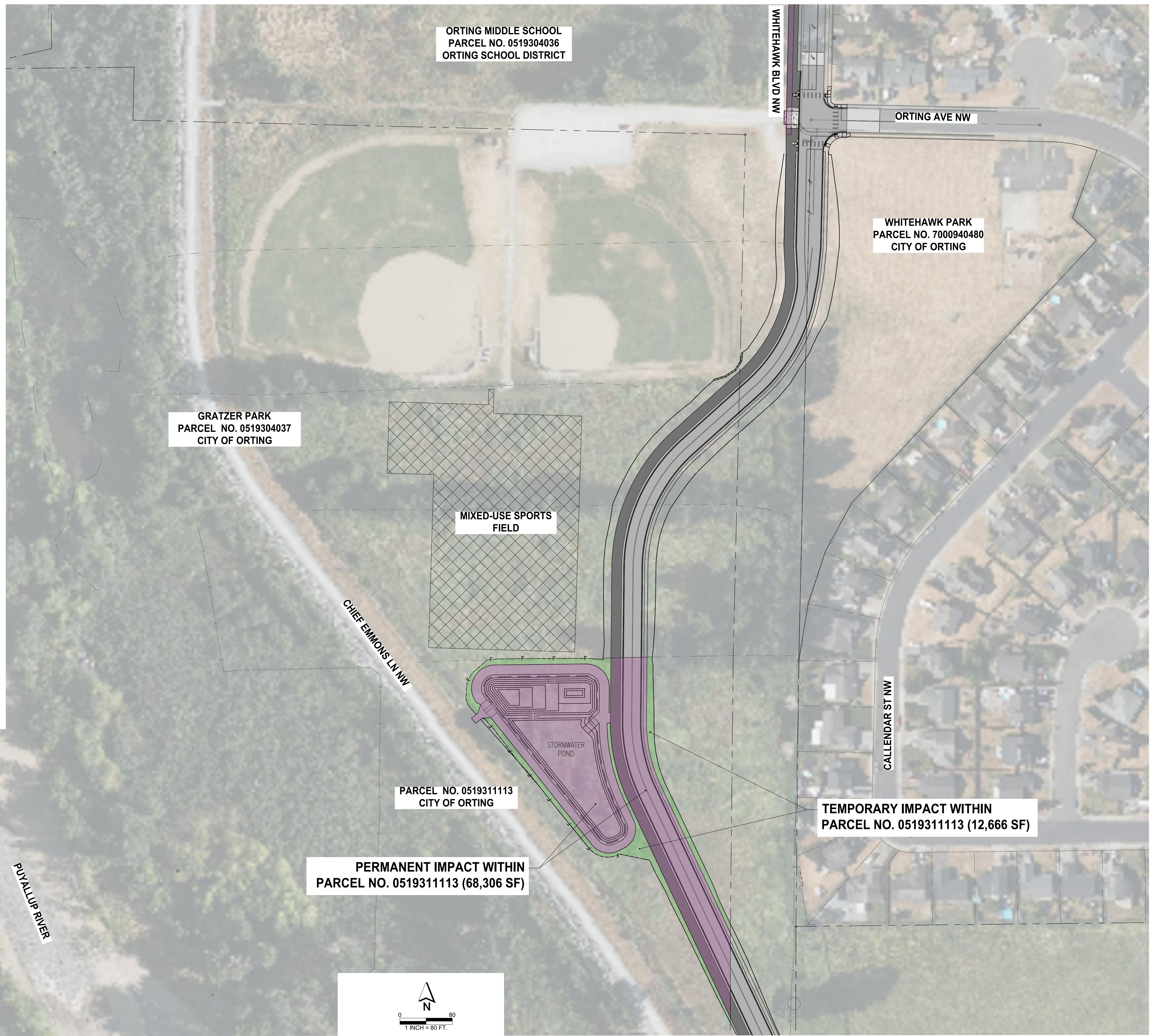
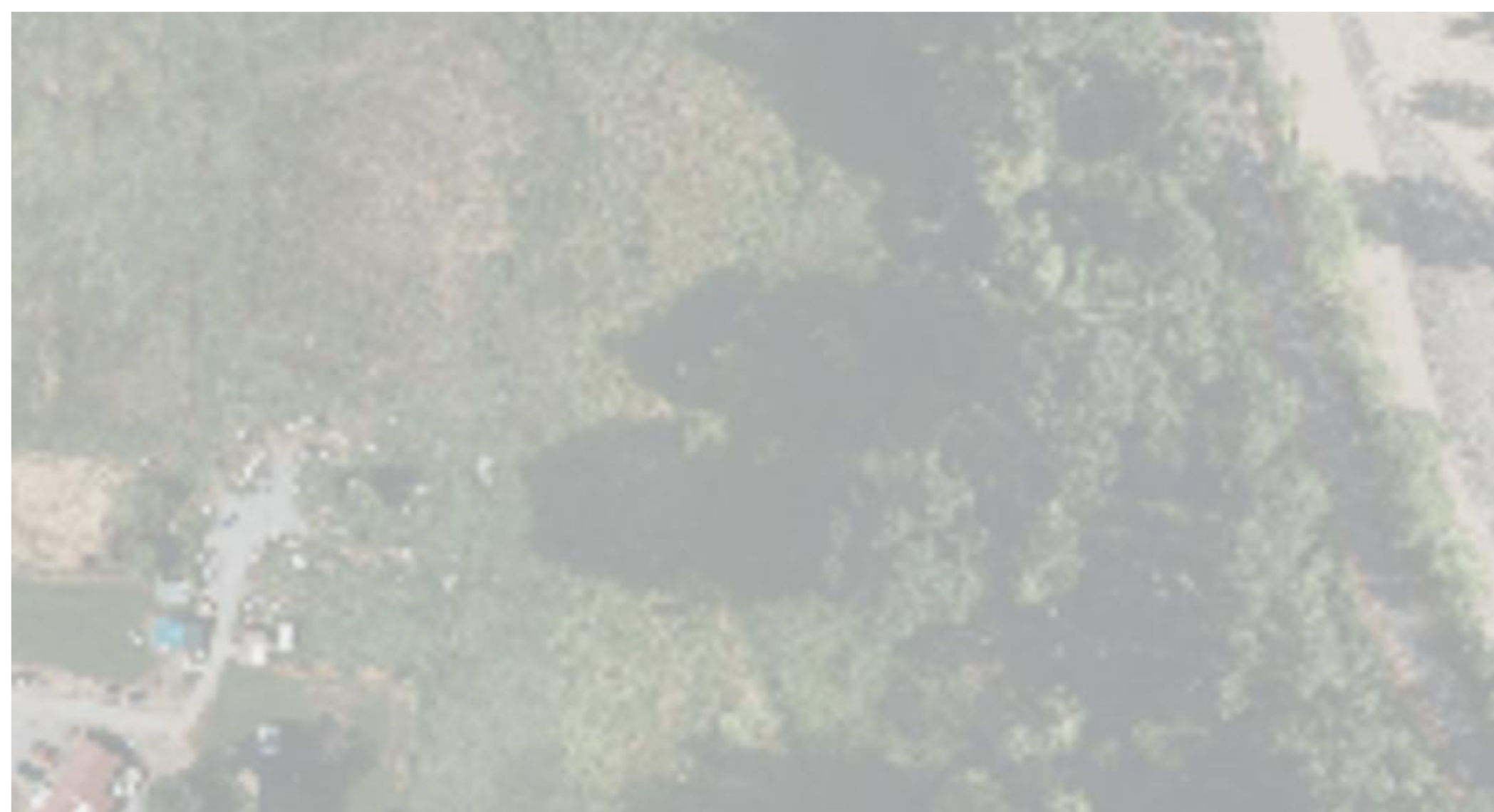
PERMANENT IMPACT
TEMPORARY IMPACT



Figure 2
City of Orting
Whitehawk Boulevard Improvements
Gratzer Park Northside



VICINITY MAP
 0 400
 1 INCH = 400 FT.



0 80
 1 INCH = 80 FT.

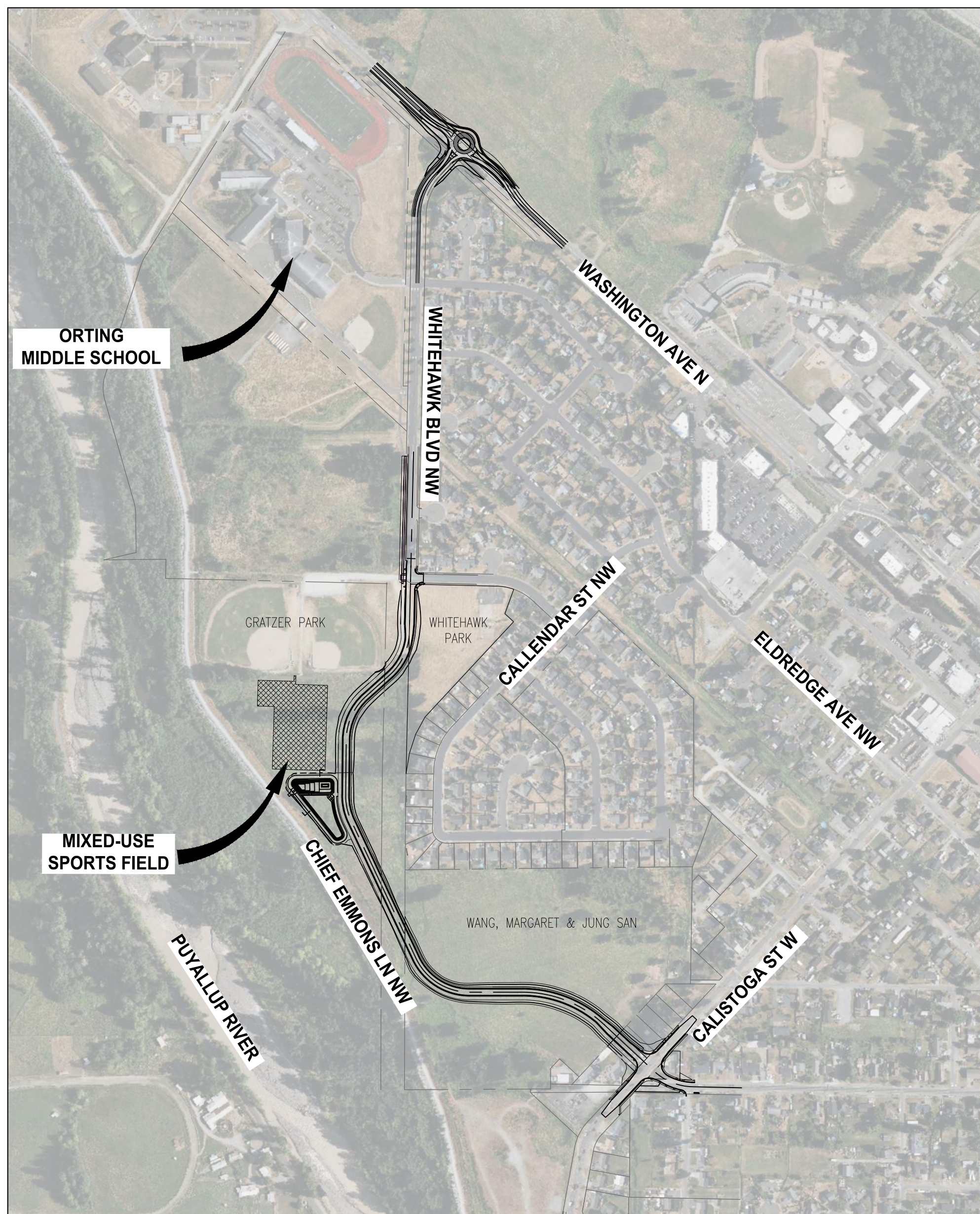
LEGEND
 UNDER CONSTRUCTION AS OF FIGURE DATE



PERMANENT IMPACT
 TEMPORARY IMPACT



Figure 3
 City of Orting
 Whitehawk Boulevard Improvements
 Gratzler Park Southside



VICINITY MAP

0 400

1 INCH = 400 FT.

N



LEGEND
UNDER CONSTRUCTION AS OF FIGURE DATE

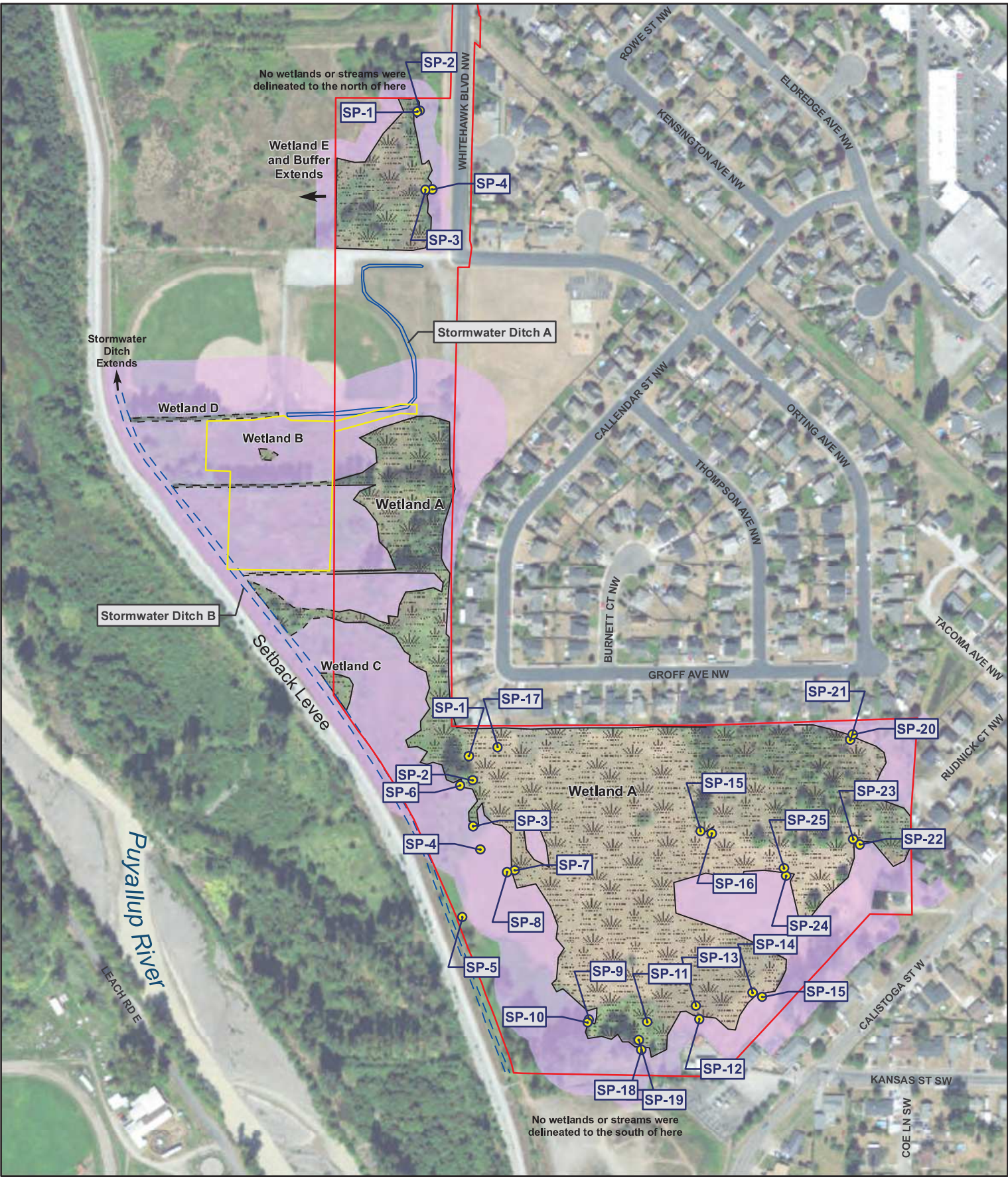


PERMANENT IMPACT



Figure 4
City of Orting
Whitehawk Boulevard Improvements
Orting Middle School

Date: 9/29/2021 Author: worshaly Path: U:\PSOI\Projects\Clients\1711-CityOfOrting\216-1711-021 Whitehawk Blvd Ext\99Svc\GIS\MapDocs\Figures_Report\Figure3-1 WhitehawkBlvdExt WetlandDelineations.mxd



Parametrix

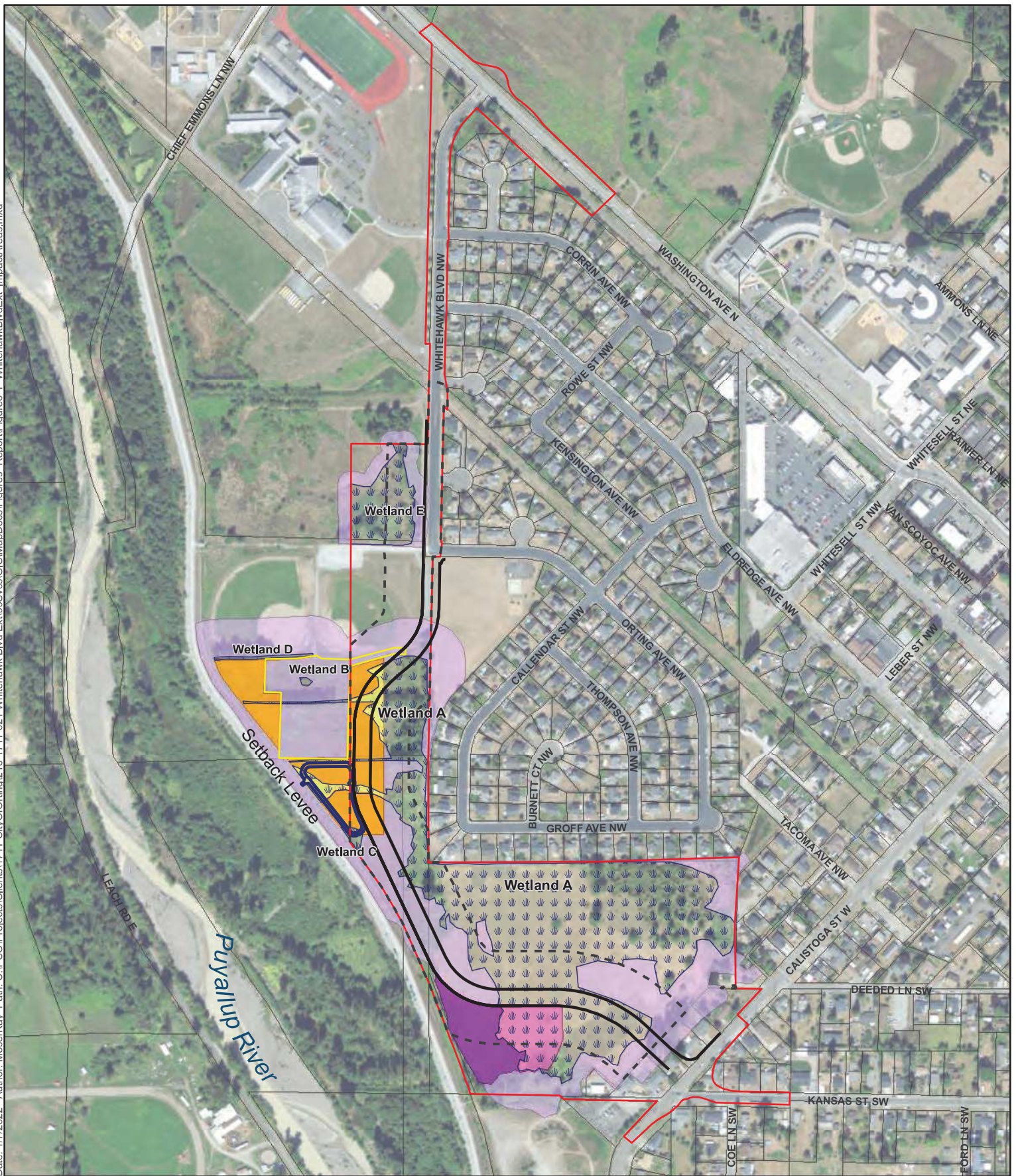
Source: Pierce County, City of Orting
Aerial: HxGN Content Program (2019)

- Sample Point
- Study Area
- Gratzler Park Project Area (under development)
- Wetland Buffer
- Wetland Boundary
- Wetland Boundary (Parametrix 2019)
- Delineated Stormwater Ditch
- Estimated Stormwater Ditch



Figure 3-1

**Delineated Wetlands
Whitehawk Blvd Extension**



Parametrix

Source: Pierce County, City of Orting
Aerial: HxGN Content Program (2019)



- Study Area
- Gratzler Park Project
- Parcels
- Wetland Area
- Wetland Buffer

- Direct Impacts**
- Roadway
 - Stormwater Pond
 - Wetland Compensatory Storage
 - Buffer Compensatory Storage

- Indirect Impacts
- Gratzler Ballfield Mitigation Areas**
- Wetland Buffer Enhancement
 - Wetland Enhancement

Figure 2
Project Impact Areas
Whitehawk Blvd Extension

Section 4(f) *De Minimis* Impact Determination (per 23 CFR 771)

Summary Table

Date:	February 18, 2022
WSDOT Region:	Olympic Region
Project Number:	3269(001)
Project:	Whitehawk Boulevard Extension
Project Description:	This project will construct a new connector roadway, extending Whitehawk Boulevard NW. The roadway includes the extension of Whitehawk Boulevard NW from the intersection of Whitehawk Blvd NW/Orting Avenue NW to the intersection of Calistoga St W/Kansas Street SW. New roadway is a single, asphalt-paved travel lane in each direction, curb and gutter, planter strips, and sidewalks on one side with a shared use path on the other side along the length of the roadway. The project includes water, sewer, stormwater facilities and mitigation, wetland mitigation facilities offsite, flood compensatory storage, and permitting. Single lane roundabouts will be constructed at the intersections of SR 162/Whitehawk Boulevard NW and Whitehawk Boulevard NW/Calistoga St W/Kansas St SW which are the project termini.
Section 4(f) Resource:	Gratzer Park North Pierce County Tax Lot 0519304037
Type of 4(f) Resource:	Public Park or Recreational Area
Size of the <i>de minimis</i> use of the 4(f) Resource (in acres):	25,407 square feet (0.6 acre) of the 1,681,416 square foot (38.6-acre) northern parcel (Tax Lot 0519304037)
Primary Purpose/Function of the 4(f) Resource:	Baseball Fields
Official with Jurisdiction:	City of Orting

De minimis Documentation

- 1. Describe the Section 4(f) property and the attributes and features that qualify it to Section 4(f) protection, attach a map showing the boundaries of the resource, the locations of key features (e.g. ball fields, structures) and the area to be used.**

Gratzer Sports Park is a community park located at 401 Whitehawk Blvd NW off of Whitehawk Blvd NW and comprised of a northern parcel (Gratzer Park North Tax Lot 0519304037) and a southern parcel (Gratzer Park South Tax Lot 0519311113). Gratzer Park North currently features a softball field, a baseball field, a gravel parking area, and a planned space for an additional mixed-use sports field to the south of the existing fields. These fields are used by Orting Parks and Recreation programs and are located on the northern parcel of the park (TPN 0519304037, 38.6 total acres), zoned "Open Space and Recreation". The current acreage of the land in use for Gratzer Park is approximately 3.5 acres. Chain-link fencing surrounds both of the ballfields. To the north of the ballfields and parking lot is undeveloped vegetated land followed by a school and to the south of the ballfields is the southern portion of the park (Gratzer Park South). The Gratzer Park South parcel (TPN 0519311113, 21.5 acres) is also zoned "Open Space and Recreation". See Gratzer Park South *De Minimis* Impact Determination form.

The Whitehawk Boulevard Extension Project will not impact any existing park facilities or areas designated for future park use. With the completion of the mixed-use sports field, the City has met its obligations to the Gratzer family for park development. The portion of the parcel to be utilized for the Project is remnant land and is therefore considered a *de minimis* impact by the City of Orting. The impact will result in no adverse effect to the activities, features, or attributes qualifying the park for protection under Section 4(f).

- 2. Describe the impacts to the Section 4(f) property, and any avoidance, minimization and mitigation or enhancement measures, and why they are considered *de minimis* as defined in 23 CFR 771.17.**

The Project will require approximately 25,407 square feet (0.6 acres) of permanent impacts to Gratzer Park North for the proposed road and a retaining wall to the southeast of the existing ballfields to minimize impacts to a stormwater ditch. The retaining wall will be situated outside of the existing fence and will be less than 4 feet in height (no railing is planned for the retaining wall). No impacts would occur to the ballfields, fencing or other features of the park.

The impact area is of marginal park use given shape, size, and distance from the majority of the facilities in the park. Potential impacts to park users may include noise and fugitive dust and fumes from construction equipment. These impacts will be short term and temporary. The proposed park impacts would not adversely affect the activities, features, or attributes that make Gratzer Park eligible for Section 4(f) protection under Section 4(f) of the US Department of Transportation Act of 1966 as amended. Alternatives of not impacting the corner of the in-use portion of Gratzer

Park (southwest corner of the existing ballfields) would be to realign the roadway, impacting more wetlands. This alternative was chosen to lessen environmental impacts.

3. For parks, recreational facilities, and wildlife and waterfowl sanctuaries:

- a. Describe the public outreach that has been or is being conducted (leave blank for historic sites).**

Information will be updated after all public outreach has occurred.

[If this form is being prepared for use in a public meeting include when the meeting will be held. If there has been an open house, mailings, or other public outreach effort, describe it here.]

- b. Attach written concurrence of the official with jurisdiction over the 4(f) resource with the *de minimis* determination.**

This will be provided once WSDOT/FHWA concur with the *de minimis* determination.

[Include the date of the documented agreement (usually a letter or e-mail) from the official with jurisdiction and attach the documentation to this form.]

4. For historic resource, attach Section 106 documentation (include SHPO concurrence in project-level findings (DOEs and or FOEs) and Programmatic Agreement Memos for archaeological resources).

Gratzer Park is not a historic resource.

Request for Approval

Based upon this analysis we request FHWA approval that the use of the Section 4(f) resource described above is *de minimis* as defined in 23 CFR 774.17.

[Name, Title – typically the Project Engineer will sign]

WSDOT [Region]

Date

FHWA Approval

[Name, Title – typically the Area Engineer will sign]

FHWA Washington Division

Date

Section 4(f) Temporary Occupancy Approval (per 23 CFR 774.13(d))

Summary Table

Date:	February 18, 2022
WSDOT Region:	Olympic Region
Project:	Whitehawk Boulevard Extension
Project Description:	This project will construct a new connector roadway, extending Whitehawk Boulevard NW. The roadway includes the extension of Whitehawk Boulevard NW from the intersection of Whitehawk Blvd NW/Orting Avenue NW to the intersection of Calistoga St W/Kansas Street SW. New roadway is a single, asphalt-paved travel lane in each direction, curb and gutter, planter strips, and sidewalks on one side with a shared use path on the other side along the length of the roadway. The project includes water, sewer, stormwater facilities and mitigation, wetland mitigation facilities offsite, flood compensatory storage, and permitting. Single lane roundabouts will be constructed at the intersections of SR 162/Whitehawk Boulevard NW and Whitehawk Boulevard NW/Calistoga St W/Kansas St SW which are the project termini.
Section 4(f) Resource:	Gratzer Park North Pierce County Tax Lot 0519304037
Type of 4(f) Resource:	Public Park or Recreational Area
Impact on 4(f) Resource:	The project would require approximately 12,133 square feet (0.3 acres) of temporary construction impacts.
Official with Jurisdiction:	City of Orting

Describe how the conditions for Temporary Occupancy are met

- 1. Duration must be temporary, i.e., less than the time needed for construction of the project, and there should be no change in ownership of the land.**

The duration of the project would be several months of construction and the duration of the temporary occupancy would be less than the time needed for construction.

2. Scope of the work must be minor, i.e., both the nature and the magnitude of the changes of the Section 4 (f) property are minimal.

The Project would require approximately 12,133 square feet of temporary construction impacts to the southeastern corner of the fenced portion of Gratzler Park North currently utilized as ballfields, extending to the south past the planned mixed-use sports field. Temporary impacts will occur on both sides of the proposed road for construction purposes (see Figure 2). No park features are located within this area and no impacts would occur to the ballfields, planned mixed-use sports field, or other features of the park. The proposed temporary construction area would not impact any features within the park. The proposed temporary construction impacts are in addition to the 25,407 square feet of permanent impacts described in the Gratzler Park North *De Minimis* Impact Determination form.

3. There are no anticipated permanent adverse physical impacts, nor will there be interference with the protected activities, features, or attributes of the property, on either a temporary or permanent basis.

There will be no permanent adverse physical impacts or interference with protected park activities, feature, or attributes from temporary construction impacts. The portion of the park impacted by the temporary construction area is a small corner of mowed grasses, outside of the fence for the ballfield as well as vacant undeveloped land.

There will be no permanent adverse physical impacts to the northern parcel of the park due to temporary construction impacts from the Whitehawk Boulevard Extension project. The project will not impact any areas designated for future park use. With the completion of the mixed-use sports field, the City has met its obligations to the Gratzler family for park development. The portion of the parcel to be utilized for the Project is remnant land and is therefore considered a de minimis impact by the City of Orting. The impact will result in no adverse effect to the activities, features, or attributes qualifying the park for protection under Section 4(f).

4. The land being used must be fully restores, i.e., the property must be returned to a condition which is at least as good as that which existed prior to the project.

The project will restore the temporarily disturbed construction area with native grasses and shrubs to provide improved park and habitat functions and provide an additional layer of protection from the roadway. The condition of the park post-project will be at least as good as that which existed prior to the project.

5. **There must be documented agreement of the official(s) with jurisdiction over the section 4(f) resource regarding the above conditions.**

This will be provided once WSDOT/FHWA concur with the temporary occupancy determination.

[Include the date of the documented agreement (usually a letter or e-mail) from the official with jurisdiction, and attach the documentation to this form.]

Request for Approval

Based upon this analysis we request FHWA concurrence that this project’s temporary occupancy of the section 4(f) resource described above satisfies the conditions set forth in 23 CFR 771.13(d) and is so minimal as to not constitute a use within the meaning of Section 4(f).

[Name, Title – typically the Project Engineer will sign]

WSDOT [Region]

Date

FHWA Approval

[Name, Title – typically the Area Engineer will sign]

FHWA Washington Division

Date

Section 4(f) *De Minimis* Impact Determination (per 23 CFR 771)

Summary Table

Date:	February 18, 2022
WSDOT Region:	Olympic Region
Project Number:	3269(001)
Project:	Whitehawk Boulevard Extension
Project Description:	This project will construct a new connector roadway, extending Whitehawk Boulevard NW. The roadway includes the extension of Whitehawk Boulevard NW from the intersection of Whitehawk Blvd NW/Orting Avenue NW to the intersection of Calistoga St W/Kansas Street SW. New roadway is a single, asphalt-paved travel lane in each direction, curb and gutter, planter strips, and sidewalks on one side with a shared use path on the other side along the length of the roadway. The project includes water, sewer, stormwater facilities and mitigation, wetland mitigation facilities offsite, flood compensatory storage, and permitting. Single lane roundabouts will be constructed at the intersections of SR 162/Whitehawk Boulevard NW and Whitehawk Boulevard NW/Calistoga St W/Kansas St SW which are the project termini.
Section 4(f) Resource:	Gratzer Park South Pierce County Tax Lot 0519311113
Type of 4(f) Resource:	Public Park or Recreational Area
Size of the <i>de minimis</i> use of the 4(f) Resource (in acres):	68,306 square feet (1.6 acres) of the 936,540 (21.5-acre) southern Gratzer Park parcel (Tax Lot 0519311113)
Primary Purpose/Function of the 4(f) Resource:	Baseball Fields
Official with Jurisdiction:	City of Orting

De minimis Documentation

- 1. Describe the Section 4(f) property and the attributes and features that qualify it to Section 4(f) protection, attach a map showing the boundaries of the resource, the locations of key features (e.g. ball fields, structures) and the area to be used.**

Gratzer Sports Park is a community park located at 401 Whitehawk Blvd NW off of Whitehawk Blvd NW and comprised of a northern parcel (Gratzer Park North Tax Lot 0519304037) and a southern parcel (Gratzer Park South Tax Lot 0519311113). The southern parcel (Tax Lot 0519311113, 21.5 acres) of Gratzer Park, zoned "Open Space and Recreation", is mostly vacant undeveloped land. The Whitehawk Boulevard Extension Project will not impact any existing park facilities or areas designated for future park use. The impact will result in no adverse effect to the activities, features, or attributes qualifying the park for protection under Section 4(f).

The northern parcel of the park currently features a softball field, a baseball field and a gravel parking area. These fields are used by Orting Parks and Recreation programs and are located on the northern parcel of the park (TPN 0519304037, 38.6 total acres), zoned "Open Space and Recreation". See Gratzer Park North *De Minimis* Impact Determination form. Chain-link fencing surrounds both of the ballfields. The parcel also includes planned space for an additional mixed-use sports field, south of the existing ballfields. With the completion of the mixed-use sports field to the north (on the Gratzer Park North parcel), the City has met its obligations to the Gratzer family for park development. The portion of the parcel to be utilized for the Project is remnant land and is therefore considered a de minimis impact by the City of Orting.

- 2. Describe the impacts to the Section 4(f) property, and any avoidance, minimization and mitigation or enhancement measures, and why they are considered *de minimis* as defined in 23 CFR 771.17.**

The Project will require approximately 68,306 square feet (1.6 acres) of permanent impacts to Gratzer Park South for the proposed road and stormwater pond. No impacts would occur to the ballfields, fencing or other features of the park. The Project proposes a stormwater pond to the south of the planned space for the new multi-use sports field, adjacent west of the proposed road.

The impact area is of marginal park use given shape, size, and distance from the majority of the facilities in the park. Potential impacts to park users may include noise and fugitive dust and fumes from construction equipment. These impacts will be short term and temporary. The proposed park impacts would not adversely affect the activities, features, or attributes that make Gratzer Park eligible for Section 4(f) protection under Section 4(f) of the US Department of Transportation Act of 1966 as amended.

- 3. For parks, recreational facilities, and wildlife and waterfowl sanctuaries:**
 - a. Describe the public outreach that has been or is being conducted (leave blank for historic sites).**

Information will be updated after all public outreach has occurred.

[If this form is being prepared for use in a public meeting include when the meeting will be held. If there has been an open house, mailings, or other public outreach effort, describe it here.]

- b. Attach written concurrence of the official with jurisdiction over the 4(f) resource with the *de minimis* determination.**

This will be provided once WSDOT/FHWA concur with the *de minimis* determination.

[Include the date of the documented agreement (usually a letter or e-mail) from the official with jurisdiction and attach the documentation to this form.]

- 4. For historic resource, attach Section 106 documentation (include SHPO concurrence in project-level findings (DOEs and or FOEs) and Programmatic Agreement Memos for archaeological resources).**

Gratzer Park is not a historic resource.

Request for Approval

Based upon this analysis we request FHWA approval that the use of the Section 4(f) resource described above is *de minimis* as defined in 23 CFR 774.17.

[Name, Title – typically the Project Engineer will sign]

WSDOT [Region]

Date

FHWA Approval

[Name, Title – typically the Area Engineer will sign]

FHWA Washington Division

Date

Section 4(f) Temporary Occupancy Approval (per 23 CFR 774.13(d))

Summary Table

Date:	February 18, 2022
WSDOT Region:	Olympic Region
Project:	Whitehawk Boulevard Extension
Project Description:	This project will construct a new connector roadway, extending Whitehawk Boulevard NW. The roadway includes the extension of Whitehawk Boulevard NW from the intersection of Whitehawk Blvd NW/Orting Avenue NW to the intersection of Calistoga St W/Kansas Street SW. New roadway is a single, asphalt-paved travel lane in each direction, curb and gutter, planter strips, and sidewalks on one side with a shared use path on the other side along the length of the roadway. The project includes water, sewer, stormwater facilities and mitigation, wetland mitigation facilities offsite, flood compensatory storage, and permitting. Single lane roundabouts will be constructed at the intersections of SR 162/Whitehawk Boulevard NW and Whitehawk Boulevard NW/Calistoga St W/Kansas St SW which are the project termini.
Section 4(f) Resource:	Gratzer Park South Pierce County Tax Lot 0519311113
Type of 4(f) Resource:	Public Park or Recreational Area
Impact on 4(f) Resource:	The project would require approximately 12,666 square feet (0.3 acre) of temporary construction impacts.
Official with Jurisdiction:	City of Orting

Describe how the conditions for Temporary Occupancy are met

- 1. Duration must be temporary, i.e., less than the time needed for construction of the project, and there should be no change in ownership of the land.**

The duration of the project would be several months of construction and the duration of the temporary occupancy would be less than the time needed for construction.

2. Scope of the work must be minor, i.e., both the nature and the magnitude of the changes of the Section 4 (f) property are minimal.

The Project would require approximately 12,666 square feet of temporary construction impacts to the south of the fenced portion of Gratzler Park currently utilized as ballfields, extending to the south past the planned mixed-use sports field. Temporary impacts will occur on both sides of the proposed road for construction purposes. Additionally, temporary impacts will occur around the perimeter of the proposed stormwater pond during construction (see Figure 3). No park features are located within this area and no impacts would occur to the ballfields, planned mixed-use sports field, or other features of the park. The proposed temporary construction area would not impact any features within the park. The proposed temporary construction impacts are in addition to the 68,306 square feet of permanent impacts described in the Gratzler Park South *De Minimis* Impact Determination form.

3. There are no anticipated permanent adverse physical impacts, nor will there be interference with the protected activities, features, or attributes of the property, on either a temporary or permanent basis.

There will be no permanent adverse physical impacts to the southern parcel of the park due to temporary construction impacts from the Whitehawk Boulevard Extension project. The project will not impact any currently existing park facilities or any areas designated for future park use. With the completion of the planned mixed-use sports field, the City has met its obligations to the Gratzler family for park development. The portion of the parcel to be utilized for the Project is remnant land and is therefore considered a *de minimis* impact by the City of Orting. The impact will result in no adverse effect to the activities, features, or attributes qualifying the park for protection under Section 4(f).

4. The land being used must be fully restored, i.e., the property must be returned to a condition which is at least as good as that which existed prior to the project.

The project will restore the temporarily disturbed construction area with native grasses and shrubs to provide improved park and habitat functions and provide an additional layer of protection from the roadway. The condition of the park post-project will be at least as good as that which existed prior to the project.

5. There must be documented agreement of the official(s) with jurisdiction over the section 4(f) resource regarding the above conditions.

This will be provided once WSDOT/FHWA concur with the temporary occupancy determination.

[Include the date of the documented agreement (usually a letter or e-mail) from the official with jurisdiction, and attach the documentation to this form.]

Request for Approval

Based upon this analysis we request FHWA concurrence that this project’s temporary occupancy of the section 4(f) resource described above satisfies the conditions set forth in 23 CFR 771.13(d) and is so minimal as to not constitute a use within the meaning of Section 4(f).

[Name, Title – typically the Project Engineer will sign]

WSDOT [Region]

Date

FHWA Approval

[Name, Title – typically the Area Engineer will sign]

FHWA Washington Division

Date

Section 4(f) *De Minimis* Impact Determination (per 23 CFR 771)

Summary Table

Date:	February 18, 2022
WSDOT Region:	Olympic Region
Project Number:	3269(001)
Project:	Whitehawk Boulevard Extension
Project Description:	This project will construct a new connector roadway, extending Whitehawk Boulevard NW. The roadway includes the extension of Whitehawk Boulevard NW from the intersection of Whitehawk Blvd NW/Orting Avenue NW to the intersection of Calistoga St W/Kansas Street SW. New roadway is a single, asphalt-paved travel lane in each direction, curb and gutter, planter strips, and sidewalks on one side with a shared use path on the other side along the length of the roadway. The project includes water, sewer, stormwater facilities and mitigation, wetland mitigation facilities offsite, flood compensatory storage, and permitting. Single lane roundabouts will be constructed at the intersections of SR 162/Whitehawk Boulevard NW and Whitehawk Boulevard NW/Calistoga St W/Kansas St SW which are the project termini.
Section 4(f) Resource:	Orting Middle School
Type of 4(f) Resource:	Publicly-owned Park or Recreational Area (School)
Size of the <i>de minimis</i> use of the 4(f) Resource (in acres):	4,418 square feet (0.1 acre) of the 42.65 acre (Tax Lot 0519304036) total park area
Primary Purpose/Function of the 4(f) Resource:	Public School and Vacant Recreational Land
Official with Jurisdiction:	Orting School District

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De minimis Documentation

- 1. Describe the Section 4(f) property and the attributes and features that qualify it to Section 4(f) protection, attach a map showing the boundaries of the resource, the locations of key features (e.g. ball fields, structures) and the area to be used.**

Orting Middle School is a public school located at 111 Whitehawk Blvd NW. The school features buildings, a multi-use sports field, and a baseball field on the southeastern portion of the 42.65-acre property. A paved trail runs from Washington Ave N along Whitehawk Blvd NW, on the eastern boundary of the school property.

The southern portion of the school parcel (Tax Lot 0519304036) will be impacted by the project as the paved trail will be extended from its current terminus into Whitehawk Blvd NW (approximately halfway through the school property) to the south until it meets Gratzler Park to the south of the school property (see Figure 4). Approximately 4,418 square feet of permanent impacts are proposed to the southern portion of the school's property, along the eastern boundary and Whitehawk Blvd NW, in the form of a connector paved trail (impacts shown on Figure 4). The Whitehawk Boulevard Extension Project will not impact any existing school facilities and will provide a safer route to and from Orting Middle School to Gratzler Park. The impact will result in no adverse effect to the activities, features, or attributes qualifying the park for protection under Section 4(f).

- 2. Describe the impacts to the Section 4(f) property, and any avoidance, minimization and mitigation or enhancement measures, and why they are considered *de minimis* as defined in 23 CFR 771.17.**

The Project would require approximately 4,418 square feet of permanent impacts to a portion of the school's southeastern boundary, along Whitehawk Blvd NW. No impacts would occur to the ballfield or multi-use sports field or any other school facilities on the property. The impact area is of marginal school use given shape, size, and distance from the majority of the school facilities. Potential impacts to the school users may include noise and fugitive dust and fumes from construction equipment. These impacts will be short term and temporary. The proposed park impacts would not adversely affect the activities, features, or attributes that make Orting Middle School eligible for Section 4(f) protection under Section 4(f) of the US Department of Transportation Act of 1966 as amended.

- 3. For parks, recreational facilities, and wildlife and waterfowl sanctuaries:**
 - a. Describe the public outreach that has been or is being conducted (leave blank for historic sites).**

This will be provided after all public outreach has occurred.

Section 4(f) *De Minimis* Impact Determination (per 23 CFR 771)

Summary Table

Date:	February 18, 2022
WSDOT Region:	Olympic Region
Project Number:	3269(001)
Project:	Whitehawk Boulevard Extension
Project Description:	This project will construct a new connector roadway, extending Whitehawk Boulevard NW. The roadway includes the extension of Whitehawk Boulevard NW from the intersection of Whitehawk Blvd NW/Orting Avenue NW to the intersection of Calistoga St W/Kansas Street SW. New roadway is a single, asphalt-paved travel lane in each direction, curb and gutter, planter strips, and sidewalks on one side with a shared use path on the other side along the length of the roadway. The project includes water, sewer, stormwater facilities and mitigation, wetland mitigation facilities offsite, flood compensatory storage, and permitting. Single lane roundabouts will be constructed at the intersections of SR 162/Whitehawk Boulevard NW and Whitehawk Boulevard NW/Calistoga St W/Kansas St SW which are the project termini.
Section 4(f) Resource:	Whitehawk Park Pierce County Tax Lot 7000940480
Type of 4(f) Resource:	Public Park or Recreational Area
Size of the <i>de minimis</i> use of the 4(f) Resource (in acres):	7,426 square feet (0.17-acre) of a 174,240 square foot (4-acre) park
Primary Purpose/Function of the 4(f) Resource:	Neighborhood park with playground equipment, an asphalt parking area, and temporary grass soccer fields.
Official with Jurisdiction:	City of Orting

De minimis Documentation

- 1. Describe the Section 4(f) property and the attributes and features that qualify it to Section 4(f) protection, attach a map showing the boundaries of the resource, the locations of key features (e.g. ball fields, structures) and the area to be used.**

Whitehawk Park is a neighborhood park that is located at 409 Orting Ave NW. This park features a paved parking area, a basketball court, a playground, a large grassy area utilized as youth soccer fields, benches and picnic tables. The area to be used for the project would be the far western portion of the park, a 7,426 square foot strip of vegetated land (impacts shown on Figure 1).

- 2. Describe the impacts to the Section 4(f) property, and any avoidance, minimization and mitigation or enhancement measures, and why they are considered *de minimis* as defined in 23 CFR 771.17.**

The Project would require approximately 7,426 square feet (0.17-acre) of permanent impacts to the far western strip of Whitehawk Park for the proposed road, pedestrian access facilities to the park, and shared use trail to access the park. No park features are located within this area. The impact area is of marginal park use given shape, size, and distance from the majority of the facilities in the park. Potential impacts to park users may include noise and fugitive dust and fumes from construction equipment. These impacts will be short term and temporary. The proposed park impacts would not adversely affect the activities, features, or attributes that make Whitehawk Park eligible for Section 4(f) protection under Section 4(f) of the US Department of Transportation Act of 1966 as amended.

- 3. For parks, recreational facilities, and wildlife and waterfowl sanctuaries:**
 - a. Describe the public outreach that has been or is being conducted (leave blank for historic sites).**

This will be provided after all public outreach has occurred.

[If this form is being prepared for use in a public meeting include when the meeting will be held. If there has been an open house, mailings, or other public outreach effort, describe it here.]

- b. Attach written concurrence of the official with jurisdiction over the 4(f) resource with the *de minimis* determination.**

This will be provided once WSDOT/FHWA concur with the *de minimis* determination.

[Include the date of the documented agreement (usually a letter or e-mail) from the official with jurisdiction and attach the documentation to this form.]

4. For historic resource, attach Section 106 documentation (include SHPO concurrence in project-level findings (DOEs and or FOEs) and Programmatic Agreement Memos for archaeological resources).

Whitehawk Park is not a historic resource.

Request for Approval

Based upon this analysis we request FHWA approval that the use of the Section 4(f) resource described above is *de minimis* as defined in 23 CFR 774.17.

[Name, Title – typically the Project Engineer will sign]

WSDOT [Region]

Date

FHWA Approval

[Name, Title – typically the Area Engineer will sign]

FHWA Washington Division

Date

Section 4(f) Temporary Occupancy Approval (per 23 CFR 774.13(d))

Summary Table

Date:	February 18, 2022
WSDOT Region:	Olympic Region
Project:	Whitehawk Boulevard Extension
Project Description:	This project will construct a new connector roadway, extending Whitehawk Boulevard NW. The roadway includes the extension of Whitehawk Boulevard NW from the intersection of Whitehawk Blvd NW/Orting Avenue NW to the intersection of Calistoga St W/Kansas Street SW. New roadway is a single, asphalt-paved travel lane in each direction, curb and gutter, planter strips, and sidewalks on one side with a shared use path on the other side along the length of the roadway. The project includes water, sewer, stormwater facilities and mitigation, wetland mitigation facilities offsite, flood compensatory storage, and permitting. Single lane roundabouts will be constructed at the intersections of SR 162/Whitehawk Boulevard NW and Whitehawk Boulevard NW/Calistoga St W/Kansas St SW which are the project termini.
Section 4(f) Resource:	Whitehawk Park Pierce County Tax Lot 7000940480
Type of 4(f) Resource:	Public Park or Recreational Area
Impact on 4(f) Resource:	The project would require approximately 4,665 square feet (0.2 acres) of temporary construction impacts.
Official with Jurisdiction:	City of Orting

Describe how the conditions for Temporary Occupancy are met

- 1. Duration must be temporary, i.e., less than the time needed for construction of the project, and there should be no change in ownership of the land.**

The duration of the project would be several months of construction and the duration of the temporary occupancy would be less than the time needed for construction.

2. Scope of the work must be minor, i.e., both the nature and the magnitude of the changes of the Section 4 (f) property are minimal.

Whitehawk Park is a neighborhood park that is located at 409 Orting Ave NW. This park features a paved parking area, a basketball court, a playground, a large grassy area utilized as youth soccer fields, benches and picnic tables. The Project would require approximately 4,665 square feet of temporary construction impacts of the western portion of the park, adjacent east of the proposed road (see Figure 1).

No park features are located within this area. The proposed temporary construction area would not impact any features within the park. The proposed temporary impacts are in addition to the 7,426 square feet of permanent impacts described in the Whitehawk Park *De Minimis* Impact Determination form.

3. There are no anticipated permanent adverse physical impacts, nor will there be interference with the protected activities, features, or attributes of the property, on either a temporary or permanent basis.

There will be no permanent adverse physical impacts or interference with protected park activities, feature, or attributes due to temporary construction. The portion of the park impacted by the temporary construction area (and the portion impacted permanently) is over 150 feet to the west of any permanent park features. Youth soccer fields with portable soccer nets appear to occupy the western portion of the park on occasion. The temporary impacts will not infringe on the soccer fields or the portable nets.

4. The land being used must be fully restores, i.e., the property must be returned to a condition which is at least as good as that which existed prior to the project.

The project will restore the temporarily disturbed construction area with native grasses and shrubs to provide improved park and habitat functions and provide an additional layer of protection from the roadway. The condition of the park post-project will be at least as good as that which existed prior to the project.

5. There must be documented agreement of the official(s) with jurisdiction over the section 4(f) resource regarding the above conditions.

This will be provided once WSDOT/FHWA concur with the temporary occupancy determination.

Request for Approval

Based upon this analysis we request FHWA concurrence that this project’s temporary occupancy of the section 4(f) resource described above satisfies the conditions set forth in 23 CFR 771.13(d) and is so minimal as to not constitute a use within the meaning of Section 4(f).

[Name, Title – typically the Project Engineer will sign]

WSDOT [Region]

Date

FHWA Approval

[Name, Title – typically the Area Engineer will sign]

FHWA Washington Division

Date

City Council
March 30, 2022
Public Hearing

Whitehawk Boulevard Extension
Public Out Reach 4(f) De minimis

Public Works Committee
March 2, 2022
Council Study Session March 16,
2022



CITY OF ORTING



What is the process for addressing a 4(f) resource?

When a project proposes the use of a Section 4(f) resource, a Section 4(f) evaluation is required. This evaluation may lead to one of the following:

- A *de minimis* impact determination.
- A programmatic evaluation.
- An individual evaluation.

Upon receiving concurrence from the EE that the use of a *de minimis* determination appears to be appropriate, the local agency needs to acquire specific supporting documentation:

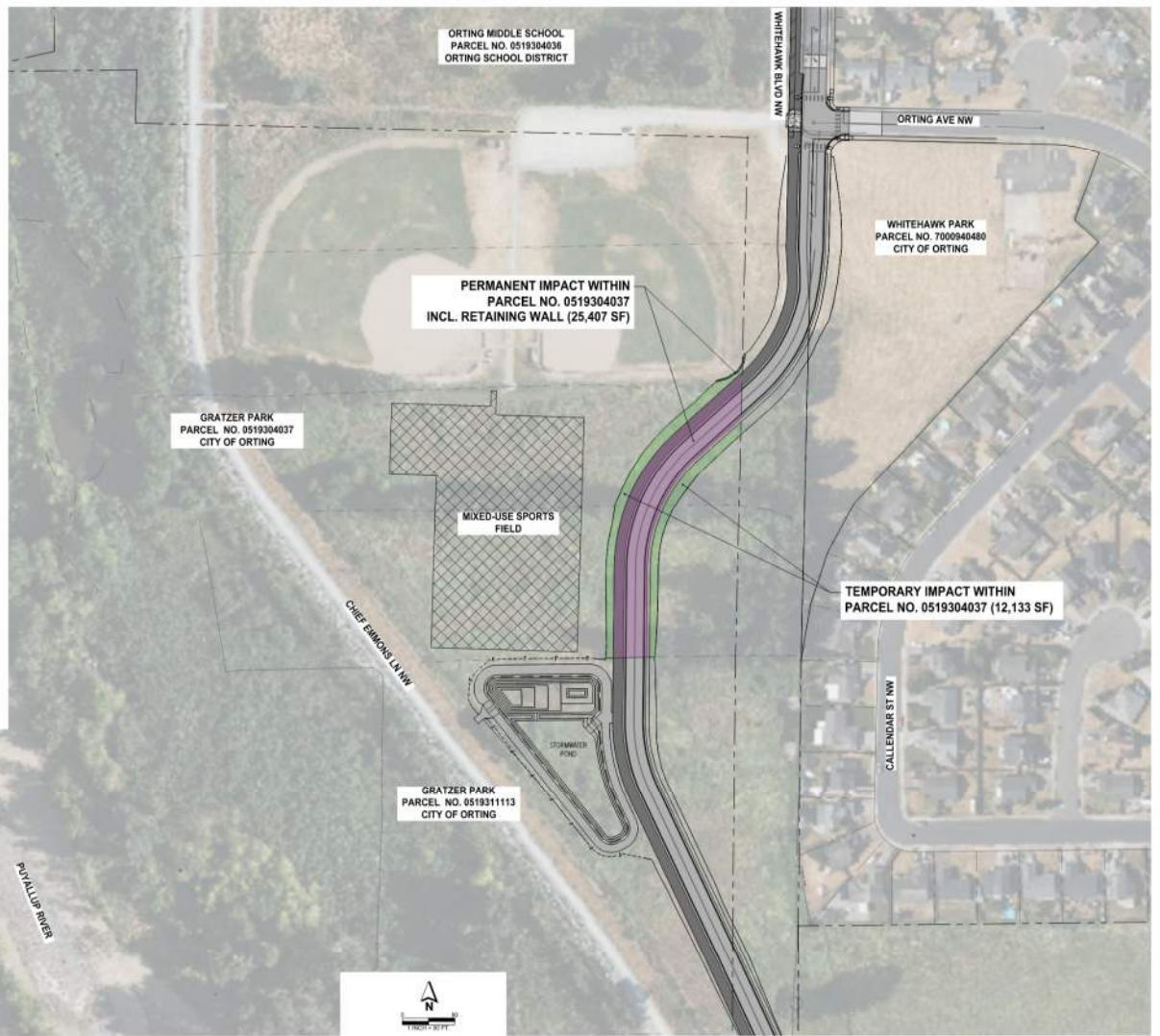
- A letter from the park/site manager supporting the project and stating that the 4(f) use is beneficial in nature and that the project will not adversely affect the features, attributes or activities qualifying the property for protection under 4(f).
- Documentation of public involvement regarding the *de minimis* impact, typically minutes from a public meeting (such as a city council meeting) demonstrating that the use of *de minimis* on the project has been presented and discussed as an agenda item.
- For projects where there is a co-lead federal agency (for example, Corps of Engineers) in the NEPA process, the local agency also needs to provide a letter from the co-lead agency concurring with the use of *de minimis* on the project.



CITY OF ORTING



VICINITY MAP
1"=100 FT
N



N
1"=100 FT

LEGEND
UNDER CONSTRUCTION AS OF FIGURE DATE



PERMANENT IMPACT
TEMPORARY IMPACT

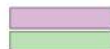


Figure 2
City of Orting
Whitehawk Boulevard Improvements
Gratzler Park Northside



VICINITY MAP
1" = 400 FT



1" = 800 FT

LEGEND

PARK PROPERTY

UNDER CONSTRUCTION AS OF FIGURE DATE



PERMANENT IMPACT

TEMPORARY IMPACT

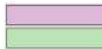
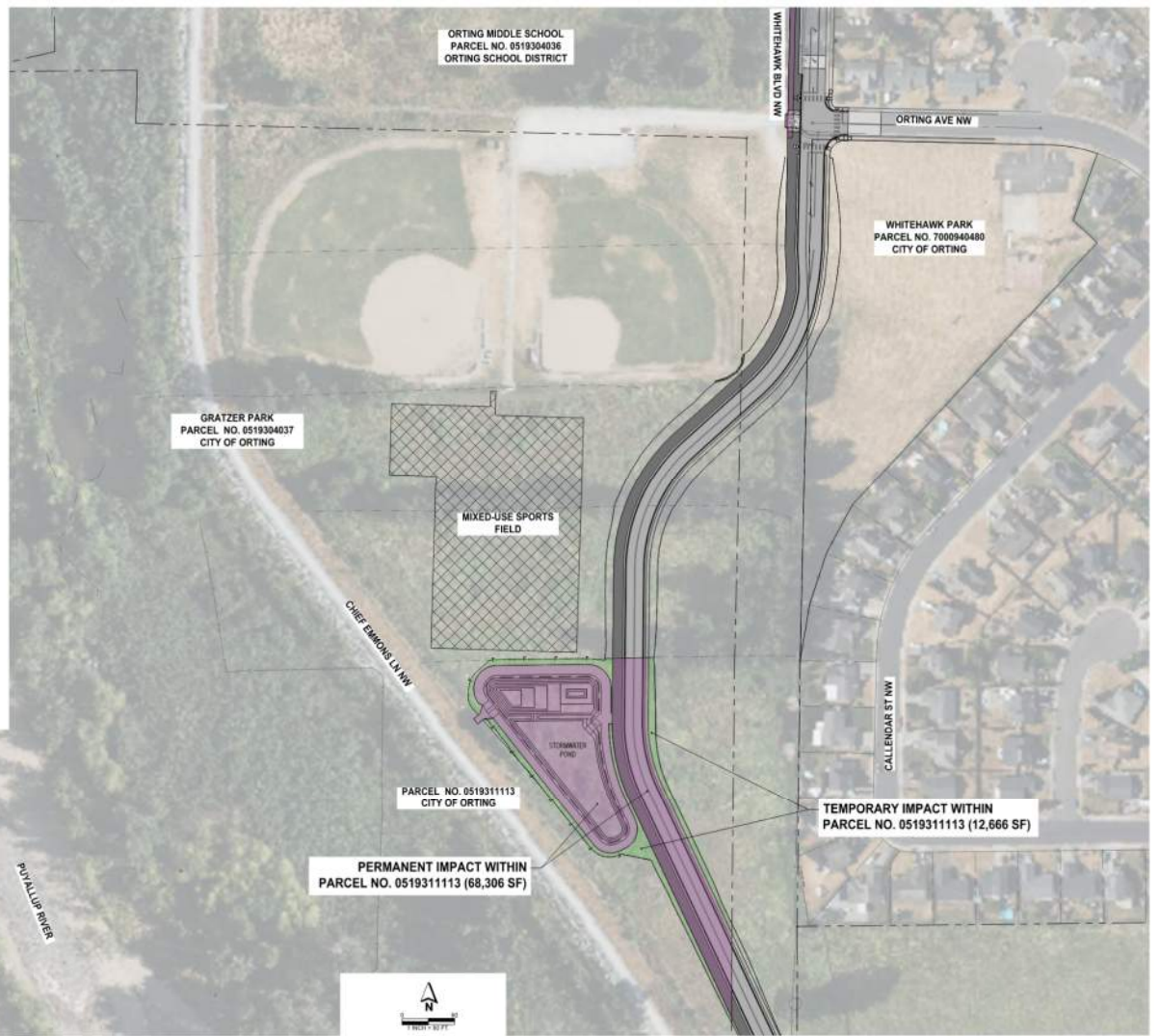


Figure 1

City of Orting
Whitehawk Boulevard Improvements
Whitehawk Park



VICINITY MAP
1" = 100' FT



1" = 10' FT

LEGEND

UNDER CONSTRUCTION AS OF FIGURE DATE



PERMANENT IMPACT



TEMPORARY IMPACT

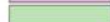


Figure 3

City of Orting
Whitehawk Boulevard Improvements
Gratzler Park Southside



VICINITY MAP
SCALE: 1" = 200 FT



LEGEND
UNDER CONSTRUCTION AS OF FIGURE DATE



PERMANENT IMPACT



Figure 4
City of Orting
Whitehawk Boulevard Improvements
Orting Middle School



Figure 3-1
Delineated Wetlands
 Whitehawk Blvd Extension

Parametrix
 Source: Pierce County, City of Orting
 Aerial: InGN Content Program (2019)

- Sample Point
- Study Area
- ▭ Gratz Park Project
- ▭ Area (under development)
- ▭ Wetland Area
- ▭ Wetland Buffer
- ▭ Wetland Boundary
- ▭ Wetland Boundary (Parametrix 2019)
- Delineated Stormwater Ditch
- - - Estimated Stormwater Ditch

0 75 150 300 Feet
 Orting, WA

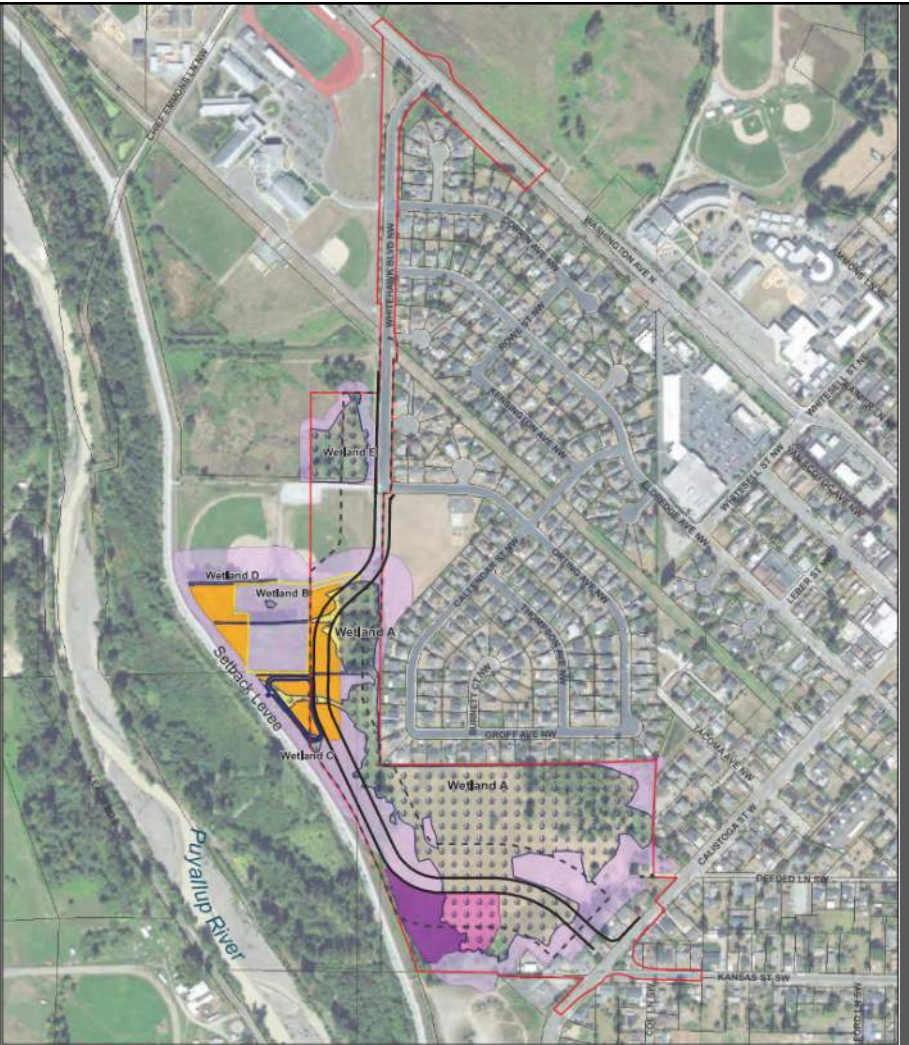


Figure 2
Project Impact Areas
 Whitehawk Blvd Extension

Parametrix
 Source: Pierce County, City of Orting
 Aerial: InGN Content Program (2019)

- Study Area
- ▭ Gratz Park Project
- ▭ Parcels
- ▭ Wetland Area
- ▭ Wetland Buffer
- ▭ Direct Impacts
- ▭ Roadway
- ▭ Stormwater Pond
- ▭ Wetland Compensatory Storage
- ▭ Buffer Compensatory Storage
- - - Indirect Impacts
- ▭ Gratz Ballfield Mitigation Areas
- ▭ Wetland Buffer Enhancement
- ▭ Wetland Enhancement

0 75 150 300 Feet
 Orting, WA

2. MITIGATION APPROACH

The mitigation approach for this project began with a thorough analysis of alternatives to determine the least environmentally damaging practical alternative. A preferred alternative was then evaluated through mitigation sequencing. Any remaining needs for compensatory mitigation areas were calculated. Because no wetland mitigation bank or in-lieu fee programs that serve this area have surplus credits available, suitable adjacent areas with mitigation potential were evaluated and mapped. The mitigation areas' potential was compared to the compensatory mitigation needs to develop a mitigation strategy. Each of these steps is described in the following sections.



CITY OF ORTING

2.1 Alternatives Analysis

The project design team considered several alternatives and have designed the project to meet the least environmentally damaging practicable alternative standards of federal, state, and local standards (Ecology et al. 2021; USACE 404(b)(1) - 40 CFR Part 230; OMC chapter 11). The alternative that is preferred after the mitigation sequencing process is what was used as the basis for the impact calculations in the previous chapter. The mitigation sequencing is described below.



CITY OF ORTING

2.2 Mitigation Sequencing

The project team evaluated and adjusted the project design in compliance with mitigation sequencing requirements: avoid, minimize, rectify, reduce/eliminate over time, and compensate for unavoidable impacts (Ecology et al. 2021). The project design team took the following steps:

- **Avoided** wetland impacts by moving the alignment toward the levee. This will avoid impacts to forested wetlands and avoid further impacts to emergent and scrub-shrub wetlands, minimizing the overall impacts.
- Further **minimized** impacts by shrinking the footprint to the minimal size needed for roadway safety and focusing impacts from the roadway and floodplain storage areas outside of wetlands. Improvements will include features that will be refined to lessen environmental impacts: a two- or three-lane section with a travel lane in each direction and a median or center turn lane; curb; gutter; sidewalk; bike lanes and/or combined-use trail; drainage; utility adjustments;



CITY OF ORTING



Parametrix
 Source: Pierce County, City of Oring
 Aerial: HGL Content Program (2019)

- Study Area
- Mitigation Study Area
- Whitehawk Blvd Mitigation Area
- Parcel Boundary

Figure 1
 Vicinity Map
 Whitehawk Blvd Extension



Parametrix
 Source: Pierce County, City of Oring
 Aerial: HGL Content Program (2019)

- Whitehawk Blvd Study Area
- Previously Mitigated Areas
- Groundwater Monitoring Well
- Buffer Enhancement
- Wetland Creation
- Wetland Enhancement

Figure 3
 Site 1 Mitigation Areas
 Whitehawk Blvd Extension



rametrix
 Pierce County, City of Orting
 RCIN Corridor Program (2019)



- Previously Mitigated Areas
 - Buffer Enhancement
 - Wetland Enhancement
- Whitehawk Blvd Mitigation**

Figure 4
 Site 2 Mitigation Areas
 Whitehawk Blvd Extension





**City of Orting
Council Agenda Summary Sheet**

	Agenda Bill #	Recommending Committee	Study Session Dates	Regular Meeting Dates
Subject: Draft Public Outreach Kansas Street SW Outfall Replacement & Calistoga St W Stormwater Improvements	AB22XX-XX	Public Works 03.02.2022	03.16.2022	03.30.2022
	Department:	Engineering		
	Date Submitted:	02.23.2022		
Cost of Item:	N/A			
Amount Budgeted:	N/A			
Unexpended Balance:	N/A			
Bars #:	N/A			
Timeline:	N/A			
Submitted By:	Maryanne Zukowski, PE			
Fiscal Note: N/A				
Attachments: Draft Public Outreach PPT Draft Public Outreach Kansas Street SW Outfall Replacement & Calistoga St W Stormwater Improvements				
SUMMARY STATEMENT				
<u>Purpose:</u> Inform the public of upcoming construction that may have temporary impacts on travel, parking, walking, biking, and driveway access. Receive feedback on the Communications Plan.				
CONCEPT PUBLIC INVOLVEMENT COMMUNICATION PLAN (PICP)				
The project proposes:				
A Base Bid Kansas Street SW Outfall Replacement will install approximately 630 linear feet of Storm Drain from Calistoga Street to an existing ditch east of the Puyallup River Levee.				
Schedule A Calistoga Street West Improvements will install approximately 3,100 linear feet along Calistoga St W, Tacoma Ave and provide a connection to the Kansas Street Outfall connection.				
The following are the recommended activities proposed for this project.				
(1) Press Release process.				

- (1) Direct Mail to business and residential addresses abutting the project limits.
- (1) Mailed SEPA Notifications within 500 feet of the project limits.
- (1) Project site visits with plans to affected properties for rights of entry and/or project notifications.
- (1) Web Page:
 - (1) Phone contact
 - (1) Email address for the project. (example 2022Construction@cityoforting.org)
- (1) Media notifications to Pierce County public affairs contact.
- (1) Notifications to Refuse Services.
- (1) Coordination meeting with Public Services (Police and Fire).
- (2) Variable Messages Signs (2) weeks in advance of the active construction.
- (1) City Entrance message notification of construction delay impacts.

CONCEPTS:

Press Release Process –

Project flyer will contain the same branding as the web page and mail flyer.

Direct Mail –

SEPA Notifications March 2022 is estimated.

Direct property notification mailings will occur March 2022.

Project Site Visits –

Project site visits are scheduled for rights of entry and/or property notifications the month of March prior to construction advertising.

Web Page:

The concept format for the Project is recommended to include:

- Project development information to include ADT
- Project scope
- Project schedule
- Project funding
- Project purpose and need
- Contact information
 - Phone Line
 - Mailing Address
 - Email
- Project Flyer

RECOMMENDED ACTION: Approve to move forward from committee then move forward through City Council.

FUTURE MOTION:

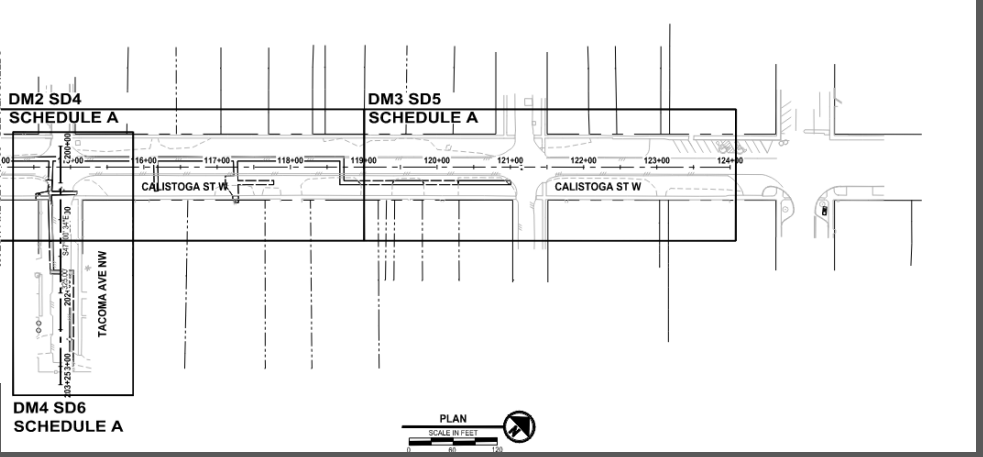
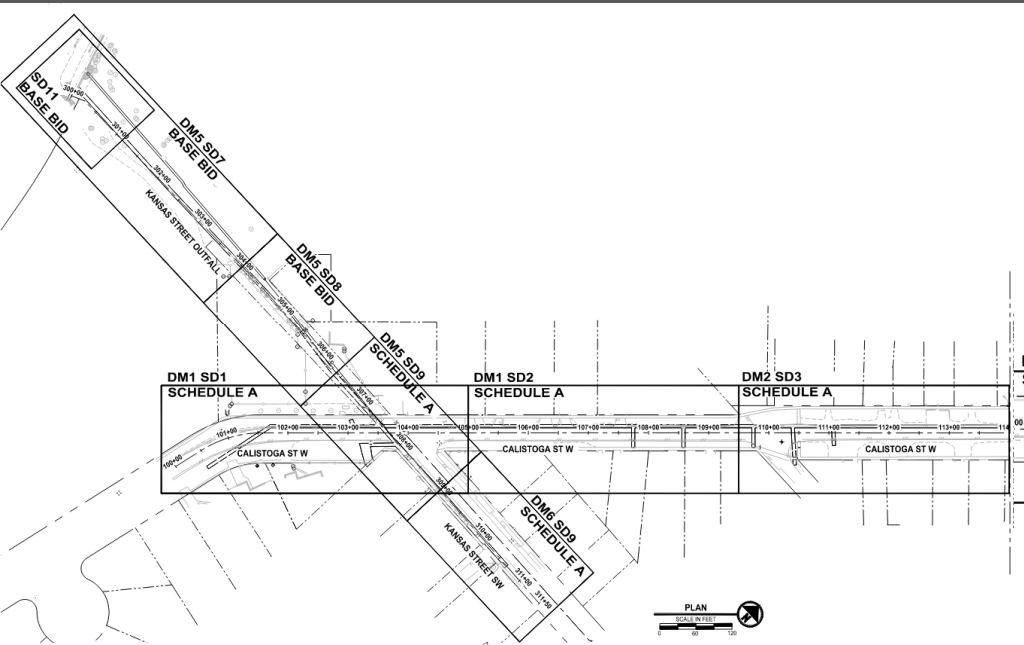
Public Outreach Plan Kansas Street SW Outfall Replacement & Calistoga St W Stormwater Improvements

Public Works Committee
March 2, 2022
Council Study Session
March 16, 2022
City Council
March 30, 2022



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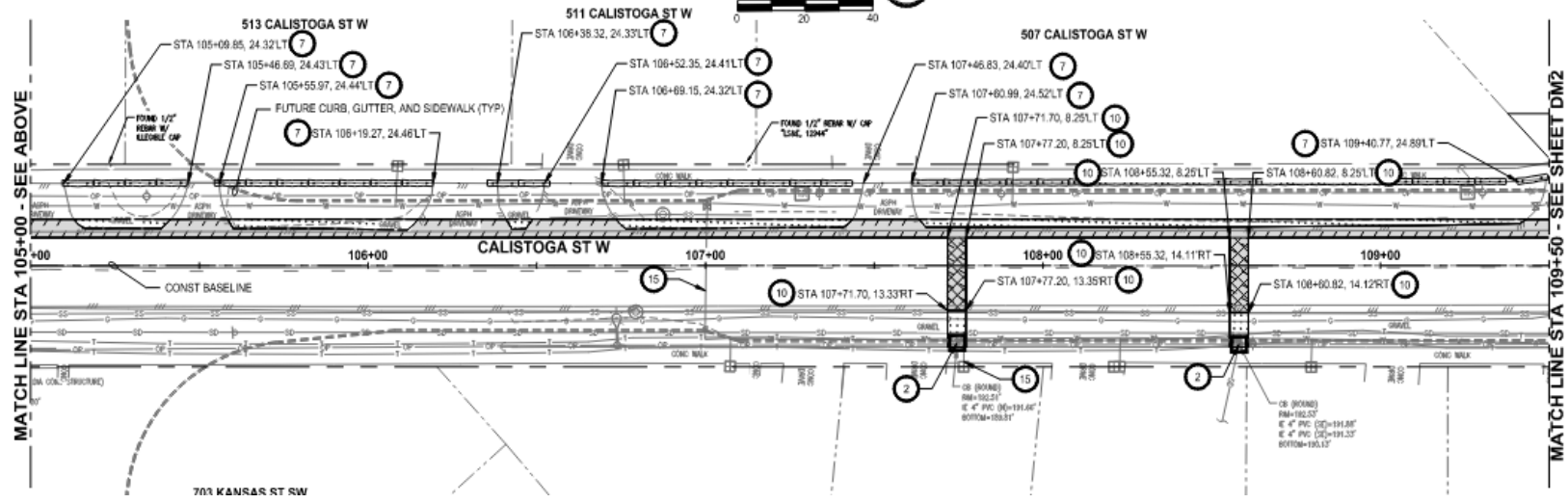
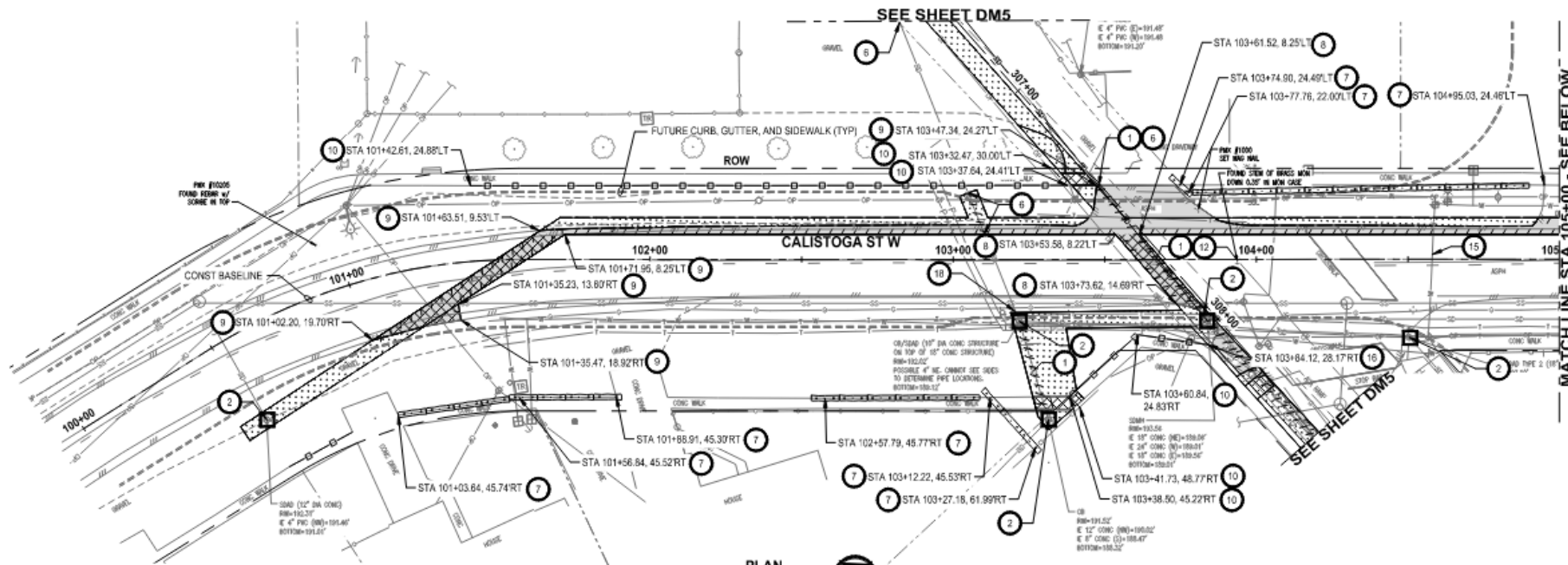


Orting
City
Park

16



100 200ft
1,215,621.4 647,075.7 Feet
400



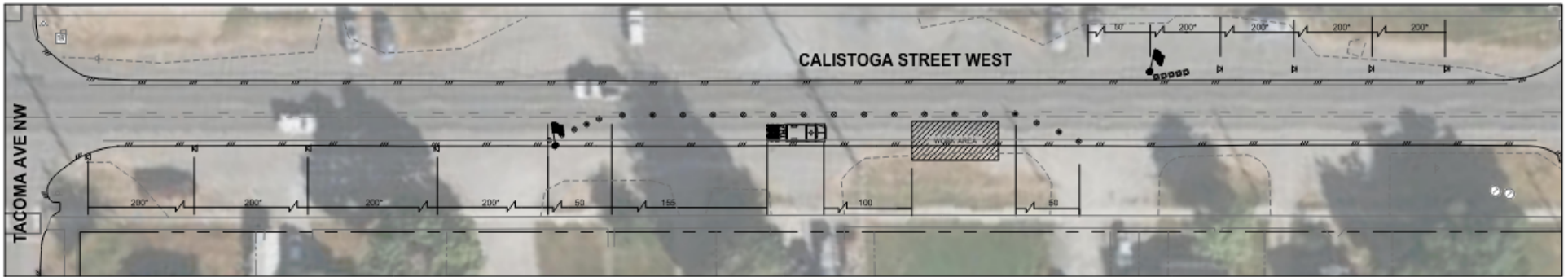
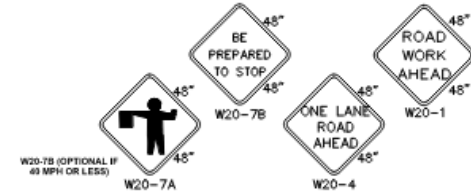
701 KANSAS ST SW

BUFFER DATA										
LONGITUDINAL BUFFER SPACE = B										
SPEED (MPH)	25	30	35	40	45	50	55	60	65	70
LENGTH (feet)	155	200	250	305	360	425	495	570	645	730
TRANSPORTABLE ATTENUATOR ROLL AHEAD DISTANCE = R										
HOST VEHICLE WEIGHT 9,900 TO 22,000 lbs.					HOST VEHICLE WEIGHT > 22,000 lbs.					
< 45 MPH	45-55 MPH	> 55 MPH	< 45 MPH	45-55 MPH	> 55 MPH					
100'	123'	172'	74'	100'	150'					
PROTECTIVE VEHICLE (WORK VEHICLE) = R										
NO SPECIFIED DISTANCE REQUIRED										

SIGN SPACING = X (1)		
RURAL HIGHWAYS	60 / 65 MPH	800'
RURAL ROADS	45 / 55 MPH	300'
RURAL ROADS & URBAN ARTERIALS	35 / 40 MPH	350'
RURAL ROADS, URBAN ARTERIALS RESIDENTIAL & BUSINESS DISTRICTS	25 / 30 MPH	200' (2)
URBAN STREETS	25 MPH OR LESS	100' (2)

(1) ALL SPACING MAY BE ADJUSTED TO ACCOMMODATE INTERSECTIONS AND DRIVEWAYS.
(2) THIS SPACING MAY BE REDUCED IN URBAN AREAS TO FIT ROADWAY CONDITIONS.

CHANNELIZATION DEVICE SPACING (FEET)		
MPH	TAPER	TANGENT
60/65	10 TO 20	60
35/45	10 TO 20	60
25/30	10 TO 20	40



* SIGN DISTANCE TO BE ADJUSTED IN FIELD TO ACCOMMODATE DRIVEWAYS AND INTERSECTIONS



NOTES

1. ALL SIGNS ARE BLACK ON ORANGE.
2. EXTENDING THE CHANNELIZATION DEVICE TAPER ACROSS SHOULDER IS RECOMMENDED.
3. NIGHT WORK REQUIRES ADDITIONAL ROADWAY LIGHTING AT FLAGGING STATIONS. SEE THE **STANDARD SPECIFICATIONS** FOR ADDITIONAL DETAILS.
4. SEE **SPECIAL PROVISIONS** FOR WORK HOUR RESTRICTIONS.
5. ANY REQUESTS TO DEVIATE FROM TRAFFIC CONTROL PLANS SHALL BE SUBMITTED TO THE ENGINEER FOR REVIEW AND APPROVAL.

LEGEND

- FLAGGING STATION
- TEMPORARY SIGN LOCATION
- CHANNELIZATION DEVICES
- ▣ PROTECTIVE VEHICLE

100 % REVIEW SUBMITTAL
NOT FOR CONSTRUCTION





LEGEND

- - - - - PEDESTRIAN DETOUR ROUTE NO. 1
- - - - - PEDESTRIAN DETOUR ROUTE NO. 2
- - - - - PEDESTRIAN DETOUR ROUTE NO. 3
- K1** CONSTRUCTION SIGN(S)

GENERAL NOTES:

1. THIS PLAN REPRESENTS SEVERAL POSSIBLE ALTERNATIVE PEDESTRIAN ACCESS ROUTES FOR THE CLOSURE OF THE CALISTOGA ST W AND KANSAS ST SW, CALISTOGA ST W AND DEEDED STREET, AND THE INTERSECTION OF CALISTOGA ST SW AND TACOMA AVE. IT IS THE CONTRACTOR'S RESPONSIBILITY TO PROVIDE AND MAINTAIN AN ACCESSIBLE AND CONVENIENT TRAVEL PATH THAT DUPLICATES, AS CLOSELY AS FEASIBLE, THE CHARACTERISTICS OF THE EXISTING PEDESTRIAN FACILITIES. THE CONTRACTOR SHALL MODIFY THE ALTERNATIVE PEDESTRIAN ACCESS ROUTES TO ACCOMMODATE ADDITIONAL INTERSECTION CLOSURES AS NECESSARY DURING CONSTRUCTION SEQUENCING.
2. TEMPORARY PAVING AND CHANNELIZATION DEVICES MAY BE REQUIRED TO ROUTE SIDEWALK USERS AND ARE NOT SHOWN ON THIS PLAN. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY, AS PART OF THE WORK SEQUENCING, TO INCLUDE SUCH ITEMS IN AN AMENDED PEDESTRIAN CONTROL PLAN.
3. THE TWO PEDESTRIAN DETOUR ALTERNATIVES SHOWN ARE INTENDED TO BE UTILIZED AT INDEPENDENT TIMES DURING CONSTRUCTION. SHOULD THE CROSSINGS AT THE INTERSECTION OF CALISTOGA ST W AND KANSAS STREET SW AND AT CALISTOGA ST W AND TACOMA AVE NW BE UNAVAILABLE AT THE SAME TIME, THE CONTRACTOR SHALL PROPOSE ALTERNATE ROUTES OR TEMPORARY ADA CROSSINGS TO THE ENGINEER FOR REVIEW AND APPROVAL.

KEYNOTES:

- ①
- ②
- ③



CITY OF ORTING





PUBLIC WORKS AGENDA REPORT REQUEST

Old Business

DEPARTMENT: Public Works Dept.

Topic	Summary	Time Needed
Procurement 2022 budget	Obtaining quotes for various items in 2022 budget	3 minutes

Topic	Summary	Time Needed
Hiring process update	New positions	4 minutes

Topic	Summary	Time Needed
Columbarium	Pouring concrete pad for new Columbarium	2 minutes

New Business:

Topic	Summary	Time Needed
Placed new chips in Parks	100 yards of chips placed	2 minutes

Topic	Summary	Time Needed
WRRF	Looking into procuring additional components for back up. Rebuilding kits for pumps	5 minutes

Topic	Summary	Time Needed
Crawler Camera Training	One Day (8 hours Training 3-3-22	4 minutes

Topic	Summary	Time Needed
Prepping for Events Coming Back this year	Parade, Kingsman, Rock Festable...	3 minutes