

Committee Members

Councilmember Chris Moore
Councilmember Melodi Koenig
City Administrator Scott Larson
Finance Director Gretchen Russo
City Clerk Kim Agfalvi
Executive Asst. Danielle Charchenko
Public Works Director Marshall Maurer
Public Works Superintendent Ryan McBee
Capital Projects Manager John Bielka
PW Admin Asst. Laura Hinds
Building Official Tim Lincoln
Engineer JC Hungerford

City of Orting Public Works Committee
AGENDA



Wednesday, June 5, 2024 – 2:30 p.m.
ORTING CITY HALL, COUNCIL CHAMBERS, 104 BRIDGE ST S

ZOOM LINK

<https://us06web.zoom.us/j/89146942011?pwd=bZJkIVSCOrckprT5FL95EIlviaMYnQ.1>

Meeting ID: 891 4694 2011 / Passcode: 483550

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

DEPARTMENT REPORTS

Est. Time Action

<p>1. ADMINISTRATION –City Administrator Scott Larson 1.1 TBD 1.2 Goals</p>	Min 15	
<p>2. ENGINEERING UPDATES – JC Hungerford PE, Parametrix 2.1 Kansas Street SW 2.1.1 NEPA Review 2.1.2 Public Outreach 2.2 Whitehawk Blvd bypass 2.2.1 Formal Consultation 2.2.2 Channelization Plan 2.3 WSDOT Franchise 2.3.1 Fish Passage Projects 2.3.2 Orville Road Roundabout 2.4 Water System Plan 2.5 Stormwater Plan Scope & Budget 2.6 OEEBS Scope & Budget</p>	Min 15	

Committee Members

Councilmember Chris Moore
Councilmember Melodi Koenig
City Administrator Scott Larson
Finance Director Gretchen Russo
City Clerk Kim Agfalvi
Executive Asst. Danielle Charchenko
Public Works Director Marshall Maurer
Public Works Superintendent Ryan McBee
Capital Projects Manager John Bielka
PW Admin Asst. Laura Hinds
Building Official Tim Lincoln
Engineer JC Hungerford

City of Orting Public Works Committee

AGENDA



3. PROJECT MANAGEMENT UPDATES – Staff 3.1 WRRF Design – Wilson Eng. looking to deliver 30% design in April 2024 with final design in April 2025	Min 5	
4. PUBLIC WORKS – Marshall Maurer 4.1 CIP-TIP	Min 20	
5. FINANCE – Gretchen Russo 5.1	Min	

6. BUILDING – Tim Lincoln 6.1 Monthly Building Activity 6.2 Bridgewater Plat Update 6.3 Rainier Meadows Phase II	Min 5	
--	-------	--

7. COUNCIL – CM Moore & CM Koenig 7.1	Min	
---	-----	--

REQUEST FOR NEW BUSINESS

-

ROUND TABLE

- July schedule revision in light of July 4 (Thursday)

MEETING SUMMARY

ADJOURN



**City of Orting
Council Agenda Summary Sheet**

	Agenda Bill #	Recommending Committee	Study Session Dates	Regular Meeting Dates
Subject: TBD Ordinance.	AB24-11	Public Works		
		1.3.2024 5.1.24 6.5.24	1.17.2024	2.28.2024
	Department:	Administration		
	Date Submitted:	12.22.23; 5.31.24		
Cost of Item:	TBD			
Amount Budgeted:	TBD			
Unexpended Balance:	N/A			
Bars #:	Fund 108			
Timeline:	None			
Submitted By:	Scott Larson			
Fiscal Note: Adoption of this ordinance would impose a \$10 annual fee on vehicles registered in the City of Orting, and a 0.1% sales tax on eligible transactions within the City of Orting. Total collections are estimated to be \$140,000 per year.				
Attachments: Policy Memorandum, Ordinance No. 2024-1123 (Tab), Ordinance No. 2024-XXXX (Sales Tax)				
SUMMARY STATEMENT: Attached is a revised Ordinance No. 2024-1123 which would set vehicle tabs to \$10 per year, and Ordinance No. 2024-XXXX, which would add a 0.1% sales tax. Both Ordinances restrict funds raised to road maintenance. It is expected that these ordinances would raise around \$140,000 per year. Projects slated to be completed under this plan would be adopted annually as part of the city's six-year Transportation Improvement Plan (TIP). The proposed TIP is a separate item on this agenda.				
RECOMMENDED MOTION: <u>Motion:</u> To be determined.				

CITY OF ORTING
WASHINGTON
ORDINANCE NO. 2024-1123

**AN ORDINANCE OF THE CITY OF ORTING,
WASHINGTON, RELATING TO ANNUAL VEHICLE
LICENSE FEE; SETTING THE ANNUAL VEHICLE FEE AT
\$20 (TWENTY DOLLARS); PROVIDING FOR
SEVERABILITY, SETTING PROGRAM GOALS,
ESTABLISHING A MECHANISM TO SPEND FUNDS; AND
ESTABLISHING AN EFFECTIVE DATE**

WHEREAS, the City of Orting Transportation Benefit District was established, pursuant to RCW 35.21.225 and Chapter 36.73 RCW by the City Council of Orting by Ordinance No. 976 in November 2011; and

WHEREAS, consistent with RCW 36.73.065, the District established an annual vehicle license fee in the amount of twenty dollars (\$20), to be collected by the Washington Department of Licensing on qualifying vehicles, set forth in RCW 82.80.140 and Chapters 36.73 and 46.16 RCW; and

WHEREAS, by Ordinance No. 2015-972, the City of Orting assumed the rights, powers, immunities, functions, and obligations of the Orting Transportation Benefit District, pursuant to Second Engrossed Substitute Senate Bill 5987 (2015), which amending Chapter 36.73 RCW to allow for said assumption; and

WHEREAS, following assumption of the functions of the Orting Transportation Benefit District (TBD), the City continued to collect the annual vehicle license fee in the amount of twenty dollars (\$20), as reflected in the City's annual budget ordinances; and

WHEREAS, the City Council elected to amend the rate to \$0 (zero dollars) in February of 2020 through Ordinance No. 2020-1058, after a public hearing and in response to the passage of Initiative No. 976, which repealed and lowered certain vehicle registration fees and taxes in Washington;

WHEREAS, Initiative No. 976 was later declared invalid by the State Supreme Court, but the City Council maintained the rate at \$0; and

WHEREAS, in 2022 Council set a goal of completing a street assessment and coming up with a plan to address street maintenance, including study of the TBD program;

WHEREAS, in 2023 the Public Works committee studied various options for street maintenance and found the TBD fee to be the most efficient source of funding, and recommended limiting expenditures to only street expenses and necessary pedestrian improvements; and

WHEREAS, on February 28th, 2024, the City Council held a duly noticed public hearing at its regularly schedule meeting to hear public comment on this Ordinance; and

WHEREAS, the City Council finds that it is in the best interests of the City to set the annual vehicle fee in the amount of \$20 (twenty dollars), consistent with Chapter 36.73 RCW;

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF ORTING, WASHINGTON, DO ORDAIN AS FOLLOWS:

Section 1. Incorporation of Recitals. The above stated recitals are incorporated as though fully set forth herein.

Section 2. Amendment of Annual Vehicle Fee. The annual vehicle fee established for the City of Orting and collected by the Washington Department of Licensing on qualifying vehicles, consistent with Ch. 36.73 RCW, is hereby amended to a charge in the amount of \$10 (ten dollars).

Section 3. Notice to Department of Licensing. The Clerk is instructed to submit this Ordinance to the Washington Department of Licensing (DOL), and to direct DOL to take all steps necessary to immediately implement this Ordinance.

Section 4. Goals and Policy of Transportation Benefit District Program. The council adopts the following goals and policy statements to guide project selection and development for the Transportation Benefit District:

1. Preserve our existing street transportation network in a way that minimizes complete street replacement due to deterioration.
2. Provide matching funds for street preservation grants.
3. Maintain an inventory of street conditions so that we are timing our maintenance investments to get the maximum life out of existing streets.
4. For streets that have deteriorated past the point of preservation, the TBD should provide matching funds for street replacement grants.
5. When required to implement street preservation, provide necessary modifications to adjacent pedestrian infrastructure.
6. Manage project timing in a manner to maintain the \$20 per vehicle charge as adequate to cover the program needs.

Section 5. Implementation. The city will identify projects eligible for TBD funding as part of its 6-year Transportation Improvement Plan which is adopted annually around June.

Section 6. Department of Licensing Agreement. Should any agreement with the Department of Licensing, another Washington State Agency, or their vendor become necessary to implement this fee, the Mayor is authorized to execute those agreements.

Section 7. Termination of Fee. The annual vehicle fee authorized will revert to \$0 (zero dollars) annually on January 1, 2030 unless re-authorized by the City Council.

Section 8. Ratification. All acts taken pursuant to the authority of this ordinance but prior to its effective date are hereby ratified.

Section 9 Severability. Should any section, paragraph, sentence, clause or phrase of this Ordinance, or its application to any person or circumstance, be declared unconstitutional or otherwise invalid for any reason, or should any portion of this Ordinance be pre-empted by state or federal law or regulation, such decision or pre-emption shall not affect the validity of the remaining portions of this Ordinance or its application to other persons or circumstances.

Section 10. Corrections. Upon approval of the City Attorney, the City Clerk is authorized to make necessary corrections to this ordinance, including but not limited to the correction of clerical errors; references to other local, state or federal laws, codes, rules, or regulations; or section/subsection numbering.

Section 11. Effective Date. This Ordinance shall be published in the official newspaper of the City and shall take effect and be in full force five (5) days after the date of publication.

ADOPTED BY THE CITY COUNCIL AT A REGULAR MEETING THEREOF ON THE 28th DAY OF February, 2024

CITY OF ORTING

Joshua Penner, Mayor

ATTEST/AUTHENTICATED:

Kim Agfalvi, City Clerk, CMC

Approved as to form:

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

Filed with the City Clerk:
Passed by the City Council:
Ordinance No. 20XX-XXXX
Date of Publication:
Effective Date:

CITY OF ORTING
WASHINGTON
ORDINANCE NO. 2024-XXXX

AN ORDINANCE OF THE CITY OF ORTING, WASHINGTON, IMPOSING AN ADDITIONAL SALES AND USE TAX OF ONE-TEHTH OF ONE PERCENT WITHIN THE CITY OF ORTING TRANSPORTATION BENEFIT DISTRICT FOR THE PURPOSE OF FINANCING THE COSTS ASSOCIATED WITH TRANSPORTATIONS IMPROVEMENTS WITHIN DISTRICT IDENTIFIED HEREIN; PROVIDING FOR SEVERABILITY, SETTING PROGRAM GOALS, ESTABLISHING A MECHANISM TO SPEND FUNDS; AND ESTABLISHING AN EFFECTIVE DATE

WHEREAS, the City of Orting Transportation Benefit District was established, pursuant to RCW 35.21.225 and Chapter 36.73 RCW by the City Council of Orting by Ordinance No. 976 in November 2011; and

WHEREAS, by Ordinance No. 2015-972, the City of Orting assumed the rights, powers, immunities, functions, and obligations of the Orting Transportation Benefit District, pursuant to Second Engrossed Substitute Senate Bill 5987 (2015), which amending Chapter 36.73 RCW to allow for said assumption; and

WHEREAS, the City's necessary transportation improvement projects are identified in the City of Orting's Transportation System Plan and the City's Six-Year Transportation Improvement Plan; and

WHEREAS, in 2022 Council set a goal of completing a street assessment and coming up with a plan to address street maintenance, including study of the TBD program;

WHEREAS, in 2023 the Public Works committee studied various options for street maintenance and found the TBD sales tax to be an efficient source of funding, and recommended limiting expenditures to only street maintenance expenses, necessary pedestrian improvements, and establishing goals to further this work; and

WHEREAS, RCW 36.73.040(3)(a) authorizes transportation benefit districts to impose a sales and use tax subject to the provisions of RCW 36.73.065; and

WHEREAS, RCW 36.73.065(4)(a)(v) authorizes transportation benefit districts to impose a sales and use tax in accordance with RCW 82.14.0455 in an amount not exceeding one-tenth of

one percent (0.1%) for a period of 10 years upon a majority vote of the governing board of the District for the purpose of financing certain transportation improvements; and

WHEREAS, a sales and use tax will apply to all persons who shop and thereby use streets and roadways in the City of Orting; and

WHEREAS, on February 28th, 2024, the City Council held a duly noticed public hearing at its regularly schedule meeting to hear public comment on this Ordinance; and

WHEREAS, the City Council finds that it is in the best interests of the City to pass this ordinance;

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF ORTING, WASHINGTON, DO ORDAIN AS FOLLOWS:

Section 1. Incorporation of Recitals. The above stated recitals are incorporated as though fully set forth herein.

Section 2. Addition of .1% sales tax. The City Council as the governing body of the City of Orting finds that it is in the best interest of the City to impose a sales and use tax of one-tenth of one percent (.001) pursuant to sections 36.73.040(3)(a), 36.73.065(4)(v), and 82.14.0455 of the Revised Code of Washington for the purpose of raising revenue to acquire, invest in, construct, improve, provide, operate, preserve, maintain and/or fund transportation improvements in the District, and to impose such sales and use tax. The sales and use tax shall be imposed for a period not exceeding ten (10) years. The tax shall be in addition to any other taxes authorized by law and shall be collected from those persons who are taxable by the state under chapters 82.08 and 82.12 of the Revised Code of Washington, as amended, upon the occurrence of any taxable event within the boundaries of the City of Orting City limits.

Section 3. Description of transportation improvements. The revenues from a sales and use tax may be used to acquire, invest in, construct, improve, provide, operate, . preserve, maintain and/or fund the following described transportation improvements:

- a) Projects in the District identified in the City of Orting's Transportation System Plan and the City of Orting's Six-Year Transportation Improvement Program;
- b) Expanded projects identified in accordance with section 36.73.160 of the Revised Code of Washington, as amended.

The cost of all construction, maintenance, preservation, operation, design, engineering, construction management, financial, legal and other consulting services, inspection and testing, administrative and relocation expenses, and other costs incurred in connection with the foregoing described transportation benefit district projects shall be deemed to be part of the transportation improvements.

Section 4. Notice to Department of Revenue. The Clerk is instructed to submit this Ordinance to the Washington Department of Revenue (DOR), and to direct DOR to take all steps necessary to immediately implement and collect the tax imposed by this Ordinance.

Section 4. Goals and Policy of Transportation Benefit District Program. The council adopts the following goals and policy statements to guide project selection and development for the Transportation Benefit District:

1. Preserve our existing street transportation network in a way that minimizes complete street replacement due to deterioration.
2. Provide matching funds for street preservation grants.
3. Maintain an inventory of street conditions so that we are timing our maintenance investments to get the maximum life out of existing streets.
4. For streets that have deteriorated past the point of preservation, the TBD should provide matching funds for street replacement grants.
5. When required to implement street preservation, provide necessary modifications to adjacent pedestrian infrastructure.
6. Manage project timing in a manner to maintain the \$20 per vehicle charge as adequate to cover the program needs.

Section 5. Severability. Should any section, paragraph, sentence, clause or phrase of this Ordinance, or its application to any person or circumstance, be declared unconstitutional or otherwise invalid for any reason, or should any portion of this Ordinance be pre-empted by state or federal law or regulation, such decision or pre-emption shall not affect the validity of the remaining portions of this Ordinance or its application to other persons or circumstances.

Section 6. Corrections. Upon approval of the City Attorney, the City Clerk is authorized to make necessary corrections to this ordinance, including but not limited to the correction of clerical errors; references to other local, state or federal laws, codes, rules, or regulations; or section/subsection numbering.

Section 7. Effective Date. This Ordinance shall be published in the official newspaper of the City and shall take effect and be in full force five (5) days after the date of publication.

ADOPTED BY THE CITY COUNCIL AT A REGULAR MEETING THEREOF ON THE 28th DAY OF February, 2024

CITY OF ORTING

Joshua Penner, Mayor

ATTEST/AUTHENTICATED:

Kim Agfalvi, City Clerk, CMC

Approved as to form:

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

Filed with the City Clerk:
Passed by the City Council:
Ordinance No. 20XX-XXXX
Date of Publication:
Effective Date:



Memo

To: CM Williams & CM Moore

From: Scott Larson, City Administrator

cc: Marshall Maurer, John Bielka

Date: December 6, 2023

Re: TBD Policy

Background

1. In 2011 the council adopted Ordinance No. 920, establishing a Transportation Benefit District (TBD) for the purpose of a stable funding source to maintain existing motorized transportation facilities, as existing resources were found to be inadequate for this purpose, by assessing a \$20 per vehicle tax paid at the time of vehicle license renewal.
2. In 2015 the council adopted Ordinance No. 2015-972 which dissolved the District and absorbed it under the "City" government continuing with established plan and goals of street preservation and maintenance.
3. In 2016 council adopted Resolution No. 2016-29 modifying permissible uses of TBD funding to include non-motorized transportation facilities.
4. For the last 10 years, the TBD has been the primary revenue source for chip seal/grind & overlay maintenance of our streets. Revenue in the streets fund covers custodial maintenance (potholes, sweeping), staff costs associated with the same as well as street lights.
5. In 2020 Council adopted Ordinance No. 2020-1058 which reduced the TBD fee to \$0.00 following passage of I-976.
6. In October of 2020 the Washington State Supreme Court found I-976 unconstitutional, allowing cities to continue assessing transportation benefit district fees.
7. In 2022, the council adopted a goal of completing a street assessment and coming up with a plan to pay for said maintenance.
8. In 2022, the council commissioned an ADA transition plan which assessed city facilities (both vertical and infrastructure) based on current accessibility standards, and the plan made a number of recommendations for improvements.

Financials:

The TBD historically collected \$20 per registered vehicle per year since 2012 and has spent an average of \$85,000 per year between 2013 and 2019. Here is a table showing summarizing revenues and expenses.

	Revenue	Expense	Population
2013	88,874.54	71,775.13	7,058
2014	118,384.96	93,976.79	7,235
2015	127,941.69	65,680.09	7,501
2016	132,580.80	165,995.76	7,785
2017	135,991.35	103,738.40	8,126
2018	138,512.55	19,219.75	8,415
2019	140,898.45	79,040.88	8,735
2020	42,995.70	3,783.49	9,041
2021	178.20	42,152.79	9,010
2022	43.04	36,468.75	9,055
2023	-	14,375.50	9,110

Goals

The goals of the Transportation Benefit District are as follows:

1. Preserve our existing street transportation network in a way that minimizes complete street replacement due to deterioration.
2. Provide matching funds for street preservation grants.
3. Maintain an inventory of street conditions so that we are timing our maintenance investments to get the maximum life out of existing streets.
4. For streets that have deteriorated past the point of preservation, the TBD should provide matching funds for street replacement grants.
5. When required to implement street preservation, provide necessary modifications to adjacent pedestrian infrastructure.
6. Manage project timing in a manner to maintain the \$20 per vehicle charge as adequate to cover the program needs.

Project Proposals

Based on the Street Assessment report and the ADA transition plan, here is a set of assumptions as well as annual costs and fund balances. Here are the assumptions:

1. Staff will pursue grants to cover the following:
 - a. Overlay – 50% grant funded
 - b. Chip seal 25% grant funded
 - c. Reconstruction – 80% grant funded
 - d. Curb ramps – 80% grant funded

2. Construction costs are based on a 2022 estimate.
 - a. Actual costs have been increased to account for permitting, design, right-of-way cost. For Chip seal, overlay and curb ramps this is estimated at 25% of construction; for reconstruction this cost is estimated at 50% of construction.
 - b. All total costs have been inflated 3% per annum based on the assumed year of construction.

Here is an annual estimate of the program costs. Please note that revenue has not been inflated and is assumed to remain at \$140,000 per year:

Year	Cost	Balance
2024	119,780.00	220,220.00
2025	152,940.63	207,279.38
2026	224,700.00	122,579.38
2027	176,841.25	85,738.13
2028	163,725.00	62,013.13
2029	147,090.63	54,922.50
2030	166,780.00	28,142.50
2031	111,760.00	56,382.50
2032	134,875.00	61,507.50
2033	124,687.50	76,820.00
2034	128,350.00	88,470.00

The following page contains a list of the projects, organized by year to accomplish all the identified street maintenance as well as a portion of the curb ramps and sidewalks over the next 10 years.

	<u>Project</u>	<u>Cost (2022)</u>	<u>Cost +</u>	<u>City Share</u>	<u>Grant</u>	<u>City Cost + Inf</u>	<u>Ft. of Lanes</u>	<u>Year</u>	<u>Type</u>
	Boatman Avenue/Cloud Street/Nunnally Avenue Crack Seal (Lane Boulevard to Colorossi Cir.)	\$9,000	\$9,000	\$9,000		\$9,540	3,871	2024	crack seal
	Icey Street Crack Seal (East of Grinnell Avenue)	\$4,000	\$4,000	\$4,000		\$4,240	1,729	2024	crack seal
	Grinnell Avenue Crack Seal (South of Balmer Street)	\$4,000	\$4,000	\$4,000		\$4,240	1,642	2024	crack seal
	Williams Boulevard/Avenue/Court Crack Seal (West of Headley Avenue)	\$8,000	\$8,000	\$8,000		\$8,480	3,356	2024	crack seal
	Williams Street Crack Seal (Ozzie Street to Williams Avenue)	\$7,000	\$7,000	\$7,000		\$7,420	2,845	2024	crack seal
	Mellinger Avenue Crack Seal (Williams Street to Williams Boulevard)	\$4,000	\$4,000	\$4,000		\$4,240	1,685	2024	crack seal
	Nunally Avenue Crack Seal (Cloud Street to Williams Boulevard)	\$5,000	\$5,000	\$5,000		\$5,300	1,960	2024	crack seal
	Lane Boulevard Crack Seal (Nunnally Avenue to Washington Avenue)	\$5,000	\$5,000	\$5,000		\$5,300	2,086	2024	crack seal
	Thompson Avenue Crack Seal (Callendar Street to Groff Avenue)	\$4,000	\$4,000	\$4,000		\$4,240	1,688	2024	crack seal
	Calistoga Street Crack Seal (Ammons Lane to River Avenue)	\$5,000	\$5,000	\$5,000		\$5,300	1,831	2024	crack seal
	Callendar Street Crack Seal (Thompson Avenue to Groff Avenue)	\$4,000	\$4,000	\$4,000		\$4,240	1,676	2024	crack seal
	Train Street Reconstruction (Eldredge Avenue to Ammons Lane)**	\$7,000	\$7,000	\$7,000		\$7,420	2,917	2024	crack seal
	Skinner Way Reconstruction (Calistoga Street to Belfair Avenue)**	\$5,000	\$5,000	\$5,000		\$5,300	1,915	2024	crack seal
	Bowlin Avenue Reconstruction (Parker Lane to Leber Street)**	\$5,000	\$5,000	\$5,000		\$5,300	1,828	2024	crack seal
	Old Pioneer Way Reconstruction (North of Chief Emmons Lane)**	\$7,000	\$7,000	\$7,000		\$7,420	2,842	2024	crack seal
	Corrin Avenue Overlay (South of Harman Way)**	\$5,000	\$5,000	\$5,000		\$5,300	2,060	2024	crack seal
	Brown Street and Brown Way Overlay**	\$7,000	\$7,000	\$7,000		\$7,420	2,983	2024	crack seal
	Washington Avenue Overlay (South of Bridge Street)**	\$8,000	\$8,000	\$8,000		\$8,480	3,330	2024	crack seal
	Curb Ramps	\$40,000	\$50,000	\$10,000	\$40,000	\$10,600		2024	Pedestrian
	Olive Street Chip Seal	\$10,000	\$12,500	\$9,375	\$3,125	\$10,219	749	2025	chip seal
	Whitehawk Boulevard Chip Seal (Washington Avenue to Orting Avenue)	\$74,000	\$92,500	\$69,375	\$23,125	\$75,619	5,617	2025	chip seal
	Calistoga Street Chip Seal (Kansas Street to Corrin Avenue)	\$55,000	\$68,750	\$51,563	\$17,188	\$56,203	4,222	2025	chip seal
	Curb Ramps	\$40,000	\$50,000	\$10,000	\$40,000	\$10,900		2025	Pedestrian
4	Eldredge Avenue Overlay (Whitesell Street to Calistoga Street)	\$90,000	\$112,500	\$56,250	\$56,250	\$63,000	1.99	2026	overlay
	Tacoma Avenue Chip Seal	\$24,000	\$30,000	\$22,500	\$7,500	\$25,200	1,770	2026	chip seal
	Corrin Avenue Overlay (Whitesell Street to Bridge Street)	\$179,000	\$223,750	\$111,875	\$111,875	\$125,300	3,986	2026	overlay
	Curb Ramps	\$40,000	\$50,000	\$10,000	\$40,000	\$11,200		2026	Pedestrian
	Skinner Way Reconstruction (Calistoga Street to Belfair Avenue)**	\$273,000	\$409,500	\$81,900	\$327,600	\$94,185	1,915	2027	Reconstruction
	Anderson Street Overlay (Williams Street to Boatman Avenue)	\$99,000	\$123,750	\$61,875	\$61,875	\$71,156	2,203	2027	overlay
	Curb Ramps	\$40,000	\$50,000	\$10,000	\$40,000	\$11,500		2027	Pedestrian
	Deeded Lane (Calistoga Street to Eldredge Avenue)	\$145,000	\$181,250	\$90,625	\$90,625	\$106,938	3,216	2028	overlay
	Orting Avenue (Callendar Street to Whitehawk Boulevard)	\$61,000	\$76,250	\$38,125	\$38,125	\$44,988	1,358	2028	overlay
	Curb Ramps	\$40,000	\$50,000	\$10,000	\$40,000	\$11,800		2028	Pedestrian
	Corrin Avenue Overlay (South of Harman Way)**	\$93,000	\$116,250	\$58,125	\$58,125	\$70,331	2,060	2029	overlay
	Stone Street Chip Seal (Headley Avenue to Mellinger Avenue)	\$13,000	\$16,250	\$12,188	\$4,063	\$14,747	982	2029	chip seal
	Eldredge Avenue Chip Seal (Calistoga Street to Kansas Street)	\$44,000	\$55,000	\$41,250	\$13,750	\$49,913	3,313	2029	chip seal
	Curb Ramps	\$40,000	\$50,000	\$10,000	\$40,000	\$12,100		2029	Pedestrian
	Train Street Reconstruction (Eldredge Avenue to Ammons Lane)**	\$415,000	\$622,500	\$124,500	\$498,000	\$154,380	2,917	2030	Reconstruction
	Curb Ramps	\$40,000	\$50,000	\$10,000	\$40,000	\$12,400		2030	Pedestrian
	Bowlin Avenue Reconstruction (Parker Lane to Leber Street)**	\$260,000	\$390,000	\$78,000	\$312,000	\$99,060	1,828	2031	Reconstruction
	Curb Ramps	\$40,000	\$50,000	\$10,000	\$40,000	\$12,700		2031	Pedestrian
	Washington Avenue (South of Bridge Street)**	\$150,000	\$187,500	\$93,750	\$93,750	\$121,875	3,330	2032	overlay
	Curb Ramps	\$40,000	\$50,000	\$10,000	\$40,000	\$13,000		2032	Pedestrian
	Brown Street and Brown Way**	\$134,000	\$167,500	\$83,750	\$83,750	\$111,388	2,983	2033	overlay
	Curb Ramps	\$40,000	\$50,000	\$10,000	\$40,000	\$13,300		2033	Pedestrian
	Ammons Lane (Leber Street to River Avenue)	\$135,000	\$168,750	\$84,375	\$84,375	\$114,750	2,994	2034	overlay
	Curb Ramps	\$40,000	\$50,000	\$10,000	\$40,000	\$13,600		2034	Pedestrian
	Old Pioneer Way Reconstruction (North of Chief Emmons Lane)**	\$404,000	\$606,000	\$121,200	\$484,800	\$168,468	2,842	2035	Reconstruction



**City of Orting
Council Agenda Summary Sheet**

	Agenda Bill #	Recommending Committee	Study Session Dates	Regular Meeting Dates	
Subject: Public Works Goals	AB24-45	Public Works			
		5.1.24			
		6.5.24			
	Department:		Council		
	Date Submitted:		4.25.2024		
Cost of Item:		N/A			
Amount Budgeted:		N/A			
Unexpended Balance:		N/A			
Bars #:		N/A			
Timeline:		None			
Submitted By:		Scott Larson			
Fiscal Note: None					
Attachments: Goals Sheet from Goals Meeting					
SUMMARY STATEMENT: Goals Identified for Public Works					
<p>3. SCADA and Telemetry Master Plan – Over the last year there has been a desire on the part of staff and council to address the city’s aging SCADA and Telemetry infrastructure.</p> <p>10. WWTP Process & Procedure Audit*</p> <p>*Staff clarified this goal with DM Gunther, and he indicated that he had intended this to be a review of our water system’s regulatory compliance. The Public Works committee will have to decide how it wants to implement this goal.</p>					
RECOMMENDED ACTION: <u>Action:</u>					
Clarify Goals Assigned to Public Works for Study Session.					
FUTURE MOTION: <u>Motion:</u>					
TBD.					

1. Criminal Code Update – Conduct an administrative review of Orting Municipal Code Title 6— Police Regulations to purge repealed statutes, update recently modified statutes, and add or adopt newly enacted criminal laws by reference to ensure consistency between municipal code and state statutes so Officers and prosecutors have the needed jurisdiction and enforcement authority via Orting Municipal Court. **(PS)**
2. PD Staffing – There has been council discussion regarding staffing levels. What is council’s goal regarding public safety staffing? **(PS)**

Task for this item may include:

- a. Conduct a review of operations, staffing, and current call volume. Benchmark the city against other similarly situated cities in Washington. Identify any current gaps in service delivery.
 - b. Establish metrics to determine staffing needs including officers, support staff, and command staff.
 - c. If there is a desire to change staffing, establish long term mechanisms to pay for staffing.
 - d. Establish supply side resources to bring additional staffing into the department.
3. SCADA and Telemetry Master Plan – Over the last year there has been a desire on the part of staff and council to address the city’s aging SCADA and Telemetry infrastructure. **(PW)**

Tasks for this item may include:

- a. Establish a set of project outcomes and goals.
 - b. Come up with a mechanism to prioritize system needs.
 - c. Allocate additional budgetary resources, if needed, to carry out policy goals.
4. New Council Packet - Compile a new councilmember orientation packet that will give newly elected Councilmembers a tool to use to familiarize themselves with how the City of Orting functions. **(CGA)**

Topics of this resource may include:

- a. Duties of Council, Deputy Mayor, staff, and administration.
- b. Staff structure and responsibilities.
- c. Council committees.
- d. Council rules.
- e. Regular Meetings, Special Meetings, and Study Sessions.
- f. Ordinances and Resolutions.

- g. Resources for elected officials and information regarding conferences and peer engagement.
- 5. Development Permit Process – Review, clarify, and align the city’s development permitting process and appeal process for titles related to land use. Updates to this code will require Planning Commission public hearing and recommendation. **(CGA)**
- 6. Whitehawk/Gratzer Park Master Plan – Similar to the Main Park Master Plan. Plan will need to incorporate Whitehawk Boulevard project into alternatives. **(CGA)**

Tasks for this item may include:

- a. Having CGA and Council establish a vision and broad project outcomes for Whitehawk/Gratzer Park.
 - b. Hire a consultant based on council’s vision and project outcomes.
 - c. Work through alternatives and seek public engagement.
 - d. Adopt a final plan
- 7. Youth Advisory Board – The City of Orting aims to establish a youth advisory board of high school students to advise on city events and activities. Participants will work with the Parks and Recreation Department, volunteering for and planning major events, and suggesting classes for community engagement. **(CGA)**
- 8. Downtown Revitalization and Economic Development – The city’s downtown core is constrained by existing development. The purpose of this goal would be to examine strategies to continue the work completed in the Main Park Master Plan to the other side of the street, provide cohesive development and create incentives for new businesses and redevelopment of existing structures.

(ad hoc)

Tasks for this item may include:

- a. Establish a vision of what we want our downtown to look like through evaluation of existing zoning, ADR’s, Main Park Master Plan, parking, and current business and property owners.
 - b. Engage the public through a survey and outreach process to determine what types of small-scale businesses the city should focus on recruiting.
 - c. Evaluate existing commercial structures and determine adequacy for commercial goals.
 - d. Investigate different financing options like tax increment financing and LID’s to provide desired and needed improvements.

9. Council professional development – Establish goals for ongoing training and development opportunities for council members. **(CGA)**
10. WWTP Process & Procedure Audit **(PW)**
11. Integrated dashboard/nexus software **(ad hoc)**



**City Of Orting
Council Agenda Summary Sheet**

	Agenda Bill #	Recommending Committee	Study Session Dates	Regular Meeting Dates
Subject: Updated Water System Plan Scope and Budget	AB24-XXX	Public Works		
		6/5/2024	6/12/2024	6/26/2024
	Department:	Public Works Department		
	Date Submitted:	5/29/2024		
Cost of Item:	\$287,655.00			
Amount Budgeted:	\$131,390.00			
Unexpended Balance:	\$156,265.00			
Bars #:	Rate Study - 534 10 41 040, SCADA - 594 34 63 062			
Timeline:	ASAP			
Submitted By:	Ryan McBee, Acting Public Works Director			
Fiscal Note: The additional 2024 funding will come from several budget line items not planned to be fully executed this fiscal year (\$20,400 from 2024 Rate Study to be done in 2025, and \$135,865 from SCADA (\$314,135 remaining from \$450,000 budget) and isn't anticipated to impact overall fund budget.				
Attachments: Revised Water System Plan Scope (April 2024) and Budget. Agenda Bill AB23-106, Original Water System Plan Scope and Budget (Sept 2023) with Staff Comments (in red).				
<p>On Oct 25, 2023, the Council approved the original scope and budget for developing Orting's Water System Plan (WSP) to comply with DOH and Growth Management Act regulations. However, staff recognized in March 2024 that the original scope was less detailed and focused on an update of the existing plan vs. a comprehensive update. In order to meet regulatory requirements and support system operations and improvements for the next 6 to 20 years, staff is requesting a comprehensive Water System Plan Update. Additionally, the Council adopted a 2024 goal to audit the water system, prompting detailed scope revisions.</p> <p>Proposal: Additional funding from within the 2024 Water Budget is needed to complete the inventory, analysis, and documentation. The proposed increase ensures compliance with regulations, Orting Municipal Code, and informs future rate studies and budget cycles. It also supports departmental Asset Management Principles to guide daily operations for long-term system health.</p> <p>Scope and Budget Updates:</p> <ol style="list-style-type: none"> Inventory and Analysis: Developers will conduct detailed inspections, condition assessments, and data collection for each asset element (Telemetry, Mechanical, Electrical, Structural), meeting regulatory requirements. 				

2. **System Deficiencies:** Identification and addressing of system shortcomings, integrating expert assessments for long-term system health.
3. **Operation and Maintenance Program:** Incorporation of hydraulic modeling into the Operation and Maintenance Program development, supporting asset management goals and recurring maintenance programs.
4. **Improvement Program:** Enhancement of the Improvement Program with 15% design plans and budget estimates (+50/-30%) for future planning and budget cycles, ensuring accurate projections for rate studies.

Conclusion: Reallocation of funding is vital to completing Orting's Water System Plan update, meeting regulations and municipal code. This investment ensures safe, reliable water provision to residents, fulfilling legal obligations and supporting long-term system health.

RECOMMENDED ACTION:

Move to Regular Meeting on June 12, 2024 for approval as a consent agenda item to reallocate existing budget line items within the water fund to support the council Water Audit goal and implement a detail Asset Management program for the system.

FUTURE MOTION:

To approve the Updated Water System Plan Scope and Budget not to exceed \$287,655.00 thru Parametrix Engineering services from existing budget line items above.

Updated 26 Mar 2024 by Ryan McBee, Public Works Superintendent

SCOPE OF SERVICES

City of Orting
2024 Water System Plan Update

INTRODUCTION

Group A water systems are required to submit updated plans to the Washington State Department of Health (DOH) for review and approval on a six-year rotating basis per Washington Administrative Code Section 246-290. The City of Orting’s (City’s) most recent Water System Plan (WSP) was approved in 2009 and expired in 2015.

A Pre-Plan Meeting with DOH was conducted on August 30, 2023 in preparation of the City’s 2024 WSP Update. At the meeting, DOH identified specific topics of interest and discussed required elements of the City’s 2024 WSP Update. This scope of work (SOW) describes the anticipated services to be provided by Parametrix to update the City’s WSP.

This document is organized as follows:

- Exhibit A: Scope of Services
- Exhibit B: Rates and Project Fee Estimate

SCOPE WORK BREAKDOWN STRUCTURE

Work Breakdown Summary:

- Task 01 Project Management and Quality Control
- Task 02 Data Collection and Review
- Task 03 Water Demand Forecast
- Task 04 System Analysis
- Task 05 Water Use Efficiency (Conservation Program Review)
- Task 06 Water Reuse Analysis
- Task 07 Capital Improvement Plan and Financial Review
- Task 08 Prepare WSP Update
- Task 09 SEPA Checklist and Agency Coordination

GENERAL ASSUMPTIONS

The following assumptions apply to this entire SOW. Any deviations from these assumptions may require an amendment to the portion of the SOW and budget that is impacted by changes:

- Notice to Proceed is anticipated to be received in October 2023. Duration of this project is anticipated to be approximately 12 months.
- The Pre-Plan meeting defines minimum effort to update the City’s WSP and the corresponding budget is an estimate of the level of effort required to incorporate the revisions into the City’s current plan as documented in the meeting minutes and to submit to DOH for review.

TASK 01 – PROJECT MANAGEMENT AND QUALITY CONTROL

Objective

Task 01 provides tracking scope, schedule, and budget for the project; overseeing project administration (filing, invoicing, etc.); coordination and communication with the City; and ensuring that Parametrix properly implements quality assurance/quality control (QA/QC) procedures over the duration of this project.

Subtask 01.1 – Project Management

Subtask 01.1 includes routine internal project management to document project information, the District and Parametrix roles and responsibilities, project summary cost and schedule, and change log, as well as internal project coordination meetings. Additionally, project budget will be tracked using Parametrix in-house tools to verify that progress is keeping pace with spending.

Subtask 01.2 – Invoice and Progress Reports

Subtask 01.2 includes preparing monthly progress reports to accompany each monthly invoice. Progress reports will include a narrative of work completed, anticipated work for the next period, and a description of issues affecting project progress and proposed resolutions if necessary.

Subtask 01.3 – Correspondence and Coordination with the City

Subtask 01.3 includes regular weekly or biweekly communication with the City’s project manager to discuss and review information and issues that may affect the progress of the work. Communication may include phone conversations, scheduled meetings, and electronic communication. Also included in Subtask 01.3 is one project kickoff meeting with City staff.

Task 01.4 – Perform and Manage Project QA/QC

Subtask 01.5 includes development of a QA/QC plan, time to perform quality assurance to verify quality checks have been completed and addressed, and time to review design as contract plans and specifications are being prepared. QA/QC will be performed to ensure that City comments have been thoroughly addressed and internal reviews have been completed prior to delivery of all work products to verify consistency with internal standards of practice and care.

Assumptions

- Project duration is 10 months.
- One project kickoff meeting will be attended in person by up to three Parametrix staff for up to 1.5 hours each.

- Budget assumes monthly meetings with the City Project Manager (PM) to be attended virtually by up to two Parametrix staff for up to 1.0 hour each during the duration of this project. These meetings will be documented within the WSP Update with an agenda and meeting summaries.
- Budget assumes monthly internal meetings to be attended virtually by up to four Parametrix staff for up to 0.5 hour each.

Deliverables

- Project Schedule (in PDF file format).
- Monthly progress reports enclosed with invoices (in PDF file format).

TASK 02 – DATA COLLECTION AND REVIEW

Objective

Task 02 provides collecting relevant background information, including plans, agreements, studies, demand data, production data, financing, and other relevant system data to be used in preparation of the WSP Update. The Consultant Team will provide a comprehensive written request for information (RFI) list to the City for documents to be used in preparation of the WSP Update.

Budget includes time for coordination to request information from local jurisdictions to obtain background information from local municipalities, adjacent purveyors, or regulatory agencies, such as growth projections from Puget Sound Regional Council (PSRC) and comprehensive plans.

Assumptions

- Documents will be obtained primarily from the City.
- The Consultant Team will provide a comprehensive written RFI list to be delivered to the City prior to and reviewed at the project kickoff meeting.
- Up to two RFIs will be prepared and provided to the City.

Deliverables

- RFI list (in PDF file format).

TASK 03 – PLANNING DATA

Objective

Task 03 provides performing a demand analysis and in compliance with DOH requirements defined in WAC 246-290-100 and in the Municipal Water Law.

Subtask 03.1 – Compatibility with Local Plans

Subtask 03.1 includes conducting a review and providing a summary of local planning documents within the City's Water System Plan Update, including the Growth Management Act, City of Tacoma, and Valley Water District, as required for consistency from local planning from DOH.

Subtask 03.2 – Water Demand Analysis

Subtask 03.2 includes conducting a population growth rate projections based on current and available PSRC long-range, small area forecast products and a demand analysis through a review of meter records for January 2015 through December 2022. Existing average day demand and peak day demand will be determined for each service type in the City’s database. Anticipated growth projections and comparison to historical system growth will be used to forecast future system average and peak day demand. Instantaneous demand will be calculated using a peaking factor. Growth projections for 6-year, 12-year, and 20-year will be determined and demand projections with and without expected efficiency savings will be determined.

Subtask 03.3 – Water Right Analysis

Subtask 03.3 includes performing a water rights analysis in which water demand forecasts (see Subtask 3.2) will be compared to the City’s confirmed water rights. As required by the Municipal Water Law, water rights will also be evaluated considering water reuse and water conservation measures. Water conservation and reuse analyses are included in Tasks 05 and 06, respectively. Results of the water rights analysis will be documented in a Water Right Self-Assessment Form to be included with the Water System Plan Update.

Assumptions

- Growth projections will be based on growth rates obtained from Puget Sound Regional Council. This information is assumed to be readily available.
- The 2017 Water Right Self-Assessment Form will be included as an appendix to the WSP Update.
- A planning projection of 12-years is necessary to get a full 10-year approval of the WSP.

TASK 04 – SYSTEM ANALYSIS

Task 04 provides performing a source of supply analysis in compliance of DOH requirements in WAC 246-290-100 and a storage analysis as outlined in DOH guidelines provided in the Water System Design Manual (June 2020).

Subtask 04.1 – Source of Supply Analysis

Subtask 04.1 includes evaluating the City’s water supply resources with respect to water right status, water demand forecast (see Task 03), source and equipment capacity, and system reliability. The evaluation will be linked to the water conservation and reuse analyses included in Tasks 05 and 06, respectively. The analysis will identify source of supply deficiencies, if any, of the existing and anticipated future system. Source improvements will be recommended as part of Subtask 04.5. The existing Water Shortage Response Plan and Wellhead Protection Plan will be reviewed and updated, if necessary.

Subtask 04.2 – Storage Analysis

Subtask 04.2 includes performing a storage analysis and calculating the minimum required equalization, standby, and fire flow storage using DOH methodology. The calculated storage requirements will then be compared to the existing storage facilities, including both volume and elevation, to considered usable storage. The analysis will identify storage deficiencies, if any, of the existing and anticipated future system. Storage improvements will be recommended as part of Subtask 04.5.

Subtask 04.3 – Water Quality Analysis

Subtask 04.3 includes evaluating the City’s existing water quality monitoring plans and results of recent water quality sample analyses to ensure compliance with WAC 246-290-300. Revise the water quality chapter within the WSP in accordance with established State Advisory Levels (SALs) for PFAS substances, as well as monitoring requirements and required public actions for systems that detect PFAS above the SALs.

Results of sample analyses for bacteria, inorganic compounds, lead and copper, nitrate and nitrite, synthetic organic compounds, volatile organic compounds, asbestos, radionuclides, disinfection by-products, and trihalomethanes will be reviewed and compared to state water quality standards. A sampling schedule will be developed for all required water quality monitoring over the next six-year period.

Subtask 04.4 – Asset Inventory and Data Collection

Subtask 04.4 includes establishing an asset inventory that includes at least five of the following: list of water system assets, age of assets, expected life of the assets, replacement cost of assets, level of service, and criticality. This section will summarize asset categories in order of most limiting factor. Budget includes up to two meetings with City staff.

This should include all electrical, communication, telemetry, SCADA, I/O Devices, PC's, MCCs, ect..to include remaining service life. See attached BLDR Report using RS Means Components formatting and Uniformat Code II for all assets. This will help with transitioning into new work management software in the next year. This would include tag names for hydrants linked to geobase data layer.

Subtask 04.4 – System Analysis

Include a full written telemetry and controls logic break down similar to attachment by source location and overall system design.

Subtask 04.4 includes reviewing the City’s existing hydraulic model to determine if new infrastructure is adequately reflected in the model. The system analysis will include running scenarios for the current, 6-year, 12-year, and 20-year growth projections established in Subtask 03.2. The updated model will be used to evaluate system performance and establish design criteria for improvements based upon fireflow, pressure, headloss, and velocities noted in the system.

This should include flow testing data and geobase (Esri) layer syncing and validating system valves, hydrants, lines, ect...Without doing this the hydraulic model will not be functional enough to create a few other products. Those are unidirectional flushing plans for all source operational characteristics (1, 2, 3, 4 sources running) and what valves close to achieve a 5-7 ft per second velocity at the hydrants during flushing.

Subtask 04.5 – Recommend System Improvements

Subtask 04.5 includes identifying and selecting recommended system improvements to be included in a Capital Improvement Plan (CIP), see Subtask 07.1. Recommended system improvements will be selected based upon the deficiencies identified in Subtask 04.4, a status review of the CIP developed for the 2015 WSP and yearly CIP updated by the City, and suggestions provided by City Staff.

Well 2 complete rehab and filter install (full workup as if new well was going in).

Recommended system improvements will be prioritized and developed into a CIP in Subtask 07.1.

Assumptions

- The Water Shortage Response Plan and Wellhead Protection plan will be included as an appendix to the WSP Update.
- The Department of Health Asset Inventory Worksheet will be completed and included as an appendix to the WSP Update. *See attached BLDR example from the US Air Force Bldr Data using uniformat II code and RS Means estimates (or real \$).*

TASK 05 – WATER USE EFFICIENCY AND RESOURCE ANALYSIS

Objective

Task 05 provides evaluating the City's previous water conservation program and identifying potential reclaimed water users using a checklist developed by DOH to help purveyors meet the requirements of the Municipal Water Law to comply with DOH and Municipal Water Law requirements.

Subtask 05.1 – Evaluate Current Conservation Program and Quantify Results

Subtask 05.1 includes reviewing the City's expenditure records, **rate structure**, measurement of distribution system leakage, and leakage detection efforts to evaluate the water conservation program. In addition to measurement of distribution system leakage, effectiveness of the existing conservation measures will be quantified using results of the water demand analysis. The water demand analysis (Subtask 03.2) will be used to calculate average residential demand. The existing demand will be compared to average residential demand when the water conservation program was first initiated in 1992. Results of the conservation program will be compared to conservation goals stated in the 2015 WSP Update.

Depending on the effectiveness on ongoing measures, additional conservation measures (see Task 5.2) may be recommended to meet DOH and **Municipal Water Law requirements**.

Subtask 05.2 – Recommend Additional Conservation Measures

Subtask 05.2 includes reviewing the potential internal and external measures already identified in the existing Water Conservation Plan to identify additional measures that could effectively contribute to water savings. If ongoing conservation measures are not sufficient to meet conservation goals, **no further research is anticipated**.

Subtask 05.03 – Water Reuse Analysis

Subtask 05.03 includes complying with the requirements of the Municipal Water Law, Parametrix will also document that reclaimed water is not available in the vicinity of the City's service area, but may within the next 6-10 years, should the City add this capability to the wastewater treatment plant. If available, reclaimed water studies performed by adjacent purveyors will be cited. A brief feasibility analysis will compare the estimated cost of construction and operation of a **reclaimed water facility to the** City's available capital and personnel resources.

Assumptions

- With the City's assistance, records of customer water use will be reviewed to identify potential reclaimed water users in the categories listed in the DOH checklist.
- **Annual water savings will be estimated based upon reasonable assumptions.**

TASK 06 – OPERATION AND MAINTENANCE (O&M) PROGRAM

Objective

Task 06 provides evaluating the City's O&M activities and requirements. This includes reviewing and providing revisions, if necessary, to the City's O&M Program, to include the organization's structure and responsibilities; operating permits; operator certification; system operation, control, and maintenance; record keeping and reporting; and complaint response. The City's cross-connection control program and summary of O&M deficiencies will also be reviewed.

Any identified Best Management Practices? Suggested Staff Sizing like a shared Maintenance guy between water/sewer for grounds maintenance.

SCOPE OF WORK (continued)

hydrants). Validate current locations of valves for the hydro...model/function. 6" minimum mains system wide where practical.

TASK 07 – CAPITAL IMPROVEMENT PLAN AND FINANCIAL ANALYSIS

Objective

Task 07 provides developing cost estimates and an implementation schedule for recommended system improvements, as well as summarizing the City's system income and expenses.

Subtask 07.1 – Develop Capital Improvement Plan

Short/Mid/Long term range plans for valves and hydrants, soources, tanks, distro sys, meters, piping, tank lining and inspections, SCADA/Telemetry, HMI. Include service recommendation for SCADA/Telemetry maintenance program (to be used in a future SCADA MAster Plan for all systems). This will be used during budget/rate studies.

Subtask 07.1 includes prioritizing recommended improvements, as identified in Subtask 04.5, into 6-, 10-, and 20-year implementation schedules based upon the significance of the need/deficiency, anticipated timing of growth, complexity of the improvement, and availability of improvement funding. Projects of higher priority, i.e., projects that address current system needs, will be scheduled for implementation within the 6- or 10- year planning horizons. Projects that serve anticipated future needs or are less critical to the system operation, will be scheduled for implementation within the 20-year planning horizon. Planning level cost estimates for recommended improvements will be developed based on historic construction costs modified for the preset dollar value, sales tax, and potential engineering fees and contingencies.

Subtask 07.2 – Financial Review

Subtask 07.2 includes using City revenue, expense records, and the City's recent rate study, conducted by Baker Tilly in 2019, to develop financial projections to assess the financial viability of the system. Revenue projections will consider revenue from existing connections and anticipated growth. Expense projections will consider existing maintenance and operation expenses, expenses for anticipated growth, and construction costs identified in the Capital Improvement Program (see Task 7.1).

Assumptions

- Planning-level cost estimates will be prepared to the Advancement of Cost Engineering (ACE) Class 5 estimate standards. Typical accuracy for ACE Class 5 estimates ranges from -30 percent to +100 percent depending on the technological complexity of the project, appropriate reference information, and inclusion of an appropriate contingency determination.

TASK 08 – PREPARE WSP UPDATE

Objective

Task 08 provides producing a draft version of the WSP Update to submit for City and DOH review, as well as one final draft for the City.

Subtask 08.1 – Draft WSP Update

The draft WSP Update will include all information necessary for compliance with DOH and WAC requirements and reflect the requirements noted in the Pre-Plan Meeting with DOH conducted on August 20, 2023 in preparation of the City's WSP Update. The analyses and information presented in the draft WSP Update will be reviewed using the QA/QC Plan established in Subtask 01.4 prior to City review. City review comments will be incorporated in the draft document submitted to DOH for review. A completed DOH checklist identifying sections where items are included in the draft WSP Update will also be submitted to DOH.

Task 08.2 – Final WSP Update

Subtask 08.2 includes a final WSP Update to be provided to the City that will reflect addressed comments, questions, and revisions, if any, per DOH review comment

Assumptions

- Up to twenty ~~(20)~~⁴⁰ figures, maps, and graphics will be prepared for inclusion in the WSP Update. Should additional figures, maps, or graphics be required for inclusion in the WSP, a budget amendment may be needed at the direction of the City. *does this include all spreadsheets or databases created?*
- Existing client AutoCAD files will be used as the base map for generating maps and graphics. Other figures will primarily be generated using Microsoft Excel software. *include ESRI GIS Data updates*
- City review of the draft WSP Update will be ~~21~~³⁰ calendar days. *30 days to allow for public works committee and study session feedback*
- DOH review of the draft WSP Update will include one round of review and comments. The initial review of the draft WSP Update will be 90 calendar days. The second review of the WSP Update will be 30 calendar days.
- Parametrix will produce one (1) electronic copy of the draft WSP to DOH and Pierce County for review. DOH and Pierce County review of the draft WSP is concurrent.
- Time to review and address comments provided by DOH has been reflected in this SOW based on the discussions at the Pre-Plan Meeting. Should these comments be substantial in nature, a budget amendment may be required to sufficiently respond and receive formal approval from DOH.
- Parametrix will produce one (1) electronic copy of the Final WSP and one (1) hardcopy of the Final WSP to the City.

Deliverables *This should include 9.2 agency Coordination line item covering WSP Update to Council and comments below.*

- Draft and Final WSP Update (in Word, PDF, and Hardcopy Format).
- Associated WSP Files (in Excel and AutoCAD File Format). *include ESRI GIS Data updates, fully functioning and adjustable hydraulic model for city staff to use and is updatable with new flow data and future project upgrades. Model must be updatable at the conclusion of all system upgrade projects.*
word, pdf, ect... anything used for the WSP

TASK 09 – SEPA CHECKLIST AND AGENCY COORDINATION

Objective

Task 09 provides preparing an Environmental Checklist in compliance with the State Environmental Policy Act (SEPA), as required by WAC 246-290-100 and WAC 197-11-960, and coordinating with regional agencies for WSP Update requirements.

Subtask 09.1 – SEPA Checklist

Subtask 09.1 includes preparing a SEPA Environmental Checklist will be completed for recommended system improvements identified in Subtask 04.5. The recommended improvements will be evaluated for their potential to impact environmental elements, such as earth, air, water, plants, and animals, etc.

Subtask 09.2 – Agency Coordination

Objective

Task ~~10~~^{09.2} includes coordinating with DOH to submit the Draft WSP Update and SEPA Checklist, receipt of review comments, and estimating of level of effort to complete revisions to the draft for submitting the Final WSP Update. This task also includes coordinating with adjacent water purveyors regarding service area agreements and signed consistency statements from the City planner and Pierce County.

Project staff will communicate with the DOH contact for the project by e-mail, phone, and/or written correspondence. Regular coordination throughout the project duration is anticipated for status updates and clarification of WSP Update requirements.

Assumptions

- DOH will act as the lead agency for evaluating the SEPA Checklist.
- A draft version of the SEPA Checklist will be submitted with the Draft WSP Update.
- A Determination of Non-Significance (DNS) will be issued for the WSP Update.
- The completed SEPA checklist will be included as an appendix to the Water System Plan Update.
- The WSP Update will be discussed at one City of Orting Council Meeting prior to submittal to DOH for Review. It is assumed that presentation of the proposed changes to the WSP Update at this meeting is sufficient to meet WAC requirements for the community informational meeting. The meeting will be documented in the WSP Update with copies of the agenda and meeting minutes.
- Budget assumes attendance of once City Council Meeting to be attended in person by up to two Parametrix staff for up to two hour each.

Include WSP Presentation for city council and public. Must highlight major changes and updates vs old plan in bullet form (clear and concise) and future projects over time.

Deliverables

- Draft and Final SEPA Checklist (in PDF file format).

BUDGET

The budget for this SOW is included as Exhibit B. This budget is reflective of this SOW, known information, and previous experience regarding level of effort on similar projects.

REFERENCES

Baker Tilly Municipal Advisers, LLC (Baker Tilly). October 2019. Orting, Washington: Water, Sanitary Sewer and Stormwater Rate Study. Baker Tilly: St. Paul, MN.

DOH (Washington State Department of Health). June 2020. Water System Design Manual (Pub No. 331-123). Available at <https://doh.wa.gov/sites/default/files/2022-02/331-123.pdf?uid=64d2b0d44b95f>.

WAC (Washington Administrative Code) 197-11-960. 2022. Available at <https://app.leg.wa.gov/wac/default.aspx?cite=197-11-960>.

WAC 246-290. 2022. Available at <https://apps.leg.wa.gov/wac/default.aspx?cite=246-290>.

WAC 246-290-100. 2022. Available at <https://app.leg.wa.gov/WAC/default.aspx?cite=246-290-100>.

SCOPE OF WORK (continued)

WAC 246-290-110. 2008. Available at <https://app.leg.wa.gov/wac/default.aspx?cite=246-290-110>.

WAC 246-290-300. 2022. Available at <https://app.leg.wa.gov/WAC/default.aspx?cite=246-290-300>.

Exhibit B - Rates and Project Fee Estimate
City of Orting
2024 Water System Plan Update

					Hungerford, JC	Whittaker, April	Crackenberger, Sa	Orama, Mari	Moss, Brandon	Dye, Tabatha	Cooper, Ryan	Lucas, Amanda
					PIC/QC	Sr PC Spec.	Sr Proj Acct	Planning Lead	Modeling/GIS	Planner	Support	Pubs
					Divison Manager	Sr. Project Control Specialist	Senior Project Accountant	Senior Engineer	Engineer IV	Engineer III	Engineer I	Publications Supervisor
Burdened Rates:					\$225.00	\$150.00	\$135.00	\$210.00	\$190.00	\$150.00	\$125.00	\$145.00
Phase	Task	Description	Labor Hours	Labor Dollars								
			790	\$130,690.00	90	12	6	158	82	162	284	34
1		Project Management & Quality Control	118	\$23,300.00	46	12	6	34	6	6	0	8
	1.1	Project Management	22	\$4,390.00	6			8	4	4		
	1.2	Invoice and Progress Reports	36	\$6,480.00	6	12	6	12				
	1.3	Correspondence and Coordination with the City	36	\$7,350.00	14			14	2	2		4
	1.4	Perform and Manage Project QA/QC	24	\$5,080.00	20							4
2		Data Collection and Review	34	\$4,815.00	1	0	0	1	2	10	20	0
	2.1	Information Collection	34	\$4,815.00	1			1	2	10	20	
3		Planning Data	18	\$2,720.00	2	0	0	2	0	4	10	0
	3.1	Compatibility with Local Plans	10	\$1,360.00				1		1	8	
	3.3	Demand Analysis	42	\$6,140.00	2			4		14	22	
	3.2	Water Right Analysis	18	\$2,720.00	2			2		4	10	
4		System Analysis	265	\$42,495.00	15	0	0	40	48	54	108	0
	4.1	Source of Supply Analysis	17	\$2,495.00	1			2		4	10	
	4.2	Storage Analysis	23	\$3,245.00	1			2		4	16	
	4.3	Water Quality Analysis	23	\$3,245.00	1			2		4	16	
	4.4	Asset Inventory	44	\$7,000.00	4			10		10	20	
	4.5	System Analysis	94	\$15,910.00	4			12	36	16	26	
	4.6	Recommended System Improvements	64	\$10,600.00	4			12	12	16	20	
5		Water Use Efficiency and Resource Analysis	33	\$4,880.00	4	0	0	9	0	20	38	0
	5.1	Evaluate Current Conservation Program and Quantify Results	21	\$3,095.00	1			2		8	10	
	5.2	Recommend Additional Conservation Measures	12	\$1,785.00	1			1		4	6	
	5.3	Water Reuse Analysis	7	\$1,025.00	1					2	4	

Exhibit B - Rates and Project Fee Estimate
City of Orting
2024 Water System Plan Update

					Hungerford, JC	Whittaker, April	Crackenberger, Sa	Orama, Mari	Moss, Brandon	Dye, Tabatha	Cooper, Ryan	Lucas, Amanda
					PIC/QC	Sr PC Spec.	Sr Proj Acct	Planning Lead	Modeling/GIS	Planner	Support	Pubs
					Divison Manager	Sr. Project Control Specialist	Senior Project Accountant	Senior Engineer	Engineer IV	Engineer III	Engineer I	Publications Supervisor
Burdened Rates:					\$225.00	\$150.00	\$135.00	\$210.00	\$190.00	\$150.00	\$125.00	\$145.00
Phase	Task	Description	Labor Hours	Labor Dollars								
6		Operation and Maintenance (O&M) Program	38	\$5,660.00	2	0	0	6	0	8	22	0
	6.1	O&M Program	38	\$5,660.00	2			6		8	22	
7		Capital Improvement Plan and Financial Review	68	\$11,880.00	8	0	0	18	10	16	16	0
	7.1	Develop Capital Improvement Plan	46	\$7,680.00	4			8	10	8	16	
	7.2	Financial Review	22	\$4,200.00	4			10		8		
8		Prepare WSP Update	176	\$28,450.00	10	0	0	38	14	38	58	18
	8.1	Draft WSP Update	128	\$20,950.00	6			30	14	26	40	12
	8.2	Final WSP Update	48	\$7,500.00	4			8		12	18	6
9		SEPA Checklist and Agency Coordination	40	\$6,490.00	2	0	0	10	2	6	12	8
	9.1	SEPA Checklist	8	\$1,420.00				4				4
	9.2	Agency Coordination	32	\$5,070.00	2			6	2	6	12	4

Project Expenses \$700.00

Document Production \$700.00

Total Fee Estimate \$131,390.00

**City of Orting
2024 Water System Plan Update
Amendment 1**

Introduction

Group A water systems are required to submit updated plans to the Washington State Department of Health (DOH) for review and approval on a 6-year rotating basis per Washington Administrative Code (WAC) Section 246-290. The most recent Water System Plan (WSP) for the City of Orting (City) was approved in 2009 and expired in 2015.

A preplan meeting with DOH was conducted on August 30, 2023, in preparation for the City's 2024 WSP Update. At the meeting, DOH identified specific topics of interest and discussed required elements of the City's 2024 WSP Update. This scope of work (SOW) describes the additional anticipated services as Amendment 1 to be provided by Parametrix to update the City's WSP as requested by the City on March 26, 2024.

This document is organized as follows:

- Exhibit A: Scope of Services
- Exhibit B: Rates and Project Fee Estimate

Scope Work Breakdown Structure

Work Breakdown Summary:

- Task 01 Project Management and Quality Control
- Task 02 Data Collection and Review
- Task 03 Water Demand Forecast
- Task 04 System Analysis
- Task 05 Water Use Efficiency (Conservation Program Review)
- Task 06 Water Reuse Analysis
- Task 07 Capital Improvement Plan and Financial Review
- Task 08 Prepare WSP Update
- Task 09 SEPA Checklist and Agency Coordination

General Assumptions

The following assumptions apply to this entire SOW. Any deviations from these assumptions may require an amendment to the portion of the SOW and budget that is impacted by changes:

- The project duration is extended an additional 12 months, and the total duration of this project is anticipated to be approximately 24 months.
- The preplan meeting defined the minimum effort to update the City's WSP. A SOW and budget were established in September 2023 as an estimate of the level of effort required to

incorporate revisions into the City’s current plan, as documented in the meeting minutes, and to submit to DOH for review. This SOW and budget were approved by the City in October 2023.

- In March 2024, City staff expressed the desire to update the City’s WSP beyond the minimum effort as outlined by DOH and requested additional support by Parametrix, particularly data collection services in support of the City’s asset inventory efforts and additional hydraulic modeling assistance. This SOW and budget were established to outline these amended services.

Task 01 – Project Management and Quality Control

Objective

Task 01 provides tracking of the scope, schedule, and budget for the project; overseeing project administration (filing, invoicing, etc.); coordination and communication with the City; and ensuring that Parametrix properly implements quality assurance/quality control (QA/QC) procedures throughout this project. For this amendment, these services do not change but are extended to cover the project duration.

Subtask 01.1 – Project Management

Subtask 01.1 includes routine internal project management to document project information, project summary cost and schedule, and internal project coordination meetings. For this amendment, these services do not change.

Subtask 01.2 – Invoice and Progress Reports

Subtask 01.2 includes preparing monthly progress reports to accompany each monthly invoice. For this amendment, these services do not change.

Subtask 01.3 – Correspondence and Coordination with the City

Subtask 01.3 includes regular weekly or biweekly communication with the City’s project manager to discuss and review information and issues that may affect the progress of the work. For this amendment, these services do not change.

Task 01.4 – Perform and Manage Project QA/QC

Subtask 01.4 includes development of a QA/QC plan, time to perform quality assurance to verify quality checks have been completed and addressed, and time to review design as contract plans and specifications are being prepared. For this amendment, these services do not change.

Assumptions

- Project duration is extended 12 months.
- Budget assumes monthly meetings with the City project manager to be attended virtually by up to two Parametrix staff for up to 1 hour each during the duration of this project. These meetings will be documented within the WSP Update with an agenda and meeting summaries.

Deliverables

- Project schedule (in PDF file format).
- Monthly progress reports enclosed with invoices (in PDF file format).

Task 02 – Data Collection and Review

Objective

Task 02 provides collecting relevant background information, including plans, agreements, studies, demand data, production data, financing, and other relevant system data to be used in preparation for the WSP Update. For this amendment, these services do not change.

Assumptions

- Documents will be obtained primarily from the City.
- The consultant team will provide a written request for information (RFI) list to be delivered to the City.
- Up to two RFIs will be prepared and provided to the City.

Deliverables

- RFI list (in PDF file format).

Task 03 – Planning Data

Objective

Task 03 provides performing a demand analysis and is in compliance with DOH requirements defined in WAC 246-290-100 and in the municipal water law. For this amendment, these services do not change.

Subtask 03.1 – Compatibility with Local Plans

Subtask 03.1 includes conducting a review and providing a summary of local planning documents within the City’s Water System Plan Update. For this amendment, these services do not change.

Subtask 03.2 – Water Demand Analysis

Subtask 03.2 includes conducting a population growth rate projections based on current and available Puget Sound Regional Council long-range, small-area forecast products and a demand analysis. For this amendment, these services do not change.

Subtask 03.3 – Water Right Analysis

Subtask 03.3 includes performing a water rights analysis in which water demand forecasts (see Subtask 3.2) will be compared with the City’s confirmed water rights. For this amendment, these services do not change.

Task 04 – System Analysis

Task 04 provides performing a source of supply analysis in compliance of DOH requirements in WAC 246-290-100 and a storage analysis as outlined in DOH guidelines provided in the Water System Design Manual (DOH 2020). For this amendment, these services do not change and are amended as noted below.

Subtask 04.1 – Source of Supply Analysis

Subtask 04.1 includes evaluating the City’s water supply resources with respect to water rights status, water demand forecast (see Task 03), source and equipment capacity, and system reliability. For this amendment, these services do not change.

Subtask 04.2 – Storage Analysis

Subtask 04.2 includes performing a storage analysis and calculating the minimum required equalization, standby, and fire flow storage using DOH methodology. For this amendment, these services do not change.

Subtask 04.3 – Water Quality Analysis

Subtask 04.3 includes evaluating the City’s existing water quality monitoring plans and results of recent water quality sample analyses to ensure compliance with WAC 246-290-300. For this amendment, these services do not change.

Subtask 04.4 – Asset Inventory

Subtask 04.4 includes establishing an asset inventory that includes at least five of the following: a list of water system assets, age of assets, expected life of the assets, replacement cost of assets, level of service, and criticality.

Subtask 0.4.4 is amended to include providing field support as the City leads the condition assessment at each of the following sites:

- Well 1: Well, booster pump station, reservoir, chlorination system, and filtration system.
- Well 2: Well house, chlorination system, and pumps.
- Well 3: Well house, filtration system, chlorination system, and pumps.
- Well 4: North-end reservoir, well, booster pump station, flow control valve, chlorination system, and filtration system.
- Harman Springs: Springs collection system, on-site lift station, reservoir, and chlorination system.
- Wingate Springs: Springs collection system, lift station, reservoir, and chlorination system.

Parametrix will provide field support in the following disciplines:

- Electrical Engineering
- Mechanical Engineering
- Structural Engineering
- Supervisory Control and Data Acquisition (SCADA)/Telemetry

It is assumed that 2 days of up to 8 hours each plus travel will be spent at each of the sites listed above.

Following the site visits, Parametrix will provide a description and cost of up to 10 individual assets for each of the sites for a total of up to 60 individual assets. An individual asset shall be defined as a valve, flow meter, programmable logic controller, pump, reservoir hatch, etc.

Additionally, Parametrix will provide a written telemetry and controls logic description for each of the sites listed above. This will include the following at each site as applicable:

- Well and reservoir.
- Domestic booster pumps.
- High-flow pumps.
- Interties.
- Reservoir fill from the distribution system.
- Interlocks.
- Seasonal operations.
- Chlorine injection.

Subtask 04.5 – System Analysis

Subtask 04.5 includes reviewing the City’s existing hydraulic model to determine if new infrastructure is adequately reflected in the model.

Subtask 04.5 is amended to include utilizing the existing City of Orting GIS layers as a basis for updating the infrastructure in the model.

Subtask 04.6 – Recommend System Improvements

Subtask 04.6 includes identifying and selecting recommended system improvements to be included in a Capital Improvement Plan.

Subtask 04.6 is amended to include the recommendation of the rehabilitation and improvement of Well 2 and cost estimates for necessary treatment.

Assumptions

- Two days of up to 8 hours each plus travel will be spent at each of the sites listed above for a total of 20 hours per site. Up to four Parametrix consultant team members will attend the site visits.
- Cost estimates will be provided for up to 10 individual assets per site for up to 60 total individual assets.
- Parametrix will not be providing updates to the City GIS. If gaps are discovered, they will be communicated to the City.

Task 05 – Water Use Efficiency and Resource Analysis

Objective

Task 05 provides evaluating the City’s previous water conservation program and identifying potential reclaimed water users using a checklist developed by DOH to help purveyors meet the requirements of the municipal water law to comply with DOH and municipal water law requirements. For this amendment, these services do not change and are amended as noted below.

Subtask 05.1 – Evaluate Current Conservation Program and Quantify Results

Subtask 05.1 includes reviewing the City’s expenditure records, rate structure, measurement of distribution system leakage, and leakage detection efforts to evaluate the water conservation program. For this amendment, these services do not change.

Subtask 05.2 – Recommend Additional Conservation Measures

Subtask 05.2 includes reviewing the potential internal and external measures already identified in the existing Water Conservation Plan to identify additional measures that could effectively contribute to water savings.

Subtask 05.2 is amended to include limited research and recommendations if ongoing conservation measures are not sufficient to meet conservation goals.

Subtask 05.03 – Water Reuse Analysis

Subtask 05.03 includes documenting that reclaimed water is not available in the vicinity of the City’s service area but may be within the next 6 to 10 years should the City add this capability to the wastewater treatment plant. For this amendment, these services do not change.

Assumptions

- Annual water savings will be estimated based on trending seasonal water consumption data from the last 5 years and industry-accepted assumptions.

Task 06 – Operation and Maintenance (O&M) Program

Objective

Task 06 provides evaluating the City’s O&M activities and requirements.

Task 06 is amended to include reviewing the existing structure and responsibilities with Public Works staff in a 2-hour workshop attended by up to two consultant team members. The Water System Plan will include a summary of the existing organization as well as recommendations for additional staffing.

Task 07 – Capital Improvement Plan and Financial Analysis

Objective

Task 07 provides developing cost estimates and an implementation schedule for recommended system improvements as well as summarizing the City’s system income and expenses. For this amendment, these services do not change and are amended as noted below.

Subtask 07.1 – Develop Capital Improvement Plan

Subtask 07.1 includes prioritizing recommended improvements, as identified in Subtask 04.5, into 6-, 10-, and 20-year implementation schedules based on the significance of the need/deficiency, anticipated timing of growth, complexity of the improvement, and availability of improvement funding.

Subtask 07.1 is amended to include providing industry-adopted O&M and replacement schedules for City assets, such as valves, hydrants, mechanical, structural, and electrical components. This includes recommendations for software and hardware updates for the SCADA/telemetry system.

Subtask 07.2 – Financial Review

Subtask 07.2 includes using City revenue, expense records, and recent rate study, conducted by Baker Tilly in 2019, to develop financial projections to assess the financial viability of the system (Baker Tilly 2019). Revenue projections will consider revenue from existing connections and anticipated growth. Expense projections will consider existing maintenance and operation expenses, expenses for anticipated growth, and construction costs identified in the Capital Improvement Program (see Task 7.1). For this amendment, these services do not change.

Assumptions

- Planning-level cost estimates will be prepared to the Advancement of Cost Engineering (ACE) Class 4 estimate standards. Typical accuracy for ACE Class 4 estimates ranges from -30% to +50% depending on the technological complexity of the project, appropriate reference information, and inclusion of an appropriate contingency determination.

Task 08 – Prepare WSP Update

Objective

Task 08 provides producing a draft version of the WSP Update to submit for City and DOH review as well as one final draft for the City. For this amendment, these services do not change but are extended to cover the additional project effort as described in this SOW.

Subtask 08.1 – Draft WSP Update

The draft WSP Update will include all information necessary for compliance with DOH and WAC requirements and reflect the requirements noted in the preplan meeting with DOH conducted on August 20, 2023, in preparation for the City's WSP Update. For this amendment, these services do not change.

Task 08.2 – Final WSP Update

Subtask 08.2 includes a final WSP Update to be provided to the City that will reflect addressed comments, questions, and revisions, if any, per DOH review comment. For this amendment, these services do not change.

Assumptions

- Up to thirty (30) figures, maps, and graphics will be prepared for inclusion in the WSP Update. Should additional figures, maps, or graphics be required for inclusion in the WSP, a budget amendment may be needed at the direction of the City.
- Existing client AutoCAD and GIS files will be used as the base map for generating maps and graphics. Other figures will primarily be generated using Microsoft Excel software. If data gaps are discovered in the City GIS, they will be communicated to the City for correction by the City’s GIS consultant.
- City review of the draft WSP Update will be 30 calendar days.

Deliverables

- Associated WSP Files (in Excel, Word, ESRI, and AutoCAD file format).
- Electronic transfer of hydraulic model in InfoWater (.mdx and IWDB folder).

Task 09 – SEPA Checklist and Agency Coordination

Objective

Task 09 provides preparing an environmental checklist in compliance with the State Environmental Policy Act (SEPA), as required by WAC 246-290-100 and WAC 197-11-960, and coordinating with regional agencies for WSP Update requirements. For this amendment, these services do not change.

Subtask 09.1 – SEPA Checklist

Subtask 09.1 includes preparing a SEPA environmental checklist for recommended system improvements identified in Subtask 04.5. For this amendment, these services do not change.

Subtask 09.2 – Agency Coordination

Subtask 09.2 includes coordinating with DOH to submit the draft WSP Update and SEPA checklist and receive the review comments as well as estimating of level of effort to complete revisions to the draft for submitting the final WSP Update. For this amendment, these services do not change.

Assumptions

- The WSP Update will be discussed at one City of Orting Public Works Committee Meeting and one Council Study Session prior to submittal to DOH for review. It is assumed that the presentation of the proposed changes to the WSP Update at this meeting is sufficient to meet WAC requirements for the community informational meeting. The meeting will be documented in the WSP Update with copies of the agenda and meeting minutes.
- The budget assumes one Public Works Committee and one Council Study Session to be attended in person by up to two ParametriX staff for up to 2 hours each. A presentation will be given at the Study Session covering the following topics:
 - Updates to the current plan compared with the existing 2009 Water System Plan.
 - Capital Improvement Plan timeline and cost estimates.

Budget

The budget for this SOW is included as Exhibit B. This budget is reflective of this SOW, known information, and previous experience regarding the level of effort on similar projects.

References

Baker Tilly Municipal Advisers, LLC (Baker Tilly). 2019. Orting, Washington: Water, Sanitary Sewer and Stormwater Rate Study. Baker Tilly: St. Paul, MN.

DOH (Washington State Department of Health). 2020. Water System Design Manual (Pub No. 331-123). Available at <https://doh.wa.gov/sites/default/files/2022-02/331-123.pdf?uid=64d2b0d44b95f>.

WAC (Washington Administrative Code) 197-11-960. 2022. Available at <https://app.leg.wa.gov/wac/default.aspx?cite=197-11-960>.

WAC 246-290. 2022. Available at <https://apps.leg.wa.gov/wac/default.aspx?cite=246-290>.

WAC 246-290-100. 2022. Available at <https://app.leg.wa.gov/WAC/default.aspx?cite=246-290-100>.

WAC 246-290-110. 2008. Available at <https://app.leg.wa.gov/wac/default.aspx?cite=246-290-110>.

WAC 246-290-300. 2022. Available at <https://app.leg.wa.gov/WAC/default.aspx?cite=246-290-300>.

Exhibit B - Rates and Project Fee Estimate
City of Orting
2024 Water System Plan Update
Amendment 1

				Hungerford, JC	Whitaker, April		Helle, Kyle	Drama, Mari	Moss, Brandon		Dye, Tabatha	Cooper, Ryan		Lucas, Amanda	Barcus, Glen	Jank, Jake	Jank, Joel	Carlson, Cameron	
				PIC/QC	Sr PC Spec.	Sr Proj Acct	Planning Lead	Modeling/GIS	Planner		Support		Pubs	SCADA	Struct. Eng	Mech. Eng	Elect. Eng		
				Division Manager	Sr. Project Control Specialist	Senior Project Accountant	Senior Engineer	Senior Engineer		Engineer III	Engineer I		Publications Supervisor	Sr. Electrical Designer	Engineer IV	Senior Engineer	Engineer IV		
Burdened Rates:				\$220.00	\$150.00	\$120.00	\$215.00	\$180.00	\$180.00	\$135.00	\$145.00	\$205.00	\$200.00	\$220.00	\$205.00	\$200.00	\$220.00	\$205.00	
Phase	Task	Description	Labor Hours	Labor Dollars															
			1488	\$287,355.00	123	12	6	235	46	68	250	54	300	140	140	152			
1		Project Management & Quality Control	142	\$27,970.00	38	12	6	50	16	16	0	4	0	0	0	0	0	0	0
	1.1	Project Management	32	\$6,340.00	4			12	8	8									
	1.2	Invoice and Progress Reports	32	\$5,540.00	2	12	6	12											
	1.3	Correspondence and Coordination with the City	66	\$13,750.00	24			26	8	8									
	1.4	Perform and Manage Project QA/QC	12	\$2,340.00	8								4						
2		Data Collection and Review	28	\$4,395.00	1	0	0	1	2	8	16	0	0	0	0	0	0	0	0
	2.1	Information Collection	28	\$4,395.00	1			1	2	8	16								
3		Planning Data	0	\$0.00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
	3.1	Compatibility with Local Plans	0	\$0.00															
	3.3	Demand Analysis	0	\$0.00															
	3.2	Water Right Analysis	0	\$0.00															
4		System Analysis	1128	\$225,150.00	64	0	0	152	28	26	106	20	300	140	140	152			
	4.1	Source of Supply Analysis	0	\$0.00															
	4.2	Storage Analysis	0	\$0.00															
	4.3	Water Quality Analysis	0	\$0.00															
	4.4	Asset Inventory	1022	\$207,560.00	60			140		10	60	20	300	140	140	152			
	4.5	System Analysis	42	\$6,390.00					16		26								
	4.6	Recommended System Improvements	64	\$11,200.00	4			12	12	16	20								
5		Water Use Efficiency and Resource Analysis	10	\$1,770.00	6	0	0	8	0	10	24	0	0	0	0	0	0	0	0
	5.1	Evaluate Current Conservation Program and Quantify Results	0	\$0.00															
	5.2	Recommend Additional Conservation Measures	10	\$1,770.00	2			2		2	4								
	5.3	Water Reuse Analysis	0	\$0.00															
6		Operation and Maintenance (O&M) Program	38	\$6,310.00	4	0	0	6	0	8	20	0	0	0	0	0	0	0	0
	6.1	O&M Program	38	\$6,310.00	4			6		8	20								
7		Capital Improvement Plan and Financial Review	38	\$6,600.00	6	0	0	12	0	0	20	0	0	0	0	0	0	0	0
	7.1	Develop Capital Improvement Plan	22	\$3,780.00	2			8			12								
	7.2	Financial Review	16	\$2,820.00	4			4			8								
8		Prepare WSP Update	94	\$12,990.00	0	0	0	0	0	0	64	30	0	0	0	0	0	0	0
	8.1	Draft WSP Update	60	\$8,300.00							40	20							
	8.2	Final WSP Update	34	\$4,690.00							24	10							
9		SEPA Checklist and Agency Coordination	10	\$2,170.00	4	0	0	6	0	0	0	0	0	0	0	0	0	0	0
	9.1	SEPA Checklist	0	\$0.00															
	9.2	Agency Coordination	10	\$2,170.00	4			6											

Project Expenses	\$300.00
Mileage	\$300.00
Total Fee Estimate	\$287,655.00



**City Of Orting
Council Agenda Summary Sheet**

	Agenda Bill #	Recommending Committee	Study Session Dates	Regular Meeting Dates
Subject: 2024 Stormwater Comprehensive Plan	AB24-XXX	Public Works		
		6/5/2024	6/12/2024	6/26/2024
	Department: Public Works Department			
	Date Submitted: 5/31/2024			
	Cost of Item: \$135,940			
Amount Budgeted:		\$0		
Unexpended Balance:		\$135,940		
Bars #:		Kansas Outfall - 594 31 63 040, Rate Study - 531 31 41 001		
Timeline:		ASAP		
Submitted By:		Ryan McBee, Acting Public Works Director		
Fiscal Note: Funding would be provided from the Kansas Outfall Replacement line item in the amount of \$116,140 and Rate Study in the amount of \$19,800.				
Attachments: 2024 Stormwater Comprehensive Plan Scope and Budget				
<p>The Stormwater Comprehensive Plan was created in 2010 serving as a foundational document guiding stormwater management within the city limits. A revision of the 2010 Plan is needed to ensure alignment with current and forthcoming regulatory requirements, particularly the National Pollutant Discharge Elimination System (NPDES) Phase II Municipal Stormwater Permit conditions, and to facilitate a comprehensive utility rate study in 2025. This is the last of the planning documents to be developed for Public Works for the next 5-10 years.</p> <p>Proposal: The 2024 Stormwater Comprehensive Plan presented herein is an update of the 2010 Plan, incorporating necessary adjustments to comply with regulatory standards and to address contemporary stormwater management needs</p> <p>Scope and Budget:</p> <ol style="list-style-type: none"> Project Management, QA/QC: Adherence to project schedule, budget, coordination, and progress reporting to the City and conducting critical reviews at project milestones. Stormwater Modeling and Capital Improvements Identification: Update capital improvement projects and cost estimates based on the stormwater modeling conducted in 2010. This task also involves additional calculations or model revisions as needed for the 2024 Plan. Cost Opinions: Developed Level 3 cost estimates (+50/-30%) for identified capital improvement projects. Report Preparation and SEPA Compliance: Prepare preliminary, draft, and final versions of the 2024 Plan, incorporating feedback from City staff, City council, and public stakeholders, 				

and ensured compliance with environmental regulations by completing the State Environmental Policy Act (SEPA) checklist and Determination of Nonsignificance.

Conclusion: Reallocation of funding is vital to completing Orting's Stormwater Comprehensive Plan, meeting regulations, and municipal code. This investment ensures safe and reliable stormwater removal and treatment for residents, fulfilling legal obligations, and supporting long-term system health as we approach and reach full build-out.

RECOMMENDED ACTION:

Move to Regular Meeting on June 12, 2024 for approval as a consent agenda item to reallocate existing budget line items within the stormwater fund.

FUTURE MOTION:

To approve the Stormwater Comprehensive Plan Scope and Budget not to exceed \$135,940.00 thru Parametrix engineering services from existing budget line items above.

**City of Orting
2024 Stormwater Comprehensive Plan**

Introduction

A Stormwater Comprehensive Plan (Plan) was prepared for the City of Orting (City) and submitted in 2010. This plan revision will utilize the 2010 document as a basis and update to meet the current and upcoming National Pollutant Discharge Elimination System (NPDES) Phase II Municipal Stormwater Permit conditions, as known, and to prepare for a comprehensive utility rate study.

Flooding problems related to floodplains and levees are being addressed at a planning level by others in a separate all hazard management plan (Pierce County). This plan will be reviewed to determine if there are capital improvement projects that may be related to stormwater management within City Limits. Cost opinions reflective of 15% design, will be developed for identified projects and included in the 2024 Stormwater Comprehensive Plan (2024 Plan).

A cost-of-service analysis will be completed by others under a separate contract with the City. The scope of services for the 2024 Plan includes time for Parametrix to provide an updated capital improvement plan (CIP) in preparation for the rate study.

The 2024 Plan will be made available for public review and comment through the State Environmental Policy Act (SEPA) notification process for a non-project action.

Task 1 – Project Management

Measurable Task Objectives

Maintain project schedule and budget by providing internal coordination and scheduling, reviewing budget status for consistency with scope, and informing the City of project progress.

Approach

Prepare final schedule based on final negotiated scope, schedule, and budget. Distribute to team members in kick-off meeting to communicate time frames, budget, and approach.

Prepare monthly progress reports and earned value analysis to accompany project invoices to inform the City of budget and progress status.

Assumptions

The project will be 8 months in duration, from May 2024 through December 2024.

Deliverables

Monthly progress reports and invoices summarizing monthly activity.

Task 2 – QA/QC

Measurable Task Objectives

Provide a quality approach and deliverable by performing internal reviews of key elements at key milestones.

Approach

Internal quality assurance/quality control (QA/QC) reviews are proposed at each of the following, separate milestones:

- Base map review.
- Model review.
- Cost opinion review.
- Review identified projects, priority, and schedule with Public Works.
- Preliminary Draft Plan review, prior to City Staff and Public Works Committee submittal.
- Draft Plan review, prior to public review submittal.
- Draft Plan review, prior to City Council submittal.
- Final Plan review, prior to final submittal to City Council for adoption.

Assumptions

Additional deliverables or additional review cycles will require additional QA/QC reviews that will require a scope modification.

Deliverables

There are no deliverables associated with this task. Reviewed documents will be retained by Parametrix.

Task 3 – Stormwater Modeling and Capital Improvements Identification

Measurable Task Objectives

Provide summary text and tables of the stormwater modeling that was performed in 2010 to update the capital improvement projects and cost opinions identified in the 2010 Stormwater Comprehensive Plan.

Provide summary text and tables of additional calculations or model revisions, if needed, to prepare the 2024 Plan.

Approach

Prepare text and tables that summarize the stormwater modeling that was prepared subsequent to the 2010 Stormwater Comprehensive Plan. The modeling was performed in 2010 to update the capital improvement projects and cost opinions. The summary text and tables of the modeling parameters and results from the 2010 modeling will be included in the 2024 Plan in Task 5.

As the plan proceeds, it may be determined that some additional calculations or model revisions are needed to address stormwater management options. Up to 24 hours have been included for calculations or model revisions, if needed, for up to three different stormwater management options.

The modeling documentation will identify the tailwater elevations used and the implications for retrofitting existing outfalls with flap valves to prevent backwater into the City’s drainage system.

Parametrix will research available information for changes in the Puyallup and Carbon River channel and water surface elevations to determine if these elevations have changed over time and may change in the future. Parametrix will review the flood hazard management plan, United States Geological Survey (USGS) data, and Federal Emergency Management Agency (FEMA) floodplain reports for elevation data. The budget includes up to 16 hours for coordination directly with USGS and FEMA. Changes in water surface elevations will be compared to tailwater elevations in the model to determine if outfall capacities may be impacted. The budget includes 40 hours to prepare up to five model revisions for outfall or system modifications that reflect potential increases in Puyallup or Carbon River water surface elevations.

Parametrix will meet with the City up to two times to discuss model changes.

Assumptions

The existing City of Orting GIS mapping will be used for modeling. No updates to the City base map will be provided.

There will be up to five separate model revisions for stormwater management options.

There will be up to five separate model revisions for potential increases in the Puyallup or Carbon River water surface elevations.

Deliverables

Summary text and tables for the modeling and any calculations will be prepared for inclusion in the 2024 Plan in Task 5. There are no separate deliverables for this task.

Task 4 – Cost Opinions

Measurable Task Objectives

Prepare Level 3 cost opinions for the capital improvement projects identified in Task 3.

Prepare a basic financial analysis.

Prepare cost opinions for meeting the requirements of the Western Washington NPDES Phase II Permit.

Provide land use and population projections for use by others in evaluating rates and fees.

Review the flood hazard management plan, prepared by others, to determine if there are capital improvement projects that may be related to stormwater management. Prepare cost opinions for identified projects.

Projects with overlap in scope with other City of Orting Capital Projects (water, sewer, transportation) will be given priority ranking.

Approach

Review the unit costs for the capital improvements projects prepared at the end of 2010. Update unit costs based on currently available data.

Review available condition assessment data for mechanical assets for incorporation into the CIP.

Review of existing SCADA, telemetry, and controls infrastructure for incorporation into CIP and SCADA Master Plan.

Review the implementation schedule prepared at the end of 2010 and update based on City-identified needs. Unit costs for all capital improvement projects will be based on 2024 costs.

Review the inflation rates applied to future capital improvement projects. Update inflation rates based on currently available data.

Prepare basic financial analysis that reflects the updated cost opinions, implementation schedule, and inflation rates. The basic financial analysis will not include rates, fees, or cost of service analysis.

Provide an estimate of full-time equivalent (FTE) staff required to implement the NPDES Phase II Permit requirements for the first permit cycle.

Provide cost opinions for up to fifteen (15) different capital improvement projects, if required from Task 3.

Estimate land use and population projections by basin based on available zoning maps and the 2024 Water System Plan.

Assumptions

There will be up to fifteen (15) quantity estimates and Level 3 cost opinions for model revisions in Task 3.

Land use and population projections will be prepared for up to twelve subbasins.

Deliverables

Cost opinions will be documented in the 2024 Plan in Task 5. There is no separate documentation for this Task.

Task 5 – Prepare Report

Measurable Task Objectives

Prepare a preliminary draft, draft, and final 2024 Plan based on review by City staff, City council and the public. The preliminary draft, draft and final 2024 Plan will include the chapters, appendices and exhibits identified in the approach below.

Approach

The 2024 Plan will have the following elements. The final order may change, if determined to be necessary as the 2024 Plan is prepared.

- Executive Summary

- The Executive Summary will discuss the purpose of the Plan and provide a summary of the major elements from the following chapters.
- Chapter 1, Introduction
 - Provide summary of existing Municipal Separate Stormwater System (MS4).
 - Discuss changes in the drainage needs and regulatory requirements since the 2010 Plan.
 - Summarize the proposed capital improvement plan from Chapter 4 and cost opinions from Chapter 5.
 - Discuss issues related to floodplain and levees that are being addressed in a separate flood hazard management plan.
- Chapter 2, Stormwater Ordinances and Manual
 - Discuss changes in thresholds based on the NPDES Phase II Permit (2024 – 2029).
 - Discuss authorized discharges.
 - Discuss fees/rates being based on effective impervious area.
 - Discuss basis of existing conditions.
 - Discuss other significant changes addressed in the stormwater codes.
- Chapter 3, Drainage Inventory and Modeling
 - Summarize modeling information compiled in Task 3.
 - Discuss files to be submitted to the Washington State Department of Ecology for posting on the web.
 - Provide a tabular summary of existing drainage infrastructure.
 - Provide summary of existing asset conditions as discussed in Task 4 above.
- Chapter 4, Conveyance System Improvement Needs
 - Summarize modeling information compiled in Task 3.
- Chapter 5, Funding
 - Include capital improvement projects.
 - Include cost opinions for capital projects and for FTEs.
 - Discuss grant and low-interest loan opportunities.
 - Discuss fees and charges that are being determined by others in a separate scope of services.
- Chapter 6, References
 - Include list of references to prepare the 2024 Plan.
 - Include applicable references from the 2010 Plan.
- Figure 1-1, City of Orting Vicinity Map
 - 11- x 17-inch color plot showing receiving waters, city limits, and adjacent Phase I and Phase II permittees.
- Figure 3-1, Existing Stormwater Conveyance System

- Large format plot showing existing drainage features based on the base mapping services provided in Task 3.
- Figure 3-2, Stormwater Basins
 - 11- x 17-inch color plot showing the drainage basins within the City based on topography, outfalls, conveyance network, and existing drainage patterns.
- Figure 3-3, Proposed Stormwater Conveyance System
 - Large format plot showing proposed drainage features based on the results of the stormwater modeling services provided in Task 3. Focus of plot will be the main downtown core of the City where the capital improvement projects are located.
- Appendix A, Cost Opinions for Capital Improvement Projects, Operations and Maintenance Projects, and NPDES Phase II Permit Compliances
- Appendix B, Map of Proposed Project Locations
- Appendix C, Stormwater System Modeling and PCSWMM Plots for Existing Conditions for Orting-East, Orting-Central, and Orting-West Basins
- Appendix D, Draft Modifications to Municipal Code Sections Pertaining to Stormwater
- Appendix E, Stormwater-Related Grant and Low-Interest Loan Information
- Appendix F, Asset Management and Condition Data (as available)

The review process for the 2024 Plan will be as follows:

- Preliminary Draft 2024 Plan reviewed simultaneously by City staff and the Public Works Committee.
- One two-hour workshop will be held with Public Works Staff to review the draft plan. This will be attended by two (2) Parametrix staff and will include 2 hours of preparation and 2 hours for meeting follow up.
-
- Address comments and submit the updated Draft 2024 Plan to the City to begin the 30-day public comment period.
- Address comments and submit Final 2024 Plan to the City Council for approval.

Assumptions

The public involvement process for the Draft 2024 Plan will be through regularly scheduled City Council meetings. There will be no separate public involvement process or open houses.

Deliverables

PDF copies of the Preliminary Draft 2024 Plan submitted to City for staff and Utility Commission review.

PDF copies of the Draft 2024 Plan submitted to City for City Council review.

Four hard copies and PDF of Final 2024 Plan submitted to City for City Council approval.

Task 6 – SEPA

Measurable Task Objectives

Prepare State Environmental Policy Act (SEPA) checklist and Determination of Nonsignificance.

Approach

Prepare SEPA checklist and Determination of Nonsignificance for review by the City Planner

Assumptions

The City will be the lead agency and will prepare and submit all required notifications.

A Determination of Nonsignificance will be appropriate since the 2024 Plan will be a planning-level document.

The SEPA process will be in parallel with the public comment period.

The City will receive all comments and provide the comments to Parametrix.

Deliverables

SEPA Checklist and Determination of Nonsignificance for City signature.

Client: City of Orting
 Project: 2021-24 On-Call Professional Engineering Services
 Project No: 216-1711-026

				Engineer II-11	Sr Engineer-16	Publications Supervisor-13	Sr Project Control Specialist	Engineer III	Designer III-13	Sr Planner	Water Division Manager	Sr Electrical Designer	
Rates:				\$140.00	\$215.00	\$145.00	\$150.00	\$150.00	\$160.00	\$190.00	\$220.00	\$205.00	
Task	SubTask	Description	Labor Dollars	Labor Hours									
5002		2024 Stormwater Comprehensive Plan	\$135,640.00	791	276	150	52	51	104	64	8	86	16
	01	Project Management	\$13,480.00	72		16	8	24				24	
	02	QA/QC	\$9,780.00	54	8			6	8	8		24	
	03	Stormwater Modeling & Capital Improvements Identification	\$24,020.00	152	40	20		4	80		8		
	04	Cost Opinion	\$35,800.00	204	140	40				16		8	16
	05	Report	\$49,850.00	292	80	70	40	16	16	40		30	
	06	SEPA	\$2,710.00	17	8	4	4	1					
Labor Totals:			\$135,640.00	791	276	150	52	51	104	64	8	86	16
Totals:			\$135,640.00		\$38,640.00	\$32,250.00	\$7,540.00	\$7,650.00	\$15,600.00	\$10,240.00	\$1,520.00	\$18,920.00	\$3,280.00

Other Direct Expenses

Mileage	\$300.00
Other Direct Expenses Total:	\$300.00

Project Total \$135,940.00



**City Of Orting
Council Agenda Summary Sheet**

	Agenda Bill #	Recommending Committee	Study Session Dates	Regular Meeting Dates
Subject: City of Orting Emergency Evacuation Bridge Construction Management Contract	AB24-XX	Public Works Committee	6/12/2024	6/19/2024
		6/5/204		
	Department: Public Works Department			
	Date Submitted: 6/12/2024			
	Cost of Item: <u>\$ 1,075,210.54</u>			
Amount Budgeted: <u>\$ N/A</u>				
Unexpended Balance: <u>\$ N/A</u>				
Bars #: N/A				
Timeline: Q3 2024 - Q1 2025				
Submitted By: Ryan McBee and Marshall Maurer, Public Works Dept.				
Fiscal Note: N/A				
Attachments: Parametrix – City of Orting Emergency Evacuation Bridge SR 162 Pedestrian Crossing Project Scope of Work				
SUMMARY STATEMENT: The City of Orting seeks approval to enlist the services of Parametrix, Inc., to provide pre-construction services (PCS) construction management services (CM), and related services during construction (SDC). These services intend to assist the City as a single point of contact in administering the contract for construction, monitoring the performance of the Construction Contractor (“Contractor”) and verifying that the Contractor’s work is in substantial compliance with the contract documents, standards, and schedule. These services assume the City will contract directly with the Contractor for the construction project work. The City will be involved in the construction process to make decisions, provide approvals, and perform other actions as needed for completion of construction				
RECOMMENDED ACTION: Move to Study Session.				
FUTURE MOTION: Motion to approve the Mayor to sign and enter a scope and budget contract not to exceed \$1,075,210.54 with Parametrix for the draft and delivery of the City of Orting Emergency Evacuation Bridge SR 162 Pedestrian Crossing Project Construction Management Scope of Work				

City of Orting Orting Emergency Evacuation Bridge SR 162 Pedestrian Crossing Project

Introduction

Parametrix, Inc. (CONSULTANT) will provide Pre-Construction Services (PCS), Construction Management (CM) Services, and Services during Construction (SDC). These services are intended to assist the City of Orting as the single point of contact in administering the contract for construction, monitoring the performance of the Construction Contractor (“Contractor”), and verifying that the Contractor’s work is in substantial compliance with the contract documents. These services are based upon the understanding that the CITY OF ORTING will contract directly with the Contractor for the construction project work. The CITY OF ORTING will be involved in the construction process to make decisions, provide approvals, and perform other actions as needed for completion of construction. These services are also based upon the CITY OF ORTING executing a contract for construction with the Contractor that is consistent with the PARAMETRIX Agreement and with these services, and which provides the requisite authority for PARAMETRIX to fulfill its responsibilities.

Period of Performance

The services under this scope of services will commence upon the receipt of a Notice to Proceed and extend through **June 30, 2026**. CONSULTANT’s ability to meet this schedule is contingent upon the Contractor’s activities. Services performed after **June 30, 2026**, will be considered Additional Services, and will require written authorization and an amendment to this contract from the CITY OF ORTING.

Task 01 – Project Management and Coordination

1.1 General Project Management

This task includes overall project management of CONSULTANT’s contract with the City of Orting including the following:

- *Project Planning* – Document and communicate the scope of work, budget, and schedule as a road map for the project team. Coordination of project team and issues throughout the project.
- *Construction Management Plan (CMP)* – Develop CMP to define CM team roles, responsibilities, levels of authority, and communication plan.
- *Site Specific Safety Plan (SSP)* – Develop site specific safety plan for CM team.
- *Budget and Schedule Tracking* – Track the project budget using CONSULTANT’s in-house tools to verify that progress is keeping pace with spending.
- *Monthly Progress Reports* – Prepare monthly progress reports for distribution to the CITY OF ORTING. Prepare a monthly invoice for services performed by PARAMETRIX and its subconsultants (if applicable).

- *Correspondence* – Prepare written correspondence as needed to document project management issues and/or concerns.
- *Quality Assurance/Quality Control* – Perform independent quality assurance/quality control review of key deliverables by senior staff.

Deliverables

- Monthly Progress Reports (24 reports assumed based on contract end date specified above).

Assumptions

- The presence or duties of CONSULTANT’s personnel at a construction site, whether as onsite representatives or otherwise, do not make PARAMETRIX or CONSULTANT’s personnel in any way responsible for those duties that belong to the CITY OF ORTING and/or the contractors or other entities, and do not relieve the contractors or any other entities of their obligations, duties, and responsibilities, including, but not limited to, all construction methods, means, techniques, sequences, and procedures necessary for coordinating and completing all portions of the construction work in accordance with the construction contract documents and any health or safety precautions required by such construction work.

Task 02 – Preconstruction Services

2.1 Pre-Construction Conference

PARAMETRIX shall coordinate and attend one pre-construction conference with the Contractor to review the project communication, coordination, and other procedures; as well as discuss the Contractor’s general work plan and requirements for the project. PARAMETRIX will take minutes or otherwise record the results of this conference and generate the required meeting summary. Prior to pre-construction conference, Parametrix’s Construction Manager will meet with the city to finalize agenda and ensure expectations are aligned.

2.2 Record of Materials

PARAMETRIX shall prepare the Record of Materials for use in this Project.

Deliverables

- Preparation of Pre-Construction Conference Agenda and Meeting Notes.
- Preparation of Record of Materials.
- Preparation of Submittal Log.

Task 03 – Construction Engineering Services

3.1 Construction Engineering

PARAMETRIX engineering staff will attend the preconstruction conference, up to one (1) weekly construction meeting per month, the punch list walk-through, and provide support during construction.

The following construction engineering services will be provided. Specific activities are undefined but will be completed up to the specified budget amount and may include the following:

- Responses to RFIs.
- Materials submittal reviews.
- Design clarifications.
- Prepare for and conduct Pre-activity Meeting for critical items of work (i.e. sewer cutovers, shafts, girders, etc.)
- Working drawing and other submittal reviews.
- Support/review/preparation of change orders.
- Support/review/preparation of monthly progress payments to Contractor.
- Support/assistance for preparation of periodic cost to complete analysis.

Deliverables

- Submittal reviews.
- Working drawing reviews.
- Pre-activity meeting agendas and meeting minutes.
- Responses to RFIs.

Assumptions

- The budget estimate includes 4 hours each for the Engineer of Record and Lead Designer to assist in preparation for the preconstruction conference.
- The budget estimate includes 4 hours each for the Engineer of Record and Lead Designer to attend the preconstruction conference.
- The budget estimate includes an estimate of the time necessary to respond to RFIs and address claims of change by the Contractor based on the scope of the work. However, unforeseen conditions and/or the level of experience of the lowest responsible bidder cannot be known and, therefore, services will be provided up to the established budget amount. If additional services and time is needed, an amendment to this contract for Additional Services for Construction Engineering services may be required.

Task 04 – Construction Documentation Services

4.1 Document Management

PARAMETRIX will implement its system and set of procedures for managing, tracking, and storing all relevant documents between the Contractor, CONSULTANT, and CITY OF ORTING produced during the construction and closeout phases of the project that follow the requirements set forth by the CITY OF ORTING. PARAMETRIX and the CITY OF ORTING will agree on what documentation will be provided to the CITY OF ORTING during construction and will provide electronic copies of the documentation.

PARAMETRIX will also implement its procedures for the logging and tracking of all relevant correspondence and documents. PARAMETRIX will assist the CITY OF ORTING in monitoring all outstanding decisions, approvals, or responses required from the CITY OF ORTING.

4.2 Project Site Meetings

PARAMETRIX will attend and facilitate weekly meetings with the Contractor and will prepare the minutes/summary of these meetings. Meetings will be a combination of in-person and virtual meetings. Operation specific pre-activity meetings will be conducted concurrently with the weekly meeting when possible.

4.3 General CM Support

PARAMETRIX will provide services to assist in administering the contract for construction, monitoring the Contractor's performance, responding to design and technical submittals, and closing out the contract for construction. The services described below are included as part of this task.

4.4 Progress Payments

PARAMETRIX will prepare and coordinate with Contractor regarding requests for payment. PARAMETRIX will determine whether the amount requested reflects the progress of the Contractor's work and is in accordance with the contract for construction. PARAMETRIX shall provide recommendations to the CITY OF ORTING as to the acceptability of the requests. PARAMETRIX will advise the CITY OF ORTING as to the status of the total amounts requested, paid, and remaining to be paid under the terms of the contract for construction. PARAMETRIX has assumed twenty-three (23) requests for payment.

4.5 Correspondence and Communications

Coordinate Issuance of Changes

PARAMETRIX will receive and review the Contractor's response to the request for change and will obtain such further information as is necessary to evaluate the basis for the Contractor's proposal. PARAMETRIX will assist the CITY OF ORTING with negotiations of the proposal and, upon approval by the CITY OF ORTING, prepare final change order documents for execution by the CITY OF ORTING and Contractor. Up to four (4) CITY OF ORTING-initiated change orders have been assumed in this scope of work. If more than four (4) CITY OF ORTING-initiated change orders are requested, an amendment to this contract for Additional Services may be required to cover this additional level of support.

Review of Contractor's Requested Changes

PARAMETRIX shall review all Contractor-requested changes and/or requests for equitable adjustments to the contract for construction. PARAMETRIX will make recommendations to the CITY OF ORTING regarding the acceptability of the Contractor's request and, upon approval of the CITY OF ORTING, assist the CITY OF ORTING in negotiations of the requested change. Upon agreement and approval, PARAMETRIX will prepare final change order documents. Up to four (4) Contractor-initiated or requested change orders have been assumed in this scope of work. If more than four (4) Contractor-initiated change orders are submitted, an amendment to this contract for Additional Services may be required to cover this additional level of support.

Claims and Disputes

PARAMETRIX will receive, log, and notify the CITY OF ORTING about all letters and notices from the Contractor concerning claims or disputes between the Contractor and CITY OF ORTING pertaining to the acceptability of the work or the interpretation of the requirements of the contract for construction. PARAMETRIX will review all such letters and notices and will discuss this correspondence with the Contractor to understand each such claim or dispute. PARAMETRIX will advise the CITY OF ORTING regarding the Contractor's compliance with the contract requirements for such claims and disputes. PARAMETRIX will assist the CITY OF ORTING in discussions with the Contractor to resolve claims and disputes.

Contractor's Schedule Submittal

PARAMETRIX will review the Contractor's construction schedule and verify that it is consistent with the requirements of the contract for construction. PARAMETRIX will advise the Contractor of any areas where the schedule is not in compliance with the contract for construction. PARAMETRIX will provide comments to the CITY OF ORTING to assist the CITY OF ORTING in taking no exceptions to or other actions on the Contractor's schedule, in accordance with the contract for construction.

Contractor's Schedule Updates

PARAMETRIX will review the Contractor's periodic schedule updates or other schedule submissions. PARAMETRIX will advise the Contractor if the updates or other submissions are not in accordance with the contract for construction. PARAMETRIX will provide comments to the CITY OF ORTING regarding the updates or other submissions.

Effect of Change Orders

PARAMETRIX will review information submitted by the Contractor regarding the effect of proposed or issued change orders upon the construction schedule, duration, and completion date. PARAMETRIX will advise the CITY OF ORTING as to the potential impact of proposed or issued change orders. PARAMETRIX will assist the CITY OF ORTING in discussions with the Contractor concerning the potential impact of proposed or issued change orders.

Deliverables

- Twenty-three (23) Draft Requests for Payment (Excel Format).
- Up to four (4) CITY OF ORTING-initiated change order packages with correspondence, documentation, and back-up (MS Word/Excel Format).
- Up to four (4) Contractor-initiated change order packages with correspondence, documentation, and back-up (MS Word/Excel Format).

- Weekly Construction Meeting Agendas and Minutes (MS Word or .pdf Format).

Assumptions

- It is assumed that no more than four (4) change orders will be submitted by the Contractor during the CONSULTANT's period of performance. PARAMETRIX will not issue decisions on Contractor claims or disputes. PARAMETRIX will not, except as part of Additional Services, undertake comprehensive and detailed investigation or analysis of Contractor's claims and disputes, nor participate in judicial or alternative dispute resolution procedures for the claims or disputes.
- It is assumed that no more than four (4) change orders will be initiated by the CITY OF ORTING during the CONSULTANT's period of performance. PARAMETRIX will not, except as part of Additional Services, undertake comprehensive and detailed investigation or analysis of Contractor's claims and disputes, nor participate in judicial or alternative dispute resolution procedures for the claims or disputes.
- CONSULTANT's review of the CONTRACTOR's schedule and associated comments shall not be considered as a guarantee or confirmation that the Contractor will complete the work in accordance with the contract for construction.

Task 05 – Construction Observation Services

The PARAMETRIX will conduct daily onsite observations of the Contractor's work for the purposes of determining if the work generally conforms to the contract for construction and that the integrity of the design concept, as reflected in the contract for construction, has been implemented and preserved by the Contractor. PARAMETRIX will provide a Project Manager, Construction Manager, Resident Engineer, Construction Observer, Documentation Specialist, and Material Testing/Special Inspection Services. The CONSULTANT's Construction Manager will be the primary point of contact during construction for the CITY OF ORTING, property/business owners, and the Contractor. The Resident Engineer will coordinate the preparation of the written field reports, diaries, or other records required for construction observations and transmit them to the Construction Manager for review.

The CONSULTANT's construction observation staff will prepare daily reports that include daily photographs of the work in progress by the Contractor, which will be made available to the CITY OF ORTING within forty-eight (48) hours. Daily photographs will also document existing conditions that may relate to changed conditions or utility conflicts that are identified.

It is assumed that the CITY OF ORTING will provide observation staff for 200 of the 400 working days specified in the contract. PARAMETRIX will provide observation staff for the other 200 working days. It is assumed that when the city observation staff is providing observation in lieu of PARAMETRIX, city staff will be on site at all times during construction and provide documentation and daily reports as directed by PARAMETRIX's Construction Manager. PARAMETRIX will coordinate with the city as needed to ensure on-site observation is always present during construction. If city staff is unable or unavailable to provide observation support, then PARAMETRIX will provide this service. If PARAMETRIX daily observation exceeds 200 working days, an amendment to this contract for Additional Services may be required.

Deliverables

- Inspector's Daily Reports.
- Field Note Records.

- Material acceptance documentation.
- Daily Digital Photo Log.

Assumptions

- PARAMETRIX Construction observation will be provided up to 200 working days during normal working hours Monday through Friday (8 hours per day). If the Contractor accelerates the schedule, works additional time, extended hours, night shifts, and or weekends, an amendment to this contract for Additional Services may be required to cover this additional level of support.

Task 06 – Final Inspection and closeout

PARAMETRIX will assist the CITY OF ORTING in issuing documents for substantial completion and acceptance of the work. PARAMETRIX will provide the CITY OF ORTING with an organized set of project documents and records electronically. PARAMETRIX is not responsible for any unauthorized reuse or alteration of project documents.

Deliverables

- Draft Letter of Substantial Completion (MS Word Format).
- Draft Punch List (MS Word Format).
- Draft Letter of Physical Completion (MS Word Format).
- Draft Final Pay Request (MS Word/Excel Format).
- Draft Final Contract Voucher (MS Word Format).
- Draft Notice of Completion of Public Works Contract (MS Word/Excel Format).
- Draft Notice of Final Acceptance/Completion (MS Word Format).

Assumptions

- There may be more than one correction list sent to the contractor by CITY OF ORTING, but only one official “Punch List” for the project completion.
- PARAMETRIX will provide Draft letters for completion and closeout. CITY OF ORTING will finalize documents for signature and transmit them to the appropriate party copying the PARAMETRIX with the Final.

Task 07 –Material Testing and Special Inspection

PARAMETRIX’s subconsultant, Krazan, will provide Material Testing and Special Inspection Services for this contract. Krazan’s scope and budget is provided as an attachment



GEOTECHNICAL ENGINEERING • ENVIRONMENTAL ENGINEERING • CONSTRUCTION TESTING AND INSPECTIONS

April 30, 2024

KA Proposal No. T24090WAT

Tammy Seymour

PARAMETRIX

1019 39th Avenue SE Ste 100
Puyallup, WA 98374

Tel: 253-604-6737

Email: TSeymour@parametrix.com

RE: PROPOSAL FOR CONSTRUCTION TESTING AND INSPECTION SERVICES

Orting Emergency Evacuation Bridge

SR 162 @ Rocky Road NE
Orting, Washington

Dear Ms. Seymour,

Krazan & Associates, Inc. appreciates the opportunity to submit this proposal for testing and inspection for the **Orting Emergency Evacuation Bridge project**.

Certified by the Washington Association of Building Officials (WABO) and accredited by the American Association of State Highway and Transportation Officials (AASHTO), our testing/inspection capabilities, along with our geotechnical engineering and environmental services, allow us to provide our clients with a single source for their project needs.

Again, we appreciate the opportunity to submit this estimate and we believe you will be pleased with the selection of our firm. The following pages include the anticipated scope of work, hourly rates and estimate of costs for our services, general conditions, and contract. If you have any questions, or if we can be of further assistance, please do not hesitate to call our office at 253-939-2500.

The following items are included as an Attachment:

- Attachment A – Budget Estimate
- Attachment B – Agreement for Engineering Consulting Services, Construction Observation, & Materials Testing Services (Pages 1 – 4)

Respectfully submitted,

KRAZAN & ASSOCIATES, INC.

William B. Throne
Operations Manager
billthrone@krazan.com

With Offices Serving the Western United States

825 Center Street, Suite A • Tacoma, WA 98409 • 253-939-2500 • Fax 253-939-2556 • www.krazan.com

PROJECT DESCRIPTION

The project as we understand it consists of constructing a new elevated pedestrian bridge across SR 162. The bridge provides a single 112-foot main span across SR 162.

SCOPE OF WORK

The Scope of Work listed below is based on our review of the plans dated 01/31/2023. Geotechnical recommendations and services are to be provided by others.

Soil Compaction Testing – The inspector will periodically observe and monitor placement and compaction of all structural fills during mass grading of site / in building pad / pavement areas. In-place soil densities and moisture contents will be measured using a nuclear densometer to check for compliance with the compaction specifications. Representative samples of the fill soils will be collected for laboratory testing. Samples of on-site and import fill soils will be tested in accordance with ASTM D1557 (Modified Proctor) to determine the maximum compacted unit weight and optimum soil moisture content for use in compaction testing. Additional testing of the soils samples to confirm compliance with the required physical properties may include: Sieve Analysis (coarse and fine); Atterberg Limits; Hydrometer; Sand Equivalent; CBR; Organic Content. Specific tests that are anticipated to be performed are listed in the Budget Estimate.

Structural Reinforcing Steel Inspection – The inspector will monitor placement of structural reinforcing steel and embedment's to verify compliance with project requirements for correct size, grade of steel, location, and clearance to forms and/or earthwork.

Structural Reinforced Concrete Inspection – The inspector will monitor placement of cast in place concrete to verify adherence to project specifications. Each load, as required, will be checked for proper mix design and adherence to slump requirements. Air content testing is available upon request. Concrete specimens will be cast, transported, and cured as per applicable ASTM requirements. Five (5) cylinders will be cast for each 150 cubic yards of each separate mix design of concrete, or fraction being placed each day.

Structural Steel Inspection – The inspector will inspect fabrication (if required) and erection of structural steel members. Inspections at the fabrication plant will include verifying that materials used match the mill tests or affidavits of test reports; that fabrication, welding procedures, surface preparation, and shop painting meet specifications; and that the work in progress conforms to project requirements. The inspector shall visually check fabricated steel delivered to the job to confirm that the work is in compliance with approved shop drawings and shall make any physical tests, measurements, etc., believed to be necessary, and shall witness and report all corrections performed by the steel fabricator. The inspector will verify welding procedures and welder qualifications. Krazaan's inspector may be present at all times during steel erection on site. The inspector will also verify weld quality in accordance with American Welding Society (AWS) codes. All welds shall be visually inspected.

For connections using high-strength bolts installed using Load Indicating Washers, Krazaan will inspect the surface and bolt type for conformance to plans and specifications prior to the start of bolting and verify the minimum specified bolt tensions visually and by using a feeler gauge on a few bolts in each connection (10 percent or two bolts, whichever is greater).

For connection using high-strength tension control bolts, Krazaan will inspect the surface and bolt type for conformance to plans and specifications prior to the start of bolting and will performed visual inspection on 100% of the high-strength bolts for properly installed tension.

Ultrasonic (UT) tests will be performed on 100% of all complete penetration welds and 100% of all partial-penetration column splice welds. UT tests will also be performed where the base metal is thicker than 1-1/2 inches, when subjected to through-thickness weld shrinkage strains. The joint shall be ultrasonically inspected for discontinuities directly behind such welds after joint completion. Magnetic Particle (MP) tests shall be

performed on fillet welds 5/16 inch and larger. The inspector shall perform magnetic particle testing in accordance with ASTM E709 for any questionable welds. Inspections of high strength bolting will be monitored for proper installation and tensioning of all high strength bolts will be verified as per the requirements of the current edition of the "Specification for Structural Joints Using ASTM A325 or A490 Bolts."

Asphalt Compaction Testing – The inspector will continuously witness placement of hot mixed asphaltic concrete to verify adherence to project specifications for each type of asphalt used. The inspector will record ambient and asphalt temperature and results of in place compaction testing using a nuclear densometer. Samples of the asphaltic concrete will be taken every 400 tons of asphalt placed or at least one sample per day for laboratory testing. Laboratory testing will include maximum theoretical density (rice value) and extraction / gradation. Additional laboratory services are available upon request. If request, three (3) cores will be taken after final pavement for pavement thickness evaluation.

Report Preparation – Krazan will process both field and laboratory data. A copy of each report will be e-mailed on a weekly basis, as a minimum. As required by the ICC, reports will be distributed to the client, the project architect or engineer and to the building official or as directed by the client. Our inspectors will provide immediate verbal notification of field tests and inspection results to your designated on-site representative and the contractor. The inspector will prepare a written report after each inspection prior to leaving the site. Final reports of field inspections and laboratory analysis will be reviewed by the Krazan project manager before subsequent submittal to the project team members.

Project Management – The project manager assigned to this project will track inspection data and costs and provide the project design team with status reports when requested. The project manager will oversee and direct all phases of inspections and supervise and direct all Krazan personnel associated with this project.

FEE STRUCTURE

We will perform the services listed above on a time and material basis in accordance with our 2024 standard rate schedule. Based on the scope of work described in this proposal and our experience with similar projects, Krazan & Associates estimates the costs for testing and inspection services to be about **\$57,675.00**. A detailed breakdown of this cost estimate is included as Attachment A. Costs for construction testing and inspection services are highly dependent on contractor's schedule, weather, overlapping of work, additional inspections required by the building official and other factors. Krazan & Associates does not control the work or production rate. Actual costs will vary due to the frequency of scheduling by others. Therefore the quantities listed in our cost estimate should be considered approximate. **The estimate provided herein does not imply a lump sum fee, not-to-exceed fee or a guaranteed maximum price.** Consistent with good engineering practice, we will work with the contractor to keep inspection costs at a minimum. If provided with a construction schedule this cost estimate can be further refined and quantified.

COORDINATION

The above scope of services will be performed when scheduled by the General Contractor or the client's designated representative. Proper scheduling is imperative to the success of the special inspections program. Krazan & Associates cannot take responsibility for work that has not been inspected if we have not been scheduled nor can we take responsibility for delays due to insufficient lead-time in scheduling inspections. We recommend that the person scheduling the inspections contact our office prior to the job starting to discuss required inspection and scheduling procedures.

CONDITIONS

1. Additional services requested outside of our stated scope of work will be billed in excess of the estimated amount at our current rates. A price list for these services will be provided upon request.
2. This offer terminates ninety calendar days from the date of issue, unless otherwise stated and agreed.

Krazan & Associates, Inc.

With Offices Serving the Western United States

3. Inspections which are cancelled with less than twenty-four (24) hours' notice, or after an inspector has been dispatched to the project site, will be charged the minimum fee associated with the type of inspection or testing requested.
4. All concrete samples will be cast in 4-inch diameter x 8-inch high molds unless otherwise agreed.
5. Additional samples for contractor convenience testing and/or field cure samples are not included in this estimate.
6. Contractor will provide curing facilities in accordance with ASTM requirements for initial curing (the first 24 hours after specimens are cast) and protection of concrete test specimens on site.
7. Krazan & Associates, as a professional services firm, is typically not subject to the prevailing wage agreements. Should by Federal ruling, our services be subject to prevailing wage rates, this proposal is null and void. A new proposal will be provided to account for additional services and increased wage rates associated with the ruling. This includes any apprenticeship programs, equal opportunity submittals, affirmative action, union referral statements and/or certified payroll. These items were excluded from this proposal.
8. This estimate is based on the assumption that structural steel and/or wood panels will be fabricated in a local (within a 25-mile radius of an existing Krazan & Associates office) AISC Certified structural steel or ICC wood fabrication facility. Should fabrication occur in a non-certified facility, additional costs for travel, time, mileage and/or per-diem will be charged.

Attachment A
ANTICIPATED BUDGET - TESTING & INSPECTION SERVICES
Orting Emergency Evacuation Bridge
SR 162 @ Rocky Road NE
Orting, Washington

Site Inspections				
DESCRIPTION	VISITS	UNITS	RATE	COST
Soil/Asphalt Field Technician	15	75 hours	\$80.00	\$6,000.00
Gravel/Bank Run				
Proctor Analysis		1 each	\$250.00	\$250.00
Gradation Analysis		1 each	\$150.00	\$150.00
Sand Equivalent Analysis		1 each	\$150.00	\$150.00
Fracture Face Analysis		1 each	\$150.00	\$150.00
CSBC / CSTC				
Proctor Analysis		2 each	\$250.00	\$500.00
Gradation Analysis		2 each	\$150.00	\$300.00
Sand Equivalent Analysis		2 each	\$150.00	\$300.00
Fracture Face Analysis		2 each	\$150.00	\$300.00
Asphalt				
Asphalt Rice Density Analysis		1 each	\$200.00	\$200.00
Asphalt Extraction/Gradation Analysis		1 each	\$400.00	\$400.00
Concrete				
Reinforcing Steel/Concrete Inspection - Piling	10	80 hours	\$80.00	\$6,400.00
Mechanical Coupling Inspection - Piling	10	40 hours	\$80.00	\$3,200.00
Reinforcing Steel/Concrete Inspection - Pile Caps	10	60 hours	\$80.00	\$4,800.00
Reinforcing Steel/Concrete Inspection - Structure	20	120 hours	\$80.00	\$9,600.00
Concrete Compression Samples		250 each	\$35.00	\$8,750.00
Compression Sample Pickup		25 each	\$75.00	\$1,875.00
Welding				
Rebar Welding Inspection - Piling	10	40 hours	\$110.00	\$4,400.00
Structural Welding/Bolting Inspection	5	25 hours	\$110.00	\$2,750.00
Administrative				
Trip Charge (associated mileage)		80 each	\$35.00	\$2,800.00
Project Management (0.5 hrs/visit)		40 hours	\$110.00	\$4,400.00
TOTAL				\$57,675.00

Estimate of Fees. This cost estimate is based on the scope of work and assumptions outlined in our proposal number T24090WAT dated April 30, 2024 which are inclusive by reference. Client must recognize that construction materials testing and inspection services are highly dependent on the Contractors' schedules and production of their work, weather, overlapping of work and many other factors, which can influence the successful completion of our Services within the estimated cost. Therefore the quantities listed in our cost estimate should be considered approximate. **The estimate provided above does not imply a lump sum fee, not-to-exceed fee or guaranteed maximum price for all Services ultimately required.** This cost estimate does not include overtime, retests, or change in conditions or schedule.

Scheduling. Client or their designated agent shall cause all required tests and inspections of the site, materials and work performed by their Contractor and subcontractors to be scheduled no less than one full work day prior to the time when Consultant is to perform their scheduled tests or inspections. No claims for loss, damage or injury shall be brought against Consultant by Client or any third party for tests or inspections not performed due to inadequate scheduling notice provided to the Consultant by Client.

Billing Basis of Charges. Billing Increments. A four (4) hour minimum, portal to portal charge per call, applies to all Consultants services. Services beyond the initial minimum billing increment will be billed in increments of one (1) hour thereafter for each day's Services for each assigned technician.

Billing Rate Premiums. Services initiated between the hours of 7:00 a.m. and 4:00 p.m. will be performed at the Standard rates presented in the Proposal and Annual Fee Schedule with inclusion of Rate Premiums for weekends and holidays. Services initiated outside of these hours will be billed at the appropriate rate plus a premium of twenty (20) percent.

Billing Rate Premiums Overtime. Services rendered in excess of 8 hours on any weekday and up to 8 hours on Saturdays will be billed at one and one-half times (x 1.5) the Standard hourly rate. Services rendered in excess of 12 hours on any weekday, in excess of 8 hours on a Saturday, on Holidays or Sundays will be billed at double (x 2) the Standard hourly rate.

Late Cancellation. All cancellations without at least 4 hour notice of cancellation will be subject to the minimum charge per day canceled. Notice of cancellation must be received by our office during our office hours of 7:00 am to 4:00 pm Monday through Friday (excluding holidays) and cannot be left on the voice mail system.

Cost-Of-Living Adjustment. The rates presented are valid through December 31 of the year published. Where projects are on-going beyond December 31 of the year the proposal was issued, the rates presented in this proposal and our annual fee schedule are subject to an annual cost of living adjustment based on the consumer price index for the geographic area where our services are being provided, but in no case less than 5 percent.

**AGREEMENT FOR ENGINEERING CONSULTING SERVICES,
CONSTRUCTION OBSERVATION AND MATERIALS TESTING SERVICES**

THIS AGREEMENT is made by and between KRAZAN & ASSOCIATES, INC., hereinafter referred to as "Consultant", and PARAMETRIX, 1019 39th Avenue SE Ste 100, Puyallup, WA 98374, hereinafter referred to as "Client." This Agreement between the parties consists of the TERMS AND CONDITIONS (below), the attached PROPOSAL titled "Orting Emergency Evacuation Bridge," file number T24090WAT, dated April 30, 2024 ("PROPOSAL"), and any exhibits or attachments cited in the PROPOSAL, which are incorporated in full by this reference. This Agreement, executed in Tacoma, WA, is effective as of the date this Agreement is countersigned by Krazan & Associates, Inc, or the date on which Consultant initiates services as scheduled by Client, whichever occurs earlier. The parties agree as follows:

1. DEFINITIONS

1.1. Contract Documents. Plans, specifications, and agreements between Client and Contractor, including amendments, supplementary instructions, and change orders.

1.2. Contractor. The contractor or contractors, and including its/their subcontractors of every tier, retained to perform construction Work on the Project for which Consultant is providing Services under this Agreement.

1.3. Day(s). Calendar day(s) unless otherwise stated.

1.4. Hazardous Materials. The term Hazardous Materials means any toxic substances, chemicals, radioactivity, pollutants or other materials, in whatever form or state, known or suspected to impair the environment in any way whatsoever. Hazardous Materials include, but are not limited to, those substances defined, designated or listed in any federal, state or local law, regulation or ordinance concerning hazardous wastes, toxic substances or pollution.

1.5. Services. The professional services provided by Consultant as set forth in this Agreement, as included in Consultant's PROPOSAL and any written Change Order, Task Order or amendment to this Agreement, and Consultant's professional services as scheduled by Client's contractor through oral or written communication.

1.6. Work. The labor, materials, equipment and services of the Contractor required to complete the Work described in the Contract Documents.

1.7. Fee Schedule. Consultant's standard annual fee schedule unless project specific fee schedule is provided.

1.8 Inspection (or Observation). Visual determination of conformance with specific or, on the basis of Consultant's professional judgment, general requirements.

1.9 Testing. Measurement, examination, performance of tests, and any other activities to determine the characteristics or performance of materials.

2. SCOPE OF SERVICES

2.1. Services Provided, Scheduling. Consultant will provide construction materials testing and inspection services as set forth in the PROPOSAL and any additional services requested by Client by oral or written request (Scope of Services). Client or their designated agent shall cause all required tests and inspections of the site, materials and work performed by their Contractor to be scheduled no less than one full work day prior to the time when Consultant is to perform their scheduled tests or inspections. No claims for loss, damage or injury shall be brought against Consultant by Client or any third party for tests or inspections not performed due to inadequate scheduling notice provided to the Consultant by Client.

2.2. Changes in Scope. Client may request changes in the scope of services identified in the PROPOSAL. Such changes, including any additional types of Work to be inspected and/or tested, or any change in Consultant's compensation or time of performances, which may be requested in writing or orally and which are mutually agreed upon by Consultant and Client, will be incorporated in this Agreement. All Services performed by Consultant on the Project are subject to the terms and limitations of this Agreement. If Services are performed, but the parties do not reach agreement concerning modifications to the PROPOSAL, Services or compensation, then the terms and limitations of this Agreement apply to such Services, except for the payment terms. The parties agree to resolve disputes concerning modifications to scope or compensation pursuant to Section 15, "Disputes."

2.3. Excluded Services. Consultant's Services under this Agreement include only those Services specified in the PROPOSAL, and those services subsequently requested by Client and agreed to by Consultant. Client expressly releases any claim against Consultant relating to any additional Services that Consultant recommended or that the project designer or Building Official required, but that Client either did not authorize or instructed Consultant not to perform.

2.4. Authority of Consultant. Consultant will report observations and data to the Client and the General Contractor. Consultant will report any observed work to the Client or Client's representative, which, in Consultant's opinion, does not conform with plans, specifications, and codes applicable to the Project. Consultant has no right or responsibility to approve, accept, reject, or stop work of any agent of the Client.

2.5. Variation of Material Characteristics and Conditions. Observations and standardized sampling, inspection and testing procedures employed by Consultant will indicate conditions of materials and construction activities only at the precise location and time where and when Services were performed. Client recognizes that conditions of materials and construction activities at other locations may vary from those measured or observed, and that conditions at one location and time do not necessarily indicate the conditions of apparently identical material(s) at other locations and times. Services of Consultant, even if performed on a continuous basis, should not be interpreted to mean that Consultant is observing, verifying, testing or inspecting all materials on the Project. Consultant is responsible only for those data, interpretations, and recommendations regarding the actual materials and construction activities observed, sampled, inspected or tested, and is not responsible for other parties' interpretations or use of the information developed. Consultant may make certain inferences based upon the information derived from these procedures to formulate professional opinions regarding conditions in other areas.

2.6. Sampling, Inspection & Test Locations. Unless specifically stated otherwise, the Services do not include surveying the Site or precisely identifying sampling, inspection or test locations. Sampling, inspection and test locations will be based on field estimates and information furnished by Client and its representatives. Unless stated otherwise in the report, such locations are approximate. Consultant will take reasonable precautions to limit damage to the Project Site or Work due to the performance of Services, but Client understands that some damage may necessarily occur in the normal course of Services, and this Agreement does not include repair of such damage unless specifically stated in the PROPOSAL.

2.7. Independent Contractor. Consultant will perform Services under this Agreement as an independent contractor.

3. PAYMENTS TO CONSULTANT

3.1. Basic Services. Consultant will perform its services on a time and materials basis unless alternate payment terms are specifically stated in the PROPOSAL.

3.2. Additional Services. Any Services performed under this Agreement, including increased hours or units for those Services expressly identified in the attached PROPOSAL, and any additionally requested inspection and/or testing tasks, will be provided on a time and materials basis at the rates established for the project unless otherwise specifically agreed to in writing by both parties.

3.3. Estimate of Fees. Testing and Inspection services are highly dependent on contractors' schedules, weather, overlapping of work and many other factors. Client recognizes that changes in scope and schedule, and unforeseen circumstances, Contractor performance and production of the Work can all influence the successful completion of Services within the estimated cost.

The provision of an estimate of fees or a cost estimate is not a guarantee that the Services will be completed for that amount; Consultant's Services shall continue on a time and materials basis to completion of the Services unless directed otherwise by Client. Furthermore, the provision of a "not to exceed" limitation is not a guarantee that the Services will be completed for that amount; rather, it indicates that Consultant will not incur fees and expenses chargeable to Client in excess of the "not to exceed" limitation amount without notifying Client in writing that the "not-to-exceed" amount has been reached and that Services will continue on a time and materials basis unless directed by Client to discontinue any further Services. Consultant Project Manager charges are above and beyond unit rates quoted.

3.4. Rates. Client will pay Consultant at the rates set forth in the PROPOSAL and Fee Schedule.

3.4.1. Billing Increments. A four (4) hour minimum, portal to portal charge per call, applies to all Consultants services. Services beyond the initial minimum billing increment will be billed in increments of one (1) hour(s) for the first 8 hours and at increments of one hour thereafter for each day's Services for each assigned technician.

3.4.2. Billing Rate Premiums. Services initiated between the hours of 7:00 a.m. and 4:00 p.m. will be performed at the standard rates presented in the PROPOSAL and Fee Schedule. Services initiated outside of these hours will be billed at the appropriate rate plus a premium of 50 percent. Additionally,

services rendered on Saturdays or in excess of 8 hours on any week day will be billed at time and a-half the hourly rate. Services rendered on Holidays, Sundays, or in excess of 8 hours on a Saturday or in excess of 12 hours on any weekday will be charged at double the hourly rate. Late cancellation may be subject to reasonable charges if personnel cannot be appropriately reassigned.

3.4.3. Changes to Rates. Client and Consultant agree that the rates presented in the PROPOSAL and the Fee Schedule are applicable only through December 31 of the year published, unless stated otherwise in the PROPOSAL, and are subject to periodic review and amendment, as appropriate to reflect Consultant's then-current fee structure. Unless otherwise provided for in the PROPOSAL, where projects are on-going beyond December 31 of the year the services were initiated, the rates presented in the PROPOSAL and Fee Schedule are subject to an annual cost of living adjustment based on the consumer price index for the geographic area where our services are being provided. Notwithstanding the foregoing, where Prevailing Wage regulations apply Consultant's labor rates are subject to revision based on determinations made by the governing agency. Where labor rates are increased during the course of the project Consultant's billing rates presented in the PROPOSAL and the Fee Schedule shall be increased proportionally with respect to any mandated labor and/or benefits rate increases unless otherwise stipulated in the PROPOSAL. In the event that the cost of fuel increases 10 percent or more over the course of the project a fuel surcharge may be imposed to recoup the added costs incurred by Consultant. Consultant will give Client at least 30 days advance notice of any changes. Unless Client objects in writing to the proposed amended fee structure within 30 days of notification, the amended fee structure will be incorporated into this Agreement and will then supersede any prior fee structure. If Client timely objects to the amended fee structure, and Consultant and Client cannot agree upon a new fee structure within 30 days after notice, Consultant may terminate this Agreement and be compensated as set forth under Section 14, "Termination."

3.4.4. Prevailing Wages. Unless Client specifically informs Consultant in writing that prevailing wage regulations cover the Project and Client provides Consultant with the applicable Determination that includes Client's Services, and the Scope of Services identifies it as covered by such regulations, Client will reimburse, defend, indemnify and hold harmless Consultant from and against any liability resulting from a subsequent determination that prevailing wage regulations cover the Project, including all costs, fines and attorneys' fees.

3.5 Expenses. Miscellaneous out-of-pocket charges, such as parking, air fare, car/equipment rental, mailing, shipping, subcontractor charges, etc., will be charged on a cost plus overhead basis. On remote jobs or at fabrication facilities, subsistence, when not furnished, will be an additional charge.

3.6. Payment Timing; Late Charge. Consultant will submit invoices to Client periodically, but no more frequently than every two (2) weeks. All invoices are due and payable upon receipt. Upon Consultant's approval of Client for 30-day payment terms Client shall pay undisputed portions of each progress invoice within thirty (30) days of the date of the invoice. The invoice amounts shall be presumed to be correct unless Client notifies Consultant in writing. If Client objects to all or any portion of any invoice, Client will so notify Consultant in writing within fourteen (14) calendar days of the invoice date, identify the cause of disagreement, and promptly pay when due that portion of the invoice not in dispute. The parties will immediately make every effort to settle the disputed portion of the invoice. In the absence of written notification described above, the balance as stated on the invoice will be paid. Payment thereafter will first be applied to accrued late payment charges interest on unpaid undisputed charges and then to the unpaid principal amount. Consultant reserves the right to apply payments to Client's outstanding invoices from oldest to most recent regardless of project or invoice designation on checks received. All amounts unpaid when due will include a late payment charge from the date of the invoice, at the rate of 1-1/2% per month or the highest rate permitted by law on the unpaid balance from the invoice date until the invoice is paid. Consultant reserves the right to require payment in full on any and all invoices on Client's account regardless of project prior to releasing field notes, laboratory test data, photographs, analyses and/or reports. All undisputed amounts due to Consultant by Client shall be paid in full prior to Consultant's release of final reports or other required forms of certified or verified reports. If the account becomes delinquent, the Client will reimburse Consultant for all time spent and expenses (including fees of any attorney, collection agency, and/or court costs) incurred in connection with collecting any delinquent amount. Consultant shall not be bound by any provision or agreement conditioning Consultant's right to payment upon payment by a third party. In the event of a legal action for invoice amounts not paid, attorneys' fees, court costs, and other related expenses shall be paid to the prevailing party. Client's failure to pay Consultant when due the failure to pay will constitute a substantial failure of Client to perform under this Agreement and Consultant will have the right to stop all current work and withhold letters, reports, or any verbal consultation until the invoice is paid in full. In the event that Client fails to pay Consultant within sixty (60) days after any invoice is rendered, Client agrees that Consultant will have the right to consider the failure to pay Consultant's invoice as a breach of this Agreement. If the Client requests back-up data or changes to the format of the standard invoice, an administrative fee of \$100 per invoice may be charged plus \$1 per page of back-up data.

4. STANDARD OF PERFORMANCE; DISCLAIMER OF WARRANTIES

4.1 Professional Standards. Subject to the limitations inherent in the agreed Scope of Services as to the degree of care, the amount of time and expenses to be incurred, and subject to any other limitations contained in this Agreement, Consultant will perform the Services consistent with that level of care and skill ordinarily exercised by other professionals providing similar services in the same locale and under similar circumstances at the time the Services are performed. No other representation and no warranty or guarantee, express or implied, is included or intended by this Agreement or any report, opinion, document, or other instrument of service.

4.2. Level of Service. Consultant offers different levels of construction observation, inspection and materials testing Services to suit the desires and needs of different clients. Although the possibility of error can never be eliminated, more detailed and extensive Services yield more information and reduce the probability of error, but at increased cost. Client must determine the level of Services adequate for its purposes. Client has reviewed the PROPOSAL and has determined that it does not need or want a greater level of Services than that specifically identified in the PROPOSAL.

4.3. No Warranty. Client recognizes the inherent risks connected with site development and construction activities, and understands when signing that those risks are not entirely eliminated through the services of Consultant. Consultant's tests and observations of the Work are not a guarantee of the quality of Work and do not relieve other parties from their responsibility to perform their Work in accordance with applicable plans, specifications and requirements. Therefore, in signing this Agreement the Client understands that Consultant neither makes nor intends a warranty or guarantee, express or implied, of any type nor does it create a fiduciary responsibility to Client by Consultant.

5. CONTRACTOR'S PERFORMANCE

Consultant is not responsible for Contractor's means, methods, techniques or sequences during the performance of its Work. Consultant will not supervise or direct Contractor's Work, or be liable for any failure of Contractor to complete its Work in accordance with the Project's plans, specifications and applicable codes, laws and regulations. Client understands and agrees that Contractor, not Consultant, has sole responsibility for the safety of persons and property at the Project Site. Consultant shall not be responsible for job site safety or the evaluating and reporting of job conditions concerning health, safety or welfare.

6. CLIENT'S RESPONSIBILITIES

In addition to payment for the Services performed under this Agreement, Client agrees to:

6.1. Access. Grant or obtain free access to the Project Site for all equipment and personnel necessary for Consultant to perform its Services under this Agreement.

6.2. Relevant Information. Supply Consultant with all information and documents relevant to Consultant's Services. Consultant is entitled to rely upon such information without verifying its accuracy. Client will notify Consultant of any known potential or possible health or safety hazard regarding the materials to be tested, including its intended use, chemical composition, relevant MSDS, manufacturers' specifications and literature, and any previous test results.

6.3. Project Information. Client agrees to provide Consultant within 5 days after written request, a correct statement of the recorded legal title to the property on which the Project is located and the Client and/or Owner's interest therein, and the identity and address of any construction lender.

7. CHANGED CONDITIONS

If Consultant discovers conditions or circumstances that it had not contemplated at the commencement of this Agreement ("Changed Conditions"), Consultant will notify Client in writing of the Changed Conditions. Client and Consultant agree that they will then renegotiate in good faith the terms and conditions of this Agreement. If Consultant and Client cannot agree upon amended terms and conditions within 30 days after notice, Consultant may terminate this Agreement and be compensated as set forth in Section 14, "Termination."

8. ALLOCATION OF RISK

8.1. Limitation of Liability. The total cumulative liability of Consultant, its subconsultants and subcontractors, and all of their respective shareholders, directors, officers, employees and agents (collectively "Consultant Entities"), to Client and its successors and all parties included as additional insured on Consultant's insurance policies and all of their respective shareholders, directors, officers, employees and agents (collectively "Client Entities") arising from or relating to Services under this Agreement, including attorney's fees due under this Agreement, will not exceed the gross compensation received by Consultant

under this Agreement or fifty thousand dollars (\$50,000.00) whichever is greater; provided, however, that such liability is further limited as described below. This limit is an aggregate limit with respect to all services on the project, whether provided under this, prior or subsequent agreements, unless modified in writing, agreed to and signed by authorized representatives of the parties. This limitation applies to all lawsuits, claims or actions that allege errors or omissions in Consultant's Services, whether alleged to arise in tort, contract, warranty, or other legal theory. Upon Client's written request, Consultant and Client may agree to increase the limitation to a greater amount in exchange for a negotiated increase in Consultant's fee, provided that they amend this Agreement in writing as provided in Section 16. Consultant Entities and Client Entities also agree that the Client Entities will not seek damages in excess of the limitations indirectly through suits with other parties who may join Consultant as a third-party defendant.

8.2. Indemnification. Client will indemnify, defend and hold harmless Consultant, its subconsultants and subcontractors, and all of their respective shareholders, directors, officers, employees and agents (collectively "Consultant Entities") from and against any and all claims, suits, liabilities, damages, expenses (including without limitation reasonable attorney's fees and costs of defense) or other losses (collectively "Losses") except to the extent caused by the sole negligence of Consultant. In addition, except to the extent caused by Consultant's negligence, Client expressly agrees to defend, indemnify and hold harmless Consultant Entities from and against any and all Losses arising from or related to the existence, disposal, release, discharge, treatment or transportation of Hazardous Materials, or the exposure of any person to Hazardous Materials, or the degradation of the environment due to the presence, discharge, disposal, release of or exposure to Hazardous Material.

8.3. Consequential Damages. Neither Client nor Consultant will be liable to the other for any special, consequential, incidental or penal losses or damages of whatever nature including but not limited to losses, damages or claims related to the unavailability of property or facilities, shutdowns or service interruptions, loss of use, loss of profits, loss of revenue, or loss of inventory, or for use charges, cost of capital, or claims of the other party and/or its customers, which may arise directly or indirectly as a result of the Services provided by Consultant under this Agreement.

8.4. Continuing Agreement. The provisions of this Section 8, "Allocation of Risk," will survive the expiration or termination of this Agreement. If Company provides Services to Client that the parties do not confirm through execution of an amendment to this Agreement, the provisions of this Section 8 will apply to such Services as if the parties had executed an amendment.

8.5. No Personal Liability. Client and Consultant intend that Consultant's Services will not subject Consultant's individual employees, officers or directors to any personal liability. Therefore, and notwithstanding any other provision of this Agreement, Client agrees as its sole and exclusive remedy to direct or assert any claim, demand or suit only against the business entity identified as "Consultant" on the first page of this Agreement.

9. INSURANCE

9.1. Consultant's Insurance. Consultant carries Statutory Workers' Compensation and Employer's Liability Insurance; Commercial General Liability Insurance for bodily injury and property damage; Automobile Liability Insurance, including liability for all owned, hired and non-owned vehicles; and Professional Liability Insurance. Certificates of insurance can be furnished upon written request but may not be processed unless accompanied by a signed Agreement. Client agrees not to withhold payment to Consultant for Client's failure to make such a timely request and such requests may not be honored if made after final completion of authorized Services. Additional charges may apply for Waiver of Subrogation and Additional Insured Endorsements. Consultant assumes the risk of damage caused by Consultant's personnel to Consultant's supplies and equipment.

9.2. Contractor's Insurance. Client shall require that all Contractors and subcontractors for the Project name Consultant as an additional insured under their General Liability and Automobile Liability insurance policies. If Client is not the Project owner, Client will require the Project owner to require the owner's Contractor to purchase and maintain General Liability, Builder's Risk, Automobile Liability, Workers' Compensation, and Employer's Liability insurance with limits no less than as set forth above, and to name Consultant and its subcontractors and subconsultants as additional insureds on the General Liability insurance. Upon request, Client will provide Consultant with certificate(s) of insurance evidencing the existence of the policies required herein.

10. OWNERSHIP AND USE OF DOCUMENTS

10.1. Use of Documents. Documents prepared by Consultant are solely for use by Client and will not be provided by either party to any other person or entity, other than the project Architect, Structural Engineer, General Contractor and Building Department, without Consultant's prior written consent.

10.1.1. Use by Client. Client has the right to reuse the Documents for purposes reasonably connected with the Project for which the Services are provided, including without limitation design and licensing requirements of the Project.

10.1.2. Use by Consultant. Consultant retains the right of ownership with respect to any patentable concepts or copyrightable materials arising from its Services and the right to use the Documents for any purpose.

10.2. Electronic Media. Consultant may agree at Client's request to provide Documents and information in an electronic format as a courtesy. However, the paper original issued by Consultant will remain the final documentation of the Services.

10.3. Unauthorized Reuse. No party other than Client may rely, and Client will not represent to any other party that it may rely on Documents without Consultant's express prior written consent and receipt of additional compensation. Client will defend, indemnify and hold harmless Consultant from and against any claim, action or proceeding brought by any party claiming to rely upon information or opinions contained in Documents provided to such person or entity, published, disclosed or referred to without Consultant's prior written consent.

11. SAMPLES

Consultant will dispose of all samples collected during the construction phase of the project immediately upon completion of testing. Upon request received prior to the initiation of testing, Consultant will deliver samples to the Client or will store them for an agreed delivery or storage charge. All samples shall remain the property of the Client and, in the absence of evidence of contamination, Consultant shall dispose of samples for the Client. Client shall be responsible for and promptly pay for the removal and lawful disposal of all contaminated samples and hazardous materials and other hazardous substances, unless otherwise agreed in writing.

12. ASSIGNMENT AND SUBCONTRACTS

During the term of this Agreement and following its expiration or termination for any reason, neither party may assign this Agreement or any right or claim under it, in whole or in part, without the prior written consent of the other party, except for an assignment of proceeds for financing purposes. Any assignment that fails to comply with this paragraph will be void and of no effect. Consultant may subcontract for the services of others without obtaining Client's consent if Consultant deems it necessary or desirable for others to perform certain Services.

13. SUSPENSION AND DELAYS

13.1. Procedures. Client may, at any time by 10 days written notice suspend performance of all or any part of the Services by Consultant. Consultant may terminate this Agreement if Client suspends Consultant's Services for more than 60 days and Client will pay Consultant as set forth under Section 14, "Termination." If Client suspends Consultant's Services, or if Client or others delay Consultant's Services, Client and Consultant agree to equitably adjust: (1) the time for completion of the Services; and (2) Consultant's compensation in accordance with Consultant's then current Fee Schedule for the additional labor, equipment, and other charges associated with maintaining its workforce for Client's benefit during the delay or suspension, or charges incurred by Consultant for demobilization and subsequent remobilization.

13.2. Liability. Consultant is not liable to Client for any failure to perform or delay in performance due to circumstances beyond Consultant's control, including but not limited to pollution, contamination, or release of hazardous substances, strikes, lockouts, riots, wars, fires, flood, explosion, "acts of God," adverse weather conditions, acts of government, labor disputes, delays in transportation or inability to obtain material and equipment in the open market.

14. TERMINATION

14.1. Termination for Convenience. Consultant and Client may terminate this Agreement for convenience upon 30 days written notice delivered or mailed to the other party.

14.2. Termination for Cause. In the event of material breach of this Agreement, the non-breaching party may terminate this Agreement if the breaching party fails to cure the breach within 5 days following delivery of the non-breaching party's written notice of the breach to the breaching party. The termination notice must state the basis for the termination. The Agreement may not be terminated for cause if the breaching party cures the breach within the 5-day period.

14.3. Payment on Termination. Following termination other than for Consultant's material breach of this Agreement, Client will pay Consultant for Services performed prior to the termination notice date, and for any necessary Services and expenses incurred in connection with the termination of the Project, including but not limited to, the costs of completing analysis, records and reports necessary to document job status at the time of termination and costs associated with termination of subcontractor contracts in accordance with Consultant's then current Fee Schedule.

15. DISPUTES

15.1. Mediation. All disputes between Consultant and Client, except those involving Client's failure to pay undisputed invoices as provided herein and excluding Consultant's perfection of any mechanic's lien, are subject to mediation. Either party may demand mediation by serving a written notice stating the essential nature of the dispute, amount of time or money claimed, and requiring that the matter be mediated within 45 days of service of notice. The mediation shall be administered by the American Arbitration Association or by such other person or organization as the parties may agree upon, in accordance with the rules of the American Arbitration Association.

15.2. Precondition to Other Action. No action or suit, except those involving Client's failure to pay undisputed invoices as provided herein and excluding Consultant's perfection of any mechanic's lien, may be commenced unless the mediation did not occur within 45 days after service of notice; or the mediation occurred but did not resolve the dispute; or a statute of limitation would elapse if suit was not filed prior to 45 days after service of notice. If the matter is referred to arbitration, the arbitration shall be conducted in Pierce County, Washington. The arbitrator shall be appointed within 60 days of the arbitrators' receipt of a written request to arbitrate the dispute. The arbitrator shall be authorized to provide all recognizable remedies available in law or equity for any cause of action that is the basis of the arbitration (to the extent such remedy is not otherwise precluded under this Agreement), provided that (i) the arbitrator shall not have the authority to award punitive damages, and (ii) each party shall bear its own costs and attorney's fees related to the arbitration.

15.3. Choice of Law; Venue. This Agreement will be construed in accordance with and governed by the laws of the state of Washington. Except for actions, such as for enforcement of mechanic's liens, which are required by statute to be brought in a specific venue, or unless the parties agree otherwise, any mediation or other legal proceeding will occur in Pierce County, Washington. Client waives the right to have the suit brought, or tried in, or removed to, any other county or judicial jurisdiction. The prevailing party will be entitled to recovery of all reasonable costs incurred, including court costs, reasonable attorney's fees, and other claim related direct expenses.

15.4. Statutes of Limitations. Any applicable statute of limitations will be deemed to commence running on the earlier of the date of substantial completion of Consultant's Services under this Agreement or the date on which claimant knew, or should have known, of facts giving rise to its claims.

16. MISCELLANEOUS

16.1. Integration and Severability. This Agreement reflects the entire agreement of the parties with respect to its terms and conditions, and supersedes all prior agreements, whether written or oral. If any portion of this Agreement is void or voidable, such portion will be deemed stricken and the Agreement reformed to as closely approximate the stricken portions as the law allows. If any of the provisions contained in this Agreement are held illegal, invalid, or unenforceable, the enforceability of the remaining provisions will not be impaired.

16.2. Modification of This Agreement. This Agreement may not be modified or altered, except by a written agreement signed by authorized representatives of both parties and referring specifically to this Agreement.

16.3. Notices. Any and all notices, requests, instructions, or other communications given by either party to the other must be in writing and either hand delivered to the recipient or delivered by first-class mail with return receipt_(postage prepaid) or express mail (billed to sender) at the addresses given in this Agreement.

16.4. Headings. The headings used in this Agreement are for convenience only and are not a part of this Agreement.

16.5. Waiver. The waiver of any term, conditions or breach of this Agreement will not operate as a subsequent waiver of the same term, condition, or breach. One or more waivers of any term, condition or covenant by either party shall not be construed as a waiver of any other term, condition or covenant.

16.6. Survival. These terms and conditions survive the completion of the Services and/or the termination of this Agreement, whether for cause or for convenience.

16.7. Warranty Of Authority To Sign, Personal Guarantee. The person signing this contract warrants that he/she has authority to sign on the behalf of the Client for whose benefit Consultant's services are rendered. If such person does not have such authority, he/she agrees that he/she is personally liable for obligations under this Agreement and all breaches of this contract and that in any action against him/her for breach of such warranty, reasonable attorney's fees shall be included in any judgment rendered. Further, if Client fails to perform and is in breach of this Agreement the person signing this Agreement agrees that he/she is personally liable for obligations under this Agreement and all breaches of this contract and that in any action against him/her for breach of such warranty, reasonable attorney's fees shall be included in any judgment rendered.

16.8. Precedence. These Terms and Conditions take precedence over any inconsistent or contradictory provisions contained in any other agreement term, proposal, purchase order, requisition, notice to proceed, or other document regarding Consultant's Services.

16.9. Incorporation of Provisions Required By Law. Each provision and clause required by law to be inserted in this Agreement is included herein, and the Agreement should be read and enforced as though each were set forth in its entirety herein.

17. ENTIRE AGREEMENT

This Agreement between the parties consists of these Terms, the PROPOSAL by the Consultant, and any exhibits or attachments noted in the PROPOSAL. Together, these elements will constitute the entire Agreement superseding any and all prior negotiations, correspondence, or agreements either written or oral. The Parties have read the foregoing, understand completely the terms, and willingly enter into this Agreement. This Agreement was developed to be fair and reasonable to both parties. The terms of this Agreement will prevail over any different or additional terms in Client's purchase order or other forms provided by Client to Consultant as part of the authorization process unless agreed in writing by Consultant. The parties acknowledge that there has been an opportunity to negotiate the terms and conditions of this Agreement and agree to be bound accordingly. Consultant's acceptance of this Agreement is pending credit review and a retainer fee may be required.

Client: PARAMETRIX

Consultant: KRAZAN & ASSOCIATES, INC.

Signature Date

Signature Date

Name (Please Print)

William B. Throne

Name (Please Print)

Title

Operations Manager

Title



**City Of Orting
Council Agenda Summary Sheet**

	Agenda Bill #	Recommending Committee	Study Session Dates	Regular Meeting Dates
Subject: Public Hearing 6-Year TIP 2025-2030	AB24-XX	Public Works 6.5.2024		6.12.2024; 6.26.2024
	Department:	Public Works Department		
	Date Submitted:	6.5.2024		
Cost of Item:	<u>N/A</u>			
Amount Budgeted:	<u>\$ N/A</u>			
Unexpended Balance:	<u>\$ N/A</u>			
Bars #:	N/A			
Timeline:	7.1.2024			
Submitted By:	Marshall Maurer and Ryan McBee, Public Works Department			
Fiscal Note:	N/A			
Attachments:	Resolution No. 2024-XX, 2025-2030 6-Year TIP, Appendix A 6-Year TIP 2025-2030			
SUMMARY STATEMENT:				
<p>The adoption of the 6-Year Transportation Improvement Plan (TIP) is a requirement by state law provided under at RCW 35.77.010 that, pursuant to one or more hearings, the City Council shall by July 1st of each year prepare and adopt a comprehensive transportation program (Transportation Improvement Program) for the ensuing six calendar years.</p> <p>The Growth Management Act requires (RCW 36.70A.070) that the City of Orting Comprehensive Plan include a transportation element that is consistent with the City's 6-year Transportation Improvement Program.</p> <p>The City's adopted comprehensive plan as the Transportation Appendix, Orting 2040 Transportation Plan, incorporates by reference the updated Transportation Improvement Program as part of the Transportation Element of the Comprehensive Plan.</p> <p>The City Council reviews the 6-Year TIP annually and holds a public hearing to obtain citizen input on the Program.</p> <p>Appendix A, the 6-Year TIP, is adopted by reference in the City of Orting Municipal Code</p>				
RECOMMENDED MOTION: Motion:				
<p>To adopt Resolution No. 2024-XX; a resolution of the City of Orting, Washington, adopting the 2025-2030 6-year Transportation Improvement Program.</p>				

CITY OF ORTING
WASHINGTON
RESOLUTION NO. 2024-XX

**A RESOLUTION OF THE CITY OF ORTING,
WASHINGTON, ADOPTING THE 2025-2030 6-YEAR
TRANSPORTATION IMPROVEMENT PROGRAM.**

WHEREAS, state law provides at RCW 35.77.010 that, pursuant to one or more hearings, the City Council shall by July 1st of each year prepare and adopt a comprehensive transportation program (Transportation Improvement Program) for the ensuing six calendar years; and

WHEREAS, the Growth Management Act requires (RCW 36.70A.070) that the City of Orting Comprehensive Plan include a transportation element consistent with the City's six-year Transportation Improvement Program; and

WHEREAS, the City's adopted comprehensive plan as the Transportation Appendix, Orting 2040 Transportation Plan incorporates by reference the updated Transportation Improvement Program as part of the Transportation Element of the Comprehensive Plan; and

WHEREAS, the City Council reviews annually the Six-Year Transportation Improvement Program, and conducts a public hearing to obtain citizen input on the Program; and

WHEREAS, the City duly noted and conducted a public hearing regarding amendments and updates to the Transportation Improvement Program on **June 26, 2024**; and

WHEREAS, the City Council desires to adopt the City's 2025-2030 Six-Year Transportation Improvement Program following such annual review;

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF ORTING, WASHINGTON, DOES RESOLVE AS FOLLOWS:

Section 1. 2025-2030 Six-Year Transportation Improvement Program Adopted. The City of Orting hereby adopts the 2025-2030 Six-Year Transportation Improvement Program, attached hereto as **APPENDIX "A"** and by this reference fully incorporated herein. Said Transportation Improvement Program is adopted with an effective date of July 1, 2024 and the appendix to the Transportation element of the City of Orting Comprehensive Plan is amended, as provided therein, to include the updated 2025-2030 Transportation Improvement Program.

Section 2. Submittal to Secretary of Transportation. The Mayor is requested to direct the City Administrator to forward the adopted Transportation Improvement Program to the Secretary of Transportation as required by RCW 35.77.010(3).

**PASSED BY THE CITY COUNCIL OF THE CITY OF ORTING, WASHINGTON,
AT A REGULAR MEETING THEREOF ON THE 26th DAY OF JUNE, 2024.**

CITY OF ORTING

Joshua Penner, Mayor

ATTEST/AUTHENTICATED:

Kimberly Agfalvi, City Clerk

Approved as to form:

Charlotte Archer, City Attorney

Passed by the City Council:
Resolution No.:

EXHIBIT "A"

Six-Year Transportation Improvement Program; 2025-2030

Project #	Fund	Appendix A 2025-2030 Transportation Plan (TIP) & Capital Improvement Program (CIP)							Project Costs
		Transportation Improvement Program (TIP)							
Arterial Streets		2024	2025	2026	2027	2028	2029	2030	
1	101/401/408/410	Whitehawk Boulevard Extension (WBE) Design							\$ 11,910,000
1	101/401/408/410	WBE Right of Way		\$ 910,000					
1	101/401/408/410	WBE Construction Phase 1			\$ 5,500,000				
1	101/401/408/410	WBE Construction Phase 2				\$ 5,500,000			
1	101/401/408/410	WBE Construction Phase 3							
2	101/401/408/410	Kansas Street SW Reconstruction (KSR) Design							\$ 5,475,000
2	101/401/408/410	KSR Final Design		\$ 75,000					
2	101/401/408/410	KSR Reconstruction Design			\$ 1,400,000	\$ 4,000,000			
3	State Grant	SR 162 Emergency Evacuation Bridge (EEB) Design							\$ 9,000,000
3	State Grant	EEB Construction	\$ 5,000,000	\$ 4,000,000					
Total			\$ 5,000,000	\$ 4,985,000	\$ 6,900,000	\$ 9,500,000	\$ -	\$ -	\$ -
Street Preservation & Maintenance Program		2024	2025	2026	2027	2028	2029	2030	
4	101	Crack Sealing		\$ 75,000					\$ 1,235,876
4	101	Chief Emmons		\$ 25,000					
4	101	Chip Seal - Olive Street			\$ 10,219				
4	101	Chip Seal - Whitehawk Blvd (Washington Ave to Orting Ave)			\$ 75,619				
4	101	Chip Seal - Calistoga St (Kansas St to Corrin Ave)			\$ 56,203				
4	101	Curb Ramps			\$ 10,900				
4	101	Overlay - Eldredge Ave (Whitesell St to Calistoga St)				\$ 63,000			
4	101	Chip Seal - Tacoma Ave				\$ 25,200			
4	101	Overlay - Corrin Ave (Whitesell St to Bridge St)				\$ 179,000			
4	101	Curb Ramps				\$ 11,200			
4	101	Reconstruction - Skinner Way (Calistoga St to Belfair Ave)					\$ 273,000		
4	101	Overlay - Anderson St (Williams St to Boatman Ave)					\$ 71,156		
4	101	Curb Ramps					\$ 11,500		
4	101	Overlay - Deeded Lane (Calistoga St to Eldredge St)						\$ 145,000	
4	101	Orting Ave (Callendar St to Whitehawk Blvd)						\$ 44,988	
4	101	Curb Ramps						\$ 11,800	
4	101	Overlay (Corrin Ave, S of Harman Way)						\$ 70,331	
4	101	Chip Seal - Stone St (Headley Ave to Mellinger Ave)						\$ 14,747	

7	401	WSDOT Franchise		XXXXX						
7	401	Water Line relocation: WSDOT\Fish Passage Upgrade		TBD						
7	401	Water line relocation: Orville and SR162 (Rouche/Card Creek Crossing?)		Design	Const.					
Sewer Capital Improvement Program			2024	2025	2026	2027	2028	2029	2030	
8	408	System Plan		XXXXX						\$ 20,845,000
8	408	SCADA Sewer		\$ 175,000						
8	408	WRRF/WWTP Upgrades Design (complete in 2024?)								
8	408	WRRF/WWTP Upgrades Construction		\$ 16,000,000	\$ 2,500,000					
8	408	Process Design			XXXXX					
8	408	Membrane Filitation Design			XXXXX	XXXXX				
8	408	Membrane Filtration Upgrade					XXXXX			
8	408	Lagoon Dredge		\$ 850,000						
8	408	Manhole Upgrades		XXXXX	XXXXX	XXXXX	XXXXX	XXXXX		
8	408	I&I Improvements Design			\$ 30,000	\$ 30,000	\$ 30,000	\$ 30,000		
8	408	I&I Improvements Construction			\$ 300,000	\$ 300,000	\$ 300,000	\$ 300,000		
Parks Capital Improvement Program			2024	2025	2026	2027	2028	2029	2030	
9	105	Parks Master Plan Design and Construction	XXXXX							\$ 2,285,000
9	PSRC Grant?	Realignment of Trail Design (\$23,000 in-kind)	\$ 175,000							
9	105	Realignment of Trail Construction	\$ -	\$ 1,260,000	\$ -	\$ -	\$ -			
9	105	Calistoga/Whitehawk Master Plan								
9	105	Whitehawk/Gratzer Park Complex Master Plan?								
9	105	Charter Park Court Complex Design		\$ 50,000						
9	105	Charter Park Court Complex Construction			\$ 800,000					
9	105	Play Structure Ground Cover	TBD	TBD	TBD	TBD	TBD			
Facilities Capital Improvement Program			2024	2025	2026	2027	2028	2029	2030	
10	304	Develop Plan to Dispose of Old Facilities		TBD	TBD	TBD	TBD	TBD	TBD	\$ -
10	304	MPC/Library Window Replacement								
10	304	Old City Hall Roof								