

**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  
Public Works Superintendent Ryan McBee  
PW Admin Asst. Laura Hinds  
Building Official Tim Lincoln  
Engineer JC Hungerford

City of Orting Public Works Committee

**AGENDA**



**Wednesday, July 3, 2024 – 2:30 p.m.**  
**ORTING CITY HALL, COUNCIL CHAMBERS, 104 BRIDGE ST S**

**ZOOM LINK**

<https://us06web.zoom.us/j/83145546438?pwd=S1M7ZDbnRpKIpi22zfxuHQcDCtrA9q.1>

Meeting ID: 831 4554 6438

Passcode: 351497

- Call Meeting to Order, Roll Call
- Approval of Minutes (APRIL, MAY & JUNE)
- Public Comment & Presentations

**DEPARTMENT REPORTS**

**Est. Time**

**Action**

<p><b>1. BUILDING – Tim Lincoln</b> 1.1 No Updates for June</p>		
<p><b>2. ADMINISTRATION –City Administrator Scott Larson</b> 2.1 Goals 2.2 Pierce County Water/Sewer Franchise Agreement</p>	Min 15	
<p><b>3. ENGINEERING UPDATES – JC Hungerford PE, Parametrix</b> 3.1 Kansas Street SW     3.1.1 NEPA Review 3.2 Whitehawk Blvd bypass     3.2.1 Formal Consultation     3.2.2 Channelization Plan 3.3 WSDOT Franchise     2.3.1 Fish Passage Projects     2.3.2 Orville Road Roundabout 3.4 Orting Emergency Evacuation Bridge</p>	Min 15	

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<b>4. PROJECT MANAGEMENT UPDATES – Acting PW Director Ryan McBee</b> 4.1 WRRF Design Update	Min 5	
<b>5. PUBLIC WORKS – Acting PW Director Ryan McBee</b> 5.1 Side Sewer Policy Information 5.2 Water System Plan 5.3 2025 Budget Highlights	Min 20	
<b>6. FINANCE – Gretchen Russo</b> 6.1 Purchasing Policy	Min	

<b>7. COUNCIL – CM Moore &amp; CM Koenig</b> 7.1	Min	
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REQUEST FOR NEW BUSINESS

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ROUND TABLE

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MEETING SUMMARY

ADJOURN



**City of Orting  
Council Agenda Summary Sheet**

	<b>Agenda Bill #</b>	<b>Recommending Committee</b>	<b>Study Session Dates</b>	<b>Regular Meeting Dates</b>
<b>Subject:</b>  Public Works Goals	<b>AB24-45</b>	<b>Public Works</b>		
		<b>5.1.24</b>		
		<b>6.5.24</b>		
	<b>Department:</b>	Council		
	<b>Date Submitted:</b>	4.25.2024		
<b>Cost of Item:</b>	N/A			
<b>Amount Budgeted:</b>	N/A			
<b>Unexpended Balance:</b>	N/A			
<b>Bars #:</b>	N/A			
<b>Timeline:</b>	None			
<b>Submitted By:</b>	Scott Larson			
<b>Fiscal Note:</b> None				
<b>Attachments:</b> 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 &amp; 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>				
<b>RECOMMENDED ACTION: <u>Action:</u></b>				
Clarify Goals Assigned to Public Works for Study Session.				
<b>FUTURE MOTION: <u>Motion:</u></b>				
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 – SCADA and Telemetry Master Plan – Complete a comprehensive Telemetry Master Plan for the city, ensuring a structured approach to system improvements and enhancements through design and eventual construction achieving the following through the RFQ process (planning and design):
    - a. Optimize Operational Efficiency by Upgrading existing systems nearing service life expiration to improve processes and reduce manual intervention.
    - b. Improve real-time data analytics for predictive maintenance, optimized resource allocation, and reporting.
    - c. Enhance Public Safety, Security, and Compliance to strengthen system reliability with enhanced monitoring, improved alerts to address physical and operational issues, regulatory requirements, and improving emergency response capabilities while preventing malicious activities.
  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)** - Utilize existing state-mandated Water System Plan (WSP) and General Sewer Plan (GSP) as audit tools at their completion to provide a culminating with summary of both systems. The results of these plans will be used to further develop long rang utility goals and projects requiring financial support from the council. Once completed the plans will cover broad areas like:
- a. Compliance and regulatory assurance,
  - b. Infrastructure assessment and operational efficiency
  - c. Stability, Resilience, Financial Planning and Investment
11. To achieve the city council's objective of a comprehensive water and wastewater system audit by utilizing the state-mandated Water System Plan (WSP) and General Sewer Plan (GSP) as audit tools, culminating in the completion of these enhanced plans and a high-level summary document.
12. Integrated dashboard/nexus software **(ad hoc)**



**City of Orting  
Council Agenda Summary Sheet**

	<b>Agenda Bill #</b>	<b>Recommending Committee</b>	<b>Study Session Dates</b>	<b>Regular Meeting Dates</b>
<b>Subject: Pierce County Water/Sewer Franchise Agreement</b>	<b>AB23-XX</b>	<b>PW</b>		
		<b>7/3/24</b>		
	<b>Department:</b>	PW		
	<b>Date Submitted:</b>	<b>6/27/24</b>		
<b>Cost of Item:</b>	N/A			
<b>Amount Budgeted:</b>	N/A			
<b>Unexpended Balance:</b>	N/A			
<b>Bars #:</b>	N/A			
<b>Timeline:</b>	<b>ASAP</b>			
<b>Submitted By:</b>				
<b>Fiscal Note: N/A</b>				
<b>Attachments:</b> Water Franchise Agreement, Sewer Franchise Agreement				
<b>SUMMARY STATEMENT:</b>				
<p>The city of Orting owns a water and sewer system that extends beyond the borders of our jurisdiction in to Pierce County. Pierce County requires public utility purveyors to enter into a franchise agreement for use of their right-of-way for the placement of these water and sewer lines. The city’s existing franchise agreements recently expired or are set to expire in the coming months, and staff applied for franchises to continue operating our utilities in the counties right-of-way. Pierce County has approved both our Water and Sewer Franchises on June 7, 2024. The Pierce County franchise code requires we accept the franchise agreements within 60 days of the date of approval by the county, which was June 7, 2024.</p>				
<p><b>RECOMMENDED ACTION:</b> Due to the timeline imposed by the county, and that these franchises are pre-existing; staff recommend moving these agreements to the council meeting on July 10<sup>th</sup> for adoption.</p>				
<p><b>FUTURE MOTION:</b> Motion to authorize the Mayor to sign a Water Franchise Agreement and a Sewer Franchise Agreement with Pierce County, WA.</p>				

PierceCountyWa.gov/PPW

Jen Tetatzin, PE, PMP - Director

June 5, 2024

Marshell Maurer  
City of Orting  
Public Works Director  
104 Bridge St. S.  
Orting, WA 98360  
[mmaurer@cityoforting.gov](mailto:mmaurer@cityoforting.gov)

Dear Mr. Maurer:

Enclosed is a copy of Pierce County Ordinance No. O2024-520 that grants the City of Orting a nonexclusive franchise for location of water lines on certain County roads, highways, and other County property(ies) in Pierce County, Washington.

Your attention is directed to Section XIV (page 11 of 12) of Exhibit "A", which states that written acceptance of this franchise is to be filed with the Clerk of the Council within 60 days from the effective date of the franchise. Please have the appropriate person sign and fill in the signature block on the original signature page that is included in this mailing. Return the original signed page to our office by **July 31, 2024**.

Your company will be receiving a bill from Pierce County for publication charges for the Notice of Public Hearing and recording fees pertaining to this franchise. The Ordinance will be sent to the Auditor's Office for recording after the signature page is signed and returned, and the bill is paid.

If you have any questions, please contact me at (253) 798-3214.

Sincerely,



Rondi Downs  
Right-of-Way Administration Technician

RD:lgc  
Enclosures

cc: Denise Johnson, Clerk of the Council  
File

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1 Sponsored by: Councilmember Dave Morell  
2 Requested by: County Executive/Planning and Public Works

3  
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5  
6 **ORDINANCE NO. O2024-520**

7  
8 **An Ordinance of the Pierce County Council Granting a Nonexclusive**  
9 **Franchise to the City of Orting, for Location of**  
10 **Waterlines on Certain County-Owned Rights-of-Way;**  
11 **and Authorizing the County Executive to Execute Said**  
12 **Franchise.**

13  
14 **Whereas**, the City of Orting of Pierce County, Washington, has applied for  
15 a nonexclusive Franchise to construct, operate, and maintain a waterline system  
16 under and along Pierce County roads, highways, and other County property(ies) in  
17 Pierce County, Washington, as hereinafter set forth; and

18  
19 **Whereas**, the proposed franchise is nonexclusive and does not establish a  
20 right, either expressly or implied, to the water purveyor to provide water service to  
21 properties located outside of their approved water service area. Furthermore, the  
22 request for this franchise is consistent with the Pierce County Coordinated Water  
23 System Plan (CWSP) provided that no extension of water service occurs without  
24 following the service area adjustment provisions outlined in the CWSP; and

25  
26 **Whereas**, said application for Franchise came on regularly for hearing  
27 before the Pierce County Council on the date set forth below under the provisions  
28 of Chapter 36.55 of the Revised Code of Washington; and

29  
30 **Whereas**, it appears to the Council that notice of said hearing has been  
31 duly given to the public and those interested in providing the same service applied  
32 for by the applicant as required by law and that it is in the public interest to grant  
33 the Franchise; **Now Therefore**,

34  
35 **BE IT ORDAINED by the Council of Pierce County:**  
36





1        Section 1. A nonexclusive Franchise, a copy of which is attached hereto  
2 and identified as Exhibit A, is hereby given and granted to the City of Orting of  
3 Pierce County, Washington, hereinafter referred to as the Grantee, for a period of  
4 five years, from and after the date of filing of the Franchise to be granted with the  
5 Clerk to the Pierce County Council.  
6

7        Section 2. The City of Orting must indicate their full acceptance of this  
8 Franchise and all its terms and conditions within 60 days from the effective date of  
9 the Ordinance. Said acceptance is to be in writing and filed with the Clerk to the  
10 Pierce County Council and shall be a condition precedent to the validity of said  
11 Franchise, and unless the Franchise is accepted within such time, this grant of  
12 permission shall be null and void.  
13

14        Section 3. The Executive of Pierce County is hereby authorized to execute  
15 said Franchise.  
16

17        **PASSED** this 21<sup>st</sup> day of May, 2024.  
18

19 ATTEST:

**PIERCE COUNTY COUNCIL**

Pierce County, Washington

21 *Denise D. Johnson*

*Ryan N. Mello*

23 **Denise D. Johnson**  
24 Clerk to the Council

**Ryan N. Mello**  
Council Chair

*Bruce F. Dammeier*

**Bruce F. Dammeier**  
Pierce County Executive

Approved  Vetoed \_\_\_\_\_, this  
21<sup>st</sup> day of May, 2024.

33 Dates of Publication of  
34 Notice of Public Hearing: April 24, 2024 and May 1, 2024  
35

36 Effective Date of Ordinance: June 7, 2024  
37

38 Recording Number: \_\_\_\_\_  
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40 Date Recorded: \_\_\_\_\_  
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In the Matter of the Application of )  
the City of Orting of )  
Pierce County, State of Washington, )  
for a Franchise to construct, operate, )  
and maintain pipelines for a Water System )  
under and along certain Public Roads and )  
Highways in Pierce County, Washington )

FRANCHISE

Application of the City of Orting of Pierce County, Washington, for a nonexclusive Franchise to construct and maintain water pipelines with appurtenances for a water system under and along certain public roads, highways, and other County property in Pierce County, Washington, as hereinafter set forth, having come on regularly for hearing before the County Council of Pierce County, Washington, under the provisions of Chapter 36.55, Revised Code of Washington (RCW), and it appearing to the Council that notice of said hearing has been duly given as required by law, and that it is in the public interest to grant the Franchise herein requested;

NOW, THEREFORE, IT IS ORDERED, that a Franchise be, and the same is, hereby given and granted the City of Orting of Pierce County, Washington, hereinafter called "Grantee" for a term of 5 years from and after the date of filing this Franchise with the Clerk of the Pierce County Council. This Franchise is a license for the privilege, and authority to construct, maintain, and operate for the said period of time, a water pipeline with appurtenances for a water system under and along public roads, highways, and other County property in Pierce County, Washington, as follows:

All Pierce County roads and rights-of-way within the following:

Section 26, Township 19 Range 05  
All Pierce County roads in the S 1/2 within said section.

Section 27, Township 19, Range 05  
All Pierce County roads in the SE 1/4 within said section.

Section 35, Township 19, Range 05  
All Pierce County roads in the N 1/2 of N 1/2 within said section.





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Section 34, Township 19, Range 05  
All Pierce County roads in the N ½ within said section.

Section 34, Township 19, Range 05  
All Pierce County roads in the N ½ of SW ¼ within said section.

Section 33, Township 19, Range 05  
All Pierce County roads in the SE ¼ within said section.

Section 04, Township 18, Range 05  
All Pierce County roads in the W ½ of W ½ of NE ¼ within said section.

Section 04, Township 18, Range 05  
All Pierce County roads in the NW ¼ within said section.

Section 33, Township 19, Range 05  
All Pierce County roads in the S ½ of SW ¼ within said section.

Section 04, Township 18, Range 05  
All Pierce County roads in the W ½ of SW ¼ within said section.

Section 32, Township 19, Range 05  
All Pierce County roads in the SE ¼ within said section.

Section 05, Township 18, Range 05  
All Pierce County roads in the NE ¼ within said section.

Section 05, Township 18, Range 05  
All Pierce County roads in the E ½ of SE ¼ within said section.

Section 04, Township 18, Range 05  
All Pierce County roads in the E ½ of SW ¼ within said section.

Section 08, Township 18, Range 05  
All Pierce County roads in the E ½ of NE ¼ within said section.

Section 09, Township 18, Range 05  
All Pierce County roads in the W ½ of NW ¼ within said section.

Section 09, Township 18, Range 05  
All Pierce County roads in the W ½ of SW ¼ within said section.





1 Section 08, Township 18, Range 05  
2 All Pierce County roads in the E ½ of SE ¼ within said section.

3  
4 Section 31, Township 19, Range 05  
5 All Pierce County roads in the SE ¼ outside of city limits, within said  
6 section.

7  
8 Section 06, Township 18, Range 05  
9 All Pierce County roads in the NE ¼ outside of city limits, within said  
10 section.

11  
12  
13 In the construction and installation of water system appurtenances and the  
14 excavation of trenches on County roads for the purposes of laying relaying,  
15 connecting, disconnecting, and repairing mains and pipes and making connections  
16 between the same to dwellings and other buildings of the consumers, Grantee  
17 shall be governed by and conform to the general rules adopted by Pierce County  
18 Planning and Public Works, it is understood and agreed that Grantee is fully  
19 responsible for all such water system appurtenances within the limits of Pierce  
20 County right-of-way (inclusive of any lines or appurtenances conveying water from  
21 the Grantee); and Grantee, at no expense to the County, shall complete all such  
22 work and shall repair the County roads and leave the same in as good condition  
23 as before the work was commenced;

24  
25 PROVIDED, HOWEVER, that no such work shall be done prior to obtaining  
26 permits therefore issued by the Pierce County Engineer (hereinafter "Engineer"),  
27 which permits shall set forth conditions pertaining to the work to be done and  
28 specifications for the restoration of the roads to the same condition as they were  
29 prior to such work; and

30  
31 PROVIDED FURTHER, the Engineer, in his or her discretion, may require a  
32 bond in a sum sufficient to guarantee to Pierce County that such roads shall be  
33 restored to the same condition as existed prior to such work. If Grantee does not  
34 repair County roads to the satisfaction of the Engineer, Pierce County Planning  
35 and Public Works may, at its sole discretion, repair such County roads, or cause  
36 them to be repaired, and Grantee hereby agrees to reimburse the County of  
37 Pierce for the cost of such work, including overhead costs.

38  
39 Before any work is performed under this Franchise, which may affect any  
40 existing monuments or markers of any nature relating to section subdivisions,  
41 plats, roads, and all other surveys, Grantee shall reference all such monuments  
42 and markers in accordance with RCW 58.09.130. The reference points shall be so





1 located that they will not be disturbed during Grantee's operations under this  
2 Franchise. The method of referencing these monuments or other points to be  
3 referenced shall be approved by the County Engineer. The replacement of all  
4 such monuments or markers disturbed during construction shall be made as  
5 expeditiously as conditions permit, and as directed by the County Engineer. The  
6 cost of monuments or other markers lost, destroyed, or disturbed, and the  
7 expense of replacement with approved monuments shall be borne by Grantee.

8  
9 A complete set of reference notes for monuments and other ties shall be  
10 filed with Pierce County Planning and Public Works.

11  
12 II

13 The water mains and pipes shall be laid down as directed by the Engineer  
14 at a depth of not less than 36 inches below the surface of the ground under and  
15 along the County roads, and in such a manner as not to interfere unnecessarily  
16 with the construction of sewers and drains, or with the grading of County roads.  
17 All surface appurtenances to the water system shall be installed or constructed as  
18 approved by the Engineer.

19  
20 III

21 All work done under this Franchise shall be done in a thorough and  
22 professional manner. In the laying of water pipes and conduits and the digging of  
23 ditches therefore, Grantee shall leave ditches in such a way as to interfere as little  
24 as possible with public travel and shall take all due and necessary precautions to  
25 ensure that damage or injury shall not occur or arise by reason of such work; and  
26 that where any ditches or trenches are left open at night, Grantee shall place at all  
27 crossings suitable lights in such a position to guard against danger, and Grantee  
28 shall be liable for all property damage or personal injury that may be caused by  
29 reason of any injury sustained through Grantee's negligence by reason of any  
30 person, animal or property being injured through any negligence of Grantee, or by  
31 reason of any damage caused through the neglect to properly guard any ditches  
32 or trenches dug or maintained by Grantee. The Engineer may specify actions to  
33 be taken to ensure the safety of the public and Grantee shall comply with such  
34 specifications.

35  
36 All abandoned underground utilities shall be removed from the right-of-way  
37 within 90 days from abandonment. The underground utility shall be considered  
38 abandoned upon completion of the permitted work. In the abandonment of  
39 hazardous materials such as asbestos concrete pipe, the materials being removed  
40 will be in accordance with Chapter 296-65 of the Washington Administrative Code  
41 (WAC).

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IV

The County of Pierce, in granting this Franchise does not waive any rights that it now holds or may hereafter acquire and shall not be construed to deprive the County of Pierce of any powers, rights, or privileges that it now has or may hereafter acquire, including the right of eminent domain to regulate use and control of County roads covered by this Franchise, or to go upon any and all County roads and highways for the purpose of constructing and improving the same in such a manner as the County of Pierce, or its representatives may elect.

V

Grantee shall provide a certificate of insurance showing evidence of commercial general liability and property damage liability insurance that includes but is not limited to the operations of Grantee, Grantee's protective liability, products completed operation's coverage, broad form blanket contractual liability:

<u>COVERAGES</u>	<u>LIMITS OF LIABILITY</u>
Commercial General Liability Insurance	\$2,000,000 Each
Bodily Injury Liability	Occurrence
Property Damage Liability	\$250,000 Each
	Occurrence

or  
COMBINED SINGLE  
LIMIT COVERAGE OF  
\$2,000,000

The general requirements of the policy shall contain:

Pierce County is named as an additional insured in this Franchise, to applicable coverage.

In the event of nonrenewal, cancellation, or material change in the coverage provided, 30 days' written notice will be furnished to the County prior to the date of nonrenewal, cancellation, or change. Such notice shall be sent to the County Engineer, Pierce County Planning and Public Works, 2702 South 42nd Street, Suite 109, Tacoma, Washington 98409.

Pierce County has no obligation to report occurrences to the insurance companies unless a claim is filed with the County; and Pierce County has no obligations to pay premiums.

Grantee's insurance policies shall contain a "cross-liability" endorsement substantially as follows:





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The inclusion of more than one Insured under this policy shall not affect the rights of any Insured with respect to any claim, suit, or judgment made or brought by or for any other insured or by or for any employee of any other Insured. This policy shall protect each Insured in the same manner as though a separate policy has been issued to each, except that nothing herein shall operate to increase Grantee's liability beyond the amount or amounts for which Grantee would have been liable had only one Insured been named.

Grantee's insurance is primary over any insurance that may be carried by Pierce County. Grantee agrees to provide proof of insurance each year to Pierce County.

Grantee agrees to defend, indemnify, and hold harmless Pierce County, its appointed and elected officials, its agents, and its employees, from and against all loss or expense arising out of any act, error or omission, or the exercise of any of the rights and privileges granted under this Franchise, including but not limited to, judgments, settlements, attorney's fees and costs, and any and all claims and demands upon the County, its elected or appointed officials, its agents, or its employees. Additionally, for damages because of personal or bodily injury including death at any time resulting therefrom, sustained by any person or persons, and for damages on account of damage to property, including loss of use thereof, where such injury to persons or damage to property is due to the negligence of Grantee, its contractors, its or their employees or agents, Grantee agrees to defend, indemnify, and hold harmless Pierce County, its appointed or elected officers, or its employees, or its agents, except only such injury or damage as shall have been occasioned by the sole negligence of Pierce County, its appointed or elected officials, or its agents, or its employees; and the Grantee expressly waives its immunity under Title 51 of the Revised Code of Washington, the Industrial Insurance Act, and this waiver has been mutually negotiated by the parties to this Franchise.

If the claim, suit, or action for injuries, death, or damages as provided for in this Franchise agreement is caused by or results from the concurrent negligence of (a) Pierce County or Pierce County's agents or employees; or (b) Grantee, or Grantee's agents or employees, the indemnity provisions provided for in this Franchise



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shall be valid and enforceable only to the extent of Grantee's negligence.

Grantee specifically and expressly waives any immunity under Industrial Insurance Title 51 RCW and acknowledges that this waiver was mutually agreed upon by the parties herein.

VI

If, at any time, the County of Pierce shall vacate any County street, road or alley that is subject to rights granted by this Franchise, the Pierce County Council may, at its option, and by giving 30 days written notice to Grantee, its successors and assigns, terminate this Franchise with reference to such County road, street, or alley so vacated and the County of Pierce shall not be liable for any damages or loss to Grantee by reason of such termination.

If, during the term of this Franchise, Grantee acquires any rights to real property within the area of the Franchise as described herein, those rights shall be subordinate to the terms of this and any future Franchise agreements. The terms of this and future Franchises, including Section VII below, will govern the respective rights and obligations between Grantee and the County with respect to these newly acquired property rights, whether within existing or newly acquired right-of-way, regardless of the nature of the newly acquired rights.

VII

If, at any time, a new County road is created or established, and constructed, or an existing County road is reconstructed, realigned, or its grade is changed, or if sewer or drainage facilities, or any other facilities within future or existing County road rights-of-way are constructed, reconstructed, maintained, or relocated (all such work to be called "County Projects" hereinafter) and if the installation of the facilities as allowed in this Franchise, and all supplements and changes thereto, should interfere in any manner with any such County Projects then Grantee at no expense to Pierce County shall, upon notice, change the location or adjust the elevation of its facilities so that such facilities shall not interfere with such County Projects.

When relocation of Grantee's facilities is required by such County Projects, the following procedures shall be followed:

- 1. Pierce County shall make available to Grantee a list of anticipated projects for each new budget period as soon as is reasonably possible.



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2. Pierce County shall provide to Grantee two sets of preliminary plans for individual projects as soon as such plans are developed to a state of reasonable certainty and shall advise Grantee of the anticipated date of start of work on such projects.
3. Grantee shall, when requested by Pierce County in writing, locate its facilities in the field, show those locations on one set of preliminary plans provided, and return that set to Pierce County Planning and Public Works within four weeks of receiving the written request.
4. Pierce County shall provide to Grantee final plans for such projects as soon as such plans are available and shall confirm or correct the anticipated date of start of work on such projects.
5. Pierce County shall assist Grantee in determining how its facilities shall be relocated. Such assistance by Pierce County shall include, at a minimum, copies of plans (as required above) and specifications for such County Projects, and information known to Pierce County as to existing survey control available for location of such County Projects. Such assistance shall not subject Pierce County to any liability for the costs of relocating the subject facilities a second time if Grantee incorrectly relocated its facilities the first time.
6. When requested, Pierce County and Grantee shall meet to discuss how County Projects and utility relocations can be accomplished with the least impact on the other. Pierce County's decision shall be final in such matters but shall not be unreasonable.
7. Relocation of Grantee's facilities shall be completed in a timely manner defined as follows:  

Relocation of Grantee's facilities shall normally be accomplished in advance of County Projects. In the event relocation of Grantee's facilities is done concurrently with such Projects, Pierce County shall be so notified and agree to a written schedule for relocation. Compliance with such a written schedule shall be Grantee's duty. In no event shall relocation of Grantee's facilities interfere with County Projects.
8. If Grantee does not relocate its facilities in a timely manner as required above, Pierce County may relocate, or cause to be relocated, such facilities of Grantee as Pierce County deem necessary, and in the manner Pierce County deems necessary, in its sole discretion.



1 Grantee hereby indemnifies and holds Pierce County, its employees,  
2 officers, officials, and agents totally free and harmless from all and any  
3 liability which may arise from damages caused by the relocation by  
4 Pierce County of the facilities of Grantee, even if such damages and  
5 liability arise from the negligence of Pierce County, its employees,  
6 officers, officials, and agents.  
7

8 9. Grantee hereby indemnifies and holds harmless Pierce County, its  
9 officers, officials, and employees, from damages that may arise from  
10 Grantee's failure to relocate its facilities in accordance with the dates  
11 for completion of relocation of facilities set forth above, or any other act  
12 or omission by Grantee, its contractor(s), agents, officers, or  
13 employees related to the provisions of this Franchise.  
14

15 10. It shall be conclusively presumed that Pierce County will have suffered  
16 damages as a result of exercising its rights as set forth in Item 8  
17 above, and compensation for such damages will be difficult to  
18 ascertain, and therefore, Grantee shall compensate Pierce County for  
19 such damages in the amount of twice the amount of the cost of such  
20 relocation of Grantee's facilities by Pierce County.  
21

22 11. The exercise of its rights, as set forth in Item 8 above, by Pierce  
23 County in no way relieves Grantee of completing and/or finalizing the  
24 relocation of its facilities at no expense to Pierce County, if the  
25 relocation work done by Pierce County is incomplete.  
26

27 12. In the event a lawsuit is brought by Pierce County against Grantee to  
28 collect damages presumed under Item 10 above for the exercise by  
29 Pierce County of its rights under Item 8 above, Grantee hereby agrees  
30 the only issue will be the actual cost to Pierce County for relocating  
31 Grantee's facilities. The party prevailing in such an action shall be  
32 allowed its legal fees and costs.  
33

### 34 VIII

35 Grantee shall not sell, transfer, or assign this Franchise without first  
36 notifying the Pierce County Council. The terms and conditions set forth herein  
37 shall be binding on Grantee's successors and assigns unless amended by the  
38 Council of Pierce County.  
39





IX

1  
2 This Franchise is granted upon the further express condition that it shall not  
3 be an exclusive Franchise and shall not, in any manner, prohibit the County of  
4 Pierce from granting any other Franchise under and along any of the said County  
5 roads of any kind and character or territories that may be deemed proper by the  
6 Pierce County Council, and this Franchise shall not in any way prevent the County  
7 of Pierce from using the County rights-of-way, or affect the jurisdiction over them,  
8 and every part of them by the County of Pierce with full power to make the  
9 necessary repairs, changes and alterations in the same and like manner as though  
10 this Franchise had never been granted.

11  
12 Pierce County reserves for itself the right to so change, amend, modify, or  
13 amplify this Franchise to conform to any State statute, order of the Washington  
14 Utilities and Transportation Commission, or County regulation, ordinance, or right-  
15 of-way regulation, as may hereafter be enacted, adopted, or promulgated. This  
16 Franchise may be terminated at any time upon 90 days written notice to Grantee  
17 to terminate this Franchise if Grantee fails to comply with its terms and conditions,  
18 or if Grantee fails to comply with such changes, amendments, modifications, or  
19 amplifications and upon termination Pierce County shall have a lien upon all  
20 equipment and materials erected or placed under this Franchise, which lien may  
21 be enforced to reimburse Pierce County for any reasonable expenses and  
22 payments incurred in terminating this Franchise, and to cure defaults by Grantee.

23  
24 Grantee agrees to and shall provide available financial information to the  
25 County upon reasonable request. Grantee agrees to and shall during regular  
26 business allow agents of Pierce County access for inspection and reproduction of  
27 all of Grantee's business records, gross revenue reports, or rules and regulations  
28 relevant to a determination of the gross revenues received by Grantee from the  
29 area served by the facilities permitted by this Franchise.

30  
31 Furthermore, all Grantees shall, within 30 days after written demand thereof  
32 on the anniversary of said grant, modification, amendment, renewal, or transfer of  
33 any franchise, reimburse Pierce County for all direct and indirect costs and  
34 expenses incurred by the County in the preceding 12 months in connection with  
35 any said franchise.

X

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37  
38 In the event that the territory covered by this Franchise shall at any time  
39 during the Franchise period be included within the limits of any incorporated city or  
40 town, the authorities of said city or town shall have the right, to be exercised at  
41 their discretion, to acquire by purchase or condemnation, any part of such pipes,  
42 conduits, and water system other than transmission lines at a price to be based





1 upon the reasonable value of the same at the time, without any additional value for  
2 the Franchise or any unexpired period thereof, and upon such acquirement, this  
3 grant and Franchise shall immediately terminate, only that portion to be  
4 incorporated.

5  
6 XI

7 Grantee acknowledges that Pierce County Charter Section 9.20 Franchises  
8 provides in part: All Franchises shall be subject to the right of the Council, or the  
9 people acting for them through referendum, to repeal for cause, amend, or modify  
10 the Franchise in the interest of the public, and agrees to said condition.

11  
12 XII

13 Any failure to render adequate service to the patrons of said water system,  
14 or the discontinuance of such water services without fault on the part of the patron  
15 or patrons involved, for a period of 30 days, shall work a forfeiture of this  
16 Franchise, at the discretion of the Pierce County Council, unless the failure should  
17 result from causes beyond human control.

18  
19 XIII

20 Venue and jurisdiction for any controversy arising from the Franchise shall  
21 be in Pierce County, Washington.

22  
23 XIV

24 Grantee shall provide full acceptance of this Franchise and all its terms and  
25 conditions by filing a signed copy of the Franchise with the Clerk of the Pierce  
26 County Council within 60 days from June 7, 2024. This  
27 requirement shall be a condition precedent to the Franchise taking effect. If  
28 Grantee does not provide a signed copy of the Franchise as set forth in this  
29 Section, this Franchise shall be null and void.

30  
31 Pursuant to RCW 36.55.080, a copy of this Franchise shall be recorded in  
32 the Office of the Pierce County Auditor.

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DATED at Tacoma, Washington, this 28<sup>th</sup> day of May, 2024.

  
\_\_\_\_\_  
Bruce F. Dammeier  
Pierce County Executive

The City of Orting accepts and agrees to comply with all terms and conditions of this Franchise.

\_\_\_\_\_  
Name  
  
\_\_\_\_\_  
Title  
  
\_\_\_\_\_  
City of Orting  
  
\_\_\_\_\_  
Date



PierceCountyWa.gov/PPW

Jen Tetatzin, PE, PMP - Director

June 5, 2024

Marshall Maurer  
City of Orting  
Public Works Director  
104 Bridge St. S.  
Orting, WA 98360  
[mmaurer@cityoforting.gov](mailto:mmaurer@cityoforting.gov)

Dear Mr. Maurer:

Enclosed is a copy of Pierce County Ordinance No. O2024-519 that grants the City of Orting a nonexclusive franchise for location of sewer lines on certain County roads, highways, and other County property(ies) in Pierce County, Washington.

Your attention is directed to Section XIV (page 9 of 10) of Exhibit "A", which states that written acceptance of this franchise is to be filed with the Clerk of the Council within 60 days from the effective date of the franchise. Please have the appropriate person sign and fill in the signature block on the original signature page that is included in this mailing. Return the original signed page to our office by **July 31, 2024**.

Your company will be receiving a bill from Pierce County for publication charges for the Notice of Public Hearing and recording fees pertaining to this franchise. The Ordinance will be sent to the Auditor's Office for recording after the signature page is signed and returned, and the bill is paid.

If you have any questions, please contact me at (253) 798-3214.

Sincerely,



Rondi Downs  
Right-of-Way Administration Technician

RD:lgc  
Enclosures

cc: Denise Johnson, Clerk of the Council  
File

N:\PWU\PUWD\PUWA\WPFILES\WORDPROC\ORDINANCE-RESOLUTION\Franchises\Franchise Billing Correspondence\2024\2024-519\_letter\_to\_franchisee.doc



1 Sponsored by: Councilmember Dave Morell  
2 Requested by: County Executive/Planning and Public Works

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**ORDINANCE NO. O2024-519**

**An Ordinance of the Pierce County Council Granting a Nonexclusive Franchise to the City of Orting for Location of Sewer Lines on Certain County-Owned Rights-of-Way; and Authorizing the County Executive to Execute Said Franchise.**

**Whereas**, the City of Orting, a Municipal Corporation of Pierce County, has applied for a nonexclusive Franchise to construct, operate, and maintain a sanitary sewer pipeline system in, along, and under certain public roads, highways, and other County property(ies) in Pierce County, Washington, as hereinafter set forth; and

**Whereas**, said application came on regularly for hearing before the Pierce County Council on the date set forth below under the provisions of Chapter 36.55 of the Revised Code of Washington; and

**Whereas**, it appears to the Council that notice of said hearing has been duly given to the public as required by law and that it is in the public's interest to grant the Franchise; **Now Therefore**,

**BE IT ORDAINED by the Council of Pierce County:**

Section 1. The Franchise, a copy of which is attached hereto and identified as Exhibit A, is hereby given and granted to the City of Orting, a Municipal Corporation of Pierce County, its approved successors and assigns, hereinafter referred to as the "Grantee", for a period of five years, from and after the effective date of this Ordinance to construct, operate, and maintain a sanitary sewer pipeline, for the transportation of sewage in, along, and under those certain public roads, highways, and other County property in Pierce County, Washington, described within said Franchise.



1 Section 2. The City of Orting, a Municipal Corporation of Pierce County,  
2 must indicate their full acceptance of this Franchise and all its terms and  
3 conditions within 60 days from the effective date of the Ordinance. Said  
4 acceptance is to be in writing and filed with the Clerk to the Pierce County Council  
5 and shall be a condition precedent to the validity of said Franchise, and unless the  
6 Franchise is accepted within such time, this grant of permission shall be null and  
7 void.

8  
9 Section 3. The Executive of Pierce County is hereby authorized to execute  
10 said Franchise.

11  
12  
13 PASSED this 21<sup>st</sup> day of May, 2024.

14  
15 ATTEST:

**PIERCE COUNTY COUNCIL**  
Pierce County, Washington

16  
17  
18 Denise D. Johnson  
19  
20 **Denise D. Johnson**  
21 Clerk of the Council

Ryan N. Mello  
**Ryan N. Mello**  
Council Chair

Bruce F. Dammeier  
**Bruce F. Dammeier**  
Pierce County Executive

Approved  Vetoed \_\_\_\_\_, this  
28<sup>th</sup> day of May, 2024.

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29 Dates of Publication of  
30 Notice of Public Hearing: April 24, 2024 and May 1, 2024

31  
32 Effective Date of Ordinance: June 7, 2024

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34 Recording Number: \_\_\_\_\_

35  
36 Date Recorded: \_\_\_\_\_

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In the Matter of the Application of	)	
the City of Orting, a Municipal	)	
Corporation of Pierce County, for a nonexclusive	)	
franchise to construct, operate, and maintain	)	FRANCHISE
a sanitary sewer pipeline system	)	
in, along, across, under, and	)	
along certain Public Roads and	)	
Highways in Pierce County, Washington	)	

Application of the City of Orting, a Municipal Corporation of Pierce County, for a nonexclusive Franchise to construct and maintain a sanitary sewer pipeline system in, along, across, and under certain public roads and highways in Pierce County, Washington, as hereinafter set forth, having come on regularly for hearing before the County Council of Pierce County, Washington, under the provisions of Chapter 36.55, Revised Code of Washington (RCW), and it appearing to the Council that notice of said Hearing has been duly given as required by law, and that it is in the public interest to grant the Franchise herein granted;

NOW, THEREFORE, IT IS ORDERED, that a Franchise be and the same is hereby given and granted to the City of Orting, a Municipal Corporation of Pierce County, hereinafter referred to as "Grantee," for a period of five (5) years from and after the date of filing of this Franchise with the Clerk of the Pierce County Council. This Franchise is a license for the privilege and authority to construct, maintain, and operate for the said period of time, a sanitary sewer pipeline with appurtenances for a sanitary sewer pipeline system in, along, across, and under the public roads and highways in Pierce County, Washington, to wit:

Section 24, Township 19, Range 04 East W.M.  
All Pierce County roads within said section and outside of the City limits.

Section 19, Township 19, Range 05  
All Pierce County roads in the West 1/2 of Northwest 1/4 within said section.

Section 19, Township 19, Range 05  
All Pierce County roads in the West 1/2 of Southwest 1/4 within said section.



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Section 31, Township 19, Range 05  
All Pierce County roads in the West ½ of Southeast ¼ within said section.

Section 06, Township 18, Range 05  
All Pierce County roads in the West ½ of the Northeast ¼ within said section.

In the construction and installations of sanitary sewer pipeline appurtenances and the excavation of trenches on County roads for the purposes of laying, relaying, connecting, disconnecting, and repairing mains and pipes and making connections between the same to the dwellings and other buildings of the consumers, the Grantee shall be governed by and conform to the general rules adopted by Pierce County Planning and Public Works of Pierce County, Washington; it is understood and agreed that Grantee is fully responsible for all such sewer system appurtenances within the limits of Pierce County right-of-way (inclusive of any lines or appurtenances conveying sewer from the property owner), and the Grantee, at no expense to the County, shall complete all such work and shall repair the County roads and leave the same in as good condition as before the work was commenced;

PROVIDED, HOWEVER, that no such work shall be done prior to the obtaining of a permit therefore issued by the Pierce County Engineer (hereinafter "Engineer"), which permit shall set forth conditions pertaining to the work to be done and specifications for the restoration of the roads to the same condition as they were prior to such work; and

PROVIDED FURTHER, the Engineer may in his or her discretion require a bond in a sum sufficient to guarantee to Pierce County that such roads shall be restored to the same condition as existed prior to such work. If the Grantee does not repair the County roads to the satisfaction of the Engineer, Pierce County Planning and Public Works may, at its sole discretion, repair such County roads, or cause them to be repaired, and the Grantee hereby agrees to reimburse the County of Pierce for the cost of such work, including overhead costs.

Before any work is performed under this Franchise that may affect any existing monuments or markers of any nature relating to section subdivisions, plats, roads, and all other surveys, Grantee shall reference all such monuments and markers in accordance with RCW 58.09.130. The reference points shall be so located that they will not be disturbed during Grantee's operations under this Franchise. The method of referencing these monuments or other points to be referenced shall be approved by the County Engineer. The replacement of all such monuments or markers disturbed during construction shall be made as expeditiously as conditions permit, and as directed by the County Engineer. The cost of monuments or other markers lost, destroyed, or disturbed, and the expense of replacement by approved monuments shall be borne by Grantee.





1  
2 A complete set of reference notes for monuments and other ties shall be filed  
3 with Pierce County Planning and Public Works.  
4

5 II

6 The sanitary sewer mains and pipes shall be laid down as directed by the  
7 Engineer or his designee at a depth to be determined at the time of permit application,  
8 and in such a manner as not to interfere unnecessarily with the construction of utilities  
9 and drains, or with the grading of the County roads. All surface appurtenances to the  
10 sanitary sewer system shall be installed or constructed as approved by the Engineer.  
11

12 III

13 All work done under this Franchise shall be done in a thorough and professional  
14 manner and in the laying of sanitary sewer pipes and conduits and the digging of  
15 ditches therefore, the Grantee shall leave ditches in such a way as to interfere as little  
16 as possible with public travel and shall take all due and necessary precautions to  
17 ensure that damage or injury shall not occur or arise by reason of such work; and that  
18 where any ditches or trenches are left open at night, the Grantee shall place at all  
19 crossings suitable lights in such a position to guard against danger, and the Grantee  
20 shall be liable for all property damage or personal injury that may be caused by reason  
21 of any injury sustained through its negligence by reason of any person, animal or  
22 property being injured through any negligence of the Grantee, or by reason of any  
23 damage caused through the neglect to properly guard any ditches or trenches dug or  
24 maintained by the Grantee. The Engineer may specify actions to be taken to ensure  
25 the safety of the public and the Grantee shall comply with such specifications.  
26

27 IV

28 The County of Pierce, in the granting of this Franchise, does not waive any  
29 rights that it now holds or may hereafter acquire and this Franchise shall not be  
30 construed so as to deprive the County of Pierce of any powers, rights, or privileges that  
31 it now has or may hereafter acquire, including the right of eminent domain, to regulate  
32 the use and control of the County roads covered by this Franchise, or to go upon any  
33 and all County roads and highways for the purpose of constructing and improving the  
34 same in such a manner as the County of Pierce, or its representatives may elect.  
35

36 V

37 Grantee shall provide a certificate of insurance showing evidence of commercial  
38 general liability and property damage liability insurance that includes but is not limited  
39 to, the operations of the Grantee, the Grantee's protective liability, products-completed  
40 operations coverage, broad form blanket contractual liability:  
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COVERAGES

LIMITS OF LIABILITY

Commercial General Liability Insurance	\$2,000,000 Each
Bodily Injury Liability	Occurrence
Property Damage Liability	\$250,000 Each
	Occurrence

or  
COMBINED SINGLE  
LIMIT COVERAGE OF  
\$2,000,000

The general requirements of the policy shall contain:

Pierce County is named as an additional Insured as respects this Franchise and such insurance as is carried by the Grantee for the operation of its facility.

In the event of nonrenewal, cancellation, or material change in the coverage provided, 30 days written notice will be furnished to the County prior to the date of nonrenewal, cancellation, or change. Such notice shall be sent to the Engineer, Planning and Public Works, 2702 South 42nd Street, Suite 109, Tacoma, Washington 98409.

Pierce County has no obligation to report occurrences to the insurance companies unless a claim is filed with the Pierce County Council; and Pierce County has no obligations to pay premiums.

The Grantee's insurance policies shall contain a "cross-liability" endorsement substantially as follows:

The inclusion of more than one Insured under this policy shall not affect the rights of any Insured as respects any claim, suit, or judgment made or brought by or for any other Insured or by or for any employee of any other Insured. This policy shall protect each Insured in the same manner as though a separate policy has been issued to each, except that nothing herein shall operate to increase the company's liability beyond the amount or amounts for which the company would have been liable had only one Insured been named.

The Grantee's insurance is primary over any insurance that may be carried by Pierce County. Grantee agrees to provide proof of insurance each year to Pierce County.



1 Grantee agrees to defend, indemnify, and hold harmless Pierce County,  
2 its appointed and elected officials, its agents, and its employees, from  
3 and against all loss or expense arising out of any act, error or omission,  
4 or the exercise of any of the rights and privileges granted under this  
5 Franchise, including but not limited to, judgments, settlements, attorney's  
6 fees and costs, and any and all claims and demands upon the County, its  
7 elected or appointed officials, its agents, or its employees. Additionally,  
8 for damages because of personal or bodily injury including death at any  
9 time resulting therefrom, sustained by any person or persons, and for  
10 damages on account of damage to property, including loss of use  
11 thereof, where such injury to persons or damage to property is due to the  
12 negligence of Grantee, its contractors, its or their employees or agents,  
13 Grantee agrees to defend, indemnify, and hold harmless Pierce County,  
14 its appointed or elected officers, or its employees, or its agents, except  
15 only such injury or damage as shall have been occasioned by the sole  
16 negligence of Pierce County, its appointed or elected officials, or its  
17 agents, or its employees; and the Grantee expressly waives its immunity  
18 under Title 51 of the Revised Code of Washington, the Industrial  
19 Insurance Act, and this waiver has been mutually negotiated by the  
20 parties to this Franchise.

21  
22 If the claim, suit, or action for injuries, death, or damages as provided for  
23 in the preceding paragraph of this Franchise agreement is caused by or  
24 results from the concurrent negligence of (a) Pierce County or Pierce  
25 County's agents or employees, and (b) the Grantee, or the Grantee's  
26 agents or employees, the indemnity provisions provided for in the  
27 preceding paragraph of this Franchise shall be valid and enforceable only  
28 to the extent of the Grantee's negligence.

29  
30 Grantee specifically and expressly waives any immunity under Industrial  
31 Insurance Title 51 RCW and acknowledges that this waiver was mutually  
32 agreed upon by the parties herein.

#### 33 VI

34  
35 If, at any time, the County of Pierce shall vacate any public street, road, or alley  
36 that is subject to rights granted by this Franchise, the Pierce County Council may, at  
37 their option, and by giving 30 days written notice to the Grantee, its successors, and  
38 assigns, terminate this Franchise with reference to such County road, street, or alley  
39 so acquired and the County of Pierce shall not be liable for any damages or loss to the  
40 Grantee by reason of such termination.





VII

If, at any time, a new County road is created or established, and constructed, or an existing County road is reconstructed, realigned, or its grade is changed, or if sewer or drainage facilities, or any other facilities, within future or existing County road right-of-way are constructed, reconstructed, maintained, or relocated (all such work to be called "County Projects" hereinafter) and if the installation of the facilities as allowed in this Franchise, and all supplements and changes thereto, should interfere in any manner with any such County projects then the Grantee at no expense to the Pierce County shall, upon notice, change the location or adjust the elevation of its facilities so that such facilities shall not interfere with such County projects.

When relocation of Grantee's facilities is required by such County projects the following procedures shall be followed:

1. Pierce County shall make available to Grantee a list of anticipated projects for each new budget period as soon as is reasonably practicable.
2. Pierce County shall provide to Grantee two sets of preliminary plans for individual projects as soon as such plans are developed to a state of reasonable certainty and shall advise Grantee of the anticipated date of start of work on such projects.
3. Grantee shall, when requested by Pierce County in writing, locate their facilities in the field, show those locations on one set of the preliminary plans provided, and return that set to Pierce County Planning and Public Works within four weeks of receiving the written request.
4. Pierce County shall provide to Grantee final plans for such projects as soon as such plans are available and shall confirm or correct the anticipated date of start of work on such projects.
5. Pierce County shall assist Grantee in determining how its facilities shall be relocated. Such assistance by Pierce County shall include, at a minimum, copies of plans (as required above) and specifications for such County projects, and information known to Pierce County as to existing survey control available for location of such County projects. Such assistance shall not subject Pierce County to any liability for the costs of relocating the subject facilities a second time if Grantee incorrectly relocated its facilities the first time.



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6. When requested, Pierce County and Grantee shall meet to discuss how County projects and utility relocations can be accomplished with the least impact on the other. Pierce County's decision shall be final in such matters but shall not be unreasonable.
7. Relocation of Grantee's facilities shall be completed in a timely manner defined as follows:

Relocation of Grantee's facilities shall normally be accomplished in advance of County projects. In the event relocation of Grantee's facilities shall be done concurrently with such projects, Pierce County shall be so notified and agree to a written schedule for relocation. Compliance with such a written schedule shall be Grantee's duty. In no event shall relocation of Grantee's facilities interfere with the prosecution of County projects.
8. If Grantee should not relocate its facilities in a timely manner as required above, Pierce County may relocate, or cause to be relocated, such facilities of Grantee as Pierce County deem necessary, and in the manner Pierce County deems necessary, in its sole discretion. Grantee hereby indemnifies and holds Pierce County, its employees, officers, officials, and agents totally free and harmless from all and any liability that may arise from damages caused by the relocation by Pierce County of the facilities of Grantee, even if such damages and liability arise from the negligence of Pierce County, its employees, officers, officials, and agents.
9. Grantee hereby indemnifies and hold harmless Pierce County, its officers, officials, and employees, from damages that may arise from Grantee's failure to relocate its facilities in accordance with the dates for completion of relocation of facilities set forth above, or any other act or omission by Grantee, its contractor(s), agents, officers, or employees related to the provisions of this Franchise.
10. It shall be conclusively presumed that Pierce County will have suffered damages as a result of exercising its rights as set forth in Item 8 above, and compensation for such damages will be difficult to ascertain, and, therefore, Grantee shall compensate Pierce County for such damages in the amount of twice the amount of the cost of such relocation of Grantee's facilities by Pierce County.



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11. The exercise of its rights, as set forth in Item 8 above, by Pierce County in no way relieves Grantee of completing and/or finalizing the relocation of its facilities at no expense to Pierce County if the relocation work done by Pierce County is incomplete.

12. In the event a lawsuit is brought by Pierce County against Grantee to collect damages presumed under Item 10 above, for the exercise by Pierce County of its rights under Item 8 above, Grantee hereby agrees the only issue will be the actual cost to Pierce County for relocating Grantee's facilities. The party prevailing in such an action shall be allowed its legal fees and costs.

VIII

The Grantee shall not sell, transfer, or assign this Franchise without first notifying the Council of Pierce County. The terms and conditions set forth herein shall be binding on the Grantee's successors and assigns unless amended by the Council of Pierce County.

IX

This Franchise is granted upon the further express condition that it shall not be an exclusive Franchise and shall not, in any manner, prohibit the County of Pierce from granting any other Franchise in, along, and under any of the said County roads of any kind and character or territories that may be deemed proper by the Pierce County Council, and this Franchise shall not in any way prevent the County of Pierce from using the County roads and highways, or affect the jurisdiction over them and every part of them by the County of Pierce with full power to make the necessary repairs, changes and alterations in the same and like manner as though this Franchise had never been granted.

Pierce County reserves for itself the right to so change, amend, modify, or amplify this Franchise to conform to any state statute, order of the Washington Utilities and Transportation Commission or County regulation, ordinance, or right-of-way regulation, as may hereafter be enacted, adopted, or promulgated. And this Franchise may be terminated at any time upon 90 days written notice to the Grantee if the Grantee fails to comply with the terms and conditions of this Franchise, or if the Grantee fails to comply with such changes, amendments, modifications or amplifications and upon termination Pierce County shall have a lien upon all equipment and materials erected or placed under this Franchise, which lien may be enforced to reimburse Pierce County for any reasonable expenses and payments incurred in terminating this Franchise and to cure defaults by the Grantee.



1 Grantee agrees to and shall provide publicly available financial information to  
2 the County upon reasonable request. Grantee agrees to and shall during regular  
3 business hours and at its office located in Pierce County, Washington, allow agents of  
4 Pierce County access for inspection and reproduction of all of Grantee's publicly  
5 available business records and financial statements to determine the financial  
6 capability of the Grantee to adequately install and maintain facilities in the right-of-way.

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9 In the event that the territory covered by this Franchise, or any portion thereof,  
10 shall at any time during the Franchise period be included within the limits of any  
11 incorporated city or town, the authorities of said city or town shall have the right, to be  
12 exercised at their discretion, to acquire by purchase or condemnation, any part of such  
13 pipes, conduits and sanitary sewer systems existing within the corporate limits of said  
14 city or town, other than transmission lines, at a price to be based upon the reasonable  
15 value of the same at the time, without any additional value for the Franchise or any  
16 unexpired period thereof, and upon such acquirement, this grant and Franchise of  
17 those public roads and limits of said incorporated city or town shall immediately  
18 terminate.

19 XI

20 Grantee acknowledges that Pierce County Charter Section 9.20 Franchises  
21 provides in part: "All Franchises shall be subject to the right of the County, or the  
22 people acting for themselves through referendum, to repeal for cause, amend, or  
23 modify the Franchise in the interest of the public" and agrees to said condition.

24 XII

25 Any failure to render adequate service to the patrons of said sanitary sewer  
26 system, or the discontinuance of such sanitary sewer services without fault on the part  
27 of the patron or patrons involved, for a period of 30 days, shall work a forfeiture of this  
28 Franchise, at the discretion of the Pierce County Council unless the failure should  
29 result from causes beyond human control.

30 XIII

31 Venue and jurisdiction for any controversy arising from this Franchise shall be in  
32 Pierce County, Washington.

33 XIV

34 The full acceptance of this Franchise and all its terms and conditions within 60  
35 days from June 7, 2024, by the City of Orting, a Municipal Corporation of  
36 Pierce County, in writing, is to be filed with the Clerk of the Pierce County Council and  
37 shall be a condition precedent to its taking effect, and unless the Franchise is accepted  
38 within such time, this franchise shall be null and void.

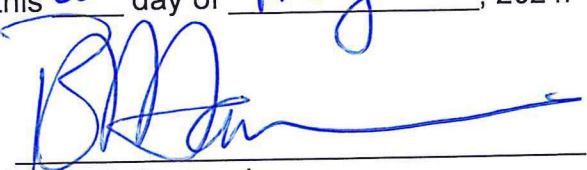




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Pursuant to RCW 36.55.080, a copy of this Franchise shall be recorded in the Office of the Pierce County Auditor.

DATED at Tacoma, Washington, this 28<sup>th</sup> day of May, 2024.



Bruce F. Dammeier  
Pierce County Executive

The City of Orting, a Municipal Corporation of Pierce County, accepts and agrees to comply with all terms and conditions of this Franchise.

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
City of Orting

\_\_\_\_\_  
Date





**City Of Orting  
Council Agenda Summary Sheet**

	<b>Agenda Bill #</b>	<b>Recommending Committee</b>	<b>Study Session Dates</b>	<b>Regular Meeting Dates</b>
<b>Subject:</b> Updated Water System Plan Scope and Budget	<b>AB24-XXX</b>	Public Works		
		<b>7/3/2024</b> <b>6/5/2024</b>	7/17/2024	7/24/2024
	<b>Department:</b>	Public Works Department		
	<b>Date Submitted:</b>	5/29/2024		
<b>Cost of Item:</b>	\$287,655.00			
<b>Amount Budgeted:</b>	\$131,390.00			
<b>Unexpended Balance:</b>	\$156,265.00			
<b>Bars #:</b>	Multiple (see below)			
<b>Timeline:</b>	ASAP			
<b>Submitted By:</b>	Ryan McBee, Acting Public Works Director			
<b>Fiscal Note:</b> 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, \$50,000 from On-Site Chlorination, and \$85,865.00 from Well Rehabilitation) and isn't anticipated to impact overall fund budget.				
<b>Attachments:</b> 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. After the PW committee meeting on June 6, 2024, staff was asked to reassess budget line items and identified an alternate allocation. This allocation is not anticipated to be used until the Comprehensive Water System Plan has been completed to ensure data driven investments in the health of the system.</p>				
<p><b>Proposal:</b> 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>				



(Continued on next page)

**Scope and Budget Updates:**

1. **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 Study Session on July 17, 2024 and then to the Regular Business Meeting on July 24, 2024 for approval as a consent agenda item to reallocate existing budget line items within the water fund. This would also support the council Water Audit goal and to implement a detail Asset Management program.

**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.

**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 04.4 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 Orling**  
**2024 Water System Plan Update**  
**Amendment 1**

Phase	Task	Description	Labor Hours	Labor Dollars	DR/OC	Hungerford, JC	Whitaker, April	Sr Proj Mgr	Finch, Kyle	Planning Lead	Carvajal, Maria	Modeling/GIS	Moss, Brandon	Planner	Day, Tabatha	Support	Cooper, Ryan	Publ	Supervisors	SCADA	Barcus, Glenn	Struct. Eng	Trinke, Jake	Mech. Eng	Trinke, Joel	Elect. Eng	Carson, Cameron
			<b>1488</b>	<b>\$287,355.00</b>		<b>123</b>	<b>12</b>	<b>6</b>	<b>235</b>	<b>46</b>	<b>68</b>	<b>250</b>	<b>54</b>	<b>300</b>	<b>140</b>	<b>140</b>	<b>140</b>	<b>300</b>	<b>140</b>	<b>140</b>	<b>140</b>	<b>140</b>	<b>140</b>	<b>140</b>	<b>140</b>	<b>152</b>	
<b>1</b>		<b>Project Management &amp; Quality Control</b>	<b>142</b>	<b>\$27,970.00</b>		<b>38</b>	<b>12</b>	<b>6</b>	<b>50</b>	<b>16</b>	<b>16</b>	<b>8</b>	<b>8</b>	<b>8</b>	<b>8</b>	<b>0</b>	<b>0</b>	<b>4</b>	<b>4</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	
		1.1 Project Management	32	\$6,340.00		4			12																		
		1.2 Invoice and Progress Reports	32	\$5,540.00		4			12																		
		1.3 Correspondence and Coordination with the City	66	\$13,750.00		24			26																		
		1.4 Perform and Manage Project O&M	12	\$2,340.00		8																					
<b>2</b>		<b>Data Collection and Review</b>	<b>28</b>	<b>\$4,395.00</b>		<b>1</b>	<b>0</b>	<b>1</b>	<b>2</b>	<b>2</b>	<b>2</b>	<b>2</b>	<b>2</b>	<b>2</b>	<b>2</b>	<b>8</b>	<b>16</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	
		2.1 Information Collection	28	\$4,395.00		1			2							8	16										
<b>3</b>		<b>Planning Data</b>	<b>0</b>	<b>\$0.00</b>		<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	
		3.1 Compatibility with Local Plans	0	\$0.00		0			0							0	0										
		3.3 Demand Analysis	0	\$0.00		0			0							0	0										
		3.2 Water Right Analysis	0	\$0.00		0			0							0	0										
<b>4</b>		<b>System Analysis</b>	<b>1128</b>	<b>\$225,150.00</b>		<b>64</b>	<b>0</b>	<b>0</b>	<b>152</b>	<b>28</b>	<b>26</b>	<b>106</b>	<b>20</b>	<b>300</b>	<b>140</b>	<b>140</b>	<b>140</b>	<b>300</b>	<b>140</b>	<b>140</b>	<b>140</b>	<b>140</b>	<b>140</b>	<b>140</b>	<b>140</b>	<b>152</b>	
		4.1 Source of Supply Analysis	0	\$0.00		0			0							0	0										
		4.2 Storage Analysis	0	\$0.00		0			0							0	0										
		4.3 Water Quality Analysis	0	\$0.00		0			0							0	0										
		4.4 Asset Inventory	1022	\$207,560.00		60			140							10	60										
		4.5 System Analysis	42	\$6,390.00		4			12							16	26										
		4.6 Recommended System Improvements	64	\$11,200.00		4			12							12	20										
<b>5</b>		<b>Water Use Efficiency and Resource Analysis</b>	<b>10</b>	<b>\$1,770.00</b>		<b>6</b>	<b>0</b>	<b>0</b>	<b>8</b>	<b>0</b>	<b>10</b>	<b>24</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	
		5.1 Evaluate Current Conservation Program and Quantify Results	0	\$0.00		0			0							0	0										
		5.2 Recommend Additional Conservation Measures	10	\$1,770.00		2			2							2	4										
		5.3 Water Reuse Analysis	0	\$0.00		0			0							0	0										
<b>6</b>		<b>Operation and Maintenance (O&amp;M) Program</b>	<b>38</b>	<b>\$6,310.00</b>		<b>4</b>	<b>0</b>	<b>0</b>	<b>6</b>	<b>0</b>	<b>8</b>	<b>20</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>8</b>	<b>20</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	
		6.1 O&M Program	38	\$6,310.00		4			6							8	20										
<b>7</b>		<b>Capital Improvement Plan and Financial Review</b>	<b>38</b>	<b>\$6,600.00</b>		<b>6</b>	<b>0</b>	<b>0</b>	<b>12</b>	<b>0</b>	<b>0</b>	<b>20</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	
		7.1 Develop Capital Improvement Plan	22	\$3,760.00		2			8							12											
		7.2 Financial Review	16	\$2,840.00		4			4							8											
<b>8</b>		<b>Prepare WSP Update</b>	<b>94</b>	<b>\$12,990.00</b>		<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>64</b>	<b>30</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	
		8.1 Draft WSP Update	60	\$8,300.00		0			0							64											
		8.2 Final WSP Update	34	\$4,690.00		0			0							0											
<b>9</b>		<b>SEPA Checklist and Agency Coordination</b>	<b>10</b>	<b>\$2,170.00</b>		<b>4</b>	<b>0</b>	<b>0</b>	<b>6</b>	<b>0</b>	<b>6</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	
		9.1 SEPA Checklist	0	\$0.00		0			0							0											
		9.2 Agency Coordination	10	\$2,170.00		4			6							0											
		<b>Project Expenses</b>		<b>\$300.00</b>																							
		Mileage		\$300.00																							
		<b>Total Fee Estimate</b>		<b>\$287,655.00</b>																							



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)~~<sup>40</sup> 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~~<sup>30</sup> 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~~<sup>09.2</sup> 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)

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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 Orling**  
**2024 Water System Plan Update**

Phase	Task	Description	Labor Dollars		Burdened Rates:									
			Labor Hours	Labor Dollars	Hungerford, J.C. P/C/QC	Whittaker, April Sr P/C Spec.	Crackenberg, S. Sr Proj Acct	Orama, Mari Planning Lead	Moss, Brandon Modeling/GIS	Dye, Tabatha Planner	Cooper, Ryan Support	Lucas, Amanda Pubs		
6		<b>Operation and Maintenance (O&amp;M) Program</b>	<b>38</b>	<b>\$5,660.00</b>										
	6.1	O&M Program	38	\$5,660.00										
7		<b>Capital Improvement Plan and Financial Review</b>	<b>68</b>	<b>\$11,880.00</b>										
	7.1	Develop Capital Improvement Plan	46	\$7,680.00										
	7.2	Financial Review	22	\$4,200.00										
8		<b>Prepare WSP Update</b>	<b>176</b>	<b>\$28,450.00</b>										
	8.1	Draft WSP Update	128	\$20,950.00										
	8.2	Final WSP Update	48	\$7,500.00										
9		<b>SEPA Checklist and Agency Coordination</b>	<b>40</b>	<b>\$6,490.00</b>										
	9.1	SEPA Checklist	8	\$1,420.00										
	9.2	Agency Coordination	32	\$5,070.00										

**Project Expenses** **\$700.00**  
 Document Production \$700.00

**Total Fee Estimate** **\$131,390.00**





**City of Orting  
Council Agenda Summary Sheet**

	<b>Agenda Bill #</b>	<b>Recommending Committee</b>	<b>Study Session Dates</b>	<b>Regular Meeting Dates</b>
<b>Subject:</b>  Purchasing Policy Update	<b>AB24-XX</b>	<b>Public Works</b>		
		<b>7.3.2024</b>	<b>7.17.2024</b>	
	<b>Department:</b>	Public Works		
	<b>Date Submitted:</b>	<b>7.3.2024</b>		
<b>Cost of Item:</b>	<u>N/A</u>			
<b>Amount Budgeted:</b>	<u>N/A</u>			
<b>Unexpended Balance:</b>	<u>N/A</u>			
<b>Bars #:</b>	<u>N/A</u>			
<b>Timeline:</b>	<b>As soon as possible</b>			
<b>Submitted By:</b>	<b>Gretchen Russo</b>			
<b>Fiscal Note:</b> None				
<b>Attachments:</b> Draft Purchasing Policy				
<b>SUMMARY STATEMENT:</b>				
<b>General Policy Update:</b>				
Effective July 1, 2024, RCW 39.04.151-4 requires the City to adopt an ordinance or a resolution establishing the City’s authority to use a small works roster and solicit for small public works using the small works roster process. This process can be completed by adopting a resolution with an updated Purchasing Policy.				
Small works rosters are lists of qualified contractors who can bid for an eligible project below \$350,000. Rosters are less restrictive and time-consuming than conducting a formal competitive bid. The City currently uses the MRSC Rosters which will automatically be moved to the statewide small works roster and will comply with the new state rules. In addition, the City does have to document small works thresholds and processes to ensure compliance with the new RCW’s.				
<b>Architect and Engineering Services Discussion:</b>				
The city has adopted the state’s statute for contracting architect and engineering services. However, there has been recent council discussion on whether or not additional policy regarding follow on work, such as construction services, should be separately acquired. Further, discussion has been ongoing related when on call engineering contracts are sufficient for project specific work, and what type or size of project may need to have a separate request for qualifications process to select a qualified service provider.				
<b>RECOMMENDED ACTION: <u>Action:</u></b>				
Provide staff feedback on general updates, and any changes desired for Architect and Engineering services.				
<b>FUTURE MOTION: <u>Action:</u></b>				
To approve the resolution updating the City’s Purchasing Policy.				

## **City of Orting Purchasing Policy**

### **Part I: Purpose**

By adopting these procedures, the City Council intends to ensure that the city conduct all purchasing and public works contracting activities in full compliance with Washington law and locally adopted procedures. The intent of this chapter is to provide maximum assurances to the public and to all contractors, consultants and vendors, that Orting's purchasing and contracting practices provide maximum fairness and value in the expenditure of public funds. See appendix A for federal purchasing rules.

These procedures are adopted to:

- Implement the requirements of state laws, local ordinances and administrative procedures thereby assuring the legality of the purchasing process;
- Ensure buying competitively and wisely to obtain maximum value for the public dollars spent.
- Commit that procurement will be impartial and provide the City with the best quality for the best value; and
- Ensure that purchases will be within budget limits and meet goals and objectives approved in the City's Operating and Capital budget.
- Non-budgeted items or items that exceed budget capacity must be pre-approved by City Council.

### **Part II Code of Ethics**

Code of Ethics (RCW 42.23) "Public employment is a public trust." The public must have confidence in the integrity of its government. The purpose of this Code of Ethics is to give guidance to all employees and elected officials so that they may conduct themselves in a manner which will be compatible with the best interest of themselves and the City of Orting. It is essential that those doing business with the City observe the following guiding ethical standards:

1. Actions of City employees shall be impartial and fair.
2. The City will not accept donations of materials or services in return for a commitment to continue to initiate a purchasing relationship.
3. City employees may not solicit, accept, or agree to accept any gratuity for themselves, their families or others that would or could result in personal gain. Purchasing decisions must be made impartially. The following are examples of items not considered gratuities: Discounts or concessions realistically available to the general population; Items received that do not result in personal gain; Samples to the City used for general City use.

### **Part III Conflict of Interest**

No City staff or council member may undertake consulting, professional practice or other assignments which would result in a conflict of interest. Any employee of the City who recommends or approves a purchase and who has any financial interest in the firm involved in the purchase shall disclose his or her interest in the firm prior to recommending or approving the purchase.

## **Part IV        Definitions**

Unless the context requires otherwise, the terms as used in this Policy shall have the following meaning:

“Adequate appropriation balance” means sufficient fund balance existing in the appropriation item against which the purchase order is to be charged.

“Bid” means an offer, submitted by a bidder to furnish supplies, materials, equipment and other property in conformity with the specifications, delivery terms and conditions, and other requirements included in the invitation for bids or otherwise required by the city.

“Bidding” means a procedure used to solicit quotations on price and delivery from various prospective suppliers of supplies, materials, equipment, and other city property.

“Capital equipment” means any equipment of the city having an initial value of \$1,000 or more and an estimated useful life of three or more years.

“City administrator” means the City of Orting City Administrator or his/her duly appointed designee. The City Administrator is authorized to delegate any functions and responsibilities set forth in this chapter to administrative staff.

“Contractual services” means professional and nonprofessional service contracts including but not limited to engineering, animal control, janitorial and other contracts entered into for the accomplishments of a particular project or limited period of time.

“Cooperative agreements” are purchasing agreements between two or more organizations that aggregate demand and lower costs from select suppliers for the purpose of obtaining supplies or services faster, easier, or at a lower cost.

“Department Heads” means the Mayor, City Administrator, City Treasurer, City Clerk, Police Chief, Court Administrator, Building Official, Public Works Director, and the Parks and Recreation Director.

“Emergency” means, for the purpose of enabling the city to suspend compliance with public bidding and purchasing policies and requirements, an event or set of circumstances which demands immediate action to preserve public health, protect life, protect public property, or to provide relief to the community overtaken by such occurrences.

“Interlocal agreements” are the exercise of governmental powers in a joint cooperative agreement. An interlocal agreement does not mean a “Mutual Aid Agreement” as defined by the provisions of Chapter 10.93 RCW – The Washington Mutual Aid Peace Officers Powers Act.

“Life cycle cost” means the total cost of an item to the city over its estimated useful life, including cost of selection, acquisition, operation, maintenance, and where applicable, disposal, as far as these costs can reasonably be determined, minus the salvage value at the end of its estimated useful life.

“Local bidder” means a firm or individual who regularly maintains a place of business and transacts business in, or maintains an inventory of merchandise for sale in, and is licensed by the city of Orting.

“Mutual law enforcement assistance agreement” includes, but is not limited to, one or more law enforcement agencies aiding or assisting one or more other such agencies through loans or exchanges of personnel or of material resources, for law enforcement purposes.

“Phone bids” means a non-written quotation for a product, or service as outlined in Part VII.

“Public property” means any item of real or personal property owned by the city.

“Public work” shall have the meaning set forth in RCW 39.04.010, as now adopted and hereafter amended.

“Purchase order” means an official document used in authorizing the encumbrance of city funds toward the purchase of supplies, materials, equipment and other property.

“Purchasing agent” means the City Administrator or city employee designated by the City Administrator to serve as a purchasing agent. For routine departmental purchases of supplies, in accordance with the City Administrator’s administrative policy, each department director may designate one or more departmental purchasing agent(s).

“Request for Proposal” (RFP) is a method of soliciting competitive bid proposals for a defined scope of work. The proposals would normally include factors to measure qualifications, delivery, and service reputation as well as price. Stated another way, an RFP is a formal invitation from the city to a company to submit an offer. The offer is to provide a solution (or proposal) to a problem or need the city has identified. An RFP is a solicitation process whereby the judgment of the supplier’s experience, qualifications, and solution may take precedence over their cost proposal to the City. The elements of an RFP are:

1. Project Background and Scope of Service
2. Definitions
3. Minimum Qualifications
4. Technical Requirements (if any)
5. Schedule
6. Cost Proposal
7. Submittal Requirements
8. Evaluation Process and Criteria
9. Insurance Requirements
10. Funding Sources (if applicable)

“Request for Qualifications” (RFQ) is a method of soliciting competitive proposals that considers and evaluates companies on the basis of demonstrated competency and qualifications rather than price. This process is typically used for architecture and engineering services where price is not a consideration. An RFQ will generally result in negotiations. The elements of an RFQ are:

1. Project Background and Scope of Services
2. Project Budget and Source of Funding
3. Schedule
4. Minimum Qualifications
5. Submittal Requirements
6. Selection Process/Evaluation Criteria

“Requisition” means a standard form providing detailed information as to quantity, description, estimated price, possible vendors, fund account, signature and other information necessary to make purchasing decisions.



“Responsible bidder” means a bidder who has proven by experience or information furnished to the satisfaction of the City Administrator that current financial resources, production or service facilities, service reputation and experience are adequate to make satisfactory delivery of supplies of acceptable quality, equipment, or contractual services on which he/she bids. A “responsible bidder” has not violated or attempted to violate any provisions of this chapter.

“Responsive bidder” means a bidder who has complied with all requirements contained in the invitation to bid, including the bid packet and specifications, and who has submitted all required documentation, information and bid bond by the deadline for acceptance of bids.

#### **Guidelines for Purchases, Public Works and Services**

The processes listed in the following guidelines are the normal competitive bidding purchasing requirements. Possible exemptions from normal competitive requirements may include the following: interlocal agreements, emergency, sole source, special facilities or market conditions, purchase of insurance or bonds, auction and electronic data processing or telecommunications purchase.

An interlocal agreement may be used for purchasing in lieu of formal bids or for purchases that do not require a formal process. Initial interlocal agreements of any amount with another governmental agency require Council authorization. The City Administrator may execute renewal or extension of existing interlocal agreements fees up to \$50,000 (fifty thousand), if the agreement’s address renewal and the agreement is consistent with the adopted budget. All other renewals require Council approval. Many of the interlocal agreements are continuing agreements (no end date) and will remain in effect until the City believes that it is no longer needed.

#### **Part V: Purchases of supplies, equipment, and materials (unconnected with a Public Works Project)**

Items under this category include furniture, computer hardware, office equipment, and operating and maintenance supplies.

Purchases by the city of supplies, equipment, and materials shall be made as provided herein; provided nothing herein shall be construed to prohibit City participation in cooperative purchasing agreements with other municipalities. Department heads are encouraged to obtain on-call and long- term service contracts for up to three years for services that are regularly used.

##### **Section 1. Purchases of \$7,500 or less**

Supplies, materials, and equipment with a reasonably expected cost of \$7,500 or less may be purchased without formal or informal bidding; provided that City staff will strive to obtain the lowest practical price for such goods or services.

##### **Section 2. Purchases between \$7,500 and \$15,000**

Supplies, materials, and equipment with a reasonably expected cost of between \$7,500 and \$15,000 may be purchased without formal bidding but staff are required to get at least three soft “phone bids” before moving forward with the purchase using a vendor list.

#### Vendor List process

1. The City partners with the Municipal Research Service Center (MRSC) that forms vendor lists for the award of contracts for the purchases of materials, equipment and supplies.
2. The department director or their designee shall secure written quotations from at least three different vendors whenever possible. The purchase contracts shall be awarded to the lowest responsible bidder.
3. Immediately after the award of the purchase contract is made, the bid quotations obtained shall be recorded and open to public inspection and shall be available by telephone inquiry. When awarded, the department director or their designee shall notify the city clerk.
4. The city clerk shall post at city hall a list of the contracts awarded using the MRSC at least once a year. The list shall contain the names of vendors awarded contracts, the amount of the contracts, a brief description of the items purchased under the contracts, the dates that the contracts were awarded, and the location where the bid quotations for the contracts are available for public inspection.

#### Section 3. Purchases over \$15,000

Supplies, material, equipment, or services with a reasonably expected to cost more than \$15,000.00 shall be purchased through a formal call for bids as follows:

1. Staff will prepare bid specifications for the goods or services to be purchased, which shall include an invitation to bid notice, instructions to bidders, general conditions, special bid conditions (if any), terms and conditions, and a bid proposal form indicating the type of response desired from a bidder.
2. A call for sealed bids ("Call for Bid") or request for proposals will be published in a newspaper of general circulation throughout the city not less than one week prior to the date fixed for opening.
3. The Call for Bid or request for proposals will be posted in the same manner as ordinances. The notice shall include a description of the goods or services desired.
4. Bid proposals will be opened on the date and time, and at the place as specified in the specifications or public notices.
5. Staff will prepare tabulation sheets based on the criteria laid out in the Call for Bid and either recommend an award to the lowest responsible bidder, who meets the terms of the specifications, conditions and qualifications or recommend the rejection of any or all bids.
6. The City Council shall review the bid proposals, related materials and the recommendation of the staff, and shall award the contract to the lowest responsible bidder. The city administrator may upon review of the materials and recommendations of staff reject any or all bids and make a further call for bids.
7. If bids are not received on the first call, the city may choose either to make a second call for bids or to negotiate directly with any prospective service or supply provider, per RCW 35.23.352(1).

**Part VI Public Works** (as defined in RCW 39.04.010, RCW 35.23.352 and RCW 39.04.151-154)

In determining the cost of a public works project, all amounts paid for materials, supplies, equipment, and labor, ~~as well as retail sales and use tax (where required by law)~~ on the construction of that project must be included. ~~The city contracts with MRSC for maintenance of a small works roster, consisting of all responsible, licensed contractors requesting to be included for award of public works contracts. The term "public works project" means a complete project. Division of the project into units of work or classes of work to avoid the restriction on work that may be performed by day labor on a single project is not permitted.~~

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Section 2 Limited Public Works Projects – Less than \$50,000

- ~~The city shall solicit electronic or written quotations from a minimum of three contractors from the appropriate small works roster and shall award the contract to the lowest responsible bidder. The City must equitably distribute opportunities for limited public works projects among contractors willing to perform in the geographic are of the work.~~

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~~As it is the intent of the legislature to increase utilization of small, minority, women and veteran-owned business, the City is encouraged to use the following process. If the City determines that a direct contract option would best serve the city, the following rules will be followed:~~

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Section 3 Small Works under \$150,000 – Direct Contracting option

- ~~City can direct contract through negotiation with a single contractor from the appropriate roster.~~
- ~~City must rotate through the contractors on the appropriate small works roster and not select the same firm repeatedly.~~
- ~~Small business preference – six or more rule~~
  - o ~~If there are 5 or less certified small businesses – city can contract with any contractor (not just certified small businesses.)~~
  - o ~~If there are 6 or more – city is required to contract with a certified small business.~~

~~Section 1. Public Works – Minimal Competition \$75,000 or less~~

~~1- The city may construct public works by contract, without calling for bids, whenever the estimated cost of the work or improvement, including cost of materials, supplies and equipment will not exceed the sum of: (1) \$75,000. The term "public works project" means a complete project. Division of the project into units of work or classes of work to avoid the restriction on work that may be performed by day labor on a single project is not permitted.~~

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- ~~2- A contract shall be awarded under this section according to the following procedure:~~
  - A. ~~Competitive bidding is not required and staff may seek quotes directly from individual vendors. Staff are encouraged but not required to seek multiple quotes.~~

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~~Section 2. Public Works – Small works roster, between \$250,000 and \$350,000~~ \$350,000 or less

1. ~~The city contracts with MRSC for maintenance of a small works roster, consisting of all responsible, licensed contractors requesting to be included for award of public works contracts not to exceed \$350,000.~~
2. The city may award a contract for \$350,000 or less off of the small works roster using the following procedure:
  - A. The Public Works Director or designee shall obtain written quotations, from the appropriate small works roster. ~~Whenever possible, the~~ The city shall invite all at least five contractors to submit quotations, including certified small businesses, minority, women or veteran-owned, ~~whenever possible, at least one otherwise qualified woman or minority contractor. The city may invite all appropriate contractors on the roster to submit quotations.~~ Once a contractor has been afforded an opportunity to submit a quotation, that contractor shall not be offered another opportunity until all other appropriate contractors on the roster have been afforded an opportunity to submit a quotation on a contract.
  - B. The city's invitation for quotations shall include an estimate of the scope and nature of the work to be performed, and the materials and equipment to be furnished.
  - C. The city shall award the contract to the lowest responsible bidder.
  - D. Immediately after awarding a contract, the Public Works Director or designee shall record the bid quotations obtained for the contract. The bid quotations shall be open to public inspection.

Section 3. Public Works – Formal bidding, \$350,000 or more

Public works with a reasonably expected cost of \$350,000 or more shall be let by formal bid as provided herein:

1. Formal bidding procedure:
  - A. Staff will prepare bid specifications for completion of the public works project upon prior authorization by the City Council.
  - B. A call for sealed bids ("Call for Bids") will be published in the official newspaper, or a newspaper of general circulation most likely to bring responsive bids, once a week for two consecutive weeks prior to the date fixed for the opening of bids.
  - C. The Call for Bids will be posted in the same manner as ordinances.
  - D. The Call for Bids shall contain the following:
    1. Description of the nature of work;
    2. State where the plans and specifications are on file;
    3. State that the bids must be sealed and filed with the city before a specific date;
    4. State what criteria will be used to score the bids
2. State that bids must be accompanied by bid proposal deposit which will be at least five percent of the bid in the form of a cashier's check or postal money order or surety bond made out to the city and specify that no bids will be considered without this deposit. Bids will be opened on the date and time and at the place as specified in the bid specifications, requests for proposals, advertisements and public notices.
3. Staff will prepare bid tabulation sheets based on the criteria laid out in the Call for Bids, and either recommend an award to the lowest responsible bidder who meets the terms of the specifications, conditions and qualifications, or recommend the rejection of all bids received.



4. The City Council shall review the bids, specifications and related materials and the recommendations of staff and shall award the contract to the lowest responsible bidder.
5. The City Administrator council may, upon review of the materials and recommendations of staff, reject all bids if it is determined that a bidder is non-responsive or not-responsible, and may make a further call for bids.
6. If bids are not received on the first call, the city may choose either to make a second call for bids or to negotiate directly with any prospective public works contractor.

#### **Part VII Service Contracts**

Contracts for services that are not for: (1) public works or (2) a qualifying professional service set out in RCW 39.80.020, do not require a competitive bidding process, per state law. However, the city would like to utilize a competitive process to ensure that taxpayer dollars are being put to their highest and best use. To that end, this city will follow the following processes:

1. For service contracts estimated to be less than \$50,000 no competitive process is required but staff should be able to show that the price is reasonable and the provider is qualified.
2. For service contracts estimated to be more than \$50,000 but less than \$75,000 staff should obtain three written quotes from qualified providers, or alternatively they may use a more formal RFP/RFQ process as described herein.

For service contracts estimated to be more than \$75,000 staff should use a formally advertised RFP/RFQ process as described herein.

#### **Part VIII Architect and Engineer Services (A&E)**

The City must follow chapter 39.80 RCW for procuring A&E professional services, as defined at RCW 39.80.020. Architectural and Engineering consultants are initially selected based upon their qualifications through a Request for Qualifications (RFQ) process, rather than price (see RCW 39.80.050). After selecting a consultant of this type via the RFQ process, the city will negotiate a contract with the most qualified firm at a price which the City determines fair and reasonable. In so negotiating, the city shall take into account the estimated value of the services to be rendered as well as the scope, complexity, and professional nature. If the city is unable to negotiate a satisfactory contract with the firm selected at a price the city determines to be fair and reasonable, negotiations shall be terminated and the city shall begin negotiations with the next highly qualified firm.

#### **Part IX Waivers and Exemptions**

##### **Section 1 Emergency Purchases**

It is the intent as adopted by the City Council of Orting that the Mayor, or his designee, be authorized to waive the requirements of competitive bidding in the event of an emergency as defined by RCW 39.04.280. An emergency purchase means unforeseen circumstances beyond the control of the city that either: (a) present a real, immediate threat to the proper performance of essential functions; or (b) will likely result in material loss or damage to property, bodily injury, or loss of life if immediate action is not taken. The Mayor or his designee shall comply with all portions of RCW 39.04.280 in the event of an emergency. The City Council through resolution may also waive competitive bidding requirements in circumstances defined within RCW 39.04.280. In any waiver of competitive bidding requirements, public disclosure and review shall be produced per the requirements as defined in RCW 39.04.280.

#### Section 2 Sole Source Supply

These requirements for purchasing or public works also may be waived by the Mayor, or his designee declaring that the purchase or public work is either clearly and legitimately limited to a single source or supply, or the materials, supplies, equipment, or services are subject to special market conditions, and recites why this situation exists. The City Council through resolution may also waive competitive bidding requirements in circumstances defined within RCW 39.04.280. In any waiver of competitive bidding requirements, public disclosure and review shall be produced per the requirements as defined in RCW 39.04.280.

### **Part X Purchasing Authority**

Purchasing authority as described below is based on a complete contract price. Contracts that last multiple years shall have each years' cost aggregated to determine the entire contract value. Purchasing authority is also project-limited. If the project requires purchases from multiple vendors, costs from each vendor shall be aggregated to determine how a purchase is approved.

#### Section 1. Authorities for Budgeted Items:

Purchase of supplies, equipment, materials or goods not connected with a public works project

1. Purchases less than \$15,000 may be approved by department directors
2. Purchases less than \$50,000 may be approved by the City Administrator
3. Purchases above \$50,000 require Council approval.

Public Works projects

1. Purchases less than \$15,000 may be approved by the Public Works Director
2. Purchases less than \$50,000 may be approved by the City Administrator
3. Purchases above \$50,000 require Council approval.

#### Section 2. Authorities for non-Budgeted Items:

1. Purchases less than \$15,000 may be approved by the City Administrator
2. Purchases more than \$15,000 require Council approval

## **Part XI Credit Cards**

The City shall provide the Mayor and department heads (or their designees, as approved by the Finance Committee) with a city credit card for traveling or purchasing budgeted items. It is the policy of the City that purchases on credit cards be minimized as much as possible. It is the responsibility of each card holder to save their receipts and provide them to the accounts payable clerk. The Finance Director may require a reconciliation from the card holder if they have more than ten transactions per month.

### **Section 1. Credit Limits**

The following limits shall apply:

1. The Mayor, the City Administrator, and the Finance Director shall have full access to the city's credit limit.
2. The Police Chief shall have a limit of \$15,000.
3. The Public Works Director shall have a limit of \$15,000.
4. All other directors shall have a limit of \$5,000.
5. The Public Works Administrative Assistant shall have a limit of \$7,000.
6. All others who have credit cards shall have limits of \$1,000.
7. In the case of a declared emergency, the Incident commander and all city directors shall have full access to the credit limit of the city.

If needed, the Finance Director or designee may increase the credit card limit for a limited time period or for a specific purchase.

## **Part XII Federal Funds**

Federal funds and grants often come with their own separate and more restrictive bidding requirements. Competitive bidding may be required by federal agencies, even below the state limits, and the required competitive process may be more demanding.

If the project uses any federal funding, the most restrictive of the state and federal requirements must be used. The city will work closely with granting agencies and follow all the requirements for the particular grant.





## Equipment and Supplies

Type of Purchase	Normal Process	Other Requirements	Contract Authorization
Items costing less than \$7,500	No state law required		<ul style="list-style-type: none"> <li>Department director may execute</li> </ul>
Items between \$7,500 and \$15,000	May use any of the following: <ul style="list-style-type: none"> <li>3 quotes from MRSC vendor list</li> <li>Formal bid</li> <li>Interlocal Agreement or other possible exemptions</li> </ul>	Publication of RFP if bidding	<u>Budgeted Purchases</u> <ul style="list-style-type: none"> <li>Department director may execute</li> </ul> <u>Non-budgeted purchases</u> <ul style="list-style-type: none"> <li>City Administrator may execute</li> </ul>
Purchases over \$15,000	May use any of the following: <ul style="list-style-type: none"> <li>Formal Bid</li> <li>Interlocal agreement or other possible exemptions</li> </ul>	Publication of RFP if bidding	<u>Budgeted Purchases</u> <ul style="list-style-type: none"> <li>Purchases up to \$50K City Administrator may execute</li> <li>Purchases above \$50K are required to be approved by the Council</li> </ul> <u>Non-budgeted</u> <ul style="list-style-type: none"> <li>Requires Council approval</li> </ul>

## Professional and personal services

Type of Service	Normal Process	Other Requirements	Contract Authorization
Architectural, Land Surveying and Engineering Services	Request for Qualifications	<ul style="list-style-type: none"> <li>Publish RFQ</li> <li>Must evaluate on performance and qualifications</li> <li>Negotiate contract after selection</li> </ul>	<u>Budgeted Purchases</u> <ul style="list-style-type: none"> <li>If under \$50K, City Administrator may execute</li> <li>Above \$50K requires Council approval</li> </ul> <u>Non-budgeted purchases</u> <ul style="list-style-type: none"> <li>Purchases are required to be approved by the Council</li> </ul>
All other personal services	<ul style="list-style-type: none"> <li>No state law required process</li> <li>Contracts more than \$50K but less than \$75K should obtain three written quotes or a formal bid</li> <li>Contracts more than \$75K should use a formal bid</li> <li>Interlocal agreement or other possible exemption</li> </ul>		<u>Budgeted</u> <ul style="list-style-type: none"> <li>If under \$15K, department director may execute</li> <li>If under \$50K, City Administrator may execute</li> </ul> <u>Non-budgeted</u> <ul style="list-style-type: none"> <li>Under \$15K, City Administrator may execute</li> <li>Above \$15K requires Council approval</li> </ul>

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### Public Works

Purchase or Project	Normal Process	Other Requirements	Contract Authorization
Projects less than \$2.5K	One quote needed, two recommended	<ul style="list-style-type: none"> <li>• Prevailing wage</li> <li>• No bond</li> <li>• No retainage</li> </ul>	<ul style="list-style-type: none"> <li>• Department director may execute</li> </ul>
Projects costing under \$50K (Alternative to Small Works Roster)	<ul style="list-style-type: none"> <li>• Solicited quotes</li> <li>• Interlocal agreement or other possible exemptions</li> </ul>	<ul style="list-style-type: none"> <li>• Prevailing wage</li> <li>• Insurance</li> <li>• Contract/Performance bond required between \$10K to \$40K</li> </ul>	<u>Budgeted Projects</u> Department director may execute <u>Non-budgeted Projects</u> <ul style="list-style-type: none"> <li>• Under \$15K City Administrator may execute</li> <li>• Above \$15K requires Council approval</li> </ul>
Projects costing under \$75K	<ul style="list-style-type: none"> <li>• May use Small Works Roster from MRSC</li> <li>• Interlocal agreement or other possible exemptions</li> </ul>	<ul style="list-style-type: none"> <li>• Prevailing wage</li> <li>• Insurance</li> <li>• Contract/Performance bond</li> <li>• Bid bond/deposit (unless using Small Works Roster)</li> </ul>	<u>Budgeted Purchases</u> <ul style="list-style-type: none"> <li>• Up to \$15K Department director may execute</li> <li>• Under \$50K City Administrator may execute</li> </ul> <u>Non-budgeted purchases</u> <ul style="list-style-type: none"> <li>• Under \$15K City Administrator may execute</li> <li>• Above \$15K requires Council approval</li> </ul>
Projects costs exceeding \$75K for single trade or \$116,155 for multiple trades and less than \$350K	<ul style="list-style-type: none"> <li>• Formal Bid or Small Works Roster process to solicit quotes</li> <li>• Interlocal agreement or other possible exemptions</li> </ul>	<ul style="list-style-type: none"> <li>• Prevailing wage</li> <li>• Insurance</li> <li>• Contract/Performance bond required</li> </ul>	<u>Budgeted Projects</u> <ul style="list-style-type: none"> <li>• Requires Council approval</li> </ul> <u>Non-budgeted Projects</u> <ul style="list-style-type: none"> <li>• Requires Council approval</li> </ul>
Projects costing 350K or more	<ul style="list-style-type: none"> <li>• Formal Bid</li> <li>• Interlocal agreement or other possible exemptions</li> </ul>	<ul style="list-style-type: none"> <li>• Prevailing wage</li> <li>• Insurance</li> <li>• Contract/Performance bond</li> <li>• Bid bond/deposit</li> </ul>	<ul style="list-style-type: none"> <li>• Requires Council approval</li> </ul>

Possible exemptions from normal competitive bidding requirements include the following:

- emergency purchase, sole source purchase, special facilities or market conditions, purchase of insurance or bonds, auction, electronic data processing or telecommunications purchase

## Public Works

<u>Purchase or Project</u>	<u>Normal Process</u>	<u>Other Requirements</u>	<u>Contract Authorization</u>
<u>Projects costing under \$50K (Limited Public Works)</u>	<ul style="list-style-type: none"> <li>• <u>Solicited quotes from a minimum of (3) three applicable vendors</u></li> <li>• <u>Interlocal agreement or other possible exemptions</u></li> </ul>	<ul style="list-style-type: none"> <li>• <u>Prevailing wage</u></li> <li>• <u>Insurance</u></li> <li>• <u>Contract/Performance bond required between \$20K to \$40K</u></li> </ul>	<u>Budgeted Projects</u> <u>Department director may execute</u> <u>Non-budgeted Projects</u> <ul style="list-style-type: none"> <li>• <u>Under \$15K Department director may execute</u></li> <li>• <u>Under \$50K City Administrator may execute</u></li> </ul> <u>Non-budgeted purchases</u> <ul style="list-style-type: none"> <li>• <u>Under \$15K City Administrator may execute</u></li> <li>• <u>Above \$15K requires Council approval</u></li> </ul>
<u>Projects costing less than 50K (Direct Contract from MRSC small works roster)</u>	<ul style="list-style-type: none"> <li>• <u>Rotating requirements –</u></li> <li>• <u>Track award of contracts</u></li> <li>• <u>Interlocal agreement or other possible exemptions</u></li> </ul>	<ul style="list-style-type: none"> <li>• <u>Prevailing wage</u></li> <li>• <u>Insurance</u></li> <li>• <u>Contract/Performance bond</u></li> </ul>	<u>Budgeted Purchases</u> <ul style="list-style-type: none"> <li>• <u>Up to \$15K Department director may execute</u></li> <li>• <u>Under \$50K City Administrator may execute</u></li> </ul> <u>Non-budgeted purchases</u> <ul style="list-style-type: none"> <li>• <u>Under \$15K City Administrator may execute</u></li> <li>• <u>Above \$15K requires Council approval</u></li> </ul>
<u>More than \$250K but less than \$350K</u>	<ul style="list-style-type: none"> <li>• <u>Formal Bid or Small Works Roster process to solicit quotes from ALL applicable contractors</u></li> <li>• <u>Interlocal agreement or other possible exemptions</u></li> </ul>	<ul style="list-style-type: none"> <li>• <u>Prevailing wage</u></li> <li>• <u>Insurance</u></li> <li>• <u>Contract/Performance bond required</u></li> <li>• <u>Bid bond/deposit (unless using Small Works Roster)</u></li> </ul>	<u>Budgeted Projects</u> <ul style="list-style-type: none"> <li>• <u>Requires Council approval</u></li> </ul> <u>Non-budgeted Projects</u> <ul style="list-style-type: none"> <li>• <u>Requires Council approval</u></li> </ul>
<u>Projects costing 350K or more</u>	<ul style="list-style-type: none"> <li>• <u>Formal Bid</u></li> <li>• <u>Interlocal agreement or other possible exemptions</u></li> </ul>	<ul style="list-style-type: none"> <li>• <u>Prevailing wage</u></li> <li>• <u>Insurance</u></li> <li>• <u>Contract/Performance bond</u></li> <li>• <u>Bid bond/deposit</u></li> </ul>	<ul style="list-style-type: none"> <li>• <u>Requires Council approval</u></li> </ul>

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Possible exemptions from normal competitive bidding requirements include the following:

- emergency purchase, sole source purchase, special facilities or market conditions, purchase of insurance or bonds, auction, electronic data processing or telecommunications purchase

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**RCW 39.04.151 Small works roster—State agencies, authorized local governments may establish—Municipal research and services center—Rules. (Effective July 1, 2024.)**

(1) A state agency or an authorized local government may utilize a statewide small works roster in accordance with subsection (2) of this section or create and maintain one or more small works rosters for different specialties, categories of anticipated work, or geographic areas served by contractors on the roster that have registered for inclusion on that particular roster.

(a) The small works roster shall consist of all responsible contractors who have requested to be on the list, and where required by law, are properly licensed or registered to perform such work in this state in accordance with RCW 39.04.350.

(b) A state agency or authorized local government establishing a small works roster must require contractors desiring to be placed on the roster to indicate if they meet the definition of women and minority-owned business as described in RCW 39.19.030(7)(b), veteran-owned business as defined in RCW 43.60A.010, or small business as defined in RCW 39.04.010, and to keep current records of any applicable licenses, certifications, registrations, bonding, insurance, or other appropriate matters on file with the appropriate agency as a condition of being placed on the roster and award of contract.

(c) At least once a year, the state agency or local government must publish in a newspaper of general circulation and provide the office of minority and women's business enterprises' directory of certified firms a notice of the existence of the roster and solicit contractors for the roster.

(d) Responsible contractors must be added to an appropriate roster at any time they submit a written request and the necessary records.

(e) The contractor must agree and be able to receive notifications and other communications via email.

(f) State agencies or authorized local governments using a small works roster may not break a project into units or construct a project by phases if done for the purposes of avoiding maximum dollar amounts set by chapter 395, Laws of 2023.

(2) The department of commerce through [through] the municipal research and services center shall develop a statewide small works roster in compliance with subsection (1) of this section by June 30, 2024. The municipal research and services center must develop criteria for the statewide roster with collaboration from affected state and local agencies. The statewide roster must have features to filter the roster by different specialties, categories of anticipated work, or geographic areas served by contractors. The roster must also indicate if the contractor is designated as a small business as defined in RCW 39.04.010.

(3) The department of commerce shall provide funding to the municipal research and services center as appropriated to maintain and publicize a small works roster and work with the municipal research and services center to notify state and local governments authorized to use small works rosters of the statewide roster authority and to provide guidance on how to use the authority. The guidance may take the form of a manual provided to local governments.

(4) A state agency establishing a small works roster shall adopt rules implementing this section. A local government establishing a



small works roster shall adopt an ordinance or resolution implementing this section. Procedures included in rules adopted by the department of enterprise services in implementing this section must be included in any rules providing for a small works roster that is adopted by another state agency, if the authority for that state agency to engage in these activities has been delegated to it by the department of enterprise services under chapter 43.19 RCW. An interlocal contract or agreement between two or more state agencies or local governments establishing a small works roster to be used by the parties to the agreement or contract must clearly identify the lead entity that is responsible for implementing the provisions of this subsection. [2023 c 395 § 14.]

**Effective date—2023 c 395 §§ 1-30, 32-34, 36, and 37:** See note following RCW 39.04.010.

**Findings—Intent—2023 c 395:** See note following RCW 39.04.010.

**RCW 39.04.152 Uniform small works roster provisions—Invitations for bids—Retainage, performance bonds—Bid quotations—List of small works contracts awarded. (Effective July 1, 2024.)** (1) This section provides uniform small works roster provisions to award contracts for construction, building, renovation, remodeling, alteration, repair, or improvement of real property that may be used by state agencies and by any local government that is expressly authorized to use these provisions. These provisions may be used in lieu of other procedures to award contracts for such work with an estimated cost of \$350,000 or less excluding state sales tax. The small works roster process includes the direct contract provisions authorized under this section and any local government authorized to award contracts using the small works roster process under this section may award contracts using the direct contract provisions of this section. State agencies and authorized local governments using small works rosters must establish procedures for implementing chapter 395, Laws of 2023.

(2) State agencies and authorized local governments must document good faith efforts annually implementing subsections (6) and (7) of this section.

(3) Invitations for bids or direct contract negotiation must include, at a minimum, an estimate for the scope of work including the nature of the work to be performed as well as the materials and equipment to be furnished. Detailed plans and specifications need not be included.

(4) The department of enterprise services must develop and make available on its public-facing website templates for bid invitations, bidding, and contracting that may be used by state agencies, authorized local governments, and contractors.

(a) (i) For small works roster projects with an estimated cost less than \$350,000, not including sales tax, state agencies and authorized local governments may contract by securing written or electronic quotations to assure that a competitive price is established and to award contracts to the responsible bidder with the lowest responsive bid.

(ii) A state agency or authorized local government contracting through a small works roster shall invite bids notifying all contractors on the applicable roster that have indicated interest in performing work in the applicable geographical area.

(b) For small public works projects with an estimated cost less than \$150,000, not including sales tax, to increase the utilization of small businesses, state agencies and local governments are encouraged to and may direct contract with small businesses as defined in chapter 395, Laws of 2023, before direct contracting with other contractors on the appropriate small works roster without a competitive process as follows:

(i) If there are six or more contractors meeting the definition of small business on the applicable roster, the state agency or authorized local government must direct contract with one of those small businesses on the applicable roster that have indicated interest in performing work in the applicable geographical area. A state agency or authorized local government utilizing direct contracting pursuant to this subsection must rotate through the contractors on the appropriate small works roster and must, when qualified contractors are available from the roster who may perform the work or deliver the services within the budget described in the notice or request for proposals, utilize different contractors on different projects.



(ii) If there are five or less contractors meeting the definition of small business on the applicable roster, the state agency or authorized local government may direct contract with any contractor on the applicable roster.

(iii) The state agency or authorized local government must notify small, minority, women, or veteran-owned businesses on the applicable roster when direct contracting is utilized.

(iv) It is the intent of the legislature to increase utilization of small, minority, women, and veteran-owned businesses. Each state agency and authorized local government shall establish a small, minority, women, and veteran-owned business utilization plan. A state agency or authorized local government engaging in direct contracting may not favor certain contractors on the appropriate small works roster by repeatedly awarding contracts without documented attempts to direct contract with other contractors on the appropriate small works roster.

(v) If the state agency or authorized local government elects not to use the methods outlined in this subsection, it may not use direct contracting and must invite bids by electronically notifying all contractors on the applicable roster that have indicated interest in performing work in the applicable geographical area as described in this section.

(5) For small public works contracts under \$5,000, there is no requirement for retainage or performance bonds. Small public works contracts valued at more than \$5,000 shall be subject to performance bond requirements set forth in chapter 39.08 RCW and retainage requirements set forth in chapter 60.28 RCW, provided, however, that the awarding state agency or authorized local government may reduce or waive retainage requirements set forth in RCW 60.28.011(1)(a), thereby assuming the liability for the contractor's nonpayment of: (a) Laborers, mechanics, subcontractors, materialpersons, and suppliers; and (b) taxes, increases, and penalties pursuant to Titles 50, 51, and 82 RCW that may be due from the contractor for the project. Any such waiver will not affect the rights of the state agency or local government to recover against the contractor for any payments made on the contractor's behalf. For small public works contracts awarded through a bid solicitation, notice of any retainage reduction or waiver must be provided in bid solicitations.

(6) After an award is made, the bid quotations obtained shall be recorded, publicly available, and available by request.

(7) Annually, a state agency or authorized local government must publish a list of small works contracts awarded and contractors contacted for direct negotiation pursuant to RCW 39.04.200. [2023 c 395 § 15.]

**Effective date—2023 c 395 §§ 1-30, 32-34, 36, and 37:** See note following RCW 39.04.010.

**Findings—Intent—2023 c 395:** See note following RCW 39.04.010.



**RCW 39.04.155 Small works roster contract procedures—Limited public works process—Definitions. (Effective until July 1, 2024.)**

(1) This section provides uniform small works roster provisions to award contracts for construction, building, renovation, remodeling, alteration, repair, or improvement of real property that may be used by state agencies and by any local government that is expressly authorized to use these provisions. These provisions may be used in lieu of other procedures to award contracts for such work with an estimated cost of three hundred fifty thousand dollars or less. The small works roster process includes the limited public works process authorized under subsection (3) of this section and any local government authorized to award contracts using the small works roster process under this section may award contracts using the limited public works process under subsection (3) of this section.

(2) (a) A state agency or authorized local government may create a single general small works roster, or may create a small works roster for different specialties or categories of anticipated work. Where applicable, small works rosters may make distinctions between contractors based upon different geographic areas served by the contractor. The small works roster or rosters shall consist of all responsible contractors who have requested to be on the list, and where required by law are properly licensed or registered to perform such work in this state. A state agency or local government establishing a small works roster or rosters may require eligible contractors desiring to be placed on a roster or rosters to keep current records of any applicable licenses, certifications, registrations, bonding, insurance, or other appropriate matters on file with the state agency or local government as a condition of being placed on a roster or rosters. At least once a year, the state agency or local government shall publish in a newspaper of general circulation within the jurisdiction a notice of the existence of the roster or rosters and solicit the names of contractors for such roster or rosters. In addition, responsible contractors shall be added to an appropriate roster or rosters at any time they submit a written request and necessary records. Master contracts may be required to be signed that become effective when a specific award is made using a small works roster.

(b) A state agency establishing a small works roster or rosters shall adopt rules implementing this subsection. A local government establishing a small works roster or rosters shall adopt an ordinance or resolution implementing this subsection. Procedures included in rules adopted by the department of enterprise services in implementing this subsection must be included in any rules providing for a small works roster or rosters that is adopted by another state agency, if the authority for that state agency to engage in these activities has been delegated to it by the department of enterprise services under chapter 43.19 RCW. An interlocal contract or agreement between two or more state agencies or local governments establishing a small works roster or rosters to be used by the parties to the agreement or contract must clearly identify the lead entity that is responsible for implementing the provisions of this subsection.

(c) Procedures shall be established for securing telephone, written, or electronic quotations from contractors on the appropriate small works roster to assure that a competitive price is established and to award contracts to the lowest responsible bidder, as defined in RCW 39.04.010. Invitations for quotations shall include an estimate of



the scope and nature of the work to be performed as well as materials and equipment to be furnished. However, detailed plans and specifications need not be included in the invitation. This subsection does not eliminate other requirements for architectural or engineering approvals as to quality and compliance with building codes. Quotations may be invited from all appropriate contractors on the appropriate small works roster. As an alternative, quotations may be invited from at least five contractors on the appropriate small works roster who have indicated the capability of performing the kind of work being contracted, in a manner that will equitably distribute the opportunity among the contractors on the appropriate roster. However, if the estimated cost of the work is from two hundred fifty thousand dollars to three hundred fifty thousand dollars, a state agency or local government that chooses to solicit bids from less than all the appropriate contractors on the appropriate small works roster must also notify the remaining contractors on the appropriate small works roster that quotations on the work are being sought. The government has the sole option of determining whether this notice to the remaining contractors is made by: (i) Publishing notice in a legal newspaper in general circulation in the area where the work is to be done; (ii) mailing a notice to these contractors; or (iii) sending a notice to these contractors by facsimile or other electronic means. For purposes of this subsection (2) (c), "equitably distribute" means that a state agency or local government soliciting bids may not favor certain contractors on the appropriate small works roster over other contractors on the appropriate small works roster who perform similar services.

(d) A contract awarded from a small works roster under this section need not be advertised.

(e) Immediately after an award is made, the bid quotations obtained shall be recorded, open to public inspection, and available by at least one of the following: Telephone or electronic request.

(f) For projects awarded under the small works roster process established under this subsection, a state agency or authorized local government may waive the retainage requirements of RCW 60.28.011(1) (a), thereby assuming the liability for contractor's nonpayment of: (i) Laborers, mechanics, subcontractors, materialpersons, and suppliers; and (ii) taxes, increases, and penalties under Titles 50, 51, and 82 RCW that may be due from the contractor for the project. However, the state agency or local government has the right of recovery against the contractor for any payments made on the contractor's behalf. Recovery of unpaid wages and benefits are the first priority for actions filed against the contract.

(3) (a) In lieu of awarding contracts under subsection (2) of this section, a state agency or authorized local government may award a contract for work, construction, alteration, repair, or improvement projects estimated to cost less than fifty thousand dollars using the limited public works process provided under this subsection. Public works projects awarded under this subsection are exempt from the other requirements of the small works roster process provided under subsection (2) of this section and are exempt from the requirement that contracts be awarded after advertisement as provided under RCW 39.04.010.

(b) For limited public works projects, a state agency or authorized local government shall solicit electronic or written quotations from a minimum of three contractors from the appropriate



small works roster and shall award the contract to the lowest responsible bidder as defined under RCW 39.04.010. After an award is made, the quotations shall be open to public inspection and available by electronic request. A state agency or authorized local government must equitably distribute opportunities for limited public works projects among contractors willing to perform in the geographic area of the work. A state agency or authorized local government shall maintain a list of the contractors contacted and the contracts awarded during the previous twenty-four months under the limited public works process, including the name of the contractor, the contractor's registration number, the amount of the contract, a brief description of the type of work performed, and the date the contract was awarded. For limited public works projects, a state agency or authorized local government may waive the payment and performance bond requirements of chapter 39.08 RCW and may waive the retainage requirements of RCW 60.28.011(1) (a), thereby assuming the liability for the contractor's nonpayment of laborers, mechanics, subcontractors, materialpersons, suppliers, and taxes, increases, and penalties imposed under Titles 50, 51, and 82 RCW that may be due from the contractor for the limited public works project, however the state agency or authorized local government shall have the right of recovery against the contractor for any payments made on the contractor's behalf.

(4) The breaking of any project into units or accomplishing any projects by phases is prohibited if it is done for the purpose of avoiding the maximum dollar amount of a contract that may be let using the small works roster process or limited public works process.

(5) A state agency or authorized local government may use the limited public works process in this section to solicit and award small works roster contracts to minibusinesses and microbusinesses as defined under RCW 39.26.010 that are registered contractors.

(6) The definitions in this subsection apply throughout this section unless the context clearly requires otherwise.

(a) "Equitably distribute opportunities" means that a state agency or authorized local government may not favor certain contractors on the appropriate small works roster over other contractors on the same roster who perform similar services.

(b) "State agency" means the department of enterprise services, the state parks and recreation commission, the department of natural resources, the department of fish and wildlife, the department of transportation, any institution of higher education as defined under RCW 28B.10.016, and any other state agency delegated authority by the department of enterprise services to engage in construction, building, renovation, remodeling, alteration, improvement, or repair activities. [2019 c 434 § 5; 2015 c 225 § 33; 2009 c 74 § 1; 2008 c 130 § 17. Prior: 2007 c 218 § 87; 2007 c 210 § 1; 2007 c 133 § 4; 2001 c 284 § 1; 2000 c 138 § 101; 1998 c 278 § 12; 1993 c 198 § 1; 1991 c 363 § 109.]

**Finding—Intent—2019 c 434:** See note following RCW 35.23.352.

**Intent—Finding—2007 c 218:** See note following RCW 41.08.020.

**Purpose—2000 c 138:** "The purpose of this act is to establish a common small works roster procedure that state agencies and local governments may use to award contracts for construction, building,

renovation, remodeling, alteration, repair, or improvement of real property." [2000 c 138 § 1.]

**Part headings not law—2000 c 138:** "Part headings used in this act are not any part of the law." [2000 c 138 § 302.]

**Purpose—Captions not law—1991 c 363:** See notes following RCW 2.32.180.

*Competitive bids—Contract procedure:* RCW 36.32.250.