

# PLEASE NOTE SPECIAL MEETING TIME

## CHEHALIS CITY COUNCIL AGENDA

CITY HALL

350 N MARKET BOULEVARD, CHEHALIS, WA 98532

Dennis L. Dawes, Position at Large Mayor		
Terry F. Harris, District 1, Mayor Pro Tem		Anthony E. Ketchum Sr., District 3
Daryl J. Lund, District 2		Chad E. Taylor, Position at Large
Dr. Isaac S. Pope, District 4		Bob Spahr, Position at Large

August 25, 2014

4:30 p.m.

EXECUTIVE SESSION		
1. <u>Executive Session Pursuant to RCW 42.30.110(1)(b) Purchase or Acquisition of Land.</u> (City Manager, Airport Manager, City Attorney)	---	

Regular Meeting of Monday, August 25, 2014

5:00 p.m.

ITEM	ADMINISTRATION RECOMMENDATION	PAGE
2. <u>Call to Order.</u> (Mayor)		
3. <u>Pledge of Allegiance.</u> (Mayor)		

**PUBLIC HEARING**

4. Public Hearing on the Establishment of a Transportation Benefit District. (City Manager, Public Works Director, Street Superintendent, City Attorney)

CONDUCT PUBLIC HEARING

**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.

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**PROCLAMATIONS**

5. Proclamation – Prostate Cancer Awareness Month. (Mayor, Arnie Guenther)

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**CONSENT CALENDAR**

6. Minutes of the Regular Meeting of August 11, 2014. (City Clerk)

APPROVE

1

7. Vouchers and Transfers. (Finance Manager)

APPROVE

**ADMINISTRATION AND CITY COUNCIL REPORTS**

8. Administration Reports.

a. July financial report. (Finance Manager)

INFORMATION ONLY

9. Council Reports.

a. Councilor reports. (City Council)

INFORMATION ONLY

b. Council committee reports. (City Council)

INFORMATION ONLY

**NEW BUSINESS**

10. Ordinance No. 933-B, First Reading – Dedicating Four Percent (4%) of Annual Sales and Use Tax Revenue Budgeted by the City to Road Improvements, Maintenance and Preservation Projects. (City Manager, Public Works Director, Street/Storm Superintendent)

PASS

**NEW BUSINESS CONTINUED**

11. Ordinance No. 934-B, First Reading – Establishing a Transportation Benefit District within the Corporate Limits of the City of Chehalis, Specifying the Maintenance and Preservation of Existing Transportation Improvements, Providing for Additional Transportation Improvements and Creating a New Chapter 11 of the Chehalis Municipal Code Entitled “Chehalis Transportation Benefit District.” (City Manager, Public Works Director, Street/Storm Superintendent)

PASS

12. Authorize City Manager to Execute National Avenue Salzer Creek Scour Mitigation Project Agreements: Local Agency Standard Consultant Agreement between the City and ESA Virgil-Agrimis in the Amount of \$135,935 for Architectural/Engineering Consulting Services; Supplemental Agreement No. 01 between the City and HDJ Design, PLLC in the amount of \$2,016 for Additional Project Management Services; and Local Agency Agreement Supplement No. 1 between the City and the Washington State Department of Transportation Increasing the Grant Funding in the amount of \$65,735 to Cover Additional Consultant Fees. (City Manager, Public Works Director, Street/Storm Superintendent)

AUTHORIZE CITY MANAGER TO EXECUTE AGREEMENTS FOR NATIONAL AVENUE SALZER CREEK BRIDGE SCOUR MITIGATION PROJECT

**THE CITY COUNCIL MAY ADD AND TAKE ACTION ON  
OTHER ITEMS NOT LISTED ON THIS AGENDA**

**NEXT REGULAR CITY COUNCIL MEETING WILL BE ON MONDAY, SEPTEMBER 8, 2014**

August 11, 2014

The Chehalis city council met in regular session on Monday, August 11, 2014, in the Chehalis city hall. Mayor Dawes called the meeting to order at 4:15 p.m. with the following council members present: Terry Harris, Bob Spahr, Daryl Lund, and Chad Taylor. Councilors Pope and Ketchum were absent (excused). Staff present included: Merlin MacReynold, City Manager; Bill Hillier, City Attorney; Judy Schave, City Clerk; Glenn Schaffer, Police Chief; Judy Pectol, Finance Manager; Peggy Hammer, Human Resources Administrator; Patrick Wiltzius, Acting Public Works Director/Wastewater Superintendent; and Don Schmitt, Street Superintendent. Members of the media included Dameon Pesanti from *The Chronicle*.

1. **Work Session – Discuss Funding Options for Street and Road Maintenance and Repairs.** City Manager MacReynold reported, at a prior meeting, the council discussed three possible options for funding local streets and roads, to include: utilizing a certain percentage of sales tax revenue; creating a Transportation Benefit District (TBD); and funding the TBD with a vehicle license tab fee of \$20. At the end of the discussion it was suggested they have a work session to talk about the three proposals in more detail.

City Manager MacReynold stated he continued to believe the city needs to do something locally to take care of our streets because we're just not seeing state and federal grants anymore. He suggested they take each proposal separately and get consensus on whether the council would like to move forward or not.

- Option 1 – An Ordinance dedicating four (4) percent of the city's sales tax for street and road maintenance and improvements.

Councilor Harris asked how the funding would be handled in the budget review process. City Manager MacReynold reported they would create a separate dedicated budget item and show a transfer from the general fund to the dedicated fund.

Street Superintendent Don Schmitt reported the dedicated funds would be used for different programs, such as chip sealing, asphalt repairs, and traffic control (striping materials). He noted the cost of materials have increased significantly over the last 10 years, from roughly \$3,800 per lane mile to \$10,000.

Councilor Spahr asked if they could use the four percent sales tax to fund the TBD. City Manager MacReynold stated no, adding they could only fund the TBD through a vehicle license fee, or with an increase to the sales tax. He noted the administration was not recommending a sales tax increase.

Councilor Taylor asked if the money would be in addition to what they already put in the budget for the chip seal program. City Manager MacReynold stated yes, and they would identify what the money would be used for through the budget process.

Mayor Dawes noted Councilor Lund suggested appropriating more money to the street department at a previous meeting and they were basically told that even if they did receive more money they really couldn't do more work this year because their plans were already in place. He asked if staff would be able to do more projects if they had an additional \$100,000 to \$250,000.

Mr. Schmitt reported their main labor-intense projects are chip sealing and crack sealing, which is done with the help of their seasonal employees. He stated they will make the time to do the work, but they have to plan accordingly.

City Manager MacReynold stated the proposed four percent would be used to do additional chip sealing and other maintenance; and the proposed TBD funding would be used to fund projects on the Six-year Transportation Improvement Plan (TIP). He suggested if the council were willing to do a \$20 vehicle license fee, they would put that money into a fund and let it build up to be used as a match for potential grant funding.

Councilor Taylor asked if additional full-time employees would be needed to utilize the money. City Manager MacReynold stated they were not talking about hiring any additional staff at this time, although, eventually down the road they'll need to look at hiring additional staff. He reported their focus will be to do more projects and apply for more grant money.

Councilor Lund stated he was a little confused because when staff was offered more money they said they couldn't do more because they didn't have the help to do it.

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City Manager MacReynold reported at the time of that discussion they already had their projects lined up for the year and were on a path of getting more done than what they had planned for. He suggested they were taking Councilor Lund's idea and codifying it, so they can plan for it through the budget process.

Councilor Harris reported he didn't see anything in the budget for sidewalks and/or light poles and suggested they figure out how to include those in the four percent funding. Mr. Schmitt stated he believed some of the projects listed on the TIP do incorporate replacement of street lights.

City Manager MacReynold reminded the council that sidewalks are the property owner's responsibility. He noted some jurisdictions have been able to get property owners to become part of a ULID and they jointly fund fixing the sidewalks.

City Attorney Hillier stated even though the property owners are responsible to keep the sidewalks maintained the city is still liable for them.

Councilor Spahr inquired about the gas tax revenues. Mr. Schmitt reported over the last four years the gas tax has been relatively consistent at \$150,000 to \$155,000, with a large portion going towards salaries. He noted, in 2003, they collected roughly \$47,000 and stayed at that amount until 2006 when it jumped to \$100,000, and in 2007 they peaked at \$170,000.

Mayor Dawes asked if the four percent would have a negative impact on other functions, or other departments. City Manager MacReynold stated he didn't believe so, adding they project a six to seven percent increase in sale tax revenue and they're only asking for four percent.

The consensus of the council was to dedicate four percent of the city's sales and use tax revenue for street and road maintenance and improvements.

- Option 2 – Create a Transportation Benefit District (TBD) within the corporate limits of the city of Chehalis; and establish an annual vehicle license fee in the amount of \$20.00.

Mayor Dawes asked what the maximum fee is that they can charge, if the TBD were created. City Manager MacReynold reported the council has authority, or it can be put to the voters, to charge a vehicle license fee of up to \$20. He noted if the council wants to charge more than \$20 it would have to go to the voters.

City Attorney Hillier stated if the council decides to increase sales tax that would need to go to the voters as well.

City Manager MacReynold referred the council to the information provided in the agenda packet listing other jurisdictions that have created a TBD and took action to charge a fee. The information provided also included a list of jurisdictions that put a sales tax increase before the voters.

Councilor Taylor inquired about the special gas tax. City Manager MacReynold stated the city cannot establish a special gas tax. City Attorney Hillier noted the laws have changed since 1992 and no longer allow for a special gas tax.

Councilor Spahr asked what it would cost to put it on the ballot. City Manager MacReynold stated it would be about \$8,000 for a special election, or less if they did it in conjunction with a general election.

City Attorney Hillier stated it was important to understand that the TBD needs to be in place first since they are the only entity that can request a ballot issue for the vehicle license fee. He indicated there would be no force or effect until the council chooses to fund it, or the TBD chooses to put it on the ballot for a vote.

City Manager MacReynold indicated they were proposing the board to the TBD be the city council.

Mayor Dawes stated anytime you increase fees people are going to be negative to it immediately. He suggested if they can show a benefit in the first couple of years it would probably be more receptive. Mayor Dawes asked how long it would be before the people would see a return on their investment.

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City Attorney Hillier stated it would be a minimum of six months before the city would even start to receive any revenues. He noted, because of the size of the projects on the TIP, they were probably looking at a couple of years before it would build up enough to have an impact on grant writing capabilities.

Mr. Schmitt suggested getting grants would be key to doing some of the projects on the TIP.

City Manager MacReynold reported the four percent will have an immediate impact on getting more done and will hopefully give the administration enough time to build up a fund that will allow us to be more competitive in getting grant money, and to show a revenue stream.

Councilor Taylor asked if they could use the revenue created by the TBD for bonding capacity. City Attorney Hillier stated yes, adding that would be a quicker way to get a realization of the benefit. He noted if they have a revenue source, they can set up a loan and have a place to draw the payments from.

City Manager MacReynold suggested the council could choose to implement a lower fee, but it will take much longer to get the amount they need, and to show it as a real revenue source.

Mayor Dawes believed the state would have never allowed municipalities any kind of taxing authority if they thought they were going to be able to take care of everything from their level. He stated, at the very least, he would like to see the TBD put on the table for consideration, so they can at least have it in place for the future. Mayor Dawes suggested if they take action to move it forward he wants to make sure within a reasonable amount of time that they have something to show for their efforts. Otherwise, they should revisit the issue to see if it's really worth their while.

Councilor Taylor stated he would be in favor of creating a TBD, but would want the fee put to the voters.

Councilor Lund stated he would be in favor of setting up the TBD, as was Councilors Spahr and Harris.

The consensus of the council was to move forward on having the administration prepare the necessary documents to set up the TBD.

Mayor Dawes stated he would like to have all seven council members present when it comes time to vote on the funding options.

**2. Update on Chehalis Avenue Project.** Mr. Schmitt reported the contractor on the Chehalis Avenue project will be putting asphalt down on Tuesday and Wednesday, and should have the striping done on Friday. He noted they still have a few punch list items to take care of, including the new benches.

Councilor Spahr asked if it was still designed for two-way traffic. Mr. Schmitt stated yes, adding once they get the paving and gutter lines in place it will look wider.

Councilor Taylor noted he talked with a couple of contractors who were comparing our fees to other jurisdictions and they all said it was time for the city to start looking at charging more realistic fees to actually cover the cost of doing business. He noted they laugh at our permit fees because they're so cheap and suggested it might be time to look at the fee schedule. City Manager MacReynold stated they're just getting ready to enter the budget process, which is a perfect time to talk about it.

Mayor Dawes closed the work session at 4:59 p.m. and announced the council would take a three minute recess and reopen the regular meeting at 5:02 p.m.

**3. Advocacy Services Provided by Lewis & Mason County Crime Victim Service Center.** Steven Briggs, Lead Crime Victim Advocate for the Lewis & Mason County Crime Victim Service Center provided an overview on how the program is funded and the various crimes that they address. He noted they do not respond to sexual assault and domestic violence crimes as those services are funded through different federal and state allocations. Other programs offered by the Center include: Information and referral; legal advocacy; community outreach and education; crime victim compensation; and victim information and rights.

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Mr. Briggs reported their goals are to protect the rights of victims, increase community awareness of the Center's services, strive for excellence in service delivery, be an ally to other community organizations that serve crime victims, and be a resource for law enforcement and prosecutors and others involved in the criminal justice system.

Mr. Briggs reported, in 2013, they served over 1,200 individuals (890 from Lewis County, primarily from Centralia and Chehalis). He indicated there is no cost to anyone for their services and there are no income qualifications of any kind.

4. Update on Twin Transit. General Manager Rob LaFontaine provided a general update and talked briefly about their six-year financial forecast and 2014 operating budget. He noted they are sales tax funded at .2 percent, which is the lowest rate in the State of Washington for any transit authority. Mr. LaFontaine reported their financial forecast was looking encouraging and they plan to continue to be very conservative. He stated he was forecasting a 2.5 percent increase each year through 2020.

Councilor Harris inquired about their vehicle replacement program. Mr. LaFontaine reported vehicle replacement is done through the capital side of the budget.

Mr. LaFontaine reported the Board recently voted to reduce bus service levels that will take effect in the coming weeks. He noted the reduction of services will balance their budget and will allow them to forecast out for the next three years showing revenue over expenditures. Mr. LaFontaine proposed the following as part of their 2014-2019 Plan:

- Implement recently adopted service reductions (no plan to restore over the next six years)
- Enhance the application process for ADA paratransit service
- No substantial increase to revenues
- Substantial capital improvements in transit related infrastructure

Some of the challenges facing Twin Transit include:

- Insufficient revenue to meet best practices in the transit industry
- Dramatic rise in demand for ADA paratransit (30 to 40 percent increase in ridership)
- Hard-to-access destinations
- People not knowing how or where to catch the bus
- Negotiating the Kresky Avenue/Gold Street couplet
- Political apathy

Councilor Lund asked why they couldn't raise rates to ride the bus. Mr. LaFontaine reported the Board has decision authority on the fare structure. He suggested if they were offering a more useful service it would be worth more, but the cost/benefit just isn't there yet.

Other facts about Twin Transit:

- Ridership is the highest it's been in several years (+24,000 boardings in May 2014)
- Bus fare pays about 6 percent of the operating cost of public transit
- Twin Transit is not reimbursed from the Health Care Authority or DSHS for the cost of providing Medicaid transportation (ADA paratransit)

Councilor Lund asked if people can still flag a bus down, or pull the rope to get off the bus at a certain location. Mr. LaFontaine stated yes, adding they primarily operate as a flag-style transit service.

Mayor Dawes stated it was his understanding that every time someone boards the bus they get counted, which means someone could be counted more than once depending on their destination or how many trips they make per day. Mr. LaFontaine stated that was correct.

Mayor Dawes inquired about the capital fund item for the 'centrally located transit and park n' ride.' He agreed that having a centrally located transit station would be good, but didn't quite understand the park n' ride aspect.

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Councilor Taylor asked Mr. LaFontaine if they had come up with a project to make access at The Vintage at Chehalis safer. Mr. LaFontaine reported they have some utility concerns regarding a fiber optic line and have an engineering firm surveying the area. Mr. LaFontaine reported any solution they come up with will be expensive.

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

- a. Minutes of the regular meeting of July 28, 2014;
- b. Claim Vouchers No. 109916-110063 in the amount of \$441,215.53 dated July 31, 2014; Payroll Vouchers 37488-37559, Direct Deposit Payroll Vouchers No. 5174-5258 and Electronic Federal Tax Payment No. 138 in the amount of \$710,408.72 dated July 31, 2014; and
- c. Affirm Mayor's appointment of Craig Steepy to the Chehalis Planning Commission for a four-year term expiring August 31, 2018.

The motion was seconded by Councilor Lund and carried unanimously.

6. **Administration Reports.**

a. **Update on the Gail and Carolyn Shaw Aquatics Center Project.** Connie Bode gave a brief update on the Gail and Carolyn Shaw Aquatics Center, noting there's still some electrical work that needs to be done and they're still waiting on some parts to fix the heater. She stated if they can get those two items taken care of they will be good to open on Friday, August 15. Ms. Bode reported the lifeguard staff has been training and is taking the expansion and new play center area very serious.

Ms. Bode reported, with the activity areas for younger children, the pool will have some lifejackets available for use. They also plan to allow people to bring their own life jackets, but they'll need to have them checked at the door by the lifeguard staff to make sure they meet the standards required.

Ms. Bode stated they want to make sure the public understands that the project was funded with grant money, state capital money and private donor money. She noted they've receive a lot of positive comments about the pool.

Councilor Spahr noted it's sad to see writing on the walls at Penny Playground and wished they could put a sign up stating it was a gift to the city and ask that people respect it and take care of it.

b. **2015 Budget Preparation Schedule.** City Manager MacReynold reported the council received a copy of the 2015 budget preparation schedule and asked the members of the budget review committee to let him know if they have any conflicts with the week of September 29 – October 3.

7. **Council Reports.**

a. **Update from Councilor Lund.** Councilor Lund stated the city has a great library and now a great pool. He felt it was time the city had a great parks department as well, and requested the council's support to look into fixing up our parks to enhance what we already have for ball tournaments.

Councilor Lund suggested they borrow money to fix up the parks and let the hotel/motel tax money make the payments on the loan. He asked if staff could put a funding request together for engineering, so they have an idea of what needs to be done and what it will cost to fix up Stan Hedwall and Recreation Park, and submit it to the Lodging Tax Advisory Committee (LTAC) for their consideration.

City Manager MacReynold stated the administration would put a proposal together and submit it to the LTAC. He noted once they know what the cost will be and what the projects will look like, the council can consider a long-term funding strategy and utilize lodging tax money to pay for it.



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Councilor Harris reported the LTAC has been very supportive of the city's request to do things like this, and thanked Councilor Lund for bringing it up. He stated now that the city possesses Stan Hedwall Park they can take the time to figure out the best way to utilize it. Councilor Spahr agreed that they need to take a look at it.

b. **Update From Councilor Harris.** Councilor Harris reported he attended the Chehalis Community Renaissance Team meeting on Friday, August 8. He noted one of the issues brought up regarding the new pool is finding lifeguard staff this late in the season. Councilor Harris thought it was great that Recreation/Aquatics Manager Lilly Wall and Recreation Assistant Tracey Cox both got certified, so they'll be able to help out if needed. He suggested they would have no problem staffing the pool next year.

Councilor Harris reported, on behalf of the Christmas Decoration Committee, he attended a meeting of the Chehalis Foundation to ask for some additional funding for 2014, which they graciously approved (\$17,000). He noted the Committee's primary focus will be 13<sup>th</sup> Street across from the new Aquatics Center, as well as the other entrances to the city.

c. **Update From Mayor Dawes.** Mayor Dawes reported he took an adventurous trip to New York City and upstate New York, adding he saw some interesting sights he wished he hadn't. He stated he was really excited to get back to see the progress on the pool.

There being no further business to come before the council, the meeting adjourned 5:57 p.m.

\_\_\_\_\_  
Mayor

Attest:

\_\_\_\_\_  
City Clerk

**SUGGESTED MOTION**

I move that the council approve the minutes of the regular city council meeting of August 11, 2014.

**CITY OF CHEHALIS**  
**AGENDA REPORT**

DATE: August 15, 2014  
TO: The Honorable Mayor and City Council  
FROM: Judy Pectol, Finance Manager *JP*  
PREPARED BY: Michelle White, Accounting Tech II *MW*  
SUBJECT: Vouchers and Transfers

ISSUE

Council approval is requested of the following financial transactions:

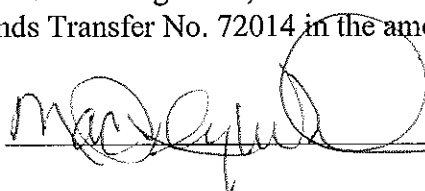
Claim Vouchers No. 110064 through 110213 and Electronic Funds Transfer No. 72014 in the amount of \$614,454.55 dated August 15, 2014 and the transfer of \$91,632.69 from the General Fund, \$3,707.38 from the Tourism Fund, \$393,700.15 from the Federal & State Grants Fund, \$132.86 from the Automotive Equipment Reserve Fund, \$407.66 from the Garbage Fund, \$57,683.78 from the Wastewater Fund, \$24,054.69 from the Water Fund, \$2,383.38 from the Storm & Surface Water Utility Fund and \$40,751.96 from the Airport Fund.

RECOMMENDATION/COUNCIL ACTION DESIRED

The administration recommends that the council approve the August 15, 2014 Claim Vouchers No. 110064 through 110213 and Electronic Funds Transfer No. 72014 in the amount of \$614,454.55.

SUGGESTED MOTION

I move to approve the August 15, 2014 Claim Vouchers No. 110064 through 110213 and Electronic Funds Transfer No. 72014 in the amount of \$614,454.55.

Reviewed by: , City Manager

To: The Honorable Mayor and Council  
 Via: Merlin MacReynold, City Manager  
 From: Judy Pectol, Finance Manager  
 Prepared by: Betty Brooks, Payroll Accountant  
 Date: August 19, 2014  
 Subject: Monthly Financial Reports for July

City of Chehalis  
 Comparative Financial Reports  
 July 2013 and 2014

GENERAL FUND/ (#001)	A July 2013		B		C=B/A		D		E		F=E/D		G		H^A		I=F-G	
	Budget	Actual	Budget	Actual	% Rec'd	% Rec'd	Budget	July 2014 Actual	% Rec'd	% Rec'd	Expected % Rec'd	Variance from Expected	% Variance					
General Property Taxes	\$1,249,000	\$671,952	\$1,262,000	\$681,918	53.8%	54.0%	\$1,262,000	\$681,918	54.0%	58.3%	58.3%	(\$53,828)	-4.3%					
EMS Property Taxes	237,500	127,372	239,500	129,148	53.6%	53.9%	239,500	129,148	53.9%	58.3%	58.3%	(10,481)	-4.4%					
Sales & Use Tax	3,115,000	1,851,491	3,265,000	2,014,619	59.4%	61.7%	3,265,000	2,014,619	61.7%	58.3%	58.3%	111,124	3.4%					
Electricity Tax	417,000	274,253	430,000	286,991	65.8%	66.7%	430,000	286,991	66.7%	58.3%	58.3%	36,301	8.4%					
Gas/Natural Gas Tax	240,000	141,540	222,000	149,711	59.0%	67.4%	222,000	149,711	67.4%	58.3%	58.3%	20,285	9.1%					
Criminal Justice Tax	90,000	53,517	91,000	56,944	59.5%	62.6%	91,000	56,944	62.6%	58.3%	58.3%	3,891	4.3%					
Water/Sewer Tax	399,996	226,424	415,834	246,582	56.6%	59.3%	415,834	246,582	59.3%	58.3%	58.3%	4,151	1.0%					
Garbage Tax	62,000	44,099	60,000	45,513	71.1%	75.9%	60,000	45,513	75.9%	58.3%	58.3%	10,533	17.6%					
Cable Tax	92,000	70,530	94,000	74,799	76.7%	79.6%	94,000	74,799	79.6%	58.3%	58.3%	19,997	21.3%					
Telephone Tax	313,000	167,254	318,000	157,896	53.4%	49.7%	318,000	157,896	49.7%	58.3%	58.3%	(27,498)	-8.6%					
Leasehold Excise Tax	38,000	18,795	38,000	19,675	49.5%	51.8%	38,000	19,675	51.8%	58.3%	58.3%	(2,479)	-6.5%					
Other Taxes	32	40	40	37	125.0%	92.5%	40	37	92.5%	58.3%	58.3%	14	34.2%					
<b>Total Tax Revenues</b>	<b>6,253,528</b>	<b>3,647,267</b>	<b>6,435,374</b>	<b>3,863,833</b>	<b>58.3%</b>	<b>60.0%</b>	<b>6,435,374</b>	<b>3,863,833</b>	<b>60.0%</b>	<b>58.3%</b>	<b>58.3%</b>	<b>112,010</b>	<b>1.7%</b>					
Licenses & Permits	63,980	38,667	69,980	59,857	60.4%	85.5%	69,980	59,857	85.5%	58.3%	58.3%	19,059	27.2%					
Intergovt: Grants/Entitlements	168,502	136,201	167,950	139,925	80.8%	83.3%	167,950	139,925	83.3%	58.3%	58.3%	42,010	25.0%					
Charges for Goods and Svcs.	341,170	173,086	332,800	201,240	50.7%	60.5%	332,800	201,240	60.5%	58.3%	58.3%	7,218	2.2%					
Fines and Forfeitures	159,055	85,231	151,875	76,298	53.6%	50.2%	151,875	76,298	50.2%	58.3%	58.3%	(12,245)	-8.1%					
Interest Earnings	9,306	5,086	11,760	4,179	54.7%	35.5%	11,760	4,179	35.5%	58.3%	58.3%	(2,677)	-22.8%					
Rents & Royalties	70,100	43,139	71,350	42,659	61.5%	59.8%	71,350	42,659	59.8%	58.3%	58.3%	1,062	1.5%					
Donations/Contributions	0	3,676	40,475	6,056	N/A	15.0%	40,475	6,056	15.0%	58.3%	58.3%	(17,541)	-43.3%					
Misc. Revenue/Insurance	5,000	11,864	11,850	40,167	237.3%	339.0%	11,850	40,167	339.0%	58.3%	58.3%	33,258	280.7%					
Non-Revenues	3,500	2,198	4,225	2,119	62.8%	50.2%	4,225	2,119	50.2%	58.3%	58.3%	(344)	-8.1%					
<b>Total Non-Tax Revenues</b>	<b>820,613</b>	<b>499,148</b>	<b>862,265</b>	<b>572,500</b>	<b>60.8%</b>	<b>66.4%</b>	<b>862,265</b>	<b>572,500</b>	<b>66.4%</b>	<b>58.3%</b>	<b>58.3%</b>	<b>69,800</b>	<b>8.1%</b>					
Operating Transfers-In	500,000	143,794	1,000,000	772,936	N/A	77.3%	1,000,000	772,936	77.3%	58.3%	58.3%	189,936	19.0%					
<b>Total Other Financing Sources</b>	<b>500,000</b>	<b>143,794</b>	<b>1,000,000</b>	<b>772,936</b>	<b>N/A</b>	<b>77.3%</b>	<b>1,000,000</b>	<b>772,936</b>	<b>77.3%</b>	<b>58.3%</b>	<b>58.3%</b>	<b>189,936</b>	<b>19.0%</b>					
<b>TOTALS</b>	<b>\$7,574,141</b>	<b>\$4,290,209</b>	<b>\$8,297,639</b>	<b>\$5,209,269</b>	<b>56.6%</b>	<b>62.8%</b>	<b>\$8,297,639</b>	<b>\$5,209,269</b>	<b>62.8%</b>	<b>58.3%</b>	<b>58.3%</b>	<b>\$371,745</b>	<b>4.5%</b>					

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GENERAL FUND (#001) EXPENDITURES	A July 2013		B		C=B/A		D July 2014		E		F=E/D		G		H^		I=G-F	
	Budget	Actual	Budget	Actual	% Exp'd	Budget	Actual	% Exp'd	Expected	% Exp.	Expected	% Exp'd	Expected	% Exp.	Variance from Expected	% Variance	Expected	% Variance
City Council	\$76,587	\$42,782	\$93,551	\$50,147	55.9%	\$50,147	\$50,147	53.6%	58.3%	58.3%	58.3%	58.3%	58.3%	\$4,393	4.7%	58.3%	58.3%	4.7%
Municipal Court	333,882	187,825	340,304	193,600	56.3%	193,600	193,600	56.9%	58.3%	58.3%	58.3%	58.3%	58.3%	4,797	1.4%	58.3%	58.3%	1.4%
City Manager	236,121	141,152	270,131	165,146	59.8%	165,146	165,146	61.1%	58.3%	58.3%	58.3%	58.3%	58.3%	(7,660)	-2.8%	58.3%	58.3%	-2.8%
Finance	164,316	96,640	183,331	113,311	58.8%	113,311	113,311	61.8%	58.3%	58.3%	58.3%	58.3%	58.3%	(6,429)	-3.5%	58.3%	58.3%	-3.5%
City Clerk	56,516	29,183	74,986	42,569	51.6%	42,569	42,569	56.8%	58.3%	58.3%	58.3%	58.3%	58.3%	1,148	1.5%	58.3%	58.3%	1.5%
Non-Departmental	819,630	452,805	1,302,246	972,379	55.2%	972,379	972,379	74.7%	58.3%	58.3%	58.3%	58.3%	58.3%	(213,170)	-16.4%	58.3%	58.3%	-16.4%
Human Resources	91,769	53,485	90,033	54,290	58.3%	54,290	54,290	60.3%	58.3%	58.3%	58.3%	58.3%	58.3%	(1,801)	-2.0%	58.3%	58.3%	-2.0%
Police	2,464,666	1,441,109	2,573,370	1,520,793	58.5%	1,520,793	1,520,793	59.1%	58.3%	58.3%	58.3%	58.3%	58.3%	(20,518)	-0.8%	58.3%	58.3%	-0.8%
Fire	1,705,443	942,680	1,657,866	960,227	55.3%	960,227	960,227	57.9%	58.3%	58.3%	58.3%	58.3%	58.3%	6,309	0.4%	58.3%	58.3%	0.4%
Public Works - Streets	474,659	237,285	469,060	330,184	50.0%	330,184	330,184	70.4%	58.3%	58.3%	58.3%	58.3%	58.3%	(56,722)	-12.1%	58.3%	58.3%	-12.1%
Community Development	1,247,359	763,241	1,228,727	722,223	61.2%	722,223	722,223	58.8%	58.3%	58.3%	58.3%	58.3%	58.3%	(5,875)	-0.5%	58.3%	58.3%	-0.5%
<b>TOTALS</b>	<b>\$7,670,948</b>	<b>\$4,388,187</b>	<b>\$8,283,605</b>	<b>\$5,124,869</b>	<b>57.2%</b>	<b>\$5,124,869</b>	<b>\$5,124,869</b>	<b>61.9%</b>	<b>58.3%</b>	<b>58.3%</b>	<b>58.3%</b>	<b>58.3%</b>	<b>58.3%</b>	<b>(\$295,527)</b>	<b>-3.6%</b>	<b>58.3%</b>	<b>58.3%</b>	<b>-3.6%</b>

Net Budget/Income/Variance: (\$96,807) (\$97,978) \$14,034 \$84,400 \$76,218

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	A		B		C=B/A		D		E		F=E/D		G		H^		I=F-G	
	Budget	July 2013 Actual	Budget	Actual	% Rec'd	% Rec'd	Budget	July 2014 Actual	% Rec'd	% Rec'd	% Rec'd	% Rec'd	Expected % Exp*	Expected % Exp*	Varinc from Expected	Expected	% Variance	
<b>WASTEWATER FUND (#404)</b>																		
Intergovernmental Revenues	\$0	\$35,000	N/A	N/A	N/A	N/A	\$0	\$0	N/A	N/A	N/A	N/A	58.3%	58.3%	\$0	N/A	N/A	
Wastewater Fees	4,160,318	2,452,737	59.0%	59.0%	59.0%	59.0%	4,364,408	2,652,643	60.8%	60.8%	60.8%	58.3%	58.3%	108,193	2.5%	2.5%		
Sewer Connection/Misc. Fees	35,000	0	0.0%	0.0%	0.0%	0.0%	10,000	103,585	1035.9%	1035.9%	1035.9%	58.3%	58.3%	97,755	977.6%	977.6%		
Rentals	3,323	3,323	100.0%	100.0%	100.0%	100.0%	3,323	3,545	106.7%	106.7%	106.7%	58.3%	58.3%	1,608	48.4%	48.4%		
Misc. Revenues/Insurance	3,300	6,885	208.6%	208.6%	208.6%	208.6%	3,300	4,457	135.1%	135.1%	135.1%	58.3%	58.3%	2,533	76.8%	76.8%		
Interest Earnings	3,000	347	11.6%	11.6%	11.6%	11.6%	300	156	52.0%	52.0%	52.0%	58.3%	58.3%	(19)	-6.3%	-6.3%		
Totals:	\$4,204,941	\$2,498,292	59.4%	59.4%	59.4%	59.4%	\$4,381,331	\$2,764,386	63.1%	63.1%	63.1%	58.3%	58.3%	\$210,070	4.8%	4.8%		

	A		B		C=B/A		D		E		F=E/D		G		H^		I=G-F	
	Budget	July 2013 Actual	Budget	Actual	% Exp'd	% Exp'd	Budget	July 2014 Actual	% Exp'd	% Exp'd	% Exp'd	% Exp'd	Expected % Exp*	Expected % Exp*	Varinc from Expected	Expected	% Variance	
<b>WASTEWATER FUND (#404)</b>																		
Operating Expenses	\$2,638,208	\$1,465,203	55.5%	55.5%	55.5%	55.5%	\$2,550,559	\$1,449,891	56.8%	56.8%	56.8%	58.3%	58.3%	\$37,085	1.5%	1.5%		
Capital Outlay	192,000	34,159	17.8%	17.8%	17.8%	17.8%	67,000	41,423	61.8%	61.8%	61.8%	58.3%	58.3%	(2,362)	-3.5%	-3.5%		
Debt Principal	1,603,594	828,189	51.6%	51.6%	51.6%	51.6%	1,552,598	775,999	50.0%	50.0%	50.0%	58.3%	58.3%	129,166	8.3%	8.3%		
Interest Expense	32,540	16,548	50.9%	50.9%	50.9%	50.9%	27,480	13,496	49.1%	49.1%	49.1%	58.3%	58.3%	2,525	9.2%	9.2%		
Interfund Loan Repayment	82,794	0	N/A	N/A	N/A	N/A	83,332	0	0.0%	0.0%	0.0%	58.3%	58.3%	48,583	58.3%	58.3%		
Totals:	\$4,549,136	\$2,344,099	51.5%	51.5%	51.5%	51.5%	\$4,280,969	\$2,280,809	53.3%	53.3%	53.3%	58.3%	58.3%	\$214,996	5.0%	5.0%		

Net Budget/Income/Variance: (\$344,195)      \$154,193      \$100,362      \$483,577      \$425,066

Key:

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WATER FUND (#405) REVENUES	A		B		C=B/A		D		E		F=E/D		G		H^		I=F-G	
	Budget	July 2013 Actual	Budget	Actual	% Rec'd	July 2014 Budget	Actual	% Rec'd	July 2014 Budget	Actual	% Rec'd	Expected % Rec'd*	Var'nc from Expected	% Exp	Expected % Rec'd*	Var'nc from Expected	% Variance	
Water Sales	\$2,496,400	\$1,325,138	\$2,566,160	\$1,465,407	53.1%	10,000	77,228	772.3%	10,000	77,228	772.3%	58.3%	(\$30,664)	58.3%	71,398	714.0%	-1.2%	
Water Connection/Misc. Fees	20,000	2,771	83,332	0	13.9%	83,332	0	0.0%	83,332	0	0.0%	58.3%	(48,583)	58.3%	(48,583)	-58.3%		
Interfund Principal Repayment	82,794	0	1,000	1,169	0.0%	1,000	1,169	116.9%	1,000	1,169	116.9%	58.3%	586	58.3%	586	58.6%		
Misc. Revenues/Insurance	0	44,766	11,073	4,633	N/A	11,073	4,633	41.8%	11,073	4,633	41.8%	58.3%	(1,823)	58.3%	(1,823)	-16.5%		
Interest Earnings	11,901	6,354	\$2,671,565	\$1,548,437	53.4%	\$2,671,565	\$1,548,437	58.0%	\$2,671,565	\$1,548,437	58.0%	58.3%	(\$9,085)	58.3%	(\$9,085)	-0.3%		
Totals:	\$2,611,095	\$1,379,029	\$2,671,565	\$1,548,437	52.8%	\$2,671,565	\$1,548,437	58.0%	\$2,671,565	\$1,548,437	58.0%	58.3%	(\$9,085)	58.3%	(\$9,085)	-0.3%		

WATER FUND (#405) EXPENSES	A		B		C=B/A		D		E		F=E/D		G		H^		I=G-F	
	Budget	July 2013 Actual	Budget	Actual	% Exp'd	July 2014 Budget	Actual	% Exp'd	July 2014 Budget	Actual	% Exp'd	Expected % Exp*	Var'nc from Expected	% Exp	Expected % Exp*	Var'nc from Expected	% Variance	
Operating Expenses	\$1,782,704	\$895,525	\$1,834,545	\$1,020,255	50.2%	\$1,834,545	\$1,020,255	55.6%	\$1,834,545	\$1,020,255	55.6%	58.3%	\$49,285	58.3%	232,732	44.3%	2.7%	
Capital Outlay	640,000	98,686	525,333	73,537	15.4%	525,333	73,537	14.0%	525,333	73,537	14.0%	58.3%	232,732	58.3%	58,001	43.9%	44.3%	
Debt Principal	131,077	18,000	132,077	19,000	13.7%	132,077	19,000	14.4%	132,077	19,000	14.4%	58.3%	58,001	58.3%	4,833	25.1%	43.9%	
Interest Expense	21,690	7,275	19,225	6,375	33.5%	19,225	6,375	33.2%	19,225	6,375	33.2%	58.3%	4,833	58.3%	\$344,851	13.7%	25.1%	
Totals:	\$2,575,471	\$1,019,486	\$2,511,180	\$1,119,167	39.6%	\$2,511,180	\$1,119,167	44.6%	\$2,511,180	\$1,119,167	44.6%	58.3%	\$344,851	58.3%	\$344,851	13.7%	13.7%	

Net Budget/Income/Variance: \$35,624 \$359,543 \$160,385 \$429,270 \$335,766

Key:

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STORM FUND (#406) REVENUES	A		B		C=B/A		D		E		F=E/D		G		H^		I=F-G	
	Budget	July 2013 Actual	Budget	July 2014 Actual	% Rec'd	Budget	July 2014 Actual	% Rec'd	% Rec'd	Actual	% Rec'd	Expected % Rec'd	Expected	Var'nc from Expected	%	Expected	Var'nc from Expected	%
Storm & Surface Water Fees	\$441,674	\$257,652	\$470,284	\$275,898	58.3%	\$470,284	\$275,898	58.7%	58.3%		58.3%	58.3%	\$1,722	0.4%				
Storm Connection/Misc. Fees	0	0	0	4,068	N/A	0	4,068	N/A	58.3%		58.3%	58.3%	4,068	N/A				
Misc. Revenues/Insurance	0	781	0	276	N/A	0	276	N/A	58.3%		58.3%	58.3%	276	N/A				
Interest Earnings	500	0	300	0	0.0%	300	0	0.0%	58.3%		58.3%	58.3%	(175)	-58.3%				
Totals:	\$442,174	\$258,433	\$470,584	\$280,242	58.4%	\$470,584	\$280,242	59.6%	58.3%		58.3%	58.3%	\$5,892	1.3%				

STORM FUND (#406) EXPENSES	A		B		C=B/A		D		E		F=E/D		G		H^		I=G-F	
	Budget	July 2013 Actual	Budget	July 2014 Actual	% Exp'd	Budget	July 2014 Actual	% Exp'd	% Exp'd	Actual	% Exp'd	Expected % Exp'd	Expected	Var'nc from Expected	%	Expected	Var'nc from Expected	%
Operating Expenses	\$345,875	\$211,413	\$452,358	\$215,089	61.1%	\$452,358	\$215,089	47.5%	58.3%		58.3%	58.3%	\$48,636	10.8%				
Capital Outlay	0	0	15,000	0	N/A	15,000	0	N/A	58.3%		58.3%	58.3%	8,745	N/A				
Totals:	\$345,875	\$211,413	\$467,358	\$215,089	61.1%	\$467,358	\$215,089	46.0%	58.3%		58.3%	58.3%	\$57,381	12.3%				

Net Budget/Income/Variance: \$96,299      \$47,020      \$3,226      \$65,153      \$63,272

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AIRPORT FUND (#407) REVENUES	A July 2013		B Actual		C=B/A		D July 2014		E Actual		F=E/D		G Expected % Rec'd*		H^ Var'nc. from Expected		I=F-G % Variance	
	Budget	Actual	% Rec'd	Budget	Actual	% Rec'd	Budget	Actual	% Rec'd	Actual	% Rec'd	% Exp*	Expected	Var'nc. from Expected	% Variance			
Rental Car Tax	\$0	\$0	N/A	\$0	\$43	N/A	\$0	\$43	N/A	\$43	N/A	58.3%	\$43	N/A				
Licenses & Permits	0	0	N/A	0	3,000	N/A	0	3,000	N/A	3,000	N/A	58.3%	3,000	N/A				
Intergovernmental Revenues	0	0	N/A	265,000	0	N/A	265,000	0	0.0%	(154,495)	-58.3%	58.3%	(154,495)	-58.3%				
Charges for Goods and Svcs.	0	0	N/A	500,000	293,041	N/A	500,000	293,041	58.6%	1,541	0.3%	58.3%	1,541	0.3%				
Interest Earnings	0	0	N/A	8,000	109	N/A	8,000	109	1.4%	(4,555)	-56.9%	58.3%	(4,555)	-56.9%				
Rents & Royalties	0	0	N/A	73,203	41,681	N/A	73,203	41,681	56.9%	(996)	-1.4%	58.3%	(996)	-1.4%				
Misc. Revenues/Insurance	0	0	N/A	2,000	1,326	N/A	2,000	1,326	66.3%	160	8.0%	58.3%	160	8.0%				
Capital Contribution - Airport	0	0	N/A	1,672,724	1,730,091	N/A	1,672,724	1,730,091	103.4%	754,893	45.1%	58.3%	754,893	45.1%				
Capital Lease Receipts	0	0	N/A	821,918	487,041	N/A	821,918	487,041	59.3%	7,863	1.0%	58.3%	7,863	1.0%				
Totals:	\$0	\$0	N/A	\$3,342,845	\$2,556,332	N/A	\$3,342,845	\$2,556,332	76.5%	\$604,410	18.2%	58.3%	\$604,410	18.2%				

AIRPORT FUND (#407) EXPENSES	A July 2013		B Actual		C=B/A		D July 2014		E Actual		F=E/D		G Expected % Exp*		H^ Var'nc. from Expected		I=G-F % Variance	
	Budget	Actual	% Exp'd	Budget	Actual	% Exp'd	Budget	Actual	% Exp'd	Actual	% Exp'd	% Exp*	Expected	Var'nc. from Expected	% Variance			
Operating Expenses	0	0	N/A	\$941,045	\$492,200	N/A	\$941,045	\$492,200	52.3%	\$56,429	6.0%	58.3%	\$56,429	6.0%				
Capital Outlay	0	0	N/A	398,500	13,532	N/A	398,500	13,532	3.4%	218,794	54.9%	58.3%	218,794	54.9%				
Principal - G.O. Bonds	0	0	N/A	222,285	109,955	N/A	222,285	109,955	49.5%	19,637	8.8%	58.3%	19,637	8.8%				
Interest Expense	0	0	N/A	93,921	48,148	N/A	93,921	48,148	51.3%	6,608	7.0%	58.3%	6,608	7.0%				
Totals:	\$0	\$0	N/A	\$1,655,751	\$663,835	N/A	\$1,655,751	\$663,835	40.1%	\$301,468	18.2%	58.3%	\$301,468	18.2%				

Net Budget/Income/Variance: \$0 \$1,687,094 \$1,892,497 \$905,878

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**RECOMMENDATION/COUNCIL ACTION DESIRED**

This report is for the Council's information only. No action is necessary.

Reviewed by  City Manager



**CITY OF CHEHALIS**

**AGENDA REPORT**

**DATE:** August 18, 2014

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

**FROM:** Merlin MacReynold, City Manager  
Rick Sahlin, Public Works Director  
Don Schmitt, Street/Storm Superintendent

**SUBJECT:** Ordinance No. 933-B - Dedicating Four (4) Percent of Annual Sales and Use Tax to Road Improvements, Maintenance and Preservation, and Ordinance No. 934-B – Establishing a Transportation Benefit District

**ISSUE**

At the June 23 council meeting, the administration proposed two methods to fund the improvement, maintenance and preservation of City streets. At the meeting it was proposed that further discussion should take place at a council work session.

**DISCUSSION**

A work session was held on August 11 to discuss the funding source options presented by the administration, to include:

**Source One;** dedicate four percent (4%) of the city's annual sales and use tax the city receives for street maintenance, improvement, and preservation, including grind and overlay projects, chip sealing, crack sealing, striping, curb painting, sign maintenance and routine maintenance performed by the Street Division. Using the 2013 Sales & Use Tax Revenue totals this would be approximately \$130,000 annually dedicated for city and street road maintenance and improvement.

**Source Two;** create a Transportation Benefit District (TBD) within the corporate limits of the City of Chehalis and establish an annual vehicle license fee in the amount of twenty dollars and zero cents (\$20.00) consistent with RCW 36.73.065 to be collected by the Washington Department of Licensing on qualifying vehicles, as set forth in RCW 82.80.140 and chapter 36.73 RCW. The members of the Chehalis City Council would be the Governing Board of the Transportation Benefit District. The revenue received from this funding source would be tied to the projects on the City's Six-Year 2015-2020 Transportation Improvement Program (TIP) which is updated annually. The city would receive approximately \$102,000 annually dedicated for projects that are on the city's Six-Year Transportation Program.

The work session provided clarification for the types of maintenance or improvements each potential funding option would provide for; that a Transportation Benefit District would have to be established prior to any funding options passed, and the types of funding options available for a TBD.

Following discussion, the council directed the administration to bring ordinances back for consideration: dedicate 4% of the sales tax – Ord. No. 933-B, and Establish a Transportation Benefit District - Ord. No. 934-B)

**RECOMMENDATION/COUNCIL ACTION DESIRED**

The administration recommends that the council pass Ordinance Nos. 933-B and 934-B on first reading.

**SUGGESTED MOTION**

I move that the council pass Ordinance Nos. 933-B and 934-B on first reading.

REVIEWED BY:  \_\_\_\_\_, City Manager

**ORDINANCE NO. 933-B**

**AN ORDINANCE OF THE CITY OF CHEHALIS, WASHINGTON, DEDICATING FOUR PERCENT (4%) OF ANNUAL SALES AND USE TAX REVENUE BUDGETED BY THE CITY TO ROAD IMPROVEMENTS, MAINTENANCE, AND PRESERVATION PROJECTS, INCLUDING STRUCTURAL REBUILDS, GRIND AND OVERLAYS, OILING, STRIPING AND CURBING, AND PROVIDING FOR AN EFFECTIVE DATE HEREOF.**

**WHEREAS**, the city of Chehalis has responsibility, to the extent of its resources, for the improvement, maintenance, protection, and operation of public ways within the corporate limits of the city; and

**WHEREAS**, the improvement, maintenance, and protection and operation of public ways requires maintaining and preserving existing transportation improvements to avoid accelerated deterioration or catastrophic failure of the improvements which would require significant funds to reconstruct; and

**WHEREAS**, the available funding from the state and federal governmental sources for the preservation and maintenance of the City's transportation infrastructure has been dramatically reduced in recent years due to the results of legislative actions; and

**WHEREAS**, while dedicated revenues have decreased, the on-going annual costs to preserve and maintain the City's transportation infrastructure continue to rise leaving the City unable to adequately preserve and maintain the City's transportation infrastructure; and

**WHEREAS**, State and Federal dollars continue to decrease and the City has limited funding available for necessary transportation improvements, maintenance, and preservation; and

**WHEREAS**, with the reduction of State and Federal funding for local streets it is incumbent upon the City to be proactive concerning the city's transportation infrastructure and consider the fiscal resources available locally; now, therefore, in consideration of the above-referenced recitals,

**THE CITY COUNCIL OF THE CITY OF CHEHALIS, WASHINGTON, DO ORDAIN AS FOLLOWS:**

**Section 1.** Four percent (4%) of the city's annual budgeted sales and use tax revenue shall be, and the same hereby are, dedicated for municipal road improvements, maintenance, and preservation.

**Section 2.** The effective date of this ordinance shall be the 1<sup>st</sup> day of January, 2015.

**PASSED** by the City Council of the city of Chehalis, Washington, and **APPROVED** by its Mayor at a regularly scheduled open public meeting thereof this \_\_\_\_\_ day of \_\_\_\_\_, 2014.

\_\_\_\_\_  
Mayor

Attest:

\_\_\_\_\_  
City Clerk

Approved as to form and content:

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

DRAFT

**ORDINANCE NO. 934-B**

**AN ORDINANCE OF THE COUNCIL OF THE CITY OF CHEHALIS, WASHINGTON, ESTABLISHING A TRANSPORTATION BENEFIT DISTRICT WITHIN THE CORPORATE LIMITS OF THE CITY OF CHEHALIS, SPECIFYING THE MAINTENANCE AND PRESERVATION OF EXISTING TRANSPORTATION IMPROVEMENTS, PROVIDING FOR ADDITIONAL TRANSPORTATION IMPROVEMENTS AND CREATING A NEW CHAPTER 11 OF THE CHEHLAIS MUNICIPAL CODE ENTITLED "CHEHALIS TRANSPORTATION BENEFIT DISTRICT".**

**WHEREAS**, the City of Chehalis has responsibility, to the extent of its resources, for the improvement, maintenance, and protection of public ways within the corporate limits of the City; and

**WHEREAS**, the improvement, maintenance, and protection and operation of public ways requires providing necessary transportation improvements and preserving existing transportation improvements to avoid catastrophic failure of the improvements which would require significant additional funds to reconstruct, as well as their gradual deterioration; and

**WHEREAS**, the number one priority in the "Washington Transportation Plan for 2007-2026" adopted by the Washington Transportation Commission ("State Transportation Plan") is to preserve and extend prior improvements in existing transportation facilities and the services they provide to people and commerce; and

**WHEREAS**, the State Transportation Plan identifies that there is no more fundamental transportation investment than existing system preservation – keeping the physical infrastructure in safe and efficient operation condition; and

**WHEREAS**, The City has limited transportation funding to pay for necessary transportation preservation and maintenance; and

**WHEREAS**, the funding dedicated for the preservation and maintenance of the City's transportation infrastructure has been dramatically reduced in recent years due to the action of several statewide initiatives and a downturn in the economy, however, the ongoing annual costs to preserve and maintain the City's transportation infrastructure continue to rise making it difficult for the City to sufficiently address these issues; and

**WHEREAS**, chapter 36.73 RCW provides for the establishment of transportation benefit districts and for the levying of additional revenue sources for transportation improvements within the District that are consistent with existing state, regional and local transportation plans and necessitated by existing or reasonably foreseeable congestion levels; and

**WHEREAS**, RCW 35.21.225 authorizes the City Council to establish a Transportation Benefit District subject to the provisions of chapter 36.73 RCW; and

**WHEREAS**, the City desires to form a Transportation Benefit District which includes the entire City of Chehalis as the boundaries currently exist or are hereafter expanded due to annexation; and

**WHEREAS**, the City, after giving proper notice, conducted a public hearing on August 25, 2014, and took public comment regarding the proposed establishment of a Transportation Benefit District in accordance with RCW 36.73.050; now, therefore, in consideration of the above-referenced recitals,

**THE CITY COUNCIL OF THE CITY OF CHEHALIS, WASHINGTON, DO ORDAIN AS FOLLOWS:**

**Section 1.** The purpose of this Chapter is to establish a Transportation Benefit District pursuant to RCW 35.21.255 and chapter 36.73 RCW.

**Section 2.** The City Council finds it is in the public interest to form a Transportation Benefit District to provide adequate levels of funding for transportation improvements that are consistent with existing state, regional and local transportation plans and are necessitated by existing or reasonably foreseeable congestion levels, as provided in chapter 36.73 RCW.

The City Council further finds that it is in the public interest to provide for transportation improvements that improve modal connectivity and that protect the City's long term investments in its infrastructure, reduce the risk of transportation facility failure, improve safety, continue optimal performance of the infrastructure over time, and avoid more expensive infrastructure replacements in the future.

The City Council further finds that the City's six-year (2015-2020) Transportation Improvement Program shall be annually updated to identify projects that constitute transportation improvements that may be funded by the TBD (collectively the "TBD Projects") as funding becomes available.

The City Council further finds that annually recurring projects within the City's Six-year Transportation Improvement Program constitute transportation improvements and shall be "TBD Projects," until such time as the District is dissolved under the provisions of chapter 11 CMC, established by the following section.

**Section 3.** A new chapter, Chapter 11 of the Chehalis Municipal Code entitled "Chehalis Transportation Benefit District," is hereby created to read as follows:

**Chapter 11**  
**Transportation Benefit District**

**11.010 Transportation Benefit District Establishment.**

**11.020 Governing Board.**

**11.030 Authority of the District.**

**11.040 Use of Funds.**

**11.050 Dissolution of District.**

**11.060 Liberal Construction.**

**11.010 Transportation Benefit District Establishment.**

There is created a transportation benefit district to be known as the Chehalis Transportation Benefit District or "District" with geographical boundaries comprised of the corporate limits of the City of Chehalis as they currently exist or as they may exist following future annexations.

**11.020 Governing Board.**

- A. The governing board, referred to in this chapter as "Board", of the Transportation Benefit District shall be the Chehalis City Council acting in an *ex officio* and independent capacity, which shall have the authority to exercise the statutory powers set forth in Chapter 36.73 RCW.
- B. Meetings of the District Board shall be governed by the procedural rules applicable to meetings of the City Council, as these rules may be amended by the City Council from time to time. District Board actions shall be taken in the same manner and follow the same procedure as for the adoption of City Council resolutions. Meetings of the District Board shall, whenever possible, take place on the same dates scheduled for City Council meetings.
- C. The Mayor shall serve as the chair of the District Board and shall preside over all meetings of the District Board.
- D. The City Attorney will serve as legal advisor to the District Board, except where separate counsel is engaged by the District or the City Attorney has a conflict of interest.
- E. The treasurer of the Transportation Benefit District shall be the City Finance Manager.
- F. The Board shall develop a material change policy to address major plan changes that affect project delivery or the ability to finance the plan, pursuant to the requirements set forth in RCW 36.73.160(1).
- G. The Board shall issue an annual report, pursuant to the requirements of RCW 36.73.160(2).

**11.030 Authority of the District.**

The Board shall have and may exercise any powers provided by law to fulfill the purpose of the District.

**11.040 Use of Funds.**

The funds generated by the Transportation Benefit District may be used for any purpose allowed by law including to operate the District and to make transportation improvements that are consistent with existing state, regional, and local transportation plans and necessitated by existing or reasonably foreseeable congestion levels pursuant to chapter 36.73 RCW. The transportation improvements funded by the district shall be made in an effort to protect the City's long term investments in its infrastructure, to reduce the risk of transportation facility failure, to improve safety, to continue optimal performance of the infrastructure over time, to avoid more expensive infrastructural replacements in the future and to improve modal connectivity within the City of Chehalis. Additional transportation improvement projects of the district may be funded only after compliance with the provisions of RCW 36.73.050(2).

**11.050 Dissolution of the District.**

The Transportation Benefit District shall be automatically dissolved, pursuant to the procedures set forth in chapter 36.73 RCW, when all indebtedness of the district has been retired and when all of the District's anticipated responsibilities have been satisfied.

**11.060 Liberal Construction.**

As authorized pursuant to Chapter 36.73 RCW, this chapter shall be liberally constructed to permit the accomplishment of its purposes.

Section 4. If one or more sections, subsections, or sentences of this ordinance are held to be unconstitutional or invalid, such decision shall not affect the validity of the remaining portion of this ordinance and the same shall remain in full force and effect.

Section 5. This ordinance shall take effect one day after publication of a summary consisting of the title, pursuant to RCW 35.27.300.

1<sup>st</sup> Reading: \_\_\_\_\_

2<sup>nd</sup> Reading: \_\_\_\_\_

**PASSED** by the City Council of the city of Chehalis, Washington, and **APPROVED** by its Mayor at a regularly scheduled open public meeting thereof this \_\_\_\_\_ day of \_\_\_\_\_, 2014.

\_\_\_\_\_  
Mayor

Attest:



\_\_\_\_\_  
City Clerk

Approved as to form and content:

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

DRAFT

## CITY OF CHEHALIS

### AGENDA REPORT

**DATE:** August 15, 2014

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

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

**SUBJECT:** National Avenue Salzer Creek Bridge Scour Mitigation Project

#### ISSUE

HDJ Design Group, PLLC (HDJ) has submitted two proposed supplemental agreements and a local agency standard contract agreement for architectural/engineering services for the National Avenue Salzer Creek Bridge Scour Project for council review and consideration.

#### DISCUSSION

In December 2012, the city was notified that we received a grant through the Washington State Department of Transportation (WSDOT) and the Federal Highway Bridge Program to do scour work on the National Avenue Salzer Creek Bridge. The grant covers 100 percent of the project, to include project management, engineering/design, and state agency fees. The grant is funded through Local Programs and administered by WSDOT.

In 2013, the city entered into a Local Agency Agreement with WSDOT to assess and correct the bridge scour on the National Avenue Salzer Creek Bridge. At that time, the estimated cost of the project was \$114,000.

In April 2014, the administration selected HDJ to provide project management. Because this is a federally funded project it requires a licensed engineer from a certified firm to manage the project.

In May 2014, the administration sent out a Request for Qualifications (RFQs) to provide for engineering design and environmental documentation, with three proposals received. HDJ and city staff reviewed the proposals and selected ESA Vigil-Agrimis. A consultant agreement has been negotiated in the amount of \$135,935, and is being presented to the council for review and consideration. (Attachment No. 1)

In addition, HDJ has submitted Supplemental Agreement No. 01, amending the project management agreement to include assembly of ad-ready PS&E documents. The additional cost for this work is \$2,016. (Attachment No. 2)

Now that the total consultant fees are known, HDJ has prepared Supplement No. 1 to submit to WSDOT in the amount of \$65,735 requesting additional grant funding to cover the increased consultant and agency fees. This brings the total estimated project funds to \$179,735. (Attachment No. 3)

**RECOMMENDATION/COUNCIL ACTION DESIRED**

The administration recommends that the city council authorize the city manager to execute the following agreements for the National Avenue Salzer Creek Bridge Scour Mitigation Project: Local Agency Standard Consultant Agreement between the city and ESA Vigil-Agrimis for architectural/engineering consulting services to include scour mitigation design in the amount of \$135,935 (Attachment No. 1); Supplemental Agreement No. 01 between the city and HDJ, amending scope of work for project management in the amount of \$2,016 (Attachment No. 2); and Local Agency Agreement Supplement No. 1 between the city and WSDOT in the amount of \$65,735, increasing the funding to cover the additional consultant and agency fees.

**SUGGESTED MOTION**

I move that the council authorize the city manager to execute the Local Agency Standard Consultant Agreement between the city and ESA Virgil-Agrimis in the amount of \$135,935 for architectural/engineering consulting services; Supplemental Agreement No. 01 between the city and HDJ, amending the scope of work for project management in the amount of \$2,016; and Local Agency Agreement Supplement No. 1 between the city and WSDOT in the amount of \$65,735, increasing the grant funding for the National Avenue Salzer Creek Scour Mitigation Project.

REVIEWED BY:  \_\_\_\_\_, City Manager

<b>Local Agency Standard Consultant Agreement</b>	Consultant/Address/Telephone ESA Vigil-Agrimis Attn: Ken Vigil 819 SE Morrison St. Suite 310 Portland OR 97214 (503) 274-2010	
<input checked="" type="checkbox"/> Architectural/Engineering Agreement <input type="checkbox"/> Personal Services Agreement		
Agreement Number		
Federal Aid Number BHM-5661(002)	Project Title And Work Description National Avenue Bridge At Salzer Creek - Scour Mitigation Services	
Agreement Type (Choose one) <input type="checkbox"/> <b>Lump Sum</b> Lump Sum Amount \$ _____ <input type="checkbox"/> <b>Cost Plus Fixed Fee</b> Overhead Progress Payment Rate _____ % Overhead Cost Method <input type="checkbox"/> Actual Cost <input type="checkbox"/> Actual Cost Not To Exceed _____ % <input type="checkbox"/> Fixed Overhead Rate _____ % Fixed Fee \$ _____	DBE Participation <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No _____ %	
<input checked="" type="checkbox"/> <b>Specific Rates Of Pay</b> <input checked="" type="checkbox"/> Negotiated Hourly Rate <input type="checkbox"/> Provisional Hourly Rate <input type="checkbox"/> <b>Cost Per Unit of Work</b>	Federal ID Number or Social Security Number 93-1262063	
	Do you require a 1099 for IRS? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Completion Date 12-31-15
	Total Amount Authorized \$ 135,935	
	Management Reserve Fund \$ 0	
	Maximum Amount Payable \$ 135,935	

## Index of Exhibits (Check all that apply):

- |   |  |
|---|--|
| <input checked="" type="checkbox"/> Exhibit A-1 Scope of Work             | <input checked="" type="checkbox"/> Exhibit G-2 Fee-Sub Specific Rates                   |
| <input type="checkbox"/> Exhibit A-2 Task Order Agreement                 | <input checked="" type="checkbox"/> Exhibit G-3 Sub Overhead Cost                        |
| <input type="checkbox"/> Exhibit B-1 DBE Utilization Certification        | <input checked="" type="checkbox"/> Exhibit H Title VI Assurances                        |
| <input checked="" type="checkbox"/> Exhibit C Electronic Exchange of Data | <input checked="" type="checkbox"/> Exhibit I Payment Upon Termination of Agreement      |
| <input type="checkbox"/> Exhibit D-1 Payment - Lump Sum                   | <input checked="" type="checkbox"/> Exhibit J Alleged Consultant Design Error Procedures |
| <input type="checkbox"/> Exhibit D-2 Payment - Cost Plus                  | <input checked="" type="checkbox"/> Exhibit K Consultant Claim Procedures                |
| <input checked="" type="checkbox"/> Exhibit D-3 Payment - Hourly Rate     | <input type="checkbox"/> Exhibit L Liability Insurance Increase                          |
| <input type="checkbox"/> Exhibit D-4 Payment - Provisional                | <input checked="" type="checkbox"/> Exhibit M-1a Consultant Certification                |
| <input checked="" type="checkbox"/> Exhibit E Project Budget              | <input checked="" type="checkbox"/> Exhibit M-1b Agency Official Certification           |
| <input type="checkbox"/> Exhibit E-1 Fee - Lump/Fixed/Unit                | <input checked="" type="checkbox"/> Exhibit M-2 Certification - Primary                  |
| <input checked="" type="checkbox"/> Exhibit E-2 Fee - Specific Rates      | <input checked="" type="checkbox"/> Exhibit M-3 Lobbying Certification                   |
| <input checked="" type="checkbox"/> Exhibit F Overhead Cost               | <input checked="" type="checkbox"/> Exhibit M-4 Pricing Data Certification               |
| <input checked="" type="checkbox"/> Exhibit G Subcontracted Work          | <input type="checkbox"/> App. 31.910 Supplemental Signature Page                         |
| <input type="checkbox"/> Exhibit G-1 Subconsultant Fee                    |  |

THIS AGREEMENT, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_,  
between the Local Agency of City of Chehalis, Washington, hereinafter called the "AGENCY",  
and the above organization hereinafter called the "CONSULTANT".

**WITNESSETH THAT:**

**WHEREAS**, the AGENCY desires to accomplish the above referenced project, and

**WHEREAS**, the AGENCY does not have sufficient staff to meet the required commitment and therefore deems it advisable and desirable to engage the assistance of a CONSULTANT to provide the necessary services for the PROJECT; and

**WHEREAS**, the CONSULTANT represents that he/she is in compliance with the Washington State Statutes relating to professional registration, if applicable, and has signified a willingness to furnish Consulting services to the AGENCY,

**NOW THEREFORE**, in consideration of the terms, conditions, covenants and performance contained herein, or attached and incorporated and made a part hereof, the parties hereto agree as follows:

### **I General Description of Work**

The work under this AGREEMENT shall consist of the above described work and services as herein defined and necessary to accomplish the completed work for this PROJECT. The CONSULTANT shall furnish all services, labor, and related equipment necessary to conduct and complete the work as designated elsewhere in this AGREEMENT.

### **II Scope of Work**

The Scope of Work and projected level of effort required for this PROJECT is detailed in Exhibit "A" attached hereto and by this reference made a part of this AGREEMENT.

### **III General Requirements**

All aspects of coordination of the work of this AGREEMENT with outside agencies, groups, or individuals shall receive advance approval by the AGENCY. Necessary contacts and meetings with agencies, groups, and/or individuals shall be coordinated through the AGENCY. The CONSULTANT shall attend coordination, progress and presentation meetings with the AGENCY and/or such Federal, State, Community, City or County officials, groups or individuals as may be requested by the AGENCY. The AGENCY will provide the CONSULTANT sufficient notice prior to meetings requiring CONSULTANT participation. The minimum required hours or days notice shall be agreed to between the AGENCY and the CONSULTANT and shown in Exhibit "A."

The CONSULTANT shall prepare a monthly progress report, in a form approved by the AGENCY, which will outline in written and graphical form the various phases and the order of performance of the work in sufficient detail so that the progress of the work can easily be evaluated.

The CONSULTANT, and each SUBCONSULTANT, shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The CONSULTANT, and each SUBCONSULTANT, shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of USDOT-assisted contracts. Failure by the CONSULTANT to carry out these requirements is a material breach of this AGREEMENT that may result in the termination of this AGREEMENT.

Participation for Disadvantaged Business Enterprises (DBE), if required, per 49 CFR Part 26, or participation of Minority Business Enterprises (MBE), and Women Business Enterprises (WBE), shall be shown on the heading of this AGREEMENT. If D/M/WBE firms are utilized, the amounts authorized to each firm and their certification number will be shown on Exhibit "B" attached hereto and by this reference made a part of this AGREEMENT. If the Prime CONSULTANT is a DBE firm they must comply with the Commercial Useful Function (CUF) regulation outlined in the AGENCY'S "DBE Program Participation Plan". The mandatory DBE participation goals of the AGREEMENT are those established by the WSDOT'S Highway and Local Programs Project Development Engineer in consultation with the AGENCY.

All Reports, PS&E materials, and other data furnished to the CONSULTANT by the AGENCY shall be returned. All electronic files, prepared by the CONSULTANT, must meet the requirements as outlined in Exhibit "C."

All designs, drawings, specifications, documents, and other work products, including all electronic files, prepared by the CONSULTANT prior to completion or termination of this AGREEMENT are instruments of service for this PROJECT, and are the property of the AGENCY. Reuse by the AGENCY or by others, acting through or on behalf of the AGENCY of any such instruments of service, not occurring as a part of this PROJECT, shall be without liability or legal exposure to the CONSULTANT.

#### **IV Time for Beginning and Completion**

The CONSULTANT shall not begin any work under the terms of this AGREEMENT until authorized in writing by the AGENCY.

All work under this AGREEMENT shall be completed by the date shown in the heading of this AGREEMENT under completion date.

The established completion time shall not be extended because of any delays attributable to the CONSULTANT, but may be extended by the AGENCY in the event of a delay attributable to the AGENCY, or because of unavoidable delays caused by an act of GOD or governmental actions or other conditions beyond the control of the CONSULTANT. A prior supplemental agreement issued by the AGENCY is required to extend the established completion time.

#### **V Payment Provisions**

The CONSULTANT shall be paid by the AGENCY for completed work and services rendered under this AGREEMENT as provided in Exhibit "D" attached hereto, and by reference made part of this AGREEMENT. Such payment shall be full compensation for work performed or services rendered and for all labor, materials, supplies, equipment, and incidentals necessary to complete the work. The CONSULTANT shall conform to all applicable portions of 48 CFR Part 31.

A post audit may be performed on this AGREEMENT. The need for a post audit will be determined by the State Auditor, WSDOT External Audit Office and/or at the request of the AGENCY'S PROJECT Manager.

#### **VI Sub-Contracting**

The AGENCY permits sub-contracts for those items of work as shown in Exhibit "G" attached hereto and by this reference made part of this AGREEMENT.

Compensation for this sub-consultant work shall be based on the cost factors shown on Exhibit "G."

The work of the sub-consultant shall not exceed its maximum amount payable unless a prior written approval has been issued by the AGENCY.

All reimbursable direct labor, overhead, direct non-salary costs and fixed fee costs for the sub-consultant shall be substantiated in the same manner as outlined in Section V. All sub-contracts shall contain all applicable provisions of this AGREEMENT.

With respect to sub-consultant payment, the CONSULTANT shall comply with all applicable sections of the Prompt Payment laws as set forth in RCW 39.04.250 and RCW 39.76.011.

The CONSULTANT shall not sub-contract for the performance of any work under this AGREEMENT without prior written permission of the AGENCY. No permission for sub-contracting shall create, between the AGENCY and sub-contractor, any contract or any other relationship. A DBE certified sub-consultant is required to perform a minimum amount of their sub-contracted agreement that is established by the WSDOT Highways and Local Programs Project Development Engineer in consultation with the AGENCY.

#### **VII Employment**

The CONSULTANT warrants that they have not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT, to solicit or secure this contract, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the CONSULTANT, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or making of this contract. For breach or violation of this warrant, the AGENCY shall have the right to annul this AGREEMENT without liability or, in its discretion, to deduct from the AGREEMENT price or consideration or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

Any and all employees of the CONSULTANT or other persons while engaged in the performance of any work or services required of the CONSULTANT under this AGREEMENT, shall be considered employees of the CONSULTANT only and not of the AGENCY, and any and all claims that may arise under any Workmen's Compensation Act on behalf of said employees or other persons while so engaged, and any and all claims made by a

third party as a consequence of any act or omission on the part of the CONSULTANT'S employees or other persons while so engaged on any of the work or services provided to be rendered herein, shall be the sole obligation and responsibility of the CONSULTANT.

The CONSULTANT shall not engage, on a full- or part-time basis, or other basis, during the period of the contract, any professional or technical personnel who are, or have been, at any time during the period of the contract, in the employ of the United States Department of Transportation, or the STATE, or the AGENCY, except regularly retired employees, without written consent of the public employer of such person.

### **VIII Nondiscrimination**

During the performance of this contract, the CONSULTANT, for itself, its assignees, and successors in interest agrees to comply with the following laws and regulations:

Title VI of the Civil Rights Act of 1964  
(42 USC Chapter 21 Subchapter V Section 2000d through 2000d-4a)

Federal-aid Highway Act of 1973  
(23 USC Chapter 3 Section 324)

Rehabilitation Act of 1973  
(29 USC Chapter 16 Subchapter V Section 794)

Age Discrimination Act of 1975  
(42 USC Chapter 76 Section 6101 et seq.)

Civil Rights Restoration Act of 1987  
(Public Law 100-259)

American with Disabilities Act of 1990  
(42 USC Chapter 126 Section 12101 et. seq.)

49 CFR Part 21

23 CFR Part 200

RCW 49.60.180

In relation to Title VI of the Civil Rights Act of 1964, the CONSULTANT is bound by the provisions of Exhibit "H" attached hereto and by this reference made part of this AGREEMENT, and shall include the attached Exhibit "H" in every sub-contract, including procurement of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto.

### **IX Termination of Agreement**

The right is reserved by the AGENCY to terminate this AGREEMENT at any time upon ten (10) days written notice to the CONSULTANT.

In the event this AGREEMENT is terminated by the AGENCY other than for default on the part of the CONSULTANT, a final payment shall be made to the CONSULTANT as shown in Exhibit "I" for the type of AGREEMENT used.

No payment shall be made for any work completed after ten (10) days following receipt by the CONSULTANT of the Notice to Terminate. If the accumulated payment made to the CONSULTANT prior to Notice of Termination exceeds the total amount that would be due when computed as set forth herein above, then no final payment shall be due and the CONSULTANT shall immediately reimburse the AGENCY for any excess paid.

If the services of the CONSULTANT are terminated by the AGENCY for default on the part of the CONSULTANT, the above formula for payment shall not apply.

In such an event, the amount to be paid shall be determined by the AGENCY with consideration given to the actual costs incurred by the CONSULTANT in performing the work to the date of termination, the amount of work originally required which was satisfactorily completed to date of termination, whether that work is in a form or a type which is usable to the AGENCY at the time of termination, the cost to the AGENCY of employing another firm to complete the work required and the time which may be required to do so, and other factors which affect the value to the AGENCY of the work performed at the time of termination.

Under no circumstances shall payment made under this subsection exceed the amount, which would have been made using the formula set forth above.

If it is determined for any reason that the CONSULTANT was not in default or that the CONSULTANT'S failure to perform is without the CONSULTANT'S or it's employee's default or negligence, the termination shall be deemed to be a termination for the convenience of the AGENCY. In such an event, the CONSULTANT would be reimbursed for actual costs in accordance with the termination for other than default clauses listed previously.

In the event of the death of any member, partner or officer of the CONSULTANT or any of its supervisory personnel assigned to the PROJECT, or dissolution of the partnership, termination of the corporation, or disaffiliation of the principally involved employee, the surviving members of the CONSULTANT hereby agree to complete the work under the terms of this AGREEMENT, if requested to do so by the AGENCY. This subsection shall not be a bar to renegotiation of the AGREEMENT between the surviving members of the CONSULTANT and the AGENCY, if the AGENCY so chooses.

In the event of the death of any of the parties listed in the previous paragraph, should the surviving members of the CONSULTANT, with the AGENCY'S concurrence, desire to terminate this AGREEMENT, payment shall be made as set forth in the second paragraph of this section.

Payment for any part of the work by the AGENCY shall not constitute a waiver by the AGENCY of any remedies of any type it may have against the CONSULTANT for any breach of this AGREEMENT by the CONSULTANT, or for failure of the CONSULTANT to perform work required of it by the AGENCY. Forbearance of any rights under the AGREEMENT will not constitute waiver of entitlement to exercise those rights with respect to any future act or omission by the CONSULTANT.

### **X Changes of Work**

The CONSULTANT shall make such changes and revisions in the complete work of this AGREEMENT as necessary to correct errors appearing therein, when required to do so by the AGENCY, without additional compensation thereof. Should the AGENCY find it desirable for its own purposes to have previously satisfactorily completed work or parts thereof changed or revised, the CONSULTANT shall make such revisions as directed by the AGENCY. This work shall be considered as Extra Work and will be paid for as herein provided under Section XIV.

### **XI Disputes**

Any dispute concerning questions of fact in connection with the work not disposed of by AGREEMENT between the CONSULTANT and the AGENCY shall be referred for determination to the Director of Public Works or AGENCY Engineer, whose decision in the matter shall be final and binding on the parties of this AGREEMENT; provided, however, that if an action is brought challenging the Director of Public Works or AGENCY Engineer's decision, that decision shall be subject to de novo judicial review. If the parties to this AGREEMENT mutually agree, disputes concerning alleged design errors will be conducted under the procedures found in Exhibit "J", and disputes concerning claims will be conducted under the procedures found in Exhibit "K".

### **XII Venue, Applicable Law, and Personal Jurisdiction**

In the event that either party deems it necessary to institute legal action or proceedings to enforce any right or obligation under this AGREEMENT, the parties hereto agree that any such action shall be initiated in the Superior court of the State of Washington, situated in the county in which the AGENCY is located. The parties hereto agree that all questions shall be resolved by application of Washington law and that the parties to such action shall have the right of appeal from such decisions of the Superior court in accordance with the laws of the State of Washington. The CONSULTANT hereby consents to the personal jurisdiction of the Superior court of the State of Washington, situated in the county in which the AGENCY is located.



### **XIII Legal Relations**

The CONSULTANT shall comply with all Federal, State, and local laws and ordinances applicable to the work to be done under this AGREEMENT. This contract shall be interpreted and construed in accordance with the laws of the State of Washington.

The CONSULTANT shall indemnify and hold the AGENCY and the STATE and its officers and employees harmless from and shall process and defend at its own expense all claims, demands, or suits at law or equity arising in whole or in part from the CONSULTANT'S negligence or breach of any of its obligations under this AGREEMENT; provided that nothing herein shall require a CONSULTANT to indemnify the AGENCY or the STATE against and hold harmless the AGENCY or the STATE from claims, demands or suits based solely upon the conduct of the AGENCY or the STATE, their agents, officers and employees; and provided further that if the claims or suits are caused by or result from the concurrent negligence of (a) the CONSULTANT'S agents or employees, and (b) the AGENCY or the STATE, their agents, officers and employees, this indemnity provision with respect to (1) claims or suits based upon such negligence (2) the costs to the AGENCY or the STATE of defending such claims and suits shall be valid and enforceable only to the extent of the CONSULTANT'S negligence or the negligence of the CONSULTANT'S agents or employees.

The CONSULTANT'S relation to the AGENCY shall be at all times as an independent contractor.

The CONSULTANT shall comply with all applicable sections of the applicable Ethics laws, including RCW 42.23, which is the Code of Ethics for regulating contract interest by municipal officers. The CONSULTANT specifically assumes potential liability for actions brought by the CONSULTANT'S own employees against the AGENCY and, solely for the purpose of this indemnification and defense, the CONSULTANT specifically waives any immunity under the state industrial insurance law, Title 51 RCW.

Unless otherwise specified in the AGREEMENT, the AGENCY shall be responsible for administration of construction contracts, if any, on the PROJECT. Subject to the processing of a new sole source, or an acceptable supplemental agreement, the CONSULTANT shall provide On-Call assistance to the AGENCY during contract administration. By providing such assistance, the CONSULTANT shall assume no responsibility for: proper construction techniques, job site safety, or any construction contractor's failure to perform its work in accordance with the contract documents.

The CONSULTANT shall obtain and keep in force during the terms of the AGREEMENT, or as otherwise required, the following insurance with companies or through sources approved by the State Insurance Commissioner pursuant to Title 48 RCW.

#### **Insurance Coverage**

- A. Worker's compensation and employer's liability insurance as required by the STATE.
- B. Commercial general liability and property damage insurance in an aggregate amount not less than two million dollars (\$2,000,000) for bodily injury, including death and property damage. The per occurrence amount shall not exceed one million dollars (\$1,000,000).
- C. Vehicle liability insurance for any automobile used in an amount not less than a one million dollar (\$1,000,000) combined single limit.

Excepting the Worker's Compensation Insurance and any Professional Liability Insurance secured by the CONSULTANT, the AGENCY will be named on all policies as an additional insured. The CONSULTANT shall furnish the AGENCY with verification of insurance and endorsements required by the AGREEMENT. The AGENCY reserves the right to require complete, certified copies of all required insurance policies at any time.

All insurance shall be obtained from an insurance company authorized to do business in the State of Washington. The CONSULTANT shall submit a verification of insurance as outlined above within fourteen (14) days of the execution of this AGREEMENT to the AGENCY.

No cancellation of the foregoing policies shall be effective without thirty (30) days prior notice to the AGENCY.

The CONSULTANT'S professional liability to the AGENCY shall be limited to the amount payable under this AGREEMENT or one million (\$1,000,000) dollars, whichever is the greater, unless modified by Exhibit "L". In no case shall the CONSULTANT'S professional liability to third parties be limited in any way.

The AGENCY will pay no progress payments under Section V until the CONSULTANT has fully complied with this section. This remedy is not exclusive; and the AGENCY and the STATE may take such other action as is available to it under other provisions of this AGREEMENT, or otherwise in law.

#### **XIV Extra Work**

- A. The AGENCY may at any time, by written order, make changes within the general scope of the AGREEMENT in the services to be performed.
- B. If any such change causes an increase or decrease in the estimated cost of, or the time required for, performance of any part of the work under this AGREEMENT, whether or not changed by the order, or otherwise affects any other terms and conditions of the AGREEMENT, the AGENCY shall make an equitable adjustment in the (1) maximum amount payable; (2) delivery or completion schedule, or both; and (3) other affected terms and shall modify the AGREEMENT accordingly.
- C. The CONSULTANT must submit any "request for equitable adjustment", hereafter referred to as "CLAIM", under this clause within thirty (30) days from the date of receipt of the written order. However, if the AGENCY decides that the facts justify it, the AGENCY may receive and act upon a CLAIM submitted before final payment of the AGREEMENT.
- D. Failure to agree to any adjustment shall be a dispute under the Disputes clause. However, nothing in this clause shall excuse the CONSULTANT from proceeding with the AGREEMENT as changed.
- E. Notwithstanding the terms and conditions of paragraphs (A) and (B) above, the maximum amount payable for this AGREEMENT, shall not be increased or considered to be increased except by specific written supplement to this AGREEMENT.

#### **XV Endorsement of Plans**

If applicable, the CONSULTANT shall place their endorsement on all plans, estimates, or any other engineering data furnished by them.

#### **XVI Federal and State Review**

The Federal Highway Administration and the Washington State Department of Transportation shall have the right to participate in the review or examination of the work in progress.

#### **XVII Certification of the Consultant and the Agency**

Attached hereto as Exhibit "M-1(a and b)" are the Certifications of the CONSULTANT and the AGENCY, Exhibit "M-2" Certification Regarding Debarment, Suspension and Other Responsibility Matters - Primary Covered Transactions, Exhibit "M-3" Certification Regarding the Restrictions of the Use of Federal Funds for Lobbying and Exhibit "M-4" Certificate of Current Cost or Pricing Data. Exhibit "M-3" is required only in AGREEMENTS over \$100,000 and Exhibit "M-4" is required only in AGREEMENTS over \$500,000.

#### **XVIII Complete Agreement**

This document and referenced attachments contain all covenants, stipulations, and provisions agreed upon by the parties. No agent, or representative of either party has authority to make, and the parties shall not be bound by or be liable for, any statement, representation, promise or agreement not set forth herein. No changes, amendments, or modifications of the terms hereof shall be valid unless reduced to writing and signed by the parties as an amendment to this AGREEMENT.

#### **XIX Execution and Acceptance**

This AGREEMENT may be simultaneously executed in several counterparts, each of which shall be deemed to be an original having identical legal effect. The CONSULTANT does hereby ratify and adopt all statements, representations, warranties, covenants, and agreements contained in the proposal, and the supporting material submitted by the CONSULTANT, and does hereby accept the AGREEMENT and agrees to all of the terms and conditions thereof.

In witness whereof, the parties hereto have executed this AGREEMENT as of the day and year shown in the "Execution Date" box on page one (1) of this AGREEMENT.

By \_\_\_\_\_ By \_\_\_\_\_

Consultant \_\_\_\_\_ Agency \_\_\_\_\_

## **Exhibit A-1 Scope of Work**

*August 13<sup>th</sup>, 2014*

### ***Environmental Services for***

#### **National Avenue Bridge at Salzer Creek - Scour Mitigation Services**

This Scope of Work is provided in accordance with the Local Agency Standard Consultant Agreement for Consulting Services for Scour Mitigation Design, by and between The City of Chehalis, Washington, after this called "City," a municipal corporation of the State of Washington, and Environmental Science Associates Vigil-Agrimis, after this called "Consultant or ESA VA." All provisions outlined in the Local Agency Standard Consultant Agreement shall apply to work performed by the Consultant in the execution of this scour mitigation project.

#### **Understanding**

The City of Chehalis is concerned with scour issues at the National Avenue Bridge over Salzer Creek. The City would like the ESA Vigil Agrimis (ESA VA) team to provide them with analyzing hydraulic scour analysis, designing scour countermeasures, reviewing bridge structural concerns, and providing permitting assistance for this project. ESA VA will be supported on this project by Hopper Dennis Jellison Design Group (HDJ) for surveying and Epic Land Solutions, Inc. for construction access permits. The Consultant team understands that the City would like to construct the countermeasures in the summer of 2015.

#### **Task 1. Topographic Survey**

The ESA VA sub consultant HDJ will perform the following tasks: research public records for surveys, road notes and order title reports for two (2) adjoining properties, establish horizontal and vertical control points, collect four (4) hydraulic cross sections – 2 upstream and two downstream of the existing bridge, perform a topographic survey over an area described as: A strip of land, 200 feet in width (75 feet easterly and 125 feet westerly) from the centerline of National Avenue starting 125 feet north of Salzer Creek and extending 250 feet southerly along National Avenue. The survey of the project site will be stamped by a professional land surveyor licensed in the State of Washington.

#### ***Deliverables:***

- *Topographic survey, base map, contours and point files in AutoCAD/Civil 3D format*

## **Task 2. Field Investigations and Existing Document Review**

ESA VA staff will conduct field investigations and review available bridge scour documents to support design and evaluate the bridge site. Field investigations will focus on evaluating existing scour conditions and site geomorphology to support the design process.

### ***Assumptions/Exclusions:***

- *The Consultant assumes that 2 site visits, each approximately 5 hours long will be required.*

## **Task 3. Hydrology and Hydraulics**

### ***Task 3A. Hydrology and Hydraulic Analysis***

ESA VA engineers will complete site hydrology, hydraulics, and geomorphic analysis to support the scour countermeasure design. These analyses will conform to Washington State Department of Transportation (WSDOT) and Federal Highways Administration (FHWA) standards. The hydrologic analysis of Salzer Creek will determine various storm frequency flow rates. Flow rates of interest may include the 2,10,25,50,100, and 500-year flow rates.

The Consultant will perform a floodplain analysis and scour analysis to support project design and permitting. Both analyses will be supported by the hydraulic modeling effort. The floodplain analysis will involve a comparison of existing and proposed hydraulic models to evaluate the potential for an increase in the elevation of the 100 year floodplain and support the City of Chehalis Floodplain Development Permit process.

Investigators understand that there are currently multiple floodplain maps being reviewed in the County and the City is in the process of obtaining the existing HEC-RAS model from Watershed Sciences. ESA VA will review this hydraulic model and advise the City on its applicability for this project. The investigators assume that this model will be appropriate to use for this project and will modify it, as necessary, to complete our analysis.

The investigators will use HEC-RAS to evaluate site hydraulics by developing a project specific existing and proposed conditions model. The existing conditions model will be updated to include the most recent Salzer Creek survey information at the site. This model will further be updated to include the proposed design in order to develop the proposed conditions model.

The scour analysis will be based on using the results of the existing conditions hydraulic model of the project site to review bridge scour following WSDOT and FHWA scour analysis guidelines.

The work under this task will be used to support the floodplain analysis technical memorandum (Task 3B), scour countermeasure design (Task 4), and City of Chehalis Floodplain Development Permit (Task 5I).

### ***Assumptions/Exclusions:***

- *A HEC-RAS floodplain model will be available to update for this project and a new HEC-RAS model will not need to be created from scratch.*
- *The HEC-RAS floodplain model of Salzer Creek will be provided by the City.*

### **Task 3B. Floodplain Analysis Technical Memorandum**

ESA VA investigators will develop a technical memorandum to document the results of their floodplain analysis. The floodplain technical memorandum will be developed to support the City of Chehalis Floodplain Development Permit Application. The Consultant expects this memorandum to be on the order of 5 to 8 pages (including appendices).

#### ***Deliverables:***

- *Draft and Final Floodplain Analysis Technical Memorandum*

### **Task 4. Scour Countermeasure Design**

ESA VA Engineers will develop scour countermeasure designs and prepare construction drawings and specifications that conform to FHWA and WSDOT design standards. Construction drawings will include existing conditions, proposed design, erosion control, in water work isolation, and planting plans (as needed, see below) through the use of plans, profiles, sections, and details. The Consultant estimates that a total of 10 construction drawings will be needed to illustrate the design.

Obtaining the regulatory approvals listed in Task 5 (Permitting) may require the restoration of temporary disturbance areas and mitigation for unavoidable permanent impacts to sensitive resources (in-stream aquatic habitat, riparian vegetation, and wetlands/wetland buffers). The details of any required restoration/mitigation will be determined after site resources are clearly identified/characterized and after the design is at a level sufficient to assess project impacts. The designers assume that a planting plan and details (2 sheets) will be sufficient mitigation design at this time. The Consultant will incorporate mitigation measures (planting plan and detail) into the project's 60% Design, 90% design and Final construction documents, as appropriate.

A construction cost estimate and design overview memorandum will be included with each plan review set. The construction cost estimate will be primarily developed using bid costs from previous projects. The design overview memorandum will be a brief (1-2 page) memorandum that summarizes design objectives, criteria, and key assumptions.

Specifications will follow WSDOT 2014 format. We assume that the City's representative will develop the bid book for the project and the Consultant will assist by updating standard specifications and developing contract provisions. Approximately 1 contract provision and 4 updates to standard specifications are anticipated. Specifications will accompany the 90 percent and Final Design submittals to the City. The Consultant will also prepare cost estimates to accompany each set of design phase drawings.

#### ***Assumptions/Exclusions:***

- *The City's representative will develop the bid book for the project.*
- *The designers assume that a planting plan and details (2 sheets) will be sufficient mitigation design at this time.*

### ***TASK 4A. 30% Plans and Cost Estimate***

ESA VA will prepare 30% plans and cost estimate that focus on the scour countermeasures design.

***Deliverables:***

- *30% Design Overview Memorandum*
- *30% Plans and cost estimate for scour countermeasure design (PDF Format).*

***Task 4B. 60% Plans, Specifications List, and Cost Estimate (PSE)***

ESA VA will prepare 60% plans, specifications (contract provisions) outline, and cost estimate for the items discussed in Task 4.

***Deliverables:***

- *60% Design Overview Memorandum*
- *60% plans, contract provisions outline, and cost estimate for design items described in Task 4 (PDF Format).*

***Task 4C. 90% Plans Specifications and Cost Estimate (PSE)***

ESA VA will prepare 90% plans, contract provisions, and cost estimate for the items discussed in Task 4.

***Deliverables:***

- *90% Design Overview Memorandum*
- *90% plans, contract provisions, and cost estimate for design items described in Task 4 (PDF Format).*

***Task 4D. Final PSE***

ESA VA will prepare Final stamped plans, full contract provisions, bid items list, and stamped engineers estimate for the items discussed in Task 4.

***Deliverables:***

- *Final Design Overview Memorandum*
- *Final full sized stamped plans, full contract provisions, bid items list, and stamped cost estimate for design items described in Task 4 (Hard Copy and PDF Format).*

**Task 5. Permitting**

All permitting items listed in Task 5 will be completed by ESA VA staff.

***Task 5A. U.S. Army Corps of Engineers Section 404 Permit***

The Consultant will prepare a Joint Aquatic Resources Permit Application (JARPA) to facilitate the U.S. Army Corps of Engineers (USACE) review of the project for a Section 404. (Clean Water Act) Permit, which is required for discharges of dredge/fill material into waters of the U.S. The application will include a completed standard JARPA form and permit drawings that address USACE submittal requirements for content and format. The Consultant will coordinate with the USACE during the review process to answer questions, respond to comments, and generally try to promote an efficient and timely review.

***Deliverables:***

- *Draft and Final Joint Aquatic Resources Permit Application (JARPA)*

***Assumptions/Exclusions:***

- *The project will be authorized under an existing USACE Nationwide Permit (no Individual Permit required).*
- *The project will have no effect on species listed as Threatened or Endangered under the federal Endangered Species Act (See Task 5B). Therefore, a Biological Assessment will not be required, and a Section 7 ESA Consultation with NMFS/USFWS will not be required prior to Corps issuance of the Section 404 Permit.*

***Task 5B. Endangered Species Act Letter of No Effect and Essential Fish Habitat Assessment for Magnuson-Stevens Fisheries Conservation and Management Act Consultation***

Federal funding and authorizing agencies such as the FHWA are required to consult with the National Marine Fisheries Service (NMFS) and the U.S. Fish and Wildlife Service (USFWS) on actions that may affect Endangered Species Act-protected species. Federal agencies are also required to consult with NFMS on actions that may adversely affect Essential Fish Habitat (EFH) protected under the federal Magnuson-Stevens Fisheries Conservation and Management Act (MSA). ESA-listed fish species are not expected to use Salzer Creek in the project vicinity. Salzer Creek is considered EFH for Pacific salmon due to its use by coho salmon.

The Consultant will evaluate the project's potential to impact species listed as Threatened or Endangered under the Endangered Species Act. If it is determined that the project will have no effect on listed species, the Consultant will prepare a Letter of No Effect to document the review. The Letter of No Effect would be submitted to WSDOT to satisfy its ESA documentation requirements as FHWA's representative. If it is determined that the project may affect a listed species (e.g., a listed plant), additional documentation (e.g., a Biological Assessment) may be required that would require an amendment to this contract.

The Consultant will also prepare an EFH Assessment to evaluate and document the project's potential to affect Pacific salmon EFH. The report will be prepared in accordance with WSDOT guidance for EFH Assessments and include a project description, an evaluation of anticipated impacts to EFH, and an identification of proposed EFH impact avoidance, minimization, and mitigation measures, as appropriate. We expect the EFH Assessment will be submitted to WSDOT, which, as FHWA's authorized agent, will submit the report to NMFS for review/consultation.

***Deliverables:***

- *Draft Letter of No Effect and EFH Assessment to City of Chehalis*
- *Draft Letter of No Effect and EFH Assessment to WSDOT (incorporating City comments)*
- *Final Letter of No Effect and EFH Assessment to WSDOT*



***Assumptions/Exclusions:***

- *The project will have no effect on ESA-listed species, and a Biological Assessment will not be required.*
- *FHWA/WSDOT will be the federal lead for the MSA Consultation.*

***Task 5C. Washington Department of Fish and Wildlife Hydraulic Project Approval***

Written specifically to protect fish life, the state Hydraulic Code requires anyone planning certain construction projects or activities in or near state water to obtain a Hydraulic Project Approval (HPA) from the Washington Department of Fish and Wildlife (WDFW). WDFW administers the HPA permitting program under the rules of Chapter 220-110 of the Washington Administrative Code (WAC).

The Consultant will prepare an application for an HPA using WDFW's online Aquatic Protection Permitting System (APPS). The application will include project location information, a detailed project description, impacts to Salzer Creek, impact avoidance and minimization measures, and any mitigation necessary to compensate for unavoidable impacts. The information prepared for the JARPA (Task 5A) can be used to help complete the HPA application using WDFW's APPS.

The Consultant will coordinate with the WDFW during the HPA review process to answer questions and respond to comments.

***Deliverables:***

- Draft and Final HPA Application

***Task 5D. National Environmental Policy Act Categorical Exclusion Documentation and State Environmental Policy Act Checklist***

The National Environmental Policy Act (NEPA) requires that all major actions sponsored, funded, permitted, or approved by federal agencies undergo planning to ensure that environmental considerations are given due weight in decision making. Federal implementing regulations are at 23 CFR 771 (FHWA) and 40 CFR 1500-1508 (CEQ).

It is expected that the proposed scour mitigation measures will qualify for a Categorical Exclusion under NEPA, meaning that an Environmental Impact Statement (EIS) or an Environmental Assessment (EA) will not be required. The Consultant expects to complete an Environmental Classification Summary (ECS) form for the project to satisfy the NEPA documentation requirements. The ECS would be submitted to the H&LP division of WSDOT and would include as an attachment the ESA Letter of No Effect described in Task 5B. The preparation of an EIS or an EA for NEPA are not included as part of this scope of work.

Washington's State Environmental Policy Act (SEPA) (RCW 43.21) requires local governments to consider possible environmental impacts in their decision-making processes. The Consultant will complete a SEPA Checklist for the project in accordance with the requirements of 43.21 RCW.

The SEPA checklist will be used to help identify whether the environmental impacts of the proposed scour protection measures are significant. If impacts are determined to not be significant, the Consultant will prepare a Determination of Non-Significance for the City to publish and distribute in accordance with the requirements of WAC Chapter 197-11. If it is

determined that the project will have significant impacts on the environment, an EIS would be required. The preparation of an EIS is not included as part of this scope of work.

***Deliverables:***

- Draft and Final SEPA Checklist Documents
- Draft and Final Determinations of Non-Significance (if warranted)
- Draft and Final NEPA ECS Form

***Assumptions/Exclusions:***

- The project will not require the preparation of an EIS or an EA to satisfy NEPA review/documentation requirements.
- An EIS will not be required to satisfy SEPA review/documentation requirements for the project.

***Task 5E. City of Chehalis Earthmoving Permit***

The City of Chehalis issues permits for regulated earthmoving activities such as clearing, filling, and grading. The Consultant will complete an application for an Earthmoving Permit using standard City forms, as required. The application would also include a Site Plan, Erosion and Sediment Control Plan, Grading Plan, and a Work Schedule.

***Deliverables:***

- *Draft and Final Earthmoving Permit Application*

***Task 5F. Wetland Determination***

Earthmoving and development activities in wetlands and adjacent buffers may be subject to regulation under various local, state, and federal programs. The City's Critical Area Maps identify known or suspected wetlands in the vicinity of the National Ave. bridge crossing of Salzer Creek.

The Consultant will visit the project site to determine if potentially jurisdictional wetlands are present in areas that could be impacted by the scour mitigation activities. The wetland determination will involve a review of existing wetlands mapping resources (e.g., National Wetlands Inventory, soils) as well as field work that would include reviews of site vegetation, indicators of hydrology, and limited soil probing. If likely wetlands are identified in the study area, approximate boundaries will be located with Global Positioning System (GPS) equipment and mapped to help the design team evaluate whether wetland/buffer impacts might be avoided. If the study is found not to have conditions that support wetlands a brief wetland determination letter suitable for submission as an appendix to permit application documents will be drafted describing these findings.

***Deliverables:***

- *Draft and Final Wetland Determination Maps*
- *Draft and Final Wetland Determination Letter*

***Assumptions/Exclusions:***

- *Includes utility locate and preparation of filed map and vicinity, NWI, and soil figures.*

- *A formal wetland delineation and wetland functions assessment, if required, would be completed under Task 5G. Budget for the preparation of a wetland determination letter will be applied to the preparation of the wetland delineation report.*

***Task 5G. Wetland Delineation***

If preliminary design and access coordination indicate that the wetlands identified in Task 5F, Wetland Determination, may be disturbed by project construction activities, a formal wetland delineation and a wetland functions assessment will need to be completed.

The Consultant will visit the project site to formally delineate wetland resources in the project corridor using the triple parameter method described in the USACE’s Wetland Delineation Manual and the Western Regional Supplement. Data will be collected describing vegetation, hydrology indicators, and soil in paired test plots. Wetland boundaries will be recorded using GPS equipment and illustrated in figures supporting the delineation. The ordinary high water line of Salzer Creek, defined in the field in Task 2, will be incorporated into the delineation figures. The report will describe wetland and water resources in the study area. The wetland delineation will build on the review of existing wetlands mapping resources (e.g., National Wetlands Inventory, soils) from Task 5F. These review materials will be used to generate background figures needed for the report. Additional supporting information will include ground level photos, data sheets, recorded rainfall data.

Wetland buffers for mapped wetlands will be determined by performing a functional assessment using the Western Washington Wetland Rating System.

***Deliverables:***

- *Draft and Final Wetland Delineation Report (PDF)*

***Assumptions/Exclusions:***

- *The wetland delineation study area will be up to two (2) acres in size.*
- *Up to two (2) wetlands will be delineated.*

***Task 5H. Critical Areas Assessment (Wetlands and Fish and Wildlife Habitat)***

The City regulates activities in Wetlands and Fish and Wildlife Habitat Areas through the Critical Areas provisions of the Chehalis Municipal Code (Chapters 17.23 and 17.25). City Critical Areas maps identify potential wetlands and fish and wildlife habitat conservation areas along Salzer Creek in the project vicinity. The City’s Planning Department will likely require a Critical Areas investigation prior to issuing local permits for the project.

The Consultant will perform a Critical Areas Assessment to evaluate and document the locations of regulated wetlands/buffers and Salzer Creek fish and wildlife habitat conservation areas in the project vicinity. The assessment will be documented in a report that describes site and Critical Area conditions, potential project impacts, and any required/proposed mitigation. Field studies for the Critical Areas Assessment will be limited to the area of potential project impacts. The wetland determination (Task 5F) and wetland delineation (separate task, if needed) will be used to inform the portions of the Critical Areas Assessment that address wetlands and wetland

buffers.

***Deliverables:***

- *Draft and Final Critical Areas Assessment Report*

***Assumptions/Exclusions:***

- *The Critical Areas Assessment for this project will not need to address Geologically Hazardous Areas or Critical Aquifer Recharge Areas.*

***Task 5I. City of Chehalis Floodplain Development Permit***

The proposed scour mitigation measures at the National Avenue Bridge will require work in the 100-year floodplain of Salzer Creek. The City regulates activities in Flood Hazard Areas through Chapter 17.22 of the Chehalis Municipal Code. The City requires that a development permit be obtained before any construction or development begins within any special flood hazard zone.

The Consultant will prepare permit application materials to facilitate the City's review of the project for consistency with the regulations of Chapter 17.22 (Frequently Flooded Areas – Flood Hazard Zone) of the Chehalis Municipal Code. It is expected that the application materials may include a completed standard Development Permit Application form and the completed JARPA described in Task 5A. It is expected that the application will also include the floodplain analysis technical memorandum as discussed in Task 3B.

The Consultant will coordinate with the City Planning Department reviewers to answer questions, respond to comments, and provide additional information needed for the SMP Permit review, as required.

***Deliverables:***

- *Draft and Final Development Permit Application*
- *Draft and Final JARPA with Floodplain Analysis Documentation*

***Task 5J. City of Chehalis Shorelines Management Program Permit***

Salzer Creek is identified as a Shoreline of Statewide Significance subject to the Shoreline Management Program (SMP) review and permitting requirements of Chehalis Municipal Code (Title 17, Appendix R). Salzer Creek has a shoreline classification of "Urban." The proposed scour mitigation measures may require a Shoreline Substantial Development Permit or a Shoreline Conditional Use Permit.

The Consultant will prepare project documentation to support City Planning Department review of the project for a SMP Permit. It is expected that the JARPA completed as part of Task 5A will largely be used to facilitate the City's review of the project for SMP purposes. The Consultant will coordinate with the City Planning Department reviewers to answer questions, respond to comments, and provide additional information needed for the SMP Permit review, as required.

***Deliverables:***

- *Draft and Final JARPA*

### **Task 5K. Cultural Resources Assessment**

Washington State's cultural resources predictive model considers the area near the bridge to be a very high risk for prehistoric cultural resources. There is a recorded prehistoric cultural resources site about 50 meters west of the bridge and numerous sites nearby. ESA VA will prepare documentation to assist the FHWA in evaluating potential impacts to Historic Properties as required by the National Historic Preservation Act. ESA VA archaeologists will review project plans to develop an appropriate cultural resources survey methodology. ESA VA will prepare a cultural resources assessment report that will meet Washington State's Historic Preservation Office Standards. The report will include eligibility recommendations for up to one archaeological site.

#### ***Assumptions:***

- *The bridge has been previously determined "programmatically ineligible" for listing on the National Register of Historic Places and will not be documented or evaluated as a result.*

#### ***Deliverables:***

- *Draft and Final APE Figure*
- *Draft and Final Cultural Resources Assessment Report*

### **Task 6. Bidding Services**

ESA VA engineers will provide bidding services. At this time the Consultant assumes that this will be a 6 hour effort to assist the City with responding to contractor questions during the bidding process.

#### ***Deliverables:***

- *Respond to questions during bidding period*

#### ***Assumptions/Exclusions:***

- *We estimate a total of 6 hours to perform this task.*

### **Task 7. Construction Access Permit Preparation and Negotiation**

We anticipate that the proposed improvements require that two construction access permits will be required from Lewis County Parcel numbers 005606003006 (K&K Adventures) and 005605084002 (Lewis County). The ESA VA sub consultant Epic Land Solutions will perform preparation and negotiation services for these parcels. B. All permits to conform to local, State and Federal guidelines as outlined in WSDOT ROW manual and WSDOT LAG manual.

#### ***Assumptions/Exclusions:***

Should any of the following assumptions be incorrect or require updating, a revised cost estimate can be provided.

- Determination of required property rights to be will be at the final discretion of WSDOT Local Agency Coordinator

- WSDOT approved ROW plans will not require fee taking, permanent easements, or temporary construction easements
- Preapproved WSDOT forms will be used
- There will be no more than two permits required
- Cost does not include purchase of preliminary title reports. It is assumed title reports, if needed will be provided by the City of Chehalis.
- Title on all properties will be clean
- Legal descriptions will not be required
- No appraisal or review will be required
- Permits will be obtained within three months of initial presentation to property owner
- No land owners will use an attorney
- All land owners will speak English. Interpreter fees will be paid directly by City or billed separately
- On average, no more than three contacts with each property owner will be required to complete transaction
- Epic will not be contacting lenders
- Recording of permits will not be required
- No more than two in person client meetings, and no more than three project team conference calls
- There will be no design changes after negotiation activities begin that will require revised permits
- Community meetings are not included
- Project Funding Estimate and True Cost Estimate will not be required
- Court preparation and expert testimony have not been included in this cost estimate.
- Presentations to City management are not included in the scope/cost.
- No relocations required
- Costs do not include condemnation support which can be provided if necessary

***Task 7A. Meetings***

Epic Land Solutions staff will meet twice with the WSDOT Local Agency Coordinator

***Task 7B. Research Title and Ownership***

Epic Land Solutions staff will obtain property owner information, including contact information for all vested owners.

***Task 7C. Prepare Permits and Aerial Maps***

Epic Land Solutions staff will prepare permits for two properties and aerial maps for these properties.

***Deliverables:***

- *Construction Access Permits*

***Task 7D. Permit Negotiations***

Epic Land Solutions staff will present permits to property owners and work through concerns of property owners and negotiate a mutually acceptable agreements subject to City approval.

During the course of the project, Epic will provide detailed status and communicate as needed to address any issues related to the negotiations.

**Task 8. Project Management and Coordination**

***Task 8A. Project Meetings***

ESA VA staff will plan to meet with City staff and/or City representatives for a kickoff meeting at the beginning of the project to identify key project objectives, criteria, and develop a better understanding of the bridge history (1 meeting, 1 hour long). The engineers will also meet (in-person or over the phone) with city maintenance staff to discuss bridge history and maintenance concerns.

The Engineers will also plan to meet with City staff to discuss design elements at select stages of the design process (30% Design, 60% Design, and 90% Design) to discuss construction drawings and specifications (3 meetings each, 1 hour long). The ESA VA assumes that one meeting will be held in Chehalis and the remainder of the meetings will be conference calls.

Additionally, permitting staff will plan to meet with City staff and/or City representatives and permitting agencies on-site for a pre-consultation to identify key permitting issues that the agencies may have (1 meeting, 1 hour long).

**Assumptions/Exclusions:**

- *Design meetings will mainly be conference calls with 1 in-person meeting in Chehalis.*

***Task 8B. Project Management***

ESA VA will perform routine project management and coordination for the success of the project including, internal staff management, sub consultant management, schedule and budget reviews, and invoicing. ESA VA will also hold internal meetings with staff and coordinate by phone and e-mail with City representatives, as needed, in order to manage the tasks in this scope.

***Deliverables:***

- *Monthly invoices*

**DOCUMENTS/MATERIALS TO BE FURNISHED BY CITY OR REPRESENTATIVE**

- *Property access permissions for survey and environmental investigation.*
- *Bridge file with historical scour reviews, photos, soundings etc.*
- *Specifications package and Bid documents*
- *Permitting fees*
- *Existing water/natural resources documentation for sites adjacent to the bridge (e.g., Critical Areas Assessments, Wetland Delineations)*

- *HEC-RAS Model of Salzer Creek within the project site*

## **EXCLUSIONS**

*The following items would not be provided by the Consultant through this task order.*

- *Bid Package documents (bidding requirements, prevailing wage rates, etc.)*
- *Permit Application Fees*
- *Load rating of bridge capacity*
- *Biological Assessment/Endangered Species Act Section 7 Consultation*

## **COMPENSATION**

We understand that all requests for payment are to be submitted to the City by the 10<sup>th</sup> of each month for the previous month's work. We will include period beginning and ending dates in our invoices as requested. Table 1 provides an itemized breakdown of project costs by task and subtask. The fee for the professional services summarized in this scope of work and itemized in **Exhibit E – Project Budget** shall not exceed **\$135,935** without written approval from the City or its representative.

## **SCHEDULE**

All work will be completed in accordance with the project schedule. The completion date for all activities associated with this scope of work would be **December 31, 2015**. The schedule for key project milestones is included below.

- Notice to Proceed (NTP): Week of August 25, 2014
- Kickoff Meeting: Week of August 25, 2014
- Topographic Survey Complete: 2 weeks after NTP and property access permission is granted (~ September 10, 2014)
- Wetland Determination Complete: 3 weeks after NTP and property access permission is granted (~ September 17, 2014)
- 30% Plans and Cost Estimate: 4 weeks after Survey and HEC-RAS model are received (~October 8, 2014)
- Permit Pre-Application Agency Meeting: Approx. 1 weeks after 30% PSE submittal (~October 15, 2014)
- Cultural Resources Assessment: 8 weeks after NTP (~ October 31, 2014)
- Wetland Delineation Report Complete: 4 weeks after 30% Plan and Cost Estimate Submittal (~November 5, 2014)
- 60% Plans, Specifications List, and Cost Estimate: 3 Weeks after receiving comments from the City on the 30% plan set (~November 12, 2014)
- Submit Permit Applications and SEPA Documentation: Approx. 0 to 2 weeks after 60% PSE submittal (~November 12 to November 26, 2014)
- Temporary Construction Permits: Approx. 10 weeks after 30% Design is complete (December 2014)



- 90% PSE: 2 weeks after receiving comments from the City (December 2014)
- Chehalis Floodplain Development Permit: 1 week after 90% PSE submittal (December 2014).
- Final PSE: 2 weeks after receiving comments from the City (January 2015)
- Contract Advertisement: February 2015
- Construction Services: Summer/Fall 2015

The Consultant shall inform the City of any potential changes to the schedule immediately.

## **Exhibit C**

### **Electronic Exchange of Engineering and Other Data**

In this Exhibit the agency, as applicable, is to provide a description of the format and standards the consultant is to use in preparing electronic files for transmission to the agency. The format and standards to be provided may include, but are not limited to, the following:

I. Surveying, Roadway Design & Plans Preparation Section

A. Survey Data: Provided by the consultant in AutoCAD Civil 3D 2013 format

B. Roadway Design Files: Scour countermeasure design files will be in AutoCAD Civil 3D 2013

C. Computer Aided Drafting Files: Drawing files (.dwg), AutoCAD 2013

D. Specify the Agency's Right to Review Product with the Consultant:

Standard review periods (ex. at 30% Design) are established in the scope.

E. Specify the Electronic Deliverables to Be Provided to the Agency:

Preliminary plans, reports, permit applications- PDF format

Final electronic design files - AutoCAD 2013

F. Specify What Agency Furnished Services and Information Is to Be Provided:

Salzer Creek hydraulic model - HEC-RAS

Bridge file documents - Various electronic formats (PDF, Excel, JPG, etc)

Bid Documents and Specifications Package - Microsoft Word

Existing water/natural resources documentation for sites adjacent to the bridge - PDF

II. Any Other Electronic Files to Be Provided:

Specifications - Microsoft Word

Cost Estimates - PDF

III. Methods to Electronically Exchange Data

A. Agency Software Suite: Microsoft Office Professional Plus 2010

B. Electronic Messaging System: Email (MS Outlook in suite above)

C. File Transfers Format: Email & ESA DeliverIt file transfer system located at [www.deliverit.esassoc.com](http://www.deliverit.esassoc.com)

## **Exhibit D-3 Payment (Negotiated Hourly Rate)**

The CONSULTANT shall be paid by the AGENCY for completed work and services rendered under this AGREEMENT as provided hereinafter. Such payment shall be full compensation for work performed or services rendered and for all labor, materials, supplies, equipment, and incidentals necessary to complete the work. The CONSULTANT shall conform to all applicable portions of 48 CFR Part 31.

1. **Hourly Rates:** The CONSULTANT shall be paid by the AGENCY for work done, based upon the negotiated hourly rates shown in Exhibit "E" and "F" attached hereto and by this reference made part of this AGREEMENT. The rates listed shall be applicable for the first twelve (12) month period and shall be subject to negotiation for the following twelve (12) month period upon request of the CONSULTANT or the AGENCY. If negotiations are not conducted for the second or subsequent twelve (12) month periods within ninety (90) days after completion of the previous period, the rates listed in this AGREEMENT, or subsequent written authorization(s) from the AGENCY shall be utilized. The rates are inclusive of direct salaries, payroll additives, overhead, and fee. The CONSULTANT shall maintain support data to verify the hours billed on the AGREEMENT.
  
2. **Direct Non-Salary Costs:** Direct Non-Salary Costs will be reimbursed at the Actual Cost to the CONSULTANT. These charges may include, but are not limited to, the following items: travel, printing, long distance telephone, supplies, computer charges and sub-consultant costs.
  - a. Air or train travel will be reimbursed only to economy class levels unless otherwise approved by the AGENCY. The CONSULTANT shall comply with the rules and regulations regarding travel costs (excluding air, train, and rental car costs) in accordance with the AGENCY'S Travel Rules and Procedures. However, air, train, and rental car costs shall be reimbursed in accordance with 48 CFR Part 31.205-46 "Travel Costs."
  - b. The billing for Direct Non-Salary Costs shall include an itemized listing of the charges directly identifiable with the PROJECT.
  - c. The CONSULTANT shall maintain the original supporting documents in their office. Copies of the original supporting documents shall be supplied to the AGENCY upon request.
  - d. All above charges must be necessary for the services provided under this AGREEMENT.
  
3. **Management Reserve Fund:** The AGENCY may desire to establish a Management Reserve Fund to provide the Agreement Administrator with the flexibility to authorize additional funds to the AGREEMENT for allowable unforeseen costs, or reimbursing the CONSULTANT for additional work beyond that already defined in this AGREEMENT. Such authorization(s) shall be in writing and shall not exceed the lesser of \$100,000 or 10% of the Total Amount Authorized as shown in the heading of this AGREEMENT. The amount included for the Management Reserve Fund is shown in the heading of this AGREEMENT. This fund may not be replenished. Any changes requiring additional costs in excess of the Management Reserve Fund shall be made in accordance with Section XIV, "Extra Work."

4. **Maximum Total Amount Payable:** The Maximum Total Amount Payable by the AGENCY to the CONSULTANT under this AGREEMENT shall not exceed the amount shown in the heading of this AGREEMENT. The Maximum Total Amount Payable is comprised of the Total Amount Authorized, and the Management Reserve Fund. The Maximum Total Amount Payable does not include payment for Extra Work as stipulated in Section XIV, "Extra Work." No minimum amount payable is guaranteed under this AGREEMENT.
5. **Monthly Progress Payments:** Progress payments may be claimed on a monthly basis for all costs authorized in 1 and 2 above. The monthly billing shall be supported by detailed statements for hours expended at the rates established in Exhibit "E", including names and classifications of all employees, and billings for all direct non-salary expenses. To provide a means of verifying the billed salary costs for the CONSULTANT'S employees, the AGENCY may conduct employee interviews. These interviews may consist of recording the names, titles, salary rates, and present duties of those employees performing work on the PROJECT at the time of the interview.
6. **Final Payment:** Final Payment of any balance due the CONSULTANT of the gross amount earned will be made promptly upon its verification by the AGENCY after the completion of the work under this AGREEMENT, contingent upon receipt of all PS&E, plans, maps, notes, reports, electronic data and other related documents which are required to be furnished under this AGREEMENT. Acceptance of such Final Payment by the CONSULTANT shall constitute a release of all claims for payment, which the CONSULTANT may have against the AGENCY unless such claims are specifically reserved in writing and transmitted to the AGENCY by the CONSULTANT prior to its acceptance. Said Final Payment shall not, however, be a bar to any claims that the AGENCY may have against the CONSULTANT or to any remedies the AGENCY may pursue with respect to such claims.

The payment of any billing will not constitute agreement as to the appropriateness of any item and at the time of final audit, all required adjustments will be made and reflected in a final payment. In the event that such final audit reveals an overpayment to the CONSULTANT, the CONSULTANT will refund such overpayment to the AGENCY within thirty (30) days of notice of the overpayment. Such refund shall not constitute a waiver by the CONSULTANT for any claims relating to the validity of a finding by the AGENCY of overpayment. The CONSULTANT has twenty (20) days after receipt of the final POST AUDIT to begin the appeal process to the AGENCY for audit findings.

7. **Inspection of Cost Records:** The CONSULTANT and their sub-consultants shall keep available for inspection by representatives of the AGENCY, STATE and the United States, for a period of three (3) years after receipt of final payment, the cost records and accounts pertaining to this AGREEMENT and all items related to or bearing upon these records with the following exception: if any litigation, claim or audit arising out of, in connection with, or related to this contract is initiated before the expiration of the three (3) year period, the cost records and accounts shall be retained until such litigation, claim, or audit involving the records is completed.



**Exhibit E-2 for 2014  
 Consultant Fee Determination - Summary Sheet  
 (Specific Rates of Pay)  
 Fee Schedule**

**ESA VIGIL-AGRIMIS, INC.**

<b>Discipline or Job Title</b>	<b>Lowest Hourly Pay Rate</b>	<b>Highest Hourly Pay Rate</b>	<b>Overhead** @ 210.21%</b>	<b>Profit @ 10.0%</b>	<b>Lowest Hourly Billing Rate</b>	<b>Highest Hourly Billing Rate</b>
Contract Manager	\$45.00	\$60.00	\$126.13	\$18.61	\$153.55	\$204.74
Sr. Project Manager	\$32.00	\$50.00	\$105.11	\$15.51	\$109.19	\$170.62
Sr. Water Resources Engineer	\$32.00	\$50.00	\$105.11	\$15.51	\$109.19	\$170.62
Sr. Scientist	\$32.00	\$50.00	\$105.11	\$15.51	\$109.19	\$170.62
Sr. Landscape Architect	\$28.00	\$45.00	\$94.59	\$13.96	\$95.54	\$153.55
Project Manager	\$25.00	\$40.00	\$84.08	\$12.41	\$85.31	\$136.49
Hydraulic Engineer	\$25.00	\$40.00	\$84.08	\$12.41	\$85.31	\$136.49
Natural Res. Specialist	\$22.00	\$35.00	\$73.57	\$10.86	\$75.07	\$119.43
Landscape Architect	\$22.00	\$35.00	\$73.57	\$10.86	\$75.07	\$119.43
Engineer-In-Training	\$22.00	\$30.00	\$63.06	\$9.31	\$75.07	\$102.37
Landscape Planner	\$16.00	\$28.00	\$58.86	\$8.69	\$54.60	\$95.54
GIS Analyst	\$16.00	\$26.00	\$54.65	\$8.07	\$54.60	\$88.72
CAD Drafter	\$14.00	\$26.00	\$54.65	\$8.07	\$47.77	\$88.72
Graphic Designer	\$14.00	\$25.00	\$52.55	\$7.76	\$47.77	\$85.31
Admin. Assistant	\$12.00	\$25.00	\$52.55	\$7.76	\$40.95	\$85.31
Seasonal Intern	\$10.00	\$20.00	\$42.04	\$6.20	\$34.12	\$68.25
Sr. Cultural Resources Lead	\$45.00	\$55.00	\$115.62	\$17.06	\$153.55	\$187.68
GeoArchilologist	\$35.00	\$45.00	\$94.59	\$13.96	\$119.43	\$153.55
Historian	\$25.00	\$35.00	\$73.57	\$10.86	\$85.31	\$119.43
Archaeologist	\$20.00	\$30.00	\$63.06	\$9.31	\$68.25	\$102.37

\*\*Based on January 16, 2014 WSDOT audited overhead rate

G:\2014\National Avenue Bridge\Project Management\Contracting\WSDOT Forms\ESA\ESA VA Exhibit E-2 Rates 2014-7-17.xlsx\Labor Rates



January 16, 2014

TO: Erik Jonson, WSDOT Contracts Administrator  
MS 47323

FROM: Martha Roach, Agreement Compliance Audit Manager *MR*

SUBJECT: Environmental Science Associates Indirect Cost Rate for  
Fiscal Year End December 31, 2012

We have completed our review of Environmental Science Associates (ESA) Indirect Cost Rate (ICR) for the above referenced fiscal year. We reviewed the documentation supporting the rate for compliance with criteria contained in the Federal Acquisition Regulations (FAR), Subpart 31.

Based on our review we are issuing this memo establishing Applied Pavement Technology Indirect Cost Rate for fiscal year ending December 31, 2012, at 210.21% of direct labor.

ESA provided a FHWA Certificate of Final Indirect Costs indicating all costs included in the indirect cost rate schedule are in compliance with FAR, Subpart 31.

Costs billed to agreements will still be subject to audit of actual costs, based on the terms and conditions of the respective agreement.

This was not a cognizant review. Any other entity contracting with the firm is responsible for determining the acceptability of the Indirect Cost Rate.

If you have any questions, feel free to call me at (360) 705-7006 or via email at [roachma@wsdot.wa.gov](mailto:roachma@wsdot.wa.gov)

MR:lt

Attachment

cc: Steve McKerney  
File





Exhibit G-2  
 Sheet 1 of 2  
 Consultant Fee Determination - Summary Sheet  
 (Specific Rates of Pay)  
 Fee Schedule

HDJ Design Group, PLLC

<u>Personnel</u>	<u>Billing Rate</u>	
Engineer - Principal	\$190.00	
Engineer - Associate Principal	\$175.00	
Engineer - Manager VI	\$144.00	
Engineer - Project V	\$132.00	
Engineer IV	\$121.00	
Engineer III	\$110.00	
Engineer II	\$101.00	
Engineer I	\$93.00	
Design Technician - IV	\$112.00	
Design Technician - III	\$108.00	
Design Technician - II	\$100.00	
Design Technician - I	\$88.00	
Traffic Engineer - Manager VI	\$152.00	
Traffic Engineer - Project V	\$126.00	
Traffic Technician	\$115.00	
Traffic Counter	\$68.00	
Geotechnical Engineering	\$144.00	
Geohydrologist	\$144.00	
Geophysicist	\$144.00	
Surveyor - Principal	\$142.00	
Surveyor - Manager	\$133.00	
Surveyor - PLS	\$115.00	
Surveyor - LSIT	\$93.00	
Survey Technician - 1	\$85.00	
Surveyor Assistant	\$68.00	
Crew Chief - 3 person	\$189.00	
Crew Chief - 2 Person	\$145.00	
Crew Chief - Person W/Robotic Equipment	\$122.00	
Landscape - Manager VI	\$134.00	
Landscape - Project V	\$118.00	
Landscape IV	\$101.00	
Landscape -III	\$88.00	
Landscape II	\$82.00	
Landscape I	\$77.00	
Planning - Manager V	\$126.00	
Planner - Project IV	\$112.00	
Planner - III	\$94.00	
Planner - II	\$82.00	
Planner - I	\$77.00	
Construction - Sr. Manager VI	\$140.00	
Construction - Manager V	\$126.00	\$165.00 OT
Construction Inspector - III	\$106.00	\$140.00 OT
Construction Inspector - II	\$88.00	\$114.00 OT
Construction Inspector - I	\$76.00	\$110.00 OT
CADD - Manager	\$115.00	
CADD Drafter - III	\$88.00	
CADD Drafter - II	\$79.00	
CADD Drafter - I	\$68.00	
Graphic Specialist	\$88.00	
Administrative	\$60.00	

Direct Non-Salary Expenses      Cost+10%

Direct non-salary expenses are identifiable charges for travel, long distance telephone, postage, drafting supplies not normally kept on hand, printing and binding, film processing, etc.

The above hourly rates are based on a WSDOT conditional provisional indirect cost rate and will be applicable until a new WSDOT audited rate is available and shall be subject to negotiation for the following 12 month period.

Exhibit G-2  
 Sheet 2 of 2  
 Consultant Fee Determination - Summary Sheet  
 (Specific Rates of Pay)  
 Fee Schedule

HDJ Design Group, PLLC  
 Rates

BILLING RATES

Overhead (OH)=  Profit(P)=

<u>Personnel/Class</u>	<u>Max Pay Rate*</u>	+	<u>OH*PR</u>	+	<u>P*PR</u>	=	<u>Max Billing Rate*</u>
Engineer - Principal	\$80.00		\$120.00		\$20.00		\$220.00
Engineer - Associate Principal	\$65.00		\$97.50		\$16.25		\$178.75
Engineer - Manager VI	\$57.00		\$85.50		\$14.25		\$156.75
Engineer - Project V	\$48.00		\$72.00		\$12.00		\$132.00
Engineer IV	\$44.00		\$66.00		\$11.00		\$121.00
Engineer III	\$40.00		\$60.00		\$10.00		\$110.00
Engineer II	\$37.00		\$55.50		\$9.25		\$101.75
Engineer I	\$34.00		\$51.00		\$8.50		\$93.50
Design Technician - IV	\$43.00		\$64.50		\$10.75		\$118.25
Design Technician - III	\$40.00		\$60.00		\$10.00		\$110.00
Design Technician - II	\$37.00		\$55.50		\$9.25		\$101.75
Design Technician - I	\$32.00		\$48.00		\$8.00		\$88.00
Traffic Engineer - Manager VI	\$57.00		\$85.50		\$14.25		\$156.75
Traffic Engineer - Project V	\$46.00		\$69.00		\$11.50		\$126.50
Traffic Technician	\$42.00		\$63.00		\$10.50		\$115.50
Traffic Counter	\$25.00		\$37.50		\$6.25		\$68.75
Geotechnical Engineering	\$57.00		\$85.50		\$14.25		\$156.75
Geohydrologist	\$57.00		\$85.50		\$14.25		\$156.75
Geophysicist	\$57.00		\$85.50		\$14.25		\$156.75
Surveyor - Principal	\$65.00		\$97.50		\$16.25		\$178.75
Surveyor - Manager	\$55.00		\$82.50		\$13.75		\$151.25
Surveyor - PLS	\$42.00		\$63.00		\$10.50		\$115.50
Surveyor - LSIT	\$34.00		\$51.00		\$8.50		\$93.50
Survey Technician - 1	\$31.00		\$46.50		\$7.75		\$85.25
Surveyor Assistant	\$25.00		\$37.50		\$6.25		\$68.75
Crew Chief - 3 person	\$69.00		\$103.50		\$17.25		\$189.75
Crew Chief - 2 Person	\$53.00		\$79.50		\$13.25		\$145.75
Crew Chief - Person W/Robotic Equipment	\$47.00		\$70.50		\$11.75		\$129.25
Landscape - Manager VI	\$49.00		\$73.50		\$12.25		\$134.75
Landscape - Project V	\$43.00		\$64.50		\$10.75		\$118.25
Landscape IV	\$37.00		\$55.50		\$9.25		\$101.75
Landscape -III	\$32.00		\$48.00		\$8.00		\$88.00
Landscape II	\$30.00		\$45.00		\$7.50		\$82.50
Landscape I	\$28.00		\$42.00		\$7.00		\$77.00
Planning - Manager V	\$46.00		\$69.00		\$11.50		\$126.50
Planner - Project IV	\$41.00		\$61.50		\$10.25		\$112.75
Planner - III	\$35.00		\$52.50		\$8.75		\$96.25
Planner - II	\$30.00		\$45.00		\$7.50		\$82.50
Planner - I	\$28.00		\$42.00		\$7.00		\$77.00
Construction - Sr. Manager VI	\$51.00		\$76.50		\$12.75		\$140.25
Construction - Manager V	\$46.00		\$69.00		\$11.50		\$126.50
Construction Inspector - III	\$40.00		\$60.00		\$10.00		\$110.00
Construction Inspector - II	\$33.00		\$49.50		\$8.25		\$90.75
Construction Inspector - I	\$28.00		\$42.00		\$7.00		\$77.00
CADD - Manager	\$42.00		\$63.00		\$10.50		\$115.50
CADD Drafter - III	\$34.00		\$51.00		\$8.50		\$93.50
CADD Drafter - II	\$29.00		\$43.50		\$7.25		\$79.75
CADD Drafter - I	\$25.00		\$37.50		\$6.25		\$68.75
Graphic Specialist	\$32.00		\$48.00		\$8.00		\$88.00
Administrative	\$23.00		\$34.50		\$5.75		\$63.25
	0		\$0.00		\$0.00		\$0.00

\*Max pay rate and billing rates shown. Agency will be invoiced at rates shown on sheet 1 of 2.





**Washington State  
Department of Transportation**

Lynn Peterson  
Secretary of Transportation

Transportation Building  
310 Maple Park Avenue S.E.  
P.O. Box 47300  
Olympia, WA 98504-7300  
360-705-7000  
TTY: 1-800-833-6388  
[www.wsdot.wa.gov](http://www.wsdot.wa.gov)

July 1, 2014

HDJ Design Group, PLLC  
314 West 15th Street  
Vancouver, WA 98660

Subject: Extension of Provisional Rate

Dear Mr. Kenneth F. Hash:

WSDOT has received your request to extend your Provisional Rate an additional 90 days. On April 7, 2014, Stacie Kelsey approved your Indirect Cost Rate (ICR) of 150% contingent upon completing a desk review by WSDOT Audit. Your request for the additional 90 days due to complications with a software conversion is approved, effective July 1, 2014. Your Provisional Rate is approved at 150%. If you have questions regarding this approval, please contact me at 360-705-7106.

Sincerely,

A handwritten signature in black ink, appearing to read 'Erik Jonson', with a long horizontal flourish extending to the right.

Erik Jonson  
Manager, Consultant Services Office

EJ:kal  
Enclosure: Approved Rate Table

cc: Stacie Kelsey, HLP



**Washington State  
Department of Transportation**

Lynn Peterson  
Secretary of Transportation

Transportation Building  
310 Maple Park Avenue S.E.  
P.O. Box 47300  
Olympia, WA 98504-7300  
360-705-7000  
TTY: 1-800-833-6388  
[www.wsdot.wa.gov](http://www.wsdot.wa.gov)

February 21, 2014

Epic Land Solutions, Inc.  
2601 Airport Drive, Suite 115  
Torrance, CA 90505

Subject: Approval of Rate Table

Dear Mr. Amand Ayoubi:

WSDOT has received and reviewed your proposed rates. Based on that review we have approved your rates, (see attached approved rate table) effective February 21, 2014. These rates are on a provisional basis and will be subject to renegotiations when the WSDOT Audit Office has concluded their desk review. These rates are approved for Agreement Number Y-11457. Your rates may be subject to review again based on your firms fiscal year end. If you have questions regarding this approval, please contact me at 360-705-7106.

Sincerely,

A handwritten signature in black ink, appearing to read 'Erik Jonson'.

Erik Jonson  
Manager, Consultant Services Office

EJ:kal  
Enclosure: Approved Rate Table

cc: Martha Roach, WSDOT Audit


**Actual Not To Exceed Table (ANTE)**

**EPIC LAND SOLUTIONS, INC.  
2601 AIRPORT DRIVE, STE 115  
TORRANCE, CA 90505**

<b>Job Classifications</b>	<b>Direct Labor Rate NTE</b>	<b>Overhead 141%</b>	<b>Fixed Fee 25%</b>	<b>All Inclusive Hourly Billing Rate NTE</b>
Principal In Charge	\$67.31	\$94.91	\$16.83	\$179.04
Advisor	\$50.00	\$70.50	\$12.50	\$133.00
Project Manager	\$48.08	\$67.79	\$12.02	\$127.89
GIS Manager	\$45.67	\$64.39	\$11.42	\$121.48
Budgeting	\$38.00	\$53.58	\$9.50	\$101.08
Assistant Project Manager	\$32.50	\$45.83	\$8.13	\$86.45
Senior ROW Agent	\$32.50	\$45.83	\$8.13	\$86.45
ROW Agent	\$28.00	\$39.48	\$7.00	\$74.48
Contracts Support	\$25.00	\$35.25	\$6.25	\$66.50
GIS Support	\$23.08	\$32.54	\$5.77	\$61.39
Admin	\$15.86	\$22.36	\$3.97	\$42.19

Approved by:

*EXJ*

 Washington State  
Department of Transportation



**EXHIBIT D**

## Exhibit H Title VI Assurances

During the performance of this AGREEMENT, the CONSULTANT, for itself, its assignees, and successors in interest agrees as follows:

1. **Compliance with Regulations:** The CONSULTANT shall comply with the Regulations relative to non-discrimination in federally assisted programs of the AGENCY, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the "REGULATIONS"), which are herein incorporated by reference and made a part of this AGREEMENT.
2. **Non-discrimination:** The CONSULTANT, with regard to the work performed during the AGREEMENT, shall not discriminate on the grounds of race, color, sex, or national origin in the selection and retention of sub-consultants, including procurement of materials and leases of equipment. The CONSULTANT shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the REGULATIONS, including employment practices when the AGREEMENT covers a program set forth in Appendix B of the REGULATIONS.
3. **Solicitations for Sub-consultants, Including Procurement of Materials and Equipment:** In all solicitations either by competitive bidding or negotiations made by the CONSULTANT for work to be performed under a sub-contract, including procurement of materials or leases of equipment, each potential sub-consultant or supplier shall be notified by the CONSULTANT of the CONSULTANT'S obligations under this AGREEMENT and the REGULATIONS relative to non-discrimination on the grounds of race, color, sex, or national origin.
4. **Information and Reports:** The CONSULTANT shall provide all information and reports required by the REGULATIONS or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by AGENCY, STATE or the Federal Highway Administration (FHWA) to be pertinent to ascertain compliance with such REGULATIONS, orders and instructions. Where any information required of a CONSULTANT is in the exclusive possession of another who fails or refuses to furnish this information, the CONSULTANT shall so certify to the AGENCY, STATE or the FHWA as appropriate, and shall set forth what efforts it has made to obtain the information.
5. **Sanctions for Non-compliance:** In the event of the CONSULTANT'S non-compliance with the non-discrimination provisions of this AGREEMENT, the AGENCY shall impose such AGREEMENT sanctions as it, the STATE or the FHWA may determine to be appropriate, including, but not limited to:
  - Withholding of payments to the CONSULTANT under the AGREEMENT until the CONSULTANT complies, and/or;
  - Cancellation, termination, or suspension of the AGREEMENT, in whole or in part

6. Incorporation of Provisions: The CONSULTANT shall include the provisions of paragraphs (1) through (5) in every sub-contract, including procurement of materials and leases of equipment, unless exempt by the REGULATIONS, or directives issued pursuant thereto. The CONSULTANT shall take such action with respect to any sub-consultant or procurement as the AGENCY, STATE or FHWA may direct as a means of enforcing such provisions including sanctions for non-compliance.

Provided, however, that in the event a CONSULTANT becomes involved in, or is threatened with, litigation with a sub-consultant or supplier as a result of such direction, the CONSULTANT may request the AGENCY and the STATE enter into such litigation to protect the interests of the AGENCY and the STATE and, in addition, the CONSULTANT may request the United States enter into such litigation to protect the interests of the United States.



**Exhibit I**  
**Payment Upon Termination of Agreement**  
**By the Agency Other Than for**  
**Fault of the Consultant**

**(Refer to Agreement, Section IX)**

**Lump Sum Contracts**

A final payment shall be made to the CONSULTANT which when added to any payments previously made shall total the same percentage of the Lump Sum Amount as the work completed at the time of termination is to the total work required for the PROJECT. In addition, the CONSULTANT shall be paid for any authorized extra work completed.

**Cost Plus Fixed Fee Contracts**

A final payment shall be made to the CONSULTANT which when added to any payments previously made, shall total the actual costs plus the same percentage of the fixed fee as the work completed at the time of termination is to the total work required for the Project. In addition, the CONSULTANT shall be paid for any authorized extra work completed.

**Specific Rates of Pay Contracts**

A final payment shall be made to the CONSULTANT for actual hours charged at the time of termination of this AGREEMENT plus any direct nonsalary costs incurred at the time of termination of this AGREEMENT.

**Cost Per Unit of Work Contracts**

A final payment shall be made to the CONSULTANT for actual units of work completed at the time of termination of this AGREEMENT.

## **Exhibit J**

### **Alleged Consultant Design Error Procedures**

The purpose of this exhibit is to establish a procedure to determine if a consultant's alleged design error is of a nature that exceeds the accepted standard of care. In addition, it will establish a uniform method for the resolution and/or cost recovery procedures in those instances where the agency believes it has suffered some material damage due to the alleged error by the consultant.

#### **Step 1 – Potential Consultant Design Error(s) is Identified by Agency's Project Manager**

At the first indication of potential consultant design error(s), the first step in the process is for the Agency's project manager to notify the Director of Public Works or Agency Engineer regarding the potential design error(s). For federally funded projects, the Region Highways and Local Programs Engineer should be informed and involved in these procedures. (Note: The Director of Public Works or Agency Engineer may appoint an agency staff person other than the project manager, who has not been as directly involved in the project, to be responsible for the remaining steps in these procedures.)

#### **Step 2 - Project Manager Documents the Alleged Consultant Design Error(s)**

After discussion of the alleged design error(s) and the magnitude of the alleged error(s), and with the Director of Public Works or Agency Engineer's concurrence, the project manager obtains more detailed documentation than is normally required on the project. Examples include: all decisions and descriptions of work; photographs, records of labor, materials and equipment.

#### **Step 3 – Contact the Consultant Regarding the Alleged Design Error(s)**

If it is determined that there is a need to proceed further, the next step in the process is for the project manager to contact the consultant regarding the alleged design error(s) and the magnitude of the alleged error(s). The project manager and other appropriate agency staff should represent the agency and the consultant should be represented by their project manager and any personnel (including sub-consultants) deemed appropriate for the alleged design error(s) issue.

#### **Step 4 – Attempt to Resolve Alleged Design Error with Consultant**

After the meeting(s) with the consultant have been completed regarding the consultant's alleged design error(s), there are three possible scenarios:

- It is determined via mutual agreement that there is not a consultant design error(s). If this is the case, then the process will not proceed beyond this point.
- It is determined via mutual agreement that a consultant design error(s) occurred. If this is the case, then the Director of Public Works or Agency Engineer, or their representatives, negotiate a settlement with the consultant. The settlement would be paid to the agency or the amount would be reduced from the consultant's agreement with the agency for the services on the project in which the design error took place. The agency is to provide H&LP, through the Region

Local Programs Engineer, a summary of the settlement for review and to make adjustments, if any, as to how the settlement affects federal reimbursements. No further action is required.

- There is not a mutual agreement regarding the alleged consultant design error(s). The consultant may request that the alleged design error(s) issue be forwarded to the Director of Public Works or Agency Engineer for review. If the Director of Public Works or Agency Engineer, after review with their legal counsel, is not able to reach mutual agreement with the consultant, proceed to Step 5.

#### Step 5 – Forward Documents to Highways and Local Programs

For federally funded projects all available information, including costs, should be forwarded through the Region Highways and Local Programs Engineer to H&LP for their review and consultation with the FHWA. H&LP will meet with representatives of the agency and the consultant to review the alleged design error(s), and attempt to find a resolution to the issue. If necessary, H&LP will request assistance from the Attorney General's Office for legal interpretation. H&LP will also identify how the alleged error(s) affects eligibility of project costs for federal reimbursement.

- If mutual agreement is reached, the agency and consultant adjust the scope of work and costs to reflect the agreed upon resolution. H&LP, in consultation with FHWA, will identify the amount of federal participation in the agreed upon resolution of the issue.
- If mutual agreement is not reached, the agency and consultant may seek settlement by arbitration or by litigation.

## **Exhibit K**

### **Consultant Claim Procedures**

The purpose of this exhibit is to describe a procedure regarding claim(s) on a consultant agreement. The following procedures should only be utilized on consultant claims greater than \$1,000. If the consultant's claim(s) are a total of \$1,000 or less, it would not be cost effective to proceed through the outlined steps. It is suggested that the Director of Public Works or Agency Engineer negotiate a fair and reasonable price for the consultant's claim(s) that total \$1,000 or less.

This exhibit will outline the procedures to be followed by the consultant and the agency to consider a potential claim by the consultant.

#### **Step 1 – Consultant Files a Claim with the Agency Project Manager**

If the consultant determines that they were requested to perform additional services that were outside of the agreement's scope of work, they may be entitled to a claim. The first step that must be completed is the request for consideration of the claim to the Agency's project manager.

The consultant's claim must outline the following:

- Summation of hours by classification for each firm that is included in the claim;
- Any correspondence that directed the consultant to perform the additional work;
- Timeframe of the additional work that was outside of the project scope;
- Summary of direct labor dollars, overhead costs, profit and reimbursable costs associated with the additional work; and
- Explanation as to why the consultant believes the additional work was outside of the agreement scope of work.

#### **Step 2 – Review by Agency Personnel Regarding the Consultant's Claim for Additional Compensation**

After the consultant has completed step 1, the next step in the process is to forward the request to the Agency's project manager. The project manager will review the consultant's claim and will meet with the Director of Public Works or Agency Engineer to determine if the Agency agrees with the claim. If the FHWA is participating in the project's funding, forward a copy of the consultant's claim and the Agency's recommendation for federal participation in the claim to the WSDOT Highways and Local Programs through the Region Local Programs Engineer. If the claim is not eligible for federal participation, payment will need to be from agency funds.

If the Agency project manager, Director of Public Works or Agency Engineer, WSDOT Highways and Local Programs (if applicable), and FHWA (if applicable) agree with the consultant's claim, send a request memo, including backup documentation to the consultant to either supplement the agreement, or create a new agreement for the claim. After the request has been approved, the Agency shall write the supplement and/or new agreement and pay the consultant the amount of the claim. Inform the consultant that the final payment for the agreement is subject to audit. No further action is needed regarding the claim procedures.

**Exhibit M-1(a)**  
**Certification Of Consultant**

Project No. \_\_\_\_\_  
Local Agency: City of Chehalis

I hereby certify that I am Kenneth M. Vigil and duly authorized representative of the firm of ESA Vigil Agimis whose address is 819 SE Morrison St, Portland OR 97214 and that neither I nor the above firm I here represent has:

- (a) Employed or retained for a commission, percentage, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for me or the above CONSULTANT) to solicit or secure the AGREEMENT;
- (b) Agreed, as an express or implied condition for obtaining this contract, to employ or retain the services of any firm or person in connection with carrying out this AGREEMENT; or
- (c) Paid, or agreed to pay, to any firm, organization or person (other than a bona fide employee working solely for me or the above CONSULTANT) any fee, contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out this AGREEMENT; except as hereby expressly stated (if any);

I acknowledge that this certificate is to be available to the Washington State Department of Transportation and the Federal Highway Administration, U.S. Department of Transportation in connection with this AGREEMENT involving participation of Federal-aid highway funds, and is subject to applicable State and Federal laws, both criminal and civil.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

**Exhibit M-1(b)**  
**Certification Of Agency Official**

I hereby certify that I am the AGENCY Official of the Local Agency of City of Chehalis, Washington, and that the consulting firm or its representative has not been required, directly or indirectly as an express or implied condition in connection with obtaining or carrying out this AGREEMENT to:

- (a) Employ or retain, or agree to employ to retain, any firm or person; or
- (b) Pay, or agree to pay, to any firm, person, or organization, any fee, contribution, donation, or consideration of any kind; except as hereby expressly stated (if any):

I acknowledge that this certificate is to be available to the Washington State Department of Transportation and the Federal Highway Administration, U.S. Department of Transportation, in connection with this AGREEMENT involving participation of Federal-aid highway funds, and is subject to applicable State and Federal laws, both criminal and civil.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

**Exhibit M-2**  
**Certification Regarding Debarment, Suspension, and Other Responsibility**  
**Matters-Primary Covered Transactions**

- I. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
- A. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
  - B. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission or fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
  - C. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (I) (B). of this certification; and
  - D. Have not within a three (3) year period preceding this application/proposal had one or more public transactions (federal, state, or local) terminated for cause or default.
- II. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Consultant (Firm): ESA Vigil Agrimis

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Signature) President or Authorized Official of Consultant

**Exhibit M-3**  
**Certification Regarding The Restrictions**  
**of The use of Federal Funds for Lobbying**

The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

1. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
  
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The prospective participant also agrees by submitting his or her bid or proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts which exceed \$100,000 and that all such subrecipients shall certify and disclose accordingly.

Consultant (Firm): ESA Vigil Agrimis

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Signature) President or Authorized Official of Consultant



**Exhibit M-4**  
**Certificate of Current Cost or Pricing Data**

This is to certify that, to the best of my knowledge and belief, the cost or pricing data (as defined in section 15.401 of the Federal Acquisition Regulation (FAR) and required under FAR subsection 15.403-4) submitted, either actually or by specific identification in writing, to the contracting officer or to the contracting officer's representative in support of Salzer Creek Scour Mitigation RFP 1-14 \* are accurate, complete, and current as of 08/05/2014 \*\*. This certification includes the cost or pricing data supporting any advance agreements and forward pricing rate agreements between the offeror and the Government that are part of the proposal.

Firm ESA Vigil Agrimis

Name Kenneth M. Vigil

Title Vice President

Date of Execution\*\*\* \_\_\_\_\_

- \* Identify the proposal, quotation, request for price adjustment, or other submission involved, giving the appropriate identifying number (e.g., RFP No.).
- \*\* Insert the day, month, and year when price negotiations were concluded and price agreement was reached.
- \*\*\* Insert the day, month, and year of signing, which should be as close as practicable to the date when the price negotiations were concluded and the contract price was agreed to.



<b>Supplemental Agreement Number 01</b>		Organization and Address HDJ Design Group, PLLC 314 W. 15th Street Vancouver, WA 98660-2927	
Original Agreement Number		Phone: (360) 695-3488	
Project Number BHM-5661(002)	Execution Date 5/1/2014	Completion Date 12/31/2015	
Project Title National Avenue Salzer Creek Bridge	New Maximum Amount Payable \$ 41,766.00		
Description of Work The supplement 01 includes assembly of Ad ready PS&E documents..			

The Local Agency of City of Chehalis  
 desires to supplement the agreement entered into with HDJ Design Group  
 and executed on 5/1/2014 and identified as Agreement No. \_\_\_\_\_  
 All provisions in the basic agreement remain in effect except as expressly modified by this supplement.

The changes to the agreement are described as follows:

I

Section 1, SCOPE OF WORK, is hereby changed to read:  
See attached Exhibit A-1 Supplement 01 amended scope of work

II

Section IV, TIME FOR BEGINNING AND COMPLETION, is amended to change the number of calendar days for completion of the work to read: no change in completion date

III

Section V, PAYMENT, shall be amended as follows:  
See attached Exhibit B-2 for supplement 01 budget estimate. Original = \$39,750.00, Supplement 01 = \$2,016.00

as set forth in the attached Exhibit A, and by this reference made a part of this supplement.

If you concur with this supplement and agree to the changes as stated above, please sign in the appropriate spaces below and return to this office for final action.

By: Gregory P. Jellison, P.E. Principal/Member

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

\_\_\_\_\_  
 Consultant Signature

\_\_\_\_\_  
 Approving Authority Signature

\_\_\_\_\_  
 Date

**EXHIBIT A-1  
SUPPLEMENT 01  
AMENDED SCOPE OF WORK  
Project Management Services**

**National Avenue Salzer Creek Project  
City of Chehalis, WA**

**General Description:**

City of Chehalis has asked HDJ to perform the assembly of the Ad ready plans, specifications and estimate (PS&E). HDJ is proposing the additional scope items below to accommodate this extra work.

In general, the added work will involve, but not be limited to, the following key components and deliverables:

- Assembling ad ready PS&E documents.

**Assumptions:**

The following assumptions are specific to the additional work involved with the additional surveying:

- 1) Ad ready plan sheets, project specific specifications and an engineer's estimate of costs will be provided by ESA Vigil-Agrimis as part of their contract with the City of Chehalis. ESA Vigil-Agrimis will also provide copies of all environmental and right of way documents to be referenced in the contract.
- 2) Ad ready documents will be provided in electronic format. Plans in pdf format, specifications in word format and an estimate in Excel format. Environmental and right of way documents will be furnished in pdf format.
- 3) City of Chehalis will provide all contract related documents for inclusion in the ad ready PS&E package.

**Sub-Task 5.2 – PS&E Assembly**

HDJ will perform assembly of the Ad ready PS&E to include the following:

- 1) Assembly of the Ad ready plans, specifications and estimate (PS&E) including contract documents, non-project specific amendments and special provisions and wage rates.
- 2) Conversion of PS&E into pdf format.
- 3) Upload to a plan distribution center of the City's choice, to be determined at a later date.

**Sub-Task 5.2 – Deliverables**

- Ad ready PS&E in pdf format.

**Sub-Task 5.2 – Exclusions**

- All costs for services provided by the chosen plan distribution center.

City of Chehalis  
National Avenue Salzer Creek Project

Task and Description	HDJ Design Group PLLC (Engineering/Management)							HDJ	BUDGET	
	ENG-VII	ENG-VI	ENG-III	Pjt-Mngr	INSP-III	INSP-II	ADMIN	Expense	TOTAL	AMOUNT
<b>TASK 1 - PROJECT ADMINISTRATION</b>										\$10,228.00
Sub-task 1.1 Contract Administration, Invoicing, and Progress Reports		12.00		10.00			4.00		3,268.00	\$3,268.00
Sub-task 1.1 Prepare and maintain project schedule and documentation		1.00		8.00					1,184.00	\$1,184.00
Sub-task 1.2 Meetings		4.00		40.00					5,776.00	\$5,776.00
<b>TASK 2 - RFP ASSISTANCE</b>										\$4,824.00
Sub-task 2.1 RFP Preparation and Advertisement Assistance		1.00		36.00					4,824.00	\$4,824.00
<b>TASK 3 - CONSULTANT SELECTION AND NEGOTIATION</b>										\$6,644.00
Sub-task 3.1 Consultant Selection		1.00		18.00					2,484.00	\$2,484.00
Sub-task 3.2 Agreement Negotiation				32.00					4,160.00	\$4,160.00
<b>TASK 4 - DESIGN OVERSIGHT</b>										\$15,280.00
Sub-task 4.1 Design Project Administration		1.00		24.00					3,264.00	\$3,264.00
Sub-task 4.2 Plan Reviews		2.00		42.00					5,748.00	\$5,748.00
Sub-task 4.3 Environmental and Permitting Assistance				16.00					2,080.00	\$2,080.00
Sub-task 4.4 Right of Way Assistance				12.00					1,560.00	\$1,560.00
Sub-task 4.4 Bid Package Review		2.00		18.00					2,628.00	\$2,628.00
<b>TASK 5 - CONSTRUCTION ADVERTISEMENT ASSISTANCE</b>										\$4,240.00
Sub-task 5.1 Advertisement Assistance		1.00		16.00					2,224.00	\$2,224.00
Sub-task 5.2 PS&E Assembly		2.00	16.00						2,016.00	\$2,016.00
<b>Reimbursable Expenses</b>										\$550.00
Copies								200.00	200.00	\$200.00
Travel								300.00	300.00	\$300.00
Delivery								50.00	50.00	\$50.00
BRO Tax 1.8%								0.00	0.00	\$0.00
<b>TOTAL HOURS</b>	0.00	27.00	16.00	272.00	0.00	0.00	4.00			
<b>HOURLY RATES</b>	180.00	144.00	108.00	130.00	106.00	88.00	60.00			
<b>TOTAL DOLLARS</b>	\$ -	\$ 3,888.00	\$ 1,728.00	\$ 35,360.00	\$ -	\$ -	\$ 240.00	\$ 550.00	\$ 41,766.00	\$41,766.00



# Local Agency Agreement Supplement

Agency City of Chehalis		Supplement Number <b>1</b>
Federal Aid Project Number BHM-5661(002)	Agreement Number LA-8266	CFDA No. <b>20.205</b> (Catalog of Federal Domestic Assistance)

The Local Agency requests to supplement the agreement entered into and executed on 9-6-13

All provisions in the basic agreement remain in effect except as modified by this supplement.

The changes to the agreement are as follows:

### Project Description

Name National Ave. Salzer Creek Length 0.1 miles

Termini Exhibitor Road to Hampe Way

Description of Work  No Change

### Reason for Supplement

Moving additional funds into PE phase now that consultant PE costs are known.

Does this change require additional Right of Way or Easements?  Yes  No Advertisement Date: Feb. 2015

Type of Work	Estimate of Funding				
	(1) Previous Agreement/Suppl.	(2) Supplement	(3) Estimated Total Project Funds	(4) Estimated Agency Funds	(5) Estimated Federal Funds
<b>PE</b>					
<u>100</u> % a. Agency					
b. Other Consultant	113,000.00	64,735.00	177,735.00	0.00	177,735.00
c. Other					
Federal Aid Participation Ratio for PE d. State	1,000.00	1,000.00	2,000.00	0.00	2,000.00
e. Total PE Cost Estimate (a+b+c+d)	114,000.00	65,735.00	179,735.00		179,735.00
<b>Right of Way</b>					
f. Agency					
g. Other					
Federal Aid Participation Ratio for RW h. Other					
i. State					
j. Total RW Cost Estimate (f+g+h+i)					
<b>Construction</b>					
k. Contract					
l. Other					
m. Other					
n. Other					
Federal Aid Participation Ratio for CN o. Agency					
p. State					
q. Total CN Cost Estimate (k+l+m+n+o+p)					
r. Total Project Cost Estimate (e+j+q)	114,000.00	65,735.00	179,735.00		179,735.00

The Local Agency further stipulates that pursuant to said Title 23, regulations and policies and procedures, and as a condition to payment of the Federal funds obligated, it accepts and will comply with the applicable provisions.

Agency Official

Washington State Department of Transportation

By \_\_\_\_\_

By \_\_\_\_\_

Title \_\_\_\_\_

Director of Local Programs

Date Executed \_\_\_\_\_

City of Chehalis  
National Ave. Salzer Creek  
BHM-5661(002)

PE Estimate of Costs

Based on negotiated consultant agreements

Design

Topo Survey	6,401	
Field Invest.	4,994	
Analysis	12,141	
design	32,925	
Permitting	55,845	
bidding services	730	
Coordination	12,006	
project management	<u>10,893</u>	
	135,935	design

Consultant management 41,800

State 2,000

179,735 total design cost