

# CHEHALIS CITY COUNCIL AGENDA

CITY HALL  
350 N MARKET BLVD | CHEHALIS, WA 98532

Dennis L. Dawes, Position at Large  
Mayor

Jerry Lord, District 1  
Daryl J. Lund, District 2  
Dr. Isaac S. Pope, District 4

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

**Regular Meeting of Monday, January 13, 2019**  
**5:00 p.m.**

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

## SPECIAL BUSINESS

3. Swearing-in of Re-elected and Newly-elected Council Members. (Municipal Court Judge)
4. Election of Mayor and Mayor Pro Tem. (Mayor)
5. Council Committee/Board Appointments. (Mayor)

## PROCLAMATIONS / PRESENTATIONS

6. Proclamation – Law Enforcement Appreciation Day. (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.

**CONSENT CALENDAR**

7. <u>Minutes of the Regular City Council Meeting of December 9, 2019.</u> (City Clerk)	APPROVE	1
8. <u>Vouchers and Transfers – Accounts Payable in the Amount of \$852,458.15 Dated December 13, 2019.</u> (City Manager, Finance Director)	APPROVE	4
9. <u>Vouchers and Transfers – Accounts Payable in the Amount of \$430,811.76 and Voided Check No. 127888 in the Amount of \$4,565.24 Dated December 31, 2019.</u> (City Manager, Finance Director)	APPROVE	6
10. <u>Vouchers and Transfers – Payroll in the Amount of \$905,548.81 Dated December 31, 2019.</u> (City Manager, Finance Director)	APPROVE	8
11. <u>Reappointment of Ed Stanton to the Civil Service Commission for a Six-Year Term Expiring December 31, 2025.</u> (City Manager, City Clerk)	APPROVE	9
12. <u>Reappointments and Appointments to the Planning Commission.</u> (City Manager, Public Works Director, Planning & Building Manager)	APPROVE	12
13. <u>Acceptance of TIB Arterial Preservation Grant in the Amount of \$707,535 for the Main Street Resurfacing Project.</u> (City Manager, Public Works Director, Street/Storm Superintendent)	APPROVE	18
14. <u>Engineering Services Agreement with Gibbs and Olson in an Amount Not to Exceed \$90,000 for Design and Bidding the Main Street Resurfacing Project.</u> (City Manager, Public Works Director, Street/Storm Superintendent)	APPROVE	25
15. <u>Award Kresky Avenue Resurfacing Project to Clark and Sons Excavating, Inc., in the Amount of \$512,863.05.</u> (City Manager, Public Works Director, Street/Storm Superintendent)	APPROVE	42
16. <u>Supplemental Agreement #1 with Skillings Connolly for Construction Management Services for the Kresky Avenue Resurfacing Project.</u> (City Manager, Public Works Director, Street/Storm Superintendent)	APPROVE	44
17. <u>Accept Apron Rehabilitation Project as Complete.</u> (City Manager, Public Works Director, Airport Operations Coordinator)	APPROVE	46

**UNFINISHED BUSINESS**

18. <u>Ordinance No. 1005-B, Second and Final Reading – Vacating Alleyway at the Corner of SW Chehalis Avenue and W Main Street.</u> (City Manager, Public Works Director, Planning & Building Manager)	PASS	69
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<b>ADMINISTRATION AND CITY COUNCIL REPORTS</b>		
19. <u>Administration Reports.</u> a. City Manager update. (City Manager)	INFORMATION ONLY	- - -
20. <u>Councilor Reports/Committee Updates.</u> (City Council)	INFORMATION ONLY	- - -

<b>EXECUTIVE SESSION</b>
21. Pursuant to RCW: a. 42.30.140(4)(b) – Collective Bargaining b. 42.30.110(1)(c) – Minimum Price at Which Real Estate Will Be Offered for Sale/Lease

**THE CITY COUNCIL MAY ADD AND TAKE ACTION ON OTHER ITEMS NOT LISTED ON THIS AGENDA.  
NEXT REGULAR CITY COUNCIL MEETING IS MONDAY, JANUARY 27, 2020.**

December 9, 2019

The Chehalis city council met in regular session on Monday, December 9, 2019, in the Chehalis city hall. Mayor Dennis Dawes called the meeting to order at 5:00 pm with the following council members present: Terry Harris, Tony Ketchum, Daryl Lund, Dr. Isaac Pope, Bob Spahr, and Chad Taylor. Staff present included: Jill Anderson, City Manager; Tammy Baraconi, Planning & Building Manager; Ken Cardinale, Fire Chief; Caryn Foley, City Clerk; Melody Guenther, Court Administrator; Erin Hillier, City Attorney; Brandon Rakes, Airport Operations Coordinator; Chun Saul, Finance Director; Glenn Schaffer, Police Chief; Judy Schave, HR/Risk Manager; Don Schmitt, Street/Storm Superintendent; and Lilly Wall, Recreation Manager. Members of the news media included Celine Fitzgerald of *The Chronicle*.

1. **Proclamation – Support of Refugees.** Mayor Dawes read and presented a proclamation to Sarah Brown with Amnesty International in support of refugees.

2. **Recognition of Mayor Pro Tem Terry Harris.** Mayor Dawes read and presented a proclamation and a plaque in recognition of Councilor Harris' 16 years of service as a member of the council. The proclamation summarized an extensive list of committees and subcommittees that Councilor Harris served on. As stated on the plaque, Mayor Dawes thanked Councilor Harris for always representing the city with integrity, humility, and heart-felt commitment to the community. Finally, Mayor Dawes presented Councilor Harris with a gift from his fellow councilmembers in hopes that he use it to enjoy with his family.

Councilor Harris stated he loved working with his fellow council members and very much appreciated being part of that.

3. **Chehalis Community Renaissance Team Update.** Executive Director Annalee Tobey provided an update on CCRT activities. She thanked the council and staff for their support. Ms. Tobey highlighted the façade grant program, design projects, Chehalis Coworks, the Downtown Business Academy, and art and promotion projects. She reviewed new businesses and building owners, and expansions. 2020 projects will focus on an expanded Main Street District to include State Avenue, merchandising Chehalis-themed items, Chehalis promotional cards in area hotels, and strategic planning and program review. She recognized and thanked those businesses and the city for their 2019 B&O tax contributions. Finally, Ms. Tobey honored Councilor Harris with a framed photo, with signatures of thanks, for the wonderful gingerbread house that he created, and for all his leadership on the CCRT, particularly on the holiday decorations committee.

4. **Consent Calendar.** Councilor Spahr moved to approve the consent calendar comprised of the following:
- a. Minutes of the regular City Council meeting of November 25, 2019;
  - b. November 27, 2019 Claim Vouchers No. 127524-127631 in the amount of \$2,073,287.21;
  - c. November 27, 2019, Payroll Vouchers No. 41112-41143, Direct Deposit Payroll Vouchers No. 11493-11599, Electronic Federal Tax and DRS Pension/Deferred Comp Payments No. 270-273 in the amount of \$792,986.81;
  - d. Master interlocal agreement for reimbursable work with Lewis County;
  - e. Change Order No. 1 in the amount of \$270,871.70 for the Taxiway Realignment Project;
  - f. Resolution No. 19-2019, first and final reading – declaring city property to be surplus; and
  - g. Consider cancelation of the December 23 city council meeting.

The motion was seconded by Councilor Pope and carried unanimously.

5. **Ordinance No. 1004-B, Second and Final Reading – Amending the 2019 Annual Budget.** City Manager Anderson stated a full presentation was given at the last council meeting and noted no changes had been made since first reading.

Councilor Harris moved to pass Ordinance No. 1004-B on second and final reading. The motion was seconded by Councilor Pope and carried unanimously.

6. **Ordinance No. 1005-B, First Reading – Vacating Alleyway at the Corner of SW Chehalis Avenue and W Main Street.** City Manager Anderson stated an overview of the vacation request was provided at the last council meeting. She noted no comments were received during the public hearing.

December 9, 2019

Councilor Spahr moved to pass Ordinance No. 1005-B on first reading. The motion was seconded by Councilor Taylor and carried unanimously.

**7. Contract for Indigent Defense Services and Grant Agreement for Improvement of Public Defense Services.**

Melody Guenther stated the issue involved a new indigent defense services contract and a grant for the improvement of delivery of public defense services. The city is required to provide indigent defense to individuals who can't afford to hire their own attorney, and currently contracts with two private defense attorneys to provide that service. The current contract has been in effect since 2015 and needs to be updated to include a new fee schedule and requirements related to a grant. The attorneys requested a compensation increase. In consideration of the request and the city's limited resources, court staff applied for a state grant administered through the Office of Public Defense (OPD) and received a \$20,000 grant – \$10,000 in 2020 and \$10,000 in 2021. The grant can be used for interpreter services for attorney-client communications; increased public defense attorney compensation; public defense training; investigation services; and expert witnesses. It cannot be used to supplant local funds being spent on public defense services prior to receiving the grant. The city is responsible for continuing to pay at least the same amount for public defense services as it did prior to receiving the grant. The city may re-apply for the grant in 2021 for another two-year period.

Ms. Guenther stated the current contract incorporated the public defense standards per city Resolution 8-2014 that were adopted to comply with state statutes. Ms. Guenther reviewed the terms of the new contract. The rates proposed in the new contract were comparable to rates paid in other local jurisdictions. The city's current public defense attorneys have indicated in writing that they were willing to provide services under the terms proposed in the new contract. Based on a two-year average of case assignments, the compensation increase for the contract would total \$12,030. The \$10,000 grant would offset the increased compensation with the balance of \$2,030 to be paid by the city. She noted adequate funds were included in the 2020 budget.

Councilor Spahr moved to approve the contract for indigent defense services and authorize the City Manager to sign the contract, and to authorize the City Manager to sign the grant agreement for improvement of public defense services. The motion was seconded by Councilor Pope.

Ms. Guenther thanked the council for their support of the municipal court, noting there had been some very challenging issues the last few years between new Supreme Court rulings and state statutes, as well social issues.

The motion carried unanimously.

**8. Administration Reports.**

a. **City Manager Update.** City Manager Anderson asked for confirmation of February 3 for a joint meeting with the Port of Chehalis commissioners to discuss several issues. The council requested the workshop be from 4:30 to 6:00 pm. City Manager Anderson provided a strategic plan update from the September planning session. She reviewed the mission and vision statements, and core values. The council's three-year goals were reaffirmed and included: maintain and enhance financial stability; enhance and modernize technology; increase and optimize staffing levels; improve and maintain the infrastructure; and enhance and maintain facilities. She reviewed eight-month objectives for each goal. Major projects included: Recreation Park and Penny Playground; a new fire station; possible fire service annexation into Lewis County Fire District #6; future options for 9-1-1 dispatch; and annexation of Urban Growth Area properties. The next strategic planning session was set for Thursday, May 14, 2020.

**9. Councilor Reports/Committee Updates.**

a. Councilor Taylor stated there was an upcoming transportation meeting in Cathlamet where they would be discussing electrification of I-5 and how to implement charging stations. He stated it had been a pleasure serving with Councilor Harris and he was very happy that Councilor Harris chose to live in Chehalis.

b. Councilor Lund expressed appreciation for the holiday decorations in the council chambers, and he wished everyone a Merry Christmas and Happy New Year. He stated it had been a pleasure working with Councilor Harris.

c. Councilor Spahr echoed everyone's sentiments for Councilor Harris. He stated he would be missed on the council.

d. Councilor Pope stated it had been fun sitting next to Councilor Harris and enjoyed their quiet laughs. He also stated it had been a great pleasure working with Councilor Harris and he would really miss him.

December 9, 2019

e. Councilor Harris stated his parents taught him at a very early age to be humble and he looked to his father for guidance on how to accept gratuities, rather they come in physical form or in thanks, and he still has never really figured out how to accept them properly. He stated he couldn't express enough how much of an honor it was to sit with his fellow council members and do the work they do. He stated he wouldn't trade it for the world. He expressed his appreciation to the council and staff. He stated the two best decisions were the hiring of the last two city managers. He expressed his love and appreciation for Chehalis.

e. Mayor Dawes attended the mayors meeting and the Christmas parade.

There being no further business to come before the council, the meeting was adjourned at 6:14 pm.

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Dennis L. Dawes, Mayor

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Caryn Foley, City Clerk

Approved:

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

**CHEHALIS CITY COUNCIL MEETING  
AGENDA REPORT**

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

**FROM:** Jill Anderson, City Manager

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

**MEETING OF:** January 13, 2020

**SUBJECT:** Vouchers and Transfers – Accounts Payable in the Amount of \$852,458.15

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**ISSUE**

City Council approval is requested for Vouchers and Transfers dated December 13, 2019.

**DISCUSSION**

The December 13, 2019 claim vouchers have been reviewed by a committee of three councilors prior to the release of payments. The administration is requesting City Council approval for Claim Vouchers No. 127632 – 127762 and Electronic Funds Transfer No. 1120191 in the amount of \$852,458.15 dated December 13, 2019 which includes the transfer of:

- \$ 164,347.03 from the General Fund
- \$ 73.71 from the Dedicated Street Fund – 4% Sales Tax Fund
- \$ 40.62 from the Arterial Street Fund
- \$ 766.60 from the Transportation Benefit District Fund
- \$ 539,024.48 from the Public Facilities Reserve Fund
- \$ 1,031.15 from the Automotive Equipment Reserve Fund
- \$ 497.30 from the Garbage Fund
- \$ 46,218.08 from the Wastewater Fund
- \$ 55,825.35 from the Water Fund
- \$ 3,165.07 from the Storm & Surface Water Utility Fund
- \$ 41,468.76 from the Airport Fund

**RECOMMENDATION**

It is recommended that the City Council approve the December 13, 2019 Claim Vouchers No. 127632 – 127762 and Electronic Funds Transfer No. 1120191 in the amount of \$852,458.15

**SUGGESTED MOTION**

I move that the City Council approve the December 13, 2019 Claim Vouchers No. 127632 – 127762 and Electronic Funds Transfer No. 1120191 in the amount of \$852,458.15.



**CHEHALIS CITY COUNCIL MEETING  
AGENDA REPORT**

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

**FROM:** Jill Anderson, City Manager

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

**MEETING OF:** January 13, 2020

**SUBJECT:** Vouchers and Transfers – Accounts Payable in the Amount of \$430,811.76 and Voided Check No. 127888 in the amount of \$4,565.24 Dated December 31, 2019

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**ISSUE**

City Council approval is requested for Vouchers and Transfers dated December 31, 2019. In addition to the Vouchers and Transfers, approval is requested for voided Check No. 127888, original issue date December 31, 2019, which results in an increase to the General Fund balance in the amount of \$4,565.24.

**DISCUSSION**

The December 31, 2019 claim vouchers have been reviewed by a committee of three councilors prior to the release of payments. The administration is requesting City Council approval for Claim Vouchers No. 127763 - 127909 in the amount of \$430,811.76 dated December 31, 2019, and voided Check No. 127888 in the amount of \$4,565.24 for the net total transfer of \$426,246.52 as follows:

- \$ 108,342.52 from the General Fund
  - \$ 2,614.28 from the Dedicated Street Fund – 4% Sales Tax Fund
  - \$ 23.75 from the Arterial Street Fund
  - \$ 6,127.15 from the Transportation Benefit District Fund
  - \$ 39,783.70 from the Tourism Fund
  - \$ 132,485.91 from the Wastewater Fund
  - \$ 38,096.23 from the Water Fund
  - \$ 1,218.52 from the Storm & Surface Water Utility Fund
  - \$ 99,834.42 from the Airport Fund
  - \$2,285.28 from the Firemen’s Pension Fund
- \$430,811.76 Total Vouchers for December 31, 2019  
\$ <4,565.24> Voided check for December 31, 2019  
\$426,246.52 Net Total Transfers

**RECOMMENDATION**

It is recommended that the City Council approve the December 31, 2019 Claim Vouchers No. 127763 – 127909 in the amount of \$430,811.76 and voided Check No. 127888 in the amount of \$4,565.24.

**SUGGESTED MOTION**

I move that the City Council approve the December 31, 2019 Claim Vouchers No. 127763 – 127909 in the amount of \$430,811.76 and voided Check No. 127888 in the amount of \$4,565.24.

**CHEHALIS CITY COUNCIL MEETING  
AGENDA REPORT**

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

**FROM:** Jill Anderson, City Manager

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

**MEETING OF:** January 13, 2020

**SUBJECT:** Vouchers and Transfers – Payroll in the Amount of \$905,548.81 Dated December 31, 2019

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**ISSUE**

City Council approval is requested for Payroll Vouchers and Transfers dated December 31, 2019.

**DISCUSSION**

The administration requests City Council approval for Payroll Vouchers No. 41144-41178, Direct Deposit Payroll Vouchers No. 11600-11705, Electronic Federal Tax and DRS Pension/Deferred Comp Payments No. 274-277 dated December 31, 2019 in the amount of \$905,548.81, which include the transfer of:

- \$566,116.26 from the General Fund
- \$3,575.33 from the Arterial Street Fund
- \$302.88 from the Public Facilities Reserve Fund
- \$167,748.09 from the Wastewater Fund
- \$103,084.63 from the Water Fund
- \$28,721.88 from the Storm & Surface Water Utility Fund
- \$33,772.24 from the Airport Fund
- \$2,227.50 from the Firemen’s Pension Fund

**RECOMMENDATION**

It is recommended that the City Council approve the December 31, 2019 Payroll Vouchers No. 41144-41178, Direct Deposit Payroll Vouchers No. 11600-11705, Electronic Federal Tax and DRS Pension/Deferred Comp Payments No. 274-277 in the amount of \$905,548.81.

**SUGGESTED MOTION**

I move that the City Council approve the December 31, 2019, Payroll Vouchers No. 41144-41178, Direct Deposit Payroll Vouchers No. 11600-11705, Electronic Federal Tax and DRS Pension/Deferred Comp Payments No. 274-277 in the amount of \$905,548.81.

**CHEHALIS CITY COUNCIL MEETING  
AGENDA REPORT**

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

**FROM:** Jill Anderson, City Manager

**BY:** Caryn Foley, City Clerk

**MEETING OF:** January 13, 2020

**SUBJECT:** Reappointment of Ed Stanton to the Civil Service Commission for a Six-Year Term Expiring December 31, 2025

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**ISSUE**

Ed Stanton's term on the Civil Service Commission expired December 31, 2019.

**DISCUSSION**

The city received notification from Ed Stanton that he would like to be considered for reappointment to the Civil Service Commission. Mr. Stanton has served on the Commission since 1982 and has faithfully attended and fully participated as needed. Attached is a copy of his application for appointment.

The municipal code and state law spell out the requirements for appointees to the Civil Service Commission. The Commission consists of three members who are recommended for appointed by the City Manager and approved by City Council. Members serve six-year terms without compensation, and must be:

- a citizen of the United States;
- a resident of the city for at least three years immediately preceding such appointment; and
- registered to vote in Lewis County

The Civil Service Commission reviews and updates the Civil Service Rules and Regulations; certifies eligibility lists for candidates for the Police and Fire Departments; and serves as the appeal process if a rule is broken.

**RECOMMENDATION**

It is requested that the City Council confirm the City Manager's reappointment of Ed Stanton to a new six-year term on the Civil Service Commission.

**SUGGESTED MOTION**

I move that the City Council confirm the City Manager's appointment of Ed Stanton to a new six-year term on the Civil Service Commission with an expiration date of December 31, 2025.

**City of Chehalis APPLICATION FOR APPOINTMENT**

Date 12-9-19

(The city of Chehalis accepts applications from anyone residing in the city limits of Chehalis, who meet the required criteria for each Board, Commission or Committee. Please see below the corresponding RCW, CMC, or Resolution for appointment criteria. For more information contact city clerk at 360-345-3225)

I wish to be considered for appointment to the following board, commission, or committee:

- Airport Board (RCW 14.08)
- Lodging Tax Advisory Committee (Resolution 1-98)
- Historic Preservation Commission (CMC 2.66)
- Civil Service Commission (CMC 2.56 and RCW 4.108-Fire, RCW 41.12-Police
- Sister City Committee (CMC 2.80)
- Planning Commission (CMC 2.48)
- Library Board (RCW 27.12)
- Other \_\_\_\_\_

Please print

Name ED STANTON

Present employer \_\_\_\_\_

Employer address \_\_\_\_\_ Phone No. \_\_\_\_\_

Fax No. \_\_\_\_\_ E-mail \_\_\_\_\_

Home address 1421 KELLY RD - CHEHALIS WA Home Phone No. 253-241-2490

Have you previously or are you now serving on any of the above mentioned?  Yes  No

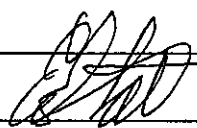
If yes, please explain 38 YEARS ON CIVIL SERVICE BOARD

Date available for appointment \_\_\_\_\_

Available to attend Evening meetings?  Yes  No Daytime meetings?  Yes  No

Approximately how many hours each month can you devote to city business? 5

Brief statement of qualifications for position and reason for requesting appointment.  
MY 38 YEARS ON CIVIL SERVICE BOARD  
SHOW QUALIFY ME TO SERVE

Signature 

Please return completed form to: Office of the City Clerk  
350 N Market Blvd Rm 101, Chehalis WA 98532

Please indicate where you wish meeting information to be mailed and how you would like to be reminded of meetings (e.g., phone, e-mail, cell phone)

PLEASE MAIL TO 11 MARKET BLVD  
FASTEDDIE 1421@YAHOO.COM

**CHEHALIS CITY COUNCIL MEETING  
AGENDA REPORT**

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

**FROM:** Jill Anderson, City Manager

**BY:** Tammy Baraconi, Planning and Building Manager

**MEETING OF:** January 13, 2020

**SUBJECT:** Reappointments and Appointments to the Planning Commission

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**ISSUE**

The Planning Commission has seven positions. The terms of David Fitzpatrick and Kyle McKerricher both expired at the end of December 2018. One position has been vacant for some time, and a second position was vacated when Jerry Lord was elected to the City Council.

**DISCUSSION**

The reappointments of Kyle McKerricher, Position 4, and David Fitzpatrick, Position 5, will allow the Planning Commission to retain institutional knowledge and assist with Planning Commission work moving forward. Both are four-year terms that will expire December 31, 2023.

Mayor Dawes and the City's Planning and Building Manager, Tammy Baraconi, interviewed the two individuals who submitted applications to become planning commissioners. Both individuals, Noel Sharp and Michael McCowan, are being recommended by the Mayor for appointment.

The appointment of Noel Sharp, Position 7, will bring a working knowledge of planning and environmental issues that can better guide the Planning Commission in crucial work moving forward. This position is currently vacant. It is a four-year term that will expire December 31, 2023.

The appointment of Michael McCowan, Position 6, will add the perspective of an experienced and knowledgeable developer to the Planning Commission. Mr. McCowan will fill the vacancy left by Mr. Lord. His three-year term will expire December 31, 2022. Staff requests that Mr. McCowan's term be shortened to three years to prevent vacancies from equaling a quorum and preventing the Planning Commission from conducting business.

All these various points of view are crucial for the Planning Commission to serve the community in the best way possible.

**FISCAL IMPACT**

No fiscal impact.

**RECOMMENDATION**

It is recommended that the City Council reappoint Kyle McKerricher and David Fitzpatrick, and appoint Noel Sharp and Michael McCowan to the Planning Commission, consistent with the recommendation of Mayor Dawes.

**SUGGESTED MOTION**

I move that the City Council:

- 1) Reappoint Kyle McKerricher and David Fitzpatrick to four-year terms expiring December 31, 2023;
- 2) Appoint Noel Sharp to a new four-year term expiring December 31, 2023; and
- 3) Appoint Michael McCowan to a three-year term expiring December 31, 2022.



JAN 03 2020

*[Handwritten initials]*

Date: 1-3-2020



### Application for Appointment

The city of Chehalis accepts applications from anyone residing in the city limits of Chehalis, who meets the required criteria for each board, commission, or committee. Please see below the corresponding RCW, CMC, or Resolution for appointment criteria. Return completed form to the Chehalis City Clerk, City Hall, 950 N. Market Boulevard, Chehalis, WA 98532. For more information contact the City Clerk at 360-345-4040.

I wish to be considered for appointment to the following board, commission, or committee:

- Lodging Tax Advisory Committee (Res. 1-98)
- Planning Commission (CMC 2.48)
- Historic Preservation Commission (CMC 2.66)
- Other \_\_\_\_\_
- Civil Service Commission (CMC 2.56 | RCW 41.08 Fire | RCW 41.12 Police)

PLEASE PRINT

Name: <u>Kyle McKerricher</u>	Home Phone: <u>360 219 3536</u>
Home Mailing Address: <u>102 Pivot Drive</u>	Cell Phone: <u>11</u>
<u>Chehalis, WA 98532</u>	Email: <u>Kmckerricher@gmail.com</u>
Employer: <u>The Silver Agency</u>	Work Phone: <u>360 736 8065</u>
Employer Address: <u>122 S Marquet Blvd</u>	Work Cell:
<u>Chehalis, WA 98532</u>	Work Email: <u>Kyle@silver-agency.com</u>

Have you previously or are you now serving on any of the above boards, commissions, committees?  Yes  No  
 If yes, please explain: Currently on Planning Commission

Date available for appointment: \_\_\_\_\_

Available to attend: Evening Meetings?  Yes  No Daytime Meetings?  Yes  No  
 Approximately how many hours each month can you devote to city business? As many as needed

Provide a brief statement of qualifications and reason for requesting appointment: I'd like to continue my role on the Planning Commission to continue serving our local city & community.

Signature *[Handwritten Signature]*



# Application for Appointment

Date: DEC 30 2019

The city of Chehalis accepts applications from anyone residing in the city limits of Chehalis, who meets the required criteria for each board, commission, or committee. Please see below the corresponding RCW, CMC, or Resolution for appointment criteria. Return completed form to the Chehalis City Clerk, City Hall, 350 N. Market Boulevard, Chehalis, WA 98532. For more information contact the City Clerk at 360-345-1042.

City of Chehalis  
**DEC 27 2019**  
Community Development

I wish to be considered for appointment to the following board, commission, or committee:

- Lodging Tax Advisory Committee (Res. 1-98)
- Planning Commission (CMC 2.48)
- Civil Service Commission (CMC 2.56 | RCW 41.08 Fire | RCW 41.12 Police)
- Historic Preservation Commission (CMC 2.66)
- Other \_\_\_\_\_

### PLEASE PRINT

Name: <u>DAVID FITZPATRICK</u>	Home Phone: <u>360 748 4361</u>
Home Mailing Address: <u>116 VILLAGEMAN DR</u>	Cell Phone: <u>360 561 6062</u>
<u>CHEHALIS, WA 98537</u>	Email: <u>shredder27@msn.com</u>
Employer:	Work Phone:
Employer Address:	Work Cell:
	Work Email:

Have you previously or are you now serving on any of the above boards, commissions, committees?  Yes  No

If yes, please explain: PLANNING COMM.

Date available for appointment: NOW

Available to attend: Evening Meetings?  Yes  No Daytime Meetings?  Yes  No

Approximately how many hours each month can you devote to city business? 10

Provide a brief statement of qualifications and reason for requesting appointment: I AM PRESENTLY  
A MEMBER

Signature [Handwritten Signature]

**City of Chehalis APPLICATION FOR APPOINTMENT**

Date 12/5/2019

(The city of Chehalis accepts applications from anyone residing in the city limits of Chehalis, who meet the required criteria for each Board, Commission or Committee. Please see below the corresponding RCW, CMC, or Resolution for appointment criteria. For more information contact city clerk at 360-345-3225)

I wish to be considered for appointment to the following board, commission, or committee:

- Sister City Committee (CMC 2.80)
- Lodging Tax Advisory Committee (Resolution 1-98)
- Historic Preservation Commission (CMC 2.66)
- Civil Service Commission CMC 2.56 and RCW 4.108-Fire, RCW 41.12-Police
- Chehalis River Basin Flood Authority
- Planning Commission (CMC 2.48)

Please print

Name Noel Sharp

Present employer WA Department of Natural Resources

Employer address 1111 Washington St SE, MS 47007 Olympia, WA 98504 Phone No. 360-902-1074

Fax No. \_\_\_\_\_ E-mail nsharp928@gmail.com

Home address 561 SE Washington Ave Chehalis, WA Home Phone No. 360-388-8813

Have you previously or are you now serving on any of the above mentioned?  Yes  No

If yes, please explain \_\_\_\_\_

Date available for appointment January 2, 2020

Available to attend Evening meetings?  Yes  No Daytime meetings?  Yes  No

Approximately how many hours each month can you devote to city business? 10 or as needed.

Brief statement of qualifications for position and reason for requesting appointment.  
I am hoping to give back to my community by offering the skills and educational background I have in planning, permitting, program management, and over six years working in public service. Thank you.

Signature Mal [Signature]

Please return completed form to: Office of the City Clerk  
350 N Market Blvd Rm 101, Chehalis WA 98532

Please indicate where you wish meeting information to be mailed and how you would like to be reminded of meetings (e.g., phone, e-mail, cell phone) e-mail.



# Application for Appointment

Date: 12/20/19

The city of Chehalis accepts applications from anyone residing in the city limits of Chehalis, who meets the required criteria for each board, commission, or committee. Please see below the corresponding RCW, CMC, or Resolution for appointment criteria. Return completed form to the Chehalis City Clerk, City Hall, 350 N. Market Boulevard, Chehalis, WA 98532. For more information contact the City Clerk at 360-345-1042.

I wish to be considered for appointment to the following board, commission, or committee:

City of Chehalis  
DEC 20 2019  
Community Development  
Commission (CMC 2.66)

- Lodging Tax Advisory Committee (Res. 1-98)
- Historic Preservation Commission
- Planning Commission (CMC 2.48)
- Other \_\_\_\_\_
- Civil Service Commission (CMC 2.56 | RCW 41.08 Fire | RCW 41.12 Police)

### PLEASE PRINT

Name: <u>Michael McCowan</u>	Home Phone:
Home Mailing Address: <u>444 SE Carlotta Ave</u>	Cell Phone: <u>360 739 5250</u>
<u>Chehalis WA 98532</u>	Email: <u>michael.r.mccowan@gmail.com</u>
Employer: <u>Self Employed Culbraithe</u>	Work Phone: <u>J</u>
Employer Address: <u>444 SE Carlotta Ave</u>	Work Cell: <u>Same</u>
<u>Chehalis WA 98532</u>	Work Email:

Have you previously or are you now serving on any of the above boards, commissions, committees?  Yes  No

If yes, please explain: \_\_\_\_\_

Date available for appointment: Immediate

Available to attend: Evening Meetings?  Yes  No Daytime Meetings?  Yes  No

Approximately how many hours each month can you devote to city business? 4 hrs

Provide a brief statement of qualifications and reason for requesting appointment: I have been involved with construction/renovation/repurposing for last 17 years so I am a local business owner, as well as property owner and have a vested interest on how the city grows

Signature [Handwritten Signature]

**CITY OF CHEHALIS COUNCIL MEETING  
AGENDA REPORT**

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

**FROM:** Jill Anderson, City Manager

**BY:** Trent Lougheed, Public Works Director  
Don Schmitt, Street/Storm Superintendent

**MEETING OF:** January 13, 2020

**SUBJECT:** Acceptance of TIB Arterial Preservation Grant in the Amount of \$707,535 for the Main Street Resurfacing Project

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**ISSUE**

The City has received funding authorization of \$707,535 from the Washington State Transportation Improvement Board (TIB) for a grind and inlay of Main Street from Market Boulevard to the BNSF railroad tracks.

**DISCUSSION**

The City submitted an application in August to the TIB Arterial Preservation Program (APP) for Main Street. The APP was established to address declining street conditions in cities, and is intended to offer critical preservation assistance, and is therefore limited to overlay projects.

In late November, we were notified that we had been successful in our pursuit of the Arterial Preservation Grant in the amount of \$707,535. The total project cost is estimated at \$786,150. The difference between the total project cost and the grant amount is a local match requirement of 10%, or \$78,615. The administration is proposing to provide funding for the local match from the Transportation Benefit District Fund.

This project will provide necessary pavement restoration for this important section of roadway. While all of Main Street is in need of pavement restoration, APP funding restraints dictate that we complete these repairs in segments. We plan to pursue funding for the remaining section in the next funding cycle.

**FISCAL IMPACT**

The local match is estimated to cost approximately \$78,615. Transportation Benefit District funds will be used for the local match.

**RECOMMENDATION**

The administration recommends the City Council authorize the City Manager to accept funding offered by TIB for improvements to Main Street in the amount of \$707,535 and authorize the expenditure of the local match required to receive the grant.

**SUGGESTED MOTION**

I move that the City Council authorize the City Manager to accept funding offered by TIB for improvements to Main Street in the amount of \$707,535 and authorize the expenditure of the local match required to receive the grant.



City of Chehalis  
3-W-193(003)-1  
FY 2021 Overlay Project  
Multiple Locations

STATE OF WASHINGTON  
TRANSPORTATION IMPROVEMENT BOARD  
AND  
City of Chehalis  
AGREEMENT

THIS GRANT AGREEMENT (hereinafter "Agreement") for the FY 2021 Overlay Project, Multiple Locations (hereinafter "Project") is entered into by the WASHINGTON STATE TRANSPORTATION IMPROVEMENT BOARD (hereinafter "TIB") and City of Chehalis, a political subdivision of the State of Washington (hereinafter "RECIPIENT").

1.0 PURPOSE

TIB hereby grants funds in the amount of \$707,535 for the project specified above, pursuant to terms contained in the RECIPIENT'S Grant Application, supporting documentation, chapter 47.26 RCW, title 479 WAC, and the terms and conditions listed below.

2.0 SCOPE AND BUDGET

The Project Scope and Budget are initially described in RECIPIENT'S Grant Application and incorporated by reference into this Agreement. Scope and Budget will be further developed and refined, but not substantially altered during the Design, Bid Authorization and Construction Phases. Any material alterations to the original Project Scope or Budget as initially described in the Grant Application must be authorized by TIB in advance by written amendment.

3.0 PROJECT DOCUMENTATION

TIB requires RECIPIENT to make reasonable progress and submit timely Project documentation as applicable throughout the Project. Upon RECIPIENT'S submission of each Project document to TIB, the terms contained in the document will be incorporated by reference into the Agreement. Required documents include, but are not limited to the following:

- a) Project Funding Status Form
- b) Bid Authorization Form with plans and engineers estimate
- c) Award Updated Cost Estimate
- d) Bid Tabulations
- e) Contract Completion Updated Cost Estimate with final summary of quantities
- f) Project Accounting History

4.0 BILLING AND PAYMENT

The local agency shall submit progress billings as project costs are incurred to enable TIB to maintain accurate budgeting and fund management. Payment requests may be submitted as often as the RECIPIENT deems necessary, but shall be submitted at least quarterly if billable



amounts are greater than \$50,000. If progress billings are not submitted, large payments may be delayed or scheduled in a payment plan.

#### 5.0 TERM OF AGREEMENT

This Agreement shall be effective upon execution by TIB and shall continue through closeout of the grant or until terminated as provided herein, but shall not exceed 10 years unless amended by the Parties.

#### 6.0 AMENDMENTS

This Agreement may be amended by mutual agreement of the Parties. Such amendments shall not be binding unless they are in writing and signed by persons authorized to bind each of the Parties.

#### 7.0 ASSIGNMENT

The RECIPIENT shall not assign or transfer its rights, benefits, or obligations under this Agreement without the prior written consent of TIB. The RECIPIENT is deemed to consent to assignment of this Agreement by TIB to a successor entity. Such consent shall not constitute a waiver of the RECIPIENT's other rights under this Agreement.

#### 8.0 GOVERNANCE & VENUE

This Agreement shall be construed and interpreted in accordance with the laws of the state of Washington and venue of any action brought hereunder shall be in the Superior Court for Thurston County.

#### 9.0 DEFAULT AND TERMINATION

##### 9.1 NON-COMPLIANCE

- a) In the event TIB determines, in its sole discretion, the RECIPIENT has failed to comply with the terms and conditions of this Agreement, TIB shall notify the RECIPIENT, in writing, of the non-compliance.
- b) In response to the notice, RECIPIENT shall provide a written response within 10 business days of receipt of TIB's notice of non-compliance, which should include either a detailed plan to correct the non-compliance, a request to amend the Project, or a denial accompanied by supporting details.
- c) TIB will provide 30 days for RECIPIENT to make reasonable progress toward compliance pursuant to its plan to correct or implement its amendment to the Project.
- d) Should RECIPIENT dispute non-compliance, TIB will investigate the dispute and may withhold further payments or prohibit the RECIPIENT from incurring additional reimbursable costs during the investigation.

##### 9.2 DEFAULT

RECIPIENT may be considered in default if TIB determines, in its sole discretion, that:





- a) RECIPIENT is not making reasonable progress toward correction and compliance.
- b) TIB denies the RECIPIENT's request to amend the Project.
- c) After investigation TIB confirms RECIPIENT'S non-compliance.

TIB reserves the right to order RECIPIENT to immediately stop work on the Project and TIB may stop Project payments until the requested corrections have been made or the Agreement has been terminated.

### 9.3 TERMINATION

- a) In the event of default by the RECIPIENT as determined pursuant to Section 9.2, TIB shall serve RECIPIENT with a written notice of termination of this Agreement, which shall be served in person, by email or by certified letter. Upon service of notice of termination, the RECIPIENT shall immediately stop work and/or take such action as may be directed by TIB.
- b) In the event of default and/or termination by either PARTY, the RECIPIENT may be liable for damages as authorized by law including, but not limited to, repayment of grant funds.
- c) The rights and remedies of TIB provided in the AGREEMENT are not exclusive and are in addition to any other rights and remedies provided by law.

### 9.4 TERMINATION FOR NECESSITY

TIB may, with ten (10) days written notice, terminate this Agreement, in whole or in part, because funds are no longer available for the purpose of meeting TIB's obligations. If this Agreement is so terminated, TIB shall be liable only for payment required under this Agreement for performance rendered or costs incurred prior to the effective date of termination.

## 10.0 USE OF TIB GRANT FUNDS

TIB grant funds come from Motor Vehicle Fuel Tax revenue. Any use of these funds for anything other than highway or roadway system improvements is prohibited and shall subject the RECIPIENT to the terms, conditions and remedies set forth in Section 9. If Right of Way is purchased using TIB funds, and some or all of the Right of Way is subsequently sold, proceeds from the sale must be deposited into the RECIPIENT's motor vehicle fund and used for a motor vehicle purpose.

## 11.0 INCREASE OR DECREASE IN TIB GRANT FUNDS

At Bid Award and Contract Completion, RECIPIENT may request an increase in the TIB funds for the specific project. Requests must be made in writing and will be considered by TIB and awarded at the sole discretion of TIB. All increase requests must be made pursuant to WAC 479-05-202 and/or WAC 479-01-060. If an increase is denied, the recipient shall be liable for costs incurred in excess of the grant amount. In the event that final costs related to the specific project are less than the initial grant award, TIB funds will be decreased and/or refunded to TIB in a manner that maintains the original ratio between TIB funds and total project costs.



## 12.0 INDEPENDENT CAPACITY

The RECIPIENT shall be deemed an independent contractor for all purposes and the employees of the RECIPIENT or any of its contractors, subcontractors, and employees thereof shall not in any manner be deemed employees of TIB.

## 13.0 INDEMNIFICATION AND HOLD HARMLESS

The PARTIES agree to the following:

Each of the PARTIES, shall protect, defend, indemnify, and save harmless the other PARTY, its officers, officials, employees, and agents, while acting within the scope of their employment as such, from any and all costs, claims, judgment, and/or awards of damages, arising out of, or in any way resulting from, that PARTY's own negligent acts or omissions which may arise in connection with its performance under this Agreement. No PARTY will be required to indemnify, defend, or save harmless the other PARTY if the claim, suit, or action for injuries, death, or damages is caused by the sole negligence of the other PARTY. Where such claims, suits, or actions result from the concurrent negligence of the PARTIES, the indemnity provisions provided herein shall be valid and enforceable only to the extent of a PARTY's own negligence. Each of the PARTIES agrees that its obligations under this subparagraph extend to any claim, demand and/or cause of action brought by, or on behalf of, any of its employees or agents. For this purpose, each of the PARTIES, by mutual negotiation, hereby waives, with respect to the other PARTY only, any immunity that would otherwise be available to it against such claims under the Industrial Insurance provision of Title 51 RCW. In any action to enforce the provisions of the Section, the prevailing PARTY shall be entitled to recover its reasonable attorney's fees and costs incurred from the other PARTY. The obligations of this Section shall survive termination of this Agreement.

## 14.0 DISPUTE RESOLUTION

- a) The PARTIES shall make good faith efforts to quickly and collaboratively resolve any dispute arising under or in connection with this AGREEMENT. The dispute resolution process outlined in this Section applies to disputes arising under or in connection with the terms of this AGREEMENT.
- b) Informal Resolution. The PARTIES shall use their best efforts to resolve disputes promptly and at the lowest organizational level.
- c) In the event that the PARTIES are unable to resolve the dispute, the PARTIES shall submit the matter to non-binding mediation facilitated by a mutually agreed upon mediator. The PARTIES shall share equally in the cost of the mediator.
- d) Each PARTY agrees to compromise to the fullest extent possible in resolving the dispute in order to avoid delays or additional incurred cost to the Project.
- e) The PARTIES agree that they shall have no right to seek relief in a court of law until and unless the Dispute Resolution process has been exhausted.



15.0 ENTIRE AGREEMENT

This Agreement, together with the RECIPIENT'S Grant Application, the provisions of chapter 47.26 Revised Code of Washington, the provisions of title 479 Washington Administrative Code, and TIB Policies, constitutes the entire agreement between the PARTIES and supersedes all previous written or oral agreements between the PARTIES.

16.0 RECORDS MAINTENANCE

The RECIPIENT shall maintain books, records, documents, data and other evidence relating to this Agreement and performance of the services described herein, including but not limited to accounting procedures and practices which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Agreement. RECIPIENT shall retain such records for a period of six years following the date of final payment. At no additional cost, these records, including materials generated under the Agreement shall be subject at all reasonable times to inspection, review or audit by TIB personnel duly authorized by TIB, the Office of the State Auditor, and federal and state officials so authorized by law, regulation or agreement.

If any litigation, claim or audit is started before the expiration of the six (6) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.

Approved as to Form  
Attorney General

By:

Signature on file

\_\_\_\_\_  
Guy Bowman  
Assistant Attorney General

Lead Agency

Transportation Improvement Board

\_\_\_\_\_  
Chief Executive Officer                      Date

\_\_\_\_\_  
Executive Director                                      Date

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Name

**CHEHALIS CITY COUNCIL MEETING  
AGENDA REPORT**

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

**FROM:** Jill Anderson, City Manager

**BY:** Trent Lougheed, Public Works Director/City Engineer  
Don Schmitt, Street/Storm Superintendent

**MEETING OF:** January 13, 2020

**SUBJECT:** Engineering Services Agreement with Gibbs and Olson in an Amount Not to Exceed \$90,000 for Design and Bidding the Main Street Resurfacing Project

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**ISSUE**

An engineering services agreement with Gibbs and Olson for the Main Street Resurfacing Project is being presented for City Council's review and consideration.

**DISCUSSION**

Gibbs and Olson has been selected to provide the engineering (design and bid call) services for the Main Street Resurfacing Project. A contract is being presented which will provide survey and design, and all tasks necessary to provide bid documents and taking the project through bid award. The contract can later be supplemented to provide construction management for the project.

**FISCAL IMPACT**

The proposed cost for the engineering services agreement is \$90,000 and will not be exceeded without permission from the city. The city received Transportation Improvement Board (TIB) funds for this project, and the preliminary engineering costs are qualifying expenses. The total project is expected to cost \$786,150, with the local 10% match totaling \$78,615.

It is proposed that TBD funds be used for the local match, which is \$9,000 with the remaining \$81,000 reimbursable from the TIB grant.

**RECOMMENDATION**

It is recommended that the City Council approve the engineering services agreement with Gibbs and Olson for an amount not to exceed \$90,000 for design and bidding of the Main Street Resurfacing Project.

**SUGGESTED MOTION**

I move that the City Council approve the engineering services agreement with Gibbs and Olson for an amount not to exceed \$90,000 for design and bidding of the Main Street Resurfacing Project.



# Transportation Improvement Board (TIB) Consultant Agreement

TIB PROJECT NUMBER 3-W-193(003)-1		PROJECT PHASE (check one) <input checked="" type="checkbox"/> Design <input type="checkbox"/> Construction	
PROJECT TITLE & WORK DESCRIPTION Main Street Improvements: The Agency proposes to grind, overlay and restripe 1,800 linear feet of paved roadway on Main Street between Market Avenue and the railroad tracks and to replace existing ADA ramps to meet current ADA design standards.			
CONSULTANT NAME & ADDRESS GIBBS & OLSON, INC. 1157 3RD AVENUE, SUITE 219 LONGVIEW, WA 98632			
<b>AGREEMENT TYPE (check one)</b>			
<input type="checkbox"/> LUMP SUM \$ _____			
<input checked="" type="checkbox"/> COST PLUS FIXED FEE		OVERHEAD PROGRESS PAYMENT RATE <u>157.45%</u>	
OVERHEAD COST METHOD		<input type="checkbox"/> Actual Cost	
		<input type="checkbox"/> Actual Cost Not To Exceed _____ %	
		<input checked="" type="checkbox"/> Fixed Rate <u>157.45%</u>	
FIXED FEE <u>\$9,177.45</u>		<input type="checkbox"/> Negotiated Hourly Rate	
		<input type="checkbox"/> Provisional Hourly Rate	
<input type="checkbox"/> SPECIFIC RATES OF PAY			
<input type="checkbox"/> COST PER UNIT WORK			
DBE PARTICIPATION <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No _____ %		WBE PARTICIPATION <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No _____ %	
COMPLETION DATE December 2020		MAXIMUM AMOUNT PAYABLE \$90,000	

THIS AGREEMENT, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2020, between the **City of Chehalis**, Washington, hereinafter called the AGENCY, and the above organization hereinafter called the CONSULTANT. The Transportation Improvement Board hereinafter called the TIB, administers the following accounts: Urban Arterial Trust Account funds, Transportation Improvement Account funds, Small City Account funds, and City Hardship Assistance Account funds.

WITNESSETH THAT:

WHEREAS, the AGENCY desires to accomplish the above referenced project, with the aid of TIB funds in conformance with the rules and regulations promulgated by the TIB; and

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

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

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

**I  
GENERAL DESCRIPTION OF WORK**

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

**II  
SCOPE OF WORK**

The Scope of Work and project level of effort for this project is detailed in Exhibit B attached hereto, and by this reference made a part of this AGREEMENT.



**III  
GENERAL REQUIREMENTS**

All aspects of coordination of the work of this AGREEMENT, with outside agencies, groups or individuals shall receive advance approval by the AGENCY. Necessary contacts and meetings with agencies, groups or individuals shall be coordinated through the AGENCY.

The CONSULTANT shall attend coordination, progress and presentation meetings with the AGENCY or such Federal, Community, State, City or County officials, groups or individuals as may be requested by the AGENCY. The AGENCY will provide the CONSULTANT sufficient notice prior to meetings requiring CONSULTANT participation. The minimum number of hours or days notice required shall be agreed to between the AGENCY and the CONSULTANT and shown in Exhibit B attached hereto and made part of this AGREEMENT. The CONSULTANT shall prepare a monthly progress report, in a form approved by the AGENCY, that will outline in written and graphical form the various phases and the order of performance of the work in sufficient detail so that the progress of the work can easily be evaluated. Goals for Disadvantaged Business Enterprises (DBE), Minority Business Enterprises (MBE), and Women-owned Business Enterprises (WBE) if required shall be shown in the heading of this Agreement.

The original copies of all reports, PS&E, and other data furnished to the CONSULTANT by the AGENCY shall be returned. All designs, drawings, specifications, documents, and other work products prepared by the CONSULTANT prior to completion or termination of this AGREEMENT are instruments of service for the PROJECT and are property of the AGENCY. Reuse by the AGENCY or by others acting through or on behalf of the AGENCY of any such instruments of service, not occurring as a part of this PROJECT, shall be without liability of legal exposure to the CONSULTANT.

**IV  
TIME FOR BEGINNING AND COMPLETION**

The CONSULTANT shall not begin any work under the terms of this AGREEMENT until authorized in writing by the AGENCY. All work under this AGREEMENT shall be completed by the date shown in the heading of this AGREEMENT under completion date.

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

**V  
PAYMENT**

The CONSULTANT shall be paid by the AGENCY for completed work and services rendered under this AGREEMENT as provided in Exhibit C attached hereto, and by this reference made part of this AGREEMENT. Such payment shall be full compensation for work performed or services rendered and for all labor, materials, supplies, equipment, and incidentals necessary to complete the work specified in Section II, Scope of Work.

**VI  
SUBCONTRACTING**

The AGENCY permits subcontracts for those items of work as shown in Exhibit G to this Agreement. Compensation for this subconsultant work shall be based on the cost factors shown on Exhibit G, attached hereto and by this reference made a part of this AGREEMENT.

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

All reimbursable direct labor, overhead, direct non-salary costs and fixed fee costs for the subconsultant shall be substantiated in the same manner as outlined in Section V. All subcontracts exceeding \$10,000 in cost shall contain all applicable provisions of this AGREEMENT.

The CONSULTANT shall not subcontract for the performance of any work under this AGREEMENT without prior written permission of the AGENCY. No permission for subcontracting shall create, between the AGENCY and subcontractor, any contract or any other relationship.

**VII  
EMPLOYMENT**

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

Any and all employees of the CONSULTANT or other persons while engaged in the performance of any work or services required of the CONSULTANT under this AGREEMENT, shall be considered employees of the CONSULTANT only and not of the AGENCY, and any and all claims that may or might arise under any Worker's Compensation Act on behalf of said employees or other persons while so engaged, and any and all claims made by a third party as a consequence of any act or omission on the part of the CONSULTANT's employees or other persons while so engaged on any of the work or services provided to be rendered herein, shall be the sole obligation and responsibility of the CONSULTANT.

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

**VIII  
NONDISCRIMINATION**

The CONSULTANT agrees not to discriminate against any client, employee or applicant for employment or for services because of race, creed, color, national origin, marital status, sex, age or handicap except for a bona fide occupational qualification with regard to, but not limited to the following: employment upgrading, demotion or transfer, recruitment or any recruitment advertising, layoffs or terminations, rates of pay or other forms of compensation, selection for training, rendition of services. The CONSULTANT understands and agrees that if it violates this provision, this AGREEMENT may be terminated by the AGENCY and further that the CONSULTANT shall be barred from performing any services for the AGENCY now or in the future unless a showing is made satisfactory to the AGENCY that discriminatory practices have terminated and that recurrence of such action is unlikely.

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

- A. COMPLIANCE WITH REGULATIONS: The CONSULTANT shall comply with the Regulations relative to nondiscrimination in the same manner as in



Federally-assisted programs of the Department of Transportation, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this AGREEMENT.

Executive Orders numbered E.O.70-01 and E.O.66-03 of the Governor of the State of Washington.

**IX  
 TERMINATION OF AGREEMENT**

- B. **NONDISCRIMINATION:** The CONSULTANT, with regard to the work performed by it during the AGREEMENT, shall not discriminate on the grounds of race, creed, color, sex, age, marital status, national origin or handicap except for a bona fide occupational qualification in the selection and retention of subconsultants, including procurements of materials and leases of equipment. The CONSULTANT shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix II of the Regulations.
- C. **SOLICITATIONS FOR SUBCONSULTANTS, INCLUDING PROCUREMENTS OF MATERIALS AND EQUIPMENT:** In all solicitations either by competitive bidding or negotiation made by the CONSULTANT for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subconsultant or supplier shall be notified by the CONSULTANT of the CONSULTANTs obligations under this AGREEMENT and the Regulations relative to nondiscrimination on the grounds of race, creed, color, sex, age, marital status, national origin and handicap.
- D. **INFORMATION AND REPORTS:** The CONSULTANT shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the AGENCY or TIB to be pertinent to ascertain compliance with such Regulations or directives. Where any information required of the CONSULTANT is in the exclusive possession of another who fails or refuses to furnish this information the CONSULTANT shall so certify to the AGENCY, or the TIB as appropriate, and shall set forth what efforts it has made to obtain the information.
- E. **SANCTIONS FOR NONCOMPLIANCE:** In the event of the CONSULTANTs noncompliance with the nondiscrimination provisions of this AGREEMENT, the AGENCY shall impose such sanctions as it or the Transportation Improvement Board may determine to be appropriate, including, but not limited to:
  - 1. Withholding of payments to the CONSULTANT under the AGREEMENT until the CONSULTANT complies, and/or
  - 2. Cancellation, termination or suspension of the AGREEMENT, in whole or in part.
- F. **INCORPORATION OF PROVISIONS:** The CONSULTANT shall include the provisions of paragraphs (A) through (G) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The CONSULTANT shall take such action with respect to any subconsultant or procurement as the AGENCY or the Transportation Improvement Board may direct as a means of enforcing such provisions including sanctions for noncompliance; provided, however, that, in the event a CONSULTANT becomes involved in, or is threatened with, litigation with a subconsultant or supplier as a result of such direction, the CONSULTANT may request the AGENCY to enter into such litigation to protect the interests of the AGENCY, and in addition, the CONSULTANT may request the TIB to enter into such litigation to protect the interests of the TIB.
- G. **UNFAIR EMPLOYMENT PRACTICES:** The CONSULTANT shall comply with RCW 49.60.180 prohibiting unfair employment practices and the

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

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

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

In the event the services of the CONSULTANT are terminated by the AGENCY for fault on the part of the CONSULTANT, the above formula for payment shall not apply. In such an event, the amount to be paid shall be determined by the AGENCY with consideration given to the actual costs incurred by the CONSULTANT in performing the work to the date of termination, the amount of work originally required which was satisfactorily completed to date of termination, whether that work is in a form or a type which is usable to the AGENCY at the time of termination; the cost to the AGENCY of employing another firm to complete the work required and the time which maybe required to do so, and other factors which affect the value to the AGENCY of the work performed at the time of termination. Under no circumstances shall payment made under this subsection exceed the amount which would have been made using the formula set forth in the previous paragraph.

If it is determined for any reason that the CONSULTANT was not in default or that the CONSULTANTs failure to perform is without it or its employees fault or negligence, the termination shall be deemed to be a termination for the convenience of the AGENCY in accordance with the provision of this AGREEMENT.

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

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

In the event this AGREEMENT is terminated prior to completion, the original copies of all reports and other data, PS&E materials furnished to the CONSULTANT by the AGENCY and documents prepared by the CONSULTANT prior to said termination, shall become and remain the property of the AGENCY and may be used by it without restriction. Such unrestricted use, not occurring as a part of this PROJECT, shall be without liability or legal exposure to the CONSULTANT.

Payment for any part of the work by the AGENCY shall not constitute a waiver by the AGENCY of any remedies of any type it may have against the CONSULTANT





for any breach of this AGREEMENT by the CONSULTANT, or for failure of the CONSULTANT to perform work required of it by the AGENCY. Forbearance of any rights under the AGREEMENT will not constitute waiver of entitlement to exercise those rights with respect to any future act or omission by the CONSULTANT.

**X  
CHANGES OF WORK**

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

**XI  
DISPUTES**

Any dispute concerning questions of fact in connection with the work not disposed of by AGREEMENT between the CONSULTANT and the AGENCY shall be referred for determination to the Director of Public Works or AGENCY Engineer, whose decision in the matter shall be final and binding on the parties of this AGREEMENT, provided however, that if an action is brought challenging the Director of Public Works or AGENCY Engineer's decision, that decision shall be subject to the scope of judicial review provided under Washington Case Law.

**XII  
VENUE, APPLICABLE LAW AND  
PERSONAL JURISDICTION**

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

**XIII  
LEGAL RELATIONS AND INSURANCE**

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

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

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

The CONSULTANT specifically assumes potential liability for actions brought by the CONSULTANT's own employees against the AGENCY and, solely for the purpose of this indemnification and defense, the CONSULTANT specifically waives any immunity under the state industrial insurance law, Title 51 RCW. The CONSULTANT recognizes that this waiver was specifically entered into pursuant to the provisions of RCW 4.24.115 and was the subject of mutual negotiation.

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

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

**Insurance Coverage**

A. Worker's compensation and employer's liability insurance as required by the STATE.

B. General commercial liability insurance in an amount not less than a single limit of one million and 00/100 Dollars (\$1,000,000.00) for bodily injury, including death and property damage per occurrence.

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

All insurance shall be obtained from an insurance company authorized to do business in the State of Washington. The CONSULTANT shall submit a verification of insurance as outlined above within 14 days of the execution of this AGREEMENT to the AGENCY. No cancellation of the foregoing policies shall be effective without thirty (30) days prior notice to the AGENCY.

The CONSULTANT's professional liability to the AGENCY shall be limited to the amount payable under this AGREEMENT or one million dollars, whichever is the greater unless modified by Exhibit H. In no case shall the CONSULTANT's professional liability to third parties be limited in any way.

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

**XIV  
EXTRA WORK**

A. The AGENCY may at any time, by written order, make changes within the general scope of the AGREEMENT in the services to be performed.



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

**XV  
ENDORSEMENT OF PLANS**

The CONSULTANT shall place his endorsement on all plans, estimates or any other engineering data furnished by him.

**XVI  
TIB AND AGENCY REVIEW**

The AGENCY and TIB shall have the right to participate in the review or examination of the work in progress.

**XVII  
CERTIFICATION OF THE  
CONSULTANT AND THE AGENCY**

Attached hereto as Exhibit A-1, are the Certifications of the Consultant and the Agency.

**XVIII  
COMPLETE AGREEMENT**

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

**XIX  
EXECUTION AND ACCEPTANCE**

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

In witness whereof the parties hereto have executed this AGREEMENT as of the day and year first above written.

By Richard A. Gushman  
Richard A. Gushman, President

By \_\_\_\_\_

Consultant Gibbs & Olson, Inc.

City of Chehalis

## EXHIBIT A-1 Certification of Consultant

Project No. 3-W-193(003)-1	City of Chehalis
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I hereby certify that I am **Richard Gushman, President**, a duly authorized representative of the firm of **Gibbs & Olson, Inc.** whose address is **1157 3<sup>rd</sup> Avenue, Suite 219, Longview, WA 98632** and that neither I nor the above firm I here represent has:

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

I further certify that the firm I hereby represent is authorized to do business in the State of Washington and that the firm is in full compliance with requirements of the Board of Professional Registration.

I acknowledge that this certificate is to be available to the Transportation Improvement Board (TIB), in connection with this contract involving participation of TIB funds and is subject to applicable State and Federal laws, both criminal and civil.

January 6, 2020  
 \_\_\_\_\_  
*Date*

  
 \_\_\_\_\_  
*Signature*

### Certification of Agency Official

I hereby certify that I am the AGENCY Official of the **City of Chehalis**, Washington and that the above consulting firm or his/her representative has not been required, directly or indirectly as an express or implied condition in connection with obtaining or carrying out this contract to:

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

I acknowledge that this certificate is to be available to the TIB, in connection with this contract involving participation of TIB funds and is subject to applicable State and Federal laws, both criminal and civil.

\_\_\_\_\_  
*Date*

\_\_\_\_\_  
*Signature*

**EXHIBIT B-1  
SCOPE OF WORK  
CITY OF CHEHALIS  
MAIN STREET IMPROVEMENTS PROJECT  
TIB PROJECT NUMBER 3-W-193(003)-1**

**PROJECT DESCRIPTION**

The Client proposes to grind and overlay 1,800 linear feet of 46 foot wide paved roadway on Main Street from the Burlington Northern Santa Fe (BNSF) Railway crossing east to Market Boulevard. The project will include performing a 2-inch grind and overlay of the existing roadway, reinstallation of traffic signal detection, pedestrian actuated crossings and replacement of ADA ramps to current requirements. The existing storm drainage will be retained. Existing curb, gutter, sidewalk and street lights will remain. Where power poles are in conflict with the proposed improvements, coordination with Lewis County PUD will take place for relocation of the poles. ADA curb ramps returns will be designed to be ADA compliant. Engineer understands that all work will occur within existing street right-of-way owned by the Client.

The project is part of the Client's currently adopted 6-year Transportation Improvement Plan and is being constructed to serve existing development.

**ASSUMPTIONS**

The following assumptions were utilized by Engineer in developing the scope of work and estimated budget:

- No structural engineering, foundation design, landscaping design, street lighting design, traffic signalization or offsite roadway design or striping is included in the scope of work.
- A Cultural Resource Survey is not required to be completed for the project.
- A geotechnical evaluation will not be performed.
- No permit applications, including a Department of Ecology Construction Stormwater Permit or Stormwater Pollution Prevention Plan (SWPPP), or fees are included in the scope of work and budget.
- Improvements to the City's water main or sanitary sewer will not be required and are not included in the scope of work and budget.
- Streetlighting is not included in the scope of work.
- The project is redevelopment and is exempt from stormwater detention and water quality, which is not included in the scope of work and budget.
- The project is funded through a TIB Arterial Pavement Preservation grant.
- A Chehalis Flood Authority Flood Plain Construction Permit is required and will be completed by the Engineer and provided to the Client for submittal to the Flood Authority.

## SCOPE OF WORK

### **Task 1 - Survey**

Engineer will perform a topographic survey of the project site from Market Street to the railroad tracks. Existing water, sanitary sewer, stormwater, electric, natural gas, telephone, cable and fiber optic utilities will be included in the topographic survey. Rim and all pipe invert elevations will be obtained at each manhole and catchbasin. Existing pipe diameter and pipe type will be identified for comparison to the Client's existing utility information.

Engineer will mark the limits of utility locates and will call for utility locates prior to performing the topographic survey.

Existing roadway monumentation within the project limits will be identified and sufficient information obtained to allow monuments to be reset at the end of construction. Engineer will complete and file Department of Natural Resource documentation prior to the monuments being removed and after the monuments have been reset. Engineer will also set up to three survey reference points along the project site that will be suitable for use as benchmarks for construction surveying.

Engineer will utilize the topographic survey to prepare an AutoCAD base map of existing conditions for the project. Engineer will also

### **Task 2 - Prepare 50% Design Documents**

Under this task the Engineer will:

- a) Research, evaluate and identify preliminary design criteria that will serve as the development strategy and standards for the design;
- b) Review previous Main Street design drawings to evaluate existing conditions and previous design information;
- c) Prepare 50% complete design drawings to show the general scope, extent and character of the construction work to be performed by a contractor. It is anticipated that construction requirements for the project can be shown on approximately 21 drawing sheets (measuring 22" x 34") consisting of:
  - Cover sheet;
  - Notes, Survey Control, Legend and Abbreviation sheet;
  - Site Preparation and Temporary Erosion and Sediment Control Sheets (3);
  - Roadway Plan and Profile Sheets (3);
  - Intersection Plan Sheets (6);
  - Channelization and Signing Sheets (3);
  - Detail sheets (4).
- d) Prepare a Chehalis Flood Authority Flood Plain Construction Permit for submittal by Client.
- e) Attend meeting at Client office to review preliminary drawings before proceeding to final design;
- f) Coordinate with Client as appropriate.
- g) Provide Preliminary Design Phase Deliverables as follows:

1. Monthly progress report;
2. Monthly schedule update;
3. Meeting notes from project meetings;

### **Task 3 - Prepare Final Design Documents**

Under this task the Engineer will:

- a) Prepare final drawings to show the general scope, extent and character of the construction work to be by a contractor. The anticipated list of drawings is as listed under Task 2 above.
- b) Prepare the construction contract documents including technical specifications which will be prepared in conformance with Client standards and the latest version of the WSDOT Standard Specifications and Special Provisions. It is anticipated the contract documents and specifications will be comprised of approximately 300 pages (8-1/2" x 11");
- c) It is anticipated that two progress meetings with the Client will occur to review and discuss various aspects of the project as the work proceeds;
- d) Prepare for review and approval by Client, its legal counsel and other advisors contract agreement forms, general conditions and supplementary conditions, and bid forms, invitations to bid and instructions to bidders, and assist in the preparation of other related documents;
- e) Provide technical criteria, written descriptions and data for Client's use in filing applications for permits with or obtaining approvals of such governmental authorities as have jurisdiction to approve the design of the Project and assist Client in consultations with appropriate authorities;
- f) Advise Client of any adjustments to the latest opinion of probable Total Project Costs caused by change in general scope extent or character or design requirements of the Project or Construction Costs. Furnish to Client a final opinion of probable Total Project Costs based on the completed design documents;
- h) Design Phase Engineering Deliverables include the following:
  1. Monthly progress reports;
  2. Meeting notes from project meetings;
  3. 50% complete Drawings and opinions of construction cost;
  4. 90% complete Drawings and Specifications and opinions of construction cost;
  5. Final (100% complete) Drawings and Specifications;
  6. Drawings, specifications and opinions of cost will be provided to Client in .pdf format.

### **Task 4 - Project Administration**

Engineer will provide project administration consisting of the following:

- a) Prepare monthly narrative progress reports and submit to the Client;
- b) Conduct general correspondence with Client during design to ensure project issues are communicated and to request input from Client as appropriate.

### **Task 5 - Bid Ad and Award**

Engineer will perform the following work under this task:

- a) Assist Client in advertising the project for construction bids;
- b) Receive questions from prospective bidders and prepare appropriate responses;
- c) Issue an addendum, if required, to identify, clarify, amend or expand the Bidding Documents;
- d) Attend bid opening;
- e) Review the bids received, verify low bidder's state licensing, check references for low bidder, and prepare a letter to Client consisting of the bid tabulation and the Engineer's recommendation regarding award of a construction contract.

Responses to bidder questions, the addendum, and the Engineer's letter of recommendation of award will be provided to the Client in pdf format.

**CONSTRUCTION PHASE ENGINEERING SERVICES**

Construction Phase Services are not included in this Agreement. Construction Phase Services may be added by Client and Engineer by amendment at a future date.

**SCHEDULE**

The preliminary schedule for this project is presented below. The schedule shows starting work on January 14, 2020. Any delay to the starting date will result in a day for day adjustment to the listed schedule milestones.

Field Survey & Base Map Preparation	by February 7, 2020
Prepare 50% Design Documents	by March 31, 2020
Prepare 100% Design Documents	by April 30, 2020
Bid Advertisement	by May 20, 2020
Bid Opening	by June 3, 2020

## EXHIBIT C-2 Payment (Cost Plus Fixed Fee)

The CONSULTANT shall be paid by the AGENCY for completed work and services rendered under this AGREEMENT as provided hereinafter. Such payment shall be full compensation for all work performed or services rendered and for all labor, materials, equipment, and incidentals necessary to complete the work specified in Section II, "Scope of Work."

### A. Actual Costs

Payment for all consulting services for this project shall be on the basis of the CONSULTANTs actual cost plus a fixed fee. The actual cost shall include direct salary cost, overhead, and direct nonsalary cost.

#### 1. Direct Salary Costs

The direct salary cost is the direct salary paid to principals, professional, technical, and clerical personnel for the time they are productively engaged in work necessary to fulfill the terms of this AGREEMENT.

#### 2. Overhead Costs

Overhead costs are those costs other than direct costs which are included as such on the books of the CONSULTANT in the normal everyday keeping of its books. Progress payments shall be made at the rate shown in the heading of this AGREEMENT, under "Overhead Progress Payment Rate." Total overhead payment shall be based on the method shown in the heading of the AGREEMENT. The three options are explained as follows:

- a. **Actual Cost:** If this method is indicated in the heading of the AGREEMENT, the AGENCY agrees to reimburse the CONSULTANT the actual overhead costs verified by audit, up to maximum amount payable, authorized under this AGREEMENT, when accumulated with all other actual costs.
- b. **Actual Cost Not To Exceed Maximum Percent:** If this method is indicated in the heading of this AGREEMENT, the AGENCY agrees to reimburse the CONSULTANT at the actual overhead rate verified by audit up to the maximum percentage shown in the space provided. Final overhead payment when accumulated with all other actual costs shall not exceed the total maximum amount payable shown in the heading of this AGREEMENT.
- c. **Fixed Rate:** If this method is indicated in the heading of the AGREEMENT, the AGENCY agrees to reimburse the CONSULTANT for overhead at the percentage rate shown. This rate shall not change during the life of the AGREEMENT.

A summary of the CONSULTANTs cost estimate and the overhead computation are attached hereto as Exhibits D and E and by this reference made part of this AGREEMENT. When an actual cost overhead rate or actual cost not to exceed overhead rate is used, the actual overhead rate determined at the end of each fiscal year shall be used for the computation of progress payments during the following year and for retroactively adjusting the previous year's overhead cost to reflect the actual rate.

The CONSULTANT shall advise the AGENCY as soon as possible of the actual overhead rate for each fiscal year and of the actual rate incurred to the date of completion of the work. The AGENCY and/or TIB may perform an audit of the CONSULTANT's books and records at any time during regular business hours to determine the actual overhead rate, if they so desire.

#### 3. Direct Nonsalary Cost

Direct nonsalary costs will be reimbursed at the actual cost to the CONSULTANT applicable to this contract. These charges may include, but are not limited to the following items: travel, printing, long distance telephone, supplies, computer charges, and fees of subconsultants. Air or train travel will only be reimbursed to economy class levels unless otherwise approved by the AGENCY. The billing for nonsalary cost, directly identifiable with the Project, shall be an itemized listing of the charges supported by original bills or legible copies of invoices, expense accounts, and miscellaneous supporting data retained by the CONSULTANT. Copies of the original supporting documents shall be provided to the AGENCY upon request. All of the above charges must be necessary for services to be provided under this AGREEMENT.

#### 4. Fixed Fee

The fixed fee, which represents the CONSULTANT's profit, is shown in the heading of this AGREEMENT under Fixed Fee. This fee is based on the scope of work defined in this AGREEMENT and the estimated man-months required to perform the stated scope of work. In the event a supplemental agreement is entered into for additional work by the CONSULTANT, the supplemental agreement may include provision for the added costs and appropriate additional fee. The fixed fee will be prorated and paid monthly in proportion to the percentage of work completed by the CONSULTANT and reported in the monthly progress reports accompanying the invoices.





Any portion of the fixed fee earned by not previously paid in the progress payments will be cover in the final payment, subject to the provisions of Section IX, Termination of Agreement.

**5. Maximum Total Amount Payable**

The maximum total amount payable, by the AGENCY to the CONSULTANT under this AGREEMENT, shall not exceed the amount shown in the heading of this AGREEMENT as maximum amount payable, which includes the Fixed Fee, unless a supplemental agreement has been negotiated and executed by the AGENCY prior to incurring any costs in excess of the maximum amount payable.

**B. Monthly Progress Payments**

The CONSULTANT may submit invoices to the AGENCY for reimbursement of actual costs plus the calculated overhead and fee not more often than once per month during the progress of the work. Such invoices shall be in a format approved by the AGENCY and accompanied by the monthly progress reports required under Section III, General Requirements, of the AGREEMENT. The invoices will be supported by itemized listing and support document for each item including direct salary, direct nonsalary, and allowable overhead costs to which will be added the prorated Fixed Fee.

**C. Final Payment**

Final Payment of any balance due the CONSULTANT of the gross amount earned will be made promptly upon its verification by the AGENCY after the completion of the work under this AGREEMENT, contingent upon receipt of all PS&E, plans, maps, notes, reports, and other related documents which are required to be furnished under this AGREEMENT. Acceptance of such final payment by the CONSULTANT shall constitute a release of all claims of any nature which the CONSULTANT may have against the AGENCY unless such claims are specifically reserved in writing and transmitted to the AGENCY by the CONSULTANT prior to its acceptance. Said final payment shall not, however, be a bar to any claims that the AGENCY may have against the CONSULTANT or to any remedies the AGENCY may pursue with respect to such claims that the AGENCY may have against the CONSULTANT or to any remedies the AGENCY may pursue with respect to such claims.

**D. Inspection of Cost Records**

The CONSULTANT and his subconsultants shall keep available for inspection by representatives of the AGENCY and/or TIB, for a period of three years after final payment, the cost records and accounts pertaining to this AGREEMENT. If any litigation, claim, or audit arising out of, in connection with, or related to this contract is initiated before the expiration of the three-year period, the cost records and accounts shall be retained until such litigation, claim, or audit involving the records is completed.



**EXHIBIT D-1**  
**Consultant Fee Determination Summary Sheet**  
(Lump Sum, Cost Plus Fixed Fee, Cost per Unit of Work)

Prepared by: Gibbs & Olson, Inc.				Date January 3, 2020	
Project: Marcy Avenue and Church Street Improvements					
<b>Direct Salary Cost (DSC)</b>					
Classification	Man Hours		Rate		Cost
Principal	22	x	\$66.75	=	\$1468.50
Engineer V	120	x	\$49.00	=	\$5,880.00
Engineer III	182	x	\$38.75	=	\$7,052.50
Engineer II	276	x	\$29.00	=	\$8,004.00
Design Tech II	162	x	\$28.50	=	\$4,617.00
Prof. Land Surveyor	16	x	\$37.25	=	\$990.00
2 Man Survey Crew	24	x	\$63.25	=	\$1,5181.00
Sr. Tech III	14	x	\$33.25	=	\$598.00
Word Processor	44	x	\$22.50	=	\$465.50
<b>TOTAL DSC</b>					<b>\$30,591.50</b>
<b>OVERHEAD (OH Cost including Salary Additives)</b>					
OH Rate x DSC or <u>157.45 %</u> x <u>\$30,591.50</u>					<b>\$48,166.32</b>
<b>FIXED FEE (FF)</b>					
FF Rate x DSC or <u>30 %</u> x <u>\$30,591.50</u>					<b>\$9,177.45</b>
<b>REIMBURSABLES</b>					
GPS Survey Equipment – 2 Units X \$35/Hr/Unit X 18 Hours					\$1,260.00
Mileage – 626 miles X \$0.575/mile					\$ 360.00
Reproduction					\$ 444.73
<b>SUBCONSULTANT COST (See Exhibit G)</b>					<b>\$0.00</b>
<b>GRAND TOTAL</b>					<b>\$90,000.00</b>

Exhibit E-1  
Gibbs & Olson, Inc.  
Indirect Cost Rate Schedule  
For the Year Ended December 31, 2018

Description	Amount
<b>Direct Labor Base</b>	<b>\$829,850</b>
<b>Indirect Costs:</b>	
<b>Fringe Benefits:</b>	
Paid Time Off	\$97,021
Holiday	\$39,000
Payroll Taxes	\$114,692
Retirement	\$37,811
Trust Expenses	\$21
Group Insurance	\$136,657
Bonuses	\$17,750
<b>Total Fringe Benefits</b>	<b>\$442,952</b>
<b>General Overhead Expenses:</b>	
Salaries (Administrative)	\$85,930
Salaries (Office)	\$224,083
Salaries (Ind Overtime premium)	\$8,584
Salaries (Bid & Proposal Admin)	\$40,175
Salaries (Bid & Proposal Office)	\$26,481
Salaries (CL Dev-Direct Selling)	\$38,860
Salaries (Marketing/PR)	\$28,903
Salaries (Unallowable)	\$906
Other Benefits	\$5,178
Office Supplies	\$3,470
Repairs & Maintenance	\$8,174
Office Rent	\$98,850
Postage	\$1,573
Publications	\$7,107
Prof Registration & Dues	\$8,726
Business Licenses & Fees	\$1,202
Technology	\$59,391
Education	\$10,478
Prof & Other Insurance	\$34,574
Depreciation	\$47,096
Professional Fees	\$36,185
Business Taxes	\$53,289
Travel & Lodging	\$29,349
Travel & Lodging Recovery	-\$19,700
Misc Field Expense	\$9,355
Equipment Rental	\$1,724
Reproduction	\$9,456
Reproduction Recovery	-\$12,360
Telephone	\$15,358
Misc Expense Recovery GPS	-\$42,790
Loss on Asset Dispositions	\$2,830
Meals	\$6,907
Donations	\$3,325
Lobbying Dues	\$633
Business Development	\$22,735
Bank Fees - Financing	\$59
Interest Expense	\$675
Bad Debt	\$2,877
<b>Total General Overhead</b>	<b>\$859,648</b>
<b>Total Indirect Costs (Less FCCM)</b>	<b>\$1,302,600</b>
<b>Indirect Cost Rate (Less FCCM)</b>	<b>156.97%</b>
<b>Facilities Capital Cost of Money (FCCM)</b>	<b>0.48%</b>
<b>Indirect Cost Rate (Includes FCCM)</b>	<b>157.45%</b>

**EXHIBIT F-1**  
**Payment Upon Termination of Agreement**  
**by the Agency Other than for Fault of the Consultant**  
(Refer to Agreement, Section IX)

**Lump Sum Contracts**

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

**Cost Plus Fixed Fee Contracts**

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

**Specific Rates of Pay Contracts**

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

**Cost Per Unit of Work Contracts**

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

**CHEHALIS CITY COUNCIL MEETING  
AGENDA REPORT**

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

**FROM:** Jill Anderson, City Manager

**BY:** Trent Lougheed, Public Works Director/City Engineer  
Don Schmitt, Street/Storm Superintendent

**MEETING OF:** January 13, 2020

**SUBJECT:** Award Kresky Avenue Resurfacing Project to Clark and Sons Excavating, Inc., in the Amount of \$512,863.05

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**ISSUE**

The administration recently advertised for bids for the Kresky Avenue Resurfacing Project and four bids were received. The results of the bidding and a recommendation to award a contract have been prepared for the City Council's consideration.

**DISCUSSION**

The resurfacing project includes pavement repair, planing bituminous pavement, new hot-mix asphalt, utility adjustments, paint striping, and traffic control. Bids were opened on December 17, 2019 and four bids were received.

<b>Bidder</b>	<b>Amount</b>
Clark and Son's Excavating	\$512,863.05
Granite Construction	\$594,694.00
Lakeside Industries	\$599,500.00
Roglins Inc.	\$616,283.61

The engineering consultant tabulated the bids and checked references of the lowest bidder. Since Clark and Son's Excavating appears to be able to complete the job and is the lowest bidder, with a bid \$240,497.40 lower than the engineer's estimate, the administration recommends they be awarded the contract to complete the work.

**FISCAL IMPACT**

The City was awarded federal STP grant funding from the local Transportation Strategy Council. These funds carry a 13.5% local match. Clark and Son's Excavating is the lowest responsible bidder with a Base Bid of \$512,863.05, thus the estimated local cost share is \$69,237 for the

construction component of the project. With a recommended 10% contingency (\$51,286) for unanticipated change orders, the total cost would be authorized for a not-to exceed budget of \$564,149.

The project is in the 2020 Transportation Benefit District Fund budget.

**RECOMMENDATION/COUNCIL ACTION DESIRED**

The administration recommends that the City Council:

- Award the Kresky Avenue Resurfacing Project to Clark and Son's Excavating, Inc., in the amount of \$512,863.05;
- Authorize an additional 10% contingency budget of \$51,286 and authorize the City Manager to execute change orders that do not exceed a total project cost of \$564,149; and
- Authorize the City Manager to sign all related contract documents

**SUGGESTED MOTION**

I move that the City Council:

- Award the Kresky Avenue Resurfacing Project to Clark and Son's Excavating, Inc., in the amount of \$512,863.05;
- Authorize an additional 10% contingency budget of \$51,286 and authorize the City Manager to execute change orders that do not exceed a total project cost of \$564,149; and
- Authorize the City Manager to sign all related contract documents

**CHEHALIS CITY COUNCIL MEETING  
AGENDA REPORT**

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

**FROM:** Jill Anderson, City Manager

**BY:** Trent Lougheed, Public Works Director/City Engineer  
Don Schmitt, Street/Storm Superintendent

**MEETING OF:** January 13, 2020

**SUBJECT:** Supplemental Agreement #1 with Skillings Connolly for Construction Management Services for the Kresky Avenue Resurfacing Project

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**ISSUE**

A Construction Management Services Agreement, Supplement Agreement No. 1 with Skillings Connolly, Inc., for the Kresky Avenue Resurfacing Project has been prepared for City Council's review and approval. This agreement provides all construction management needed from the bidding process through completion of the project.

**DISCUSSION**

The City entered into an agreement with Skillings Connolly for preliminary engineering and design services related to the Kresky Avenue Resurfacing Project in 2019. At this time, a supplemental agreement for construction management services has been prepared for consideration and action by the City Council. The Supplemental Agreement adds \$52,559.39 to the contract, for a new maximum amount payable of \$118,559.39.

**PROPOSED SCOPE OF WORK**

The proposed scope of work includes:

- Project Management
- Preconstruction Services
- Construction Management Administration
- Document Control
- Field Inspection Services
- Materials Testing
- Change Orders
- Public Outreach (in consultation with the City as needed)
- Project Closeout

### **FISCAL IMPACT**

The proposed cost for the Construction Management Services Agreement is \$52,559.39.

With a recommended 10% contingency of \$5,256 for unanticipated changes in Scope of Work, the total cost for this phase would be authorized for a not-to exceed budget of \$57,815.

The project has been planned for this year and is included in the City's current Transportation Benefit District budget.

### **RECOMMENDATION**

The administration recommends that the City Council:

- Approve the Construction Management Services Agreement #1 with Skillings Connolly, Inc., in the amount of \$52,559.39;
- Authorize an additional 10% contingency budget of \$5,256; and
- Authorize the City Manager to execute changes to the Scope of Work that do not exceed a total supplemental agreement amount of \$57,815.

### **SUGGESTED MOTION**

I move that the City Council:

- Approve the Construction Management Services Agreement #1 with Skillings Connolly, Inc., in the amount of \$52,559.39;
- Authorize an additional 10% contingency budget of \$5,256; and
- Authorize the City Manager to execute changes to the Scope of Work that do not exceed a total supplemental agreement amount of \$57,815.



<b>Supplemental Agreement Number 1</b>	<b>Organization and Address</b> <b>Skillings Connolly, Inc.</b> <b>5016 Lacey Blvd. SE</b> <b>Lacey, WA 98516</b> <b>360.491.3399</b>
<b>Federal Aid Number</b> <b>#STPUS-5659(003)</b>	
<b>Project Number</b> <b>19102</b>	<b>Completion Date</b> <b>December 31, 2021</b>
<b>Project Title</b> <b>NE Kresky Avenue Resurfacing</b>	<b>Maximum Amount Payable</b> <b>\$118,559.39</b>
<b>Description of Work</b> <b>Construction Management Services</b>	

The Local Agency of **City of Chehalis** desires to supplement the agreement entered into with **Skillings Connolly, Inc.** and executed on **06/11/2019** and identified as Project No. 19102.

All provisions in the basic agreement remain in effect except as expressly modified by this supplement. The changes to the agreement are described as follows:

I

Section 1, SCOPE OF WORK, is hereby changed to read:

**See Exhibit A, and by this reference is made part of this Agreement.**

II

Section IV, TIME FOR BEGINNING AND COMPLETION, remains unchanged at **December 31, 2021**.

III

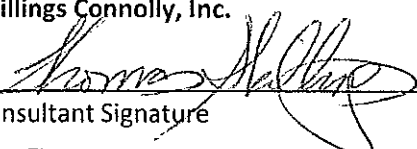
Section V, PAYMENT, shall be amended as follows:

Original Budget	\$66,000.00
<b>Supplemental Agreement No. 1</b>	<b><u>52,559.39</u></b>
New Maximum Amount Payable	<b><u>\$118,559.39</u></b>

as set forth in the attached Exhibit E-1 through E-3, and by this reference made a part of this supplement.

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

By: **Skillings Connolly, Inc.**

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

Dec 17, 2019  
\_\_\_\_\_  
Date

By: **City of Chehalis**

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

\_\_\_\_\_  
Date

**Exhibit A  
Summary of Payments**

	<b>Basic Agreement</b>	<b>Supplement No 1</b>	<b>Supplement No 2</b>	<b>Supplement No 3</b>	<b>Supplement No 4</b>	<b>Total Cost</b>
Direct Salary Cost	\$65,080.00	\$46,287.29				\$111,367.29
Reimbursable Expenses	920.00	1,272.60				2,192.60
Subconsultants		4,999.50				\$4,999.50
<b>Total</b>	<b>\$66,000.00</b>	<b>\$52,559.39</b>				<b>\$118,559.39</b>

**EXHIBIT B  
SCOPE OF WORK**

Prepared for:

**CITY OF CHEHALIS  
NE KRESKY AVENUE RESURFACING PROJECT**

December 17, 2019

**INTRODUCTION:**

The City of Chehalis (CITY) is requesting engineering services from Skillings Connolly, Inc. (CONSULTANT) to provide construction management for a project on NE Kresky Avenue from N National Avenue to Scott Johnson Road (PROJECT). The goal of this project is to restore the physical condition of the roadway by repairing broken pavement then grinding and inlaying new hot mix asphalt, utility adjustments, and new striping. The City has available funds from Surface Transportation Program Urban Small funds and City funds for the project. All work must conform to appropriate federal and state standards and requirements in accordance with the requirements of the WSDOT Local Agency Guidelines (LAG) Manual and the Construction Contract.

Skillings Connolly has experienced construction management staff and will assist the City with ad, bid, award, and construction administration. All of our construction management practices follow the WSDOT Local Programs *Local Agency Guidelines (LAG) Manual* as a matter of practice because it is a proven way of doing business and meeting funding agency audit requirements. We will utilize our own contractor payment system that is designed specifically to follow the LAG Manual and to meet funding agency audit requirements. Our record keeping and contractor payment systems have enabled us to successfully pass several recent Local Programs project reviews. Skillings Connolly does not have a certified material testing facility; therefore, we will utilize a local certified laboratory for materials testing.

The following scope of services is based upon the assumptions outlined herein. Associated costs are detailed in EXHIBIT E-1

**ASSUMPTIONS:**

This Scope of Services is based upon certain assumptions and exclusions identified below and under specific tasks. The following assumptions were used in the development of this scope of services:

- Services will be performed in accordance with WSDOT's LAG Manual and Construction Manual. The staff-hours proposed by the CONSULTANT are an estimate only and are subject to change based on the actual construction schedule and working hours of the Contractor.
- CONSULTANT will utilize their own contract payment system.
- Should the CITY direct the CONSULTANT to not be on the project site for any reason, CONSULTANT is not responsible for performing any scope items listed under the corresponding tasks.
- Surveying and claims support are excluded from this scope.
- The CONSULTANT shall assume no responsibility for proper construction techniques or job site safety but will report to the Contractor and CITY any observed public safety concerns.
- The CONSULTANT will endeavor to protect the CITY against defects and deficiencies in the work of the Contractor, but cannot guarantee the Contractors' performance and shall not be responsible for construction means, methods, measurements, techniques, sequences of procedures, or for safety precautions and programs in connection with the work performed by the construction contractor and any subcontractors.
- Construction contract duration of 15 working days.

- 20 additional days will be estimated to cover such items as preconstruction activities, non-chargeable working days when construction services are provided, and project closeout.
- Work will be performed during daylight hours.
- CONSULTANT will be on-site 8-hours per day.
- CONSULTANT will not work on Holidays as defined in the WSDOT Standard Specifications, Saturdays or Sundays.
- CONSULTANT shall be compensated for construction inspection and administrative work for each additional construction day added to construction contract days due to contractor delays and for additional contract days added due to extra work or change orders to construction contract.
- Contract time:
  - 15 working days = 3 weeks
  - Two weeks pre-construction effort
  - Two weeks closeout effort
- Changes from these assumptions will be considered extra work and will be renegotiated as required, such as additional working days added to the contract time by change order(s).

**RESPONSIBILITIES OF THE CITY:**

- Provide CM oversight and approval authority for all construction activities.
- Process all contract documents through the CITY's approval process (e.g. CM services invoices, construction contract, monthly pay estimates, change order execution, cost reduction proposals, time extensions, etc.).
- Review the Pre-Construction Conference agenda and all hand-out materials, before the CONSULTANT conducts the Pre-Construction Conference.
- Coordinate and schedule any public meetings required before, during and after construction.
- Provide operations & maintenance interface with other CITY Staff for ongoing project issues.

**REFERENCES:**

The CONSULTANT shall perform services set forth in this SCOPE OF WORK on behalf of the CITY using procedures specified by the CITY and in compliance with the standards and requirements set forth in the following procedures, regulations and most current (at the time of execution of this agreement) adopted manuals which by reference, are made a part of this Agreement.

- Current (as of the date of execution of the agreement) CITY standards and ordinances:
  - City of Chehalis Code.
  - City of Chehalis Road Standards
- Current (as of the date of execution of the agreement) versions of the following publications and manuals shall be applicable when specifically cited in the City of Chehalis Road Standards or when required by state or federal funding authorities:
  - *Standard Specifications for Road, Bridge, and Municipal Construction*, published by the Washington State Department of Transportation (WSDOT).
  - *Standard Plans for Road, Bridge, and Municipal Construction*, published by WSDOT.
  - *Local Agency Guidelines (LAG Manual)*, published by WSDOT.
  - *Construction Manual*, published by WSDOT.

**CHANGE MANAGEMENT:**

This is a lump sum agreement. The levels of effort for various tasks are estimates and may vary. The contract will be managed as a lump sum agreement.

## Task 010 – Project Management

Project management and quality reviews will be on-going during the course of the project. The Project Manager will maintain communication with CONSULTANT staff and CITY, will monitor the project's scope, schedule, and budget, will coordinate and communicate with staff, and other similar project management tasks.

### Tasks:

1. Schedule, prepare for, and take part in up to 3 weekly communications with the CITY.
2. Prepare any supplements to the CONSULTANT Agreement.
3. CONSULTANT will prepare up to 2 monthly billings with progress reports.
4. Supervise the CONSULTANT's field personnel assigned to the project.
5. QA/QC of all Contract documents and work effort.

### Deliverables:

- Document CITY direction to CONSULTANT.
- Agreement supplements as/if needed.
- Monthly invoices with progress reports.

## Task 020 – Construction Management

The CONSULTANT will provide the appropriate staff to oversee the Contract, coordinate and negotiate with the Contractor and make sure everything is up to code and ensure compliance with the Contract, the LAG Manual, and Construction Manual. This effort will include the following elements:

### Tasks:

1. Prepare and transmit Contract Documents to the contractor for execution, including DBE commitment letter.
2. Review contractor's bond and insurance certificates for Contract compliance and inform CITY if acceptable.
3. Organize and chair the preconstruction conference.
  - a. Prepare agenda and list of attendees
  - b. Lead a pre-construction meeting
  - c. Document and prepare meeting minutes for distribution to attendees
4. Review and approve Contractor's submittals.
  - a. Shop drawings.
  - b. Subcontractor Request to Sublet forms.
  - c. Requests for Approval of Materials (RAMs)
5. Contractor coordination.
  - a. Respond to Contractor RFI's, and defer to the Engineer of Record for a response when appropriate.
  - b. Respond to contractor questions which may arise as to the quality and acceptability of furnished materials, work performed, and to general questions raised by adjacent property owners or general public.
  - c. Liaison between the Contractor's management and the CITY's management personnel, acting as the direct point of contact for both parties.

- d. Review ROM and material testing results and advise the Contractor accordingly.
  - e. Review monthly pay estimates with the Contractor and provide recommendation to the CITY for payment.
  - f. Facilitate coordination between the Contractor, CITY and project stakeholders regarding status and issues of construction activities.
6. Review and approve IDRs prepared by the construction inspector.
  7. Review the Contractor's baseline project schedule, and
    - a. Monitor that schedule throughout the course of the project for compliance with the provisions of the Contract.
    - b. Request and review periodic schedule updates submitted by the Contractor.
  8. Chair up to 3 weekly construction planning meetings, prepare notes as needed.
  9. Prepare official correspondence to the Contractor and issue upon the CITY's approval.
    - a. Issue field directives and stop work notices to the Contractor when necessary, with the CITY's approval.
    - b. Issue Correction Notices when appropriate.
  10. Project Manager make up to 2 field visits.

**Deliverables:**

- Contract Documents to Contractor
- Bond and insurance certificate review and advice
- Preconstruction Conference minutes
- Contractor's submittal reviews and approvals
- Contractor coordination
- IDR review and approval
- Schedule review and update coordination
- Weekly construction planning meetings
- Official contractor correspondence
- Field visit notes

<b>Task 030 – Document Control</b>
------------------------------------

The CONSULTANT shall provide document control services to be used to ensure compliance with the Contract, the LAG Manual, and Construction Manual and will include the following Tasks:

**Tasks:**

1. Record of Materials (ROM)
  - a. Request ROM from WSDOT during design phase.
  - b. Modify WSDOT provided ROM to fit LAG and project needs.
  - c. Maintain a material testing log that tracks the test date, type of material test, test result, specification requirement and action taken if a failed result is received from the Certified Material Testing Lab. Include in ROM format if possible.
2. Maintain electronic copies of all documents. Paper Documents are required for WSDOT project reviews. Paper documents will be kept by the CONSULTANT until the end of the project at which time the Client will be provided the paper documents.
3. Process; track and archive construction records including:
  - a. Inspectors Daily Reports (IDR's);

- b. Requests for Information (RFI's);
  - c. Submittals such as shop drawings et al;
  - d. Requests for Approval of Materials (RAM's);
  - e. Statements of Working Days.
  - f. CONSULTANT shall maintain submittal and RFI logs to track when documents are received and returned to the contractor.
4. Compile and review inspector pay quantity and force account records, and prepare monthly contractor progress estimates.
  5. Review and archive project record documentation associated with:
    - a. Requests to Sublet,
    - b. Intents to Pay Prevailing Wage,
    - c. Certified Payroll,
    - d. Contractor employee wage interviews.
  6. Maintain lists of:
    - a. Approved change orders,
    - b. Potential change orders. Potential change orders will have a force account estimate of the extra work related to that item(s), until an approved change order is executed.

**Deliverables:**

- Record of Materials (ROM)
- Electronic construction records
- Paper construction records
- Contractor progress estimates.
- Project record documentation
- Change order documentation.

<b>Task 040 – Field Inspection</b>
------------------------------------

The CONSULTANT shall provide construction inspection services. These services will help minimize the risk of non-compliant workmanship by the contractor. By providing inspection oversight, the CONSULTANT shall assume no responsibility for proper construction techniques or job site safety, but will report to the Contractor and CITY any known public safety concerns in a timely manner.

The CONSULTANT shall provide construction inspection services for the following elements:

**Tasks:**

1. Provide digital photographs of:
  - a. the existing conditions (pre-construction)
  - b. during the course of the construction
  - c. final (post construction)
2. Prepare Inspector's Daily Reports (IDRs) recording the contractor's operations performed for each day the CONSULTANT is on site, logging:
  - a. Measurements for quantities of materials installed,
  - b. Log equipment and staff present,
  - c. Weather conditions, and
  - d. Any observed problems or construction issues.

3. Prepare Contract records for:
  - a. Daily Payment Notes,
  - b. Force Account Records,
  - c. Wage rate interviews
4. Contractor field coordination:
  - a. Respond to contractor questions which may arise as to the quality and acceptability of furnished materials or work performed.
  - b. Respond to general questions raised by adjacent property owners or general public. Complaints or detailed questions shall be referred to the CITY.
  - c. Facilitate coordination with property owners, businesses, and other project stakeholders identified at the preconstruction conference.
  - d. Facilitate the Contractor's coordination of existing utilities within the project boundaries.
  - e. The Construction Inspector shall review monthly pay estimates with the Contractor and provide recommendations to the Project Manager and CITY.
5. Prepare field records and documents in accordance with the Record of Materials (ROM);
  - a. Coordinate with Office Engineer for changes and updates to the ROM.
  - b. Review the Record of Materials (ROM) against the material testing results and advise the Contractor accordingly.
6. For each day the CONSULTANT is on site monitor traffic control via photographs of traffic control set-up and work activities during the course of construction. Photographs will be in digital format and cataloged by date.
7. Monitor the Contractor's compliance with water quality permits and the requirements of the TESC and SPCC Plans.
8. Attend weekly construction meetings.
9. Participate in the Project's final inspection and assist in developing a list of any remaining deficiencies (punch list).
10. Report to the CITY the occurrence of any accidents on the site, any hazardous environmental conditions, or emergencies within the project limits.

**Deliverables:**

- Construction photographs
- IDRs
- Pay notes including force account and wage rate interviews
- Contractor field coordination
- ROM data
- Traffic control records
- Weekly construction planning meetings

<b>Task 050 – Materials Testing</b>
-------------------------------------

Testing material in accordance with the LAG Manual is a good business practice and is a requirement to receive federal funding. This effort includes the following:

**Tasks:**

1. The CONSULTANT will retain a material testing firm (Service Provider) to perform hot mix asphalt testing which includes: gradations, in-place density, and asphalt composition.



Service Provider costs are included in the budget as an estimated expense. Should costs exceed the estimate a Contract Supplement will be negotiated.

2. The CONSULTANT shall advise the CITY regarding the status of the materials testing budget to allow funds to be added or removed as necessary.

**Deliverables:**

- Materials testing services and test results

**Task 060 – Change Orders**

The CONSULTANT will prepare change orders in accordance with LAG Manual. We have estimated 4 hours for the level of effort. If additional effort is required the additional effort will be considered extra work and will be renegotiated as required.

**Tasks:**

1. The CONSULTANT shall prepare change order packages for review and approval by WSDOT local programs, this includes:
  - a. Reason for change order
  - b. Description of work
  - c. An independent cost estimate (ICE),
  - d. Change order forms with;
    - i. Description of work
    - ii. Materials to be used
    - iii. Construction methods
    - iv. Measurement
    - v. Payment
  - e. For force account work, daily force account records.
  - f. Negotiate price with Contractor

**Deliverables:**

- Change orders

**Task 070 – Public Outreach**

Keeping the public informed during construction is important in delivering a successful project. With that in mind, the CONSULTANT staff shall provide limited assistance with project outreach.

Four hours for the Project Engineer and four hours for the Construction Inspector are included in the budget for this task.

**Tasks:**

1. The CONSULTANT shall, under direction of the CITY, assist with delivering informational flyers for the upcoming construction activities, road closures, temporary traffic controls, and other pertinent information.

2. The CONSULTANT shall also assist the CITY in responding to questions and issues raised by private citizens and local businesses relative to the Project.

**Deliverables:**

- Public outreach as requested

**Task 080 – Claims/Disputes Support**

**No services are provided under this section unless requested by the City as a contract change via a negotiated cost or time and materials agreement.**

**Task 090 – Project Close-out**

Consultant will provide close-out documentation of the work completed on the project.

**Tasks:**

1. Prior to substantial completion, the Consultant will provide the Contractor a punch list of items to be completed or repaired before acceptance of the project.
2. Finalize all pay quantities with the Contractor and the City
3. Prepare a Final Estimate for the project and provide to the City with a recommendation to make final payment to the Contractor.
4. Check L&I website for affidavit of wages paid.
5. Prepare DRAFT "Notice of Completion of Public Works Contract" for City electronic submission to Washington State Departments of revenue, Labor and Industries, and Employment Security.
6. DRAFT project completion and acceptance letters for City signature.
7. Prepare documentation for the City in accordance with Chapter 53 of the Local Agency Guidelines. These include:
  - a. project completion letter,
  - b. materials certificates,
  - c. list of change orders,
  - d. WSDOT Final Acceptance Date.
8. Assist City with WSDOT project documentation review in accordance with Chapter 53 of the LAG.
9. Turn over all project documents and files to the City.

**Deliverables:**

- Punch list
- Resolution of final pay quantities and Final Estimate
- Completion Letter
- Material Certifications
- Comparison of Quantities
- DRAFT "Notice of Completion of Public Works Contract" with Affidavit of Wages Paid referenced
- Project Documents
- Documentation review(s) with WSDOT

**END SCOPE OF SERVICES**

The CONSULTANT and the CITY may negotiate additional services as requested by the CITY. These additional services will be considered extra work and will be renegotiated as required, such as:

- Claims/Disputes Support

**EXHIBIT D-1  
CONSULTANT COST COMPUTATION – MAN-HOURS**

PROJECT NO. 19102 CITY OF CHEHALIS NE KRESKY AVE CONSTRUCTION SERVICES		SENIOR PROJECT MANAGER	CONSTRUCTION INSPECTOR	CONSTRUCTION ENGINEER/OFFICE	PROJECT ADMINISTRATOR
TASK #	TASK DESCRIPTION				
<b>010</b>	<b>PROJECT MANAGEMENT</b>				
1	Schedule, prepare for, and take part in up to 3 weekly communications with the City.	4	4		
2	Prepare any supplements to the CONSULTANT Agreement.	1			2
3	Prepare up to 2 monthly billings with progress reports and earned value worksheets.	2			2
4	Supervise the Consultant's field personnel assigned to the project.	4			
5	QA/QC of all contract documents and work effort.	12			
<b>020</b>	<b>CONSTRUCTION MANAGEMENT</b>				
1	Prepare and transmit Contract Documents to the contractor for execution including DBE commitment letter.	4			
2	Review Contractor's bond and insurance certificates for Contract compliance and inform City if acceptable.	2			
3	Organize and chair the pre-construction conference	4	2	4	
a	Prepare agenda and list of attendees.				
b	Lead a pre-construction meeting.				
c	Document and prepare meeting minutes for distribution to attendees.				
4	Review and approve Contractor's submittals.	2		4	
a	Shop drawings.				
b	Subcontractor Request to sublet forms.				
c	Requests for Approval of Materials (RAMs)				
5	Contractor Coordination	8	16		
a	Respond to Contractor RFIs and defer to the Engineer of Record for a response when appropriate.				
b	Respond to Contractor questions which may arise as to the quality and acceptability of furnished materials, work performed, and to general questions raised by adjacent property owners or general public.				

PROJECT NO. 19102 CITY OF CHEHALIS NE KRESKY AVE CONSTRUCTION SERVICES		SENIOR PROJECT MANAGER	CONSTRUCTION INSPECTOR	CONSTRUCTION ENGINEER/OFFICE	PROJECT ADMINISTRATOR
TASK #	TASK DESCRIPTION				
c	Liaison between the Contractor's management and the City's management personnel, acting as the direct point of contact for both parties.				
d	Coordinate off-site fabrication inspection with independent testing authority, if needed.				
e	Review ROM and material testing results and advise the Contractor accordingly.				
f	Review monthly pay estimates with the Contractor and provide recommendation to the City for release of payment.				
g	Facilitate coordination between the Contractor, City and project stakeholders regarding status and issues of construction activities.				
h	Facilitate utility coordination for existing and new utility improvements.				
6	Review and approve IDRs prepared by the construction inspector.	8			
7	Review the Contractor's baseline project schedule, and	2			
a	Monitor that schedule throughout the course of the project for compliance with the provisions of the Contract.				
b	Request and review periodic schedule updates submitted by the Contractor.				
8	Chair up to 3 weekly construction planning meetings, prepare notes as needed.		3		
9	Prepare official correspondence to the Contractor and issue upon the City's approval.	4		8	
a	Issue field directives and stop work notices to the Contractor when necessary, with the City's approval.				
b	Issue Correction Notices when appropriate.				
10	Make up to 2 field visits.	4		4	
<b>030</b>	<b>DOCUMENT CONTROL</b>				
1	Record of Materials (ROM)	4		16	
a	Request ROM from WSDOT during design phase.				
b	Modify wisdom provided ROM to fit LAG and project needs.				
c	Maintain a material testing log that tracks the test date, type of material test, test result, specification requirement and action taken if a fail result is received from the Certified Material Testing Lab. Include in ROM format if possible.				

PROJECT NO. 19102 CITY OF CHEHALIS NE KRESKY AVE CONSTRUCTION SERVICES		SENIOR PROJECT MANAGER	CONSTRUCTION INSPECTOR	CONSTRUCTION ENGINEER/OFFICE	PROJECT ADMINISTRATOR
TASK #	TASK DESCRIPTION				
2	Maintain electronic copies of all documents. Paper documents are required for WSDOT project reviews. Paper documents will be kept by the Consultant until the end of the project at which time Client will be provided the paper documents.	2		8	
3	Process, track and archive construction records including:	8		12	
a	Inspector's Daily Reports (IDRs).				
b	Requests for Information (RFIs).				
c	Submittals such as shop drawings, et al.				
d	Requests for Approval of Materials (RAMs).				
e	Statement of Work Days.				
f	Maintain submittal and RFI logs to track when documents are received and returned to the contractor.				
4	Compile and review inspector pay quantity and force account records, and prepare monthly contractor progress estimates.	2		8	
5	Review and archive project record documentation associated with:	4		16	
a	Requests to Sublet.				
b	Intents to Pay Prevailing Wage.				
c	Certified Payroll.				
d	Contractor employee wage interviews.				
6	Maintain lists of:	2		4	
a	Approved change orders.				
b	Potential change orders. Potential change orders will have a force account estimate of the extra work requested to that item(s), until an approved change is executed.				
c	Balance of management reserve fund.				
<b>040</b>	<b>FIELD INSPECTION</b>				
1	Provide digital photographs of:		8		
a	Existing conditions (pre-construction).				
b	During the course of the construction.				
c	Final (post construction).				
2	Prepare Inspector's Daily Reports (IDRs) recording the contractor's operations performed for each day the Consultant is onsite, logging:		8		
a	Measurements for quantities of materials installed.				
b	Log equipment and staff present.				

PROJECT NO. 19102 CITY OF CHEHALIS NE KRESKY AVE CONSTRUCTION SERVICES		SENIOR PROJECT MANAGER	CONSTRUCTION INSPECTOR	CONSTRUCTION ENGINEER/OFFICE	PROJECT ADMINISTRATOR
TASK #	TASK DESCRIPTION				
c	Weather conditions.				
d	Any observed problems or construction issues.				
3	Prepare Contract Records for:		16	4	
a	Daily Payment Notes.				
b	Forced Account Records.				
c	DBE commercially useful function review.				
d	Wage rate interviews.				
4	Contractor field coordination:	2	40	4	
a	Respond to contractor questions which may arise as to the quality and acceptability of furnished materials or work performed.				
b	Respond to general questions raised by adjacent property owners or general public. Complains or detail questions shall be referred to the City.				
c	Facilitate coordination with property owners, businesses, and other project stakeholders identified at the preconstruction conference				
d	Facilitate the Contractor's coordination of existing utilities within the project boundaries.				
e	The Construction Inspector shall review pay estimates with the Contractor and provide recommendations to the Resident Engineer and City.				
5	Prepare field records and documents in accordance with the Record of Materials (ROM):	2	2	4	
a	Coordinate with Office Engineer for changes and updates to the ROM.				
b	Review the Record of Materials (ROM) against the material testing results and advise the Contractor accordingly.				
6	For each day the Consultant is onsite, monitor traffic control via photographs of traffic controls set-up and work activities during the course of construction. Photographs will be digital format and cataloged by date.		8		
7	Monitor the Contractor's compliance with water quality permits and the requirements of the TESC and SPCC Plans.				
8	Attend weekly construction meetings.		8		
9	Participate in the Project's final inspection and assist in developing a list of any remaining deficiencies (punch list).	1	2	2	

PROJECT NO. 19102 CITY OF CHEHALIS NE KRESKY AVE CONSTRUCTION SERVICES		SENIOR PROJECT MANAGER	CONSTRUCTION INSPECTOR	CONSTRUCTION ENGINEER/OFFICE	PROJECT ADMINISTRATOR
TASK #	TASK DESCRIPTION				
10	Report to the City the occurrence of any accidents on the site, any hazardous environmental conditions, or emergencies within the project limits.		1		
<b>050</b>	<b>MATERIALS TESTING</b>				
1	Consultant will retain a material testing firm (Service Provider) or utilize WSDOT Olympic Region Materials Lab to perform soil and concrete testing which includes: gradations, in-place density, proctor compaction tests, concrete air entrainment, concrete test cylinders, and asphalt composition.	1	2	2	
2	Consultant will advise the City regarding the status of the materials testing budget to allow funds to be added or removed as necessary.		1		
<b>060</b>	<b>CHANGE ORDERS</b>				
1	Prepare change order packages for review and approval by WSDOT local programs, this includes;	1		2	
a	Reason for change order.				
b	Description of work				
c	An independent cost estimate (ICE).				
d	Change order forms				
e	For force account work, daily force account records.				
f	Negotiate price with Contractor				
<b>070</b>	<b>PUBLIC OUTREACH</b>				
1	Consultant shall, under the direction of the City, assist with delivering information flyers for the upcoming construction activities, road closures, temporary traffic controls, and other pertinent information.	1	2	2	
2	Consultant shall also assist the City in responding to questions and issues raised by private citizens and local business relative to the Project.		2		
<b>080</b>	<b>CLAIMS/DISPUTES SUPPORT</b>				
	<i>No services are provided under this section unless requested by the City as a contract change via a negotiated cost or time and materials agreement.</i>				
<b>090</b>	<b>PROJECT CLOSE-OUT</b>				
1	Prior to substantial complete, the Consultant will provide the Contractor a punch list of items to be completed or repaired before acceptance of the project.	1	2		
2	Finalize all pay quantities with the Contractor and the City.	1	2	4	



PROJECT NO. 19102 CITY OF CHEHALIS NE KRESKY AVE CONSTRUCTION SERVICES		SENIOR PROJECT MANAGER	CONSTRUCTION INSPECTOR	CONSTRUCTION ENGINEER/OFFICE	PROJECT ADMINISTRATOR
TASK #	TASK DESCRIPTION				
3	Prepare a Final Estimate for the project and provide to the City with a recommendation to make final payment to the Contractor.	1	1	4	
4	Check L&I website for affidavit of wages paid.	2			
5	Prepare DRAFT "Notice of Complete of Public Works Contractor" for City electronic submission to Washington State Departments of Revenue, Labor and Industries, and Employment Security.	1			
6	Prepare DRAFT Project complete and acceptance letters for City signature.	1			
7	Prepare documentation for the City in accordance with Chapter 53 of the Local Agency Guidelines. These include:	1		2	
a	Project complete letter.				
b	Materials certificates.				
c	List of change orders.				
d	WSDOT Final Acceptance Date				
9	Assist City with WSDOT project documentation review in accordance with Chapter 53 of the LAG (usually a pre-review, mid-project, and a final review).	4	4	4	
10	Turn over all project documents and files to the City.	1		2	
	<b>HOURS PER DISCIPLINE</b>	<b>104</b>	<b>134</b>	<b>120</b>	<b>4</b>

**EXHIBIT D-2  
CONSULTANT COST COMPUTATION – SUMMARY**

<b>NEGOTIATED HOURLY RATE (NHR):</b>					
<b>Classification</b>	<b>Man Hours</b>	<b>X</b>	<b>Rate</b>	<b>=</b>	<b>Cost</b>
SENIOR PROJECT MANAGER	104	X	\$163.35	=	\$16,988.34
CONSTRUCTION INSPECTOR	134	X	\$115.83	=	\$15,521.17
CONSTRUCTION ENGINEER/OFFICE	120	X	\$111.37	=	\$13,364.96
PROJECT ADMINISTRATOR	4	X	\$103.21	=	\$412.83
<b>Total Hours =</b>	<b>362</b>				<b>Total NHR =</b> <span style="border: 1px solid black; padding: 2px;"><b>\$46,287.29</b></span>
<b>REIMBURSABLES:</b>					
Mileage	470	X	\$0.580	=	\$272.60
Miscellaneous Expenses	\$1,000.00	X	0%	=	\$1,000.00
			<b>SUB TOTAL</b>		<b>Reimbursables =</b> <span style="border: 1px solid black; padding: 2px;"><b>\$1,272.60</b></span>
<b>SUBCONSULTANT COST (See Exhibit G):</b>					
Materials Testing & Consulting	\$4,545.00	X	10%	=	\$4,999.50
			<b>SUB TOTAL</b>		<b>Subconsultants =</b> <span style="border: 1px solid black; padding: 2px;"><b>\$4,999.50</b></span>
<b>MANAGEMENT RESERVE FUND</b>					
	<b>SUB TOTAL</b>	<b>\$52,559.39</b>	<b>X</b>	<b>0%</b>	<b>=</b> <span style="border: 1px solid black; padding: 2px;"><b>\$0.00</b></span>
<b>GRAND TOTAL</b>					
					<b>GRAND TOTAL =</b> <span style="border: 1px solid black; padding: 2px;"><b>\$52,559.39</b></span>
<b>PREPARED BY:</b>	<u>Gerry Smith, PE</u>			<b>DATE:</b>	<u>12/17/2019</u>
<b>REVIEWED BY:</b>	<u>Thomas E. Skillings, PE</u>			<b>DATE:</b>	<u>12/17/2019</u>

**EXHIBIT D-3  
CONSULTANT COST COMPUTATION – EXPENSES**

Item	Description	Basis	Quantity	Rate	Total
1	Telephone	Month			\$0.00
2	Auto Rental	Each			\$0.00
3	Lodging	Day			\$0.00
4	Per Diem-Meal	Day			\$0.00
5	Photo Copies - Blk & White	Each		\$0.10	\$0.00
6	Photo Copies - Color	Each		\$0.35	\$0.00
7	Half Sized Prints	Each		\$0.50	\$0.00
8	Full Sized Prints	Each		\$6.00	\$0.00
9	Postage	Month			\$0.00
10	Shipping	Month			\$0.00
11	FAXs	Each			\$0.00
12	Miscellaneous Project Costs	Month		\$200.00	\$0.00
13	Miscellaneous Survey Costs	Estimated			\$0.00
14	Materials Testing Services	Estimated			\$1,000.00
	<b>Total Miscellaneous Expenses</b>				<b>\$1,000.00</b>
	Mileage	Per Mile	500	0.580	\$290.00
	<b>Total Expenses</b>				<b>\$1,290.00</b>
<b>Assumptions</b>					
1	Telephone	Estimated			
2	Auto Rental	Estimated trips			
3	Mileage	Estimated miles			
4	Lodging				
5	Per Diem-Meal				
6	Photo Copies - Blk & White	Estimated			
7	Photo Copies - Colored	Estimated			
8	Half Sized Prints	Estimated			
9	Full Sized Prints	Estimated			
10	Postage	Estimated			
11	Shipping	Estimated			
12	FAXs	Estimated			
13	Miscellaneous Project Costs	Estimated			
14	Miscellaneous Survey Costs	Estimated			
15	Purchase Order	Estimated			
Prepared by: Gerry Smith		December 17, 2019			

**EXHIBIT E-1  
SUBCONSULTANT COST COMPUTATION – SUMMARY**



Date: December 17, 2019

Client Name: Skillings Connolly, Inc.  
Address: 5016 Lacey Blvd. SE, Lacey, WA 98503  
Email: mhorton@skillings.com  
Architect

Contact: Mike Horton  
Phone: 360.491.3399  
Fax:  
Based on Plans Dated: Oct 07, 2019

Project Name / Location: NE Kresky Avenue (Fed-Aid #STPUS-5659(003), Chehalis, WA

Materials Testing & Consulting, Inc. (MTC) thanks you for the opportunity, and respectfully submits the following proposal to provide materials testing and special inspection services during construction of the above-referenced project.

Combined with our past experience with projects of similar size and scope, we estimate the total cost of our services for this project to be:

<b>(01) Earthwork &amp; Asphalt Services</b>				
Item	Unit	Quantity	Rate	Total
IPD-A - Asphalt Paving	Hour	30	\$ 65.00	\$ 1,950.00
SAMPU - Sample Pickup if Required (Allowance)	Hour	4	\$ 65.00	\$ 260.00
<b>Subtotal - Earthwork &amp; Asphalt Services:</b>				<b>\$ 2,210.00</b>
<b>(02) Laboratory Testing for Earthwork &amp; Asphalt / Advanced Geotechnical Laboratory Tests</b>				
Item	Unit	Quantity	Rate	Total
SE - Sand Equivalent	Each	2	\$ 90.00	\$ 180.00
FRAC - Fracture Percentages	Each	2	\$ 60.00	\$ 120.00
UVC - Uncompacted Void Content	Each	2	\$ 110.00	\$ 220.00
GYRO - Superpave Test Set - Includes VMA, Extraction / Gradation, Rice	Each	1	\$ 525.00	\$ 525.00
EXT - Asphalt Extraction with Gradation	Each	3	\$ 250.00	\$ 750.00
RICE - Rice Density	Each	3	\$ 95.00	\$ 285.00
<b>Subtotal - Laboratory for Earthwork &amp; Asphalt:</b>				<b>\$ 2,080.00</b>
<b>(30) Project Management &amp; Consulting Services</b>				
Item	Unit	Quantity	Rate	Total
PM - Project Manager	Hour	3	\$ 85.00	\$ 255.00
<b>Subtotal - Project Management &amp; Consulting Services:</b>				<b>\$ 255.00</b>
<b>Budget Estimate for Services - Total:</b>				<b>\$ 4,545.00</b>

- Prices are subject to change if this agreement is not executed within 90 days from the date of the bid.
- All services will be provided on a time and materials basis. The total is an estimate the actual construction cost will be based on the project schedule and sequencing. The estimate is not a guaranteed price. A four hour minimum charge applies to all work performed, billing is also based on a portal to portal basis. A premium rate of 1.5 times the regular rate will be charge for overtime and 2 times the regular charge for Sunday's and holidays.
- MTC will utilize the laboratory based closest to the project site. MTC offers additional services upon request which will be billed at our regular fee schedule. Acceptance of this proposal will constitute agreement to MTC standard general terms and conditions.
- In closing, our experienced inspection staff will ensure the highest level of quality is brought to your project. We believe that our local staff and vast experience on projects of similar size and scope make MTC the clear team member of choice for this project. We look forward to working with you.

Respectfully Submitted,

Curt Shear, Owner  
(360) 755-1990 x1106

Client Authorized Signature

Printed Name & Title

Date

Environmental • Geotechnical Engineering • Special Inspection • Non-Destructive Testing • Materials Testing  
Burlingame • Olympia • Bellingham • Silverdale • Tukwila  
p: 360.755.1990 • f: 360.755.1980 • www.mtc-inc.net  
Page 1 of 1

**CHEHALIS CITY COUNCIL MEETING  
AGENDA REPORT**

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

**FROM:** Jill Anderson, City Manager

**BY:** Trent Lougheed, P.E., Community Development Director  
Brandon Rakes, Airport Operations Coordinator

**MEETING OF:** January 13, 2020

**SUBJECT:** Apron Rehabilitation Project Closeout

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**ISSUE**

The work related to the Apron Rehabilitation Project Phases 1 and 2 at the Chehalis-Centralia Airport is complete.

**DISCUSSION**

In August of 2015, the City of Chehalis entered into a grant agreement with FAA, for airport infrastructure maintenance and improvement. The name of the project was "Apron Rehabilitation Project."

The project was divided into two phases. The first phase consisted primarily of design and engineering. The second phase of the project consisted chiefly of construction.

The major elements of the project included pavement milling, storm drain improvements, aircraft tie-down installation, pavement overlay, and pavement marking.

The awarded contractor was Sterling Breen Crushing, Inc., a local contracting company that has served Lewis County for over 40 years.

The work has since been completed, and all required documentation has been received.

Please note, since this was a project completed with federal funding, no retainage was required.

**FISCAL IMPACT**

The first phase consisted primarily of design and cost \$242,650, with \$218,385 of that paid by the FAA and \$10,379 paid by the WSDOT Aviation Division. The remaining \$13,886 was paid by the Airport.

The second phase consisted chiefly of construction. The total cost of the second phase of construction was \$1,048,623, with \$940,346 of that amount paid by the FAA and \$48,964 paid by the WSDOT Aviation Division. The remaining \$59,313 was paid by the Airport.

Overall, this project effectively leveraged federal dollars and brought in over \$1,000,000 in infrastructure work to the City of Chehalis.

**RECOMMENDATION**

The administration recommends that the City Council accept the Apron Rehabilitation Project as complete.

**SUGGESTED MOTION**

I move that the City Council accept the Apron Rehabilitation Project as complete.



U.S. Department  
of Transportation  
**Federal Aviation  
Administration**

Northwest Mountain Region  
Colorado · Idaho · Montana · Oregon · Utah  
Washington · Wyoming

Seattle Airports District Office  
2200 South 216<sup>th</sup> St.  
Des Moines, WA 98198

September 6, 2019

Ms. Jill Anderson  
City Manager  
City of Chehalis  
350 N Market Blvd., Rm 101  
Chehalis, WA 98532

**Grant Closeout Letter**  
**AIP: 3-53-0012-017-2016**  
**Contract Number: DOT-FA16NM-0037**  
**Airport: Chehalis – Centralia Airport**  
**Location: Chehalis, Washington**  
**Sponsor: City of Chehalis, Washington**  
**Grant Closeout Date: September 5, 2019**  
**Grant Review Case Number: DOT-FA19NM-0066**  
**Final grant amount: \$940,346**

Dear Ms. Anderson:

This notice of grant closeout is based on the following conditions having been met: (1) all work included in the project description has been satisfactorily completed, (2) there are no outstanding grant special conditions, (3) all project costs reimbursed by FAA under this grant have been determined to be reasonable, eligible and allowable, and (4) the sponsor has complied with all terms and conditions of the grant agreement.

Final payment has been made and all administrative requirements are satisfied. A final cost review of the grant has been completed and the final costs were determined to be reasonable and justified. There are no differences in the amount of funds requested by the sponsor and the amounts paid out. If an audit reveals any issues, this grant will be re-opened until the outstanding issues have been resolved.

Please be advised that in accordance with 2 CFR 200.333, you are required to retain all supporting project documentation for a minimum period of three years from the date of the final request for reimbursement. Because most grant obligations extend beyond three years, we strongly encourage you to retain grant documentation for the life of the grant obligations.

Sincerely,

**MANDI M**  
**PIKE LESAUIS**  
Digitally signed by  
MANDI M PIKE LESAUIS  
Date: 2019.09.05 16:42:31  
-07'00'

Mandi Lesauis  
Program Specialist  
Seattle ADO

**CHEHALIS CITY COUNCIL MEETING  
AGENDA REPORT**

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

**FROM:** Jill Anderson, City Manager

**BY:** Trent J. Lougheed, P.E., Public Works Director  
Tammy Baraconi, Planning and Building Manager

**MEETING OF:** January 13, 2020

**SUBJECT:** Ordinance No. 1005-B, Second and Final Reading – Vacating Alleyway at the Corner of SW Chehalis Avenue and W Main Street

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**ISSUE**

As directed by City Council at the November 25 public hearing, staff prepared an ordinance for to vacate the alleyway at the corner of SW Chehalis Avenue and W Main Street. First reading took place during the December 9, 2019 City Council meeting and this item has been scheduled to conduct the second and final reading of the Ordinance.

**BACKGROUND**

On September 19, 2019, Brent Daniels, on behalf of Darigold, Inc., submitted a complete application for the vacation of the alley located adjacent to their property at 423 W Main Street and 1 SW Chehalis Avenue.

The Chehalis Development Review Committee reviewed the proposal on September 26, 2019, and recommended approval of the application to the City Council.

Resolution No. 15-2019 established the public hearing date of November 25, 2019, before the City Council and notice was published in the Chronicle, mailed to adjacent property owners and distributed to other interested parties a minimum of ten (10) days prior to the public hearing.

On November 25, 2019, after holding a public hearing, the City Council instructed staff to create an ordinance and present it for first reading at the December 9, 2019 meeting.

**DISCUSSION**

The Chehalis Development Review Committee (DRC) reviewed the initial proposal on September 26, 2019. There is a stormwater pipe located in the alley right-of-way that used to drain stormwater from the buildings that used to be located on the corner of SW Chehalis Avenue and W Main Street. These buildings were demolished this past summer. The stormwater pipe is part of Darigold's onsite stormwater management system.



Darigold owns all the surrounding parcels and therefore representative Brent Daniels is the only person who signed the application. The westerly portion of this alleyway was vacated in 1983.

No changes have been made to the ordinance since first reading.



#### **FISCAL IMPACT**

If approved, the vacationing party shall be responsible to compensate the City based on the appraised value of \$8,200. Payments received by the City will be deposited in General Fund 001.395.010.00.

If denied, no fiscal impact.

#### **RECOMMENDATION**

It is recommended that the City Council approve the second and final reading of the ordinance vacating the alleyway at the corner of SW Chehalis Avenue and W Main Street.

#### **SUGGESTED MOTION**

I move that the City Council pass Ordinance No. 1005-B on second and final reading.

**ORDINANCE NO. 1005-B**

**AN ORDINANCE OF THE CITY OF CHEHALIS, WASHINGTON, PROVIDING FOR THE VACATION OF A PORTION OF AN ALLEY RIGHT-OF-WAY SITUATE IN THE CITY OF CHEHALIS; AND PROVIDING EFFECTIVE DATE OF VACATION SUBJECT TO COMPENSATION TO THE CITY OF CHEHALIS FOR VALUE OF THE VACATED ALLEY.**

**WHEREAS**, the City of Chehalis, Washington, has received a petition signed by owners of the property abutting a portion of the alley described, located within the City of Chehalis, Washington, requesting that the same be vacated; and

**WHEREAS**, on July 27, 2017 an application and petition for the vacation of public property was received; and

**WHEREAS**, in conformity with the legal requirements pursuant to Chehalis Municipal Code 12.32 Street and Alley Vacations and RCW 35.79.010, the Chehalis City Council at a regularly scheduled meeting did adopt Resolution No. 15-2019, setting a public hearing regarding this proposed vacation on November 25, 2019; and

**WHEREAS**, the City Council of the City of Chehalis held a public hearing to consider said petition on the 25th day of November, 2019, after due notice to the owners of all property abutting and adjacent to the area identified in said petition as required by law; and

**WHEREAS**, the City Council of the City of Chehalis, Washington, has considered all matters presented at the public hearing on the proposed vacation on November 25, 2019, hearing no objection to this vacation, and does hereby find that the vacation of said property is appropriate and that the transfer of property at issue in this matter in the manner set forth below is in best interests of the public.

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

**Section 1.** The City vacates that portion of alley, located within the City of Chehalis, Washington, legally described as

THAT PORTION OF THE PLATTED ALLEY IN BLOCK 10 OF ELIZA BARRETT'S ADDITION TO THE CITY OF CHEHALIS, Sec32-T14N-R2W WM LEWIS COUNTY, WASHINGTON.

subject to the conditions set forth in Section 2 of this Ordinance.

**Section 2.** The vacation shall be effective upon payment to the City of Chehalis, within 90 days of the date hereof, by the owner of property or assignee adjacent thereto and to be benefited by the vacation, in the amount of \$8,200.00, which represents full appraised value of the net amount (1,206 square feet) of right-of-way to be vacated.

This Ordinance shall be in full force and effect thirty (30) days after publication as required by law. If the condition of transfer as stated in Section 3 is not completed within ninety (90) days of the effective date of this Ordinance, this Ordinance shall be null and void.

**PASSED** by the City Council of the City of Chehalis, Washington during a regularly scheduled open public meeting thereof this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Mayor

Attest:

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

Approved as to form and content:

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