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CED Committee Members:

Chair – Anthony Wright  
Chance La Fleur  
Beau Chevassus

Support Staff:

Chris Pasinetti, CD Director  
Chris Searcy, City Administrator

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## **AGENDA**

### **COMMUNITY & ECONOMIC DEVELOPMENT (CED) COMMITTEE**

CITY OF ENUMCLAW – CITY HALL COUNCIL CHAMBERS

Monday, June 27, 2022

**\*\*\*\*\*4:30PM\*\*\*\*\***

#### **I. OLD BUSINESS**

- A. Meeting Summary from June 13, 2022
- B. Design Review Board Member Removal
- C. Ordinance No. 2738, Temporary sign code amendments - Edits

#### **II. NEW BUSINESS**

- A. Consulting Contract with Jacobs for Planning Services
- B. Wayfinding Sign Gratitude Request
- C. 2022 Work Plan (Discussion)

#### **III. ADJOURNMENT**

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**Next Scheduled Meeting:** July 11, 2022 --- 4:30 p.m

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CSD Committee Members:  
Chair – Anthony Wright  
Chance La Fleur  
Beau Chevassus

Support Staff:  
Chris Pasinetti, CD Director  
Chris Searcy, City Administrator

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## **CED SUMMARY**

### **COMMUNITY & ECONOMIC DEVELOPMENT (CED) COMMITTEE**

CITY OF ENUMCLAW – VIRTUAL TEAMS MEETING

Monday, June 13, 2022

**\*\*\*\*\* 4:30 p.m. \*\*\*\*\***

***THE MEETING BEGAN AT 4:35 PM AND ENDED AT 5:19 PM. COUNCILMEMBERS WRIGHT, CHEVASSUS AND LA FLEUR PRESENT AS WELL AS STAFF MEMBER CHRIS PASINETTI.***

#### **I. OLD BUSINESS**

- A. Meeting summary from May 9, 2022 approved.
- B. Ordinance No. 2738, Temporary Signs. Pasinetti described the Ordinance and the changes that will be made for regulating temporary signs. The temporary signs in the exempt section will be removed and replace under 19.10.210. This section includes section outlining where temporary signs cannot be placed without prior property owner approval. The amendments also include changes the expand the size of public art, signs on private property and description items to help staff with implementation of the code section. Councilmember LaFleur asked if someone wanted to install a political sign larger than what is outline in the code section would they need a permit. Pasinetti stated that signs are not regulated by content and any sign larger than what is defined in the new code sections would require a temporary sign permit. Councilmember Chevassus asked if the sentence regarding “nuisance” could include a definition. Pasinetti pointed out as well that Councilmember Gruner has pointed out a grammar error and staff stated that would be remedied prior to second reading. CED voted to approve the Ordinance subject to making the change recommended by Councilmember Gruner, as well as adding a definition for “nuisance.”

#### **II. NEW BUSINESS**

- A. Design Review Board Removal. Pasinetti outlined the code section regarding DRB members and removal of members. The code states that the Mayor, with confirmation of the City Council can remove members for nonattendance at meetings. Mr. Cochran has not attended a DRB meeting since November of 2020 and according to review of the attendance logs, has missed the last 4 meetings. Councilmember Wright asked if anyone has spoken with Mr. Cochran? Pasinetti stated that phone call earlier in the day went to a full voicemail box and no reply via email.
- B. Building permits and uses. Pasinetti gave an overview of a code enforcement/building permit case for 2155 Farman. Pasinetti stated that the use was determined to not be a use allowed either permitted or conditionally and that the building permit was denied.
- C. Department of Commerce Grants (Climate & Housing). Pasinetti gave an overview of the grant funding available for grants offered by the Department of Commerce. The grants offered are for the authorization of middle-income housing and climate change. The funding is approximately \$75,000 to \$80,000 for each grant. Committee discussed the grants and were in favor of applying for the Climate Grant and would be interested in understanding more of the requirements for the middle housing grant and the expectations from the state.

**III. AJOURNMENT**

**5:19 pm**



City Council  
**AGENDA BILL**

**MEETING DATE:** 06/27/2022

**SUBJECT:** Design Review Board Member Removal

**CATEGORY:** RESOLUTION

**BUDGET IMPACT:**

**Expenditure Budget:** ~~150~~

**Revenue Budget:** ~~150~~

**Proposed Budget Amendment:** ~~150~~

**RELATED ORDINANCE OR RESOLUTION NO.**

**ATTACHMENTS:**

**STAFF CONTACT:** Chris Pasinetti

***SUMMARY/BACKGROUND:*** A request to remove Nick Cochran from his appointment on the Design Review Board (DRB). Mr. Cochran was appointed to the Design Review Board in January of 2017. Since 2020, Mr. Cochran has missed all of the DRB meetings excluding one (November of 2020).

***RECOMMENDATIONS:***

**DATE SENT TO COMMITTEE:** 06/13/2022

**DATE RETURNED:** 06/13/2022

**COUNCIL COMMITTEE:**

**STAFF:** Approve

(BELOW TO BE COMPLETED BY CITY CLERKS OFFICE)

COUNCIL ACTION:

- APPROVED
- DENIED
- TABLED/DEFERRED/NO ACTION
- MOVED TO SECOND READING (ordinances only)

1ST reading \_\_\_\_\_

Enactment reading \_\_\_\_\_

ORDINANCE # \_\_\_\_\_

RESOLUTION # \_\_\_\_\_



*STAFF REPORT*

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*DEPARTMENT OF COMMUNITY DEVELOPMENT*

**TO:** Mayor / City Council  
**FROM:** Chris Pasinetti, Community Development Director  
**DATE:** For the City Council Meeting June 27, 2022  
**SUBJECT:** Design Review Board Member removal

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**SUMMARY OF REQUEST:**

A request to remove Nick Cochran from his appointment on the Design Review Board (DRB).

**BACKGROUND AND REVIEW:**

Mr. Cochran was appointed to the Design Review Board in January of 2017. Since 2020, Mr. Cochran has missed all of the DRB meetings excluding one (November of 2020).

**RECOMMENDATION:**

Mr. Cochran's contributions have been appreciated, however it's important to attend meetings regularly. Staff recommends removing Mr. Cochran from the DRB to give the city an opportunity to recruit a member who may have more time to dedicate to the DRB and their duties.



City Council  
**AGENDA BILL**

**MEETING DATE:** 06/27/2022

**SUBJECT:** Consulting Planning Contract

**CATEGORY:** OTHER

<b>BUDGET IMPACT:</b>	
<b>Expenditure Budget:</b>	<u>\$36,602</u>
<b>Revenue Budget:</b>	\$0
<b>Proposed Budget Amendment:</b>	\$0

**RELATED ORDINANCE OR RESOLUTION NO.**

**ATTACHMENTS:** Planning Contract with Jacobs

**STAFF CONTACT:** Chris Pasinetti, Community Development Director

***SUMMARY/BACKGROUND:*** The city of Enumclaw has been in need of a Planner since the beginning of May. Currently, the planning department has 16 land use permits, many of which are preliminary and final plats (other land use permits as well). Also, the city will be needing contract work for long range planning activities for the 2024 periodic update and procuring consultants is becoming difficult and having a consultant on contract early would ensure having those services available when needed.

With the limited planning staff and the amount of very process intensive land use permits, including the Annexation of the Grace Point Church property, this contract is necessary to ensure timely processing.

Attached is the contract from Jacobs which outlines the scope of work and the costs.

***RECOMMENDATIONS:***

**DATE SENT TO COMMITTEE:** 06/27/2022

**DATE RETURNED:** 06/27/2022

**COUNCIL COMMITTEE:**

**STAFF:** Recommends making a motion to authorize the mayor to enter into a contract with Jacobs.

(BELOW TO BE COMPLETED BY CITY CLERKS OFFICE)

COUNCIL ACTION:

- APPROVED
- DENIED
- TABLED/DEFERRED/NO ACTION
- MOVED TO SECOND READING (ordinances only)

1ST reading	_____
Enactment reading	_____
ORDINANCE #	_____
RESOLUTION #	_____



*STAFF REPORT*

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*DEPARTMENT OF COMMUNITY DEVELOPMENT*

**TO: Mayor and City Council**

**FROM: Chris Pasinetti, AICP, Community Development Director**

**DATE: For the June 27, 2022 Meeting**

**SUBJECT: Contract with Jacobs for Planning Services**

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**SUMMARY OF REQUEST:** Attached is a contract for Jacobs. Engineering and Planning Company. The request is for contract planning services for no more than approximately \$36,000. This contract will help manage the Planning activities and workload.

**BACKGROUND:** In the beginning of May the Planning Department lost our senior planner. This has put stress on the planning department to get permits and land use items reviewed in a timely manner. The busy time of the year (May – August) is upon us and the number of building permits and land use applications show that.

Resolution No. 1754 approved the annexation of the Grace Point Church. This annexation added additional work to the planning department. Since January, the city has received 32 land use permits. Most of these permits are subdivisions, SEPA and Design Review. All of these permit actions require a tremendous amount of processing and review time. 15 of these have been applied for since May. Since January, we have received 178 building permit applications. This includes Master Plans for new homes, tenant improvements, and various other permits (installation of a pool, garages, some new homes, etc.). This is only the start, home construction will begin through June to September and likely into winter.

Also, having a contract with a company for planning services may be needed in the future for the city's comprehensive plan periodic review. Planning Consultants are in high demand and are currently being hired by cities all over the Puget Sound region for the periodic updates, making consultation services becoming scarce. This contract does not specifically authorize the work for the periodic review, once the city receives grant funding from the state for the comprehensive plan review, we will look at what consultation services are available. These funds should come available before the end of 2022.

**RECOMMENDATION:** Review and approve the contract for planning services.



## PROFESSIONAL SERVICES CONTRACT AGREEMENT

### Parties

This AGREEMENT, entered into at Enumclaw, Washington on the 22 day of June 2022 by and between City of Enumclaw address **1309 Myrtle Avenue, Enumclaw Washington 98022**, hereinafter called “City” and Jacobs Engineering Group Inc., hereinafter called “Consultant”.

### Purpose

The City intends to issue an on-call professional services agreement, hereinafter called City of Enumclaw On-Call Environmental Planner Services or the “**Project**”. The present record owner is: **The City of Enumclaw**.

WHEREAS, the City has not sufficient qualified engineering employees to provide the engineering within a reasonable time and the City deems it advisable and is desirous of engaging the professional services and assistance of a qualified professional consulting firm to do the necessary engineering work for the project, and

WHEREAS, the Consultant has represented and by entering into this Agreement now represents, that it is in full compliance with the statutes of the State of Washington for registration of professional engineers, has a current valid corporate certificate from the State of Washington or has a valid assumed name filing with the Secretary of State and that all personnel to be assigned to the work required under this Agreement are fully qualified to perform the work to which they will be assigned in a competent and professional manner, and that sufficient qualified personnel are on staff or readily available to Consultant to staff this Agreement.

WHEREAS, the Consultant has indicated that it desires to do the work set forth in the Agreement upon the terms and conditions set forth below.

NOW THEREFORE, in consideration of the terms, conditions, covenants and performances contained herein below, the parties hereto agree as follows:

### Scope of Work

The Consultant shall furnish, and hereby represents that it has, the necessary equipment, materials, and shall perform the services in a timely professionally and workmanlike manner using the same level of professional skills, care, diligence and standards as other professional performing similar serves under similar conditions (Standard of Care) to facilitate completion of the work described in Exhibit A, Scope of Work, which is attached hereto and incorporated into this Agreement as though fully set forth herein.

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## Professional Service Contract Agreement

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The Consultant shall perform all work described in this Agreement in accordance with the latest edition and amendments to local and state regulations, guidelines and policies.

The Consultant shall prepare such information and studies as it may deem pertinent and necessary, in order to pass judgment in a sound engineering manner on the features of the work. The Consultant shall make such minor changes, amendments or revisions in the detail of the work as may be required by the City. This item does not constitute an "Extra Work" item.

The work shall be verified for accuracy by a complete check by the Consultant. The Consultant will be held responsible for the accuracy of the work, even though the work has been accepted by the City.

### **Time of Completion**

Estimated time to completion: December 31, 2022.  
See Attachment A for schedule of each phase of work.

City review time and delays caused by independently contracted subconsultants are not included in above estimate.

### **Changes in Work**

The Consultant shall make all such revisions and changes in the completed work of this Agreement as are necessary to satisfy the Standard of Care which shall be determined in the sole and absolute discretion of the City and when required to do so by the City, without additional compensation.

Should the City find it desirable for its own purposes to have previously satisfactorily completed work or parts thereof revised, the Consultant shall make such revisions, if requested and as directed by the City in writing. This work shall be considered as Extra Work and will be paid for as provided below.

### **Extra Work**

The City may desire to have the Consultant perform work or render services in connection with the Project in addition to or other than work provided for by the expressed intent of the Scope of Work. Such work will be considered as Extra Work and will be specified in a written supplement which will set forth the nature and scope thereof. Work under a supplement shall not proceed until authorized in writing by the City. Any dispute as to whether work is Extra Work or work already covered under this Agreement shall be resolved before the work is undertaken. Performance of the work by the Consultant prior to resolution of any such dispute shall waive any claim by the Consultant for compensation as Extra Work.

**Professional Liability Insurance (errors & omissions insurance)**

Professional liability insurance shall be provided under this contract in accordance with Attachment 1.          Yes        No

The Consultant shall keep professional liability coverage for a period of 3 years after completion of the contract.

**Compensation**

City agrees to pay Consultant as compensation for services as follows:

See Exhibit A, the budgeted basis for establishment of the fee, and Exhibit A, hourly rates and charges.

The total fee shall not to exceed \$35,601.76.

The compensation schedule shall be based on the subparts of each of the tasks shown in Exhibit A. Payment will be made for each subpart when each is substantially or entirely completed.

**Design Criteria**

See Attachment 2, “Design Criteria”.

**STANDARD PROVISIONS OF AGREEMENT**

The City and Consultant agree that the following provisions shall be a part of their agreement:

1. The City binds itself, it's partners, successors, executors, administrators, and assigns to the Consultant to this agreement in respect to all of the terms and conditions of this agreement. The parties bind themselves, their partners, successors, executors, administrators, and assigns to this contract. Neither party shall assign its interest in this contract without the written consent of the other. There are no understandings or agreements except as herein expressly stated.
2. In the event that the plans, specifications, and/or field work covered by this contract are those required by various governmental agencies and in the event that due to change of policy of said agencies after the date of this agreement, additional office or field work is required, the said additional work shall be paid for by the City as extra work.
3. City shall secure the permission necessary to allow Consultant's personnel and equipment access to the Project site at no cost to Consultant.
4. The City will furnish the Consultant copies of documents which are available to the City that will facilitate the preparation of the plans, studies, specifications, and estimates within the limits of the assigned work. All other records needed for the study must be obtained by the Consultant. The Consultant will coordinate with other available sources to obtain data or records available to those agencies. The Consultant shall be responsible for this and any other data collection to the extent provided for in the Scope of Work. City will provide to Consultant all data in City's possession relating to Consultants services on the project. Consultant will reasonably rely upon the accuracy, timeliness, and completeness of the information provided by the City. Should field studies be needed, the Consultant will perform such work to the extent provided for in the Scope of Work. The City will not be obligated to perform any such field studies.
5. City shall be responsible for correctly designating the location of all property lines of the Project site and all subsurface installations, such as pipes, tanks, cables, electrical lines, telephone lines, and utilities within the Project site, unless otherwise agreed in writing.
6. In the event that any staking is destroyed by an act of God or parties other than Consultant, the cost of restaking shall be paid for by the City as extra work.
7. Unless specifically agreed otherwise, Consultant shall not provide services with regard to the detection, removal, or disposal of hazardous substances. The City shall have the sole responsibility for investigating the existence and location of hazardous substances at the Project site. City shall be responsible to furnish all tests, inspections, reports, warnings, notices, or postings required by law regarding hazardous substances.
8. The City shall pay the costs of checking and inspection fees, zoning and annexation application fees, assessment fees, geotechnical engineering fees, materials testing fees, aerial topography fees, and other fees, permits, bond premiums, title company charges, blueprints and reproduction, and all other charges not specifically covered by the terms of this agreement.
9. Services provided under this Agreement, including all reports, information, or recommendations prepared by the Consultant, are for the exclusive use of the City for the Project specified. Upon completion of the Project, all documents, including reports,

## Professional Service Contract Agreement

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- maps, computer files, permit applications, and other work products associated with this project will reside with the City under the City's ownership. The Consultant will be permitted to retain copies of these documents for their files. The costs associated with duplication of these documents will be borne by the Consultant. Any reuse of these documents by the City or the Consultant for any work not directly associated with this project assignment will be at the sole risk of the party reusing the documentation.
10. Fees and other charges will be billed monthly as the work progresses, and the net amount shall be due at the time of billing, unless modified by the contract agreement. A short narrative progress report shall accompany each voucher for progress payment. The report shall include discussion of any problems and potential causes for delay. Acceptance of such final payment by the Consultant shall constitute a release of all claims of any nature, related to this Agreement, which the Consultant may have against the City unless such claims are specifically reserved in writing and transmitted to the City by the Consultant prior to its acceptance. Said final payment shall not, however, be a bar to any claims that the City may have against the Consultant or to any remedies the City may pursue with respect to such claims.
  11. City agrees to pay Consultant at the rate of 12% per annum on all amounts not paid within forty-five (45) days of the Consultant's invoice.
  12. If, during the course of performance of this Agreement, conditions or circumstances are discovered which were not contemplated by Consultant at the commencement of this Agreement, Consultant shall notify City in writing of the newly discovered conditions or circumstances, and City and Consultant shall renegotiate, in good faith, the terms and conditions of this Agreement.
  13. The Consultant and its subconsultants shall keep available for inspection, by the City, for a period of three years after final payment, the cost records and accounts -related to this Agreement and all non-confidential items related to, or bearing upon, these records. If any litigation, claim or audit is started before the expiration of the three-year retention period, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved. The three-year retention period starts when the Consultant receives final payment.
  14. Either party may terminate this contract at will. In the event all or any portion of the work prepared or partially prepared by the Consultant be suspended, abandoned, or terminated, the City shall pay the Consultant for the work performed, not to exceed any maximum contract amount specified herein.
  15. No conditions, modifications, or statements, altering, detracting from, nor adding to the terms hereof shall be valid unless printed or written hereon or evidenced in writing by either party to this agreement and accepted in writing by the other.
  16. All agreements on Consultant's part are contingent upon, and Consultant shall not be responsible for damages or be in default or be deemed to be in a default by reason of delays in performance by reason of strikes, lockouts, accidents, act of God, and other delays unavoidable or beyond Consultant's reasonable control, or due to shortages or unavailability of labor at established area wage rate or delays caused by failure of City or City's agents to furnish information or to approve or disapprove Consultants work promptly, or due to late or slow, or faulty performance by City, other contractors, or governmental agencies, the performance or whose work is precedent to or concurrent

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Professional Service Contract Agreement

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- with the performance of Consultant's work. In the case of the happening of any such cause of delay, the time of completion shall be extended accordingly.
17. Consultant shall have all insurance coverages as required by state and federal law. Consultant shall secure Worker's Compensation, Commercial General Liability, Professional Liability, and Automobile Liability Insurance coverages in accordance with Attachment 1 attached hereto, unless waived or reduced by the City. Consultant assumes the risk of damage to its own supplies and equipment.
  18. Any litigation of this contract shall be brought and tried in judicial jurisdiction of King County at the Regional Justice Center, Kent, in accordance with the laws of the State of Washington.
  19. In the event it becomes necessary for either party to seek enforcement of the terms or performance of this agreement, the prevailing party with or without litigation, shall be entitled to recover its reasonable attorney fees and other costs of proceeding. In determining the reasonable attorney fees and costs, the prevailing party's actual attorneys fees and costs shall be deemed to be prima facie reasonable and the party opposing said amounts may do so only upon a showing by clear and convincing evidence that the attorney fees and other cost were unreasonable. Costs as used herein shall include the time devoted by the prevailing party's personnel, at the then current billing rate incurred by the prevailing party in defending itself against the claim, or prosecuting the claim.
  20. If a dispute arises out of or relates to this agreement, or the breach thereof, and if said dispute cannot be settled through direct discussions, the parties agree to first endeavor to settle the dispute in an amicable manner by mediation under the construction industry mediation rules of the American Arbitration Association, before having recourse to a judicial forum; provided, however, that if one party fails or refuses to undergo good-faith mediation promptly on request, the other party is entitled to commence an action in court to seek enforcement of the terms or performance of this agreement. If this happens and the party who failed or refused to undergo mediation does not prevail in the court action, then the prevailing party shall, in addition to attorneys fees and costs and the judgment on the claim, be awarded liquidated damages in an amount equal to 10% of the judgment on the claim. Such liquidated damages are not in the nature of a penalty, but are for the purpose of reimbursing the prevailing party the additional business costs of time and disruption of office and personnel resulting from the need to undergo formal litigation without giving mediation a chance. The parties agree that such damages are difficult, if not impossible, to accurately prove and establish and do thereby agree that the 10% referenced above is a fair estimate which the parties intend to be binding upon them. Any mediator selected by the parties or AAA must also be approved by each party's insurance company.
  21. In the event that any changes are made in the plans and specifications by the City or persons other than the Consultant, which affect the Consultants work, any and all liability arising out of such changes is waived as against the Consultant and the City assumes full responsibility for such changes unless City has given Consultant prior notice and has received from Consultant written consent for such changes.
  22. Upon written request, each of the parties hereto shall execute and deliver, or cause to be executed and delivered, such additional instruments and documents which may be necessary and proper to carry out of the terms of this agreement.

Professional Service Contract Agreement

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- 23. One or more waivers of compliance with any term, condition, or covenant by the Consultant shall not be construed by the City as a waiver of a subsequent breach of the same or any other term, condition, or covenant.
- 24. In the event any provision of this agreement shall be held to be invalid and unenforceable, the other provisions of this agreement shall be valid and binding on the parties thereto.
- 25. Services provided within this agreement are for the exclusive use of the City.
- 26. Consultant shall claim no liability for loss of product, loss of profits, loss of use or any other indirect or consequential damage. Notwithstanding any other provision of this Agreement, Consultant and City shall have no liability to each other for contingent, consequential or other indirect damages including, without limitation, damages for loss of use, revenue or profit; operating costs and facility downtime; or other similar business interruption losses, however the same may be caused. The limitations and exclusions of liability set forth in this section shall apply regardless of the fault, breach of contract, tort (including negligence), strict liability or otherwise of Consultant or City or their respective subconsultants
- 27. Attachment 2, "Design Criteria", is made a part of this agreement.
- 28. Indemnification / Hold Harmless. Consultant shall defend, indemnify and hold the City, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or resulting from the acts, errors or omissions of the to the extent caused by the negligence of the Consultant in performance of this Agreement,
- 29. Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Consultant and the City, its officers, officials, employees, and volunteers, the Consultant's liability, including the duty and cost to defend, hereunder shall be only to the extent of the Consultant's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the Consultant's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Agreement.

IN WITNESS WHEREOF, the parties hereto have accepted, made and executed this agreement upon the terms, conditions, and provisions above stated and, on the day, and year first above written.

Your signature hereunder acknowledges that you have read these provisions.

CONSULTANT: Jacobs Engineering Group Inc.      CITY OF ENUMCLAW

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: Vice President, NW Environmental \_\_\_\_\_

Title: \_\_\_\_\_

**ATTACHMENT 1  
INSURANCE REQUIREMENTS**

**a. General:**

The Consultant shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Consultant, its agents, representatives, or employees. Consultant's maintenance of insurance as required by the Agreement shall not be construed to limit the liability of the Consultant to the coverage provided by such insurance, or otherwise limit the City's recourse to any remedy available at law or in equity.

**b. Coverages:**

1. Commercial General Liability. Commercial General Liability insurance shall be provided and written on Insurance Services Office (ISO) occurrence form CG 00 01 and shall cover liability arising from premises, operations, independent contractors, and personal injury and advertising injury. The City shall be included as an insured under the Consultant's Commercial General Liability insurance policy with respect to the work performed for the City. The insurance shall be written with limits of \$2,000,000 each occurrence and \$2,000,000 general aggregate.
2. Auto Liability. Auto Liability insurance shall be provided covering all owned, non-owned, hired and leased vehicles, with a combined single limit for bodily injury and property damage of \$1,000,000 per accident/occurrence. Coverage shall be written on ISO form CA 00 01 or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage.
3. Professional Liability. Professional liability coverage shall be written with limits of \$2,000,000 per claim and \$2,000,000 policy aggregate limit. The Consultant shall keep professional liability coverage for up to three years after completion of the contract.
4. Workers' Compensation. Workers' Compensation coverage shall be provided as required by the industrial insurance laws of the State of Washington.

**c. Other Requirements**

1. Consultant's Insurance is Primary. The Consultant's insurance shall be primary to and not contributing with any insurance except Worker Compensation and Professional Liability Insurance or self-insurance that may be carried by the City.
2. Acceptability of Insurers. The insurance policy(ies) shall be written by a reputable insurance company(ies) 1) acceptable to the City or with a current Best's Insurance Guide rating of A and class VII or better and 2) approved by the State Insurance Commissioner pursuant to RCW 48 to do business in the state of Washington.

3. Evidences and Cancellation of Insurance. Prior to execution of the contract by the City, the Consultant shall file with the City evidences of insurance from the insurer(s) certifying to the coverage of all insurance and endorsements required herein. Consultant shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement. The Consultant's insurance shall be endorsed to state that coverage shall not be cancelled by either party, except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City. Should the Consultant neglect to obtain and maintain in force any such insurance, the City may suspend or terminate the Consultant's Work. Suspension or termination of this Contract shall not relieve the Consultant from its insurance obligations hereunder.

**ATTACHMENT 2  
DESIGN CRITERIA**

The city will designate the basic premises and pertinent criteria for the work needed. Reports and plans, to the extent feasible, shall be developed in accordance with the latest edition and amendments of local and State regulations, guidelines, and specifications, including, but not limited to the following:

1. Washington State Department Transportation/American Public Works Association (WSDOT/APWA), “Standard Specifications for Road, Bridge and Municipal Construction”, as amended by Enumclaw Standard Specification.
2. WSDOT/APWA, “Standard Plans for Road, Bridge and Municipal Construction”.
3. WSDOT, “Highway Design Manual”.
4. American Association of State Highway and Transportation Officials, ”Standard Specifications for Highway Bridges”.
5. WSDOT, “Bridge Design Manual, Volumes 1 and 2”.
6. WSDOT, “Manual of Highways Hydraulics”, except hydrologic analysis as described in item 14.
7. WSDOT, “Materials Laboratory Outline”.
8. Transportation Research Board, “Highway Capacity Manual”.
9. U. S. Department of Transportation, Federal Highway Administration, “Manual on Uniform Traffic Control Devices for Streets and Highways”.
10. WSDOT, “Construction Manual”.
11. WSDOT, “Local Agency Guidelines”.
12. Standard drawings prepared by the City and furnished to the consultant shall be used as a guide in all cases where they fit design conditions. Enumclaw Design Standards, and Enumclaw Specifications shall be used as they pertain.
13. King County/Metro Transit, design criteria.
14. City of Enumclaw Storm Drainage Design Manual.
15. King County Road Standards

Professional Service Contract Agreement

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16. American Association of State Highway and Transportation Officials, “A Policy on Geometric Design of Highways and Streets”.
17. Standards of the American Society for Testing and Materials - ASTM.
18. Standards of the American Standards Association - ASA.
19. Standards of the American Water Works Association - AWWA.
20. Washington Department of Ecology, “Criteria for Sewage Works Design”.
21. Washington Department of Health and WAC 246-290
22. International Building Code, including Washington State amendments thereto
23. Non-Residential Energy Code - NERC.
24. International Fire Code, including Washington State amendments thereto
25. International Mechanical Code, including Washington State amendments thereto
26. Uniform Plumbing Code - UPC
27. American Disabilities Act - ADA
28. National Electric Code – NEC
29. Washington State Ventilation and Indoor Air Quality Code
30. Washington State Energy Code
31. King County Code
32. Department of Ecology and RCW 90.03

4/06

22 June 2022

**EXHIBIT A**

**Jacobs Engineering Group**

**Scope of Work**

**City of Enumclaw On-Call Environmental Planner Services**

The City of Enumclaw (City) requests and authorizes Consultant to perform the following services:

**TASK 1: STAFF SUPPORT**

The Consultant will provide on-call staff support to assist the City's Department of Community Development for tasks including land use permit review, land use review of building permits, design review, and long-range planning tasks. Building plan/permit reviews will be limited to land use consistency with governing statutes, rules, and ordinances, but will NOT include any structural, health and safety reviews.

All Consultant work will be developed, completed, and/or submitted electronically. Consultant staff attendance of meetings will be determined on an as-needed basis, by coordination of Consultant with the Department of Community Development, and will be attended via remote video/teleconference (e.g. Microsoft Teams).

**SCHEDULE**

This contract is valid from the date of a fully execution contract until December 31, 2022. The schedule for each individual effort/project will be determined per effort in coordination between Consultant and the City.

**COMPENSATION AND BUDGET**

Labor costs will be billed using the hourly salary base rates multiplied by 2.50. Actual reimbursement of Consultant Direct Expenses, including travel and equipment rental, will be based on actuals. In addition, the total cost of the above-described work will not exceed \$35,601.76 except by budget augmentation amendment.

City of Enumclaw Environmental Planner On-call Actuals Not To Exceed Table (ANTE)		
Job Classification	All Inclusive Hourly Billing Rate (NTE)	
Project Manager	\$	217.55
Environmental Planner	\$	162.26
Administration	\$	68.31

		<b>Price:</b>	<b>USD</b>	<b>35,601.76</b>	6	208	8
		Labor (A,G):	222	35,602	Chidley, Michael	Shook, Erika	Kurtz, Kan
(Charge Codes)	<b>Line Item</b>	<b>Bill Hours</b>	<b>Revenue</b>		1	2	3
<b>WBS Codes</b>	<b>Descriptions</b>						
		222 Hrs	35,602				
A.CS.CLTASK1	On-Call Environmental Planner	222 Hrs	35,602		6	208	8