

# CHEHALIS CITY COUNCIL AGENDA

CITY HALL  
350 N MARKET BLVD | CHEHALIS, WA 98532

Anthony E. Ketchum, Sr.

Mayor

Jerry Lord, District 1

Daryl J. Lund, District 2, District 2

Kate McDougall, Position at Large No. 1

Dr. Isaac S. Pope, District 4

Robert J. Spahr, Mayor Pro Tem, Position at Large No. 3

Kelly Wilson, Position at Large No. 2

## Regular Meeting of Monday, February 28, 2022

5:00 pm

### *To access this meeting via Zoom:*

Meeting ID: 822 5811 8879

Pass Code: 674890

1. Call to Order. (Mayor Ketchum)
2. Pledge of Allegiance. (Mayor Ketchum)
3. Approval of Agenda. (Mayor Ketchum)

### PRESENTATIONS

4. Disaster Assistance Grants – Barbara Nitis, U.S. Small Business Administration.

### 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](mailto:kfranz@ci.chehalis.wa.us). Public comments will be limited to five (5) minutes.

ITEM	ADMINISTRATION RECOMMENDATION	PAGE
<b>CONSENT CALENDAR</b>		
5. <u>Minutes of the Regular City Council Meeting of February 14, 2022.</u> (City Clerk)	APPROVE	1
6. <u>Vouchers and Transfers – Accounts Payable in the Amount of \$228,661.36 Dated February 15, 2022.</u> (City Manager, Finance Director)	APPROVE	3
7. <u>Parametrix, Inc. for the 2020-2022 Wastewater On-Call SCADA Services – Amendment 2.</u> (City Manager, Wastewater Superintendent)	APPROVE	5
8. <u>Residency Exemption and Appoint Casey Forsman to the Historic Preservation Commission.</u> (City Manager, Building and Planning Manager)	APPROVE	8
9. <u>Confirm Re-Appointment of Joe Mano to the Civil Service Commission.</u> (City Manager)	APPROVE	10
10. <u>Amendment to Agreement with Gibbs and Olson to Designate the Firm as the City’s Interim City Engineer.</u> (City Manager, Interim Public Works Director)	APPROVE	11

ITEM	ADMINISTRATION RECOMMENDATION	PAGE
<b>OLD BUSINESS</b>		
11. <u>Review of City Council Committee and Board Assignments.</u> (Mayor Ketchum)	APPROVE	22

ITEM	ADMINISTRATION RECOMMENDATION	PAGE
<b>NEW BUSINESS</b>		
12. <u>Music in the Park Request for Additional Funding.</u> (City Manager, Recreation Manager)	APPROVE	26
13. <u>Accepting TIB Arterial Preservation Grant for Pavement Repairs on Main Street.</u> (City Manager, Interim Public Works Director)	APPROVE	28
14. <u>Engineering Services Agreement with Gibbs and Olson in an Amount Not to Exceed \$76,236 for Design and Bidding the Main Street Resurfacing Project.</u> (City Manager, Interim Public Works Director)	APPROVE	30
15. <u>Accepting TIB Arterial Preservation Grant for Pavement Repairs on National Avenue.</u> (City Manager, Interim Public Works Director)	APPROVE	47
16. <u>Engineering Services Agreement with Gibbs and Olson in an Amount Not to Exceed \$90,180 for Design and Bidding the National Avenue Resurfacing Project.</u> (City Manager, Interim Public Works Director)	APPROVE	48
17. <u>First Reading, Ordinance No. 1027-B – Establishing 2021 Year End Fund Balance Commitments.</u> (City Manager, Finance Director)	APPROVE	65

NEW BUSINESS - Continued		
18. <u>Convert the Part-time Judicial Assistant for Sentence Monitoring Position to Full-time.</u> (City Manager, Court Administrator)	APPROVE	71
19. <u>Convert the Part-time Temporary Records Specialist Position to Full-time Permanent Position.</u> (City Manager, Building and Planning Manager)	APPROVE	78

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

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

**THE CITY COUNCIL MAY ADD AND TAKE ACTION ON OTHER ITEMS NOT LISTED ON THIS AGENDA.  
NEXT REGULAR CITY COUNCIL MEETING IS MONDAY, MARCH 14, 2022.**



**Chehalis City Council**  
Meeting Minutes  
February 14, 2022

The Chehalis City Council met in regular session on Monday, February 14, 2022. Mayor Ketchum called the meeting to order at 5:00 pm with the following members present: Jerry Lord, Kate McDougall, Dr. Isaac Pope, and Bob Spahr. Councilor Daryl Lund participated via Zoom. Staff present included: Jill Anderson, City Manager; Tammy Baraconi, Planning and Building Manager; Lance Bunker, Street/Stormwater Superintendent; Laura Fisher, Permit Technician; Kiley Franz, City Clerk; Cassie Frazier, City Manager's Administrative Assistant; Erin Hillier, City Attorney; Randy Kaut, Police Chief; Dale McBeth, Municipal Court Judge; Brandon Rakes, Airport Operations Coordinator; Chun Saul, Finance Manager, and Amelia Schwartz, City Planner.

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

2. **Swearing in of Newly Appointed Council Member Kelly Wilson.** Kelly Wilson sworn into their positions on the City Council, Council Position At-Large No. 2 by Municipal Court Judge Dale McBeth.

3. **Review of Committee Assignments.** Mayor Ketchum asked that members of the Council review the list of Council boards and committees to be discussed at the meeting on February 28, 2022. Mayor Ketchum assigned himself to the Fire Consolidation subcommittee.

4. **Acknowledgement of Dave Vasilauskas, Water Superintendent.** City Manager Anderson explained that Dave Vasilauskas had retired after 33 years of dedicated service to the City of Chehalis.

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

- a. Minutes of the regular City Council meeting of January 10, 2022; and
- b. Minutes of the regular City Council meeting of January 24, 2022; and
- c. Minutes of the special City Council meeting of February 7, 2022; and
- d. Vouchers and Transfers – January 31, 2022 Claim Vouchers No. 133495-133584 and Electronic Funds Transfer Check Nos. 1809 -1835 and 38 – 40 in the amount of \$457,384.78; and
- e. Vouchers and Transfers – January 31, 2022, Payroll Vouchers No. 41905-91927; Direct Deposit Payroll Vouchers No. 14374-14483; and Electronic Federal Tax and DRS Pension/Deferred Comp Payments No. 377-381 in the amount of \$905,175.16; and
- f. Confirm Mayor's appointment of Derek Dodd to the Planning Commission and appoint Jo Kuehner to the Historic Preservation Commission.

The motion was seconded by Councilor Lord and carried unanimously.

6. **Consideration of the First Amendment to EVgo Charging Service Agreement.** Brandon Rakes explained that the original contract with EVgo was established in 2018 and was completed as part of a grant. He informed the Council that EVgo wished to add four additional charging stations and improve the existing stations. The amendment requests \$75.00/space in monthly rent, for a total of \$600.00/month. The amendment will also extend the agreement for five years and remove the exclusivity agreement.

Councilor Spahr asked if the rent was market value; Brandon Rakes confirmed that it was.

A motion to approve the first amendment to the charging services agreement with EVgo and authorize the City Manager to execute the documents was made by Councilor Spahr. The motion was seconded by Councilor Lord and carried unanimously.

**7. SW Chehalis Avenue Reconstruction Project: Amendment to Engineering Services Agreement with Gibbs and Olson.** City Manager Anderson informed the Council that design work for SW Chehalis Avenue from 3<sup>rd</sup> Street to 9<sup>th</sup> Street is in process. She explained that utility potholing would be beneficial in this stage of design to potentially save money later. Utility potholing is a process in which utility locations are pinpointed.

Mayor Ketchum asked if this process was one the City had done before. City Manager Anderson explained that it was not, but other projects had conducted similar tests on issues with soil.

A motion to approve the amendment to the services agreement with Gibbs and Olson for the SW Chehalis Avenue Reconstruction Project in the amount of \$25,000 for utility potholing; and authorize the City Manager to execute the contract was made by Councilor Spahr. The motion was seconded by Councilor McDougall and carried unanimously.

Mayor Ketchum asked if the speed bumps would be replaced with the reconstruction of the street. City Manager Anderson informed him that due to safety issues for first responders, it was not planned. Mayor Ketchum expressed his belief that the speed bumps were vital for the safety of the street as many people speed down the street.

## **8. Administration Reports.**

### **a. City Manager Update.**

- a. **Preliminary 2021 Fourth Quarter Financial Status Report.** Chun Saul provided an in-depth overview of the preliminary fourth quarter financial status report for 2021. Ms. Saul explained that the revenues for the general fund were stronger than expected and exceeded projections; expenditures in the general fund were approximately 4.8% less than what was budgeted.

Mayor Ketchum cautioned that just because sales tax revenues were up, did not mean that the City would have more money in the future. He explained that due to inflation, the rise in sales tax revenues would then be used up by the increase in a rise in the cost of goods and services.

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

- a. **Councilor Spahr.** Councilor Spahr informed the Council that he had attended a budget committee meeting and the gala for Pope's Kid's Place.
- b. **Mayor Ketchum.** Mayor Ketchum informed the Council that he had attended the Mayors' meeting, the Twin Transit Board meeting, the LEOFF Board meeting, and the CCRT meeting.

10. **Executive Session.** Mayor Ketchum announced the council would take a short recess and then be in executive session pursuant to RCW 42.30.110(1)(i) – Litigation or Legal Risk and RCW 42.30.110(1)(c) – Sale/Lease of Real Estate, not to exceed 6:30 pm and there will be no action taken following conclusion of the executive session. Mayor Ketchum closed the regular meeting at 5:43 pm. and the executive session began at 5:45 pm. Following conclusion of the executive session at 6:22 pm, the regular meeting was reopened and was immediately adjourned.

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Anthony Ketchum, Sr., Mayor

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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  
Clare Roberts, Accounting Tech II

**MEETING OF:** February 28, 2022

**SUBJECT:** 2022 Vouchers and Transfers – Accounts Payable in the Amount of \$228,661.36

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**ISSUE**

City Council approval is requested for 2022 Vouchers and Transfers dated February 15, 2022.

**DISCUSSION**

The February 15, 2022, Claim Vouchers have been reviewed by a committee of two councilors prior to the release of payments. The administration is requesting City Council approval for Claim Vouchers including Electronic Funds Transfer Checks No. 1836 - 1861 and 41 Voucher Checks No. 133585 - 133685 in the amount of \$228,706.36 dated February 15, 2022, and Voided Check No. 133459 for the net total of \$228,661.36 as follows:

- \$ 104,983.45 from the General Fund
  - \$ 6,754.90 from the Street Fund
  - \$ 5,020.48 from the Transportation Benefit District Fund
  - \$ 3,508.75 from the LEOFF 1 OPEB Reserve Fund
  - \$ 1,452.25 from the Public Facilities Reserve Fund
  - \$ 118.38 from the Garbage Fund
  - \$ 40,711.61 from the Wastewater Fund
  - \$ 34,256.15 from the Water Fund
  - \$ 1,773.08 from the Storm & Surface Water Utility Fund
  - \$ 21,151.30 from the Airport fund
  - \$ 5,855.65 from the Custodial Court Fund
  - \$ 3,120.36 from the Custodial Other Agency Fund
- \$ 228,706.36 Total for Vouchers for February 15, 2022  
\$ < 45.00 > Voided check for January 14, 2022  
\$ 228,661.36 Net Total Transfers

**RECOMMENDATION**

It is recommended that the City Council approve the Claim Vouchers including Electronic Funds Transfer Checks No. 1836 - 1861 and 41 Voucher Checks No. 133585 - 133685 in the amount of \$228,706.36 dated February 15, 2022, and voided Check No. 133459 for the net total of \$228,661.36.

**SUGGESTED MOTION**

I move that the City Council approve the Claim Vouchers including Electronic Funds Transfer Checks No. 1836 - 1861 and 41 Voucher Checks No. 133585 - 133685 in the amount of \$228,706.36 dated February 15, 2022, and voided Check No. 133459 for the net total of \$228,661.36.



**CITY OF CHEHALIS  
AGENDA REPORT**

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

**FROM:** Jill Anderson, City Manager

**BY:** Devlan Pool, Wastewater Superintendent

**MEETING OF:** February 28, 2022

**SUBJECT:** Parametrix, Inc for the 2020-2022 Wastewater On-Call SCADA Services – Amendment 2

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**ISSUE**

Amendment 2 to the engineering services agreement with Parametrix, Inc for the 2020-2022 Wastewater On-call SCADA Services is being presented for City Council review and approval.

**DISCUSSION**

The City has a contract with Parametrix, Inc. to assist with the programming, repair, and maintenance of its SCADA system, which is short for Supervisory Control and Data Acquisition. This system allows operators to electronically monitor the operations of the wastewater system and make adjustments as needed based on the information provided through the SCADA system.

In 2020, the City Council approved the 2020-2022 engineering service agreement with Parametrix for the Wastewater On-call SCADA engineering services in an amount not to exceed \$15,000 without an amendment. In 2021 council approved amendment 1 to increase the contract \$10,000. Attached is the Amendment 2 requesting an increase of \$25,000 to cover unforeseen emergencies and current programming repair expenses for the remainder of 2022. The 2022 Adopted Budget includes the funds for the proposed amendment to the contract.

The original service agreement from 2020 was used to repair a failed small pump station server. Amendment 1 funds were used to make repairs by virtualizing two SCADA servers that failed and for programming improvements to the SBR and UV disinfection system which improved operability and reduced the UV system power consumption. Amendment 2 is needed in 2022 for emergency On-Call services, as well as planned programming repairs of the small pump station control systems.

**FISCAL IMPACT**

The On-call SCADA engineering services contract was budgeted to be increased in 2022. The funds added to the agreement will bring the contract total to \$50,000. The funds will only be spent as needed.

**RECOMMENDATION**

It is recommended that the City Council approve Amendment 2 to the engineering services agreement with Parametrix, Inc for an additional amount not to exceed \$25,000 without an additional amendment.

**SUGGESTED MOTION**

I move that the City Council approve Amendment 2 to the engineering services agreement with Parametrix, Inc for an additional amount not to exceed \$25,000 without an additional amendment.

**AMENDMENT NO. 02  
TO AGREEMENT FOR PROFESSIONAL SERVICES**

**Between**

City of Chehalis  
2007 NE Kresky Avenue  
Chehalis, WA 98532

**and**

Parametrix, Inc.  
1019 39<sup>th</sup> Ave SE, Suite 100  
Puyallup, WA 98374

<b>The terms and provisions of the Agreement for Professional Services apply herein unless otherwise specifically revised.</b>	
<b>Date:</b> 12/20/2021	<b>Project No.:</b> 216-2614-TBD (020)
<b>Project Name:</b> 2020-2022 Wastewater On-call SCADA Services	

**Contract Price:**

Original Contract:	\$	<u>15,000.00</u>
Prior Amendments:	\$	<u>10,000.00</u>
This Amendment:	\$	<u>25,000.00</u>
Revised Total:	\$	<u>50,000.00</u>

**Time of Completion:**

Original Contract:	<u>December 31, 2022</u>
Prior Amendments:	<u>N/A</u>
This Amendment:	<u>N/A</u>

**Description of Amendment:**

Increase the budget by \$25,000.00.

**Reason for Amendment:**

Add additional budget to cover services in 2022.

**Approved By:**

**City of Chehalis**

**By:** \_\_\_\_\_  
**Title:** \_\_\_\_\_  
**Date:** \_\_\_\_\_

**Accepted For:**

**Parametrix, Inc.**

**By:** John C. [Signature]  
**Title:** Water Division Manager  
**Date:** 12/21/21

Execution Date is the date of the latest signature by both Parties.



**CHEHALIS CITY COUNCIL MEETING  
AGENDA REPORT**

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

**FROM:** Jill Anderson, City Manager

**BY:** Amelia Schwartz, City Planner

**MEETING OF:** February 28, 2022

**SUBJECT:** Residency Exemption and Appoint of Casey Forsman to the Historic Preservation Commission

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**ISSUE**

The Historic Preservation Commission presently has one (1) vacancy, and Casey Forsman has applied to fill one (1) of these vacancies.

**DISCUSSION**

The Historic Preservation Commission is currently operating without a full board, frequently making the requirement of meeting quorum difficult and reducing the variety of perspectives working with staff on historic preservation projects.

Casey Forsman resides just outside City of Chehalis limits, with a Chehalis postal address, but runs her business within the City of Chehalis, "City Farm." City Farm is an event center within a historic building along Market Boulevard that Casey renovated and refurbished to accommodate new business and activity options in the City of Chehalis. Ms. Forsman brought together the two concepts of historic preservation and community space: Two ideals that match with the goals of the Historic Preservation Commission. Therefore, Ms. Forsman could bring experience as a developer and business owner in the Downtown Historic District to the commission. Casey has attended a HPC meeting in the past and understands how meetings operate.

The City Council is responsible for appointing members to the Historic Preservation Commission. The Mayor and staff have met with Ms. Forsman and have clarified the needs of the position with her and are recommending that the City Council make the appointment.

Applications are kept with the City Clerk and may be reviewed upon request.

**FISCAL IMPACT**

No fiscal impact.

**RECOMMENDATION**

Mayor Ketchum has met with Casey Forsman and recommends approval of both her exemption from the residency requirement (exemption is allowed per CMC 2.66.050) and appointment to the Historic Preservation Commission.

**SUGGESTED MOTION**

I move that the City Council appoint Casey Forsman to the Historic Preservation Commission and waive the residency requirement, consistent with CMC 2.66.050.

**CHEHALIS CITY COUNCIL MEETING  
AGENDA REPORT**

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

**FROM:** Jill Anderson, City Manager

**BY:** Jill Anderson, City Manager

**MEETING OF:** February 28, 2022

**SUBJECT:** Confirm the Re-Appointment of Joe Mano to the Civil Service Commission

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**ISSUE**

Members of the Civil Service Commission serve 6-year terms. The term for Joe Mano is set to expire on Monday, February 28, 2022. Mr. Mano would like to remain on the commission and has submitted an application to be considered for re-appointment.

**DISCUSSION**

The Civil Service Commission serves the Police and Fire Departments in hiring processes. The term for Joe Mano, appointed to the commission in 2016, expires on Monday, February 28<sup>th</sup>. Mr. Mano submitted an application for re-appointment, which is available from the City Clerk upon request.

Mr. Mano has also served on the Centralia Civil Service Commission and the Lewis County Civil Service Commission.

The municipal code and state law list several requirements for appointees to the civil service commission. One of the requirements in the municipal code is that the City Council must confirm any appointments to the commission made by the City Manager.

**FISCAL IMPACT**

No fiscal impact.

**RECOMMENDATION**

It is recommended that the City Council confirm the City Manager's re-appointment of Joe Mano to the Civil Service Commission for a six-year term, which will expire on February 28, 2028.

**SUGGESTED MOTION**

I move that the City Council confirm the City Manager's re-appointment of Joe Mano to the Civil Service Commission for a six-year term, which will expire on February 28, 2028.





**CHEHALIS CITY COUNCIL MEETING  
AGENDA REPORT**

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

**FROM:** Jill Anderson, City Manager

**BY:** Lance Bunker, Interim Public Works Director

**MEETING OF:** February 28, 2022

**SUBJECT:** Amendment to Agreement with Gibbs and Olson to Designate the Firm as the City's Interim City Engineer

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**ISSUE**

Due to recent staffing changes the City no longer has a City Engineer on staff. This service is currently being provided through an on-call agreement for professional engineering services with Gibbs and Olson. It is proposed that the contract be amended to specifically designate that Gibbs and Olson is the City's Interim Contract City Engineer.

**DISCUSSION**

The City entered into a professional services agreement with Gibbs and Olson, a professional engineering company, to provide on-call engineering services when needed. This agreement was then approved by the City Council in January 2022 to provide for the ongoing need of professional engineering services needed to assist in reviewing development plans and address anticipated issues related to the Water Division. This additional need was in part due to the number of development projects that are being processed by the City and the needs in Public Works, particularly the Water Division.

Since the City Council's approval of the contract in January, the Public Works Director/City Engineer resigned. Gibbs and Olson have been filling the role of Interim City Engineer under the on-call agreement. It is proposed that the City amend the agreement to specifically designate the firm as the City's Interim City Engineer and identify three of the firm's professional engineers as authorized signers. This will provide additional clarity for the firm, staff, and public doing business with the City's Public Works Department.

**FISCAL IMPACT**

The original contract, approved in January includes a list of costs associated with the various professionals used that may be used to provide services needed by the City. The costs associated with any work performed will be charged to the appropriate division, including the work done as Interim City Engineer. There have been no changes to the costs identified in the original contract.

**RECOMMENDATION**

It is recommended that the City Council authorize the City Manager to sign the Amendment 1 to the professional services agreement for on-call engineering services with Gibbs and Olson to serve as the City's Interim City Engineer and authorize the City Manager to execute the documents.

**SUGGESTED MOTION**

I move that the City Council authorize the City Manager to sign the Amendment 1 to the professional services agreement for on-call engineering services with Gibbs and Olson to serve as the City's Interim City Engineer and authorize the City Manager to execute the documents.

**AMENDMENT NO. 1**

This Amendment No. 1 modifies the Agreement for On-Call Professional Engineering Services (Agreement) between Gibbs & Olson, Inc. (Engineer) and the City of Chehalis, Washington (Client) executed on November 23, 2021.

The following modifications are made to the Agreement and all other terms and conditions in the original Agreement remain in full force and effect.

1. The Engineer shall serve as the Client's Interim City Engineer until the Client fills the City Engineer staff position or until the Client no longer desires the Engineer to serve as Interim City Engineer. The following staff of the Engineer are authorized to sign documents as the City Engineer on behalf of the Client when requested:  
Richard A. Gushman, PE, Thomas E. Gower, PE and Carol L. Ruiz, PE.

GIBBS & OLSON, INC.

CITY OF CHEHALIS, WASHINGTON



By: Richard A. Gushman, PE - President

By: Jill Anderson, City Manager

February 18, 2022

Date

Date



**GENERAL AGREEMENT  
FOR  
ON-CALL PROFESSIONAL ENGINEERING SERVICES**

This Agreement, made and entered into this 23<sup>rd</sup> day of November, 2021, by and between the City of Chehalis, Washington (Client), and Gibbs & Olson, Inc., Longview, Washington (Engineer). Client and Engineer may be referred to herein individually as "Party" and together as "Parties". The Agreement shall be from November 23, 2021 through November 30, 2022.

**BACKGROUND**

- A. The Client wishes to have Engineer perform on-call technical review of engineering and surveying documents prepared by third parties for conformance with City of Chehalis public works standards and development code.
- B. Engineer represents that is has the professional expertise needed to perform the engineering and surveying services that the Client may typically require.
- C. Engineer shall perform all the requested technical review services on a time and material basis at the Engineer's standard rates as shown in Exhibit A. Engineer's work shall be accomplished in accordance with terms and conditions within this Agreement.
- D. The parties are entering into this Agreement to completely set forth the terms and conditions upon which the Engineer is retained to provide the on call engineering and surveying technical review services services as may be requested by the Client.

**THE PARTIES AGREE AS FOLLOWS:**

**A. ENGINEER'S SERVICES**

The Engineer shall be on call to perform professional engineering and surveying services for the Client. For each specific task or project requested, the Engineer shall prepare a scope of work, a schedule and a budget for the task or project in a form as set forth in Exhibit A - Notice of Authorization attached herewith. The Engineer shall perform all work as described in any approved and signed Notice of Authorization.

**B. TERM OF THIS AGREEMENT**

The term of this Agreement shall be for the period identified above. By mutual consent of both parties the Agreement may be modified and/or renewed at any time prior to the above date of termination.

**C. STANDARD OF PRACTICE**

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

**D. MAINTENANCE OF PROFESSIONAL STANDARDS AND ETHICS**

The Client recognizes that the Engineer's services in all cases must be rendered in accordance with prevailing professional standards and ethics, as well as certain laws or

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

E. NO THIRD-PARTY BENEFICIARIES

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

F. ASSIGNMENT

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

G. INDEPENDENT CONSULTANT

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

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

H. INSURANCE

The Engineer maintains: 1) worker's compensation and employer's liability insurance of a form and in an amount as required by state law; 2) comprehensive general liability and automotive liability insurance; and 3) professional liability insurance to cover negligent errors or omissions for which the Engineer becomes legally obligated to pay. Certificates of Insurance (COI) shall be provided to the Client upon request. The Client will be named as an additional insured if required on the comprehensive general liability and automotive liability insurance COI.

I. INDEMNIFICATION

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

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

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

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

J. BILLING AND PAYMENT

1. BUDGET FOR SERVICES: The budget estimate included in each specific task or project authorization is only for those services identified within the specific scope of work identified. The budget and proposed Scope of Work are based on information available to the Engineer at the time the Scope of Work is developed for each specific task or project authorization. If conditions change, unforeseen circumstances are encountered, or work efforts are redirected, the budget estimate may require modification. Similarly, if the work efforts are completed quicker than the time estimated or direct expenses are less than estimated, the Engineer will bill the Client only for the time and expenses required to complete the identified Scope of Work.

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

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

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

4. INVOICES: The Engineer will submit monthly invoices to Client or Client's Representative and a final bill upon completion of services. Payment is due upon receipt of the invoice and is past due Thirty (30) days after the invoice date. Client agrees

that the invoice balance is correct unless Engineer is notified in writing within Fourteen (14) days of the invoice date. In the event of a disputed or contested billing, only that portion so contested will be withheld from payment, and the undisputed portion will be paid. The Client will exercise reasonableness in contesting any bill or portion thereof. No interest will accrue on any contested portion of the billing until it is mutually resolved. A service charge of 12% per annum (1% per month) will be added on all unpaid balances over Sixty (60) days old. If the account becomes delinquent, Engineer will perform no further services on the project until the Client pays the outstanding balance plus applicable interest or, at the Engineer's sole discretion, until satisfactory written payment arrangements have been made between the Engineer and the Client.

K. CHANGES IN THE AGREEMENT

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

L. RIGHT OF ENTRY

The Client shall provide for right of entry to the project site. Such right of entry shall be for the Engineer and others, and necessary equipment for the Engineer to fulfill the scope of services indicated in this Agreement. While the Engineer will take all reasonable precautions to minimize damage to the property, the Client understands that in the normal course of work some damage may occur, the correction of which is not part of this Agreement.

M. OPINION OF CONSTRUCTION COST

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



#### N. OWNERSHIP OF DOCUMENTS

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

#### O. DISPUTES

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

#### P. TERMINATION

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

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

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

Q. GOVERNING LAW

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

R. SEVERABILITY

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

S. INTEGRATION

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

T. AGREEMENT DOCUMENTS

General Agreement for Professional Engineering Services  
Exhibit A - Engineer's Current Rate Schedule

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

U. LIMITATION OF LIABILITY:

Client agrees to require Engineer be named as an additional insured for all insurance policies carried by contractors, subcontractors and suppliers on which Client has been or will be named as an additional insured. Regardless of the presence or absence of coverage, Engineer shall not be liable for loss or damage occasioned by delays beyond Engineer's control, or for loss of earnings, loss of use or other incidental or consequential damages suffered by Client or others, however caused. Engineer's liability hereunder, whether in tort

or in contract, for any cause of action, inclusive of legal costs, shall be limited to 100 percent of the fee earned by Engineer under any specific authorization issued under this Agreement.

This Agreement and all subsequent signed authorizations for Engineering or Surveying Services in a form as indicated in Exhibit A, represent the entire understanding between the Client and the Engineer.

**GIBBS & OLSON, INC.**

**CITY OF CHEHALIS, WASHINGTON**

By Richard A. Gushman  
Richard A. Gushman, President

By Jim Anderson  
Signature

Jim Anderson  
Name

CITY MANAGER  
Title

November 22, 2021  
Date

11-23-21  
Date

**Exhibit A  
GIBBS & OLSON, INC.  
2021 Standard Rate Schedule**

<i>Labor Category</i>	Hourly Rate
Principal	\$205
Project Manager	\$185
Engineer VI	\$170
Engineer V	\$160
Engineer IV	\$145
Engineer III	\$130
Engineer II	\$120
Engineer I	\$110
Design Technician II	\$100
Sr. Land Surveyor	\$125
1 Man Survey Crew	\$110
2 Man Survey Crew	\$185
3 Man Survey Crew	\$265
Senior Technician III/Resident Project Representative III	\$110
Senior Technician II/Resident Project Representative II	\$100
Senior Technician I/Resident Project Representative I	\$85
Technician I	\$60
Environmental/Grant/Contract/Financial Specialist	\$120
Administrative Assistant	\$73
<i>Equipment Rates</i>	
Digital Level/Total Station	\$10
Robotic Total Station	\$25
GPS Equipment per unit	\$35
Laser Scanner/Robotic Total Station	\$75
GPS & Sonar	\$95
16' Aluminum Boat w/ Outboard Motor	\$125/Day
Rotohammer & Generator	\$20
ATV	\$125/Day
Mileage @ Current IRS Rate	\$0.56
Expenses At Cost Plus	12%
Subconsultants	
(Geotech, Elect., Structural, Lab, Etc.) Invoice Plus	12%

Expert Witness Fees are 150% of listed rates above.  
Rates subject to change January 1st of following year.

**CHEHALIS CITY COUNCIL MEETING  
AGENDA REPORT**

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

**FROM:** Kiley Franz, City Clerk

**MEETING OF:** February 28, 2022

**SUBJECT:** City Council Committee and Board Assignments

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**ISSUE**

A full list of City Council committees, boards, and current assignments was distributed to the City Council in January. While the assignments are typically made at the second meeting in January, the City Council postponed making the majority of the committee assignments in anticipation that there would be a new member of the City Council appointed to fill the vacant seat.

On February 7, 2022, the City Council selected Kelly Wilson to fill the vacancy. Therefore, the matter is scheduled for further consideration so that the assignments can be made with all seven members of the City Council participating.

**FISCAL IMPACT**

There is no fiscal impact.

**RECOMMENDATION**

It is suggested that the City Council review the attached list of committees and boards to make the necessary assignments.

**SUGGESTED MOTION**

There is no suggested motion.



## Council Committee/Board Assignments

Approved 2/10/2020

Updated 9/14/2020

Updated 2/8/2021

Updated 2/22/2021

Updated 3/8/2021

Updated 10/11/2021

Updated 2/24/2022

Board/Committee	Council	Staff	Meeting Info
911 Dispatch Committee	Vacant Pope Lund	City Mgr Police Chief Fire Chief	TBD
Beautification Committee	Pope Spahr Lund	Planning & Building Mgr Police Chief	TBD
Centralia-Chehalis Transportation Cooperative	Mayor Ketchum Spahr Vacant	City Mgr Public Works Dir	Does not currently meet
Chehalis Basin Flood Authority	Mayor Ketchum	Public Works Dir	3rd Thurs of each month 9:00 AM
Chehalis Community Renaissance Team	Mayor Ketchum Lord Pope	City Mgr City Mgr's Admin Asst	2nd Fri of each month 8:30 AM City Hall
Chehalis-Napavine-LCSD No. 4 Sewer Operations	Pope Spahr		As needed
Chehalis Parks Subcommittee	Lord Lund Pope	City Mgr Recreation Mgr	As needed

Board/Committee	Council	Staff	Meeting Info
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Chehalis River Basin Partnership	City Rep: Terry Harris	Wastwater Supt Water Supt	4th Fri of each month 9:30 AM Lucky Eagle Casino, Rochester
Council Budget Committee	Lord McDougall Spahr	City Mgr Finance Dir	Quarterly
Council Growth Management Committee	Pope (Chair) Vacant Mayor Ketchum		As needed
Council Parking Committee	Lord Lund Spahr		As needed
Council Voucher Committee	McDougall Pope Spahr		Twice per month to review and sign vouchers Finance Department
Fire Consolidation Subcommittee	Mayor Ketchum Lund Spahr	City Mgr Fire Chief	Not Currently Meeting
Lewis County Historical Museum Board	Mayor Ketchum		3rd Tues of each month 5:00 PM Historical Museum
Lewis County LEOFF Disability Board	Mayor Ketchum		2nd Thursday of each month 9:00 AM Lewis County Commissioner' Office
Lewis County Planned Growth (GMA) Committee	Spahr	City Mgr Planning & Building Mgr	Annually
Lewis County Public Transportation Benefit Area Authority (Twin Transit)	Mayor Ketchum Alternate - Vacant		Last Tuesday of each month 3:30 PM TBD

Board/Committee	Council	Staff	Meeting Info
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Lewis County Solid Waste Advisory Committee	Lord		1st Wed of each month 1:30 PM Lewis County Public Services
Lewis County Solid Waste Disposal District Executive Committee	Lord		Once per year to approve budget
Lewis County Transportation Strategy Council	Vacant Mayor Ketchum - alt.	City Mgr	3rd Mon of each month 2:00 PM Lewis County Public Services
Economic Alliance of Lewis County Board	Spahr		2nd Thurs of Jan, Mar, May, Jul, Sept, Nov 7:00 AM Holiday Inn Express
Lodging Tax Advisory Committee	Lord	City Mgr's Admin Asst	Annually or as needed City Hall
Pt. 09 Committee	Spahr		2nd Fri of Mar, Jun, Sept, Nov 8:30 AM Lewis EDC
Sister City Committee	Mayor Ketchum	City Mgr's Admin Asst	Currently suspended
SWW Economic Development Commission	Spahr	City Mgr	Twice per year in Jan, Jun
SWW Regional Transportation Planning Organization Board	Vacant		2nd Wed of Feb, May, Sept, Dec Various member locations



**CHEHALIS CITY COUNCIL MEETING  
AGENDA REPORT**

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

**FROM:** Jill Anderson, City Manager

**BY:** Lilly Wall, Recreation Manager

**MEETING OF:** February 28, 2022

**SUBJECT:** Music in the Park Request for Additional Funding

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**ISSUE**

Annually, the city enters a Contract for Services with Eli Sports Network in the amount of \$15,000 to coordinate, promote, recruit talent, pay performers, organize logistics, fundraise (as needed), and provide supervision for three (3) Chehalis Music in the Park “MIP” events. The music series is offered as free family-friendly summer entertainment held at Recreation Park.

Due to the rising cost of inflation and the desire to continue to attract high level entertainers Eli Sports Network is requesting an additional \$5,000 for a total of \$20,000.

**DISCUSSION**

The proposed budget for the 2022 music series is \$41,000. If the city provides the additional \$5,000, raising the city’s commitment to \$20,000, Eli Sports Network has pledged to raise the additional \$21,000 needed to meet the budget goal through community sponsorships.

The Chehalis “MIP” shows are held Friday evenings with many of the entertainers being national artists who are performing in our hometown. Over the past 5-years the headliners have been country stars Ty Herndon (twice), Doug Stone, Bryan White, Billy Dean, Billy Gilman and Halfway to Hazard and pop artists Merilee Rush, Elliott Lurie, and John Ford Coley. The album sales between all the listed artists add to more than 50 million.

The number of fans coming to enjoy the music continues to grow. There were an estimated 5,000 attendee’s over 3 shows last summer. These events are allowing our community the opportunity to socialize outdoors in a fun festive atmosphere while watching nationally renowned artists perform, an opportunity they may never have without the City’s sponsorship of these fun concerts designed for the entire family.

As mentioned, the additional funding is needed to help cover the rising costs for promotion, sound and lights, instrument rental, artists, hotels, hospitality for the artists, stage rental and private security for the major artists.

**FISCAL IMPACT**

The fiscal impact is an additional \$5,000 for a total of \$20,000 to support Music in the Park.

**RECOMMENDATION**

It is recommended that the City Council approve the request from Eli Sports Network for an additional \$5,000 to support Music in the Park.

**SUGGESTED MOTION**

I move that the City Council approve the request from Eli Sports Network for an additional \$5,000 to support Music in the Park.

## CHEHALIS CITY COUNCIL MEETING

### AGENDA REPORT

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

**FROM:** Jill Anderson, City Manager

**BY:** Lance Bunker, Interim Public Works Director

**MEETING OF:** February 28, 2022

**SUBJECT:** Accepting TIB Arterial Preservation Grant for Pavement Repairs on Main Street

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#### **ISSUE**

The City has received funding authorization of 90% eligible project costs to a maximum grant of \$586,170 from the Washington State Transportation Improvement Board (TIB) for grind and inlay of Main Street from I-5 to the BNSF railroad tracks.

#### **DISCUSSION**

The City has received a grant from TIB in the amount of \$586,170 for grind and inlay of Main Street from I-5 to the BNSF railroad tracks. The total project cost is estimated at \$651,300. The difference between the total project cost and the grant amount is a local match requirement of 10%, or \$65,130. The administration is proposing to provide funding for the local match from the Transportation Benefit District Fund.

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

In late November, we were notified that the City had been successful in our pursuit of the Arterial Preservation Grant in the amount of \$586,170. This project will provide necessary pavement restoration for this important section of roadway.

Main Street from I-5 to BNSF will be the second phase of the Main Street pavement restoration. The first phase was completed in 2021, when Main Street was resurfaced from Market Blvd. to the BNSF tracks.

#### **FISCAL IMPACT**

The local match is estimated to cost approximately \$65,130. It is proposed that Transportation Benefit District funds be used to pay the local match.

#### **RECOMMENDATION**

It is recommended that the City Council authorize the City Manager to accept funding offered by TIB for improvements to Main Street in the amount of \$586,170 and authorize the use of funds from the TBD account to cover the \$65,130 local match.

**SUGGESTED MOTION**

I move that the City Council authorize the City Manager to accept funding offered by TIB for improvements to Main Street in the amount of \$586,170 and authorize the use of funds from the TBD account to cover the \$65,130 local match.

**CHEHALIS CITY COUNCIL MEETING  
AGENDA REPORT**

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

**FROM:** Jill Anderson, City Manager

**BY:** Lance Bunker, Interim Public Works Director

**MEETING OF:** February 28, 2022

**SUBJECT:** Engineering Services Agreement with Gibbs and Olson in an Amount Not to Exceed \$76,236 for Design and Bidding the Main Street Resurfacing Project

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**ISSUE**

An engineering services agreement with Gibbs and Olson for the Main Street Resurfacing Project from I-5 to BNSF is being presented for City Council’s review and consideration.

**DISCUSSION**

Gibbs and Olson have been selected to provide the engineering (design and bid call) services for the Main Street grind and inlay from I-5 to BNSF, which has been approved for 90% funding by the Transportation Improvement Board (TIB), including engineering services. A contract is being presented which will provide survey; design; preparation of bid documents; and tasks related to the bid award process. The contract can later be supplemented to provide construction management for the project.

In 2021, the City received TIB funding for the resurfacing of Main Street from Market to the BNSF track. The project before you at this time will provide for the resurfacing of the remainder of the street to the I-5 freeway.

**FISCAL IMPACT**

The proposed cost for the engineering services agreement \$63,530. The City is eligible to receive TIB funds for the Main Street Resurfacing Project from I-5 to BNSF, and the preliminary engineering costs are qualifying expenses. The total engineering is expected to cost \$63,530, including the local 10% match totaling \$6,353. In order to address unexpected issues during the project design, it is recommended that a 20% contingency be added in an amount of \$12,706. This would bring the potential total cost of engineering services to \$76,236.

It is proposed that the City’s Transportation Benefit District (TBD) funds be used for the local match, which is \$6,353, with the remaining \$57,177 reimbursable from the TIB grant.

<b>Engineering Project Cost Summary</b>			
Base Engineering Contract		\$63,530	
20% Contingency		\$12,706	
<b>Total Project Cost</b>		<b>\$76,236</b>	
<i>City's Potential Financial Responsibility</i>		\$19,059	<i>10% Local Match plus Contingency</i>

**RECOMMENDATION**

It is recommended that the City Council approve the engineering services agreement with Gibbs and Olson in the amount of \$63,530 for design and bidding of the Main Street Resurfacing Project with a 20% contingency of \$12,706 for a not to exceed total of \$76,236; and authorize the City Manager to sign the contract and related documents, including change orders.

**SUGGESTED MOTION**

I move that the City Council approve the engineering services agreement with Gibbs and Olson in the amount of \$63,530 for design and bidding of the Main Street Resurfacing Project with a 20% contingency of \$12,706 for a not to exceed total of \$76,236; and authorize the City Manager to sign the contract and related documents, including change orders.







**III  
GENERAL REQUIREMENTS**

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

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

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

**IV  
TIME FOR BEGINNING AND COMPLETION**

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

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

**V  
PAYMENT**

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

**VI  
SUBCONTRACTING**

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

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

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

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

**VII  
EMPLOYMENT**

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

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

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

**VIII  
NONDISCRIMINATION**

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

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

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



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

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

**IX  
 TERMINATION OF AGREEMENT**

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

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

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

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

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

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

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

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

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

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



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

**X  
CHANGES OF WORK**

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

**XI  
DISPUTES**

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

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

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

**XIII  
LEGAL RELATIONS AND INSURANCE**

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

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

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

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

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

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

**Insurance Coverage**

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

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

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

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

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

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

**XIV  
EXTRA WORK**

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



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

XV
ENDORSEMENT OF PLANS

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

XVI
TIB AND AGENCY REVIEW

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

XVII
CERTIFICATION OF THE
CONSULTANT AND THE AGENCY

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

XVIII
COMPLETE AGREEMENT

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

XIX
EXECUTION AND ACCEPTANCE

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

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

By [Signature]
Richard A. Gushman, President

By \_\_\_\_\_

Consultant Gibbs & Olson, Inc.

City of Chehalis



### EXHIBIT A-1 Certification of Consultant

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

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

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

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

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

\_\_\_\_\_  
*Richard A. Gushman*  
*Signature*

### Certification of Agency Official

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

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

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

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

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

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

**PROJECT DESCRIPTION**

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

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

**ASSUMPTIONS**

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

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

## **SCOPE OF WORK**

### **Task 1 - Survey**

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

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

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

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

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

Under this task the Engineer will:

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



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

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

Under this task the Engineer will:

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

### **Task 4 – Project Administration**

Engineer will provide project administration consisting of the following:

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

### **Task 5 – Bid Ad and Award**

Engineer will perform the following work under this task:

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

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

**CONSTRUCTION PHASE ENGINEERING SERVICES**

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

**SCHEDULE**

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

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



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

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

### A. Actual Costs

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

#### 1. Direct Salary Costs

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

#### 2. Overhead Costs

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

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

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

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

#### 3. Direct Nonsalary Cost

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

#### 4. Fixed Fee

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



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

**5. Maximum Total Amount Payable**

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

**B. Monthly Progress Payments**

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

**C. Final Payment**

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

**D. Inspection of Cost Records**

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



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

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

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

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



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

**Lump Sum Contracts**

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

**Cost Plus Fixed Fee Contracts**

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

**Specific Rates of Pay Contracts**

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

**Cost Per Unit of Work Contracts**

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





## CHEHALIS CITY COUNCIL MEETING

### AGENDA REPORT

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

**FROM:** Jill Anderson, City Manager

**BY:** Lance Bunker, Interim Public Works Director

**MEETING OF:** February 28, 2022

**SUBJECT:** Accepting TIB Arterial Preservation Grant for Pavement Repairs on National Avenue

---

#### **ISSUE**

The City has received funding authorization of 90% eligible project costs to a maximum grant of \$495,504 from the Washington State Transportation Improvement Board (TIB) for a grind and inlay of National Ave. from Chamber Way to Kresky Ave.

#### **DISCUSSION**

The City has received a grant from TIB in the amount of \$495,504 for grind and inlay of National Ave from Chamber Way to Kresky Ave. The total project cost is estimated at \$550,556. The difference between the total project cost and the grant amount is a local match requirement of 10%, or \$55,056. The administration is proposing to provide funding for the local match from the Transportation Benefit District Fund.

In August, the City applied to the TIB Arterial Preservation Program (APP) for the National Ave project. The APP was established to address declining street conditions in cities, and is intended to offer critical preservation assistance, and is therefore limited to overlay projects.

In late November, we were notified that we were successful in our pursuit of the Arterial Preservation Grant in the amount of \$495,504. This project will provide necessary pavement restoration for this important section of roadway.

#### **FISCAL IMPACT**

The local match is estimated to cost approximately \$55,056. It is proposed that the City's Transportation Benefit District (TBD) funds will be used for the local match.

#### **RECOMMENDATION**

The administration recommends the City Council authorize the City Manager to accept funding offered by TIB for improvements to National Ave. in the amount of \$495,504 and authorize the use of funds from the TBD account to cover the \$55,056 local match.

#### **SUGGESTED MOTION**

I move that the City Council authorize the City Manager to accept funding offered by TIB for improvements to National Avenue in the amount of \$495,504 and to also authorize the use of funds from the TBD account to cover the \$55,056 local match.



**CHEHALIS CITY COUNCIL MEETING  
AGENDA REPORT**

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

**FROM:** Jill Anderson, City Manager

**BY:** Lance Bunker, Interim Public Works Director

**MEETING OF:** February 28, 2022

**SUBJECT:** Engineering Services Agreement with Gibbs and Olson in an Amount Not to Exceed \$90,180 for Design and Bidding the National Ave Resurfacing Project

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**ISSUE**

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

**DISCUSSION**

Gibbs and Olson have been selected to provide the engineering (design and bid call) services for the National Ave. grind and inlay project from Chamber Way to Kresky Ave, which has been approved for 90% funding by the Transportation Improvement Board (TIB). A contract is being presented which will provide survey, design, preparation of bid documents and tasks related to the bid award. The contract can later be supplemented to provide construction management for the project.

**FISCAL IMPACT**

The proposed cost for the engineering services agreement \$75,150. The City is eligible to receive Transportation Improvement Board (TIB) funds for this project, and the preliminary engineering costs are qualifying expenses. The City would be responsible for the 10% of the contract cost of \$7,515.

It is also recommended that the City Council approve an additional 20% of the contract amount as a contingency to address any unexpected issues that come up during design in a timely manner to avoid design delays. This would add \$15,030 to the project cost. The total project is expected to cost \$75,150, with the local 10% match totaling \$7,515. Adding 20% as a contingency in the amount of \$15,030, the total cost of engineering and design could be \$90,180.

It is proposed that City's Transportation Benefit District funds be used for the local match, which is \$7,515 with the remaining \$67,635 reimbursable from the TIB grant.

<b>Engineering Project Cost Summary</b>						
Base Engineering Contract			\$ 75,150			
20% Contingency			\$ 15,030			
<b>Total Project Cost</b>			<b>\$90,180</b>			
City's Potential Financial Responsibility			\$22,545	10% Local Match plus Contingency		

**RECOMMENDATION**

It is recommended that the City Council approve the engineering services agreement with Gibbs and Olson for an amount of \$75,150 for design and bidding of the National Ave Resurfacing Project with a 20% cost contingency of \$15,030 for a not to exceed amount of \$90,180; and authorize the City Manager to sign the contract and related documents, including change orders.

**SUGGESTED MOTION**

I move that the City Council approve the engineering services agreement with Gibbs and Olson for an amount of \$75,150 for design and bidding of the National Ave Resurfacing Project with a 20% cost contingency of \$15,030 for a not to exceed amount of \$90,180; and authorize the City Manager to sign the contract and related documents, including change orders.





**III  
GENERAL REQUIREMENTS**

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

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

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

**IV  
TIME FOR BEGINNING AND COMPLETION**

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

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

**V  
PAYMENT**

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

**VI  
SUBCONTRACTING**

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

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

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

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

**VII  
EMPLOYMENT**

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

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

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

**VIII  
NONDISCRIMINATION**

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

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

- A. **COMPLIANCE WITH REGULATIONS:** The CONSULTANT shall comply with the Regulations relative to nondiscrimination in the same manner as in Federally-assisted programs of the Department of Transportation, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this AGREEMENT.



- B. **NONDISCRIMINATION:** The CONSULTANT, with regard to the work performed by it during the AGREEMENT, shall not discriminate on the grounds of race, creed, color, sex, age, marital status, national origin or handicap except for a bona fide occupational qualification in the selection and retention of subconsultants, including procurements of materials and leases of equipment. The CONSULTANT shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix II of the Regulations.
- C. **SOLICITATIONS FOR SUBCONSULTANTS, INCLUDING PROCUREMENTS OF MATERIALS AND EQUIPMENT:** In all solicitations either by competitive bidding or negotiation made by the CONSULTANT for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subconsultant or supplier shall be notified by the CONSULTANT of the CONSULTANTs obligations under this AGREEMENT and the Regulations relative to nondiscrimination on the grounds of race, creed, color, sex, age, marital status, national origin and handicap.
- D. **INFORMATION AND REPORTS:** The CONSULTANT shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the AGENCY or TIB to be pertinent to ascertain compliance with such Regulations or directives. Where any information required of the CONSULTANT is in the exclusive possession of another who fails or refuses to furnish this information the CONSULTANT shall so certify to the AGENCY, or the TIB as appropriate, and shall set forth what efforts it has made to obtain the information.
- E. **SANCTIONS FOR NONCOMPLIANCE:** In the event of the CONSULTANTs noncompliance with the nondiscrimination provisions of this AGREEMENT, the AGENCY shall impose such sanctions as it or the Transportation Improvement Board may determine to be appropriate, including, but not limited to:
  - 1. Withholding of payments to the CONSULTANT under the AGREEMENT until the CONSULTANT complies, and/or
  - 2. Cancellation, termination or suspension of the AGREEMENT, in whole or in part.
- F. **INCORPORATION OF PROVISIONS:** The CONSULTANT shall include the provisions of paragraphs (A) through (G) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The CONSULTANT shall take such action with respect to any subconsultant or procurement as the AGENCY or the Transportation Improvement Board may direct as a means of enforcing such provisions including sanctions for noncompliance; provided, however, that, in the event a CONSULTANT becomes involved in, or is threatened with, litigation with a subconsultant or supplier as a result of such direction, the CONSULTANT may request the AGENCY to enter into such litigation to protect the interests of the AGENCY, and in addition, the CONSULTANT may request the TIB to enter into such litigation to protect the interests of the TIB.
- G. **UNFAIR EMPLOYMENT PRACTICES:** The CONSULTANT shall comply with RCW 49.60.180 prohibiting unfair employment practices and the Executive Orders numbered E.O.70-01 and E.O.66-03 of the Governor of the State of Washington.

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

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

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

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

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

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

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

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

**X  
CHANGES OF WORK**

The CONSULTANT shall make such changes and revisions in the complete work of this AGREEMENT as necessary to correct errors appearing therein, when required to do so by the AGENCY, without additional compensation thereof.

**IX  
TERMINATION OF AGREEMENT**

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



Should the AGENCY find it desirable for its own purposes to have previously satisfactorily completed work or parts thereof changed or revised, the CONSULTANT shall make such revisions as directed by the AGENCY. This work shall be considered as Extra Work and will be paid for as herein provided under Section XIV.

**XI  
DISPUTES**

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

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

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

**XIII  
LEGAL RELATIONS AND INSURANCE**

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

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

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

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

Unless otherwise specified in the AGREEMENT, the AGENCY shall be responsible for administration of construction contracts, if any, on the project. Subject to the processing of an acceptable, supplemental agreement, the CONSULTANT shall provide on-call assistance to the AGENCY during contract

administration. By providing such assistance, the CONSULTANT shall assume no responsibility for: proper construction techniques, job site safety, or any construction contractor's failure to perform its work in accordance with the contract documents.

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

**Insurance Coverage**

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

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

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

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

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

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

**XIV  
EXTRA WORK**

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

B. If any such change causes an increase or decrease in the estimated cost of, or the time required for, performance of any part of the work under this AGREEMENT, whether or not changed by the order, or otherwise affects any other terms and conditions of the AGREEMENT, the AGENCY shall make an equitable adjustment in the (1) maximum amount payable; (2) delivery or completion schedule, or both; and (3) other affected terms and shall modify the AGREEMENT accordingly.

C. The CONSULTANT must submit any proposal for adjustment (hereafter referred to as proposal) under this clause within 30 days from the date of receipt of the written order. However, if the AGENCY decides that the facts justify it, the AGENCY may receive and act upon a proposal submitted before final payment of the AGREEMENT.

D. Failure to agree to any adjustment shall be a dispute under the disputes clause. However nothing in this clause shall excuse the CONSULTANT from proceeding with the AGREEMENT as changed.





E. Notwithstanding the terms and condition of paragraphs (a) and (b) above, the maximum amount payable for this AGREEMENT, shall not be increased or considered to be increased except by specific written supplement to this AGREEMENT.

**XV  
ENDORSEMENT OF PLANS**

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

**XVI  
TIB AND AGENCY REVIEW**

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

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

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

**XVIII  
COMPLETE AGREEMENT**

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

**XIX  
EXECUTION AND ACCEPTANCE**

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

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

By Richard A. Gushman  
Richard A. Gushman, President

By \_\_\_\_\_

Consultant Gibbs & Olson, Inc.

City of Chehalis



### EXHIBIT A-1 Certification of Consultant

Project No. 3-W-193(005)-1	City of Chehalis
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I hereby certify that I am **Richard Gushman, President**, a duly authorized representative of the firm of **Gibbs & Olson, Inc.** whose address is **1157 3<sup>rd</sup> Avenue, Suite 219, Longview, WA 98632** and that neither I nor the above firm I here represent has:

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

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

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

\_\_\_\_\_  
January 6, 2022  
*Date*

\_\_\_\_\_  
*Richard A. Gushman*  
*Signature*

### Certification of Agency Official

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

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

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

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

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

**EXHIBIT B-1  
SCOPE OF WORK  
CITY OF CHEHALIS  
NATIONAL AVENUE OVERLAY PROJECT  
TIB PROJECT NUMBER 3-W-193(005)-1**

**PROJECT DESCRIPTION**

The Agency proposes to grind and overlay 1,900 linear feet of 55 foot wide paved roadway on National Avenue from Chamber Way to Kresky Avenue. The project will include performing a 2-inch grind and overlay and restriping of the existing roadway. The existing storm drainage will be retained. Consultant understands that all work will occur within existing street right-of-way owned by the Agency.

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

**ASSUMPTIONS**

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

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

**SCOPE OF WORK**

**Task 1 - Project Management and Administration**

Under this task the Consultant will:

- a) Provide project administration consisting of the following:
- b) Prepare monthly narrative progress reports and submit to the Agency.
- c) Conduct general correspondence with Agency during design to ensure project issues are communicated and to request input from Agency as appropriate.

## **Task 2 - Survey**

Consultant will perform a topographic survey of the project site from Chamber Way to Kresky Avenue. Existing water, sanitary sewer, stormwater, electric, natural gas, telephone, cable and fiber optic utilities will be included in the topographic survey. Rim and all pipe invert elevations will be obtained at each manhole and catch basin. Existing pipe diameter and pipe type will be identified for comparison to the Agency's existing utility information.

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

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

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

## **Task 3 - Prepare 50% Design Documents**

Under this task the Consultant will:

- a) Research, evaluate and identify preliminary design criteria that will serve as the development strategy and standards for the design.
- b) Review previous National Avenue design drawings to evaluate existing conditions and previous design information.
- c) Prepare 50% complete design drawings to show the general scope, extent and character of the construction work to be performed by a contractor. It is anticipated that construction requirements for the project can be shown on approximately 19 drawing sheets (measuring 22" x 34") consisting of:
  - Cover sheet
  - Notes, Survey Control, Legend and Abbreviation sheet
  - Alignment and Survey Control Plan sheet
  - Site Preparation and Temporary Erosion and Sediment Control Sheets (4)
  - Typical Roadway Sections sheet
  - Roadway Paving Plan and Detail Sheets (7)
  - Channelization and Signing Plan and Detail Sheets (4)
- d) Prepare a Chehalis Flood Authority Flood Plain Construction Permit for submittal by Agency.
- e) Attend a web-based meeting with Agency to review preliminary drawings before proceeding to final design.
- f) Coordinate with Agency as appropriate.
- g) Provide Preliminary Design Phase Deliverables as follows:
  1. Monthly progress report.
  2. Monthly schedule update.

3. Meeting notes from project meetings.

#### **Task 4 - Prepare Final Design Documents**

Under this task the Consultant will:

- a) Prepare final drawings to show the general scope, extent and character of the construction work to be by a contractor. The anticipated list of drawings is as listed under Task 2 above.
- b) Prepare the construction contract documents including technical specifications which will be prepared in conformance with Agency standards and the latest version of the WSDOT Standard Specifications and Special Provisions. It is anticipated the contract documents and specifications will be comprised of approximately 300 pages (8-1/2" x 11").
- c) It is anticipated that two progress meetings with the Agency will occur to review and discuss various aspects of the project as the work proceeds. It is assumed the progress meetings will be virtual, and time for travel is not included in the scope of work.
- d) Prepare for review and approval by Agency, its legal counsel and other advisors contract agreement forms, general conditions and supplementary conditions, and bid forms, invitations to bid and instructions to bidders, and assist in the preparation of other related documents.
- e) Provide technical criteria, written descriptions and data for Agency's use in filing applications for permits with or obtaining approvals of such governmental authorities as have jurisdiction to approve the design of the Project and assist Agency in consultations with appropriate authorities.
- f) Advise Agency of any adjustments to the latest opinion of probable Total Project Costs caused by change in general scope extent or character or design requirements of the Project or Construction Costs. Furnish to Agency a final opinion of probable Total Project Costs based on the completed design documents.
- g) Design Phase Engineering Deliverables include the following:
  1. Monthly progress reports.
  2. Meeting notes from project meetings.
  3. 50% complete Drawings and opinions of construction cost.
  4. 90% complete Drawings and Specifications and opinions of construction cost.
  5. Final (100% complete) Drawings and Specifications.
  6. Drawings, specifications and opinions of cost will be provided to Agency in .pdf format.

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

Engineer will perform the following work under this task:

- a) Assist Agency in advertising the project for construction bids.
- b) Receive questions from prospective bidders and prepare appropriate responses.
- c) Issue an addendum, if required, to identify, clarify, amend or expand the Bidding Documents.

- d) Review the bids received, verify low bidder's state licensing, check references for low bidder, and prepare a letter to Agency consisting of the bid tabulation and the Engineer's recommendation regarding award of a construction contract.

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

**CONSTRUCTION PHASE ENGINEERING SERVICES**

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

**SCHEDULE**

The preliminary schedule for this project is presented below. The schedule shows starting work on January 18, 2022. Any delay to the starting date will result in a day for day adjustment to the listed schedule milestones.

- Field Survey & Base Map Preparation by February 11, 2022
- Prepare 50% Design Documents by March 18, 2022
- Prepare 100% Design Documents by April 29, 2022
- Bid Advertisement by May 20, 2022
- Bid Opening by June 3, 2022



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

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

### A. Actual Costs

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

#### 1. Direct Salary Costs

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

#### 2. Overhead Costs

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

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

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

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

#### 3. Direct Nonsalary Cost

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

#### 4. Fixed Fee

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



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

**5. Maximum Total Amount Payable**

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

**B. Monthly Progress Payments**

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

**C. Final Payment**

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

**D. Inspection of Cost Records**

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





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

Prepared by: Gibbs & Olson, Inc.				Date January 6, 2022	
Project: National Avenue Overlay					
<b>Direct Salary Cost (DSC)</b>					
Classification	Man Hours		Rate		Cost
Principal	16	x	\$72.50	=	\$1,160.00
Engineer V	72	x	\$54.00	=	\$3,888.00
Engineer III	122	x	\$43.00	=	\$5,246.00
Engineer I	186	x	\$28.25	=	\$5,254.50
Design Tech II	108	x	\$31.25	=	\$3,375.00
Prof. Land Surveyor	16	x	\$44.00	=	\$704.00
2 Man Survey Crew	32	x	\$58.75	=	\$1,880.00
Word Processor	22	x	\$24.75	=	\$544.50
<b>TOTAL DSC</b>					<b>\$22,052.00</b>
<b>OVERHEAD (OH Cost including Salary Additives)</b>					
OH Rate x DSC or <u>145.68</u> % x \$22,052.00					<b>\$32,125.35</b>
<b>FIXED FEE (FF)</b>					
FF Rate x DSC or <u>30</u> % x \$22,310.00					<b>\$6,615.60</b>
<b>REIMBURSABLES</b>					
GPS Survey Equipment – 2 Units X \$35/Hr/Unit X 52 Hours					<b>\$1,820.00</b>
Mileage – 540 miles X \$0.585/mile					<b>\$320.00</b>
Reproduction					<b>\$250.00</b>
Miscellaneous					<b>\$347.05</b>
<b>SUBCONSULTANT COST – NOT APPLICABLE</b>					<b>\$0.00</b>
<b>GRAND TOTAL</b>					<b>\$63,530.00</b>

**Exhibit E-1**  
**Gibbs & Olson, Inc.**  
**Indirect Cost Rate Schedule**  
**For Year Ended December 31, 2021**

Description	Amount
<b>Direct Labor Base</b>	<b>\$1,251,712.60</b>
<b>Indirect Costs:</b>	
<b>Fringe Benefits:</b>	
Paid Time Off	\$96,045.80
Sick Leave	\$26,318.11
Holiday	\$52,618.38
Payroll Taxes	\$167,001.71
Retirement	\$100,683.46
Trust Expenses	\$9.00
Group Insurance	\$147,506.70
Bonuses	\$106,429.41
<b>Total Fringe Benefits</b>	<b>\$696,612.57</b>
<b>General Overhead Expenses:</b>	
Salaries (Administrative)	\$192,529.73
Salaries (Office)	\$204,300.03
Salaries (Ind Overtime Premium)	\$34,342.06
Salaries (Bid & Proposal Admin)	\$90,333.98
Salaries (Bid & Proposal Office)	\$32,516.89
Salaries (CL Dev-Direct Selling)	\$19,397.15
Salaries (Marketing/PR)	\$18,578.39
Housekeeping	\$4,381.00
Other Benefits	\$12,851.43
Office Supplies	\$5,770.95
Repairs & Maintenance	\$2,242.41
Rent & Utilities	\$104,563.27
Postage	\$1,443.07
Publications	\$6,043.68
Prof. Registration & Dues	\$8,717.00
Business License & Fees	\$846.67
Technology	\$79,379.57
Education	\$39,848.80
Prof & Other Insurance	\$37,764.17
Depreciation	\$66,223.67
Professional Fees	\$21,077.31
Business Taxes	\$89,604.32
Travel & Lodging	\$11,470.64
Other Office Expenses	\$280.00
Equipment Rental	\$2,073.84
Reproduction	\$1,319.46
Telephone	\$17,769.06
Meals	\$6,702.04
Donations	\$6,980.95
Bad Debt	\$1,579.70
<b>Total General Overhead</b>	<b>\$1,120,931.24</b>
<b>Total Indirect Costs (Less FCCM)</b>	<b>\$1,817,543.81</b>
<b>Indirect Cost Rate (Less FCCM)</b>	<b>145.20%</b>
<b>Facilities Capital Cost of Money (FCCM)</b>	<b>0.48%</b>
<b>Indirect Cost Rate (Includes FCCM)</b>	<b>145.68%</b>



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

**Lump Sum Contracts**

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

**Cost Plus Fixed Fee Contracts**

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

**Specific Rates of Pay Contracts**

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

**Cost Per Unit of Work Contracts**

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



**CHEHALIS CITY COUNCIL MEETING  
AGENDA REPORT**

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

**FROM:** Jill Anderson, City Manager

**BY:** Chun Saul, Finance Director

**MEETING OF:** February 28, 2022

**SUBJECT:** Ordinance No. 1027-B, First Reading – Establishing 2021 Year-End Fund Balance Commitments

**ISSUE**

Starting in 2020, the Washington State Auditor’s BARS Manual requires beginning and ending cash and investments (fund balances) be classified in five fund balance categories as follows: non-spendable, restricted, committed, assigned, or unassigned.

The Committed fund balance classification requires most binding formal action (Ordinance) by the City Council. Ordinance No. 1027-B has been prepared for in connection with establishing 2021 year-end fund balance commitments.

**NEW FUND BALANCE CLASSIFICATIONS**

The chart below summarizes the fund balance classifications and specific requirements.

<b>Classification</b>	<b>Authority</b>	<b>Purpose</b>
<b><i>Non-spendable</i></b>	Inherent	Nonfinancial resources (i.e., endowment fund)
<b><i>Restricted</i></b>	External restrictions	Restrictions on the purpose or use of resources imposed by law through constitutional provisions or enabling legislation, or contracts (i.e., creditors, grantors, bond covenants, donors, or other governments).
<b><i>Committed</i></b>	Internal commitments	Specific (not generic) limitations that the government imposes upon itself by the governing body through the most binding formal action (i.e., ordinance) and that remains binding unless removed in the same manner.
<b><i>Assigned</i></b>	Intended use	Amounts intended to be used by the government for specific purposes that are neither restricted nor committed. Can be done in an informal way such as a motion or other form of directive.  The creation of a fund outside of the general fund is considered at least assigned since the creation of a fund automatically sets aside the monies for a purpose.
<b><i>Unassigned</i></b>	Any allowable use and purpose of that fund.	All other funds that are not reported in other categories.

These classifications indicate “the extent to which the government is bound to honor constraints on the *specific purposes for which amounts in the fund can be spent.*” The classifications reflect these limitations and inform management and financial statement users how much of the government’s resources are reserved for a specific purpose or use and how much is freely available for any allowable purpose of that fund.

Budget documents approved by resolution or ordinance do not meet criteria for classifying balances as committed because the budget only represents the government’s authorized spending during the period, rather than a constraint on remaining balances at year end. In other words, a budget deals with plans for anticipated revenues and expenditures – resources not yet collected, and expenditures not yet incurred – whereas an internal commitment imposes a permanent constraint on **currently existing** financial resources.

Merely creating “reserve” funds through resolution or ordinance to set money aside for a different purpose or circumstance (i.e., emergency fund or rainy-day fund) does not automatically classify the entire fund balance as committed.

The government may establish a policy for its intended order of use of classification balances when an expenditure is incurred in which *restricted*, *committed*, and *assigned* cash and investment balances can be used to pay the expenditure. In absence of an approved policy, it is assumed that the government will use the most restricted cash and investment balance first.

#### **PROPOSED COMMITMENTS FOR 2021 YEAR END FUND BALANCE**

**General Fund:** The preliminary ending cash and investment (fund balance) of the City’s General Fund as of 12/31/2021 is \$2,704,784, which is about 24.0 % of the 2021 general fund actual revenues.

A total of \$154,177 of the total fund balance is restricted which includes the drug seizure fund, municipal court bail deposit, and unspent donations received for parks and recreation programs. The remaining cash and investments can be classified as committed, assigned, or unassigned.

On February 23, 2022, the City Manager and Finance Director met with the City Council Budget Committee members and discussed whether a portion of the General Fund’s ending fund balance as of 12/31/2021 should be committed for specific purposes. The Council Budget Committee recommended a total of \$959,500 of the General Fund ending fund balance be Committed for the following purposes:

- \$200,000 for reserve for permanent fire station A & E and related costs
- \$100,000 for general facilities improvements and major repairs.
- \$300,000 for vehicle and equipment replacements
- \$150,000 for City’s financial software upgrade
- \$ 80,000 for police evidence garage acquisition
- \$ 50,000 for Recreation & Finance building interior remodeling
- \$ 55,000 for remaining temporary fire station project commitment
- \$ 24,500 for 2011 LTGO Bonds (city hall) debt service
- \$959,500 Total

The Committee recommended that the remaining cash and investments be classified as unassigned. This will allow replenishing the \$462,210 beginning reserves used to balance the 2022 budget and to maintain the City Council goal of 10% operating reserves at about \$1,128,897.

**Reserve Funds:** In addition to the General Fund, the City maintains the following reserve funds that are primarily funded with the City's general revenues. These funds are managerial funds in nature and are rolled-up into the general fund for financial reporting purposes. The total ending fund balances of these funds are classified as assigned by default except any portion that is designated as Committed by the City Council. It is recommended that the ending fund balances of these funds as of 12/31/2021 be designated as *Committed* for the following specific purposes:

- \$247,000 Compensated Absences Reserve Fund – future retiree accrual cash outs
- \$ 66,000 LEOFF 1 OPEB Reserve Fund - LEOFF1 retiree medical and long-term care benefits
- \$183,000 Automotive/Equipment Reserve Fund – vehicle/equipment replacements
- \$100,000 Automotive/Equipment Reserve Fund – Financial Software/System Upgrade

**Restricted Governmental Funds:** The ending cash and investments (fund balances) in the Arterial Street Fund, Transportation Benefit District (TBD) Fund, Lodging Tax Fund, CDBG Fund, HUD Block Grant Fund, Federal Advance Grant Control Fund, and REET Funds are reported as *restricted* as the revenue sources have statutory limitations or specific limitations from the granting agencies how they can be used, except for the following amounts that are committed for specific purposes:

- \$ 71,300 is committed for 2019 LTGO (Recreation Park) debt service (Lodging Tax Fund)
- \$120,000 is committed for purchase of police body cameras (Federal Advance Grant Control Fund)
- \$900,000 is committed for salaries and benefits for filling one police officer and two firefighter positions that were left unfilled since 2020. (Federal Advance Grant Control Fund)
- \$130,500 is committed for 2020 LTGO (Temporary Fire Station) debt service (1Q REET Fund)
- \$ 73,200 is committed for 2011 LTGO (City Hall) debt service (2Q REET Fund)
- \$1,295,000 Total

**Public Facilities Reserve Fund:** The ending cash and investment as of 12/31/2021 is \$477,066. A \$194,897 of the total is for donations received for the Recreation Park Renovation project which is reported as restricted. The remaining fund balance is committed for the following specific purposes:

- \$ 40,000 is committed for future improvements for Westside and Lintott/Alexander Parks.
- \$240,000 is committed for remaining work to be done for the temporary fire station project
- \$280,000 Total

**Enterprise Funds:** Fund balances in enterprise funds (utilities and Airport) will include restricted amounts for refundable customer deposits and minimum debt service reserves required by debt covenants. The remaining amounts will be reported as assigned balances that can be spent for that enterprise fund activity.

## **SUMMARY**

In summary, the following portions of the City's governmental funds' cash and investments (fund balances) as of December 31, 2021, are designated as Committed:

- \$200,000 is committed for permanent fire station A&E and related expenses
- \$100,000 is committed for future major repairs and improvements of general facilities
- \$483,000 is committed for vehicle/equipment replacements
- \$250,000 is committed for financial software/system upgrades
- \$ 80,000 is committed for acquisition of police evidence garage
- \$ 50,000 is committed for interior remodeling of Recreation/Finance building
- \$295,000 is committed for completion of temporary fire station project

- \$ 97,700 is committed for 2011 LTGO Bonds (city hall) debt service payments (General Fund and 2Q REET)
- \$ 71,300 is committed for 2019 LTGO Bonds (Rec Park) debt service (Lodging Tax)
- \$130,500 is committed for 2020 LTGO Bonds (Fire) debt service (1Q REET)
- \$ 40,000 is committed for future improvements of Westside Park and Lintott/Alexander Park
- \$120,000 is committed for purchase of police body cameras (ARPA Funds)
- \$900,000 is committed for payrolls for one police officer and two firefighter positions for next three years (2022 – 2024) (ARPA Funds)
- \$247,000 is committed for accrued leave cash out payments for retiring employees
- \$ 66,000 is committed for LEOFF 1 OPEB
- \$3,130,050 Total

Additional details are provided in the below table.

2021 Year-End Committed Fund Balance										Total Committed 12/31/2021 (Proposed)
Fund Designation/Purposes	Fund 001	Fund 107	Fund 110	Fund 115	Fund 199	Fund 301	Fund 302	Fund 305	Fund 306	
<b>Proposed Commitments &amp; Purposes:</b>										
Reserve for permanent fire station A&E (in 2022 Budget)	200,000									200,000
Reserve for future general facilities improvements	100,000									100,000
Reserve for vehicle/equipment replacements	300,000						183,000			483,000
Reserve for financial software/system upgrades	150,000						100,000			250,000
Acquisition of police evidence garage*	80,000									80,000
Recreation/Finance building interior remodeling *	50,000									50,000
Temp Fire Station contracts remaining	55,000					240,000				295,000
Debt Service for city hall bonds (in 2022 Budget)	24,500								73,200	97,700
Debt Service for Rec Park bonds (In 2022 Budget)		71,300								71,300
Debt Service for Fire bonds (in 2022 Budget)								130,500		130,500
Reserve for parks improv (Westside & Lintott/Alexander)						40,000				40,000
Purchase of police Body cameras					120,000					120,000
Payroll: 1 Police Officer & 2 Firefighters (2022-2024)					900,000					900,000
Reserve for compensated absences			247,000							247,000
Reserve for LEOFF 1 OPEB				66,000						66,000
<b>Total Proposed Commitments</b>	<b>959,500</b>	<b>71,300</b>	<b>247,000</b>	<b>66,000</b>	<b>1,020,000</b>	<b>280,000</b>	<b>283,000</b>	<b>130,500</b>	<b>73,200</b>	<b>3,130,500</b>
<i>*Budgeted in Fund 301 but transfer of funding was not included in the 2022 budget.</i>										

## **RECOMMENDATION**

It is recommended that the City Council authorize a total of \$3,130,050 of the City's governmental funds' cash and investments (fund balances) as of 12/31/2021, including \$959,500 from the General Fund, to be Committed for the amounts and specific purposes and uses as provided above, and authorize the City Manager to designate other fund balances as Assigned in order to carry out the intent of the City Council, and pass Ordinance No. 1027-B on first reading.

## **SUGGESTED MOTION**

I move that the City Council pass Ordinance No. 1027-B on first reading.



**ORDINANCE NO. 1027-B**

**AN ORDINANCE OF THE CITY OF CHEHALIS, WASHINGTON, ESTABLISHING FUND BALANCE DESIGNATION AS PROVIDED BY WASHINGTON STATE AUDITOR'S BARS MANUAL FOR CASH BASIS ENTITY FOR YEAR END 2021.**

**WHEREAS**, the Washington State Auditor's Office Cash Basis BARS Manual established a new classification system in 2020 requiring the beginning and ending cash and investments (fund balances) to be classified as "non-spendable," "restricted," "committed," "assigned," or "unassigned"; and

**WHEREAS**, these classifications indicate "the extent to which the government is bound to honor constraints on the specific purposes for which amounts in the fund can be spent"; and

**WHEREAS**, the Committed fund balance classification identifies internal fund commitments with limitations that the City imposes upon itself through formal binding action by the City Council; and

**WHEREAS**, the Assigned fund balance classification identifies funds intended to be used for specific purposes that are neither restricted, nor committed, and do not require formal binding action by City Council; and

**WHEREAS**, the City Council finds it beneficial to designate certain fund balances as Committed for specific purposes or projects and for the City Manager to designate certain other fund balances as Assigned in order to carry out the intent of the City Council.

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

**Section 1.** The fund balances of the City of Chehalis designated in this Ordinance are Committed for the specific purposes indicated. Amendments or modifications of the Committed fund balances set forth herein shall require formal action by the City Council.

**Section 2.** The City Council authorizes the City Manager to categorize other fund balances as Assigned in order to carry out the intent of the City Council.

**Section 3.** The following portions of the City's December 31, 2021, fund balances are designated as Committed:

- \$200,000 is committed for permanent fire station A&E and construction
- \$100,000 is committed for future major repairs and improvements of general facilities
- \$483,000 is committed for vehicle/equipment replacements

- \$250,000 is committed for financial software/system upgrade
- \$ 80,000 is committed for acquisition of police evidence garage (Public Facilities Reserve Fund)
- \$ 50,000 is committed for remodeling of Recreation/Finance building interior (Public Facilities Reserve Fund)
- \$295,000 is committed for completion of temporary fire station project (Public Facilities Reserve Fund)
- \$ 97,700 is committed for 2011 LTGO Bonds (city hall) debt service payments
- \$ 71,300 is committed for 2019 LTGO Bonds (Rec Park) debt service payments.
- \$130,500 is committed for 2020 LTGO Bonds (Temp Fire) debt service Payments
- \$ 40,000 is committed for future improvements of Westside Park and Lintott/Alexander Park
- \$120,000 is committed for purchase of police body cameras
- \$900,000 is committed for payrolls for one police officer and two firefighter positions for next three years (2022 – 2024)
- \$247,000 is committed for accrued leave cash out payments for retiring employees
- \$ 66,000 is committed for LEOFF 1 OPEB
- \$3,130,050 Total

**Section 4.** This Ordinance hereby revokes any remaining orders or committed fund balances from the 2020 year-end Ordinance No. 1017-B.

**PASSED** by the City Council of the City of Chehalis, Washington, and **APPROVED** by its Mayor at a regularly scheduled open public meeting thereof this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

\_\_\_\_\_  
Mayor

Attest:

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

Approved as to form and content:

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

**CHEHALIS CITY COUNCIL MEETING  
AGENDA REPORT**

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

**FROM:** Jill Anderson, City Manager

**BY:** Melody Guenther, Court Administrator

**MEETING OF:** February 28, 2022

**SUBJECT:** Convert the Part-time Judicial Assistant for Sentence Monitoring Position to Full-time

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**ISSUE**

The position of Judicial Assistant for Sentence Monitoring is currently a part-time position. The new state laws have increased the workload of municipal court staff and additional help is needed. It is requested that the position of Judicial Assistant for Sentence Monitoring be increased to a full-time position to assist with the added requirements.

**DISCUSSION**

Due to recent changes in state statutes, the workload for court staff has increased significantly. New domestic violence laws have required the court to implement new procedures to ensure timely and complete compliance with orders regarding firearms, including compliance hearings, tracking, and reporting.

Another new statute requires the court to order DNA samples upon conviction of certain crimes. Court staff must perform additional record checks with the Washington State Patrol WATCH - Criminal Justice program to verify whether DNA samples have been taken.

This has increased staff time to prepare the weekly court calendar. Recent legislation on legal financial obligations has required the court to implement enhanced procedures to screen defendants requesting court appointed counsel. The new Washington State Court General Rule 29 created a new process for the remission of legal financial obligations requiring additional file preparation and scheduling of petitions for court hearings.

In addition, the current Court Administrator is retiring in March. The new Court Administrator will require additional assistance with court operations as she learns the operations of the Chehalis Municipal Court.

The City Council Budget Committee reviewed the proposal to make the Judicial Assistant for Sentence Monitoring a full-time position and supports the change. Therefore, it is recommended that the Judicial Assistant Position be made full-time.

**FISCAL IMPACT**

The annual budget amount by changing the position from 0.73 FTE to 1.0 FTE would have the estimated impact of:

- Salary/Wage budget increase \$12,800
- Benefits budget increase \$6,200
- Total annual budget increase \$19,000

If the changes were to be effective in March, the 2022 budget impact would be about \$15,833 (\$19,000/12 x 10 months):

- Salary/wages for 10 months: \$10,667
- Benefits for 10 months: \$5,167

### **RECOMMENDATION**

It is recommended that the City Council approve:

- 1) Approve the conversion of the Judicial Assistant for Sentence Monitoring from a part-time position to a full-time position; and
- 2) Authorize the budget adjustments needed to fund the full-time position for the remainder of the fiscal year, which ends on December 31, 2022.

### **SUGGESTED MOTION**

I move that the City Council:

- 1) Approve the conversion of the Judicial Assistant for Sentence Monitoring from a part-time position to a full-time position; and
- 2) Authorize the budget adjustments needed to fund the full-time position for the remainder of the fiscal year, which ends on December 31, 2022.

## CITY OF CHEHALIS POSITION DESCRIPTION

Class Title: **Judicial Assistant for Sentence Monitoring**  
Department: **Municipal Court**

FLSA Status: Non-exempt  
Union Status: Represented  
Updated: November 2015

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*Position descriptions are intended to present a descriptive list of the range of duties performed by employees in the class. Descriptions are not intended to reflect all duties performed within the job.*

### **NATURE OF POSITION:**

Performs a wide variety of routine clerical support for the Municipal Court. Interacts regularly with the general public both in person and by phone. Performs sentence monitoring and administers the Electronic Home Monitoring and Community Restitution programs.

### **SUPERVISION RECEIVED:**

This position works under the general supervision of and reports to the Court Administrator and Presiding Municipal Court Judge.

### **SUPERVISION EXERCISED**

None generally. May train or provide direction to other staff as assigned or required.

### **ESSENTIAL DUTIES AND RESPONSIBILITIES:**

*The following tasks are typical for positions in this classification. Any single position may not perform all of these tasks and/or may perform similar related tasks not listed here.*

#### **General**

Performs a variety of duties including processing forms, orders, citations and documentation for court cases, from origin to final disposition.

Sets cases for various types of hearings.

Assists the public and explains court procedures. Responds to or directs telephone calls, written inquiries and citizen visits to the appropriate departments.

Establishes and maintains effective working relationships with defendants and their families, attorneys, law enforcement personnel, other agencies, co-workers, criminal justice officials and the general public.

Works confidentially and with discretion at all times. Maintains a non-judgmental attitude towards offenders.

Maintains composure and takes responsible action during stressful or dangerous situations and copes with a wide variety of situations with tact, discretion, courtesy and respect for citizen's rights.

Receipts bail, fines and penalties. Prepares daily deposit as needed.

Performs portable breathalyzer testing of defendants to monitor compliance with terms set forth in court orders.

Responds to requests from judge, city prosecutor, police department and others for assistance and information.

As needed, performs clerical duties in courtroom including preparation of court documents; assisting judge; and keeping an electronic record of court proceedings.

Successfully participates in and completes training and obtains and maintains applicable certification and/or licensing and eligibility in:

- Public Records Disclosure and Dissemination

### **Electronic Home Monitoring**

Works directly with participants, including determining participant eligibility, briefing participants on program requirements, attaching home monitoring transmitters and ankle bracelets, and verifying participant location.

Maintains required records on each participant and notifies Court Administrator when defendant is out of compliance with program requirements. Must be available for court hearings if testimony is necessary for non-compliance.

### **Community Restitution**

Receives referrals from the court with direction to monitor compliance with terms set forth in court orders.

Works directly with participants, and community restitution agencies, including determining participant eligibility. Briefs participants on program requirements and verifies that participant is working at assigned location.

Maintains required records on each participant and notifies Court Administrator when participant is out of compliance with program requirements.

### **Sentence Monitoring**

Maintains sentencing monitoring files as required by Court Administrator.

Receives information about compliance; determines whether timely and complete, if fines and costs have been paid, whether court ordered evaluations and treatment have been met. Meets with defendants at appropriate times, reports the information obtained to the Judge of the Municipal Court.

Verifies offender compliance with court ordered terms of sentence, including restitution, community restitution and/or detention time served, participation in court ordered treatment programs and any other conditions of each judgment and sentence. Informs offender of court requirements and facilitates offender in meeting each condition.

Prepares and presents progress and/or non-compliance reports to the court, both those convicted, and those whose sentence was deferred.

Works closely with treatment agencies and other community resources to identify additional resources, provide referrals and monitor programs and client's compliance with treatment plan.

Provides testimony in court as required.

**OTHER JOB FUNCTIONS:**

Maintains regular, reliable and punctual attendance.

May be required to work weekends and before or after normal working hours.

Follows directions and implements or carries out written and/or oral instructions and assigned duties. Effectively communicates orally and in writing using the English language.

Provides customer service including direction inquiries and issues to the appropriate department.

Travels within the city as well as out of town to conferences or training.

Follows all applicable safety rules and procedures.

And such other related tasks, duties and responsibilities as assigned.

**REQUIRED QUALIFICATIONS**

**Education and Experience:**

Graduation from an accredited high school or GED equivalent.

Minimum of four (4) years of administrative or clerical experience providing direct customer service to the public, including at least two (2) years of experience in receipting funds, making change and balancing a cash till.

*In place of the above requirements, any combination of education and experience that provides the applicant with the required knowledge, skills and abilities to perform the job may be considered as qualifying.*

**Licenses, Certifications and Other Requirements:**

Must be 18 years or older at time of employment.

Must possess a valid Washington State Drivers License with good driving record. Out of state applicants must possess valid license for state of residence and must obtain valid Washington State Drivers License within 30 days of appointment. Finalists for this position will be required to provide a Driving Record Abstract for review by the City of Chehalis.

Must successfully satisfy a background investigation.

**Working Knowledge Of:**

Computers and electronic data processing, including Microsoft Office Suite.

Office practices and procedures.

**Skilled In:**

Operation of listed tools, equipment and computer including extensive use of Microsoft Products (Word, Excel, PowerPoint and Outlook).

Accurate typing skills with a required minimum of 30 wpm.

**Ability To:**

Establish good and effective working relationships with representatives from other agencies, public officials, staff, citizens, and law enforcement personnel.

Read, comprehend and write the English language and to effectively communicate detailed and technical information both verbally and in writing, and to understand, follow and transmit written and oral instructions.

Deal tactfully and courteously with the general public and maintain composure in difficult and/or stressful situations with frequent interruptions and maintain a non-judgmental attitude towards others.

Perform the physical demands and essential duties and responsibilities described.

Perform basic arithmetic computations and data entry functions accurately.

Work confidentially and with discretion.

**Desired Skills and Abilities (not required):**

Experience in the fields of criminal justice, corrections or probation.

General knowledge of court rules and procedures.

**MACHINES, TOOLS AND EQUIPMENT USED IN PERFORMING ESSENTIAL JOB FUNCTIONS**

*The machines, tools and equipment described here are representative of, but not limited to, those that may be used by an employee to successfully perform the essential functions of the job.*

Personal computer and specialty software, 10-key calculator, telephone, typewriter, fax and copy machines, postage machine, audio/video recording system, and transcriber.

**PHYSICAL DEMANDS:**

*The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of the job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential job functions.*

While performing the duties of this job, the employee is regularly required to: Sit or stand in a stationary position for an unspecified duration, perform repetitive movements/motion in job-related tasks, move around in



a typical office setting, operate under their own power typical office equipment and supplies, climb ladders and stairs, stoop, bend, kneel, crouch or crawl as necessary for various job-related tasks, communicate verbally with others.

Requires normal ability to read and visually process information – specific vision abilities include close, distance, color and peripheral vision, depth perception, and the ability to adjust focus.

The employee must regularly perform Medium Work – lifting and/or exerting up to 50 pounds of force occasionally, and/or up to 20 pounds of force frequently, and/or up to 10 pounds of force constantly to move objects.

**WORK ENVIRONMENT:**

*The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.*

Duties will be performed primarily at the municipal court and may include other city and county offices, including the jail, as needed. The noise level is generally that expected in a typical office environment. The employee is routinely exposed to household cleaning supplies and/or basic office supplies (e.g. copy machine toner), noise, traffic and vehicle hazards.

As duties involve working with and around potentially aggressive or hostile defendants or other individuals, the possibility of physical confrontation does exist, although it is not likely. Placement and removal of the home monitoring “bracelet” involves close contact with defendants.

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*The duties and responsibilities listed above are intended to be illustrative only of the type of work performed. The omission of other specific duties does not exclude them from the requirements of the position if they are similar, related or logical assignments to the position.*

*The position description does not constitute an employment agreement between the City and the employee and is subject to change by the City as its needs and the requirements of the job change.*

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**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:** February 28, 2022

**SUBJECT:** Increase Part-time Temporary Records Specialist Position to Full-time Permanent Position

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**ISSUE**

The position of Records Specialist is currently a temporary, part-time position in the Building and Planning Department. With new development and increased demand for records, it is requested that this position become a permanent, full-time position.

**DISCUSSION**

The Building and Planning Department has seen a significant increase in demand over the past year. The part-time, temporary records specialist position was created to help with this demand and to assist in records management processes.

During the last year, 62 of the 110 public records requests received sought information from the Building and Planning Department. The Records Specialist was key in assisting with the production of records in a timely manner.

While initially created to assist with records management, it has become evident that the position is essential to daily operations of the Building and Planning Department. Without this position, the timely production of records will fall upon other staff members, which would cause delays in permit processing and other essential functions.

The job description for proposed full-time position also included provisions for this position to assist other departments as assigned, recognizing that the need for records management and retrieval is a citywide need.

The City Council Budget Committee reviewed the proposal for converting the position from part-time to full-time and supports the change.

**FISCAL IMPACT**

The Building and Planning Department budget currently includes \$25,000 for this position. Changing the Records Specialist position to a full-time position would have the estimated impact of:

- Monthly base salary: \$3,410
- Monthly basic benefits: \$2,341
- Total monthly salary and benefits: \$5,751

If the changes were to be effective in March, the 2022 budget impact would be approximately \$57,510 total. Subtracting the current \$25,000 budgeted for this position, an additional \$32,510 would be necessary to fund this position.

**RECOMMENDATION**

It is recommended that the City Council approve converting the position of Records Specialist from a part-time position to a full-time status and authorize the related budget adjustments needed to fund the position for the remainder of the fiscal year which ends on December 31, 2022.

**SUGGESTED MOTION**

I move that City Council approve the position of Records Specialist to a full-time status.

## CITY OF CHEHALIS POSITION DESCRIPTION

Class Title: **Public Records Specialist**  
Department: **Community Development/City Manager**

FLSA Status: Non-exempt  
Union Status: Represented  
Updated: February 2022

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*Position descriptions are intended to present a descriptive list of the range of duties performed by employees in the class. Descriptions are **not** intended to reflect all duties performed within the job.*

### **NATURE OF POSITION:**

Performs a variety of public records duties in support of various administrative offices within the City. The Public Records Clerk will work with the Planning and Building Manager, City Clerk, and other City Offices to ensure that public records are organized and maintained per the State records retention schedule and that responses to public disclosure request comply with the Public Records Act (RCW42.56). The Public Records Clerk requires a high degree of discretion, confidentiality, and the ability to work independently

### **SUPERVISION RECEIVED:**

This position works under the general supervision of and reports to the Planning and Building Manager.

### **SUPERVISION EXERCISED**

None generally. May train or provide direction to other staff as assigned or required.

### **ESSENTIAL DUTIES AND RESPONSIBILITIES:**

*The following tasks are typical for positions in this classification. Any single position may not perform all of these tasks and/or may perform similar related tasks not listed here.*

Plan, coordinate, and oversee the records management tasks for the city.

Assist the City Clerk in receiving processing and responding to requests for public records in compliance with the PRA and RCW 42.56

Independently analyze and interpret the scope of public records requests.

Identify record holders and locations of records and determine best strategy to collect all responsive documents from document custodians.

Maintain public records request tracking system to monitor timely review and response from departments.

Schedule and monitor on-site records inspections by requestors.

Follow procedures, guidelines, and controls for storage, retrieval, tracking, and filing of active and inactive records; ensure records are maintained and destroyed according to the State Records Retention Schedule.

Perform file management functions to ensure compliance with public records retention schedules.

Maintain knowledge of changes in case law and legislation regarding records management and public records requests, update staff in response to changes.

Work closely with IT to retain, produce, and dispose of electronic records.

Maintain membership in Washington Association of Public Records Officers and attend annual WAPRO training when available. Seek and attend additional training related to public records, disclosure, and records management.

Preparation of files for the Washington State Archives.

Responsible for the maintenance and processing of various confidential material and information. Works confidentially and with discretion always.

Perform various administrative support and other duties as assigned or required.

Learns, evaluates and applies applicable laws, ordinances, and department rules and regulations.

Meets deadlines as directed and/or required by law.

### **OTHER DUTIES**

- May be required to work weekends and before or after normal working hours.
- Provides customer service including directing inquiries and issues to the appropriate department.
- Travels within city and county, as well as out of town, which may include attending conferences, seminars, and training sessions.
- Follows all applicable safety rules and procedures.

And such other related tasks, duties and responsibilities as assigned.

### **REQUIRED QUALIFICATIONS**

#### **Education and Experience:**

Graduation from an accredited high school or GED equivalent.

Minimum of two years of related administrative, records, customer service, clerical or receptionist experience.

*In place of the above requirements, any combination of education and experience that provides the applicant with the required knowledge, skills and abilities to perform the job may be considered as qualifying.*

#### **Licenses, Certifications and Other Requirements:**

Must be 18 years or older at time of employment.

Must possess a valid Washington State Drivers License with good driving record. Out of state applicants must possess valid license for state of residence and must obtain valid Washington State Drivers License within 30 days of appointment. Finalists for this position will be required to provide a Driving Record Abstract for review by the City of Chehalis.

**Working Knowledge Of:**

Computers and electronic data processing, including Microsoft Office Suite.

Office practices and procedures.

**Skilled In:**

Operating listed tools and/or equipment.

Accurate typing skills with a required minimum of 30 wpm.

**Ability To:**

Deal tactfully and courteously with the public and maintain composure in difficult and/or stressful situations with frequent interruptions and maintain a non-judgmental attitude towards others.

Effectively communicate verbally and in writing in English, and to understand, follow and transmit written and oral instructions.

Read, comprehend, and write the English language.

Perform arithmetic computations and data entry functions accurately.

Work confidentially and with discretion.

Perform the physical demands and essential duties and responsibilities described.

**MACHINES, TOOLS AND EQUIPMENT USED IN PERFORMING ESSENTIAL JOB FUNCTIONS:**

*The machines, tools and equipment described here are representative of, but not limited to, those that may be used by an employee to successfully perform the essential functions of the job.*

Personal computer and specialty software, 10-key calculator, telephone, cash register, typewriter, police radio, fax and copy machines, postage machine.

**PHYSICAL DEMANDS:**

*The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of the job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential job functions.*

While performing the duties of this job, the employee is regularly required to: Sit or stand in a stationary position for an unspecified duration, perform repetitive movements/motion in job-related tasks, move around in a typical office and shop setting, operate under their own power typical office equipment and supplies, climb ladders and stairs, stoop, bend, kneel, crouch or crawl as necessary for various job-related tasks, communicate verbally with others.

Requires normal ability to read and visually process information - specific vision abilities include close, distance, color and peripheral vision, depth perception, and the ability to adjust focus.

The employee must regularly perform Medium Work – lifting and/or exerting up to 50 pounds of force occasionally, and/or up to 20 pounds of force frequently, and/or up to 10 pounds of force constantly to move objects.

**WORK ENVIRONMENT:**

*The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.*

Work is performed almost exclusively in an office environment but may occasionally take place at other facilities and locations. The noise level is generally that expected in a typical office environment. The employee is routinely exposed to household cleaning supplies and/or basic office supplies (e.g., copy machine toner).

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*The duties and responsibilities listed above are intended to be illustrative only of the type of work performed. The omission of other specific duties does not exclude them from the requirements of the position if they are similar, related or logical assignments to the position.*

*The position description does not constitute an employment agreement between the City and the employee and is subject to change by the City as its needs and the requirements of the job change.*

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