

CHEHALIS CITY COUNCIL AGENDA

CITY HALL
350 N MARKET BLVD | CHEHALIS, WA 98532

Jerry Lord, District 1 Daryl J. Lund, District 2, Mayor Pro Tem Dr. Isaac S. Pope, District 4	Dennis L. Dawes, Position at Large Mayor	Anthony E. Ketchum Sr., District 3 Robert J. Spahr, Position at Large Michael Bannan, Position at Large
---	---	---

Regular Meeting of Monday, August 9, 2021 5:00 pm

- | |
|--|
| <ol style="list-style-type: none"> 1. <u>Call to Order.</u> (Mayor Dawes) 2. <u>Pledge of Allegiance.</u> (Mayor Dawes) 3. <u>Approval of Agenda.</u> (Mayor Dawes) |
|--|

CITIZENS BUSINESS (PUBLIC COMMENT)
Individuals wishing to provide public comments in general and on agenda items should submit comments by 4:00 pm on the day of the meeting. All comments received will be acknowledged by the Mayor under Citizens Business of this meeting agenda. Please use the following form to submit comments – https://www.ci.chehalis.wa.us/contact . If you do not have computer access or would prefer to submit a comment verbally, please contact City Clerk Kiley Franz at 360-345-1042 or at kfranz@ci.chehalis.wa.us . Public comments will be limited to five (5) minutes.

ITEM	ADMINISTRATION RECOMMENDATION	PAGE
CONSENT CALENDAR		
4. <u>Minutes of the Regular City Council Meeting of July 26, 2021.</u> (City Clerk)	APPROVE	1
5. <u>Vouchers and Transfers – Accounts Payable in the Amount of \$417,146.81 Dated July 30, 2021.</u> (City Manager, Finance Director)	APPROVE	4
6. <u>Vouchers and Transfers – Payroll in the Amount of \$915,089.14 Dated July 30, 2021.</u> (City Manager, Finance Director)	APPROVE	6

Consent Calendar Continued on the Next Page

ITEM	ADMINISTRATION RECOMMENDATION	PAGE
CONSENT CALENDAR (CONTINUED)		
7. <u>Resolution No. 12-2021 – First and Final Reading, Rescinding November 2, 2021 General Election Ballot for the EMS Levy.</u> (City Manager, Fire Chief)	ADOPT	7
8. <u>Continuation of Professional Services Agreement with Pacific Testing and Inspection, Inc., for Building Permit Services and Special Inspections.</u> (City Manager, Planning and Building Manager)	APPROVE	9

ITEM	ADMINISTRATION RECOMMENDATION	PAGE
NEW BUSINESS		
9. <u>Riverside Force Main Replacement Project – Construction Budget Adjustment to Accept the Project as Complete.</u> (City Manager, Public Works Director, Wastewater Superintendent)	APPROVE	37
10. <u>Temporary Fire Station Update – Request for Additional Budget Authority for Site Preparation Work and Required Additional Components of the Temporary Apparatus Bay.</u> (City Manager, Fire Chief)	APPROVE	43
11. <u>Lodging Tax Advisory Committee – Reviewing Committee Size and Terms.</u> (City Manager, City Clerk)	APPROVE	48

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

EXECUTIVE SESSION		
14. Pursuant to RCW:		
a. 42.30.110(1)(c) – Sale/Lease of Real Estate		
b. 42.30.110(1)(i) – Litigation/Potential Litigation		

**THE CITY COUNCIL MAY ADD AND TAKE ACTION ON OTHER ITEMS NOT LISTED ON THIS AGENDA.
NEXT REGULAR CITY COUNCIL MEETING IS MONDAY, AUGUST 23, 2021.**

Chehalis City Council
Meeting Minutes
July 26, 2021

The Chehalis City Council met in regular session on Monday, July 26, 2021. Mayor Dennis Dawes called the meeting to order at 5:00 pm with the following members present: Tony Ketchum, Daryl Lund, Dr. Isaac Pope, and Bob Spahr. Councilor Daryl Bannan participated via Zoom; Councilor Jerry Lord was absent, excused. Staff present included: Jill Anderson, City Manager; Kiley Franz, City Clerk; Tedd Hendershot, Fire Chief; Erin Hillier, City Attorney; Randy Kaut, Interim Police Chief; Devlan Pool, Wastewater Superintendent; Brandon Rakes, Airport Operations Coordinator; Chun Saul, Finance Director; Glenn Schaffer, HR/Risk Manager; Dave Vasilauskas, Water Superintendent; and Celest Wilder, Engineering Technician II. Members of the news media included: Eric Rosane from *The Chronicle*.

1. **Approval of Agenda.** A motion to approve the agenda was made by Councilor Ketchum. The motion was seconded by Councilor Pope and carried unanimously.

2. **Citizens Business.**

- a. Leah Vanesse expressed concerns regarding the current length of time fireworks were allowed in city limits. Councilors Pope and Bannan agreed with Ms. Vanesse that one day of fireworks would be appropriate; Councilor Ketchum disagreed. Mayor Dawes informed Ms. Vanesse that a year's notice to citizens regarding any change to fireworks regulations was required; the Council would like to revisit this subject at a later date.

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

- a. Minutes of the regular City Council meeting of July 12, 2021; and
- b. July 15, 2021 Claim Vouchers No. 132125 – 132232 and Electronic Funds Transfer Check Nos. 1410 – 1435, and 16 – 17 in the amount of \$365,900.22; and voided check number 132086 in the amount of \$89.34; for a net total of \$365,810.88; and
- c. Resolution No. 11-2021, first reading – correcting duplicate resolution numbers; and
- d. Coronavirus response and relief supplemental appropriations act (CRRSA) grant for airports through the new airport coronavirus response grant program (ACRGP) – acceptance of grant funds.

The motion was seconded by Councilor Lund and carried unanimously.

4. **Northwest Pacific Avenue Reconstruction Project – Construction Budget Amendment.** City Manager Anderson informed the Council that this project was prompted by a failing stormwater line and an aging water line; many utilities will be replaced during this project. The original construction budget was \$1,523,500; the contingency budget for this project was a little over \$138,000. An increase in the contingency budget is needed due to unsuitable soft clay found during the demolition process. Geotechnical work was performed in 2018, but the readings did not show the soft clay material. The change order required for this correction is \$204,310, which exceeds the original contingency. A request for additional authority to cover this change order and others that may arise is requested in the amount of \$290,371.14.

Councilor Spahr asked how much the two driveways cancelled in the current project would cost in a future project. Bob Balmelli of RB Engineering, engineer for the project, explained that the two driveways would not be replaced by the City. Councilor Spahr asked why the geotechnical survey missed the soft clay material. Bob Balmelli explained that the locations in which the borings for the geotechnical work did not show the soft clay materials.

Mayor Dawes asked staff to look into the feasibility of recovering funds due to incorrect geotechnical work. Councilor Pope asked if the geotechnical firm bid for the project, Bob Balmelli informed them that Trent Loughheed, Public Works Director, likely hired them from the MRSC roster; Councilor Pope expressed a desire to remove the company from the list in the future. City Manager Anderson will consult with the city attorney on the matter.

A motion to increase the total construction budget for the NW Pacific Avenue Reconstruction to \$1,675,331.14, to include a revised contingency budget of \$290,371.14; and authorize the City Manager to approve change orders that do not exceed the revised construction budget, including Change Order 2, was made by Councilor Spahr. The motion was seconded by Councilor Ketchum and carried five to one. Councilor Pope disapproved.

5. Northwest Pacific Avenue Reconstruction Project – Amendment to Contract with RB Engineering for Additional Services. City Manager Anderson informed the Council that the city had contracted with RB Engineering for the Northwest Pacific Avenue Reconstruction Project in 2018. Due to the retirement and continued vacancy of the Street/Stormwater Superintendent, additional services are necessary, for example: contractor meetings, meeting minutes, providing pay estimates, reviewing certified payroll, preparing and issuing change orders, and reviewing special inspection and testing reports.

A motion to approve the additional engineering services agreement with RB Engineering for the amount of \$27,650 for construction engineering services for the Northwest Pacific Avenue Reconstruction Project was made by Councilor Pope. The motion was seconded by Councilor Spahr and carried unanimously.

6. Snively Avenue Roadway Utility and Reconstruction Project – Amendment to Contract with RB Engineering for Additional Services. City Manager Anderson explained that this project was to replace utilities on Snively Avenue between 16th Street and BNSF railway. Additional engineering services are needed that exceed the previous budget authority granted by the Council in May of 2020. An allocation for additional engineering and testing services is needed.

A motion to authorize the City Manager to amend the contract with RB Engineering for services related to the Snively Avenue Roadway Utility and Reconstruction Project and authorize additional work in the amount of \$10,250 to bring the total contract amount to \$93,060 was made by Councilor Spahr. The motion was seconded by Councilor Pope and carried unanimously.

7. Administration Reports.

- a. **City Manager Update.** City Manager Anderson thanked the community for their patience and flexibility through the duration of the construction projects. She reminded the Council that Music in the Park would take place on July 30th, a celebration for the opening of Penny Playground will take place on August 6th at 5:30 P.M., and a fundraiser for Lintott/Alexander Park will take place on July 30th. Strategic planning will take place on Tuesday, November 9, 2021.
- b. **Second Quarter Finance Report.** Chun Saul provided a second quarter financial report. The City's general fund revenue has collected 56.7% of the 2021 budget; the revenues exceed the six-month target amount by approximately \$704,000. Many fees, such as those for recreation programs, are below the targeted amount. Expenditures for the general fund are at 48.4% of the budgeted amount. Utility revenues are slightly below 50%, overall expenditures are at 38.8% of the overall budgeted amount for 2021. The airport fund revenues are at 45.2% of the target budget, which is mostly related to grant revenue. Over all city funds, total revenue is at 56.7% of the estimated 2021 budget, and a little less than 41% for expenditures.

The City of Chehalis has been allocated \$2,136,599, which the city will receive in two equal installments. Restrictions apply to these funds: mitigation for the COVID-19 public health crisis, premium pay to essential workers, provision of governmental services to the extent of revenue laws, and investment in infrastructure. Potential uses for these funds will be brought before the Budget Committee and the Council for review.

Councilor Lund asked if City Manager Anderson had received any useful information with the Lewis County EDC regarding these funds. City Manager Anderson stated that it was a very productive meeting and believes that working with other governmental agencies to provide necessary resources will be very helpful.

8. Councilor Reports/Committee Updates.

- a. **Councilor Pope.** Councilor Pope asked if the house at NW West Street and Rhode Island was safe and if it met the requirements through the Development Review Committee. Celest Wilder, Engineering Technician II, who previously worked for the Community Development department, explained that the building plans were reviewed and the foundation was approved. Beyond the foundation and framing, she was not involved in the inspection process.

- b. **Mayor Dawes.** Mayor Dawes attended a budget committee meeting and will be attending another one on August 10, 2021 to review the ARPA funds. He attended a business after hours for the Visiting Nurses had a good turn out and there was a large group for the golf tournament the following day. He also attended the APRA fund meeting regarding the infrastructure initiative; which hopes to enable cities and the county to work together on major infrastructure projects. Mayor Dawes noted that the EMS levy was on the ballot for the August primary election and thanked the local IAFF for the signs they provided supporting the EMS levy.

9. **Executive Session.** Mayor Dawes announced the council would take a short recess and then be in executive session pursuant to RCW 42.30.110(1)(c) – Sale/Lease of Real Estate and RCW 42.30.140(4)(b) – Collective Bargaining, not to exceed 6:45 pm and there may be action taken following conclusion of the executive session. Mayor Dawes closed the regular meeting at 6:13 pm. and the executive session began at 6:17 pm. At 6:45 pm, the executive session was extended until 7:00 pm. Following conclusion of the executive session at 7:00 pm, the regular meeting was reopened.

10. **Second Addendum to the Lease with SERJ Car Wash, LLC Db a Glint Car Wash.** Brandon Rakes informed the Council that the original agreement with SERJ Car Wash stated that they must begin construction by a certain date, which has expired. An extension until September 30, 2021 is being sought by SERJ Car Wash. This extension would cause no fiscal impact to the City of Chehalis.

A motion to approve the addendum to the ground lease with SERJ Car Wash, LLC Db a Glint Car Wash and authorize the City Manager to execute the documents was made by Councilor Ketchum. The motion was seconded by Councilor Pope and carried unanimously.

There being no further business, the meeting was adjourned at 7:02 pm.

Dennis L. Dawes, Mayor

Kiley Franz, 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: August 9, 2021

SUBJECT: Vouchers and Transfers – Accounts Payable in the Amount of \$417,146.81

ISSUE

City Council approval is requested for Vouchers and Transfers dated July 30, 2021.

DISCUSSION

The July 30, 2021 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 Replacement Check Nos. 132233 – 132237, Claim Vouchers No. 132238 – 132328 and Electronic Funds Transfer Check Nos. 1436 – 1476, 18 and 19 in the amount of \$418,120.80 dated July 30, 2021 and voided Check Nos. 132086 and 132218 in the amount of \$973.99 for the net total of \$417,146.81 as follows:

- \$ 75,847.66 from the General Fund
- \$ 3,012.46 from the Dedicated Street Fund – 4% Sales Tax
- \$ 4,999.59 from the Arterial Street Fund
- \$ 192,853.58 from the Transportation Benefit District Fund
- \$ 18,433.26 from the Tourism Fund
- \$ 2,200.20 from the LEOFF 1 OPEB Reserve Fund
- \$ 10,542.49 from the Public Facilities Reserve Fund
- \$ 16,941.91 from the Wastewater Fund
- \$ 16,342.86 from the Water Fund
- \$ 4,050.89 from the Storm & Surface Water Utility Fund
- \$ 72,307.93 from the Airport Fund
- \$ 301.47 from the Firemen’s Pension Fund
- \$ 286.50 from the Custodial Other Agency Fund
- \$ 418,120.80 Total Vouchers for July 30, 2021
- \$ <973.99> Voided checks for July
- \$417,146.81 Net Total Transfers

RECOMMENDATION

It is recommended that the City Council approve the July 30, 2021 Replacement Check Nos. 132233 – 132237, Claim Vouchers No. 132238 – 132328 and Electronic Funds Transfer Check Nos. 1436 – 1476, 18

and 19 in the amount of \$418,120.80 and voided Check Nos. 132086 and 132218 in the amount of \$973.99 for net total transfer of \$417,146.81.

SUGGESTED MOTION

I move that the City Council approve the July 30, 2021 Replacement Check Nos. 132233 – 132237, Claim Vouchers No. 132238 – 132328 and Electronic Funds Transfer Check Nos. 1436 – 1476, 18 and 19 in the amount of \$418,120.80 and voided Check Nos 132086 and 132218 in the amount of \$973.99 for the net total transfer of \$417,146.81.

**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: August 9, 2021

SUBJECT: Vouchers and Transfers – Payroll in the Amount of \$915,089.14

ISSUE

City Council approval is requested for Payroll Vouchers and Transfers dated July 30, 2021.

DISCUSSION

The administration requests City Council approval for Payroll Vouchers No. 41725-41757, Direct Deposit Payroll Vouchers No. 13669-13804, Electronic Federal Tax and DRS Pension/Deferred Comp Payments No. 351-355 dated July 30, 2021, in the amount of \$915,089.14, which include the transfer of:

- \$648,519.06 from the General Fund
- \$4,345.85 from the Arterial Street Fund
- \$5,197.50 from the LEOFF1 OPEB Reserve Fund
- \$97,604.86 from the Wastewater Fund
- \$109,806.27 from the Water Fund
- \$17,620.68 from the Storm & Surface Water Utility Fund
- \$31,994.92 from the Airport Fund

RECOMMENDATION

It is recommended that the City Council approve the July 30, 2021 Payroll Vouchers No. 41725-41757, Direct Deposit Payroll Vouchers No. 13669-13804, Electronic Federal Tax and DRS Pension/Deferred Comp Payments No. 351-355 in the amount of \$915,089.14.

SUGGESTED MOTION

I move that the City Council approve the July 30, 2021 Payroll Vouchers No. 41725-41757, Direct Deposit Payroll Vouchers No. 13669-13804, Electronic Federal Tax and DRS Pension/Deferred Comp Payments No. 351-355 in the amount of \$915,089.14.

**CHEHALIS CITY COUNCIL MEETING
AGENDA REPORT**

TO: The Honorable Mayor and City Council

FROM: Jill Anderson, City Manager

BY: Kiley Franz, City Clerk

MEETING OF: August 9, 2021

SUBJECT: Resolution No. 12-2021 – First and Final Reading, Rescinding November 2, 2021
General Election Ballot for EMS Levy

ISSUE

The EMS levy no longer needs to be placed on the November general election ballot.

DISCUSSION

On April 12, 2021, the council passed Resolution No. 5-2021 and Resolution No. 6-2021 to place the EMS levy on the primary and general election ballots, respectively. The deadline for submitting the resolution for the November 2, 2021 general election was on August 3, 2021, which was the date for the primary election, so both resolutions were approved to ensure a second chance if the measure was not passed in the August primary election.

The EMS levy passed in the primary election and is no longer necessary for the November general election. According to the Lewis County Elections Office, a resolution is needed to remove this measure from the general election ballot no later than August 10, 2021. Resolution No. 12-2021 has been created to comply with this requirement.

FISCAL IMPACT

There is no fiscal impact related to this resolution.

RECOMMENDATION

It is recommended that the City Council adopt Resolution No. 12-2021.

SUGGESTED MOTION

I move that the City Council adopt Resolution No. 12-2021.

RESOLUTION NO. 12-2021

**A RESOLUTION OF THE CITY OF CHEHALIS, WASHINGTON,
REMOVING THE EMS LEVY FROM THE NOVEMBER GENERAL
ELECTION BALLOT.**

WHEREAS, the City of Chehalis, Washington, submitted Resolution No. 6-2021, a Resolution of the City of Chehalis, Washington, authorizing the submission of a ballot proposition for an Emergency Medical Services levy to the voters of Chehalis, on April 12, 2021 for the November 2, 2021 general election; and

WHEREAS, the voters of the City of Chehalis, Washington, passed the Emergency Medical Services Levy during the primary election on August 3, 2021; and

WHEREAS, it is no longer necessary for the Emergency Medical Services levy to be placed on the November 2, 2021 general election ballot;

**THE CITY COUNCIL OF THE CITY OF CHEHALIS, WASHINGTON, DOES HEREBY
RESOLVE AS FOLLOWS:**

Section 1. The proposition shall no longer be submitted to the qualified electors of the City of Chehalis, Washington, for their approval at the election held on November 2, 2021, during the voting period provided by law.

ADOPTED by the City Council of the city of Chehalis, Washington, and **APPROVED** by its Mayor, at a regularly scheduled open public meeting thereof this 9th day of August, 2021.

Dennis L. Dawes, Mayor

Attest:

Kiley Franz, City Clerk

Approved as to form and content:

Erin Hillier, City Attorney

**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: August 9, 2021

SUBJECT: Continuation of Professional Services Agreement with Pacific Testing and Inspection, Inc., for Building Permit Services and Special Inspections

ISSUE

The City is in continuing need of building official, plan reviewer, and inspection services to supplement existing staff during this time of what appears to be an unprecedented interest in building in the City's Urban Growth Area, as well as reinvestment in City limits to renovate existing commercial and residential properties.

DISCUSSION

In 2020, the City issued 184 building permits. As of June 2021, the City issued 129 permits, setting the City on track to exceed 2020 permitting demand, which was also a very busy year. These permits need plan review, inspections, or both to ensure that all work is done in compliance with the adopted building code, applicable state regulations, and for public safety. Using an experienced building official is important to help make this process as smooth as possible for all involved, including contractors, business owners, and residents.

In April of 2020, at the beginning of the 2020 construction season, the City needed a building official, plan reviewer, and inspector to fill a vacancy. Because the need was immediate, staff reached out to Pacific Testing and Inspection, LLC (PTI) for assistance. Since that time, the City has experienced several prolonged staff vacancies. PTI has been providing the City with building services since May 2020 to fill in the staffing gaps and help meet the high demand for building and planning services that has continued even through the COVID-19 Pandemic. LG Nelson has been our primary contact with the company and the primary provider of services since that time.

LG Nelson, Building Official, provides 40 years of experience as both a building official and as a contractor. He is certified as a:

- Residential plans examiner and inspector
- Commercial plans examiner and inspector
- Certified residential and commercial plumbing inspector
- Certified Building Official

These are just highlights of Mr. Nelson's resume, which is attached to provide you additional information on his certifications and qualifications.

His unique blend of experience, both on the private side of development and public side, allows him to work with contractors to find the most expedient and cost-effective way to move a project forward. His

experience also provides the City with an opportunity to train the recently hired staff in the Planning and Building Department, so that they can have the opportunity to learn how to do the work correctly. Mr. Nelson doesn't just tell us to do something, he teaches all of us why it is done that way.

Mr. Nelson also uses his experience and knowledge to work with contractors and developers to identify ways to meet code requirements even when they are not obvious. This solution-oriented approach is very helpful and an excellent example for the new members of the Department.

Pacific Testing and Inspections also brings expertise in geotechnical and soils work as well as field inspections. Their staff consists of a soils expert, geo-engineer, building expert, and structural field inspectors. Their lab and office are in Centralia, making them very responsive when needed in the field for last minute inspections or changes.

Mr. Nelson and PTI have a demonstrated history of providing exceptional customer service. Local developers consistently reach out to PTI for soils analysis and our local contractors voice genuine pleasure in working with Mr. Nelson.

In addition to the building services we currently use from Pacific Testing and Inspection, the City needs special inspections to ensure the work we have done at the temporary fire apparatus bay, which is currently in construction, meets acceptable standards. These special inspections are required by the International Building Code and require that the property owner procure these services, providing a level of quality control not otherwise realized. PTI is also assisting the Airport with the State Stormwater monitoring requirements.

It is also important to note that by utilizing services from PTI the City has built in flexibility with staffing. If permits drop off, the City is under no obligation to use the services.

PROPOSED CONTRACT TERMS

The Proposed Contract, which is attached, includes standard terms for a professional services contract, including, but not limited to: fee schedule, payment timelines, insurance requirements, indemnification language, non-discrimination requirements, and termination. The City Attorney has reviewed the contract.

FISCAL IMPACT

The current and proposed contract with PTI building permit services is fifty percent of our plan review and inspection fee with an hourly rate of \$55 an hour for all other building related services provided. PTI's Service and Fee Schedule for 2021 also outlines fees for work outside of building services (contract and fee schedule attached).

The costs associated with the contract are difficult to predict and fluctuate based on permit applications and the need for inspections and other work that may be needed to keep multiple projects moving forward. PTI invoices are paid after review by the City Council Voucher Committee and approval by the City Council. City Council Approved Budget Amendments have been used to track and account for the costs.

RECOMMENDATION

It is recommended that that the City Council authorize the City Manager to sign the Professional Services Agreement with Pacific Testing and Inspection, LLC on behalf of the City of Chehalis for the purpose of building permit services and special inspections.

SUGGESTED MOTION

I move that the City Council authorize the City Manager to enter into a Professional Services Agreement with Pacific Testing and Inspection, LLC, for building permit services and special inspections.

**AGREEMENT FOR PROFESSIONAL SERVICES
BETWEEN THE
CITY OF CHEHALIS AND PACIFIC TESTING AND INSPECTION LLC**

THIS AGREEMENT, is made this ___ day of August 2021, by and between the City of Chehalis (hereinafter referred to as "City"), a Washington Municipal Corporation, and Pacific Testing and Inspection LLC. (hereinafter referred to as "Service Provider"), doing business at 3215 Harrison Avenue, Centralia WA 98531.

WHEREAS, Service Provider is in the business of providing certain services specified herein; and

WHEREAS, the City desires to contract with Service Provider for the provision of such on-call services as Building Inspection and Plan Check Services, and Service Provider agrees to contract with the City for same;

NOW, THEREFORE, in consideration of the mutual promises set forth herein, it is agreed by and between the parties as follows:

TERMS

1. **Description of Work.** Service Provider shall perform work as described in Exhibit A, Scope of Services, which is attached hereto and incorporated herein by this reference, according to the existing standard of care for such services. Service Provider shall not perform any additional services without the expressed permission of the City.
2. **Payment.**
 - A. The City shall pay Service Provider at the hourly rate set forth in Exhibit B, for the services described in this Agreement.
 - B. Service Provider shall submit monthly payment invoices to the City after such services have been performed, and the City shall make payment within four (4) weeks after the submittal of each approved invoice. Such invoice shall detail the hours worked, a description of the tasks performed, and shall separate all charges for clerical work and reimbursable expenses.
 - C. If the City objects to all or any portion of any invoice, it shall so notify Service Provider of the same within five (5) days from the date of receipt and shall pay that portion of the invoice not in dispute. The parties shall immediately make every effort to settle the disputed portion.

3. **Relationship of Parties.** The parties intend that an independent contractor - client relationship will be created by this Agreement. As Service Provider is customarily engaged in an independently established trade which encompasses the specific service provided to the City hereunder, no agent, employee, representative or subcontractor of Service Provider shall be or shall be deemed to be the employee, agent, representative or subcontractor of the City. None of the benefits provided by the City to its employees, including, but not limited to, compensation, insurance and unemployment insurance, are available from the City to the Service Provider or his employees, agents, representatives or subcontractors. Service Provider will be solely and entirely responsible for his acts and for the acts of Service Provider's agents, employees, representatives and subcontractors during the performance of this Agreement. The City may, during the term of this Agreement, engage other independent contractors to perform the same or similar work that Service Provider performs hereunder.
 - A. **Services Performed.** City of Chehalis On-Call Building Inspection and Plan Check Services.
4. **Duration of Work.** Service Provider shall perform the work described in Exhibit A at the City's request as needed.
5. **Termination.**
 - A. **Termination Upon City's Option.** The City shall have the option to terminate this Agreement at any time, for any reason. Termination shall be effective upon thirty (30) days written notice to the Service Provider.
 - B. **Rights Upon Termination.** In the event of termination, the City shall only be responsible to pay for all services satisfactorily performed by Service Provider to the effective date of termination, as described in the final invoice to the City. The City Manager shall make the final determination about what services have been satisfactorily performed.
6. **Nondiscrimination.** In the hiring of employees for the performance of work under this Agreement or any subcontract hereunder, Service Provider, its subcontractors or any person acting on behalf of Service Provider shall not, by reason of race, religion, color, sex, marital status, national origin, or the presence of any sensory, mental, or physical disability, discriminate against any person who is qualified and available to perform the work to which the employment relates.
7. **Indemnification / Hold Harmless.** The Service Provider shall fully protect, defend, indemnify, and hold the City, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or in connection with the performance of this Agreement, except for injuries and damages caused by the sole negligence of the City. The Service Provider's

obligations under this section shall specifically include, but are not limited to, responsibility for claims, injuries, damages, losses and suits arising out of or in connection with the acts and omissions of Service Provider's employees, contractors, consultants and agents. Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Service Provider and the City, its officers, officials, employees, and volunteers, the Service Provider's liability hereunder shall be only to the extent of the Service Provider's negligence.

It is further specifically and expressly understood that the indemnification provided herein constitutes the Service Provider's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties.

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

- 8. Insurance.** The Consultant shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Consultant, its agents, representatives, or employees. Consultant's maintenance of insurance as required by the agreement shall not be construed to limit the liability of the Consultant to the coverage provided by such insurance, or otherwise limit the City's recourse to any remedy available at law or in equity.

A. Minimum Amounts and Scope of Insurance. Consultant shall obtain insurance of the types and with the limits described below:

1. **Automobile Liability:** Insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident. Automobile Liability insurance shall cover all owned, non-owned, hired and leased vehicles. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage.
2. **Commercial General Liability:** Insurance with limits no less than \$1,000,000 each occurrence, \$2,000,000 general aggregate. Commercial General Liability insurance shall be written on ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, independent contractors and personal injury and advertising injury. The City shall be named as an insured under the Consultant's Commercial General Liability insurance policy with respect to the work performed for the City.

3. Workers' Compensation: Coverage as required by the Industrial Insurance laws of the State of Washington.
 4. Professional Liability: Limits no less than \$1,000,000 per claim and
- B. \$1,000,000 policy aggregate limit. Professional Liability insurance shall be appropriate to the Consultant's profession.
- A. **Other Insurance Provision.** The Consultant's Automobile Liability and Commercial General Liability insurance policies are to contain or be endorsed to contain that they shall be primary insurance with respect to the City. Any Insurance, self-insurance, or insurance pool coverage maintained by the City shall be excess of the Consultant's insurance and shall not be contributed or combined with it.
 - B. **Acceptability of Insurers.** Insurance is to be placed with insurers with a current A.M. Best rating of not less than A: VII.
 - C. **Verification of Coverage.** Consultant shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the insurance requirements of the Consultant before commencement of the work. Certificates of coverage and endorsements as required by this section shall be delivered to the City within fifteen (15) days of execution of this Agreement.
 - D. **Notice of Cancellation.** The Consultant shall provide the City with written notice of any policy cancellation, within two business days of their receipt of such notice.
 - E. **Failure to Maintain Insurance.** Failure on the part of the Consultant to maintain the insurance as required shall constitute a material breach of contract, upon which the City may, after giving five business days' notice to the Consultant to correct the breach, immediately terminate the contract or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to the City on demand, or at the sole discretion of the City, offset against funds due the Consultant from the City.
9. **Entire Agreement.** The written provisions and terms of this Agreement, together with all documents attached hereto, shall supersede all prior verbal statements of any officer or other representative of the City, and such statements shall not be effective or be construed as entering into or forming a part of, or altering in any manner whatsoever, this Agreement.

- 10 City's Right of Supervision, Limitation of Work Performed by Service Provider.** Even though Service Provider works as an independent contractor in the performance of his duties under this Agreement, the work must meet the approval of the City and be subject to the City's general right of inspection and supervision to secure the satisfactory completion thereof. In the performance of work under this Agreement, Service Provider shall comply with all federal, state, and municipal laws, ordinances, rules and regulations that are applicable to Service Provider's business, equipment, and personnel engaged in operations covered by this Agreement or accruing out of the performance of such operations.
- 11 Work Performed at Service Provider's Risk.** Service Provider shall be responsible for the safety of its employees, agents and subcontractors in the performance of the work hereunder and shall take all protections reasonably necessary for that purpose. All work shall be done at Service Provider's own risk, and Service Provider shall be responsible for any loss of or damage to materials, tools, or other articles used or held for use in connection with the work.
- 12. Ownership of Products and Premises Security.**
- A. All reports, plans, specifications, data maps, and documents produced by the Service Provider in the performance of services under this Agreement, whether in draft or final form and whether written, computerized, or in other form, shall be the property of the City.
 - B. While working on the City's premises, the Service Provider agrees to observe and support the City's rules and policies relating to maintaining physical security of the City's premises.
- 13. Modification.** No waiver, alteration or modification of any of the provisions of this Agreement shall be binding unless in writing and signed by a duly authorized representative of the City and Service Provider.
- 14. Assignment.** Any assignment of this Agreement by Service Provider without the written consent of the City shall be void.
- 15. Written Notice.** All communications regarding this Agreement shall be sent to the parties at the addresses listed below, unless notified to the contrary. Any written notice hereunder shall become

effective as of the date of mailing by registered or certified mail and shall be deemed sufficiently given if sent to the addressee at the address stated in this Agreement or such other address as may be hereafter specified in writing.

16. **Non-Waiver of Breach.** The failure of the City to insist upon strict performance of any of the covenants and agreements contained herein, or to exercise any option herein conferred in one or more instances shall not be construed to be a waiver or relinquishment of said covenants, agreements, or options, and the same shall be and remain in full force and effect.
17. **Resolution of Disputes, Governing Law.** Should any dispute, misunderstanding or conflict arise as to the terms and conditions contained in this Agreement, the matter shall be referred to the City Manager, whose decision shall be final. In the event of any litigation arising out of this Agreement, the prevailing party shall be reimbursed for its reasonable attorney fees from the other party. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington.
18. **Public Records Disclosure.** Service Provider shall fully cooperate with and assist the City with respect to any request for public records received by the City and related to any public records generated, produced, created and/or possessed by Service Provider and related to the services performed under this Agreement. Upon written demand by the City, the Service Provider shall furnish the City with full and complete copies of any such records within five business days.

Service Provider's failure to timely provide such records upon demand shall be deemed a breach of this Agreement. To the extent that the City incurs any monetary penalties, attorneys' fees, and/or any other expenses as a result of such breach, Service Provider shall fully indemnify and hold harmless the City as set forth in Section 8.

For purposes of this section, the term "public records" shall have the same meaning as defined by Chapter 42.17 RCW and Chapter 42.56 RCW, as said chapters have been construed by Washington courts.

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year above written.

CITY OF CHEHALIS

SERVICE PROVIDER

Jill Anderson, City Manager

Tim Barney

CITY CONTACT

Jill Anderson
City of Chehalis
350 N. Market Street
Chehalis, WA 98532
Phone: 360.345.1042
janderson@ci.chehalis.wa.us

SERVICE PROVIDER CONTACT

Tim Barney
Pacific Testing and Inspection, Inc.
3215 Harrison Avenue
Centralia, WA 98531
Phone: 360.736.3922

APPROVED AS TO FORM

By: Erin Hillier, City Attorney

Hillier, Scheibmeir & Kelly, P.S.
299 NW Center Street
P.O. Box 939
Chehalis, WA
98532 360.748.3386

EXHIBIT A

Professional Services Agreement
Pacific Testing and Inspection, Inc.
Effective Date: August __, 2021

At the request and direction of the City of Chehalis, the Service Provider shall perform the following services as required.

1. Building Plan Review Services

Perform all services normally and customarily associated with building plan review of plans submitted for approval of construction as directed by the City Manager or her representative.

2. Inspection Services

Perform all services normally and customarily associated with the inspections of buildings under construction, in accordance with approved permits, as directed by the City Manager or her representative.

3. Compensation

The Consultant shall be compensated fifty percent (50%) of the City's plan review and/or building permit fees, as applicable.

PACIFIC TESTING & INSPECTION INC.

SERVICE AND FEE SCHEDULE

2021

PERSONNEL / CONSULTING FEES

Special Inspection (Concrete, Masonry, Shotcrete, Fireproofing & Post Tension) ...	55.00 hr.
Special Inspection (Welding, High Strength Bolting, Lateral Wood/Shear)	80.00 hr.
Certified Welding Inspector (CWI)	90.00 hr.
Compaction Testing w/Certified Technician (Soils & Asphalt)	55.00 hr.
Pile Observation	50.00 hr.
Erosion Control Inspection w/CESCL Inspector	80.00 hr.
Laboratory Technician	70.00 hr.
Ultrasonic Testing	100.00 hr.
Pachometer Testing	80.00 hr.
Project Manager	90.00 hr.
Vacuum Testing	90.00 hr.
Professional Engineer	150.00 hr.

MATERIALS TESTING SERVICES

Concrete

Compression Test Cylinders	24.00 ea.
Compression Test Cylinders (not cast by PTI)	32.00 ea.
Flexural Beams	110.00 ea.
Shotcrete Compression Test, Three Cores Per Panel	325.00 ea.
Additional Cores (Shotcrete)	90.00 ea.
Cores (Minimum of Two)	90.00 ea.
Compression Strength Test Sawed Section	80.00 ea.
Unit Weight and Yield	50.00 ea.
Core Bit Wear Charge	3.50 in.
Schmidt Hammer	80.00 hr.
Moisture Emission	110.00 ea.
Ph Testing	20.00 ea.
Rh Testing	100.00 ea.

Masonry

Mortar Test Specimens Compressive Strength	24.00 ea.
Grout Compressive Strength Test	35.00 ea.
Masonry Compressive Strength Prisms	160.00 ea.
Concrete Masonry Units ASTM-140.....	400.00 set
Clay Masonry Units ASTM-67.....	400.00 set

Mix Designs, Concrete

Trial Batch – 6 Cylinders	Quoted per project
3-Point Curve	Quoted per project
Set Times, Initial and Final	80.00 hr.
2 x 2 Mortar cubes (3 per set)	50.00 set

Pacific Testing & Inspection Inc.

2021

Page 2

Asphaltic Concrete

Bitumen Content by Extraction and Combined Gradation	280.00 ea.
Rice Density	90.00 ea.
Marshall Stability & Flow, 3 specimens	Quote
Mix Design Marshall Method, 3 trials & specimens	Quote
Bulk Specific Gravity – 3 cores	200.00 set
Fracture Face Count	90.00 ea.
Effect of Water on Cohesion of Compacted Mixes	350.00 ea.

Soils

Atterberg Limits – 1 point	90.00 ea.
Atterberg Limits – 3 points	180.00 ea.
Moisture Density Relationship	220.00 ea.
Oversize Correction Determination	40.00 ea.
In-Place Density (Sand Cone)	80.00 ea.
Organic Content	90.00 ea.
Hydrometer Analysis	200.00 ea.
% Passing #200 Sieve	80.00 ea.
Natural Moisture Content	35.00 ea.
Permeability Falling Head	300.00 ea.
In-Field Infiltration Rate	100.00 hr.
Visual Classification	25.00 ea.
Specific Gravity of Soils	95.00 ea.
Permeability with Proctor	600.00 ea.
Turbidity Testing	100.00 hr.
Relative Density	370.00 ea.
California Bearing Ratio	500.00 ea.

Aggregates

Sieve Analysis with #200 Wash	130.00 ea.
Specific Gravity and Absorption – Coarse Aggregate	100.00 ea.
Specific Gravity and Absorption – Fine Aggregate	150.00 ea.
Sand Equivalent	95.00 ea.
Organic Impurities	95.00 ea.
Fracture Count	90.00 ea.
Sample Preparation	70.00 hr.
Unit Weight & Voids	65.00 ea.
Unconfined Compression, Intact Rock Cores	125.00 ea.
Clay Lumps and Friable Particles	110.00 ea.
Sulfate Soundness	500.00 ea.
Excessive Clay Content / Preparation	65.00 ea.
Durability Index WSDOT-T113 ASTM D-3744	120.00 ea.
DMSO	350.00 ea.
LA Abrasion	250.00 ea.
Resistivity	400.00 ea.
Cement Treated Base ASTM D-559 w/compression	320.00 ea.
Bulk Density	100.00 ea.

Pacific Testing & Inspection Inc.
2021
Page 3

Physical Testing

Sprayed on Fireproofing Density	100.00 ea.
Cohesion / Adhesion Tests	70.00 ea.
Roofing cut out samples	90.00 ea.
Anchor Bolt Testing	90.00 hr.

Miscellaneous

Laboratory Time – after hours (3 hour minimum)	150.00 hr.
Outside Expenses and Support Services	Cost plus 15%
Concrete Cylinder Mold (when not cast by PTI)	5.00 ea.
Final Project Review and Final Letter	250.00
Mileage70 mile
Same Day Call In for inspections	100.00
Report Processing	30.00/visit
Engineering Letter	250.00 ea.
Equipment-Skidmore (PTI on site w/Equipment).....	100.00/day
Equipment-Skidmore (PTI <u>not</u> on site w/Equipment).....	80.00 hr. + 255.00/day

In addition, overtime rates will apply for all work performed in excess of 8 hours per day. Overtime rates are 1.5 times normal rate after 8 hours per day and Saturdays. Sundays and Holidays are 2 times the normal rate. Appointments for inspection must be made prior to 4:00 p.m. the day preceding the inspection. Cancelled inspections are billed as a 2-hour minimum. Special Inspections Rates are billed as a 4-hour minimum, and are portal to portal. Comprehensive bid prices are available on request and may vary from the standard fee schedule. Sample turnaround in less than 48 hours is billed at 1.5 times standard laboratory rate. All samples will be disposed of one week after test. Failing tests retained for 30 days. Laboratory tests do not include preparation and delivery of samples to laboratory. Accounts 30 days past due will be charged interest at 1.5% monthly and 18% annually. On remote jobs or projects, subsistence, when not furnished, will be an additional charge. PTI carries in excess of all insurance required by law.

Pacific Testing & Inspection Inc

3215 Harrison Avenue, Centralia, WA 98531
Phone (360) 736-3922 Fax (360) 807-6002
www.ptiinc.net

January 25, 2021

City of Chehalis Community Development
1321 S. Market Blvd.
Chehalis, WA 98532

Reference: **Statement of Qualifications**

Dear Sirs,

It is our pleasure to submit this Statement of Qualifications for Pacific Testing & Inspection, Inc. (PTI) in response to the City of Chehalis and the request for Special Inspections & Materials Testing Services.

PTI is uniquely qualified to provide complete materials testing and inspection for soils and structures. We combine depth of knowledge and experience with responsiveness and flexible service. Our work is based on industry standards, and our professionalism ensures that the work is accurate, complete, and submitted in a timely manner.

In conclusion, our staff has the experience and knowledge that is needed to perform any important project with highly qualified and certified personnel. Along with exceptional customer satisfaction, it is essential for us to provide accurate and detailed results while collaborating with the project team to minimize project costs.

Sincerely
Pacific Testing & Inspection, Inc

Tim Barney, President/Project Manager
Michael Staten, PE
LG Nelson, Technical Director

Pacific Testing & Inspection Inc

3215 Harrison Avenue, Centralia, WA 98531
Phone (360) 736-3922 Fax (360) 807-6002
www.ptiinc.net

Qualifications/ Expertise of the Firm

Pacific Testing & Inspection Inc (“PTI”) provides geotechnical engineering, materials testing and special inspections. Our geotechnical capabilities include planning, subsurface investigations, laboratory testing, field inspections, report preparation and geotechnical design. PTI staff has diverse experience in both private and public sectors, and our projects include commercial, industrial and residential buildings, roadways, marine facilities, and bridges.

PTI is also a full service testing and inspection agency. Our laboratory and inspection personnel are fully certified with WABO, IAS, AMRL, WAQTC, AASHTO R-18, and CESCL, and perform all tests in accordance with ASTM and IBC standards.

From a geotechnical standpoint our personnel have conducted several hundred subsurface investigations in order to provide conclusions and recommendations for:

- Foundations
- Retaining walls
- Earthwork
- Utilities
- Roadways
- Slope stability
- Stormwater management facilities
- Any other geotechnical aspect required for public works projects

Our materials testing and inspection services are diverse, and generally includes the following:

- Soils
- Reinforced Concrete
- Asphalt
- Structural Bolting
- Welding
- Structural Masonry
- Fire Proofing
- Steel Framing
- Lateral Wood
- Proprietary Anchors

Qualifications of Proposed Project Manager and Team

The proposed project manager, Tim Barney, is our company principal. Tim has over 30 years of experience in geotechnical explorations, managing soil laboratories, and field inspecting geotechnical and structural projects. His experience and knowledge conform to our commitment to accuracy and quality testing.

Our geotechnical engineering principal, Michael Staten, is a licensed professional engineer in the state of Washington who emphasizes in geotechnical practice. Michael has a background in materials testing and inspection, and experienced in structural, drainage and transportation engineering.

Our technical director, LG Nelson, is a licensed building official, building inspector, plans examiner, and experienced structural, mechanical, plumbing inspector. LG has an extensive background working with city, state, and federal agencies. He is an active member of ICC and WABO.

Our structural inspectors have experience in project management and construction of major highways. Their duties as a project manager have included code compliance, contract enforcement, oversight of proper construction methods and safety adherence. Field inspection experience includes concrete, grout, mortar, shotcrete, asphalt and steel reinforcement.

Each team member has guaranteed availability for their involvement and capacity for the needs of the client. Our office and laboratory is located at:

3215 Harrison Avenue
Centralia, Washington 98531
(360) 736-3922

Michael Staten, P.E., “Principal-In-Charge”

Mr. Staten has been a licensed professional engineer since 2003. He has been a project manager in charge of geotechnical engineering, roadways, buildings, hydraulics, and drainage. His experience includes employment with the federal government, and has worked on projects with cities, counties, and federal government facilities.

Materials Testing and Inspection Background

Experience includes approximately 7 years full-time materials testing and inspection of soils, concrete, asphalt and reinforcement steel. Laboratory testing includes range of soils, concrete, and accreditation compliance testing. Field inspections include soils, concrete, grout, mortar, shotcrete, asphalt and steel reinforcement. Nuclear gauge certified.

Education

Arizona State University Civil and Environmental Engineering Tempe, Arizona	B.S.E. 1998
---	-------------

Professional License

Civil P.E. #43045	Washington	October 2006
Civil P.E. #11286	Alaska	August 2005
Civil P.E. #39524	Arizona	July 2003

Experience

Pacific Testing & Inspection, Inc.	Centralia, WA	2013-present
------------------------------------	---------------	--------------

Project director and responsible charge for geotechnical projects including residential, commercial and industrial developments for both the public and private sectors.

Envirotech Engineering	Belfair/Sequim, WA	2006-2013
------------------------	--------------------	-----------

Project director and responsible charge on geotechnical projects for residential, commercial and industrial developments. Extensive geotechnical practice includes foundations, earthwork, slope stability/ mitigation, retaining walls, drainage mitigation, roadway embankments, and erosion control. Other projects include drainage, roadway and light structural engineering

Unites States Dept. of Agriculture, Forest Service, Regional Office
Juneau, Alaska
2004-2006

Assistant to Regional Geotechnical, Hydraulics and Dams Engineer. Responsible for the project management, design and technical review of geotechnical buildings, roadways and marine structure projects.

Department of Interior, Bureau of Indian Affairs, Dept. of Roads/Transportation
Juneau, Alaska
2003-2004

Responsible for the project management and technical review in all aspects of various transportation design projects, including geotechnical, drainage, structural and roadway engineering.

Hoque & Associates, Inc.
Tempe, Arizona
1998-2003

As a Project Engineer, responsible for the project management of various geotechnical developments. Extensive geotechnical field and laboratory experience, geotechnical design, and report preparation.

Key Projects

Hood Canal Vehicle Storage Warehouses and Office Buildings, Union, Washington
Seventh Day Adventist Church, Belfair, Washington
Bangor Naval Base Truck Canopy, Bangor, Washington
Shelton Motorsports Park, Shelton, Washington
Bangor Naval Base Enclosed Motor Transfer Facility, Bangor, Washington

Tim Barney, WABO Laboratory Manager

Mr. Barney has been a licensed laboratory manager since 1994. He has performed lab testing on soils, aggregates, concrete, and asphalt. He has performed field and material inspections of multiple federally funded projects. He has supervised asphalt plant specification compliance to WSDOT. He maintains A2LA accreditations and proficiency sample program for CCRL, AMRL, and AASHTO.

PROFESSIONAL QUALIFICATIONS

WABO Supervising Laboratory Technician

ACI - Lab Technician I, Field Technician I

Strategic Highway Research Project Level I & II Certification

FAA QAIQC of asphaltic-concrete & ready-mix concrete designs (P-401 & P-209)

CPN Radiation Safety Officer Certification

Troxler Certified Nuclear Gauge Operator

ICC Soils Special Inspector

WAQTC Inspection and Field Testing

EDUCATION

Live Oak High School, Morgan Hill, CA

Mesa Community College, Mesa, AZ

Gavlian Community College, Gilroy, CA

EXPERIENCE

Pacific Testing & Inspection Inc., Centralia, Washington, 2008 – present

Laboratory Manager - Performed all lab testing on soils, concrete and asphalt. Prepared boring logs and soils reports. Maintain A2LA accreditations; and proficiency sample program for CCRL, AMRL, and AASHTO.

Materials Testing & Consulting, Olympia, Washington, 2007 - 2008

Laboratory Manager - Performed all lab testing on soils, concrete and asphalt. Prepared boring logs and soils reports. Maintain A2LA accreditations; and proficiency sample program for CCRL, AMRL, and AASHTO.

Torrent Resources, Phoenix, Arizona 2003 – 2007

Perc Supervisor - Responsible for applying and obtaining all permits. Responsible for review of plans and specs. Schedule and perform perc tests. Supervise and schedule perc technicians and review all test data.

Nicholas Engineering Consultants, Dublin, California 1997 - 1999

Senior Engineering Technician - Performed all lab testing on soils & concrete. Performed field inspection of multiple grading projects. Performed field sampling and inspection of Ready mix concrete. Prepared boring logs and soils reports.

Terra Associates Inc., Kirkland, Washington 1996 - 1997

Senior Engineering Technician - Performed field inspection of multiple grading projects. Verified compliance to specifications on erosion control. Performed lab testing of soils and aggregates. Responsible for final grading report.

Lone Star N.W., Snoqualmie, Washington 1995 - 1996

Quality Control Manager - Prepared all aggregate and testing for compliance. Made adjustments to sand classifier and crusher. Prepared Ready mix sampling and testing for compliance. Radiation safety officer (RSO).

Materials Testing & Consulting, Mount Vernon, Washington 1994-1995

Laboratory Manager - Performed all lab testing on soils and concrete. Performed field inspections of multiple grading projects; sampling and inspection of ready-mix concrete. Prepared boring logs and soils reports. Participated with AMRL, CCRL and AASHTO accreditations. Implementation of QC procedural manual for CCRL, AMRL and AASHTO.

CSR Associated, Everett, Washington 1992 - 1994

Laboratory Manager - Responsible for aggregate production for all stationary and mobile crushers. Supervised asphalt plant specification compliance to WSDOT. Implementation of QC procedural manual for CCRL, AMRL & AASHTO

KEY PROJECTS

Deer Valley Airport Terminal Expansion A V31 000027

East Economy Parking Structure at Sky Harbor Airport A VI5000015

Various city of Phoenix street improvements projects and utilities

Russell Gulch Landfill Stage 2 Construction Project

Sanderson Field Runway Improvements

Boeing Paine Field Runway Improvements

Friday Harbor Airport Runway Improvements and Hanger Additions

SeaTac International Airport Runway and Taxiway Improvements

Pangborn Field Runway and Taxiway Improvements

SeaTac International Airport Runways 16R134L

Highway 20 Marble Mount Highway Improvements

I-5 Paving and Concrete Bridge Overlays from Everett to Arlington

Cement Treated Design for Tribal Center Road, Skokomish Indian Tribe

LG Nelson, WABO Technical Director

Pacific Testing and Inspection, Centralia, WA May 2020 – Present

Contract Building Official, Building Inspector and Plans Examiner

Technical Director duties include overseeing compliance & administration of ISO 17025. Implements policies and procedures for WABO, ICC, ACI, & ASTM. Coordinated commercial plan reviews and inspections with architects, engineers, developers, and building owners. Perform all Residential Plan review, review includes all structural, fire protection, framing, mechanical, plumbing, energy code. Ensuring city compliance with federal, state and all local ordinances and laws. Building Inspections for all construction Types. All Residential and all Commercial projects permitted by the city. Inspections include, Setbacks, footings, foundation, steel placement, underfloor, under slab, plumbing, mechanical, structural, framing, energy code inspections, gypsum, occupancy inspections, change of occupancy inspections, fire rated inspections.

City of Centralia, Centralia, WA March 2004 – June 2016

Building Official

Building Department Manager, supervise building inspection, plan review, code enforcement and office staff. Control budget for building department, manage training and travel budget.

Coordinate technical review and on-site inspections of all construction projects from small storage sheds to \$25 million-dollar multi story college building.

City of Vancouver, Vancouver, WA January 1997 to March 2004

Washington Building Code Plans Examiner /ADA Compliance Coordinator

Program Manager for ADA Compliance section. Liaison with DOJ regarding city compliance of the ADA title II provisions. Ensuring city compliance with federal, state and all local ordinances and laws. Worked with commercial and residential property owners bringing their properties into compliance with all applicable local and state laws. Senior Plans Examiner for Building Department Section, worked directly with home owners, architects, engineers, contractors, developers, commercial property owners and other permit applicants to assist them in understanding code requirements. Technical review of construction plans, specifications, and engineering.

City of Richland, Richland, WA May 1992 to July 1994

Washington Building Official/Plans Examiner/Commercial Field Inspector

Supervised field and office staff of 5.

Prepared and reviewed as well as monitored the building department budget.

Coordinated commercial plan reviews and inspections with architects, engineers, developers, and building owners. Establish and maintain liaison with the fire department, engineering and sanitation departments within the city. Technical review of construction plans, specifications, and calculations for compliance with all local, state and federal regulations.

Private Sector Consulting

CPRS - Private Consultant (Code & Plan Review Services) Principal Owner, Chehalis WA

January 1997 – Present

CPRS offers a range of development and building related programs.

Building permit, plan review and development consultants.

Creating a network of professionals allowing project flexibility to change as a project changes.

The following list is a sample of expertise of services;

Building Code Review, Code Consulting, Construction Defect Mitigation, Design Services, Energy Code Efficiency Services, Engineering Review, Fire Alarm System Review, Fire, Life-Safety Review, Fire Suppression System Review, Mechanical System Review, Peer Review, Permit Process Management, Plumbing System Analysis.

Plant Service Manager Consultant, Washington State University, Richland, WA

July 1995 to January 1996

Developed long-range planning and priorities for facilities maintenance and repairs.

Supervise staff of 6 full time and 12 part time personnel.

Planned, organized and directed all work activities.

Hiring, conducting orientation and training.

Maintain excellent public relations by assuring that public/and internal inquiries are answered in a courteous manner and that complaints are responded to promptly. Negotiate, prepare, implement and administer construction and service contracts.

Professional Memberships

Member International Code Council.

Washington Association of Building Officials (WABO), BIAW & Lewis County Liaison.

Washington State Emergency Management Committee 2008-2010.

WABO 2000 Educational Achievement Award, WABO 2005 Building Official of the year Award.

Board member, Washington Department of Labor and Industries Factory Assembled Structures.

Education/Associations

ICC Certified Building Official, Certified Plans Examiner, Plumbing Inspector, ICC Building Inspector, IAPMO Plumbing Inspector, ACIA Code Specialist.

1985-1987 Chemeketa Community College - Salem, Oregon - Building Inspection Technology

1985- 1987 Chemeketa Community College - Salem, Oregon - Industrial Technology

ADA Title I, II & III *** NW ADA/IT Training Center.

FEMA E282, Advanced Floodplain Management Concepts II

FEMA E194 Advanced Floodplain Management Concepts

FEMA E273 Managing Floodplain Development through the NFIP

FEMA E278 National Flood Insurance Plan/Community Rating System

References/ Past Performances

Previous project experience, along with respective names and telephone numbers of those who could attest to our firm’s ability to satisfactory complete projects includes:

<u>Project Name</u>	<u>Project Description</u>	<u>Contact Information</u>	<u>Dates</u>
Skokomish Indian Tribe – Various Projects	Laboratory, geotechnical, and compaction testing of soils and asphalt; observation, sampling and testing of concrete and grout; special inspections for structural elements.	Dave Nichols 360-426-4232	January 2015 - Present
Chehalis Indian Tribe-Harris Creek Trail-Public Safety Building-Eagle One Roadway	Laboratory, geotechnical, and compaction testing of soils and asphalt; observation, sampling and testing of concrete and grout; special inspections for structural elements.	Don Terry 360-709-1813	2016-2017
Squaxin Island Tribe – Klah-chi-min Drive – KTP Express – Squaxin Legal Depart.	Laboratory, geotechnical, and compaction testing of soils and asphalt; observation, sampling and testing of concrete and grout; special inspections for structural elements.	Dan Kneelands 360-426-9781	2015-2016
City of Tumwater Public Works Dept. – Various Projects	Laboratory, geotechnical, and compaction testing of soils and asphalt; observation, sampling and testing of concrete.	John Norman 360-754-4140	January 2016 - Present
Nisqually Indian Tribe –Various Projects	Laboratory, geotechnical, and compaction testing of soils and asphalt; observation, sampling and testing of concrete; special inspections.	Nisqually Construction Services, LLC Kevin Randich 360-791-1956	January 2020 - Present
City of Raymond	Laboratory and compaction testing of soils and asphalt patching with Fiber HMA	Lakeside Industries, Inc. Dave Bell 425-313-2687	September 2019

Fisher Lane Substation	Laboratory and compaction testing of soils and asphalt; observation, sampling and testing of concrete and grout; special inspections for structural elements.	Cowlitz County PUD Lance Larwick 360-423-2210	May – September 2017
Chehalis Indian Tribe – Lucky Eagle Casino & Hotel	Geotechnical design with soils investigation and sampling, deflection testing.	Don Terry 360-709-1813	2018-2019

Quality Control for Aggregate Resources

Kennedy Creek Quarry QC
Miles Sand and Gravel QC
Good Crushing QC
Alderbrook Quarry QC
Northwest Rock Inc. QC
Winston Creek Quarry QC
L Rock Industries QC

Availability and Ability to Meet the Project Schedule

It is our opinion that we provide the most responsive, reliable geotechnical/ structural testing and inspection services state-wide. Although on occasion, we may require an industry standard 48-hour notice, we most frequently meet the needs of a project with a 24-hour or same-day notice.

LG NELSON, 121 LARKSPUR RD. CHEHALIS, WA.98532

HOME (360) 740-4349 * MOBILE (360) 508-1669 * EMAILlgn98532@gmail.com

PUBLIC SECTOR WORK:

Pacific Testing and Inspection, Technical Director

May 2020 – Present

A. City of Chehalis;

Contract Building Official, Building Inspector and Plans Examiner.

- Coordinated commercial plan reviews and inspections with architects, engineers, developers, and building owners. Establish and maintain liaison with the fire department, engineering and sanitation departments within the city. Technical review of construction plans, specifications, and calculations for compliance with all local, state and federal regulations.
- Perform all Residential Plan review, review includes all structural, fire protection, framing, mechanical, plumbing, energy code. Meeting with home owners or contractors scoping the review or work being permitted helping them to determine the course that they will use for their projects.
- Ensuring city compliance with federal, state and all local ordinances and laws. Worked with commercial and residential property owners to bring their properties into compliance with all applicable local and state laws.
- Building Inspections for all construction Types. All Residential and all Commercial projects permitted by the city. Inspections include, Setbacks, footings, foundation, steel placement, underfloor, under slab, plumbing, mechanical, structural, framing, energy code inspections, gypsum, occupancy inspections, change of occupancy inspections, fire rated inspections. I work with home owners, architects, engineers, contractors, developers, commercial property owners and other permit applicants to assist them in understanding code requirements.

City of Centralia - Centralia, Washington, Building Official

March 2004 – June 2016

- Building Department Manager, supervise building inspection, plan review, code enforcement and office staff. Control budget for building department, manage training and travel budget.
- Coordinate technical review and on-site inspections of all construction projects from small storage sheds to \$25 million-dollar multi story college building.
- Review construction plans, specifications, and calculations to verify compliance with all required federal, state and local laws and ordinances as relates to all construction, demolition, flood remediation and reconstruction other applicable requirements
- Communication with all my customers, home owners, architects, engineers other federal state and local agencies including L&I, FEMA, or DOE. Helping them to achieve their construction/building dreams and still meet the requirements of all codes and ordinances as required.

City of Vancouver, Washington Building Code Plans Examiner /ADA Compliance Coordinator,

January 1997 to March 2004

- Program Manager for ADA Compliance section. Liaison with DOJ regarding city compliance of the ADA title II provisions.
- Ensuring city compliance with federal, state and all local ordinances and laws. Worked with commercial and residential property owners bringing their properties into compliance with all applicable local and state laws.
- Senior Plans Examiner for Building Department Section, Worked directly with home owners, architects, engineers, contractors, developers, commercial property owners and other permit applicants to assist them in understanding code requirements.
- Technical review of construction plans, specifications, and engineering.

City of Richland, Washington Building Official/Plans Examiner/Commercial Field Inspector,
May 1992 to July 1994

- Supervised field and office staff of 5.
- Prepared and reviewed as well as monitored the building department budget.
- Coordinated commercial plan reviews and inspections with architects, engineers, developers, and building owners. Establish and maintain liaison with the fire department, engineering and sanitation departments within the city. Technical review of construction plans, specifications, and calculations for compliance with all local, state and federal regulations.

PRIVATE SECTOR CONSULTING WORK:

Private Consultant, CPRS (Code & Plan Review Services) Principal Owner, Chehalis
WA January 1997 – present

- CPRS offers a range of development and building related programs.
- Building permit, plan review and development consultants.
- Creating a network of professionals allowing project flexibility to change as a project changes.
- The following list is a sample of expertise of services;
Building Code Review, Code Consulting, Construction Defect Mitigation, Design Services, Energy Code and Efficiency Services, Engineering Review, Fire Alarm System Review, Fire, Life-Safety Review, Fire Suppression System Review, Mechanical System Review, Peer Review, Permit Process Management, Plumbing System Analysis.

Plant Service Manager Consultant, Washington State University, Richland, WA
July 1995 to January 1996

- Developed long-range planning and priorities for facilities maintenance and repairs.
- Supervise staff of 6 full time and 12 part time personnel.
- Planned, organized and directed all work activities.
- Hiring, conducting orientation and training.
Maintain excellent public relations by assuring that public/and internal inquiries are answered in a courteous manner and that complaints are responded to promptly. Negotiate, prepare, implement and administer construction and service contracts.

PROFESSIONAL MEMBERSHIPS:

- Member International Code Council.
- Washington Association of Building Officials (WABO), BIAW & Lewis County Liaison.
- Washington State Emergency Management Committee 2008-2010.
- WABO 2000 Educational Achievement Award, WABO 2005 Building Official of the year Award.
- Board member, Washington Department of Labor and Industries Factory Assembled Structures.

EDUCATION/ASSOCIATIONS:

- ICC Certified Building Official, Certified Plans Examiner, Plumbing Inspector, ICC Building Inspector,
- IAPMO Plumbing Inspector, ACIA Code Specialist.
- 1985-1987 Chemeketa Community College - Salem, Oregon - Building Inspection Technology
- 1985- 1987 Chemeketa Community College - Salem, Oregon - Industrial Technology
- ADA Title I, II & III *** NW ADA/IT Training Center.
- FEMA E282, Advanced Floodplain Management Concepts II
- FEMA E194 Advanced Floodplain Management Concepts
- FEMA E273 Managing Floodplain Development through the NFIP
- FEMA E278 National Flood Insurance Plan/Community Rating System

**CHEHALIS CITY COUNCIL MEETING
AGENDA REPORT**

TO: The Honorable Mayor and City Council

FROM: Jill Anderson, City Manager

BY: Trent Lougheed, Public Works Director
Devlan Pool, Wastewater Superintendent

MEETING OF: August 9, 2021

SUBJECT: Riverside Force Main Replacement Project: Construction Budget Adjustment to Accept the Project as Complete

ISSUE

C&R Tractor has completed the installation of the new Riverside Force Main. This item has been scheduled to request that the City Council:

- 1) Authorize the project construction budget to be increased by \$10,211.15 to complete the project.
- 2) Accept the project as complete so that the retainage can be released after the statutory requirements are met.

BACKGROUND

In June 2019, the City Council awarded the bid to construct the Riverside Force Main Replacement Project to the low bidder, C&R Tractor and Landscaping. The Force main from the Riverside Drive Sewer Pump Station was over 30 years old and had experienced major leaks prior to the construction of the new force mainline. The project included the replacement of approximately 2,450 linear feet of sewer force main that connects the pump station to an existing valve near NW Shoreline Drive. This line was also upsized from 10" to 14" to increase its capacity for future conditions.

Gibbs & Olson, the engineering consultant, had tabulated the bids and checked references of the lowest bidder. Since C&R Tractor and Landscaping appeared to be able to complete the job and was the lowest bidder, the administration recommended they be awarded the contract to complete the work consistent with State bidding rules. The City Council awarded the bid to C&R Tractor and Landscaping on May 13, 2019. At that time, the City Council awarded the bid in the amount of \$633,785.60 with an additional \$30,000 contingency, which was 4.7%. In October 2019, the City Council authorized an additional \$167,087.88 and an additional \$30,000 for contingency due to unknown utility conflicts bringing the total project budget to \$830,873.45, including a contingency that increased from 4.7% to 9.5% of the original bid of \$633,785.60.

Riverside Force Main Construction Budget		
Item	Amount	Notes
Original Bid Award	\$633,785.60	May 13, 2019
Contingency	30,000	"
Change Order 1	167,087.88	October 14, 2019
Additional Contingency	30,000	"
Subtotal	\$860,873.48	Current Budget Authority
Total Paid To Date	800,873.48	
Change Order 2	70,211.15	Pending
Total Project Cost	\$871,084.63	
Additional Budget Authority Needed to Close Project	\$ 10,211.15	

PROJECT SUMMARY AND CLOSEOUT PROCESS

The additional work authorized by the City Council in October 2019 was for the labor and material needed on the project due to unforeseen utilities in the path of the new (HDD) force main. Although Gibbs & Olson called for utility locates during design, several Telcom lines along the west side of Riverside Drive were not identified through the utility locate process. When C&R Tractor was about to start construction and called again for utility locates, several unknown Telcom lines in the same alignment as the new pipeline were discovered. When this situation was brought to the City Council's attention in an agenda report dated October 14, 2019, the City Council authorized additional funds to install a large portion of the new pipeline via horizontal direction drilling (HDD) instead of burying it beneath Riverside Drive, which would have required a major repaving cost. The use of the HDD also reduced the traffic impacts along Riverside Drive.

Project construction was then delayed due to flooding in the work area and the global pandemic. C&R Tractor completed the construction of the new Riverside Force main in June of 2020, and it has been in operation ever since; however, there have been difficulties in closing out the project administratively due to differences of opinion on how much C&R Tractor was due at the completion of the project. C&R Tractor's operational difficulties also required significant downsizing during the pandemic, which extended the timeline for the closeout discussions.

In order to finalize the project, Mike Marshall, PE with Gibbs and Olson (the firm that the City hired to do the engineering on this project), along with the Wastewater Superintendent and Public Works Director negotiated the final change order (Change Order 2). This process was needed because C&R claimed that they were due a substantial amount more compensation for extra work due to difficulties with the project and additional unlocated utilities; an amount that the City did not agree with.

The amount of the proposed Change Order 2 is \$70,211.15, which is attached. This amount reflects the costs to complete the project pipeline and tie-ins, as well as additional work related to directing the pipeline around a wetland area during the final construction near the shoreline. The amount is the negotiated settlement agreed upon in March of 2021 with C&R Tractor, which reduced the amount of their original pay request substantially. Change Order 2 exceeds the construction project budget authority by \$10,211.15.

FISCAL IMPACT

The cost of the close out change order is \$70,211.15 which would bring the total project cost up to \$871,084.63. The current construction project budget authority is \$860,873.48. Therefore, the fiscal impact would be the addition of \$10,211.15 to the construction project budget. This project is funded entirely by the City’s Wastewater Utility Fund, which can only be used for wastewater related projects and services.

<i>Project Construction Budget</i>	<i>\$860,873.48</i>	<i>Current Budget Authority</i>
Total Paid to Date	800,873.48	
Change Order 2	70,211.15	Pending
<i>Total Project Cost</i>	<i>\$871,084.63</i>	
<i>Additional Budget Authority Needed to Close Project</i>	<i>\$ 10,211.15</i>	

RECOMMENDATION

It is recommended that the City Council:

- 1) Approve an increase to the construction project budget of \$10,211.15
- 2) Authorize the City Manager to approve change order #2 for \$70,211.15 for the close out of construction of the Riverside Force Main Replacement Project; and
- 3) Accept the Riverside Force Main Replacement Project as complete and authorize release of the project retainage after all statutory requirements have been met.

SUGGESTED MOTION

I move that the City Council:

- 1) Approve an increase to the construction project budget of \$10,211.15;
- 2) Authorize the City Manager to approve change order #2 for \$70,211.15 for the close out of construction of the Riverside Force Main Replacement Project; and
- 3) Accept the Riverside Force Main Replacement Project as complete and authorize release of the project retainage after all statutory requirements have been met.

6/25/2021

Mr. Devlan Pool
Wastewater Superintendent
City of Chehalis
2007 NE Kresky Avenue
Chehalis WA 98532

Re: City of Chehalis Riverside Road Forcemain Replacement Project
Pay Estimate No. 6 - Final

Dear Mr. Pool:

Please find enclosed Pay Estimate No. 6 for the above referenced project. The amount due C&R Tractor and Landscaping, Inc. 3829 Pleasant Hill Road, Kelso, WA 98626 is as follows:

Subtotal - Base Bid (1)	\$68,938.56
Washington State Sales Tax on (1) @ 8.2%	\$5,652.96
Subtotal	<u>\$74,591.52</u>
Less 5% Retainage on Base Bid Subtotal (1)	<u>\$3,446.93</u>
TOTAL AMOUNT DUE PAY ESTIMATE NO. 6	\$71,144.59

We recommend that you approve this pay request for processing and payment. This amount is in excess of the contract and requires the execution of Change Order No. 2.

This is the final pay request for this project and represents a negotiated settlement. There is still some other work to be completed but it will be done by the City or a small works contractor.

All contractual requirements have been met. No equipment was furnished so no warranties or O&M manuals are needed.

We recommend that the City accept the project as complete.

If you have any questions please contact me at 360/352-1120.

Sincerely,

GIBBS & OLSON, INC.

By 
Michael Marshall, P.E.

File: 155.1077

CHANGE ORDER

(Instructions on reverse side)

No. 002

PROJECT Riverside Road Forcemain Replacement Project

DATE OF ISSUANCE May 25, 2021 EFFECTIVE DATE May 25, 2021

OWNER City of Chehalis
OWNER's Contract No. N/A

CONTRACTOR C&R Tractor and Landscaping, Inc. ENGINEER Gibbs & Olson, Inc.

You are directed to make the following changes in the Contract Documents.


Description: **Contract close out.**

Reason for Change Order: **Additional work required to complete project piping and tie-ins.**

This change order includes all direct and indirect costs for labor, equipment, materials and the time required for completion of the work described delivered to the Owner ready for use.

Attachments: (List documents supporting change):

CHANGE IN CONTRACT PRICE:	CHANGE IN CONTRACT TIMES:
Original Contract Price \$ <u>633,785.60 including WA sales tax</u>	Original Contract Times Substantial Completion: <u>90 calendar days</u> Ready for final payment: <u>110 calendar days</u> <small>days or dates</small>
Net changes from previous Change Orders \$ <u>167,087.88</u>	Net changes from previous Change Orders <u>60 Calendar days</u> <small>days</small>
Contract Price prior to this Change Order \$ <u>800,873.48 including WA sales tax</u>	Contract Times prior to this Change Order Substantial Completion: <u>150 calendar days</u> Ready for final payment: <u>170 calendar Days</u> <small>days or dates</small>
Net Increase of this Change Order \$ <u>70,211.15 including WA sales tax</u>	Net Increase (decrease) of this Change Order <u>202 calendar days to substantial and 600 calendar days to ready for final payment</u> <small>days</small>
Contract Price with all approved Change Orders \$ <u>871,084.63 including WA sales tax</u>	Contract Times with all approved Change Orders Substantial Completion: <u>352 calendar days</u> Ready for final payment: <u>770 calendar days</u> <small>days or dates</small>

RECOMMENDED:
By: 
Engineer (Authorized Signature)

APPROVED:
By: _____
Owner (Authorized Signature)

ACCEPTED:
By: 
Contractor (Authorized Signature)

Date: June 25, 2021

Date: _____

Date: 6/28/21

CHANGE ORDER

Bid Item No.	Bid Item Description	Bid Quantity	Unit Price	Total Amount	This Estimate		Previous Estimates		Total to Date	
					Quantity	Amount	Quantity	Amount	Quantity	Amount
1	Miscellaneous Construction	1	\$30,000.00	\$30,000.00	175%	\$52,657.56	35%	\$10,560.73	210%	\$63,218.29
2	Mobilization	1	\$46,200.00	\$46,200.00	0%	\$0.00	100%	\$46,200.00	100%	\$46,200.00
3	Temporary Traffic Control	1	\$8,170.00	\$8,170.00	0%	\$0.00	100%	\$8,170.00	100%	\$8,170.00
4	Flaggers and Spotters	100	\$107.00	\$10,700.00	0.00	\$0.00	179.00	\$19,153.00	179.00	\$19,153.00
5	CSTC	150	\$32.00	\$4,800.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00
6	Sawcutting	1,000	\$5.25	\$5,250.00	0.00	\$0.00	103.00	\$540.75	103.00	\$540.75
7	Trench Excavation	2,000	\$16.00	\$32,000.00	0.00	\$0.00	1320.03	\$21,120.48	1320.03	\$21,120.48
8	Import Trench Backfill	1,300	\$23.37	\$30,381.00	0.00	\$0.00	314.08	\$7,340.05	314.08	\$7,340.05
9	Native Soil Trench Backfill	800	\$18.00	\$14,400.00	0.00	\$0.00	920.00	\$16,560.00	920.00	\$16,560.00
10	HMA Class 1/2"	230	\$135.44	\$31,151.20	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00
11	Control Density Fill	20	\$151.51	\$3,030.20	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00
12	Concrete Curb & Gutter incl. Demo	600	\$31.31	\$18,786.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00
13	Concrete Driveway including Demo	100	\$78.38	\$7,838.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00
14	14" HDPE SDR 11 Pipe & Fittings	2,314	\$59.20	\$136,988.80	0.00	\$0.00	1314.00	\$77,788.80	1314.00	\$77,788.80
15	Tunneling and Steel Casing	170	\$784.76	\$133,409.20	0.00	\$0.00	170.00	\$133,409.20	170.00	\$133,409.20
16	12" DIP for Bridge Crossing	136	\$309.62	\$42,108.32	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00
17	Locator Box	6	\$130.43	\$782.58	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00
18	Locator Post	6	\$105.18	\$631.08	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00
19	Air/Vacuum Valve Assembly	2	\$4,359.47	\$8,718.94	0.00	\$0.00	2.00	\$8,718.94	2.00	\$8,718.94
20	Isolation Valve	2	\$6,851.43	\$13,702.86	0.00	\$0.00	2.00	\$13,702.86	2.00	\$13,702.86
21	Hydroseeding	1,000	\$4.00	\$4,000.00	0.00	\$0.00	3159.00	\$12,636.00	3159.00	\$12,636.00
22	Trench Safety Systems	1	\$2,705.61	\$2,705.61	0.00%	\$0.00	100.00%	\$2,705.61	1.00	\$2,705.61
CO 1	HDD Support	1	\$108,540.00	\$108,540.00	15.00%	\$16,281.00	85.00%	\$92,259.00	100.00%	\$108,540.00
CO 1	HDD	1,000	\$250.25	\$250,250.00	0.00	\$0.00	1060.00	\$265,265.00	1060.00	\$265,265.00
			Subtotal (1)	\$944,543.79		\$68,938.56		\$736,130.42		\$805,068.98
			Sales Tax on Subtotal (1) @ 8.2%	\$77,452.59		\$5,652.96		\$60,362.69		\$65,015.65
			Grand Total	\$1,021,996.38		\$74,591.52		\$796,493.11		\$871,084.63
			Less Retainage @ 5% on Subtotal (1)			\$3,446.83		\$36,806.52		\$40,253.45
			Grand Total Less Retainage			\$71,144.59		\$759,686.59		\$830,831.18
			Less Previous Estimates							\$759,686.59
			TOTAL DUE PAY ESTIMATE No. 6							\$71,144.59

**CHEHALIS CITY COUNCIL MEETING
AGENDA REPORT**

TO: The Honorable Mayor and City Council

FROM: Jill Anderson, City Manager

BY: Trent Lougheed, Public Works Director

MEETING OF: August 9, 2021

SUBJECT: Temporary (Interim) Fire Station Construction Update – Request for Additional Budget Authority for Site Preparation Work and Required Additional Components of the Temporary Apparatus Bay

ISSUE

The City is in the process of site preparation, construction of the temporary (interim) apparatus bay, and relocation of the existing mobile structure for the temporary (interim) fire station at the property recently purchased for the new Headquarters Fire Station. Multiple unknown and unforeseen circumstances and construction requirements have resulted in the need to request additional budget authority necessary to complete the project in order to provide adequate long-term temporary facilities for use by the City's Fire Department.

INTRODUCTION

Below is a brief history of the efforts taken to acquire property and relocate the temporary fire station from the Airport property to the property acquired for the new Headquarters Fire Station located at the southeast corner of the intersection of Chamber Way and State Street:

- On 3/2/2020, the City Council approved the selection of the Architectural firm Rice Fergus Miller to provide the design and construction professional services for the new Headquarters Fire Station. The scope of services was expanded for site analysis during the due diligence period for the desired site, and site design for the temporary fire station improvements.
- On 7/13/2020, the City Council directed staff to prepare a bond ordinance to secure \$1,525,000 for funding the land purchase, which included \$300,000 for purchase of a mobile structure for use as temporary crew quarters and the purchase and installation of a pre-engineered metal building for use as an apparatus bay. Council approved the bond ordinance on 7/27/2020.
- On 11/23/2020, the City Council awarded the contract for construction of the site improvements to Barcott Construction in the amount of \$257,278.18 (including sales tax and contingency). This amount includes the improvements to Sitka, which is funded by the TBD fund.
- On 12/14/2020, the City Council authorized the City Manager to purchase the existing mobile home from Cascade Trader and relocate the structure from its current location, and associated footings and modifications in the amount of \$63,650.

The scope of work and costs associated with the work to date have exceeded estimates and additional financial authority is needed to pay for the temporary fire station site improvements, temporary apparatus bay, and potentially the relocation of the existing mobile structure.

COST SUMMARY

In order to provide greater clarity, the Site Preparation costs, and the costs with creating a temporary emergency fire station have been broken out for your information.

Site Preparation Work

The Scope of Work and associated costs for the site preparation of this site have substantially increased since the bidding of the project.

At the start of construction, the Contractor submitted a claim for a change in site conditions due to the discovery of petroleum-based products in various locations in the topsoil throughout the site (which were not discovered during the Phase I or Phase II Environmental reports). In addition, the water saturated subgrade with various locations of unsuitable materials (which were not identified in the soils report developed during the due diligence phase of the site acquisition). These discoveries have resulted in a substantial change in the scope of work, including the need for additional excavation and construction of a larger pavement section with geotextile reinforcement, and over-excavation of unsuitable soils and materials with import of suitable replacement rock. These modifications resulted in an increase in the bid from \$257,278.18 to an estimated \$373,638.89 for an increase of \$116,360.71.

During further site work, it was discovered that there was an area of additional unsuitable material that required additional excavation, rock, and fabric. This resulted in an additional cost of approximately \$12,929.90 above the previous increased estimate.

Lastly, the original construction bid documents did not include electrical improvements for site lighting and service. The cost of this additional work is \$42,534.63.

Therefore, the total additional funding needed for the site improvements for the temporary fire station is anticipated to be \$139,498.44. The administration is also recommending an additional contingency amount of \$20,000 for any additional unforeseen changes or additions to the Scope of Work resulting in a total requested increase in budget authority of \$191,825.24 for the site improvements. This additional cost (as well as the costs listed above) include applicable sales tax.

The table on the next page summarizes the cost increases.

Site Preparation Work			
Item	Amount	Totals	Notes
Site Prep Bid Award November 23, 2020		\$257,278.18	Transportation Benefit District (TBD) Funds for Sitka Street work and general funds for station site
Additional Site Work needed based on soil conditions	\$116,360.71 \$12,929.90		
Electrical Work	\$42,534.63		
Contingency	\$20,000.00		
Subtotal of Additional Work	\$191,825.24	\$191,825.24	
SITE PREPARATION WORK TOTAL Including previously approved expenses		\$449,103.42	Approximately \$39,000 is from TBD funds

Temporary Apparatus Bay and Mobile Manufactured Structure

The original bid for the temporary structure that will serve as an apparatus bay (which is necessary to protect and secure fire department vehicles) was \$170,681.17 (including sales tax). This cost included the purchase and installation of:

- 60' x 68' engineered steel structure
- 8 each, 12'x14' bay doors with automatic openers
- 1 each, man door
- 8 each, high bay lights
- 3 each, outdoor flood lights
- 2 each, 24" exhaust fans

When plans were submitted for the building permit for this newly acquired site, the plans reviewer indicated that the insulation (\$24,236.80) and a concrete slab floor with footings (\$91,915.90) would be required (to meet Building Code Requirements) due to the length of time that the structure would be in use at this location (this was not required for the Airport site as the use was anticipated to be less than a year before relocation). For the plans submitted for permitting, the structure also required additional engineering requirements and submittals (\$7,202.98). The total cost of the revised structure is \$294,036.85 (including sales tax) for a total increase of \$123,355.67. The administration is also recommending a contingency allowance of \$20,000 for any unforeseen costs associated with the apparatus bay and movement of the manufactured structure, including over-excavation of unsuitable soils in the footing locations, which results in an additional requested budget authority of \$143,355.68.

Temporary (Interim) Apparatus Bay and Crew Quarters		
Item	Additional Costs	Amount
Temp Apparatus Bay		\$170,681.17
Insulation	\$24,236.80	
Concrete Slab Floor & Footings	\$91,915.90	
Additional Engineering Submittals	\$7,202.98	
Contingency for App Bay and Mobile Structure Relocation	\$20,000	
Subtotal of Additional Costs	\$143,355.68	\$143,355.68
Total Apparatus Bay Building Cost (Including Previously Approved Expenses)		\$314,036.85

FISCAL IMPACT

The total requested budget increase for required anticipated changes for the temporary fire station construction project is \$335,180.92, which includes site improvement and apparatus bay improvement costs. These are typically General Fund Costs; however, the expenses meet the requirements associated with the expenditure of the City’s American Rescue Act allocation, which is approximately \$2 million dollars.

The table below summarizes the fiscal impact.

Temporary (Interim) Fire Station Project		
Item	Amount	Notes
Site Prep Work	\$257,278.18	Previously Approved with Bid Award
Apparatus Bay Building Costs	\$170,681.17	Previously Approved in Bond
SUBTOTAL	\$427,959.35	
Additional Site Prep Costs	\$191,825.24	Including Contingency
Additional App Bay Costs, Etc.	\$143,355.68	Including Contingency
Additional Construction Project Budget Needed	\$335,180.92	

RECOMMENDATION

It is recommended that the City Council:

- 1) Approve an increase budget for the Temporary (Interim) Fire Station Project of \$335,180.92 to fund the necessary increases in Scope of Work for the Site Improvements and Apparatus Bay; and
- 2) Increase the signing authority of the City Manager to pay expenses associated with the revised project budget; and
- 3) Authorized the use American Rescue Plan Act (ARPA) Funds to pay for the costs associated with the preparation of the Temporary (Interim) Fire station.

SUGGESTED MOTION

I move that the City Council:

- 1) Approve an increase budget for the Temporary (Interim) Fire Station Project of \$335,180.92 to fund the necessary increases in Scope of Work for the Site Improvements and Apparatus Bay; and
- 2) Increase the signing authority of the City Manager to pay expenses associated with the revised project budget; and
- 3) Authorized the use American Rescue Plan Act (ARPA) Funds to pay for the costs associated with the preparation of an interim fire station.

**CHEHALIS CITY COUNCIL MEETING
AGENDA REPORT**

TO: The Honorable Mayor and City Council

FROM: Jill Anderson, City Manager

BY: Kiley Franz, City Clerk

MEETING OF: August 9, 2021

SUBJECT: Lodging Tax Advisory Committee – Review of Committee Size and Terms

INTRODUCTION

The Budget Committee requested that the City Council be provided an opportunity to consider reducing the size of the Lodging Tax Advisory Committee, as well as the feasibility of initiating rotating terms for the members. Since that request was made, Lodging Tax Advisory Committee (LTAC) member Todd Chaput has taken a new position outside of the hospitality industry and has resigned from the committee. Depending on the City Council’s direction regarding the future size of the Committee, the vacant position can be filled or eliminated.

DISCUSSION

The LTAC reviews and makes funding recommendations to the City Council to fund various non-profit organizations or government entities for marketing, activities, operations, and expenditures designed to increase tourism.

The LTAC for the City of Chehalis was established by Resolution No. 1-98 on 01/26/1998 and consisted of five members. The LTAC was expanded to include two additional members by Resolution No. 12-2011 on 7/25/2011. The only state law that applies to the size of the committee is set by RCW 67.28.1817, which only sets a minimum number of five members, who must equally represent those that collect and expend the funds with a Council member serving as committee chair.

The LTAC for the City of Chehalis is currently comprised of seven members: three from entities that collect lodging tax funds (hotels, motels, etc.), three from entities that receive funds (non-profit agencies, cities, etc.), and one City Council member to chair the committee.

Todd Chaput was a representative for a collecting agency: Best Western and Holiday Inn hotels. Best Western and Holiday Inn now have separate general managers who could represent their respective hotels on the LTAC, if the City Council decides to maintain a seven-member committee.

BUDGET COMMITTEE REQUEST

The Budget Committee requested that City Council be given an opportunity to consider the feasibility of creating term limits and/or reducing the size of the Lodging Tax Advisory Committee. If it is decided by the City Council to eliminate the vacant position on the committee, then one member that receives Lodging Tax funds must be removed from the committee to comply with RCW 67.28.1817.

Current members from the fund collection side are: Gloria Choi from Oyo Motel, first appointed in 2016; and Trent Henning of the Riverside Golf Course RV Park, appointed in 2020. Current members from the fund receiving side are: Alicia Bull from the Chamber of Commerce, first appointed in 2012; Rick Burchett

representing the Chehalis-Centralia Railroad and Museum, first appointed in 2008; and Chip Duncan of the Veterans Memorial Museum, first appointed in 2012.

FISCAL IMPACT

There is no fiscal impact related to this agenda item.

RECOMMENDATION

City Council direction is requested.

SUGGESTED MOTION

There is no suggested motion.