

# CHEHALIS CITY COUNCIL AGENDA

CITY HALL

350 N MARKET BLVD | CHEHALIS, WA 98532

Dennis L. Dawes, Position at Large  
Mayor

Terry F. Harris, District 1, Mayor Pro Tem  
Daryl J. Lund, District 2  
Dr. Isaac S. Pope, District 4

Anthony E. Ketchum Sr., District 3  
Chad E. Taylor, Position at Large  
Robert J. Spahr, Position at Large

## Regular Meeting of Monday, April 9, 2018 5:00 p.m.

1. Call to Order. (Mayor)
2. Pledge of Allegiance. (Mayor)

### SPECIAL BUSINESS

3. Chehalis Community Renaissance Team. (Annalee Tobey, Executive Director)
4. Port of Chehalis. (Randy Mueller, Chief Executive Officer)
5. Youth Advocacy Center. (Samantha Mitchell, Forensic Interviewer)

### CITIZENS BUSINESS

This is an opportunity for members of the audience to address the council on matters not listed elsewhere on the agenda. Speaker identification forms are available at the door and may be given to the city clerk prior to the beginning of the meeting.

ITEM

ADMINISTRATION  
RECOMMENDATION

PAGE

### CONSENT CALENDAR

6. <u>Minutes of the Regular City Council Meeting of March 26, 2018.</u> (City Clerk)	APPROVE	1
7. <u>Vouchers and Transfers – Accounts Payable.</u> (City Manager, Finance Director)	APPROVE	4
8. <u>Vouchers and Transfers – Payroll.</u> (City Manager, Finance Director)	APPROVE	5

ITEM	ADMINISTRATION RECOMMENDATION	PAGE
<b>CONSENT CALENDAR - CONTINUED</b>		
9. <u>Interlocal Agreement with the Town of Pe Ell for Fire Investigation Services.</u> (City Manager, Fire Chief)	APPROVE	6
10. <u>Interlocal Agreement with the City of Winlock for Fire Investigation Services.</u> (City Manager, Fire Chief)	APPROVE	13
11. <u>Award Bid to Lakeside Industries, Inc., in the Amount of \$74,000 for the North Market Boulevard Grind and Inlay Project.</u> (City Manager, Public Works Director; Street/Storm Superintendent)	APPROVE	20

ITEM	ADMINISTRATION RECOMMENDATION	PAGE
<b>ADMINISTRATION AND CITY COUNCIL REPORTS</b>		
12. <u>Administration Reports.</u> a. City Manager Update. (City Manager)	INFORMATION ONLY	- - -
13. <u>Councilor Reports/Committee Updates.</u> (City Council)	INFORMATION ONLY	- - -

**THE CITY COUNCIL MAY ADD AND TAKE ACTION ON OTHER ITEMS NOT LISTED ON THIS AGENDA.  
NEXT REGULAR CITY COUNCIL MEETING IS MONDAY, APRIL 23, 2018.**

March 26, 2018

The Chehalis city council met in regular session on Monday, March 26, 2018, in the Chehalis city hall. Mayor Dennis Dawes called the meeting to order at 5:00 pm with the following council members present: Terry Harris, Tony Ketchum, Daryl Lund, and Bob Spahr. Councilors Isaac Pope and Chad Taylor were absent (excused). Staff present included: Jill Anderson, City Manager; Caryn Foley, City Clerk; Bill Hillier, City Attorney; Brandon Rakes, Airport Operations Coordinator; Rick Sahlin, Public Works Director; Chun Saul, Finance Director; Glenn Schaffer, Police Chief; and Don Schmitt, Street/Storm Superintendent. Members of the news media in attendance included Alex Brown of *The Chronicle*.

1. **Twin Transit.** Derrick Wojcik-Damers, General Manager of Twin Transit, reported on the Countywide Transit Expansion Feasibility Study conducted by Nelson Nygaard. A transit conference will be conducted by the Board of Lewis County Commissioners on April 6 to discuss the issue. Twin Transit currently provides fixed-route and paratransit services in Chehalis and Centralia funded by a 0.2% local sales tax, and state and federal funding. The White Pass Community Services Coalition (WPCSC) operates the L.E.W.I.S. Mountain Highway Transit, but they plan to cease operations within the next two years.

Councilor Ketchum asked if residents paid into Twin Transit through their property taxes. Mr. Wojcik-Damers stated they do not.

Mr. Wojcik-Damers stated the study was conducted to evaluate the opportunity to expand the system to provide transit service to more parts of Lewis County, which would assume no change to existing Twin Transit service levels or routes.

Mayor Dawes asked if WSDOT could provide additional funding. Mr. Wojcik-Damers indicated there would be no additional funding from WSDOT. The legislature mandated a minimum match requirement and the WPCSC can no longer meet that requirement. Mayor Dawes wondered if the match could be raised by the communities on the east end of the county.

Mr. Wojcik-Damers stated the study determined that a county-wide transit system would be sustainable if a 0.2% sales tax was extended to the remaining parts of a new transit district using fixed-route and dial-a-ride services to connect residents, jobs, and communities.

Mayor Dawes had concern about a route to Olympia. He stated that was tried and it didn't work, and it cut local services that have never been restored. He thought Intercity Transit was very well entrenched in the Chehalis-Centralia area. Mr. Wojcik-Damers stated they are working to bridge the gaps in the region.

Councilor Harris did not want to see residents being shipped out of the area to shop. Mr. Wojcik-Damers stated they are not trying to do that, but they are focusing on commuters that live in the Twin Cities and work in Olympia, and vice-versa. There is a lack of employees in our area, along with areas of massive unemployment, with no connecting services to bring them into the Twin Cities. He stated he was providing a representation of what services could look like.

Lewis County Commissioner Bobby Jackson added some of what is being talked about today includes long-term goals with the primary objective to create mobility inside Lewis County. He thought it would be good for the economy and education. He stated their main objective is to serve folks in our community and to gradually restore services that were discontinued.

Mr. Wojcik-Damers stated next steps include a conference to discuss and consider expansion of present transit services county-wide, and each incorporated jurisdiction is being asked to send a representative to the conference.

2. **American Behavioral Health Systems (ABHS).** Tony Prentice, Administrator of ABHS, stated they will open a 22-bed acute detox facility at their Chehalis location effective April 1. He noted this was a secure facility that individuals cannot leave. The detox will be done and ABHS will work with the court system on the next steps for the individuals. Additionally, ABHS has opened another out-patient mental health facility in Centralia. He stated this has added 40 full-time employees in the two locations. He stated there have been concerns about how individuals will be released from treatment. He stated ABHS is required to return individuals to their county of origin.

Councilor Ketchum noted that when ABHS first came to Chehalis there were many concerns from citizens. He stated ABHS listened and did a great job of addressing the concerns. Mayor Dawes echoed Councilor Ketchum's comments.

3. **Millett Field.** Brittany Voie, Marketing Director for Thorbeckes Athletic Clubs, spoke about Millett Field. The field is named after Daniel Caldwell Millett, a former mayor of Chehalis and prominent attorney, who died in 1908. The field was formally deeded to the city after Mr. Millett's death. Historical accounts claim that the first athletic events happened on Millett

March 26, 2018

Field as early as 1896, and it is believed that some of the first Swamp Cup football games took place at Millett Field around 1907. The Semi-Pro Timber League, American Legion, Babe Ruth, Little League, and Bearcat teams all played on the field. Other events that took place included all-star games, state championships, boxing matches, and dances. The field was open until the American Crossarm & Conduit EPA Superfund cleanup forced closure of the park following a flood, which caused soil contamination. In 2006, Thorbeckes partnered with the city to purchase and install playground equipment in the northern corner of the field, which today serves Thorbeckes and Lewis County Head Start. Thorbeckes would like to see the space used for recreation again. They plan to dedicate space in their lobby on the history of the field with photos, articles, and artifacts, and they would welcome help in identifying other relevant items to include in a display. She thanked the Lewis County Historical Museum and Mr. Steve Reichert for their help with the project. Some council members had memories of the field and participating in athletic events there.

4. **Consent Calendar.** Councilor Spahr moved to approve the consent calendar comprised of the following:

- a. Minutes of the regular meeting of March 12, 2018;
- b. March 15, 2018 Claim Vouchers No. 121869-122020 in the amount of \$335,431.68; and
- c. Resolution No. 2-2018, first and final reading – declaring property to be surplus.

The motion was seconded by Councilor Lund and carried unanimously.

5. **Transportation Benefit District (TBD) Update.** Don Schmitt stated the city is now receiving proceeds from the voter-approved TBD. The proposed project selection list was based on several factors. The proposed financing strategy includes taking the majority of the monies received each year for smaller projects, like grind and overlays, that do not require grant funds. Other funds would be set aside for grant matching funds, design costs, etc. Staff plans to utilize funds to maximize TBD dollars by using available funding on eligible projects, which is typically a 10-14% match; using in-house design and inspection for smaller projects to reduce consultant costs; and by using "value engineering." Mr. Schmitt stated the estimated annual revenues are projected to be \$1.08 million. Staff presented the following projects for council's consideration:

2018

- |   |               |
|---|---------------|
| • Market Blvd. downtown parking – grind and repave multipurpose areas | \$66,000      |
| • National Ave. under Chamber Way – slide repair                      | Scoping Phase |
| • Chehalis Ave. from Main to John Sts. – spot repairs                 | Scoping Phase |
| • Chamber Way to Louisiana Ave. to dead end – grind and repave        | \$86,000      |
| • Prospect St. – grind and repave slide repair area                   | \$12,000      |

2019

- |  |               |
|--|---------------|
| • Pacific Ave. from Main to Park Sts. – street reconstruction; storm/waterline replacement; ornamental street lighting | \$825,000     |
| • Chehalis Ave. from 3 <sup>rd</sup> to 9 <sup>th</sup> Sts. - reconstruction  | Scoping Phase |

With regard to Chehalis Avenue, Councilor Ketchum thought Lewis County put in an inferior road in front of the jail, and it is also partly deteriorating from heavy truck traffic from Darigold. He asked if those two entities should help with the costs of repair. Mr. Schmitt stated it would be a good conversation to have, although Darigold using the street is a permitted use, so it should be built to those standards.

Mayor Dawes asked about grant funding for Chehalis Avenue from 3<sup>rd</sup> to 9<sup>th</sup> Streets. Mr. Schmitt stated that portion of Chehalis Avenue is a local access street and does not qualify for grant funding.

Relating to National Avenue, the plan is to shift traffic over earlier since traffic reduces to one lane just beyond the slide. There was concern from some council members about doing that. There was also talk that a roundabout was a possibility for the National/Chamber intersection. Councilor Lund stated he was not in favor of another roundabout. Not knowing when the Chamber Way bridge could be replaced, the council indicated they would like to see the slide repaired without shifting traffic.

March 26, 2018

Mr. Schmitt stated staff would like council's concurrence to move ahead with the 2018 proposed projects, and will incorporate council's feedback into the 2019-2024 Transportation Improvement Program scheduled for consideration in May.

With respect to National Avenue, City Manager Anderson stated staff could bring back some options and costs for addressing the slide.

The council concurred with the 2018 project list. Mayor Dawes stated he was happy that signs have already been purchased to notify the public that projects are being funded with TBD monies.

**6. Administration Reports.**

a. **Finance Report.** Chun Saul reported on the first two months of 2018's financial activities. She explained that 16.7% (2 of 12 months) was used as the target percentage for comparing the actual year-to-date outcome to the 2018 adopted budget. Expenditures exceeded revenues by \$371,537. She stated this was primarily caused by property taxes, explaining that the first half property taxes are not due until the end of April and the city will not receive those funds until May. She stated all other revenues were on target, while sales and use taxes were about 9% higher than this time last year. Ms. Saul stated most departments were under the 16.7% target. Those departments that had higher expenditures were due to WCIA insurance, which is paid in February; retroactive pay adjustments; and the purchase of a vehicle for the fire department.

Councilor Harris suggested that the PowerPoint presentation be placed on the city's website for the public to view.

b. **City Manager Update.** City Manager Anderson stated the library roof will be replaced, but due to weather the project will start next Monday. She noted the drive-up window will be closed during operating hours as that area will be used for staging. The project should be completed in two to three weeks. Ms. Anderson reminded everyone about memorial services for Orin Smith that are set for April 8 and 2:00 pm in Kane Hall on the University of Washington campus. She shared a framed copy of the newspaper article surrounding the commemorative naming of a portion of SW 16<sup>th</sup> Street in Orin Smith's name. The article was beautifully framed and generously donated by David Hartz, owner of Book 'N Brush. Mayor Dawes noted a floral arrangement will be sent on behalf of the city to the April 8 services.

**7. Councilor Reports/Committee Updates.**

a. Councilor Harris reported that the Chehalis Basin Partnership has been asked by the legislature to update their watershed plan to include strategies and projects for off-setting the consumptive water use of new "exempt" wells (Hirst decision), which can impact development. Funds will be allocated to the Partnership for the project.

b. Mayor Dawes attended the Twin Transit board meeting for Councilor Taylor.

There being no further business to come before the council, the meeting was adjourned at 6:42 pm.

---

Dennis L. Dawes, Mayor

---

Caryn Foley, City Clerk

Approved:  
Initials: \_\_\_\_\_

**CHEHALIS CITY COUNCIL MEETING  
AGENDA REPORT**

**TO:** The Honorable Mayor and City Council

**FROM:** Jill Anderson, City Manager

**BY:** Chun Saul, Finance Director  
Michelle White, Accounting Tech II

**MEETING OF:** April 9, 2018

**SUBJECT:** Vouchers and Transfers

---

**ISSUE**

City Council approval is requested for Vouchers and Transfers dated March 30, 2018.

**DISCUSSION**

The March 30, 2018 claim vouchers have been reviewed by a committee of three councilors prior to the release of payments. The administration is requesting City Council approval for Claim Vouchers No. 122021-122149 and Electronic Funds Transfer No. 22018 in the amount of \$232,533.63 dated March 30, 2018, which includes the transfer of:

- \$78,247.44 from the General Fund
- \$5,189.32 from the Dedicated Street Fund – 4% Sales Tax
- \$138.09 from the Arterial Street Fund
- \$1.39 from the Garbage Fund
- \$56,737.78 from the Wastewater Fund
- \$81,423.13 from the Water Fund
- \$2,202.48 from the Storm & Surface Water Utility Fund
- \$7,711.85 from the Airport Fund
- \$882.15 from the Firemen’s Pension Fund

**RECOMMENDATION**

It is recommended that the City Council approve the March 30, 2018 Claim Vouchers No. 122021-122149 and Electronic Funds Transfer No. 22018 in the amount of \$232,533.63.

**SUGGESTED MOTION**

I move that the City Council approve the March 30, 2018 Claim Vouchers No. 122021-122149 and Electronic Funds Transfer No. 22018 in the amount of \$232,533.63.

**CHEHALIS CITY COUNCIL MEETING  
AGENDA REPORT**

**TO:** The Honorable Mayor and City Council

**FROM:** Jill Anderson, City Manager

**BY:** Chun Saul, Finance Director  
Betty Brooks, Payroll Accountant

**MEETING OF:** April 9, 2018

**SUBJECT:** Payroll Vouchers and Transfers

---

**ISSUE**

City Council approval is requested for Payroll Vouchers and Transfers dated March 30, 2018.

**DISCUSSION**

The administration requests City Council approval for Payroll Vouchers No. 40161-40204, Direct Deposit Payroll Vouchers No. 9305-9406, and Electronic Federal Tax Payment No. 182 dated March 30, 2018 in the amount of \$802,840.89, which include the transfer of:

- \$546,666.26 from the General Fund
- \$5,719.89 from the Arterial Street Fund
- \$96,416.20 from the Wastewater Fund
- \$101,624.58 from the Water Fund
- \$24,902.36 from the Storm & Surface Water Utility Fund
- \$25,616.68 from the Airport Fund
- \$1,894.92 from the Firemen's Pension Fund

**RECOMMENDATION**

It is recommended that the City Council approve the March 30, 2018 Payroll Vouchers No. 40161-40204, Direct Deposit Payroll Vouchers No. 9305-9406, and Electronic Federal Tax Payment No. 182 in the amount of \$802,840.89.

**SUGGESTED MOTION**

I move that the City Council approve the March 30, 2018, Payroll Vouchers No. 40161-40204, Direct Deposit Payroll Vouchers No. 9305-9406, and Electronic Federal Tax Payment No. 182 in the amount of \$802,840.89.

**CHEHALIS CITY COUNCIL MEETING  
AGENDA REPORT**

**TO:** The Honorable Mayor and City Council

**FROM:** Jill Anderson, City Manager

**BY:** Ken Cardinale, Fire Chief

**MEETING OF:** April 9, 2018

**SUBJECT:** Interlocal Agreement with Town of Pe Ell for Fire Investigation Services

---

**ISSUE**

The administration is recommending that the city enter into an Interlocal Agreement (ILA) with the Town of Pe Ell to provide fire investigation services to Pe Ell. The proposed agreement is similar to agreements with Lewis County and the city of Vader.

**DISCUSSION**

The Chehalis Fire Department provides fire investigation services to Lewis County for the unincorporated areas of the county, and to the city of Vader for fire cause investigation. Fire Investigation is required under RCW 43.44.050.

This ILA reflects the same rate charge or \$135.00 per hour, inclusive of all expenses, materials, and cost of provision of such services. The rate shall cover the period commencing with the dispatch to the on-site, investigation, and return to off-duty status. A minimum of one hour service shall constitute a "base cost" for investigative services. The term of the agreement will be from January 1, 2018 to December 31, 2018, with three one-year extensions upon written notification by Pe Ell to Chehalis not less than thirty days prior to the expiration of the current-year term and upon agreement of the parties to the hourly fee, and other terms/amendments for the following year.

**FISCAL IMPACT**

The fiscal impact to the city of Chehalis is negative, as all costs for services will be recovered by the fee schedule.

**RECOMMENDATION**

It is recommended that the City Council approve the agreement and authorize the City Manager to execute the document.



**SUGGESTED MOTION**

I move that the City Council approve the Interlocal Agreement with the Town of Pe Ell and authorize the City Manager to execute the document.

**City of Chehalis  
P.O. Box 871  
Chehalis, WA 98532**

**AN INTERLOCAL AGREEMENT  
BETWEEN CITY OF PE ELL  
AND THE CITY OF CHEHALIS  
FOR FIRE INVESTIGATION SERVICE**

THIS AGREEMENT is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by and between the City of Pe Ell, a municipal corporation, hereinafter referred to as the "Pe Ell" and the City of CHEHALIS, WASHINGTON, a municipal corporation, hereinafter referred to as "City", under the authority of the Interlocal Cooperation Act, Chapter 39.34 RCW,

WTTNESSETH:

WHEREAS, pursuant to Chapter 39.34 RCW (Interlocal Cooperation Act), one or more public entities may contract with one another to perform government services which each is by law authorized to perform; and

WHEREAS, Pe Ell is required by Ch. 48.48 RCW to provide the services of a fire investigator or other such fire authority designated by the Fire Chief to investigate the origin, cause, circumstances and extent of loss of all fires within its jurisdiction; and

WHEREAS, pursuant to RCW 48.48.060(3), Pe Ell is expressly entitled to enter into interlocal agreements to carry out such duties in the incorporated areas of Pe Ell, and the City has the staff and resources available to provide certain other services in the City and Pe Ell in an effective and cost-efficient manner; and

WHEREAS, the City and Pe Ell find it mutually beneficial and in the public interest to enter into an interlocal services agreement for the City to provide fire investigation services to Pe Ell residents;

NOW, THEREFORE, THE CITY AND PE ELL agree as follows:

**TABLE OF CONTENTS**

SECTION 1	Purpose, Term and Extension of Agreement
SECTION 2	Scope of Fire Investigation Services
SECTION 3	Financial Administration
SECTION 4	Responsibilities of the City
SECTION 5	Responsibilities of the Pe Ell
SECTION 6	Administration
SECTION 7	Dispute Resolution
SECTION 8	Independent Contractor
SECTION 9	Hold Harmless/Indemnification
SECTION 10	Assignments/Subcontracting

SECTION 11	Non-Discrimination
SECTION 12	No Third Party Beneficiary
SECTION 13	Notice
SECTION 14	Waiver
SECTION 15	Entire Agreement
SECTION 16	Amendment and Termination
SECTION 17	Document Execution and Filing
SECTION 18	Severability

**SECTION 1. PURPOSE, TERM AND EXTENSION OF AGREEMENT.** The purpose of this Agreement is to ensure high quality and uninterrupted fire investigation services to the residents of Pe Ell during the period between January 1, 2018, and December 31, 2018. This agreement may be thrice extended for additional, one-year terms upon written notification by Pe Ell to the City of not less than thirty (30) days prior to the expiration of the current-year term, and upon the agreement of the parties to the hourly fee, and other terms or amendments for the following year.

**SECTION 2. SCOPE OF FIRE INVESTIGATION SERVICES.** The scope of services provided by the City within the incorporated areas addressed by this Agreement shall be as specified in Sections 4 & 5 of this Agreement, and any attached Appendix or Amendment incorporated herein by reference as if fully set forth.

**SECTION 3. FINANCIAL ADMINISTRATION.** The fair costs for provision of such fire investigation (cause & origin) service shall be provided at the rate of \$135.00 per hour, inclusive of all expenses, materials and costs of provision of such service. This rate shall cover a period commencing with dispatch to on-site, investigation to return to off-duty status; a minimum of one-hour service shall constitute a 'base cost' for investigative services. Preparation and filing of reports, and follow-up investigation shall be satisfied by such base cost; PROVIDED, that death scenes, criminal investigations, and multiple or large structure response may be billed and detailed as to salary, equipment, supplies and administration costs associated with the services.

**SECTION 4. RESPONSIBILITIES OF THE CITY.** The City agrees to provide the following fire investigation services to Pe Ell through its Fire Department:

4.1 Investigation of the origin, cause, circumstances and extent of loss from fire, pursuant to Ch. 48.48 RCW, whether of civil or criminal nature, in cooperation with the state fire marshal, and state and Pe Ell law enforcement and regulatory personnel.

4.2 Provision for the on-call availability of a properly trained, experienced and equipped fire investigator, 24 hours per day, each and every day of the year. On-call dispatch time of the investigator to the fire scene shall be not more than two (2) hours after first notification by Pe Ell to the appropriate City representative.

4.3 The City Fire Department shall furnish and supply all necessary labor, supervision, equipment, communication services and supplies, and such administrative services as are necessary to maintain a proper level of fire investigation service to incorporated areas of Pe Ell. Administrative services to include, but not be limited to: the filing and storage of fire investigation reports and investigative evidence and responding to public disclosures requests thereto; and accounting services for the purpose of providing a full and complete disclosure to Pe Ell of all actual service costs.

4.4 When (and unless) agreed to between the parties, the City shall provide Fire & Life Safety inspections and safety service programs to Pe Ell citizens to the same extent and level as existed prior to execution of this Agreement, at a rate and schedule as agreed to between the parties, including plan-checks.

4.5 To assign either the City fire chief to act as liaison with Pe Ell on all operational issues and civil investigations, and to act as liaison with the Pe Ell Police Department, Lewis County Sheriff's Office and Prosecuting Attorney on all criminal investigations.

4.6 The City welcomes input from Pe Ell on the operation of its fire investigation service. Any operational concerns should initially be raised with the City representative designated under subsection 4.5. In addition, if regular meetings are deemed necessary by Pe Ell to discuss issues regarding fire investigation services, they will be arranged by representatives of Pe Ell and with said City representative.

**SECTION 5. RESPONSIBILITIES OF PE ELL.** Pe Ell agrees to meet the following responsibilities under this Agreement:

5.1 Pe Ell shall grant to the City Fire Department personnel assigned to provide fire investigation services the authority to enforce the provisions of Ch. 48.48 RCW, and associated Pe Ell fire investigation duties pertaining to civil and criminal fire investigations.

5.2 Pe Ell shall provide to the City Fire Department personnel assigned to fire investigation services with the assistance of Pe Ell personnel necessary to assist the City in providing fire investigation services.

5.3 Provide for timely payment the services provided for in this Agreement upon receipt of a properly constituted and prepared billing by City.

**SECTION 6. ADMINISTRATION.** This Agreement shall be administered by the City Manager and by the Mayor of Pe Ell.

**SECTION 7. DISPUTE RESOLUTION.** In the event of a dispute between the City and Pe Ell regarding the delivery of services under this Agreement, a representative of the City Fire Department and Pe Ell shall review such dispute and options for resolution. Any dispute not resolved by these representatives shall be referred to the City Manager and the Mayor. The decision of the City Manager and the Mayor regarding the dispute shall be final as between the parties.

If any controversy or claim arising out of or relating to this Agreement or the alleged breach of such Agreement that cannot be resolved by the City Manager and Mayor may be submitted to mediation and if still not resolved, shall be submitted to binding arbitration in accordance with the rules and procedures set forth in Chapter 7.04 RCW, and the judgment or award rendered by the arbitrator may be entered in any court having jurisdiction thereof.

**SECTION 8. INDEPENDENT CONTRACTOR.** As used in this Agreement, "Pe Ell" means the party that solicits and pays for services and "City" means the party that contracts to provide those services. The City is and shall at all times be deemed to be an independent contractor in the provision of the services set forth in the Agreement. Nothing herein nor in any of the Agreement shall be construed as creating the relationship of employer and employee, or principal and agent, between the City and Pe Ell or between any of the City's employees or agents. The City shall retain all authority for provision of services, standards of performance, discipline and control of personnel, and other matters incident to the performance of services by the City pursuant to this Agreement. Nothing in this Agreement shall make any employee of Pe Ell an employee of the City or any employee of the City an employee of Pe Ell for any purpose, including but not limited to, for withholding of taxes, payment of benefits, workers' compensation pursuant to Title 51 RCW, or any other rights or privileges accorded their respective employees by virtue of their employment.

**SECTION 9. HOLD HARMLESS/INDEMNIFICATION.** The City in this Agreement agrees to indemnify, defend, save and hold harmless Pe Ell, its officials, employees and agents from and against any and all liability, demands, losses, damage, claims, causes of action, suits or judgments, including costs, attorney fees and expenses incurred in connection therewith, or whatsoever kind or nature, including deaths and injuries to persons, arising out of, or in connection with, or incident to, the performance by the City of this Agreement. In the event that any suit based on such a claim, demand, loss, damage, cost, or cause of action is brought against Pe Ell, Pe Ell retains the right to participate in said suit if any principal of public law is involved. This indemnity and hold harmless shall include any claim made against Pe Ell by an employee of the City or subcontractor or agent of the City, even if the City is thus otherwise immune from liability pursuant to the workers, compensation statute, Title 51 RCW.

Pe Ell in this Agreement agrees to indemnify, defend, save and hold harmless the City, its officials, employees and agents from and against any and all liability, demands, losses, damage, claims, causes of action, suits or judgments, including costs, attorney fees and expenses incurred in connection therewith, or whatsoever kind or nature, including deaths and injuries to persons, arising out of, or in connection with, or incident to, the performance by Pe Ell of this Agreement. In the event that any suit based on such a claim, demand, loss, damage, cost, or cause of action is brought against the City, the City retains the right to participate in said suit if any principal of public law is involved. This indemnity and hold harmless shall include any claim made against the City by an employee of Pe Ell or subcontractor or agent of Pe Ell, even if Pe Ell is thus otherwise immune from liability pursuant to the workers, compensation statute. Title 51 RCW.

**SECTION 10. ASSIGNMENT/SUBCONTRACTING.** Neither the City nor Pe Ell shall transfer or assign, in whole or in part, any or all of their respective rights or obligations under this Agreement without the prior written consent of the other. The City shall not subcontract for the provision of any services it is to provide Pe Ell under this Agreement without the prior written consent of Pe Ell.

**SECTION 11. NON-DISCRIMINATION.** In connection with the provision of services pursuant to this Agreement, the City shall not discriminate against any employee or applicant for employment or against any consumer of or applicant for services because of age, sex, race, creed, religion, color, national origin, marital status, pregnancy, veteran status, the presence of any physical, mental or sensory disability, or perceived or actual sexual orientation. Pe Ell and City each certify that it is an Equal Employment Opportunity Employer.

**SECTION 12. NO THIRD PARTY BENEFICIARY.** The City does not intend by this Agreement to assume any contractual obligations to anyone other than Pe Ell. Pe Ell does not intend by this Agreement to assume any contractual obligations to anyone other than the City. The City and Pe Ell do not intend there be any third-party beneficiary to this Agreement.

**SECTION 13. NOTICE.** Any notices to be given under this Agreement shall at minimum be delivered, postage prepaid and addressed to:

To Pe Ell:  
City of Pe Ell  
P.O. Box 215  
Pe Ell, WA 98572  
Attention: Mayor

To the City:  
Chehalis Fire Department  
City of Chehalis  
455 NW Park St.  
Chehalis, WA 98532  
Attention: Fire Chief

Either the City or Pe Ell giving the other notice of such change as provided in this section may change the name and address to which notices shall be directed.

**SECTION 14. WAIVER.** No waiver by either party of any term or condition of this Agreement or Agreement incorporated in this Agreement shall be deemed or construed to constitute a waiver of any other term or condition or of any subsequent breach, whether of the same or different provision.

**SECTION 15. ENTIRE AGREEMENT.** This Agreement contains all of the agreements of the parties with respect to the subject matter covered or mentioned therein, and no prior Agreements shall be effective to the contrary.

**SECTION 16. AMENDMENT AND TERMINATION.** The provisions of this Agreement may be amended with the mutual consent of the parties. No additions to, or alterations of, the terms of this Agreement shall be valid unless made in writing and formally approved and executed by the duly authorized agents of both parties. Either party may

terminate this agreement for public convenience upon not less than sixty (60) days prior written notice to the other party.

**SECTION 17. DOCUMENT EXECUTION AND FILING.** The City and Pe Ell agree that there shall be duplicate originals of this Agreement procured and distributed for signature by the necessary officials of the City and Pe Ell. Upon execution, the executed duplicate of this Agreement shall be returned to the City Clerk which shall file copies of this Agreement with the County Auditor and the Washington State Secretary of State. Upon receipt by the City Clerk of the duplicate originals, each such duplicate original shall constitute an agreement binding upon both City and Pe Ell.

**SECTION 18. SEVERABILITY.** If any section or part of this Agreement is held by a court to be invalid, such action shall not affect the validity of any other part of this Agreement.

**IN WITNESS WHEREOF,** the City and Pe Ell have caused this Agreement to be executed in their respective names by their duly authorized officers and have caused this Agreement

Agreements to be dated as of the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, the same being subject to ratifying legislative actions of the respective parties, hereto.

CITY OF CHEHALIS, a municipal corporation

CITY OF PE ELL  
PE ELL, WASHINGTON

By: \_\_\_\_\_  
City Manager

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

Approved as to form, only:

Approved as to form, only:

\_\_\_\_\_  
City Attorney

\_\_\_\_\_  
City Attorney

**CHEHALIS CITY COUNCIL MEETING  
AGENDA REPORT**

**TO:** The Honorable Mayor and City Council

**FROM:** Jill Anderson, City Manager

**BY:** Ken Cardinale, Fire Chief

**MEETING OF:** April 9, 2018

**SUBJECT:** Interlocal Agreement with City of Winlock for Fire Investigation Services

---

**ISSUE**

The administration is recommending that the city enter into an Interlocal Agreement (ILA) with the City of Winlock to provide fire investigation services to Winlock. The proposed agreement is similar to agreements with Lewis County and the city of Vader.

**DISCUSSION**

The Chehalis Fire Department provides fire investigation services to Lewis County for the unincorporated areas of the county, and to the city of Vader for fire cause investigation. Fire Investigation is required under RCW 43.44.050.

This ILA reflects the same rate charge or \$135.00 per hour, inclusive of all expenses, materials, and cost of provision of such services. The rate shall cover the period commencing with the dispatch to the on-site, investigation, and return to off-duty status. A minimum of one hour service shall constitute a "base cost" for investigative services. The term of the agreement will be from January 1, 2018 to December 31, 2018, with three one-year extensions upon written notification by Winlock to Chehalis not less than thirty days prior to the expiration of the current-year term and upon agreement of the parties to the hourly fee, and other terms/amendments for the following year.

**FISCAL IMPACT**

The fiscal impact to the city of Chehalis is negative, as all costs for services will be recovered by the fee schedule.

**RECOMMENDATION**

It is recommended that the City Council approve the agreement and authorize the City Manager to execute the document.

**SUGGESTED MOTION**

I move that the City Council approve the Interlocal Agreement with the Town of Pe Ell and authorize the City Manager to execute the document.



City of Chehalis  
P.O. Box 871  
Chehalis, WA 98532

**AN INTERLOCAL AGREEMENT  
BETWEEN CITY OF WINLOCK  
AND THE CITY OF CHEHALIS  
FOR FIRE INVESTIGATION SERVICE**

THIS AGREEMENT is made and entered into this 19 day of March, 18, by and between the City of Winlock, a municipal corporation, hereinafter referred to as the "Winlock" and the City of CHEHALIS, WASHINGTON, a municipal corporation, hereinafter referred to as "City", under the authority of the Interlocal Cooperation Act, Chapter 39.34 RCW,

WTTNESSETH:

WHEREAS, pursuant to Chapter 39.34 RCW (Interlocal Cooperation Act), one or more public entities may contract with one another to perform government services which each is by law authorized to perform; and

WHEREAS, Winlock is required by Ch. 48.48 RCW to provide the services of a fire investigator or other such fire authority designated by the Fire Chief to investigate the origin, cause, circumstances and extent of loss of all fires within its jurisdiction; and

WHEREAS, pursuant to RCW 48.48.060(3), Winlock is expressly entitled to enter into interlocal agreements to carry out such duties in the incorporated areas of Winlock, and the City has the staff and resources available to provide certain other services in the City and Winlock in an effective and cost-efficient manner; and

WHEREAS, the City and Winlock find it mutually beneficial and in the public interest to enter into an interlocal services agreement for the City to provide fire investigation services to Winlock residents;

NOW, THEREFORE, THE CITY AND WINLOCK agree as follows:

**TABLE OF CONTENTS**

SECTION 1	Purpose, Term and Extension of Agreement
SECTION 2	Scope of Fire Investigation Services
SECTION 3	Financial Administration
SECTION 4	Responsibilities of the City
SECTION 5	Responsibilities of the Winlock
SECTION 6	Administration
SECTION 7	Dispute Resolution
SECTION 8	Independent Contractor
SECTION 9	Hold Harmless/Indemnification
SECTION 10	Assignments/Subcontracting

SECTION 11	Non-Discrimination
SECTION 12	No Third Party Beneficiary
SECTION 13	Notice
SECTION 14	Waiver
SECTION 15	Entire Agreement
SECTION 16	Amendment and Termination
SECTION 17	Document Execution and Filing
SECTION 18	Severability

**SECTION 1. PURPOSE, TERM AND EXTENSION OF AGREEMENT.** The purpose of this Agreement is to ensure high quality and uninterrupted fire investigation services to the residents of Winlock during the period between January 1, 2018 and December 31, 2018. This agreement may be thrice extended for additional, one-year terms upon written notification by Winlock to the City of not less than thirty (30) days prior to the expiration of the current-year term, and upon the agreement of the parties to the hourly fee, and other terms or amendments for the following year.

**SECTION 2. SCOPE OF FIRE INVESTIGATION SERVICES.** The scope of services provided by the City within the incorporated areas addressed by this Agreement shall be as specified in Sections 4 & 5 of this Agreement, and any attached Appendix or Amendment incorporated herein by reference as if fully set forth.

**SECTION 3. FINANCIAL ADMINISTRATION.** The fair costs for provision of such fire investigation (cause & origin) service shall be provided at the rate of \$135.00 per hour, inclusive of all expenses, materials and costs of provision of such service. This rate shall cover a period commencing with dispatch to on-site, investigation to return to off-duty status; a minimum of one hour service shall constitute a 'base cost' for investigative services. Preparation and filing of reports, and follow-up investigation shall be satisfied by such base cost; PROVIDED, that death scenes, criminal investigations, and multiple or large structure response may be billed and detailed as to salary, equipment, supplies and administration costs associated with the services.

**SECTION 4. RESPONSIBILITIES OF THE CITY.** The City agrees to provide the following fire investigation services to Winlock through its Fire Department:

4.1 Investigation of the origin, cause, circumstances and extent of loss from fire, pursuant to Ch. 48.48 RCW, whether of civil or criminal nature, in cooperation with the state fire marshal, and state and Winlock law enforcement and regulatory personnel.

4.2 Provision for the on-call availability of a properly trained, experienced and equipped fire investigator, 24 hours per day, each and every day of the year. On-call dispatch time of the investigator to the fire scene shall be not more than two (2) hours after first notification by Winlock to the appropriate City representative.

4.3 The City Fire Department shall furnish and supply all necessary labor, supervision, equipment, communication services and supplies, and such administrative services as are necessary to maintain a proper level of fire investigation service to incorporated areas of Winlock. Administrative services to include, but not be limited to: the filing and storage of fire investigation reports and investigative evidence and responding to public disclosures requests thereto; and accounting services for the purpose of providing a full and complete disclosure to Winlock of all actual service costs.

4.4 When (and unless) agreed to between the parties, the City shall provide Fire & Life Safety inspections and safety service programs to Winlock citizens to the same extent and level as existed prior to execution of this Agreement, at a rate and schedule as agreed to between the parties, including plan-checks.

4.5 To assign either the City fire chief to act as liaison with Winlock on all operational issues and civil investigations, and to act as liaison with the Winlock Police Department, Lewis County Sheriff's Office and Prosecuting Attorney on all criminal investigations.

4.6 The City welcomes input from Winlock on the operation of its fire investigation service. Any operational concerns should initially be raised with the City representative designated under subsection 4.5. In addition, if regular meetings are deemed necessary by Winlock to discuss issues regarding fire investigation services, they will be arranged by representatives of Winlock and with said City representative.

**SECTION 5. RESPONSIBILITIES OF WINLOCK.** Winlock agrees to meet the following responsibilities under this Agreement:

5.1 Winlock shall grant to the City Fire Department personnel assigned to provide fire investigation services the authority to enforce the provisions of Ch. 48.48 RCW, and associated Winlock fire investigation duties pertaining to civil and criminal fire investigations.

5.2 Winlock shall provide to the City Fire Department personnel assigned to fire investigation services with the assistance of Winlock personnel necessary to assist the City in providing fire investigation services.

5.3 Provide for timely payment the services provided for in this Agreement upon receipt of a properly constituted and prepared billing by City.

**SECTION 6. ADMINISTRATION.** This Agreement shall be administered by the City Manager and by the Mayor of Winlock.

**SECTION 7. DISPUTE RESOLUTION.** In the event of a dispute between the City and Winlock regarding the delivery of services under this Agreement, a representative of the City Fire Department and Winlock shall review such dispute and options for resolution. Any dispute not resolved by these representatives shall be referred to the City Manager and the Mayor. The decision of the City Manager and the Mayor regarding the dispute shall be final as between the parties.

If any controversy or claim arising out of or relating to this Agreement or the alleged breach of such Agreement that cannot be resolved by the City Manager and Mayor may be submitted to mediation and if still not resolved, shall be submitted to binding arbitration in accordance with the rules and procedures set forth in Chapter 7.04 RCW, and the judgment or award rendered by the arbitrator may be entered in any court having jurisdiction thereof.

**SECTION 8. INDEPENDENT CONTRACTOR.** As used in this Agreement, "Winlock" means the party that solicits and pays for services and "City" means the party that contracts to provide those services. The City is and shall at all times be deemed to be an independent contractor in the provision of the services set forth in the Agreement. Nothing herein nor in any of the Agreement shall be construed as creating the relationship of employer and employee, or principal and agent, between the City and Winlock or between any of the City's employees or agents. The City shall retain all authority for provision of services, standards of performance, discipline and control of personnel, and other matters incident to the performance of services by the City pursuant to this Agreement. Nothing in this Agreement shall make any employee of Winlock an employee of the City or any employee of the City an employee of Winlock for any purpose, including but not limited to, for withholding of taxes, payment of benefits, workers' compensation pursuant to Title 51 RCW, or any other rights or privileges accorded their respective employees by virtue of their employment.

**SECTION 9. HOLD HARMLESS/INDEMNIFICATION.** The City in this Agreement agrees to indemnify, defend, save and hold harmless Winlock, its officials, employees and agents from and against any and all liability, demands, losses, damage, claims, causes of action, suits or judgments, including costs, attorney fees and expenses incurred in connection therewith, or whatsoever kind or nature, including deaths and injuries to persons, arising out of, or in connection with, or incident to, the performance by the City of this Agreement. In the event that any suit based on such a claim, demand, loss, damage, cost, or cause of action is brought against Winlock, Winlock retains the right to participate in said suit if any principal of public law is involved. This indemnity and hold harmless shall include any claim made against Winlock by an employee of the City or subcontractor or agent of the City, even if the City is thus otherwise immune from liability pursuant to the workers, compensation statute, Title 51 RCW.

Winlock in this Agreement agrees to indemnify, defend, save and hold harmless the City, its officials, employees and agents from and against any and all liability, demands, losses, damage, claims, causes of action, suits or judgments, including costs, attorney fees and expenses incurred in connection therewith, or whatsoever kind or nature, including deaths and injuries to persons, arising out of, or in connection with, or incident to, the performance by Winlock of this Agreement. In the event that any suit based on such a claim, demand, loss, damage, cost, or cause of action is brought against the City, the City retains the right to participate in said suit if any principal of public law is involved. This indemnity and hold harmless shall include any claim made against the City by an employee of Winlock or subcontractor or agent of Winlock, even if Winlock is thus otherwise immune from liability pursuant to the workers, compensation statute. Title 51 RCW.

**SECTION 10. ASSIGNMENT/SUBCONTRACTING.** Neither the City nor Winlock shall transfer or assign, in whole or in part, any or all of their respective rights or obligations under this Agreement without the prior written consent of the other. The City shall not subcontract for the provision of any services it is to provide Winlock under this Agreement without the prior written consent of Winlock.

**SECTION 11. NON-DISCRIMINATION.** In connection with the provision of services pursuant to this Agreement, the City shall not discriminate against any employee or applicant for employment or against any consumer of or applicant for services because of age, sex, race, creed, religion, color, national origin, marital status, pregnancy, veteran status, the presence of any physical, mental or sensory disability, or perceived or actual sexual orientation. Winlock and City each certify that it is an Equal Employment Opportunity Employer.

**SECTION 12. NO THIRD PARTY BENEFICIARY.** The City does not intend by this Agreement to assume any contractual obligations to anyone other than Winlock. Winlock does not intend by this Agreement to assume any contractual obligations to anyone other than the City. The City and Winlock do not intend there be any third-party beneficiary to this Agreement.

**SECTION 13. NOTICE.** Any notices to be given under this Agreement shall at minimum be delivered, postage prepaid and addressed to:

To Winlock:  
City of Winlock  
P.O. Box 777  
Winlock, WA 98596  
Attention: Mayor

To the City:  
Chehalis Fire Department  
City of Chehalis  
455 NW Park St.  
Chehalis, WA 98532  
Attention: Fire Chief

Either the City or Winlock giving the other notice of such change as provided in this section may change the name and address to which notices shall be directed.

**SECTION 14. WAIVER.** No waiver by either party of any term or condition of this Agreement or Agreement incorporated in this Agreement shall be deemed or construed to constitute a waiver of any other term or condition or of any subsequent breach, whether of the same or different provision.

**SECTION 15. ENTIRE AGREEMENT.** This Agreement contains all of the agreements of the parties with respect to the subject matter covered or mentioned therein, and no prior Agreements shall be effective to the contrary.

**SECTION 16. AMENDMENT AND TERMINATION.** The provisions of this Agreement may be amended with the mutual consent of the parties. No additions to, or alterations of, the terms of this Agreement shall be valid unless made in writing and formally approved and executed by the duly authorized agents of both parties. Either party may

terminate this agreement for public convenience upon not less than sixty (60) days prior written notice to the other party.

**SECTION 17. DOCUMENT EXECUTION AND FILING.** The City and Winlock agree that there shall be duplicate originals of this Agreement procured and distributed for signature by the necessary officials of the City and Winlock. Upon execution, the executed duplicate of this Agreement shall be returned to the City Clerk which shall file copies of this Agreement with the County Auditor and the Washington State Secretary of State. Upon receipt by the City Clerk of the duplicate originals, each such duplicate original shall constitute an agreement binding upon both City and Winlock.

**SECTION 18. SEVERABILITY.** If any section or part of this Agreement is held by a court to be invalid, such action shall not affect the validity of any other part of this Agreement.

**IN WITNESS WHEREOF,** the City and Winlock have caused this Agreement to be executed in their respective names by their duly authorized officers and have caused this Agreement

Agreements to be dated as of the 19<sup>th</sup> day of March, 2008, the same being subject to ratifying legislative actions of the respective parties, hereto.

CITY OF CHEHALIS, a municipal corporation

CITY OF WINLOCK  
WINLOCK, WASHINGTON

By: \_\_\_\_\_  
City Manager

By: Don L. Bradshaw  
Mayor

Approved as to form, only:

Approved as to form, only:

\_\_\_\_\_  
City Attorney

[Signature]  
City Attorney

**CHEHALIS CITY COUNCIL MEETING  
AGENDA REPORT**

**TO:** The Honorable Mayor and City Council

**FROM:** Jill Anderson, City Manager

**BY:** Rick Sahlin, Public Works Director  
Don Schmitt, Street/Storm Superintendent

**MEETING OF:** April 9, 2018

**SUBJECT:** Award Bids for the North Market Boulevard Grind and Inlay Project

---

**ISSUE**

Bids were recently solicited for the N. Market Boulevard Grind and Inlay Project and two bids were received. The administration has reviewed those bids and is making a recommendation to award the bid.

**DISCUSSION**

The administration recently advertised the N. Market Boulevard Grind and Inlay Project. The city's small works roster was utilized, with bid specifications sent out to five companies. Two bids were received, with Lakeside Industries submitting a low bid of \$74,000. The bid proposal included an addendum that requires the grinding and paving portions of the contract to be completed at night to minimize the impact to the downtown businesses. The updated engineers estimate for the project was \$76,589.

**FISCAL IMPACT**

The Transportation Benefit District budget for 2018 includes \$500,000 for street projects (\$50,000 design and \$450,000 construction). This is one of the anticipated projects for the current year. With a recommended 10% contingency (\$7,400) for unanticipated change orders, the total project cost would be authorized for a not-to-exceed budget of \$81,400.

**RECOMMENDATION**

It is recommended that the City Council:

- Award the N. Market Boulevard Grind and Inlay Project to Lakeside Industries, Inc., in the amount of \$74,000;
- Authorize a 10% contingency budget of \$7,400 and authorize the City Manager to execute change orders that do not exceed a total project cost of \$81,400; and
- Authorize the City Manager to sign all related contract documents.

**SUGGESTED MOTION**

I move that the City Council:

- Award the N. Market Boulevard Grind and Inlay Project to Lakeside Industries, Inc., in the amount of \$74,000;
- Authorize a 10% contingency budget of \$7,400 and authorize the City Manager to execute change orders that do not exceed a total project cost of \$81,400; and
- Authorize the City Manager to sign all related contract documents.

PROPOSAL

PROJECT BID

\$ 74,000.00  
(Including Cost for Trench Excavation Safety Provisions)

Trench Excavation Safety Provisions \$ 1.00  
(used only to identify the amount included in Base Bid above)

If the bid amount contains any work which requires trenching exceeding a depth of four feet, all costs for trench safety shall be included in the Total for adequate trench safety systems in compliance with Chapter 39.04 RCW and WAC 296-155-650. The purpose of this provision is to ensure that the bidder agrees to comply with all the relevant trench safety requirements of Chapter 49.17. Bidder must include a lump sum dollar amount in the blank above (even if the value is \$0.00) to be responsive.

Proposal of LAKESIDE INDUSTRIES, INC. (hereinafter called "BIDDER"), organized and existing under the laws of the State of WA doing business as LAKESIDE INDUSTRIES, INC. To The City of Chehalis (hereinafter called "OWNER").

In compliance with your Call for Bids, BIDDER hereby proposes to perform all WORK for the construction of THE CITY OF CHEHALIS – NORTH MARKET BOULEVARD GRIND & INLAY IMPROVEMENTS PROJECT, in strict accordance with the CONTRACT DOCUMENTS, within the time set forth therein, and at the prices stated below.

By submission of this BID, each BIDDER certifies, and in the case of a joint BID, each party thereto certifies as to its own organization, that this BID has been arrived at independently, without consultation, communication or agreement as to any matter relating to this BID with any other BIDDER or with any competitor.

BIDDER hereby agrees to commence WORK under this contract on or before a date to be specified in the NOTICE TO PROCEED and to fully complete the work in ten (10) working days. Bidder further agrees to pay as liquidated damages the sum specified in the Standard Specifications for each working day thereafter.

LAKESIDE INDUSTRIES, INC. Bidder      2001 JOHNSON RD Address      1360 Phone No.      736-2847  
CUMMAIN, WA 98531

  
Richard Perkins  
Authorized Official

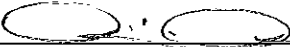
3/29/18  
Date



NOTE:

1. If the bidder is a co-partnership, so state giving firm name under which business is transacted.
2. If the bidder is a corporation, this proposal must be executed by its duly authorized officials.
3. If no bid is submitted, kindly mark "NO BIDS" and return to the City Clerk, 350 N. Market Blvd., Chehalis, Washington 98532.


Receipt of the following Addenda to the Plans and/or Specifications is hereby acknowledged:

Addendum Number	Date of Receipt	Signed Acknowledgment
1. <u>1</u>	<u>3/23/18</u>	
2. _____		
3. _____		

NOTE: Failure to acknowledge receipt of Addenda may be considered as an irregularity in the Proposal.

The undersigned also agrees as follows:

1. Within ten (10) days after the contract is awarded, to execute the contract and to furnish to the City of Chehalis, Washington, a satisfactory contract bond, guaranteeing the faithful performance of the work and payment of bills.
2. Enclosed with this proposal is a cashier's or certified check for \$ 3,700.00 or a bid bond in the sum of five percent (5%) of bid which it is agreed shall be collected and retained by the City of Chehalis as liquidated damages in the event this proposal is accepted by the City of Chehalis within forty-five (45) calendar days after the date advertised for the reception of bids and the undersigned fails to execute the contract and the required bond with the City, under the conditions thereof, within ten (10) calendar days after the undersigned is notified that said proposal has been accepted, otherwise said check or bond shall be returned to the undersigned upon demand.
3. That his/her proposal cannot be withdrawn within forty-five (45) days after the scheduled time for receipt of bids.
4. That it is understood the City of Chehalis may accept or reject any or all bids.
5. Receipt of Addenda numbered through   /   is hereby acknowledged.

  
Signature of Bidder  
(If an individual, partnership, or non-incorporated organization)

By Richard Penning

Date 3/29/18

Address of Bidder 2001 Johnson Rd, Centralia, WA 98531

Name and Addresses of Firm Members:

MIKE LEE, President 6505 226<sup>TH</sup> PLACE S.E. STE 200 ISSAQUAH, WA 98027

TIM LEE, COO 6505 226<sup>TH</sup> PLACE S.E. STE 200 ISSAQUAH, WA 98027

SUBCONTRACTOR LISTING

If the base bid and sum of the additive alternates (if any) exceed \$100,000, list the subcontractor(s) whose subcontract(s) exceed ten percent of the submitted base bid plus the additive alternates.

*(If additional space is required, provide same information on separate sheet)*

<u>Firm Name</u>	<u>Designated Work</u>
<i>N/A</i>	

Signed by \_\_\_\_\_

Name of Bidder/Firm Submitting Bid \_\_\_\_\_

NON-COLLUSION AFFIDAVIT

STATE OF WASHINGTON )

): ss

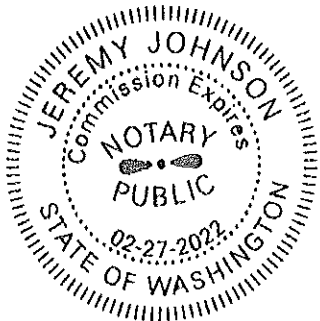
COUNTY OF LEWIS)

Richard Perkins, being first duly sworn, on his/her oath certifies that the bid above submitted is a genuine and not a sham or collusive bid, or made in the interest or on behalf of any person not therein named; and he/she further says that the said bidder has not directly or indirectly induced or solicited any bidder on the above work or supplies to put in a sham bid, or any other person or corporation to refrain from bidding; and that said bidder has not in any manner sought by collusion to secure to N. MARKET BLVD GRIND + INLAY IMPROV. PROJECT, an CITY OF CHEWALIS an advantage over any other bidder or bidders.

NORTH MARKET BOULEVARD GRIND & INLAY IMPROVEMENTS PROJECT

LAMESIVE INDUSTRIES, Inc.  
(Contractor)

Subscribed and sworn to before me this 29<sup>TH</sup> day of MARCH, 2018.



[Signature]  
Notary Public in and for the  
State of Washington, residing  
at LEWIS COUNTY

BID BOND DEPOSIT

Herewith find deposit in the form of a certified check, cashiers check, cash or bid bond in the amount of \$ 3,700.00 , which amount is not less than five percent (5%) of the total bid.

Signature [Handwritten Signature]

BID BOND

KNOW ALL MEN BY THESE PRESENTS:

That we, \_\_\_\_\_, as Principal, and \_\_\_\_\_, as Surety, are held and firmly bound unto the City of Chehalis, as Obligee, in the penal sum of \_\_\_\_\_ dollars for the payment of which the Principal and the Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, by these presents.

The condition of this obligation is such that if the Obligee shall make any award to the principal for NORTH MARKET BOULEVARD GRIND & INLAY IMPROVEMENTS PROJECT according to the terms of the proposal or bid made by the Principal therefore, and the Principal shall duly make and enter into a contract with the Obligee in accordance with terms of said proposal or bid and award and shall give bond for the faithful performance thereof, with Surety or Sureties approved by the Obligee; or if the Principal shall, in case of failure so to do, pay and forfeit to the Obligee the penal amount of the deposit specified in the call for bids, then this obligation shall be null and void; otherwise, it shall be and remain in full force and effect and Surety shall forthwith pay and forfeit to the Obligee, as penalty and liquidated damages, the amount of this bond.

SIGNED, SEALED AND DATED this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Principal

\_\_\_\_\_  
Surety

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, received return of deposit in the sum of \$ \_\_\_\_\_.

Signature \_\_\_\_\_