

IMPORTANT NOTICE

Until further notice, City Council meetings will be restricted to Council and staff.

The City of Chehalis wishes to do its part to implement social distancing and slow the transmission rate of COVID-19, while still meeting the requirements of the Open Public Meetings Act RCW 42.30.

Citizens may live stream the April 13, 2020, meeting beginning at 5:00 pm using the following link:

<https://media.avcaptureall.com/session.html?sessionid=7def2b8d-f6ec-4799-bb04-40dc52324a48&prefilter=258,1189>

Citizens wishing to provide public comments in general and on agenda items must submit comments by 2:00 pm on the day of the meeting. All comments received will be read by the Mayor under the Citizens Business portion of the meeting agenda. Please use the following form to submit comments – <https://www.ci.chehalis.wa.us/contact>.

If you have any questions about live streaming the meeting or submitting a comment, please contact City Clerk Caryn Foley at cfoley@ci.chehalis.wa.us or 360-345-1042.

**The City truly appreciates the community's cooperation
and patience during this challenging time.**

CHEHALIS CITY COUNCIL AGENDA

CITY HALL
350 N MARKET BLVD | CHEHALIS, WA 98532

Jerry Lord, District 1 Daryl J. Lund, District 2 Dr. Isaac S. Pope, District 4	Dennis L. Dawes, Position at Large Mayor	Anthony E. Ketchum Sr., District 3 Chad E. Taylor, Position at Large, Mayor Pro Tem Robert J. Spahr, Position at Large
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Regular Meeting of Monday, April 13, 2020 5:00 p.m.

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|---|
| 1. <u>Call to Order.</u> (Mayor) |
| 2. <u>Pledge of Allegiance.</u> (Mayor) |

ITEM	ADMINISTRATION RECOMMENDATION	PAGE
PROCLAMATIONS / PRESENTATIONS		
3. <u>Proclamation – Administrative Professionals Week, April 20-24.</u> (Mayor)		

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

ITEM	ADMINISTRATION RECOMMENDATION	PAGE
CONSENT CALENDAR		
4. <u>Minutes of the Regular City Council Meeting of March 23, 2020.</u> (City Clerk)	APPROVE	1
5. <u>Vouchers and Transfers – Accounts Payable in the Amount of \$400,654.55, Dated March 31, 2020.</u> (City Manager, Finance Director)	APPROVE	3
6. <u>Vouchers and Transfers – Payroll in the Amount of \$874,759.87, Dated March 31, 2020.</u> (City Manager, Finance Director)	APPROVE	5
7. <u>Engineering Services Agreement with Gibbs and Olson for an Amount Not to Exceed \$152,600 for Design of the Chehalis Avenue Reconstruction Project.</u> (City Manager, Public Works Director, Street/Storm Superintendent)	APPROVE	6

ADMINISTRATION AND CITY COUNCIL REPORTS		
8. <u>Administration Reports.</u> a. City Manager Update. (City Manager)	INFORMATION ONLY	- - -
9. <u>Councilor Reports/Committee Updates.</u> (City Council)	INFORMATION ONLY	- - -

EXECUTIVE SESSION		
10. Pursuant to RCW:		
a. 42.30.110(1)(b) – Selection of Site or Acquisition of Real Estate.		
b. 42.30.110(1)(c) – Sale/Lease of Property.		

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

March 23, 2020

The Chehalis city council met in regular session on Monday, March 23, 2020, in the Chehalis city hall. Mayor Dennis Dawes called the meeting to order at 5:00 pm with the following council members present: Jerry Lord, Daryl Lund (telephonically), Dr. Isaac Pope (telephonically), Bob Spahr (telephonically), and Chad Taylor. Councilor Tony Ketchum was absent (excused). Staff present included: Jill Anderson, City Manager; Caryn Foley, City Clerk; Erin Hillier, City Attorney; Chun Saul, Finance Director; Glenn Schaffer, Police Chief; and Lilly Wall, Recreation Manager. No members of the news media were present.

1. **Lewis County Department of Emergency Management (DEM)**. Andy Caldwell, Deputy Director of DEM, updated the council on COVID-19. He noted that DEM was not a department of Lewis County. They are contracted by the cities. He summarized what DEM has been doing, including a business survey to help the business community through this emergency; daily Public Health incident management team meetings; quarantine plans in place; staying on top of other issues (e.g., supply chain, reliable water delivery); supplies (e.g., personal protective equipment); daily communications with State Department of Health; and testing for COVID-19 (standards set by state and federal governments; each private entity can deviate from those standards). Mr. Caldwell stated it was important for people to get their information locally, such as through the county's Public Health department, which has a link on the county's homepage and a toll-free hotline number. People may also call DEM at 360-740-1151.

Mayor Dawes noted the city's website provided a direct link to the county's website, so that everyone was directed to one source.

Councilor Taylor stated the county was doing a good job in response to the emergency. Putting good people in place and providing good information to the public. He appreciated DEM for directing people to donate money. He noted the Chamber was the place to go for business resources, while United Way was a source for social resources.

Mr. Caldwell stated that while he appreciated everyone's comments, none of it would be possible without the DEM staff, many of which are working many long hours.

Mayors Dawes stated Lewis County Commissioner Edna Fund called and asked that the city announce that there is good COVID-19 information on the county's website and that there are briefings at 4:00 pm Monday – Friday that are available live. She stated it was important that people get information from reputable sources, including Lewis County Public Health.

Mayor Dawes stated that those participating telephonically would be polled individually to accurately count their vote on each agenda item.

2. **Consent Calendar**. Councilor Taylor moved to approve the consent calendar comprised of the following:

- a. Minutes of the regular City Council meeting of March 9, 2020;
- b. March 13, 2020 Claim Vouchers No. 128445 – 128610 and Electronic Funds Transfer No. 202020, 220201 and 220202 in the amount of \$376,055.87;
- c. Award bids for rock, gravel, and asphalt;
- d. Lease agreement with Too Dimensional Apparel to provide concessionaire services at the Chehalis Sports Complex at Recreation Park;
- e. Resolution No. 5-2020, first and final reading – declaring an emergency relating to the COVID-19 emergency.

The motion was seconded by Councilor Lord.

Councilor Spahr asked for clarification on the agreement with Too Dimensional. He stated the agreement provided a 10-month term. He asked if that meant they had to be open the entire time or only during events. Lilly Wall stated they would only be open during scheduled activities.

The motion carried unanimously.

3. **Ordinance No. 1006-B, Second and Final Reading – Amending the 2020 Budget**. City Manager Anderson stated a full presentation was provided at the last meeting and there were no changes since first reading.

March 23, 2020

Councilor Taylor moved to pass Ordinance No. 1006-B on second and final reading. The motion was seconded by Councilor Lord and carried unanimously.

4. Administration Reports.

a. **City Manager Update.** City Manager Anderson stated the vast majority of the last two weeks had been spent dealing with the COVID-19 emergency. She expressed appreciation to Andy Caldwell, the Public Health Department, and the Chehalis community. City staff continue to make operational modifications to comply with the Governor's decrees, as well as to make sure city staff is staying safe. The city is trying to maintain as many services as possible by phone, email, on-line, and by appointment. The public was strongly encouraged to call city hall before coming to city hall. Credit cards can now be used to pay utility bills. Due dates for utility payments have been extended 30 days. She stated the operational modifications were to protect the public and staff from exposure. She stated things were going well with no staff members testing positive for COVID-19. She stated staff would continue to monitor briefings from the Governor, including the designation of essential services.

City Manager Anderson stated a number of organizations are putting together collections and funds. The Renaissance Team was doing a lot of good work for the business community. She received informal communications from the chamber and the United Way regarding funds they have created in response to the emergency. A formal request to make donations may come. City Manager Anderson stated the city's focus was on municipal services and the resources to maintain those services. She appreciated organizations like the Renaissance Team, United Way, the chamber, and faith-based organizations that were doing things to support the community.

Mayor Dawes stated the Governor just issued a "Stay At Home" order for a minimum of two weeks. Doctor appointments, grocery shopping, biking riding and walks are okay. The order takes effect in 48 hours. He hoped that people would listen to the order. He stated that regardless, we probably had a month to two-month slow down. He very concerned as to what the city's budget was going to look like at the end of the year. He was also worried about the state budget, and the county's budget. He saw this situation as kind of similar to what the city faced back in 2007-2008. He stated recovery would not happen fast.

Councilor Taylor stated Homeland Security put out a memorandum identifying essential critical infrastructure workers and businesses. He asked if the city could send some form of support to the Governor in support of Homeland Security's document. City Manager Anderson stated a letter could be prepared. She stated it would be interesting to see if the recommendations from the Governor were concurrent with the recommendations from Homeland Security.

Mayor Dawes stated we needed to do whatever we could to keep essential businesses open, while weighing against COVID-19.

There being no further business to come before the city council, the meeting was adjourned at 5:48 pm.

Dennis L. Dawes, Mayor

Caryn Foley, City Clerk

Approved:
Initials: _____

**CHEHALIS CITY COUNCIL MEETING
AGENDA REPORT**

TO: The Honorable Mayor and City Council

FROM: Jill Anderson, City Manager

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

MEETING OF: April 13, 2020

SUBJECT: Vouchers and Transfers – Accounts Payable in the Amount of \$400,654.55

ISSUE

City Council approval is requested for Vouchers and Transfers dated March 31, 2020. In addition to the Vouchers and Transfers, approval is requested for voided Check No. 128416, original issue date February 28, 2020 and Check Nos. 128462, 128498, 128509, 128521, 128586 and 128591, original issue date March 13, 2020, which results in an increase to the General Fund balance in the amount of \$4,112.00.

DISCUSSION

The March 31, 2020 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. 128611 -128742 in the amount of \$400,654.55 dated March 31, 2020 and voided Check Nos. 128416, 128462, 128498, 128509, 128521, 128586 and 128591 in the amount of \$4,112.00 for the net total transfer of \$396,542.55 as follows:

- \$ 73,569.45 from the General Fund
- \$ 2,376.68 from Dedicated Street Fund – 4% Sales Tax
- \$ 5,889.21 from the Transportation Benefit District Fund
- \$ 8,017.73 from the LEOFF 1 OPEB Reserve Fund
- \$ 187,794.92 from the Public Facilities Reserve Fund
- \$ 21,782.26 from the Wastewater Fund
- \$ 38,025.17 from the Water Fund
- \$ 4,404.69 from the Storm & Surface Water Utility Fund
- \$ 58,047.26 from the Airport Fund
- \$ 747.18 from the Firemen’s Pension Fund
- \$ 400,654.55 Total Vouchers for March 31, 2020
- \$ <4,112.00> Voided checks for February 28, 2020 and March 13, 2020
- \$ 396,542.55 Net Total Transfers

RECOMMENDATION

It is recommended that the City Council approve the March 31, 2020 Claim Vouchers No. 128611 – 128742 in the amount of \$400,654.55 and voided Check Nos. 128416, 128462, 128498, 128509, 128521, 128586 and 128591 in the amount of \$4,112.00.

SUGGESTED MOTION

I move that the City Council approve the March 31, 2020 Claim Vouchers No. 128611 – 128742 in the amount of \$400,654.55 and voided Check Nos. 128416, 128462, 128498, 128509, 128521, 128586 and 128591 in the amount of \$4,112.00.

**CHEHALIS CITY COUNCIL MEETING
AGENDA REPORT**

TO: The Honorable Mayor and City Council

FROM: Jill Anderson, City Manager

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

MEETING OF: April 13, 2020

SUBJECT: Vouchers and Transfers – Payroll in the Amount of \$874,759.87

ISSUE

City Council approval is requested for Payroll Vouchers and Transfers dated March 31, 2020.

DISCUSSION

The administration requests City Council approval for Payroll Vouchers No. 41239-41270, Direct Deposit Payroll Vouchers No. 11920-12027, Electronic Federal Tax and DRS Pension/Deferred Comp Payments No. 287-290 dated March 31, 2020 in the amount of \$874,759.87, which include the transfer of:

- \$563,448.09 from the General Fund
- \$5,950.10 from the Arterial Street Fund
- \$5,940.00 from the LEOFF1 OPEB Reserve Fund
- \$120,970.39 from the Wastewater Fund
- \$115,939.64 from the Water Fund
- \$28,962.60 from the Storm & Surface Water Utility Fund
- \$33,549.05 from the Airport Fund

RECOMMENDATION

It is recommended that the City Council approve the March 31, 2020 Payroll Vouchers No. 41239-41270, Direct Deposit Payroll Vouchers No. 11920-12027, Electronic Federal Tax and DRS Pension/Deferred Comp Payments No. 287-290 in the amount of \$874,759.87.

SUGGESTED MOTION

I move that the City Council approve the March 31, 2020, Payroll Vouchers No. 41239-41270, Direct Deposit Payroll Vouchers No. 11920-12027, Electronic Federal Tax and DRS Pension/Deferred Comp Payments No. 287-290 in the amount of \$874,759.87.

**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: April 13, 2020

SUBJECT: Engineering Services Agreement with Gibbs and Olson for an Amount Not to Exceed \$152,600 for Design of the Chehalis Avenue Reconstruction Project.

ISSUE

An engineering services agreement with Gibbs and Olson for the SW Chehalis Avenue Reconstruction Project is being presented for City Council's consideration.

DISCUSSION

Gibbs and Olson has been selected to provide design work for the SW Chehalis Avenue Reconstruction Project which involves the section of the street between 3rd and 9th Streets. The project will include roadway replacement, new curb, gutter and sidewalk, limited storm drain improvements, and 8 -inch water line replacement. A contract is being presented which will provide survey and design, and all tasks necessary to provide bid documents, 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 \$152,600 and will not be exceeded without permission from the city. The design work for this project is included in the 2020 Transportation Benefit District budget.

RECOMMENDATION

It is recommended that the City Council approve the engineering services agreement with Gibbs and Olson for an amount not to exceed \$152,600 for design of the SW Chehalis Avenue Reconstruction Project.

SUGGESTED MOTION

I move that the City Council approve the engineering services agreement with Gibbs and Olson for an amount not to exceed \$152,600 for design of the Chehalis Avenue Reconstruction Project.



March 20, 2020

City Manager T. Jill Anderson
City of Chehalis
350 North Market Blvd.
Chehalis, WA 98532

RE: Agreement for Engineering Services – Chehalis Avenue Reconstruction Project

City Manager Anderson:

We are pleased to submit this proposal for Engineering Services for the City's Chehalis Avenue Reconstruction Project. This letter Agreement, together with Exhibits A, B, C and D comprise our proposed Agreement for engineering services related to this project.

AGREEMENT

RELATIONSHIP

For purposes of this contract, the Client shall be the City of Chehalis, Washington and, the Engineer shall be Gibbs & Olson, Inc., Longview, Washington.

PROJECT DESCRIPTION

The Client proposes to reconstruct 1,800 linear feet of paved 26 foot wide paved roadway on Chehalis Avenue from 3rd Street to 9th Street. The project will include full roadway replacement, and incorporate new curb, gutter, sidewalk, limited storm drainage improvements, and 8-inch waterline replacement within the project limits. Storm drainage will consist of catch basins and piping to collect and convey storm drainage to existing culvert crossings and discharge locations. Existing streetlights are located on power poles and will remain where possible. Where power poles are in conflict with the proposed improvements, coordination with Lewis County PUD will take place for relocation of the poles. Curb returns will be designed to be ADA compliant. Consultant 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.

SCOPE OF WORK

The Engineer will provide engineering services required to complete the Scope of Work presented in Exhibit A - Scope of Work of this Agreement.

SCHEDULE

Engineer assumes a signed agreement will be received by March 30, 2020. A mutually agreed upon schedule will be developed between the Client and Engineer. It is anticipated preliminary contract documents will be provided by July of 2020, and final contract documents will be

City Manager Anderson
March 23, 2020
Page 2 of 2

provided to the Client by December 2020, with advertisement and bid opening for January/February 2021.

BUDGET

The estimated budget for the identified Scope of Work is \$152,600 and is presented in detail in Exhibit B - Budget of this Agreement.

Any additional services beyond the identified Scope of Work which may be authorized by the Client will be billed by Engineer based on the Engineer's Standard Rate Schedule contained in Exhibit C of this Agreement.

Engineer will bill the Client monthly for services and project expenses in accordance with Article I in Exhibit D - Agreement General Conditions of this Agreement. Each progress billing will also include a progress report describing work completed during the billing period, work anticipated to be completed in the next billing period, information needed from the Client, and if any out of scope work has been identified or performed.

We propose that this letter, together with attached Exhibits A through D, be our Agreement for services for this project. If you have any questions or would like to discuss this further, please feel free to give us a call. If, however, it is agreeable, we would appreciate receiving a signed and dated copy for our file and we will begin work immediately.

Sincerely,

GIBBS & OLSON, INC.

By Richard A. Gushman
Richard A. Gushman, President

ACCEPTED AND AUTHORIZED THIS _____ DAY OF _____, 2020.

CITY OF CHEHALIS, WASHINGTON

By _____
T. Jill Anderson, City Manager

Attachments:

- Exhibit A – Scope of Work
- Exhibit B – Budget Estimate
- Exhibit C – 2020 Standard Rates
- Exhibit D – General Conditions

**EXHIBIT A
SCOPE OF WORK
CITY OF CHEHALIS
CHEHALIS AVENUE IMPROVEMENTS PROJECT**

PROJECT DESCRIPTION

The Client proposes to reconstruct 1,800 linear feet of paved 26 foot wide paved roadway on Chehalis Avenue from 3rd Street to 9th Street. The project will include full roadway replacement, and incorporate new curb, gutter, sidewalk, limited storm drainage improvements, and 8-inch waterline replacement within the project limits. Storm drainage will consist of catch basins and piping to collect and convey storm drainage to existing culvert crossings and discharge locations. Existing street lights are located on power poles and will remain where possible. Where power poles are in conflict with the proposed improvements, coordination with Lewis County PUD will take place for relocation of the poles. Curb 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.
- 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 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 City is funding the project and separate approval by funding agencies will not be required.
- 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.

DESIGN PHASES ENGINEERING SERVICES

Preliminary Design Phase - Basic Engineering

During this Preliminary Design Phase, The Engineer shall:

- a) Consult with the Client and verify the general scope extent, character and schedule for the project;
- b) Perform a site topographic survey and prepare a site base map;
- c) Perform a geotechnical evaluation to provide pavement section recommendations;
- d) Prepare a Chehalis Flood Authority Flood Plain Construction Permit for submittal by Client.
- e) Research, evaluate and identify preliminary design criteria that will serve as the development strategy and standards for the design;
- f) Research previous sanitary sewer project constructed in Chehalis Avenue to evaluate existing pavement conditions and depth to existing sanitary sewer main;
- g) Attend meeting at Client office to review preliminary layout before proceeding to final design;
- h) Coordinate with Client as appropriate.
- i) Provide Project Administration consisting of the following:
 1. Prepare a monthly narrative progress report and submit to the Client;
 2. Prepare a draft project schedule, review schedule with the Client, adjust as necessary and prepare a final schedule;
 3. Provide updates to the schedule as the project proceeds and inform the Client;
- j) Provide Preliminary Design Phase Deliverables as follows:
 1. Monthly progress report;
 2. Monthly schedule update;
 3. Meeting notes from project meetings;
 4. Geotechnical report.

Final Design Phase - Basic Engineering

During the Design Phase, the Engineer shall:

- a) Prepare final drawings to show the general scope, extent and character of the work to be furnished and performed by Contractor(s) hereinafter called Drawings and Specifications, which will be prepared in conformance with Washington Department of Transportation Standard Specification format. It is anticipated that construction requirements for the project can be shown on approximately 27 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 (5);
 - Intersection Plan Sheets (3);
 - Waterline Plan and Profile Sheets (5);
 - Channelization and Signing Sheets (3);

- Detail sheets (6).
- b) Technical specifications 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 are required 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;
- g) Provide Project Administration consisting of the following:
 1. Prepare monthly narrative progress reports and submit to the Client;
 2. Conduct general correspondence with Client during design to ensure project issues are communicated and to request input from Client as appropriate.
- 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.

BIDDING PHASE ENGINEERING SERVICES

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) Attend pre-bid conference;
- d) Issue an addendum, if required, to identify, clarify, amend or expand the Bidding Documents;
- e) Attend bid opening;

- f) 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.

Exhibit B - Budget
 City of Chehalis
 Chehalis Avenue Reconstruction
 March 20, 2020



Task Description	Principal	Engr. VI	Engr. V	Engr. III	Engr. I	Tech II	Word Processor	2 Man SC	LS	Subcon.	Total Budget
Preliminary Design Phase	8	16	68	100	128	104	8	32	16	\$10,000	\$69,312
Project Management & Administration	2	4	20	8	0	0	0	0	0	\$0	\$5,150
Topographic Survey	0	2	2	0	0	8	0	32	16	\$0	\$9,206
Geotechnical Evaluation	1	0	2	4	4	0	0	0	0	\$10,000	\$12,405
50% Design Drawings & Opinion of Cost	4	8	40	80	116	92	6	0	0	\$0	\$39,082
Roadway	2	2	24	32	56	40	2	0	0	\$0	\$17,970
Intersection/ADA Design	1	2	8	32	32	36	2	0	0	\$0	\$12,565
Waterline	1	4	8	16	28	16	2	0	0	\$0	\$8,547
Preliminary Design Review Meeting	1	2	4	8	8	4	2	0	0	\$0	\$3,469
Final Design Phase	14	22	112	156	216	96	16	0	0	\$0	\$74,964
Meeting with City	4	2	8	8	8	0	4	0	0	\$0	\$4,442
Preparation PS&E Documents	10	20	104	148	208	96	12	0	0	\$0	\$70,522
90% Design Drawings & Opinion of Cost	4	8	48	60	96	56	0	0	0	\$0	\$31,916
90% Specifications	2	6	16	40	40	0	4	0	0	\$0	\$13,100
100% Design Documents & Opinion of Cost	2	4	24	24	40	40	0	0	0	\$0	\$15,582
100% Specifications	2	2	16	24	32	0	8	0	0	\$0	\$9,924
Bid Ad and Award	2	2	4	14	18	2	8	0	0	\$0	\$5,638
Assist in Advertisement for Bids	0	0	0	1	2	0	2	0	0	\$0	\$464
Respond to Contractor Questions	1	1	1	1	2	0	2	0	0	\$0	\$984
Attend Pre-Bid Conference	0	0	0	4	4	0	0	0	0	\$0	\$896
Issue Addenda (2)	1	1	1	2	6	2	2	0	0	\$0	\$1,696
Attend Bid Opening	0	0	0	4	4	0	0	0	0	\$0	\$504
Review Bids and Prepare Recommendation of Award	0	0	2	2	4	0	2	0	0	\$0	\$1,094
Hours Subtotal	24	40	184	270	362	202	32	32	16	\$10,000	\$149,914
Mileage - @ \$0.58/mile			400					360			\$441
GPS Equipment \$35/unit								48			\$1,680
Reproduction											\$350
Miscellaneous Expenses											\$215
TOTAL ESTIMATED BUDGET	24	40	184	270	362	202	32	32	16		\$152,600

Exhibit C
GIBBS & OLSON, INC.
2020 Standard Rate Schedule

<i>Labor Category</i>	Hourly Rate
Principal	\$201
Project Manager	\$183
Engineer VI	\$165
Engineer V	\$154
Engineer IV	\$143
Engineer III	\$126
Engineer II	\$109
Engineer I	\$98
Design Technician II	\$97
Sr. Land Surveyor	\$133
Land Surveyor	\$117
1 Man Survey Crew	\$110
2 Man Survey Crew	\$185
3 Man Survey Crew	\$265
Senior Technician III/Resident Project Representative III	\$101
Senior Technician II/Resident Project Representative II	\$97
Senior Technician I/Resident Project Representative I	\$85
Technician I	\$62
Environmental/Grant/Contract/Financial Specialist	\$120
Administrative Assistant	\$71
<i>Equipment Rates</i>	
Digital Level/Total Station	\$10
Robotic Total Station	\$25
GPS Equipment per unit	\$35
GPS & Sonar	\$95
14' Aluminum Boat w/ Outboard Motor	\$125/Day
Rotohammer & Generator	\$15
Mileage @ Current IRS Rate	\$0.58
Expenses At Cost Plus	10%
Subconsultants	
(Geotech, Elect., Structural, Lab, Etc.) Invoice Plus	10%

Expert Witness Fees are 150% of listed rates above.

Rates subject to change January 1st of following year.

EXHIBIT D GENERAL CONDITIONS

A. HEADINGS

Headings in this Agreement are for convenience only and are not intended to be used in interpreting or construing the terms, covenants, and conditions of this Agreement.

B. STANDARD OF PRACTICE

Services performed by the Engineer under this Agreement will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality and under similar conditions at the time the services are performed. No other representation, expressed or implied, and no warranty or guarantee is included or intended in this Agreement, or in any report, opinion, document or otherwise.

C. MAINTENANCE OF PROFESSIONAL STANDARDS AND ETHICS

The Client recognizes that the Engineer's services in all cases must be rendered in accordance with prevailing professional standards and ethics, as well as certain laws or regulations that apply specifically to the Engineer. If a situation emerges that causes the Engineer to believe compliance with the Client's wishes could result in the Engineer violating an applicable provision or aspect of professional standards or ethics, laws or regulations, the Engineer shall so advise the Client, and the Client and the Engineer shall immediately enter into discussions to arrive at a mutually satisfactory solution. Failing achievement of a solution, either party may terminate this Agreement in accordance with termination provisions stated herein.

D. NO THIRD PARTY BENEFICIARIES

Engineer's services are intended for the Client's sole use and benefit and solely for the Client's use on this Project and shall not create any third party rights. Except as agreed in writing, Engineer's services and work products shall not be used by or relied upon by any other person or entity.

E. ASSIGNMENT

The Engineer shall not assign this Agreement in whole or in part nor subcontract any portion of the work to be performed hereunder, except that the Engineer may use the services of persons and entities not in his or her employ, when it is appropriate and customary to do so. Such persons and entities include, but are not necessarily limited to, specialized consultants, and testing laboratories. The Engineer's use of others for additional services shall not be unreasonably restricted by the Client provided the Engineer notifies the Client in advance.

F. INDEPENDENT CONSULTANT

The Engineer is an independent consultant. The Engineer and Engineer's employees or agents performing work under this Agreement are not employees or agents of the Client. The Engineer will not hold itself out as nor claim to be an officer or employee of the Client. The Engineer will not make any claim of right, privilege, or benefit which would accrue to an employee of Client under law. The Client shall neither be liable for nor obligated to pay sick leave, vacation pay, or any other benefit of employment, nor to pay any social security or other payroll taxes as due. Industrial or any other insurance which is purchased for the benefit of the Engineer shall not be deemed to convert this Agreement to an employment contract.

It is recognized that the Engineer may or will be performing professional services during the term for other parties and that the Client is not the exclusive user of the Engineer's services; provided, however, that the performance of other professional services shall not conflict with or interfere with the Engineer's ability to perform the services to be performed under this Agreement.

G. INSURANCE

1. The Engineer maintains: 1) worker's compensation and employer's liability insurance of a form and in an amount as required by state law; 2) comprehensive general liability and automotive liability insurance; and 3) professional liability insurance to cover negligent errors or omissions for which the Engineer becomes legally obligated to pay. Certificates of Insurance (COI) shall be provided to the Client upon request. The Client will be named as an additional insured if required on the comprehensive general liability and automotive liability insurance policies.
2. Client agrees to require Engineer and any Subconsultants, subcontractors or third parties utilized by Engineer to be named as additional insureds for all insurance policies related to this Project carried by contractors, subcontractors and suppliers on which Client has been or will be named as an additional insured.

H. INDEMNIFICATION

The Engineer agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Client, its officers, directors and employees (collectively, Client) against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, to the extent caused by the Engineer's negligent performance of professional services under this Agreement and that of its subconsultants or anyone for whom the Engineer is legally liable.

The Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Engineer, its officers, directors, employees and subconsultants (collectively, Engineer) against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, to the extent caused by the Client's negligent acts in connection with the Project and the acts of its contractors, subcontractors or consultants or anyone for whom the Client is legally liable.

Neither the Client nor the Engineer shall be obligated to indemnify or defend the other party in any manner whatsoever for the other party's own negligence.

The provisions of this section shall survive the expiration or termination of this Agreement.

I. BILLING AND PAYMENT

1. BUDGET FOR SERVICES

The budget estimate included in this proposal is only for those services identified within the attached scope of work. The budget and proposed scope of work are based on information currently available to the Engineer. If conditions change, unforeseen circumstances are encountered, or work efforts are redirected, the budget estimate may require modification. Similarly, if the work efforts are completed quicker than the time estimated or direct expenses are less than estimated, the Engineer will bill the Client only for the time or expense encountered.

Monthly billings will be submitted on a time and materials basis but will not exceed the estimated budget for the identified Scope of Work without the Client's prior authorization. For projects that extend beyond the calendar year in which the Agreement is executed was executed, the Engineer's billing rates are subject to adjustment each January.

2. REIMBURSABLE EXPENSES

Expenses incurred in connection with project tasks such as out-of-town subsistence, long distance telephone, reproduction costs and similar, will be invoiced at direct cost plus Ten (10%) percent. Mileage will be invoiced at the current IRS rate per mile.

3. SERVICES BY OTHERS

If this project requires the specialized services of consultants and other technical companies, then such services will be utilized only with the Client's written approval, with the cost of such services included at the invoice cost plus Ten (10%) percent.

4. INVOICES.

The Engineer will submit invoices to Client on a monthly basis and a final bill upon completion of services. Payment is due upon receipt of the invoice and is past due Thirty (30) days after the invoice date. Client agrees that the invoice balance is correct unless Engineer is notified in writing within Fourteen (14) days of the invoice date. In the event of a disputed or contested billing, only that portion so contested will be withheld from payment, and the undisputed portion will be paid. The Client will exercise reasonableness in contesting any bill or portion thereof. No interest will accrue on any contested portion of the billing until it is mutually resolved.

A service charge of 12% per annum (1% per month) will be added on all unpaid balances over Sixty (60) days old. If the account becomes delinquent, Engineer will perform no further services on the project until the Client pays the outstanding balance plus applicable interest or, at the Engineer's sole discretion, until satisfactory written payment arrangements have been made between the Engineer and the Client.

J. CHANGES IN THE AGREEMENT

If during the course of performance of this Agreement, the Client requests additional services to be performed, or if conditions or circumstances are discovered which were not contemplated by the Engineer at the commencement of this Agreement, then the Engineer shall notify the Client in writing of the additional services to be performed or the newly discovered conditions or circumstances. The Client and Engineer shall renegotiate in good faith, the budget, schedule and other applicable conditions of this Agreement. Unless otherwise agreed to, the Client and Engineer shall have Thirty (30) days after the notice to reach agreement on the amended terms and conditions.

K. RIGHT OF ENTRY

The Client shall provide for right of entry to the project site. Such right of entry shall be for the Engineer and others, and necessary equipment in order for the Engineer to fulfill the scope of services indicated in this Agreement. While the

Engineer will take all reasonable precautions to minimize damage to the property, the Client understands that in the normal course of work some damage may occur, the correction of which is not part of this Agreement.

L. OPINION OF CONSTRUCTION COST

The Engineer shall submit to the Client an opinion of the probable cost required to construct work recommended, designed, or specified by the Engineer. The Engineer is not a construction cost estimator or construction contractor, nor should the Engineer's rendering an opinion of probable construction costs be considered equivalent to the nature and extent of service a construction cost estimator or construction contractor would provide. The Engineer's opinion will be based solely upon his or her own experience with construction. This requires the Engineer to make a number of assumptions as to actual conditions that will be encountered on site; the specific decisions of other design professionals engaged; the means and methods of construction the contractor will employ; the cost and extent of labor, equipment and materials the contractor will employ; contractor's techniques in determining prices and market conditions at the time, and other factors over which the Engineer has no control. Given the assumptions which must be made, the Engineer cannot guarantee the accuracy of his or her opinion of cost, and, in recognition of that fact, the Client waives any claim against the Engineer relative to the accuracy of the Engineer's opinion of probable construction cost.

M. OWNERSHIP OF DOCUMENTS

All reports, field data, field notes, test data, calculations, Drawings, specifications, cost opinions, quantity estimates, electronic files, and other documents (Document) prepared by the Engineer are instruments of service and the Engineer retains an ownership and property interest (including the copyright, if applicable, and the right of reuse) in such Documents, whether or not the Project is completed. Upon payment in full to Engineer, Engineer grants Client a license to use the Documents on the project and extensions of the project, subject to the following limitations: 1) Client may make and retain copies of Documents for information, reference and submittal to regulatory agencies; 2) Client acknowledges that such Documents are not intended or represented to be suitable for use on the Project unless completed by Engineer; 3) any reuse or modification of the Documents by any party other than Engineer is at Client's sole risk and without any liability whatsoever to Engineer; and 4) Client shall defend, indemnify and hold harmless Engineer from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from any use of Documents other than completion of the specific Project for which they were prepared.

N. DISPUTES

In the event of a dispute arising under this Agreement and if the dispute cannot be settled through direct discussions, the parties agree to first attempt to settle the dispute by non-binding mediation before recourse to a judicial forum. If the dispute is settled by litigation, the substantially prevailing party shall be awarded its reasonable costs incurred, including staff time at current billing rates, court costs, expert witness fees, attorney's fees upon trial, or appeal, collection or lien fees, late payment charges and interest, and other claim related expenses. Venue for any litigation shall be the Superior Court of the County in which the project is located.

O. TERMINATION

The Client may terminate this Agreement by giving the Engineer Thirty (30) days written notice. The Client or the Engineer may terminate this Agreement for reasons identified elsewhere in the Agreement or for other reasons which may arise.

Either party may terminate this Agreement if either party fails substantially to perform through no fault of the other and does not commence correction of such nonperformance within Five (5) workdays of written notice and diligently complete the correction thereafter. If corrective action is not taken within Five (5) workdays, termination will become effective Fourteen (14) calendar days after receipt of the termination notice.

Irrespective of which party shall effect termination or the cause therefore, or if the Client suspends work on the project for more than three (3) months, the Client shall within Thirty (30) calendar days of termination or suspension remunerate the Engineer for services rendered and costs incurred, in accordance with the Engineer's prevailing fee schedule and expense reimbursement policy. Services shall include those rendered up to the time of termination or suspension, as well as those associated with termination or suspension itself, such as demobilizing, modifying schedules, reassigning personnel, and so on. Costs shall include those incurred up to the time of termination or suspension, as well as those associated with termination or suspension and post-termination or suspension activities.

P. GOVERNING LAW

Unless otherwise provided in an addendum, the laws of the state in which the project takes place will govern the validity of this Agreement, its interpretation and performance, and remedies for contract breach or any other claims related to the Agreement. Venue for any litigation shall be the Superior Court in which the project is located.

Q. SEVERABILITY

The Client and the Engineer have entered into this Agreement of their own free will, to communicate to one another mutual understandings and responsibilities. Any element of this Agreement later held to violate a law or regulation shall be deemed void, and all remaining provisions shall continue in force. However, the Client and the Engineer will in good faith attempt to replace an invalid or unenforceable provision with one that is valid and enforceable, and which comes as close as possible to expressing or achieving the intent of the original provision.

R. INTEGRATION

This Agreement, including attachments incorporated herein by reference, comprises a final and complete repository of understandings between the Client and the Engineer. It supersedes all prior or contemporaneous communications, representations, or agreements, whether oral or written, relating to the subject matter of this Agreement. Each party has advised the other to read this document thoroughly before accepting it to help assure it accurately conveys meanings and intents. Acceptance of this Agreement as provided for signifies that each party has read the document thoroughly and has had any questions or concerns completely explained by independent counsel and is satisfied. The Client and the Engineer agree that modifications to this Agreement shall not be binding unless made in writing and signed by an authorized representative of each party.

S. SERVICES FOR GEOTECHNICAL SUBCONSULTANT

The following special Conditions of Employment shall also apply to this geotechnical subcontract.

1. Client recognizes that subsurface conditions may vary from those encountered at the location where borings, surveys or explorations are made by the Engineer and that the data, interpretations and recommendations of the Engineer are based solely on the information available to it. The Engineer will be responsible for those data, interpretations and recommendations but shall not be responsible for the interpretation by others of the information developed.
2. Hazardous materials may exist at a site where there is no reason to believe they could or should be present. Client agrees that the discovery of unanticipated hazardous materials constitutes a changed condition mandating a re-negotiation of the scope of work or termination of services. Client agrees to compensate for the additional cost of working to protect employees and the public's health and safety. In addition, Client waives any claim against Engineer and Engineer's geotechnical subconsultant, and agrees to defend, indemnify, and save Engineer and Engineer's geotechnical subconsultant harmless from any claim or liability for injury or loss arising from discovery of unanticipated hazardous materials or suspected hazardous materials. Client also agrees to compensate Engineer and Engineer's geotechnical subconsultant for any time spent and expenses incurred by Engineer and Engineer's geotechnical subconsultant in defense of any such claim.
3. Owner recognizes that it is impossible to know the exact composition of a site's subsurface even after employing the most comprehensive exploratory program reasonably possible. As a result, there is a risk that sampling may result in contamination of certain subsurface areas, as when a probe or boring device moves through a contaminated area, linking it to an aquifer or other hydrous body not previously contaminated and capable of spreading hazardous materials offsite. Because nothing can be done to prevent such an occurrence, and because such sampling is a necessary aspect of the work which will be performed for Client's benefit, Client waives any resulting claim against Engineer and agrees to defend, indemnify, and save Engineer harmless from any claim or liability for injury or loss which may arise as a result of cross-contamination caused by sampling. Client further agrees to fairly compensate Engineer as outlined herein for any time spent or expenses incurred by Engineer and Engineer's geotechnical subconsultant in defense of any such claim.
4. In the prosecution of the work, Engineer will take reasonable precautions to avoid damage or injury to subterranean structures and utilities. The Client agrees to hold Engineer harmless for any damages to subterranean structures and utilities which are not called to Engineer's attention and correctly shown on the drawings furnished.
5. All samples of soil and rock will be discarded Thirty (30) days after submission of the report or completion of work, unless Client advises otherwise. Further storage or transfer of samples can be made at Client's expense upon written request. Any and all samples of soil, rock, and water obtained from the project that are contaminated by hazardous substances shall remain property of the Client, and the Client shall be responsible for proper transportation and disposal of same with appropriate licensed parties.
6. Any groundwater monitoring piezometers installed in borings as part of the geotechnical scope of work shall be installed and removed by Engineer in accordance with all applicable Washington State Department of Ecology rules and regulations unless the removal of such piezometers is specified to be performed by the construction contractor in the construction contract documents.

T. AGREEMENT DOCUMENTS

Letter Agreement signed by Client and Engineer

Exhibit A - Scope of Work

Exhibit B - Budget

Exhibit C - Standard Rates

Exhibit D - General Conditions

Each individual executing this Agreement on behalf of the Client and the Engineer represents and warrants that such individuals are duly authorized to execute and deliver this Agreement on behalf of the Client or the Engineer.

The exchange of copies of this Agreement and of signature pages by facsimile transmission (whether directly from one facsimile device to another by means of a dial-up connection or whether mediated by the worldwide web), by electronic mail in "portable document format" (.pdf) form, or by any other electronic means intended to preserve the original graphic and pictorial appearance of a document, or by a combination of such means, shall constitute effective execution and delivery of this Agreement as to the parties and may be used in lieu of an original Agreement for all purposes.

Signatures of the parties transmitted by facsimile or by electronic mail in .pdf form shall be deemed to be their original signatures for all purposes.

U. LIMITATION OF LIABILITY

The Engineer shall not be liable for loss or damage occasioned by delays beyond Engineer's control, or for loss of earnings, loss of use or other incidental or consequential damages suffered by Client or others, however caused.

Engineer's liability hereunder, whether in tort or in contract, for any cause of action, inclusive of legal costs, shall be limited as follows: (a) for insured liabilities arising out of Engineer's negligence, to the lesser of 1) the amount of insurance then available to fund any settlement, award or verdict, or 2) to 100 percent (100%) of the fee earned by Engineer under this Agreement; (b) for uninsured liabilities, to 100 percent (100%) of the fee earned by Engineer under this Agreement.

V. LIMITATION OF ACTIONS

All causes of action between the parties to this Agreement pertaining to any acts or failures to act shall be deemed to have accrued and the applicable statute of limitations starts to run no later than the last performance of professional services performed by the Engineer under this Agreement, including any steps or phases provided.