

**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

**Regular Meeting of Monday, October 13, 2014**

**5:00 p.m.**

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

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 / PRESENTATIONS		
3. <u>Proclamation Declaring October as Domestic Violence Awareness Month in Chehalis.</u> (Mayor, HRN Executive Director Tara Leno)	---	
4. <u>Update of Port of Chehalis Activities.</u> (Port Executive Director Randy Mueller)	---	
5. <u>Shorelines Master Program Update.</u> (Community Development Director, Brad Medrud - AHBL)	---	
6. <u>Update on Chehalis River Basin Flood Authority Policy Workshop.</u> (Chehalis Representative Julie Balmelli-Powe)	---	

**CONSENT CALENDAR**

7. <u>Minutes of the Regular Meeting of September 22, 2014.</u> (City Clerk)	APPROVE	1
8. <u>Vouchers and Transfers.</u> (Finance Manager)	APPROVE	5
9. <u>Award Engineering Contract for High Level Reservoir at McFadden Park to HDR Engineering, Inc., in an Amount not to Exceed \$250,000 and Authorize City Manager to Execute Contract Agreement.</u> (City Manager, Public Works Director, Water Superintendent)	AWARD ENGINEERING CONTRACT TO HDR ENGINEERING, INC. AND AUTHORIZE CITY MANAGER TO EXECUTE CONTRACT AGREEMENT	7
10. <u>Award Engineering Contract for Second Flocculation Pre-Sedimentation Train at the Water Filter Plant to HDR Engineering, Inc., in an Amount not to Exceed \$420,000 and Authorize City Manager to Execute Contract Agreement.</u> (City Manager, Public Works Director, Water Superintendent)	AWARD ENGINEERING CONTRACT TO HDR ENGINEERING, INC. AND AUTHORIZE CITY MANAGER TO EXECUTE CONTRACT AGREEMENT	32

**ADMINISTRATION AND CITY COUNCIL REPORTS**

11. <u>Administration Reports.</u>		
a. Annual debt compliance update. (Finance Manager)	INFORMATION ONLY	52
12. <u>Council Reports.</u>		
a. Councilor reports. (City Council)	INFORMATION ONLY	
b. Council committee reports. (City Council)	INFORMATION ONLY	

**NEW BUSINESS**

13. <u>Approve Candidates and Funding Amounts of the Lodging Tax Advisory Committee (LTAC) for Use of Lodging Tax Funds for 2015 and 2014; and Reappoint the Memberships of Todd Chaput, Michel Rey, Satpal Sohal, Alicia Bull, Rick Burchett and Chip Duncan to the LTAC.</u> (City Manager, Councilor Harris - LTAC Chair)	APPROVE USE OF LODGING TAX FUNDS FOR 2015 AND 2014 AND REAPPOINT MEMBERSHIPS OF TODD CHAPUT, MICHEL REY, SATPAL SOHAL, ALICIA BULL, RICK BURCHETT AND CHIP DUNCAN TO THE LTAC	55
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THE CITY COUNCIL MAY ADD AND TAKE ACTION ON  
OTHER ITEMS NOT LISTED ON THIS AGENDA

SPECIAL EXECUTIVE SESSION ON TUESDAY, OCTOBER 14, 2014

NEXT REGULAR CITY COUNCIL MEETING WILL BE ON MONDAY, OCTOBER 27, 2014

September 22, 2014

The Chehalis city council met in regular session on Monday, September 22, 2014, in the Chehalis city hall. Mayor Dawes called the meeting to order at 5:00 p.m. with the following council members present: Terry Harris, Dr. Isaac Pope, Daryl Lund, and Tony Ketchum. Councilors Taylor and Spahr 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; Dennis Osborn, Community Development Director; Dale McBeth, Municipal Court Judge; Becky Fox, Court Administrator; and Rick Sahlin, Public Works Director. Members of the media included Dameon Pesanti from *The Chronicle*.

1. **Interview Jeff McCord for Consideration of Appointment to the Chehalis Planning Commission.** The city council interviewed Jeff McCord who submitted an application to be considered for appointment to the Chehalis Planning Commission.

2. **Update on the National Avenue Wetland Mitigation Bank.** Bob Sokolove with Womble Carlyle Ecology Innovations, (WCEI), LLC provided a brief update on the status of the National Avenue and Hanaford Valley mitigation sites. He indicated the Hanaford site had received full approval and they've already received preliminary approval on the National Avenue site.

Mr. Sokolove reported, shortly after they met with TransAlta, it was decided they would move forward with the Hanaford site first. He stated this decision would not affect the economics of the deal between WCEI and the city, noting the relationship between WCEI, TransAlta and the city is that the city would receive the first credits out.

Mr. Sokolove reported, a few months back, they met with representatives from the Governor's Office and Scott Boeltcher, representing the Chehalis River Basin Flood Authority, who expressed interest in the National Avenue site with regard to the positive affect it could have on flood control in the region. Mr. Sokolove reported they later decided to move forward with the original design of the National Avenue site because there didn't seem to be enough interest to make it more flood control oriented. He noted they've done a lot of hydrologic studies in the interim, and whether they build the dam/levee project or not, the National Avenue site would be insignificant with regard to flood control.

Mr. Sokolove reported, based on his most recent discussions with the U.S. Army Corps of Engineers and the Department of Ecology (DOE), we should start to go through the final approval process at the end of this year, or early 2015. He indicated they've already sold a number of the city's credits to Lewis County for around \$200,000 per acre.

Mr. Sokolove suggested if flood control efforts do start occurring there will be a massive need for wetland mitigation bank credits, but believed the Washington State Department of Transportation will ultimately be the largest user of mitigation credits in the watershed.

3. **Update on County-wide Health Assessment.** Lewis County Public Health and Social Services Director Danette York reported several agencies came together to work on a county-wide health assessment. She noted they worked across the county to find out what citizens think are the biggest issues that affect our health.

Ms. York invited the council to attend a community forum on Wednesday, September 24, at Corbet Theatre, where Dr. Donna Beegle will be sharing the concerns of local residents and will discuss the trends affecting Lewis County's health. She reported they will also be having a retreat on October 8, from 9:00 a.m. to 3:00 p.m., at the Holiday Inn in Chehalis, to review the findings, prioritize the issues, and look at what can be done to address the issues.

4. **Citizen Business.** Holly St. Clair (371 Zandacki Road) invited the council to attend a Crude Oil Awakening Concert and Solar Presentation on October 11, at 7:00 p.m., at the Matrix (Coffeehouse).

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

a. Minutes of the regular meeting of September 8, 2014;

b. Claim Vouchers No. 110356-110505 and Electronic Funds Transfer No. 82014 in the amount of \$482,803.70 dated September 15, 2014;

September 22, 2014

- c. Appoint Julie Balmelli-Powe to the Chehalis River Basin Flood Authority as the city's primary representative; and
- d. Approve Master Interlocal Agreement between the city and Lewis County for reimbursable contracted services provided by Lewis County and authorize the city manager to execute the same.

The motion was seconded by Councilor Lund and carried unanimously.

Mayor Dawes thanked Ms. Balmelli-Powe for her willingness to step up in the roll again as the city's representative. Ms. Balmelli-Powe stated she was glad to be back.

Councilor Harris stated he heard there was going to be a two-day policy workshop next week involving the Flood Authority and asked if Ms. Balmelli-Powe could report back to the council. Ms. Balmelli-Powe stated she would be happy to.

#### 6. Administration Reports.

- a. August Financial Report. Finance Manager Judy Pectol reported the property tax numbers were low, but reminded the council that November is always the second highest month for property tax revenue. She also reported, in the short time that the pool was open they received \$13,468 in revenue (for roughly half the month of August).

#### 7. City Council Reports.

- a. Update From Councilor Pope. Councilor Pope reported, at the last meeting of the Chehalis Foundation, they discussed changing their structure to include two committees: one for education and one for the city. He stated he had reservations about the new structure because city projects have to be approved by the council before any action is taken. Councilor Pope asked if City Manager MacReynold could invite someone from the Foundation to come and explain the new process.

City Manager MacReynold stated if the council wished for that to happen the administration would certainly follow through. Mayor Dawes suggested it be put on the schedule.

- b. Update From Councilor Harris. Councilor Harris reported he recently took a tour of the Central Transfer Station and got to see a lot of the new, reuse and recycle programs that they've been able to enact. He noted they used Stan Hedwall Park's yard waste site as a model for collecting yard waste at the transfer station.

Councilor Harris reported they are starting to work on Christmas decorations, noting they will have a couple of weekends where they'll be doing some painting projects.

Councilor Harris reported the Chehalis River Basin Partnership would be meeting on Friday, adding Wendy Buffet from DOE would be giving a report on Ecology's oil spill response.

Councilor Harris reported the Lodging Tax Advisory Committee would be having their annual meeting on September 23 to review the applications received from various agencies and city staff requesting tourism funding for 2015.

- c. Update From Mayor Dawes. Mayor Dawes reported he attended the open house at the Lewis County Courthouse on September 10. He noted those who toured the courthouse and completed their trivia passports received a free copy of the historical book, "These Walls Can Talk," written by local historian Julie McDonald Zander. Mayor Dawes stated, if anyone is interested in getting a copy of the book they could probably purchase it at Book 'n Brush, or at the Lewis County Historical Museum. He noted it's a good \$10 spent on some local history.

Mayor Dawes reported he attended the Transportation Strategic Council meeting on September 15, noting the Chamber Way overpass from National Avenue over to the freeway, and National Avenue from the city limits north into town was placed in the top five on the list of countywide priorities.

September 22, 2014

Mayor Dawes reported, on September 16, he and Councilor Harris attended the city's 2013 audit exit conference. He noted the city received a clean/no letter audit thanks to Ms. Pectol and the efforts of the entire city staff.

Mayor Dawes stated he attended the Business After Hours at Pope's Kids Place on September 19, noting they were able to see some of the items bought as a result of the funds raised at the last gala, adding it was pretty impressive.

Mayor Dawes reported he also attended the ARTrails kick-off at the Centralia Railroad Depot, noting it was a nice event and they had a lot of great art on display from local artists.

**8. Resolution No. 8-2014, First and Final Reading – Adopting Public Defense Standards and Requesting the City Manager to Provide Updates Regarding Changes in the Underlying Adopted Standards in Conjunction with the Annual Budget Report.** Municipal Court Judge Dale McBeth reported the Supreme Court issued new standards for public defenders stating they need to do certain things when representing a person on a public defense. He noted it's the Federal Court's opinion that courts are not investigating or following through to make sure clients are getting a fair shake. Judge McBeth stated the city needs to make sure that the contracts we have with our two public defenders meet the new standards.

Mayor Dawes inquired as to what would happen if they implement the new standards and the public defenders don't do their job. Judge McBeth stated the court would essentially find a new public defender.

Councilor Harris noted the resolution basically states the public defenders will be professional and do their job to represent people. He stated, "I thought that was what they are supposed to do when they take their oath." Judge McBeth stated the new standards are a lot more specific in terms of meeting, investigating, and hiring outside resources, if necessary.

Court Administrator Becky Fox reported it also puts new case load limits on how many clients they can represent on an annual basis. Judge McBeth reported they follow the standards of the Supreme Court which say they can't have more than 400 cases total in one year. (This includes other courts and private clients, as well.)

Councilor Ketchum inquired about the increased work load and wondered how they will track it. Ms. Fox reported the Washington Cities Insurance Authority did some training on how to prevent it. She noted the court would be updating the public defense contracts and will implement a complaint process. Ms. Fox noted the public defenders are also required to provide quarterly certifications stating they are complying with the standards. She stated she'll need to develop a process to start tracking compliance, adding it's a work in progress and the resolution was the first step in the process.

City Attorney Hillier stated once the certification is given by the attorney and he misrepresents any part of it, he could lose his ability to practice law in the State of Washington. He noted the attorneys have a proactive duty to report to the courts they work for, the number of cases they have, time spent with clients, and any incidental costs they run up. City Attorney Hillier reported the courts job is to deal with the two defense attorneys we currently have and to make sure they're reporting information for all of the courts they work in.

Councilor Harris inquired about other resources should one of our public defenders reach the limit. Judge McBeth stated there are five to 10 local attorneys that do public defense through District and Superior Court. He noted they can inquire to see if they would be willing to take on some of our cases. Judge McBeth noted it's been done in the past when they've run into a conflict and had to hire a third public defender.

Councilor Ketchum moved to adopt Resolution No. 8-2014 on first and final reading and authorize the city manager to enter into a new contract for public defense services for the Chehalis Municipal Court.

The motion was seconded by Councilor Pope and carried unanimously.

There being no further business to come before the council, the meeting adjourned 5:39 p.m.

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Mayor

September 22, 2014

Attest:

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

**SUGGESTED MOTION**

I move that the council approve the minutes of the regular city council meeting of September 22, 2014.

## CITY OF CHEHALIS AGENDA REPORT

DATE: September 30, 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:

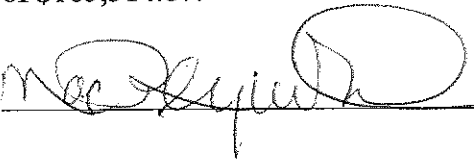
Claim Vouchers No. 110506 through 110627 in the amount of \$165,314.87 dated September 30, 2014 and the transfer of \$56,448.40 from the General Fund, \$176.25 from the Federal & State Grants Fund, \$52,403.40 from the Wastewater Fund, \$12,008.21 from the Water Fund, \$6,404.78 from the Storm & Surface Water Utility Fund, \$36,954.94 from the Airport Fund and \$918.89 from the Firemen's Pension Fund.

### RECOMMENDATION/COUNCIL ACTION DESIRED

The administration recommends that the council approve the September 30, 2014 Claim Vouchers No. 110506 through 110627 in the amount of \$165,314.87.

### SUGGESTED MOTION

I move to approve the September 30, 2014 Claim Vouchers No. 110506 through 110627 in the amount of \$165,314.87.


Reviewed by:  City Manager


# CITY OF CHEHALIS

## AGENDA REPORT

DATE: September 30, 2014

TO: The Honorable Mayor and City Council

FROM: Judy Pectol, Finance Manager 

PREPARED BY: Michelle White, Accounting Tech II 

SUBJECT: Payroll Vouchers and Transfers

### ISSUE

Council approval is requested of the following financial transactions:

Payroll Vouchers No. 37641 through 37716, Direct Deposit Payroll Vouchers No. 5345 through 5430 and Electronic Federal Tax Payment No. 140 dated September 30, 2014 in the amount of \$740,092.51 and the transfer of \$504,155.07 from the General Fund, \$7,606.12 from the Arterial Street Fund, \$83,834.85 from the Wastewater Fund, \$88,834.01 from the Water Fund, \$25,458.00 from the Storm & Surface Water Utility Fund, \$27,091.76 from the Airport Fund and \$3,112.70 from the Firemen's Pension Fund.

### RECOMMENDATION/COUNCIL ACTION DESIRED

The administration recommends that the council approve the September 30, 2014 Payroll Vouchers No. 37641 through 37716, Direct Deposit Payroll Vouchers No. 5345 through 5430, and Electronic Federal Tax Payment No. 140 in the amount of \$740,092.51.

### SUGGESTED MOTION

I move to approve the September 30, 2014, Payroll Vouchers No. 37641 through 37716, Direct Deposit Payroll Vouchers No. 5345 through 5430, and Electronic Federal Tax Payment No. 140 in the amount of \$740,092.51.

Reviewed by: , City Manager



CITY OF CHEHALIS

AGENDA REPORT

DATE: October 6, 2014

TO: The Honorable Mayor and City Council

FROM: Dave Vasilauskas, Water Superintendent  
Rick Sahlin, Public Works Director

SUBJECT: Award Contract for Design and Construction Services for a New High Level Reservoir Replacement

ISSUE / PURPOSE

The City of Chehalis was recently awarded a Washington State-Drinking Water Revolving Fund (DWSRF) loan to finance a new high level reservoir replacement project at the city owned McFadden Park site. The administration put out a request for qualification for engineering firms interested in providing professional engineering services for this project.

DISCUSSION

In May 2014, four firms responded to provide engineering services for the design and construction of a new high level reservoir. After extensive review, HDR Engineering, Inc., was deemed to be the most qualified. HDR has a working knowledge of the city's water system from the development of the Water System Plan update in 2012. Back in 2004, HDR completed the design and preparation of bid documents for the city to replace this reservoir; however, due to the lack of funding it was never put out for bid. With little revision and updates to the prior design, this project start up can happen quickly with a savings of approximately \$30,000.

RECOMMENDATION/COUNCIL ACTION DESIRED

The administration recommends that the city council authorize the city manager to execute the contract agreement with HDR Engineering, Inc., for design and related professional services for the construction of a high level reservoir replacement at McFadden Park in an amount not to exceed \$250,000.

SUGGESTED MOTION

I move that the city council authorize the city manager to execute the contract agreement with HDR Engineering, Inc., for design and related professional services for the construction of a high level reservoir replacement at McFadden Park in an amount not to exceed \$250,000.

REVIEWED BY:  , CITY MANAGER

## **MULTIPLE PROJECT AGREEMENT FOR PROFESSIONAL SERVICES**

**THIS AGREEMENT** is made as of this \_\_\_\_\_ day of \_\_\_\_\_, 2014, between City of Chehalis, hereinafter referred to as "OWNER", and HDR Engineering, Inc., hereinafter referred to as "ENGINEER," for engineering services as described in this Agreement.

**WHEREAS**, OWNER desires to retain ENGINEER, a professional engineering firm, to provide professional engineering, consulting and related services ("Services") on one or more projects in which the OWNER is involved; and

**WHEREAS**, ENGINEER desires to provide such services on such projects as may be agreed, from time to time, by the parties;

**NOW, THEREFORE**, in consideration of the mutual covenants contained herein, the parties agree as follows:

### **SECTION I. PROJECT TASK ORDER**

- 1.1 This Agreement shall apply to as many projects as OWNER and ENGINEER agree will be performed under the terms and conditions of this Agreement. Each project ENGINEER performs for OWNER hereunder shall be designated by a "Task Order." No Task Order shall be binding or enforceable unless and until it has been properly executed by both OWNER and ENGINEER. Each properly executed Task Order shall become a separate supplemental agreement to this Agreement.
- 1.2 In resolving potential conflicts between this Agreement and the Task Order pertaining to a specific project, the terms of the Task Order shall control.
- 1.3 ENGINEER will provide the Scope of Services as set forth in Part 2 of each Task Order.

### **SECTION II. RESPONSIBILITIES OF OWNER**

In addition to the responsibilities described in paragraph 6 of the attached "HDR Engineering, Inc. Terms and Conditions for Professional Services," OWNER shall have the responsibilities described in Part 3 of each Task Order.

### SECTION III. COMPENSATION

Compensation for ENGINEER's Services shall be in accordance with Part 5 of each Task Order, and in accordance with paragraph 11 of the attached "HDR Engineering, Inc. Terms and Conditions for Professional Services."

### SECTION IV. TERMS AND CONDITIONS OF ENGINEERING SERVICES

The "HDR Engineering, Inc. Terms and Conditions for Professional Services," which are attached hereto, are incorporated into this Agreement by this reference.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first written above.

CITY OF CHEHALIS

"OWNER"

BY: \_\_\_\_\_

NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

ADDRESS: \_\_\_\_\_  
\_\_\_\_\_

HDR ENGINEERING, INC.

"ENGINEER"

BY: Karen M Doherty

NAME: Karen M Doherty

TITLE: Vice President

ADDRESS: 500 108th Ave NE Ste 1200  
Bellevue, WA 98004

# HDR Engineering, Inc.

## Terms and Conditions for Professional Services

### 1. STANDARD OF PERFORMANCE

The standard of care for all professional engineering, consulting and related services performed or furnished by ENGINEER and its employees under this Agreement will be the care and skill ordinarily used by members of ENGINEER's profession practicing under the same or similar circumstances at the same time and in the same locality. ENGINEER makes no warranties, express or implied, under this Agreement or otherwise, in connection with ENGINEER's services.

### 2. INSURANCE/INDEMNITY

ENGINEER agrees to procure and maintain, at its expense, Workers' Compensation insurance as required by statute; Employer's Liability of \$250,000; Automobile Liability insurance of \$1,000,000 combined single limit for bodily injury and property damage covering all vehicles, including hired vehicles, owned and non-owned vehicles; Commercial General Liability insurance of \$1,000,000 combined single limit for personal injury and property damage; and Professional Liability insurance of \$1,000,000 per claim for protection against claims arising out of the performance of services under this Agreement caused by negligent acts, errors, or omissions for which ENGINEER is legally liable. OWNER shall be made an additional insured on Commercial General and Automobile Liability insurance policies and certificates of insurance will be furnished to the OWNER. ENGINEER agrees to indemnify OWNER for claims to the extent caused by ENGINEER's negligent acts, errors or omissions. However, neither Party to this Agreement shall be liable to the other Party for any special, incidental, indirect, or consequential damages (including but not limited to loss of profits or revenue; loss of use or opportunity; loss of good will; cost of substitute facilities, goods, or services; and/or cost of capital) arising out of, resulting from, or in any way related to the Project or the Agreement from any cause or causes, including but not limited to any such damages caused by the negligence, errors or omissions, strict liability or breach of contract.

### 3. OPINIONS OF PROBABLE COST (COST ESTIMATES)

Any opinions of probable project cost or probable construction cost provided by ENGINEER are made on the basis of information available to ENGINEER and on the basis of ENGINEER's experience and qualifications, and represents its judgment as an experienced and qualified professional engineer. However, since ENGINEER has no control over the cost of labor, materials, equipment or services furnished by others, or over the contractor(s)' methods of determining prices, or over competitive bidding or market conditions, ENGINEER does not guarantee that proposals, bids or actual project or construction cost will not vary from opinions of probable cost ENGINEER prepares.

### 4. CONSTRUCTION PROCEDURES

ENGINEER's observation or monitoring portions of the work performed under construction contracts shall not relieve the contractor from its responsibility for performing work in accordance with applicable contract documents. ENGINEER shall not control or have charge of, and shall not be responsible for, construction means, methods, techniques, sequences, procedures of construction, health or safety programs or precautions connected with the work and shall not manage, supervise, control or have charge of construction. ENGINEER shall not be responsible for the acts or omissions of the contractor or other parties on the project. ENGINEER shall be entitled to review all construction contract documents and to require that no provisions extend the duties or liabilities of ENGINEER beyond those set forth in this Agreement. OWNER agrees to include ENGINEER as an indemnified party in OWNER's construction contracts for the work, which shall protect ENGINEER to the same degree as OWNER. Further, OWNER agrees that ENGINEER shall be listed as an additional insured under the construction contractor's liability insurance policies.

### 5. CONTROLLING LAW

This Agreement is to be governed by the law of the state where ENGINEER's services are performed.

### 6. SERVICES AND INFORMATION

OWNER will provide all criteria and information pertaining to OWNER's requirements for the project, including design objectives and constraints, space, capacity and performance requirements, flexibility and expandability, and any budgetary limitations. OWNER will also provide copies of any

OWNER-furnished Standard Details, Standard Specifications, or Standard Bidding Documents which are to be incorporated into the project.

OWNER will furnish the services of soils/geotechnical engineers or other consultants that include reports and appropriate professional recommendations when such services are deemed necessary by ENGINEER. The OWNER agrees to bear full responsibility for the technical accuracy and content of OWNER-furnished documents and services.

In performing professional engineering and related services hereunder, it is understood by OWNER that ENGINEER is not engaged in rendering any type of legal, insurance or accounting services, opinions or advice. Further, it is the OWNER's sole responsibility to obtain the advice of an attorney, insurance counselor or accountant to protect the OWNER's legal and financial interests. To that end, the OWNER agrees that OWNER or the OWNER's representative will examine all studies, reports, sketches, drawings, specifications, proposals and other documents, opinions or advice prepared or provided by ENGINEER, and will obtain the advice of an attorney, insurance counselor or other consultant as the OWNER deems necessary to protect the OWNER's interests before OWNER takes action or forebears to take action based upon or relying upon the services provided by ENGINEER.

### 7. SUCCESSORS AND ASSIGNS

OWNER and ENGINEER, respectively, bind themselves, their partners, successors, assigns, and legal representatives to the covenants of this Agreement. Neither OWNER nor ENGINEER will assign, sublet, or transfer any interest in this Agreement or claims arising therefrom without the written consent of the other.

### 8. RE-USE OF DOCUMENTS

All documents, including all reports, drawings, specifications, computer software or other items prepared or furnished by ENGINEER pursuant to this Agreement, are instruments of service with respect to the project. ENGINEER retains ownership of all such documents. OWNER may retain copies of the documents for its information and reference in connection with the project; however, none of the documents are intended or represented to be suitable for reuse by OWNER or others on extensions of the project or on any other project. Any reuse without written verification or adaptation by ENGINEER for the specific purpose intended will be at OWNER's sole risk and without liability or legal exposure to ENGINEER, and OWNER will defend, indemnify and hold harmless ENGINEER from all claims, damages, losses and expenses, including attorney's fees, arising or resulting therefrom. Any such verification or adaptation will entitle ENGINEER to further compensation at rates to be agreed upon by OWNER and ENGINEER.

### 9. TERMINATION OF AGREEMENT

OWNER or ENGINEER may terminate the Agreement, in whole or in part, by giving seven (7) days written notice to the other party. Where the method of payment is "lump sum," or cost reimbursement, the final invoice will include all services and expenses associated with the project up to the effective date of termination. An equitable adjustment shall also be made to provide for termination settlement costs ENGINEER incurs as a result of commitments that had become firm before termination, and for a reasonable profit for services performed.

### 10. SEVERABILITY

If any provision of this agreement is held invalid or unenforceable, the remaining provisions shall be valid and binding upon the parties. One or more waivers by either party of any provision, term or condition shall not be construed by the other party as a waiver of any subsequent breach of the same provision, term or condition.

### 11. INVOICES

ENGINEER will submit monthly invoices for services rendered and OWNER will make prompt payments in response to ENGINEER's invoices.

ENGINEER will retain receipts for reimbursable expenses in general accordance with Internal Revenue Service rules pertaining to the support

of expenditures for income tax purposes. Receipts will be available for inspection by OWNER's auditors upon request.

If OWNER disputes any items in ENGINEER's invoice for any reason, including the lack of supporting documentation, OWNER may temporarily delete the disputed item and pay the remaining amount of the invoice. OWNER will promptly notify ENGINEER of the dispute and request clarification and/or correction. After any dispute has been settled, ENGINEER will include the disputed item on a subsequent, regularly scheduled invoice, or on a special invoice for the disputed item only.

OWNER recognizes that late payment of invoices results in extra expenses for ENGINEER. ENGINEER retains the right to assess OWNER interest at the rate of one percent (1%) per month, but not to exceed the maximum rate allowed by law, on invoices which are not paid within thirty (30) days from the date of the invoice. In the event undisputed portions of ENGINEER's invoices are not paid when due, ENGINEER also reserves the right, after seven (7) days prior written notice, to suspend the performance of its services under this Agreement until all past due amounts have been paid in full.

## 12. CHANGES

The parties agree that no change or modification to this Agreement, or any attachments hereto, shall have any force or effect unless the change is reduced to writing, dated, and made part of this Agreement. The execution of the change shall be authorized and signed in the same manner as this Agreement. Adjustments in the period of services and in compensation shall be in accordance with applicable paragraphs and sections of this Agreement. Any proposed fees by ENGINEER are estimates to perform the services required to complete the project as ENGINEER understands it to be defined. For those projects involving conceptual or process development services, activities often are not fully definable in the initial planning. In any event, as the project progresses, the facts developed may dictate a change in the services to be performed, which may alter the scope. ENGINEER will inform OWNER of such situations so that changes in scope and adjustments to the time of performance and compensation can be made as required. If such change, additional services, or suspension of services results in an increase or decrease in the cost of or time required for performance of the services, an equitable adjustment shall be made, and the Agreement modified accordingly.

## 13. CONTROLLING AGREEMENT

These Terms and Conditions shall take precedence over any inconsistent or contradictory provisions contained in any proposal, contract, purchase order, requisition, notice-to-proceed, or like document.

## 14. EQUAL EMPLOYMENT AND NONDISCRIMINATION

In connection with the services under this Agreement, ENGINEER agrees to comply with the applicable provisions of federal and state Equal Employment Opportunity for individuals based on color, religion, sex, or national origin, or disabled veteran, recently separated veteran, other protected veteran and armed forces service medal veteran status, disabilities under provisions of executive order 11246, and other employment, statutes and regulations, as stated in Title 41 Part 60 of the Code of Federal Regulations § 60-1.4 (a-f), § 60-300.5 (a-e), § 60-741 (a-e).

## 15. HAZARDOUS MATERIALS

OWNER represents to ENGINEER that, to the best of its knowledge, no hazardous materials are present at the project site. However, in the event hazardous materials are known to be present, OWNER represents that to the best of its knowledge it has disclosed to ENGINEER the existence of all such hazardous materials, including but not limited to asbestos, PCB's, petroleum, hazardous waste, or radioactive material located at or near the project site, including type, quantity and location of such hazardous materials. It is acknowledged by both parties that ENGINEER's scope of services do not include services related in any way to hazardous materials. In the event ENGINEER or any other party encounters undisclosed hazardous materials, ENGINEER shall have the obligation to notify OWNER and, to the extent required by law or regulation, the appropriate governmental officials, and ENGINEER may, at its option and without liability for delay, consequential or any other damages to OWNER, suspend performance of services on that portion of the project affected by hazardous materials until OWNER: (i) retains appropriate specialist consultant(s) or contractor(s) to identify and, as appropriate, abate,

remediate, or remove the hazardous materials; and (ii) warrants that the project site is in full compliance with all applicable laws and regulations.

OWNER acknowledges that ENGINEER is performing professional services for OWNER and that ENGINEER is not and shall not be required to become an "arranger," "operator," "generator," or "transporter" of hazardous materials, as defined in the Comprehensive Environmental Response, Compensation, and Liability Act of 1990 (CERCLA), which are or may be encountered at or near the project site in connection with ENGINEER's services under this Agreement. If ENGINEER's services hereunder cannot be performed because of the existence of hazardous materials, ENGINEER shall be entitled to terminate this Agreement for cause on 30 days written notice. To the fullest extent permitted by law, OWNER shall indemnify and hold harmless ENGINEER, its officers, directors, partners, employees, and subconsultants from and against all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) caused by, arising out of or resulting from hazardous materials, provided that (i) any such cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or injury to or destruction of tangible property (other than completed Work), including the loss of use resulting therefrom, and (ii) nothing in this paragraph shall obligate OWNER to indemnify any individual or entity from and against the consequences of that individual's or entity's sole negligence or willful misconduct.

## 16. EXECUTION

This Agreement, including the exhibits and schedules made part hereof, constitute the entire Agreement between ENGINEER and OWNER, supersedes and controls over all prior written or oral understandings. This Agreement may be amended, supplemented or modified only by a written instrument duly executed by the parties.

## 17. ALLOCATION OF RISK

OWNER AND ENGINEER HAVE EVALUATED THE RISKS AND REWARDS ASSOCIATED WITH THIS PROJECT, INCLUDING ENGINEER'S FEE RELATIVE TO THE RISKS ASSUMED, AND AGREE TO ALLOCATE CERTAIN OF THE RISKS, SO, TO THE FULLEST EXTENT PERMITTED BY LAW, THE TOTAL AGGREGATE LIABILITY OF ENGINEER (AND ITS RELATED CORPORATIONS, SUBCONSULTANTS AND EMPLOYEES) TO OWNER AND THIRD PARTIES GRANTED RELIANCE IS LIMITED TO THE GREATER OF \$100,000 OR ITS FEE, FOR ANY AND ALL INJURIES, DAMAGES, CLAIMS, LOSSES, OR EXPENSES (INCLUDING ATTORNEY AND EXPERT FEES) ARISING OUT OF ENGINEER'S SERVICES OR THIS AGREEMENT REGARDLESS OF CAUSE(S) OR THE THEORY OF LIABILITY, INCLUDING NEGLIGENCE, INDEMNITY, OR OTHER RECOVERY. THIS LIMITATION SHALL NOT APPLY TO THE EXTENT THE DAMAGE IS PAID UNDER ENGINEER'S COMMERCIAL GENERAL LIABILITY INSURANCE POLICY.

## 18. LITIGATION SUPPORT

In the event ENGINEER is required to respond to a subpoena, government inquiry or other legal process related to the services in connection with a legal or dispute resolution proceeding to which ENGINEER is not a party, OWNER shall reimburse ENGINEER for reasonable costs in responding and compensate ENGINEER at its then standard rates for reasonable time incurred in gathering information and documents and attending depositions, hearings, and trial.

## 19. UTILITY LOCATION

If underground sampling/testing is to be performed, a local utility locating service shall be contacted to make arrangements for all utilities to determine the location of underground utilities. In addition, OWNER shall notify ENGINEER of the presence and location of any underground utilities located on the OWNER's property which are not the responsibility of private/public utilities. ENGINEER shall take reasonable precautions to avoid damaging underground utilities that are properly marked. The OWNER agrees to waive any claim against ENGINEER and will indemnify and hold ENGINEER harmless from any claim of liability, injury or loss caused by or allegedly caused by ENGINEER's damaging of underground utilities that are not properly marked or are not called to ENGINEER's attention prior to beginning the underground sampling/testing.

## **TASK ORDER**

This Task Order pertains to an Agreement by and between City of Chehalis, (“OWNER”), and HDR Engineering, Inc. (“ENGINEER”), dated \_\_\_\_\_, 2014, (“the Agreement”). Engineer shall perform services on the project described below as provided herein and in the Agreement. This Task Order shall not be binding until it has been properly signed by both parties. Upon execution, this Task Order shall supplement the Agreement as it pertains to the project described below.

TASK ORDER NUMBER: 2

PROJECT NAME: High Level Water Reservoir Replacement

PART 1.0 PROJECT DESCRIPTION:

See Attachment 2.1

PART 2.0 SCOPE OF SERVICES TO BE PERFORMED BY ENGINEER ON THE PROJECT:

See Attachment 2.1

PART 3.0 OWNER’S RESPONSIBILITIES:

See Attachment 2.1

PART 4.0 PERIODS OF SERVICE:

See Attachment 2.1

PART 5.0 PAYMENTS TO ENGINEER:

See Attachment 2.1

This Task Order is executed this \_\_\_\_\_ day of \_\_\_\_\_, 2014.

CITY OF CHEHALIS

"OWNER"

HDR ENGINEERING, INC.

"ENGINEER"

BY: \_\_\_\_\_

BY: Karen M. Pomeroy

NAME: \_\_\_\_\_

NAME: Karen M. Pomeroy

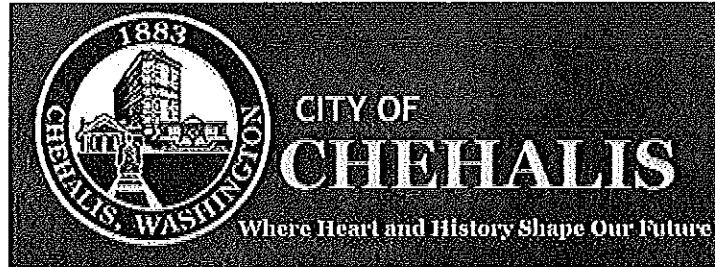
TITLE: \_\_\_\_\_

TITLE: Vice President

ADDRESS: \_\_\_\_\_  
\_\_\_\_\_

ADDRESS: 500 128<sup>th</sup> Ave NE Ste 1200  
Bellingham, WA 98204

# **Task Order 2 Attachment 2.1**



## **High Level Water Reservoir Replacement**

### **Scope of Services**

**September 2014**



606 Columbia Street NW  
Suite 200  
Olympia, WA 98501  
(360) 570-4400



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## **Background**

The existing 89,000 gallon High Level Reservoir provides gravity storage to the High Level Zone. The capital improvement plan in the City's 2012 Water System Plan (WSP) identified improvements within the High Level Pressure Zone to address deficiencies. The existing reservoir has a deficiency of approximately 55,000 gallons to meet current or projected future needs. Based on the condition of the existing tank, the City plans to replace the existing tank by constructing a new storage tank to provide at least 55,000 gallons of additional storage volume to provide a more reliable long-term solution.

## **Task Order 2**

HDR Engineering, Inc. (HDR) offers the following Scope of Services to the City of Chehalis (City) for the design and services during bidding and construction of the High Level Water Reservoir Replacement Project.

The professional services will be organized under tasks listed below which include Objectives, HDR Services, City Responsibilities, Assumptions and Deliverables as outlined in the descriptions that follow.

## **Task 200 - Project Management**

### **Objective**

Manage the scope, schedule and budget. Work with the City's project manager to coordinate activities among staff from the HDR Team and the City. Oversee the HDR team to complete task order services.

### **HDR Services**

1. Organize and manage HDR project team and coordinate with City project manager.
  - a. Conduct internal team meetings and management reviews to track and manage progress.
  - b. Conduct monthly progress meetings with City Project Manager.
2. Prepare monthly invoices using standard HDR format. Prepare brief written progress reports each month to accompany the invoice.

### **City Responsibilities**

1. Review monthly progress reports and respond to issues identified, if applicable.
2. Process monthly invoices; and communicate questions or issues to HDR Project Manager.
3. If new events or policy changes occur during the course of the task order, notify the HDR Project Manager promptly.

### **Assumptions**

1. Estimated project duration is 10 months.
2. Progress meetings may be held either at City office in Chehalis, at HDR's Olympia office, or by teleconference. The fee estimate assumes one-hour meetings at City offices.

## **Deliverables**

1. Monthly invoice and progress report.

## **Task 210 – DOH Project Report**

### **Objectives**

Prepare the Project Report to meet DOH and funding agency requirements, including the Investment Grade Efficiency Audit.

### **HDR Services**

#### **Subtask 210.1 – Alternatives Evaluation**

1. Prepare a brief (up to 5 pages) tank material alternatives technical memorandum.
  - a. Technical memorandum will address different material options for construction of the tank to help the City choose its preferred alternative.
  - b. Up to three alternatives for the tank materials (such as steel, concrete or pre-stressed concrete) will be evaluated, including construction cost estimates, budgetary life cycle cost estimates, maintenance and operation costs over the life of the tanks, advantages and disadvantages in regards to construction, schedule,
2. Lead a brainstorming workshop session to finalize design criteria, review alternative tank materials, select preferred configuration and materials.
  - a. Design criteria will include tank capacity and dimensions, materials, appurtenances, operations and maintenance, control and automation philosophy, and security.

#### **Subtask 210.2 – Preliminary Design**

1. HDR will subconsult with Foresight Surveying to provide up to 2 days of survey field crew to update site survey that was prepared for the March 2004 "Bid Documents for Construction of the High Level Water Reservoir Project" (TJF & Associates and HDR).
2. HDR will subconsult with HWA GeoSciences to update their previous Final Geotechnical Engineering Report, dated October 10, 2003, for Chehalis Water Tank Project, including:
  - a. Review changes to design and update recommendations based on geotechnical data from previous report.
  - b. No new explorations to be performed for this task.
3. Record drawing investigations
  - a. A site visit to verify supplied record drawings with actual conditions and to obtain field conditions for site/civil, mechanical, electrical, and I&C configuration.
4. Prepare 30% level drawings/sketches
  - a. Drawings/sketches will be based on existing available drawings of the tank site.
5. Prepare list of specifications (table of contents)
6. Prepare 30% opinion of probable construction costs.

#### **Subtask 210.3 – Project Report**

1. Prepare a Project Report per the requirements of WAC 246-290-110 (Project Report).

## **City Responsibilities**

1. Review and provide comments on the tank material alternatives tech memo.
2. Participate in brainstorming workshop session:
  - a. Select the materials of construction for the tank.
  - b. Determine the final disposition of the existing tank following construction.
3. Provide requested record drawings.
4. Participate in on-site verification of record drawings.
5. Provide access to the tank site for surveying and geotechnical investigation.
  - a. Provide backhoe and operator for up to 3 test pits at tank site to locate and verify depth of existing buried utilities.
  - b. Provide field locates of all existing buried utilities at the tank site.
6. Review deliverables.

## **Assumptions**

1. HDR will evaluate a total of three tank material alternatives.
2. Brainstorming workshop session will be at the City, and will be 3-hours duration and attended by HDR's Project Manager and Design Lead.
3. Preliminary design and survey site map will be based on "Bid Documents for Construction of High Level Water Reservoir Project" (TJF & Associates and HDR, March 2004). Additional survey to fill any identified gaps in original site survey map has been included in the budget.
4. The "Geotechnical Report, Chehalis Water Tank" (HWA GeoSciences Inc, October 10, 2003) will be used as the basis for foundation design.
5. HDR will develop one plan view drawing/sketch and one elevation view drawing/sketch.

## **Deliverables**

1. Tank material alternatives technical memorandum (one copy in PDF format)
2. Updated geotechnical report.
3. Project Report written in accordance to WAC 249-260-110 for submittal to DOH (one copy in PDF format)
4. 30% drawings/sketches
5. List of specifications (table of contents).
6. 30% opinion of probable construction costs.

## **Task 211 – Engineering Design (Bid Documents)**

### **Objectives**

Develop the design of the tank and related appurtenances following applicable American Water Works Association (AWWA) guidelines and other applicable structural codes, and prepare the associated drawings, specifications, and opinions of probable construction costs for bidding.

### **HDR Services**

1. Prepare drawings, specifications and opinions of probable construction costs for submittal to City for review at the 75% complete stage.
2. Participate in a design workshop at the 75% complete stage to review submittals and receive City comments.
3. Participate in one design coordination meeting with Parametrix, the City's I&C integrator, at the 75% stage.
4. Prepare permit applications package for City review based on 75% submittal review comments.
5. Prepare 75% package for DOH review and approval.
6. Prepare bid documents at the 100% complete stage.
7. Prepare final opinion of probable construction cost.

### **Structural**

1. Develop the design, drawings and specifications for the tank's foundation, shell and roof.

### **Mechanical & Civil**

1. Develop the design, drawings, and specifications for the tank's appurtenances including access ladder, hatch, vents, internal piping and pipe supports, ports and supports for instrumentation, drains, and sump pump, and exterior water pipelines.
2. Develop the performance requirements and design concept for hydraulic momentum mixing of water in the tank to minimize excessive water age.

### **Electrical and I&C**

1. Develop the design, drawings, and specifications for:
  - a. Power, grounding, and I&C plans and details.
  - b. Tank interior and exterior lighting plans and details.
  - c. Conduit, and cable sizing and routing.
  - d. Electrical protection design.
  - e. I&C schematic diagrams.

### **City Responsibilities**

1. Provide access to the tank site as required for HDR to gather additional information.
2. Participate at the 75% design workshop.

3. Review and comment on 75% design submittals. Provide HDR with one set of consolidated City staff review comments.
4. Coordinate all communication and scheduling related to Instrumentation and Controls with Parametrix.
5. Provide HDR with digital copy of City's water system design standards and detail drawings.

## **Assumptions**

1. Specifications will be based on 16-division CSI format.
2. HDR will provide the Division 0 (contract) and 1 (general) specifications for City legal review.
3. City will provide consolidated City staff review comments within ten business days after the review workshops.
4. 75% design workshop will be 2-hours in duration and attended by HDR's Project Manager and Design Lead. Workshop will be held at the City's offices.
5. City's 75% review will be completed and addressed prior to development of the City permit and DOH review packages. City permitting and DOH reviews will occur concurrently.
6. Design coordination meeting with Parametrix will be held at the City and attended by HDR's Project Manager and Design Lead. The meetings will be two-hours in duration.
7. The structural design of the tank will be prepared by HDR with input and review by a tank manufacturer according to the tank material type selected by the City.
8. Tank foundation will consist of a concrete mat foundation and will be designed by HDR. HDR assumes foundation support piles are not needed.
9. The "Bid Documents for Construction of High Level Water Reservoir Project" (TJF & Associates and HDR, March 2004) will be used as a basis for design.
10. The "Geotechnical Report, Chehalis Water Tank" (HWA GeoSciences Inc, October 10, 2003), as updated in Task 210, will be used as a basis for foundation design.
11. Depending upon the City's determination of the final disposition of the existing tank following construction, the new and existing tanks may be operated in parallel and thus would have separate inlet and outlet pipes and isolation valves so that either tank can be taken out of service while the other remains in service.
12. The inlet pipes will be located and sized to maximize hydraulic momentum mixing within the tanks. Internal to the tanks, an inlet manifold pipe with multiple inlet nozzles may be required to achieve an adequate level of momentum mixing and hydraulic efficiency. No internal baffles or other hydraulic structures within the tank are anticipated.
13. There will be no City review of the 100% submittal (bid package), which will be prepared for advertisement for bids.

### **Anticipated Number of Design Drawings**

<b>Discipline</b>	<b>Estimated Number of Drawing Sheets</b>
Civil	6
Structural	5
Mechanical	4
Electrical and I&C	8
Total	23

### **Deliverables**

1. Notes from the design review workshop at the 75% stage.
2. Design drawings and specifications pertaining to the structures and improvements described for the 75% submittal (one copy of each emailed in electronic .pdf format)
3. Bid Documents (one copy emailed in electronic .pdf format)

### **Task 220 – Environmental Review**

#### **Objectives**

Conduct the State Environmental Review Process (SERP) to meet DOH and funding agency requirements.

#### **HDR Services**

1. Prepare Draft and Final SEPA Environmental Checklist, with figures as needed.
2. Prepare up to six (6) responses to comments.
3. As the site is within McFadden Park, coordinate with the City's Parks and Recreation Department. Attend up to three (3) meetings.

#### **City Responsibilities**

1. Prepare and issue the SEPA Effects Determination.
2. The City is responsible for all public notices, fees, and distribution, including mailings, site posting, newspaper advertisement, etc.

#### **Assumptions**

1. City acts as SEPA Lead Agency.
2. The City will issue a SEPA DNS or MDNS for the project based on the SEPA Checklist prepared by HDR. An EIS is not anticipated.
3. No participation in a public meeting or public hearing is anticipated by HDR staff.
4. A Critical Areas Report is not required for the project.
5. Federal Cross Cutters analysis/report is not required by DOH (confirmed 7/23/14).



6. Additional documentation or studies requested by agency staff would be considered extra work and require additional scope and budget.
7. This scope of work does not cover time or expenses for HDR services in case of a SEPA appeal or a Determination of Significance (DS).

## **Deliverables**

1. One Draft and one Final SEPA Environmental Checklist with figures (PDF).

## **Task 221 – Historical/Cultural Review**

### **Objectives**

The EZ1 Form has been prepared and submitted to DOH as part of the grant application. Conduct the Historical/Cultural review to meet Section 106 and funding agency requirements.

### **HDR Services**

1. If DOH issues a determination of "No Historic Properties Affected" for the project, DOH will initiate consultation with DAHP and affected Tribes; no additional work would be needed.
2. If DOH issues a determination of "Potential Historic Properties Affected; No Adverse Effect", HDR's subconsultant will prepare an archaeological and cultural survey report for the project. This will include:
  - a. Background research,
  - b. Windshield survey, and
  - c. Up to ten (10) shovel probes or shovel test pits. Results will be cataloged; items found would be replaced in situ.
3. If DOH issues a determination of "Potential Historic Properties Affected; Adverse Effect", HDR's subconsultant will prepare the following:
  - a. An archaeological and cultural survey report in accordance with HDR Services Item #2 for this task (above), and
  - b. An Inadvertent Discovery Plan, a Monitoring Plan, or a Memorandum of Agreement that details how the City of Chehalis will protect cultural resources.
4. Provide assistance to the City during DOH's review of the project.

### **City Responsibilities**

1. Provide copy of the EZ1 form prepared for the project.
2. Serve as main point of contact with DOH staff.
3. Submit documents to DOH.

### **Assumptions**

1. The budget for this task assumes that HDR Services Items #3 and #4 for this task (above) will be provided.

2. DOH is responsible for initial review of the project and consultation with DAHP and affected Tribes.
3. Additional cultural review under a new scope of work may be required if:
  - a. the Area of Potential Effect (APE) changes;
  - b. deeper excavation or excavation at other locations is proposed; or
  - c. new elements are added to the project scope of work.

## **Deliverables**

1. One Draft and one Final Letter Report with supporting figures (PDF) – deliverable dependent upon DOH's findings.
2. One Draft and one Final Monitoring Plan with supporting figures (PDF) – deliverable dependent upon DOH's findings.

## **Task 222 – Permits**

### **Objectives**

Plan, communicate, document, and apply for permits necessary for the project.

### **HDR Services**

1. Prepare permit packages for the following:
  - a. Building Permit Application (City of Chehalis)
  - b. Earthmoving Permit Application (City of Chehalis)
2. Coordinate with the design team during preparation of the permit packages.
3. Respond to comments/questions and coordinate with the design team during permit review by the City of Chehalis.

### **City Responsibilities**

1. The City Project Manager will sign forms and physically submit the City application packages directly to the Chehalis Building and Planning Department for processing.
2. Payment of permitting fees and other associated fees, as applicable.

### **Assumptions**

1. Only one Building Permit is required for the project.
2. Municipal water treatment facilities (and associated uses) are considered a Permitted Use in the EPF zone and therefore a Conditional Use Permit is not required for this project.
3. No additional permits beyond those listed in item #1, above, are required. Additional documentation or studies requested by agency staff would be considered extra work and require additional scope and budget.
4. A pre-application meeting with the City of Chehalis Building and Planning Department is not required.

5. No property acquisition would occur for the project.
6. Contractor is responsible for any mechanical and/or electrical permits.

## **Deliverables**

1. One Draft and one Final Building Permit Application packet (PDF).
2. One Draft and one Final Earthmoving Permit Application packet (PDF).
3. Up to two (2) responses to comments letters (PDF).

## **Task 123 – Public Involvement/Information**

### **Objectives**

Provide assistance to City staff's efforts to inform the residents in the vicinity of the project, including residents in the vicinity of the primary construction transportation routes to/from the project.

### **HDR Services**

1. Develop up to two exhibits/maps for use at the Public Meeting/Open House.
2. Attend one Public Meeting/Open House.

### **City Responsibilities**

1. Develop notice/flier for use in the advertisement/notification of the meeting, including date, time, and place the meeting is to be conducted.
2. Compile addresses for all known adjacent residences, business owners, stakeholders, and City representatives and mail notices requesting attendance at the meeting.
3. Develop the meeting agenda and public response form to solicit and record public comment.
4. Conduct the Public Meeting/Open House.

### **Assumptions**

1. One public meetings/open house will be held for this project.
2. The City will organize and conduct the Public Meeting/Open House with property owners located in proximity to the project to inform and obtain feedback regarding project construction.
3. The Public Meeting/Open House will be scheduled prior to project ground breaking and be held at a meeting place, time, and date determined by the City Project Manager.
4. Public Meeting/Open House will be attended by HDR Project Manager.
5. Meeting is assumed to be 3 hours in duration.

## **Deliverables**

1. Up to two exhibits/maps (1 copy each in pdf and printed formats)

## **Task 130 – Services During Bidding**

### **Objectives**

HDR will assist the City in soliciting the bids and awarding the construction contract.

### **HDR Services**

1. Coordinate with and transmit bid documents to Northwest Builder's Exchange (NBE).
2. Conduct Pre-Bid Conference
3. Respond to up to 10 Bidder questions at the request of the City
4. Prepare up to 2 Addenda at the request of the City
5. Review Bids
  - a. Analyze Bids – Check Math
  - b. Confirm Responsiveness – Completeness of Bid Documents
  - c. Reference checks and evaluation to verify experience qualifications for low bidder. Best effort will be made to contact references, however not all may be contacted due to limited time available.
6. Prepare Recommendation for Award of Contract Letter to City
7. Prepare conformed documents by revising or modifying up to 10 drawing sheets and up to 3 specification sections based on addenda issued during the bid

### **City Responsibilities**

1. Field and distribute responses to bidders' questions
2. Confirm addenda to be prepared and issued.
3. Participate In Pre-Bid Conference
4. Open Bids
  - a. Confirm Responsiveness – Completeness of Bid Documents
5. Review Recommendation for Award of Contract
6. Award Contract
  - a. Send out Intent to Award Notice
  - b. Review Bond and Insurance Certificates
  - c. Prepare Final Contract Documents
7. Issue Notice to Proceed

### **Assumptions**

1. Estimated duration for bidding and award is 2 months
2. All work and costs for reproduction and distribution of bid documents to prospective bidders will be performed and borne by the City.

3. HDR will not attend the bid opening.

## **Deliverables**

1. Pre-bid conference agenda and notes (one .pdf)
2. Bid set in electronic PDF format.
3. Conformed documents in electronic PDF format.

## **Task 140 – Services During Construction**

### **Objectives**

HDR staff will provide support services to the City during construction.

### **HDR Services**

1. Set up Project Files and project tracking logs.
2. Conduct Pre-Construction Conference – prepare and distribute agenda and issue meeting minutes.
3. Review and respond to up to 3 total letters, memos, affidavits and certificates received from the Contractor provided to HDR by the City.
4. Review and comment on up to 3 project schedules submitted by Contractor.
5. Up to 20 Requests for Information (RFIs).
  - a. Receive, Log, Review and Distribute to Appropriate Party (if required)
  - b. Track Responses
  - c. Review Response to RFIs
  - d. Transmit RFIs to Contractor
6. Up to 30 Submittals and Shop Drawings (Budget estimate for reviewing submittals includes 25 submittals and an additional 5 reviews for re-submittals).
  - a. Receive, Log, Review and Distribute to Appropriate Party
  - b. Track Responses
  - c. Review Response to Submittals and Re-Submittals
  - d. Transmit Submittals to Contractor
7. Conduct up to 6 construction progress meetings with the Contractor and the City; prepare and distribute agendas and meeting notes.
  - a. Budget estimates one HDR staff on-site for meetings.
8. Provide up to 40 hours for telephone on-call consultation for responding to civil design, environmental and permitting related issues and technical questions not requiring site visits.
9. Conduct up to 4 one-day field visits as required to observe construction and address specific issues as they arise.

- a. Budget estimates one field visit each for four HDR staff (Design Lead, Design Engineer, Electrical Design Lead, and Construction Lead).
10. Review up to 5 field orders requests from the City and the Contractor; prepare documentation for justification or rejection.
11. Review up to 5 change requests from the City and the Contractor; prepare documentation for justification or rejection.
12. Review up to 10 construction test results provided to City.
13. Review and recommend for payment up to 3 monthly payment requests submitted by the construction Contractor.
14. Substantial completion determination:
  - a. Prepare punch list and monitor punch list elimination
  - b. Prepare/receive closeout documentation
  - c. Issue notice of substantial completion
15. Final completion determination
  - a. Issue final completion certificate
16. Record Drawing Documentation – Prepare record drawings using as-built records from the Contractor (23 drawing sheets).

## **City Responsibilities**

1. City will provide staff person(s) to provide full time, onsite construction observation and inspection services. The City inspector will have the following responsibilities:
  - a. Prepare daily written construction observation reports.
  - b. Take photographs and videos as needed to document construction activities and issues that may arise.
  - c. Collect, record, and maintain log of construction material quantities. Maintain a log based upon Contractor's truck tickets and other supporting documentation submitted by Contractor to justify unit quantities in the bid schedule for progress and final payments. Reconcile quantities with the Contractor for progress payments.
  - d. Coordinate construction testing and document test results. Review and approve results. Request review from HDR when necessary.
  - e. Witness and document tests.
2. Contract directly with construction testing firm(s) (such as soils, compaction, and concrete) required for the project and pay all associated costs.
3. Participate in meetings with the Contractor and HDR.
4. Conduct public relations and outreach as required.
5. Notify the contractor of non-conforming work, and track remedial work.
6. Review and approve contractor's progress payment requests.
7. Review and approve Field Order changes.

8. Review and approve Change Orders.
9. Respond to issues as they arise.
10. Provide coordination for prevailing wage documentation with Department of Labor and Industries.
11. Provide legal support as needed.

## **Assumptions**

1. Estimated construction duration is 3 months. No overtime is assumed. The actual duration of the construction phase is dependent upon contractor's schedule, weather, and other variable factors. If the Contractor(s) requires a longer schedule and City requires HDR to be on-site during the extended schedule, HDR will be compensated as an amendment to this scope of services.
2. HDR staff shall not, as a result of observations of Contractor's work in progress, supervise, direct, or have control over the Contractor's Work. HDR staff will not have any authority over or responsibility for the means, methods, techniques, sequences, or procedures selected by Contractor, for safety precautions and programs incident to the Contractor's work in progress, for any failure of the Contractor to comply with Laws and Regulations applicable to Contractor's performing and furnishing the Work, or responsibility of construction for Contractor's failure to furnish and perform the Work in accordance with the Contract Documents.
3. Review time and number of reviews of contractor submitted work products will depend upon the quality, clarity and completeness of the submittals. HDR's level of effort estimates assume an average level of quality based on HDR's experience for similar projects. If processing contractor submittals requires additional reviews or assistance to the contractor, HDR will notify the City that a budget adjustment may need to be made.
4. When on site, HDR has limited responsibility to observe construction activities to confirm work is in accordance with the contract documents and permit conditions, and will prepare appropriate reporting to document issues that need to be addressed. HDR will be in a supporting role to the City's full-time on-site construction observer.
5. HDR shall be entitled to review all construction Contract Documents and to require that no provisions extend the duties or liabilities of HDR beyond those set forth in this Agreement.
6. Contractor will maintain a set of drawings on-site to document (red-line) changes to work to be submitted for creation of As-built drawings. As-built records from the Contractor will be provided to HDR. HDR will prepare Record Drawings showing only the information provided by the Contractor and/or City, and will not be responsible for the content or accuracy of the Record Drawings for other than the information provided.
7. HDR will make all reasonable efforts to contain project-related costs limited within the available funding, and notify the City of any outstanding issue, concern or other consideration that may influence the actual project costs or require an amendment to HDR's authorized budget.

## **Deliverables**

1. RFI and submittal logs.
2. Weekly Construction Meeting Agendas and Minutes

3. Construction observation reports
4. Contractor non-conformance documentation
5. Field order and change order requests and supporting documentation
6. Construction test review documentation
7. Contractor's monthly progress payment requests review documentation
8. Substantial and final completion documentation
9. Record Drawings (one .pdf, size 11"x17")



## Fee Estimate for Professional Services

The estimated fee to complete the professional services identified in this Scope of Services is offered on a **time-and-materials, not-to-exceed basis**. Following are estimated professional services costs for the tasks provided in this scope of services. The following table is provided only to show the City an approximate breakdown of estimated costs.

Task		Estimated Task Cost
200	Project Management	\$19,000
210	DOH Project Report	\$71,000
211	Engineering Design (Bid Documents)	\$70,000
220	Environmental Review	\$5,000
221	Historical/Cultural Review	\$10,000
222	Permits	\$4,500
223	Public Involvement/Information	\$2,500
230	Services During Bidding	\$10,000
240	Services During Construction	\$58,000
Total		\$250,000

*Notes:*

- (1) *Direct Expenses are included in the estimated task costs, and may include hourly technology charge, mileage, telephone, printing, and postage.*

CITY OF CHEHALIS

AGENDA REPORT

DATE: October 6, 2014

TO: The Honorable Mayor and City Council

FROM: Dave Vasilauskas, Water Superintendent  
Rick Sahlin, Public Works Director

SUBJECT: Award Contract for Design and Construction Services for a Second Flocculation and Pre-Sedimentation Train

ISSUE / PURPOSE

The City of Chehalis was recently awarded a Washington State-Drinking Water Revolving Fund (DWSRF) loan to finance a second flocculation and pre-sedimentation train project at the water treatment plant. The administration put out a request for qualification for engineering firms interested in providing professional engineering services for this project.

DISCUSSION

In May 2014, two firms responded to provide engineering services for the design and construction of a second flocculation and pre-sedimentation basin train at the city's water treatment plant. After extensive review, HDR Engineering, Inc., was deemed to be the most qualified. HDR has a working knowledge of our water system from the development of the Water System Plan update in 2012. HDR proves to have the qualifications and extensive experience in the design of surface water treatment plant flocculation and chemical feed and sedimentation systems in the State of Washington.

RECOMMENDATION/COUNCIL ACTION DESIRED

The administration recommends the city council authorize the city manager to execute the contract agreement with HDR Engineering, Inc., to provide design and related professional services for the construction of an additional flocculation basin at the water treatment plant in an amount not to exceed \$420,000.

SUGGESTED MOTION

I move that the city council authorize the city manager to execute the contract agreement with HDR Engineering, Inc., to provide design and related professional services for the construction of an additional flocculation basin at the water treatment plant in an amount not to exceed \$420,000.

REVIEWED BY:  , CITY MANAGER

## **TASK ORDER**

This Task Order pertains to an Agreement by and between City of Chehalis, (“OWNER”), and HDR Engineering, Inc. (“ENGINEER”), dated \_\_\_\_\_, 2014, (“the Agreement”). Engineer shall perform services on the project described below as provided herein and in the Agreement. This Task Order shall not be binding until it has been properly signed by both parties. Upon execution, this Task Order shall supplement the Agreement as it pertains to the project described below.

TASK ORDER NUMBER: 1

PROJECT NAME: Second Flocculation and Pre-Sedimentation Train

PART 1.0 PROJECT DESCRIPTION:

See Attachment 1.1

PART 2.0 SCOPE OF SERVICES TO BE PERFORMED BY ENGINEER ON THE PROJECT:

See Attachment 1.1

PART 3.0 OWNER’S RESPONSIBILITIES:

See Attachment 1.1

PART 4.0 PERIODS OF SERVICE:

See Attachment 1.1

PART 5.0 PAYMENTS TO ENGINEER:

See Attachment 1.1

This Task Order is executed this \_\_\_\_\_ day of \_\_\_\_\_, 2014.

CITY OF CHEHALIS

"OWNER"

HDR ENGINEERING, INC.

"ENGINEER"

BY: \_\_\_\_\_

BY: \_\_\_\_\_

NAME: \_\_\_\_\_

NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

TITLE: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

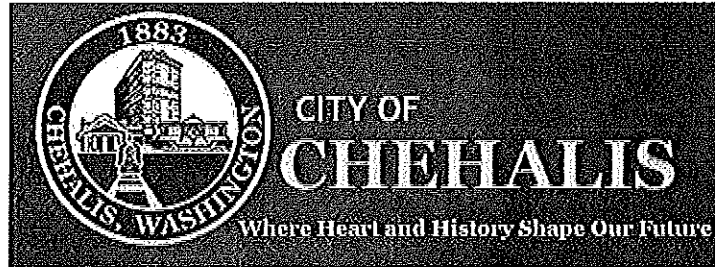
*Karen M. Deherty*

*Karen M. Deherty*

*Vice President*

*500, 108<sup>th</sup> Ave NE Ste 1200  
Bellevue, WA 98004*

# **Task Order 1 Attachment 1.1**



## ***Water Treatment Plant* Second Flocculation and Pre-Sedimentation Train**

### **Scope of Services**

**September 2014**



606 Columbia Street NW  
Suite 200  
Olympia, WA 98501  
(360) 570-4400

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## **Background**

The City of Chehalis' (City) water treatment plant (WTP) is a conventional surface water treatment facility that currently has a single train for flocculation and pre-sedimentation with no redundancy. This project will provide State-required redundancy by designing and constructing a second flocculation/pre-sedimentation train at the WTP site.

In a related effort, the City's WTP chemical systems have been modified extensively over the years as old equipment and piping failed and had to be replaced. These ad hoc modifications have resulted in a configuration that is workable but not to current drinking water industry practices and expectations for tidiness, safety, and durability. This project will also design the reconstruction of the WTP's existing chemical systems to meet current standards at the same time as new systems are added to supply the second flocculation train.

## **Task Order 1**

HDR Engineering, Inc. (HDR) offers the following Scope of Services to the City for the design and services during bidding and construction of the Second Flocculation and Pre-Sedimentation Train.

The professional services will be organized under tasks listed below which include Objectives, HDR Services, City Responsibilities, Assumptions and Deliverables as outlined in the descriptions that follow.

## **Task 100 - Project Management**

### **Objective**

Manage the scope, schedule and budget. Work with the City's project manager to coordinate activities among staff from the HDR Team and the City. Oversee the HDR team to complete task order services.

### **HDR Services**

1. Organize and manage HDR project team and coordinate with City project manager.
  - a. Conduct internal team meetings and management reviews to track and manage progress.
  - b. Conduct monthly progress meetings with City Project Manager.
2. Prepare monthly invoices using standard HDR format. Prepare brief written progress reports each month to accompany the invoice.

### **City Responsibilities**

1. Review monthly progress reports and respond to issues identified, if applicable.
2. Process monthly invoices; and communicate questions or issues to HDR Project Manager.
3. If new events or policy changes occur during the course of the task order, notify the HDR Project Manager promptly.



## **Assumptions**

1. Estimated project duration is 18 months.
2. Progress meetings may be held either at City office in Chehalis, at HDR's Olympia office, or by teleconference. The fee estimate assumes one-hour meetings at City offices.

## **Deliverables**

1. Monthly invoice and progress report.

## **Task 110 – DOH Project Report**

### **Objectives**

Prepare the Project Report to meet DOH and funding agency requirements, including the Investment Grade Efficiency Audit.

### **HDR Services**

#### **Subtask 110.1 – Process Identification**

1. Lead a brainstorming workshop session to finalize design criteria, review alternative configurations for new flocculation/pre-sedimentation train, select preferred configuration.
  - a. Design criteria will include flowrates, control and automation philosophy, chemicals types, and chemical loading rates.
  - b. Each configuration will include a conceptual plan and section of the new basins and a general arrangement drawing showing piping to and from the new basins.

#### **Subtask 110.2 – Preliminary Design**

1. HDR will subconsult with Foresight Surveying to perform the site survey to create the base mapping for the project.
2. HDR will subconsult with HWA GeoSciences to perform a geotechnical site investigation and provide geotechnical engineering design services:
  - a. Drill one boring to 30 feet or bedrock, whichever is less
  - b. Perform engineering analyses for bearing capacity and lateral earth pressures of below ground structure
  - c. Provide geotechnical recommendations for foundation design, earthwork, and construction considerations
  - d. Present the results of the site investigation, engineering analyses and recommendations in a geotechnical report
3. Record drawing investigations
  - a. Prepare a list of requested record drawings at the WTP site. Example record drawings will include, but is not limited to, water transmission lines, drain lines, power equipment (i.e. transformers and buried conduits), telemetry/phone lines and conduits, valves and valve vaults, and chemical feed systems.
  - b. A site visit to verify supplied record drawings with actual conditions and to obtain field conditions for site/civil, mechanical, electrical, and I&C configuration.

4. Prepare 30% level drawings/sketches
  - a. Drawings/sketches will be based on existing available drawings of the treatment plant site.
5. Prepare list of specifications (table of contents)
6. Prepare 30% opinion of probable construction costs.
7. Prepare list of major equipment.

#### **Subtask 110.3 – Project Report**

1. Prepare a Project Report per the requirements of WAC 246-290-110 (Project Report).

### **City Responsibilities**

1. Participate in brainstorming workshop session.
  - a. Select the location of the second flocculation and pre-sedimentation train on the treatment plant site.
2. Provide access to the WTP for surveying and geotechnical investigation.
  - a. Provide backhoe and operator for up to 3 test pits at treatment plant site to locate and verify depth of existing buried utilities, such as the Newaukum, Chehalis River, and finished water pipelines.
  - b. Provide field locates of all existing buried utilities at the treatment plant site.
3. Provide requested record drawings.
4. Participate in on-site verification of record drawings.
5. Review deliverables.

### **Assumptions**

1. HDR will prepare a total of two new flocculation/pre-sedimentation basin alternative configurations.
2. Brainstorming workshop session will be at the City WTP, and will be 3-hours duration and attended by HDR's Project Manager and Design Lead.
3. One geotechnical boring is required.
4. No improvements will be made to the existing chlorination and lime addition systems.

### **Deliverables**

1. Geotechnical report
2. Project Report written in accordance to WAC 249-260-110 for submittal to DOH.
3. 30% drawings/sketches
4. List of specifications (table of contents).
5. 30% opinion of probable construction costs.
6. List of major equipment.

## **Task 111 – Engineering Design (Bid Documents)**

### **Objectives**

Develop the design of the second flocculation and pre-sedimentation train and the Chemical Room improvements, and prepare the associated drawings, specifications, and opinions of probable construction costs for bidding.

### **HDR Services**

1. Prepare drawings, specifications, and opinions of probable construction costs for submittal to City for review at the 75% complete stage.
2. Participate in a design workshop at the 75% complete stage to review submittals and receive City comments.
3. Participate in one design coordination meeting with Parametrix, the City's I&C integrator, at the 75% stage.
4. Prepare permit applications package for City review based on 75% submittal review comments.
5. Prepare 75% package for DOH review and approval.
6. Prepare bid documents at the 100% complete stage.
7. Prepare final opinion of probable construction cost.

### **City Responsibilities**

1. Provide access to the WTP as required for HDR to gather additional information.
2. Participate at the 75% design workshop.
3. Review and comment on 75% design submittals. Provide HDR with one set of consolidated City staff review comments.
4. Coordinate all communication and scheduling related to Instrumentation and Controls with Parametrix.

### **Assumptions**

1. Specifications will be based on 16-division CSI format.
2. HDR will provide the Division 0 (contract) and 1 (general) specifications for City legal review.
3. City will provide consolidated City staff review comments within ten business days after the review workshop.
4. 75% design workshop will be 2-hours in duration and attended by HDR's Project Manager, Design Lead, and Structural Lead. Workshop will be held at the City's offices.
5. City's 75% review will be completed and addressed prior to development of the City permit and DOH review packages. City permitting and DOH reviews will occur concurrently.
6. Design coordination meeting with Parametrix will be held at the WTP and attended by HDR's Project Manager and Design Lead. The meetings will be two-hours in duration.

7. There will be no City review of the 100% submittal (bid documents), which will be prepared for advertisement for bids.

#### **Anticipated Number of Design Drawings**

<b>Discipline</b>	<b>Estimated Number of Drawing Sheets</b>
General	2
Site/Civil	5
Structural	15
Architectural	0
Process Mechanical	5
Building Mechanical	0
Electrical	5
I&C	3
Contingency	0
Total (with contingency)	35

#### **Deliverables**

1. Notes from the design review workshop at the 75% stage.
2. Design drawings and specifications pertaining to the structures and improvements described for the 75% submittal (one copy of each emailed in electronic .pdf format)
3. Bid Documents (one copy emailed in electronic .pdf format)

#### **Task 120 – Environmental Review**

##### **Objectives**

Conduct the State Environmental Review Process (SERP) to meet DOH and funding agency requirements.

##### **HDR Services**

1. Prepare Draft and Final SEPA Environmental Checklist, with figures as needed.
2. Prepare up to six (6) responses to comments.

##### **City Responsibilities**

1. Prepare and issue the SEPA Effects Determination.
2. The City is responsible for all public notices, fees, and distribution, including mailings, site posting, newspaper advertisement, etc.

## **Assumptions**

1. City will act as SEPA Lead Agency.
2. The City will issue a SEPA DNS or MDNS for the project based on the SEPA Checklist prepared by HDR. An EIS is not anticipated.
3. No participation in a public meeting or public hearing is anticipated by HDR staff.
4. Federal Cross Cutters analysis/report is not required by DOH (confirmed 7/23/14).
5. There are no critical areas within the project area.
6. Additional documentation or studies requested by agency staff would be considered extra work and require additional scope and budget.
7. This scope of work does not cover time or expenses for HDR services in case of a SEPA appeal or a Determination of Significance (DS).

## **Deliverables**

1. One Draft and one Final SEPA Environmental Checklist with figures (PDF).

## **Task 121 – Historical/Cultural Review**

### **Objectives**

The EZ1 Form has been prepared and submitted to DOH as part of the grant application. Conduct the Historical/Cultural review to meet Section 106 and funding agency requirements.

### **HDR Services**

1. If DOH issues a determination of “No Historic Properties Affected” for the project, DOH will initiate consultation with DAHP and affected Tribes; no additional HDR services would be needed.
2. If DOH issues a determination of “Potential Historic Properties Affected; No Adverse Effect”, HDR’s subconsultant will prepare an archaeological and cultural survey report for the project. This will include:
  - a. Background research,
  - b. Windshield survey, and
  - c. Up to ten (10) shovel probes or shovel test pits. Results will be cataloged; items found would be replaced in situ.
3. If DOH issues a determination of “Potential Historic Properties Affected; Adverse Effect”, HDR’s subconsultant will prepare the following:
  - a. An archaeological and cultural survey report in accordance with item #2, above, and
  - b. An Inadvertent Discovery Plan, a Monitoring Plan, or a Memorandum of Agreement that details how the City of Chehalis will protect cultural resources.
4. Provide assistance to the City during DOH’s review of the project.

## **City Responsibilities**

1. Provide copy of the EZ1 form prepared for the project.
2. Serve as main point of contact with DOH staff.
3. Submit documents to DOH.

## **Assumptions**

1. The budget for this task assumes that HDR Services items #3 and #4 above will be provided.
2. DOH is responsible for initial review of the project and consultation with DAHP and affected Tribes.
3. Additional cultural review under a new scope of work may be required if:
  - a. the Area of Potential Effect (APE) changes;
  - b. deeper excavation or excavation at other locations is proposed; or
  - c. new elements are added to the project scope of work.

## **Deliverables**

1. One Draft and one Final Letter Report with supporting figures (PDF) – deliverable dependent upon DOH's findings.
2. One Draft and one Final Monitoring Plan with supporting figures (PDF) – deliverable dependent upon DOH's findings.

## **Task 122 – Permits**

### **Objectives**

Plan, communicate, document, and apply for permits necessary for the project.

### **HDR Services**

1. Prepare permit packages for the following:
  - a. Building Permit Application (City of Chehalis)
  - b. Earthmoving Permit Application (City of Chehalis)
2. Coordinate with the design team during preparation of the permit packages.
3. Respond to comments/questions and coordinate with the design team during permit review by the City of Chehalis.

## **City Responsibilities**

1. The City Project Manager will sign forms and physically submit the City application packages directly to the Chehalis Building and Planning Department for processing.
2. Payment of permitting fees and other associated fees, as applicable.

## **Assumptions**

1. Only one Building Permit is required for the project.
2. Municipal water treatment facilities (and associated uses) are considered a Permitted Use in the EPF zone and therefore a Conditional Use Permit is not required for this project.
3. No additional permits beyond those listed in HDR Services item #1 above are required. Additional documentation or studies requested by agency staff would be considered extra work and require additional scope and budget.
4. A pre-application meeting with the City of Chehalis Building and Planning Department is not required.
5. No property acquisition would occur for the project.
6. Construction contractor will be responsible for any mechanical and/or electrical permits.

## **Deliverables**

1. One Draft and one Final Building Permit Application packet (PDF).
2. One Draft and one Final Earthmoving Permit Application packet (PDF).
3. Up to two (2) responses to comments letters (PDF).

## **Task 123 – Public Involvement/Information**

### **Objectives**

Provide assistance to City staff's efforts to inform the residents in the vicinity of the project, including residents in the vicinity of the primary construction transportation routes to/from the project.

### **HDR Services**

1. Develop one exhibit/map for use at the Public Meeting/Open House
2. Attend one Public Meeting/Open House

### **City Responsibilities**

1. Develop notice/flier for use in the advertisement/notification of the meeting, including date, time, and place the meeting is to be conducted.
2. Compile addresses for all known adjacent residences, business owners, stakeholders, and City representatives and mail notices requesting attendance at the meeting.
3. Develop the meeting agenda and public response form to solicit and record public comment.
4. Conduct the Public Meeting/Open House

## **Assumptions**

1. One public meetings/open house will be held for this project

2. The City will organize and conduct the Public Meeting/Open House with property owners located in proximity to the project to inform and obtain feedback regarding project construction.
3. The Public Meeting/Open House will be scheduled prior to project ground breaking and be held at a meeting place, time, and date determined by the City Project Manager.
4. Public Meeting/Open House will be attended by HDR Project Manager.
5. Meeting is assumed to be 3 hours in duration.

## **Deliverables**

1. One exhibit/map (in pdf and printed format)

## **Task 130 – Services During Bidding**

### **Objectives**

HDR will assist the City in soliciting the bids and awarding the construction contract.

### **HDR Services**

1. Coordinate with and transmit bid documents to Northwest Builder's Exchange (NBE).
2. Conduct Pre-Bid Conference
3. Respond to up to 20 Bidder questions at the request of the City
4. Prepare up to 4 Addenda at the request of the City
5. Review Bids
  - a. Analyze Bids – Check Math
  - b. Confirm Responsiveness – Completeness of Bid Documents
  - c. Reference checks and evaluation to verify experience qualifications for low bidder. Best effort will be made to contact references, however not all may be contacted due to limited time available.
6. Prepare Recommendation for Award of Contract Letter to City
7. Prepare conformed documents by revising or modifying up to 10 drawing sheets and up to 3 specification sections based on addenda issued during the bid

### **City Responsibilities**

1. Field and distribute responses to bidders' questions
2. Confirm addenda to be prepared and issued.
3. Participate in Pre-Bid Conference
4. Open Bids
  - a. Confirm Responsiveness – Completeness of Bid Documents
5. Review Recommendation for Award of Contract
6. Award Contract



- a. Send out Intent to Award Notice
  - b. Review Bond and Insurance Certificates
  - c. Prepare Final Contract Documents
7. Issue Notice to Proceed

## **Assumptions**

1. Estimated duration for bidding and award is 2 months
2. All work and costs for reproduction and distribution of bid documents to prospective bidders will be performed and borne by the City.
3. HDR will not attend the bid opening.

## **Deliverables**

1. Pre-bid conference agenda and notes (one .pdf)
2. Bid set in electronic PDF format.
3. Conformed documents in electronic PDF format.

## **Task 140 – Services During Construction**

### **Objectives**

HDR staff will provide support services to the City during construction.

### **HDR Services**

1. Set up Project Files and project tracking logs.
2. Conduct Pre-Construction Conference – prepare and distribute agenda and issue meeting minutes.
3. Review and respond to up to 2 total letters, memos, affidavits and certificates received from the Contractor provided to HDR by the City.
4. Review and comment on up to 3 project schedules submitted by Contractor.
5. Up to 20 Requests for Information (RFIs).
  - a. Receive, Log, Review and Distribute to Appropriate Party (if required)
  - b. Track Responses
  - c. Review Response to RFIs
  - d. Transmit RFIs to Contractor
6. Up to 30 Submittals and Shop Drawings (Budget estimate for reviewing submittals includes 25 submittals and an additional 5 reviews for re-submittals).
  - a. Receive, Log, Review and Distribute to Appropriate Party
  - b. Track Responses
  - c. Review Response to Submittals and Re-Submittals

- d. Transmit Submittals to Contractor
- 7. Provide up to 32 hours for telephone on-call consultation for responding to civil design, environmental and permitting related issues and technical questions not requiring site visits.
- 8. Conduct one-day field visits as required to observe construction and address specific issues as they arise.
  - a. Budget estimates 12 one-half day field visit for one HDR staff (Construction Lead) and 3 one-day field visits for one HDR staff (Design Lead).
- 9. Review up to 10 field orders requests from the City and the Contractor; prepare documentation for justification or rejection.
- 10. Review up to 4 change requests from the City and the Contractor; prepare documentation for justification or rejection.
- 11. Review up to 10 construction test results provided to City.
- 12. Review and recommend for payment up to 6 monthly payment requests submitted by the construction Contractor.
- 13. Substantial completion determination:
  - a. Prepare punch list and monitor punch list elimination
  - b. Prepare/receive closeout documentation
  - c. Issue notice of substantial completion
- 14. Final completion determination
  - a. Issue final completion certificate
- 15. Record Drawing Documentation – Prepare record drawings using as-built records from the Contractor (35 drawing sheets).

## **City Responsibilities**

- 1. City will provide staff person(s) to provide full time, onsite construction observation and inspection services. The City inspector will have the following responsibilities:
  - a. Prepare daily written construction observation reports.
  - b. Take photographs and videos as needed to document construction activities and issues that may arise.
  - c. Collect, record, and maintain log of construction material quantities. Maintain a log based upon Contractor's truck tickets and other supporting documentation submitted by Contractor to justify unit quantities in the bid schedule for progress and final payments. Reconcile quantities with the Contractor for progress payments.
  - d. Coordinate construction testing and document test results. Review and approve results. Request review from HDR when necessary.
  - e. Witness and document tests.
- 2. Contract directly with construction testing firm(s) (such as soils, compaction, and concrete) required for the project and pay all associated costs.
- 3. Participate in meetings with the Contractor and HDR.

4. Conduct public relations and outreach as required.
5. Notify the contractor of non-conforming work, and track remedial work.
6. Review and approve contractor's progress payment requests.
7. Review and approve Field Order changes.
8. Review and approve Change Orders.
9. Respond to issues as they arise.
10. Provide coordination for prevailing wage documentation with Department of Labor and Industries.
11. Provide legal support as needed.

## **Assumptions**

1. Estimated construction duration is 6 months. No overtime is assumed. The actual duration of the construction phase is dependent upon contractor's schedule, weather, and other variable factors. If the Contractor(s) requires a longer schedule and City requires HDR to be on-site during the extended schedule, HDR will be compensated as an amendment to this scope of services.
2. HDR staff shall not, as a result of observations of Contractor's work in progress, supervise, direct, or have control over the Contractor's Work. HDR staff will not have any authority over or responsibility for the means, methods, techniques, sequences, or procedures selected by Contractor, for safety precautions and programs incident to the Contractor's work in progress, for any failure of the Contractor to comply with Laws and Regulations applicable to Contractor's performing and furnishing the Work, or responsibility of construction for Contractor's failure to furnish and perform the Work in accordance with the Contract Documents.
3. Review time and number of reviews of contractor submitted work products will depend upon the quality, clarity and completeness of the submittals. HDR's level of effort estimates assume an average level of quality based on HDR's experience for similar projects. If processing contractor submittals requires additional reviews or assistance to the contractor, HDR will notify the City that a budget adjustment may need to be made.
4. When on site, HDR has limited responsibility to observe construction activities to confirm work is in accordance with the contract documents and permit conditions, and will prepare appropriate reporting to document issues that need to be addressed. HDR will be in a supporting role to the City's full-time on-site construction observer.
5. HDR shall be entitled to review all construction Contract Documents and to require that no provisions extend the duties or liabilities of HDR beyond those set forth in this Agreement.
6. Contractor will maintain a set of drawings on-site to document (red-line) changes to work to be submitted for creation of As-built drawings. As-built records from the Contractor will be provided to HDR. HDR will prepare Record Drawings showing only the information provided by the Contractor and/or City, and will not be responsible for the content or accuracy of the Record Drawings for other than the information provided.
7. HDR will make all reasonable efforts to contain project-related costs limited within the available funding, and notify the City of any outstanding issue, concern or other

consideration that may influence the actual project costs or require an amendment to HDR's authorized budget.

## **Deliverables**

1. RFI and submittal logs.
2. Construction observation reports
3. Contractor non-conformance documentation
4. Field order and change order requests and supporting documentation
5. Construction test review documentation
6. Contractor's monthly progress payment requests review documentation
7. Substantial and final completion documentation
8. Record Drawings (one .pdf, size 11"x17")

## **Task 145 – Facility O&M Manuals & Staff Training**

### **Objectives**

Prepare an O&M manual covering the new treatment processes.

### **HDR Services**

1. Prepare an O&M manual that describes the overall operation and maintenance requirements for the new treatment processes.
  - a. Manual will incorporate the individual equipment O&M instructions and manuals submitted by the Contractor as appendices.

### **City Responsibilities**

1. Review and provide comments to draft O&M manual.

### **Assumptions**

1. A training session HDR to review overall system operations and maintenance requirements with City staff is not included in this scope of services.

### **Deliverables**

1. Draft and final Facility O&M Manual in .pdf format

## Fee Estimate for Professional Services

The estimated fee to complete the professional services identified in this Scope of Services is offered on a **time-and-materials, not-to-exceed basis**. Following are estimated professional services costs for the tasks provided in this scope of services. The following table is provided only to show the City an approximate breakdown of estimated costs.

Task		Estimated Task Cost
100	Project Management	\$20,900
110	DOH Project Report	\$94,000
111	Engineering Design (Bid Documents)	\$208,000
120	Environmental Review	\$2,800
121	Historical/Cultural Review	\$9,700
122	Permits	\$4,900
123	Public Involvement/Information	\$1,500
130	Services During Bidding	\$8,000
140	Services During Construction	\$59,500
145	Electronic O&M Manuals and Staff Training	\$10,700
<b>Total</b>		<b>\$420,000</b>

**Notes:**

(1) Direct Expenses are included in the estimated task costs, and may include hourly technology charge, mileage, telephone, printing, and postage.

**CITY OF CHEHALIS  
AGENDA REPORT**

**TO:** The Honorable Mayor and City Council  
**FROM:** Judy Pectol, Finance Manager  
**DATE:** September 29, 2014  
**SUBJECT:** Annual Debt Compliance Update

**ISSUE**

With the Issuance of the City of Chehalis' Limited Tax General Obligation Bonds, 2011, the City agreed to adhere to federal regulations and its own Debt Management and Post-Issuance Compliance (DMPI) Policy. The City Council has tasked the Administration with providing annual reporting on its compliance with federal requirements relating to bond issuances.

**DISCUSSION**

The City is required to provide bondholders with annual financial information and timely notice of the occurrence of certain events, as set forth in the ordinance authorizing the issuance of the bonds. The deadline for submitting annual financial information is September 30<sup>th</sup> of each year.

On September 28, 2014 the City's audited financial statements and other annual financial information were electronically uploaded to Municipal Securities Rulemaking Board (MSRB) via their Electronic Municipal Market Access (EMMA) system. Confirmation of successful submission is attached.

The Administration will be available to respond to any questions the City Council may have.

**RECOMMENDATION / COUNCIL ACTION DESIRED**

Informational only.

**SUGGESTED MOTION**

None required.

Reviewed by  City Manager



Submission ID:EA539997  
09/28/2014 20:31:49

## CONTINUING DISCLOSURE (SUBMISSION STATUS: PUBLISHED)

### FINANCIAL/OPERATING FILING (CUSIP-9 BASED)

#### Rule 15c2-12 Disclosure

Annual Financial Information and Operating Data: Annual Financial Information, for the year ended 12/31/2013  
Audited Financial Statements or CAFR: Audited Financial Statements, for the year ended 12/31/2013

## DOCUMENTS

### Financial Operating Filing

- Audited Financial Statements 2013.pdf posted 09/28/2014
- Annual Financial Information 2013.pdf posted 09/28/2014

## THE FOLLOWING ISSUERS ARE ASSOCIATED WITH THIS CONTINUING DISCLOSURE SUBMISSION:

CUSIP-6	State	Issuer Name
163087	WA	CHEHALIS WASH

## THE FOLLOWING 5 SECURITIES HAVE BEEN PUBLISHED WITH THIS CONTINUING DISCLOSURE SUBMISSION:

CUSIP-9	Maturity Date
163087AA7	12/01/2014
163087AB5	12/01/2017
163087AC3	12/01/2021
163087AD1	12/01/2024
163087AE9	12/01/2026

### Submitter's Contact Information

Company: City of Chehalis  
Name: JUDY PECTOL

9/28/2014

Submission Preview Print

Address: 1321 S. MARKET BOULEVARD  
City, State Zip: CHEHALIS, WA 98532  
Phone Number: 3603453231  
Email: jpectol@cl.chehalis.wa.us

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CITY OF CHEHALIS  
AGENDA REPORT

DATE: September 26, 2014

TO: The Honorable Mayor and City Council

FROM: Lodging Tax Advisory Committee  
Mayor Pro Tem Terry Harris, Chair  
Alicia Bull, Centralia-Chehalis Chamber of Commerce  
Rick Burchett, Chehalis-Centralia Railroad & Museum  
Todd Chaput, Holiday Inn Express & Suites  
Chip Duncan, Veterans Memorial Museum  
Michel Rey, Best Western Plus Park Place Inn & Suites  
Satpal Sohal, Econo Lodge

SUBJECT: Lodging Tax Advisory Committee Recommendations for 2015 Tourism Funds and Request for 2014 Tourism Funds

**ISSUE**

The Lodging Tax Advisory Committee (LTAC) met on September 23, to review requests from 11 organizations for 2015 tourism funds, and one request for 2014 tourism funds.

**DISCUSSION**

As a reminder, in 2013 the state legislature passed a bill which, among other things, changed the role of the LTAC and what action can be taken by the city council. Legislation provides that requests be submitted to the LTAC who prepares a list of candidates and funding recommendations to the city council. The city council must either accept the recommendations or not accept them. *The candidates must be awarded the amounts recommended by the LTAC or nothing.*

If the council elects to propose a change, they can submit a proposal to the LTAC for review and comment. The submission must occur at least 45 days before final action on or passage of the proposal by the city; however the statute does not provide what happens if the LTAC does not respond. It is the opinion of the city attorney that the council cannot make changes to the LTAC's recommendations regardless if they respond or do not respond.

All applicants submitted the additional documentation required by the council, including a financial audit if applicable. The documentation is being reviewed by the administration.

The attachments to this report include the minutes from the September 23 LTAC meeting, a current tourism tax revenue report, and 2015 tourism fund projections and requests. Funding request applications and additional documentation are available for review through the city manager's office and will be available at the council meeting.

Upon council approval, all recipients must enter into an agreement with the city for use of the funds. They are required to report on a quarterly basis how the funds were spent.

After review and discussion, the committee makes the following recommendations for the city council's consideration:

<u>Organization</u>	<u>Request</u>	<u>Recommendation</u>
1. Chehalis-Centralia Railroad & Museum	\$ 30,000	\$ 10,000
2. Lewis County Historical Museum	\$ 20,000	\$ 18,000
3. Veterans Memorial Museum	\$ 20,000	\$ 18,000
4. City/Premier Broadcasters (Chehalis Bridal Show)	\$ 13,550	\$ 0
5. SWW Dance Center (Dance Festival Northwest)	\$ 2,500	\$ 0
6. Friends of the Chehalis Community Renaissance	\$ 11,580	\$ 10,000
7. Chamber of Commerce (Electronic Kiosk)	\$ 20,000	\$ 20,000
8. City Manager's Office	\$ 45,000	\$ 45,000
9. Comm. Development Dept. (Recreation Park Project)	\$ 40,000	\$ 30,000
10. Comm. Development Dept. (Hedwall Park Project)	\$207,000	\$ 40,000
11. Comm. Development Dept. (Youth Tournaments)	<u>\$ 36,000</u>	<u>\$ 31,000</u>
<b>Total</b>	<b>\$445,630</b>	<b>\$222,000</b>

The committee also recommends to the city council no funding for the Chehalis-Centralia Railroad & Museum's request for \$3,000 from the 2014 tourism fund.

According to the resolution establishing the LTAC, the city council is to review membership on an annual basis and make changes as appropriate. In accordance with state law, the committee must have at least five members, appointed by the city council. Membership must include at least two representatives of businesses required to collect hotel-motel tax, two people involved in activities that are authorized to be funded by the tax, and one elected official who serves as chairperson. The number of persons representing businesses that collect the tax and the number of persons involved in activities authorized to be funded by the tax must be equal. There is no established term of membership.

Committee members include Mr. Todd Chaput, Holiday Inn Express & Suites; Mr. Michel Rey, Best Western Plus Park Place Inn & Suites; and Mr. Satpal Sohal, Econo Lodge, representing businesses required to collect the tax. Members representing activities funded by the tax are Ms. Alicia Bull, Centralia-Chehalis Chamber of Commerce; Mr. Rick Burchett, Chehalis-Centralia Railroad & Museum; and Mr. Chip Duncan, Veterans Memorial Museum. Mayor Pro Tem Terry Harris is the council representative and acts as committee chair.

#### **RECOMMENDATIONS/COUNCIL ACTION DESIRED**

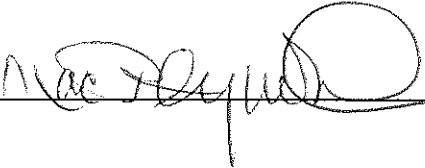
The Lodging Tax Advisory Committee recommends that the council approve its recommendations individually and collectively for use of lodging tax funds for 2015, and one request for lodging tax funds for 2014. The administration also recommends the reappointments of Todd Chaput, Michel Rey, Satpal Sohal, Alicia Bull, Rick Burchett, and Chip Duncan to the city's Lodging Tax Advisory Committee.

#### **1<sup>st</sup> SUGGESTED MOTION**

I move that the council approve the candidates and funding amounts of the Lodging Tax Advisory Committee for use of lodging tax funds for 2015 and 2014.

**2<sup>nd</sup> SUGGESTED MOTION**

I move that the council reappoint the memberships of Todd Chaput, Michel Rey, Satpal Sohal, Alicia Bull, Rick Burchett, and Chip Duncan to the Lodging Tax Advisory Committee.

Reviewed by  \_\_\_\_\_, City Manager

Chehalis Lodging Tax Advisory Committee  
Meeting Minutes  
September 23, 2014

The Lodging Tax Advisory Committee (LTAC) met on September 23, 2014, at 8:30 a.m. in the basement meeting room of Chehalis city hall to review applications for 2015 tourism funding, along with one application for 2014 funding. Members present were: Mayor Pro Tem Terry Harris, Chair; Alicia Bull, Centralia-Chehalis Chamber of Commerce; Rick Burchett, Chehalis-Centralia Railroad and Museum; Todd Chaput, Holiday Inn; Chip Duncan, Veterans Memorial Museum; Michel Rey, Best Western; and Satpal Sohal, Chehalis Inn. Chehalis staff members included Merlin MacReynold, City Manager; and Caryn Foley, City Manager's Administrative Assistant.

#### Call to Order

The meeting was called to order at 8:40 am by Mayor Pro Tem Harris. Councilor Harris reviewed the current tourism tax revenue report through August. He also noted that the Chehalis-Centralia Railroad & Museum would be making a request for additional funding for this year.

#### 2014 Requests

The comments below are in addition to the information provided in each organization's application.

##### **1. Friends of the Chehalis Community Renaissance – \$11,580 (Annalee Tobey & Julie Balmelli-Powe)**

The request is to fund year-round, general promotion and marketing of Chehalis, specifically for reprinting the visitor brochure and event rack card, continuation of the Experience Chehalis Facebook site and e-newsletter, reprinting of the Historic Downtown Chehalis Walking Tour booklet, and professional photography for the city website, brochure, Facebook, and e-newsletter.

Questions:

- How many people currently receive the e-newsletter and where are they from? The current number is 962, but the geographic area from which they come is unknown.
- Is there any duplication of efforts? No, the marketing committee works with the chamber. There is no other Chehalis-exclusive map like the one in the visitor brochure.
- How is the committee going to get the word out about the B&O tax credit program through the Main Street Program? Mr. Chaput and Councilor Harris both indicated their desire to participate in the program. The marketing committee is currently in the process of finalizing an informational brochure and will begin meeting with businesses to explain the program.

##### **2. Chehalis Ballet Center, DBA Southwest Washington Dance Center – \$2,500 (Marcia Greenfield and Lisa Dallas)**

The request is for marketing and promotion of Dance Festival Northwest, which brings about 100 dancers into the area. Funding would be used to expand advertising outreach to hopefully bring in more audience members, noting there is no room to expand the event itself (i.e., number of dancers).

Mr. Chaput indicated he logged 16 room nights from this year's event.

##### **3. Chehalis Bridal Show – \$13,550 (Rick Petty)**

The request is for promotion of the Chehalis Bridal Show.

Questions:

- What is the average age of the brides-to-be? It was estimated that Bridal Show attendees are probably in their 20s. Mr. Rey stated that if that is the case, more social media promotion should be used to grow the event.
- Have the new venues on Jackson Highway and The Loft on Pacific Avenue been contacted about participating in the Bridal Show? They have not, but Mr. Petty indicated he would contact them.
- Would Mr. Petty be willing to shift some radio ads to social media advertising? Mr. Petty indicated he could do that. He noted that the marketing age range was probably somewhere around 25 to 45 and includes mothers of the bride, and that was who was listening to the radio. As noted in the application, surveys show that 32% of the brides-to-be indicated they heard about the event from the radio.

##### **4. Lewis County Historical Museum – \$20,000 (Andy Skinner)**

The request is for operation of the museum, marketing of events, and general promotion of the museum. The recent donation from the estate of June Clare has brought new life to the museum and they want to continue moving forward in a positive direction. Mr. Skinner noted

the importance of the way people get their information now and that is why digitizing museum records, on-line access, and the use of social media is being pursued, although he believed that a broad range of advertising is still needed. He added that the Historical Society is turning 50 next year and they will be celebrating that throughout the year.

#### **5.a. Chehalis-Centralia Railroad and Museum – \$30,000 (Mike Beehler)**

The request would be used solely for marketing and promotion of the steam train. Mr. Beehler noted they would be receiving no lodging tax funding from Lewis County because they missed the deadline for submitting applications. Their website includes links to visitor pages on the Lewis County, Centralia, and Chehalis websites, and to local lodging. The popular Polar Express trains bring in out-of-town guests and are already about two-thirds sold out.

#### **Questions:**

- What is the breakdown of your marketing efforts? Mr. Beehler was not sure about the exact breakdown, but noted they use the Silver Agency for their advertising.
- With regard to the Polar Express royalty fee, would there be a benefit to call it something else to avoid this fee? Mr. Burchett stated the Polar Express is a brand identification. The CCRM is the only organization in the state that has a contract for its use, noting they are in the first year of a new three-year contract. He also noted the royalty fee is based on a percentage. Mr. Beehler wasn't sure what the impact of not using the Polar Express brand would be and he feared they would probably lose the opportunity to regain the contract if they let it go. He thought the cost to ride this special event train was probably mid-range in comparison with others across the country, noting they hadn't increased the cost in a couple years.
- Is it then time to consider an increase? Mr. Beehler stated he would share that suggestion with the board.
- If you didn't receive your full \$30,000 request how would you market? Mr. Beehler indicated, not well, but they would survive. They would have to prioritize their marketing efforts and probably do less print advertising.
- What amount of funding did you receive last year from Lewis County? Mr. Beehler believed it was around \$7,500.

Mr. Burchett noted the CCRM must complete a rebuild of their engine next year at a cost of around \$150,000.

Mr. Duncan suggested that the CCRM request an advertising report from the Silver Agency so they know how their funds are being spent.

#### **5.b. Chehalis-Centralia Railroad and Museum – \$3,000 (Mike Beehler)**

This request is for funding from the current year (2014) for advertising the Pumpkin, Santa, and Polar Express trains. Mr. Beehler stated they received less funding this year and that is why they are making this request.

#### **6. Chehalis Community Development Department for Youth Tournaments – \$36,000 (Dennis Osborn & Lilly Wall)**

Ms. Wall stated they are changing some things up next year and therefore requesting less funding for 2015. She added she is working with Centralia on tournament offerings to avoid competing with each other and to keep more teams coming into the area.

Mr. Chaput noted that in May alone he showed 115 room nights from Chehalis youth tournaments.

#### **7. Chehalis Community Development Department for Recreation Park Project – \$40,000 (Dennis Osborn & Lilly Wall)**

Mr. Osborn explained the administration was asked to take a comprehensive look at the city's parks' needs and the next two funding requests are being submitted for the committee's consideration. The first request is to perform a geotechnical analysis and architectural and engineering for drainage issues and design surrounding the city's new aquatics center and offer issues related to the new aquatics center at Recreation Park. An existing plan for Recreation Park was performed by Balmelli Engineering, but it did not address the drainage issue around the pool, which impacts the ball fields.

#### **Questions:**

- Have core samples been taken? Not yet, but that would be covered in the recommended geotechnical analysis.
- Has the Chehalis Foundation been approached? Mr. Osborn stated they will look into all potential partnerships.
- Has the city looked into bonds for this project? Again, Mr. Osborn stated all funding resources will be researched.
- If the city knew there were drainage issues at the pool site, why was that not addressed with construction of the new pool? Mr. MacReynold stated the city was not aware of the drainage issues at the pool. The study/plan by Balmelli Engineering only addressed the ball fields. He also added that the city was not expecting the LTAC to approve the full funding request. Whatever amount is allocated, if any, the city will then pursue other funding sources, but the city needs to have an agreed to design and

construction engineering complete so that we know what it will look like, issues involved and cost of construction before proceeding any further.

#### **8. Chehalis Community Development Department for Stan Hedwall Park Project – \$207,000 (Dennis Osborn & Lilly Wall)**

Now that the city owns Hedwall Park, the administration was directed to see what types of improvements and repairs are needed to grow the park for tourism events and tournament use.

Councilor Harris stated the project would expand both the use and time of use of the park.

Mr. Chaput noted that the improvements to the soccer fields would be new and not competing with Centralia.

#### **9. Centralia-Chehalis Chamber of Commerce for Electronic Kiosk – \$20,000 (Alicia Bull)**

The request is for the purchase and installation of a tourism kiosk at the chamber. The chamber is a visitor stopping point and last year began being open on Saturdays. They track all calls and visits. The chamber serves several different aspects. Since funding would be coming from Chehalis tourism funds, if approved, the kiosk would be Chehalis-centric, and if it is a success, additional kiosks could be located at various locations based on input from the city.

Mr. Chaput stated it would be interactive and organizations could easily update their own information. He thought it would be a good regional marketing tool.

Mr. Duncan liked the idea stating it was a good tool to get people here and keep them here.

Councilor Harris noted that anything electronic eventually becomes outdated. Ms. Bull stated the subscription would be updated as needed and there are varying options for hardware to accommodate the needs of different organizations.

Mr. Rey stated that businesses could “pay to play” therefore helping to pay for the system.

#### **Questions:**

- Does the chamber have the staff to devote to upkeep of the kiosk? Ms. Bull stated they do.
- Where would the second kiosk be located? Ms. Bull didn't yet know if a second kiosk would be feasible, but the chamber would work with the city to determine a location.
- Does the Historical Museum act as a back-up visitor center on Sundays when the chamber is closed? The Historical Museum is also closed on Sundays. Mr. Rey suggested that a QR code could be placed on the door of the chamber allowing visitors access to the kiosk information.
- Mr. Sohal asked if the kiosk could take the place of updating the visitor portion of the chamber website. Ms. Bull stated the current tourism services contract between the chamber, Lewis County, Chehalis, and Centralia included a complete rebuild of the [tourlewiscounty.com](http://tourlewiscounty.com) website. The scope of work for the contract was recently changed to not do a complete rebuild, but instead create a visitor section in the chamber's existing website to include links to visitor information throughout the county, whether chamber members or not.
- Mr. Duncan was concerned about the life span of the kiosk and asked that the chamber contact others that use kiosks to learn how they like them.

#### **10. Veterans Memorial Museum – \$20,000 (Chip Duncan)**

The request is for general marketing of the museum and its events. This year has been one of the best yet for the museum, with more programs being offered. The museum is using more social media as a means to advertise, including their website and Facebook.

#### **11. City Manager's Office – \$45,000 (Merlin MacReynold)**

The request is for funding the tourism services contract with the chamber, design and placement of an ad in the Lewis County Visitors Guide, and half of the cost for hosting, maintenance, and support of the city's website.

Ms. Bull added that lodging tax funding allowed the chamber to begin being open on Saturdays, which has proved to be successful with lots of visitors coming in. Funding also allowed for the design and distribution of visitor bags, which are handed out at the Northwest Sport Hub and other events. The bags contain information about shopping, dining, lodging, and things to do throughout Lewis County.

Mr. MacReynold noted that funding to the chamber goes a long way. We may be looking at funding changes from the county and Centralia, and if so, the Chehalis city council may want to make adjustments.

**Review of 2015 Revenue Projections, Requests, and Determine Allocation Recommendations to City Council**

The projected beginning fund balance for 2015 is estimated to be \$69,387, with estimated revenues of \$182,910, and a recommended reserve of \$50,000. With these assumptions, the estimated total available revenue for distribution to applicants is \$202,297. With requests totaling \$445,630 and available funding of \$202,297, the committee established the following recommendations for council consideration:

<b>Organization</b>	<b>Request</b>	<b>Recommendation</b>
1. Chehalis-Centralia Railroad & Museum	\$ 30,000	\$ 10,000
2. Lewis County Historical Museum	\$ 20,000	\$ 18,000
3. Veterans Memorial Museum	\$ 20,000	\$ 18,000
4. City/Premier Broadcasters (Chehalis Bridal Show)	\$ 13,550	\$ 0
5. SWW Dance Center (Dance Festival Northwest)	\$ 2,500	\$ 0
6. Friends of the Chehalis Community Renaissance	\$ 11,580	\$ 10,000
7. Chamber of Commerce (Electronic Kiosk)	\$ 20,000	\$ 20,000
8. City Manager's Office	\$ 45,000	\$ 45,000
9. Comm. Development Dept. (Recreation Park Project)	\$ 40,000	\$ 30,000
10. Comm. Development Dept. (Hedwall Park Project)	\$207,000	\$ 40,000
11. Comm. Development Dept. (Youth Tournaments)	\$ 36,000	\$ 31,000
<b>Total</b>	<b>\$445,630</b>	<b>\$222,000</b>

The following recommendations would leave a reserve balance of \$30,297.

The committee also agreed to recommend for council consideration no funding for the Chehalis-Centralia Railroad & Museum's request for \$3,000 from the 2014 tourism fund.

The recommendations will be reviewed by the city council on October 13, 2014 at 5:00 p.m.

The meeting concluded at 2:30 p.m.

Minutes respectfully submitted by Caryn Foley, City Manager's Administrative Assistant.

**City of Chehalis**  
**Tourism Tax Revenue**

Month-by-Month Comparisons								
	2008	2009	2010	2011	2012	2013	2014	13-14 % Chg
January	6,692.02	6,140.00	9,276.80	8,520.62	9,323.48	13,350.86	10,704.50	-19.8%
February	6,319.78	5,622.94	7,478.94	8,218.08	8,546.46	10,993.86	10,657.58	-3.1%
March	7,118.50	5,995.90	7,797.06	8,133.40	11,792.44	8,983.66	9,131.84	1.6%
April	6,514.92	6,153.36	9,848.24	8,704.52	9,262.06	10,072.84	10,345.30	2.7%
May	8,732.08	6,824.02	11,553.28	11,092.58	13,366.08	13,774.46	12,882.16	-6.5%
June	8,205.56	6,299.92	11,250.48	11,271.74	11,612.52	11,838.48	13,580.34	14.7%
July	10,400.54	10,143.10	16,307.04	16,087.02	12,640.42	14,180.74	16,837.04	18.7%
August	11,397.98	13,704.42	17,571.44	19,447.04	17,726.60	17,422.60	21,246.60	21.9%
September	11,254.52	16,931.30	18,530.96	20,803.42	19,630.80	23,712.14	26,185.60	10.4%
October	11,594.58	17,948.28	20,488.70	21,029.58	22,607.16	25,478.82		
November	10,291.86	12,609.06	13,828.34	15,837.28	16,172.06	16,895.88		
December	8,642.78	11,830.98	11,570.98	12,140.04	12,344.88	13,742.48		
Totals	107,165.12	120,203.28	155,502.26	161,285.32	165,024.96	180,446.82	131,570.96	n/a
As of 9/XX:	76,635.90	77,814.96	109,614.24	112,278.42	113,900.86	124,329.64	131,570.96	5.8%
As of 2nd Qtr.:	43,582.86	37,036.14	57,204.80	55,940.94	63,903.04	69,014.16	67,301.72	-2.5%
As of 1st Qtr.:	20,130.30	17,758.84	24,552.80	24,872.10	29,662.38	33,328.38	30,493.92	-8.5%



**2015 CHEHALIS TOURISM FUND PROJECTIONS AND REQUESTS**

Projected Beginning Fund Balance       \$   69,387.00  
 Estimated Revenue                         \$   182,910.00  
**Total Estimated Revenue                 \$   252,297.00**

Recommended Ending Fund Balance Reser \$   30,297.00

**2015 Total Available Revenue             \$   222,000.00**

	2012	2013	2014	2015 Requests	2015 LTAC Recommendations	2015 Council Action
<b>Facilities</b>						
Chehalis-Centralia Railroad & Museum	30,000	20,000	15,000	30,000	10,000	
Lewis County Historical Museum	22,500	15,000	15,000	20,000	18,000	
Veterans Memorial Museum	25,000	18,125	25,000	20,000	18,000	
<b>Events</b>						
ARTrails Studio Tours - ARTrails of SWW	No award	No request	No request	No request	NA	
Babe Ruth Tournament - South Sound Babe Ruth	*	20,000	No request	No request	NA	
Cascade Country Cook-Off - Advocate Foundation	5,000	5,000	5,000	No request	NA	
Chehalis Bridal Show - City (Premier Broadcasters)	10,000	10,000	10,000	13,550	0	
Chehalis Garlic Fest - Advocate Foundation	18,000	5,000	5,000	No request	NA	
Concert of the Green (formerly Jazz in July) - Pope's Kids Place	**	5,000	5,000	No request	NA	
Home & Garden Show - Cent-Cheh Chamber	2,500	5,000	5,000	No request	NA	
Dance Festival NW - SWW Dance Center	No request	No request	No request	2,500	0	
<b>Other</b>						
Friends of the Chehalis Community Renaissance	No request	No request	11,000	11,580	10,000	
Cent-Cheh Chamber of Commerce - Kiosk	No request	No request	No request	20,000	20,000	
<b>City</b>						
City Manager's Office - Tourism & Marketing	15,000	20,000	45,000	45,000	45,000	
Community Dev. - Recreation Park Project	9,000	25,000	No request	40,000	30,000	
Community Dev. - Stan Hedwall Park Project	No request	No request	No request	207,000	40,000	
Community Development - Youth Tournaments	33,200	44,310	40,475	36,000	31,000	
<b>TOTALS</b>	<b>170,200</b>	<b>192,435</b>	<b>181,475</b>	<b>445,630</b>	<b>222,000</b>	

\* In 2010, the City Council approved reserving \$10,000 in 2011 and \$10,000 in 2012 for use by South Sound Babe Ruth for the 2013 Regional Babe Ruth Tournament.

\*\* In 2012, Pope's Kids Place was awarded \$5,000 for Jazz in July, but the event was canceled. The City Council approved deferring the request to 2013.

In 2014, the Advocate Foundation was awarded \$5,000 for the Cascade Country Cook-Off, but the event was canceled.