

CHEHALIS CITY COUNCIL AGENDA

CITY HALL
350 N MARKET BLVD | CHEHALIS, WA 98532

Anthony E. Ketchum, Sr., District 3
Mayor

John Six, District 1
Daryl J. Lund, Mayor Pro Tem, District 2
Jody Kyes, District 4

Kate McDougall, Position at Large No. 1
Kevin Carns, Position at Large No. 2
Robert J. Spahr, Position at Large No. 3

Regular Meeting of Monday, February 26, 2024

5:00 p.m.

To access this meeting via Zoom:

Meeting ID: 834 4212 6653

Pass Code: 674890

1. Call to Order
2. Pledge of Allegiance
3. Approval of Agenda

PRESENTATIONS/PROCLAMATIONS

4. Lewis County Transit Update (Joe Clark, Executive Director)

CONSENT CALENDAR

ADMINISTRATION RECOMMENDATION	PAGE
APPROVE	1
APPROVE	3
APPROVE	7
APPROVE	9
APPROVE	19

5. Minutes of the Special Meeting January 18, 2024 (City Clerk)
6. Minutes of the Regular Meeting February 12, 2024 (City Clerk)
7. Vouchers and Transfers- Accounts Payable in the Amount of \$420,094.41 (Finance Director)
8. Resolution 02-2024, Interlocal Agreement with Thurston County for Purchase of Anti-Ice Material (Street Superintendent)
9. On-Call Engineering Services Contract Award for Airport Projects (Airport Director)

PUBLIC HEARINGS

ADMINISTRATION RECOMMENDATION	PAGE
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None

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 Kassi Mackie at 360-345-1042 or at kmackie@ci.chehalis.wa.us. Public comments will be limited to five (5) minutes per person.

UNFINISHED BUSINESS	ADMINISTRATION RECOMMENDATION	PAGE
<u>None</u>		

NEW BUSINESS	ADMINISTRATION RECOMMENDATION	PAGE
10. <u>First Reading of Ordinance No. 1090-B, Year End Fund Balance Commitment</u> (Finance Director)	APPROVE	29
11. <u>Proposal for Drug Court</u> (City Attorney)	APPROVE	39
12. <u>Consideration of the Fifth Amendment to Agreement with CCA Retail, LLC (Twin City Town Center)</u> (Airport Director)	APPROVE	43
13. <u>Award Contract for Engineering and Architectural Services for the Fire Station Headquarters Project – Fire Station Programing, Revalidation, and Preliminary Design</u> (Fire Chief)	APPROVE	51
14. <u>Consultant Services for Development of Local Flood Strategy and Investment Plan (FSIP) for the City of Chehalis and Port of Chehalis</u> (Capital Projects Manager)	APPROVE	97
15. <u>Wastewater Equalization Basin Intertie Project</u> (Wastewater Superintendent)	APPROVE	155

ADMINISTRATION AND CITY COUNCIL REPORTS	ADMINISTRATION RECOMMENDATION	PAGE
<u>Administration Reports</u> <ul style="list-style-type: none"> City Manager Update <u>Councilor Reports/Committee Updates</u> (City Council)	INFORMATION ONLY	

EXECUTIVE SESSION
<u>Pursuant to RCW</u> <ul style="list-style-type: none"> 42.30.110 (1)(g)- Evaluate Qualifications of Applicant for Public Employment

THE CITY COUNCIL MAY ADD AND TAKE ACTION ON OTHER ITEMS NOT LISTED ON THIS AGENDA.

NEXT REGULAR CITY COUNCIL MEETINGS

MONDAY, MARCH 11, 2024- 5:00 P.M.

MONDAY, MARCH 25, 2024- 5:00 P.M.

NEXT SPECIAL CITY COUNCIL MEETING

MONDAY, MARCH 18, 2024 – 5:00 P.M.

Chehalis City Council

Special Meeting Minutes

January 18, 2024

Council Present: Mayor Ketchum, Mayor Pro-Tem Lund, Councilor Spahr, Councilor McDougall, Councilor Carns, Councilor Kyes.

Council Absent: None.

Staff Present: Jill Anderson, City Manager; Rebecca Gallagher, Administrative Assistant to the City Manager; Lance Bunker, Public Works Director.

Press Present: Owen Sexton, The Chronicle.

1. **Call to Order:**

Mayor Ketchum called the meeting to order at 5:00 pm.

2. **Pledge of Allegiance:**

Mayor Ketchum led the flag salute.

3. **Approval of Agenda:**

A motion was made by Mayor Ketchum, seconded by Councilor Spahr, to approve the agenda as presented. Motion carried unanimously.

SPECIAL BUSINESS

4. **Interview Candidates for Vacant District 1 City Council Position:**

Mayor Ketchum thanked candidate John Six for his interest in the vacant position of Councilor-- District 1. John Six was the only qualified candidate for the council seat, so the interview process began, and each councilor asked Mr. Six one question.

5. **Executive Session:**

Mayor Ketchum announced that the council would be in executive session pursuant to RCW 42.30.110(1)(h)-- Evaluate Qualifications of a Candidate for Appointment to Elective Office not to exceed 5:15 pm and there would be action following conclusion of the executive session. Mayor Ketchum closed the regular meeting at 5:10 pm. Following conclusion of the executive session, the special meeting was reopened at 5:15 pm.

6. **Appoint a Candidate to Fill Vacant District 1 City Council Position:**

Councilor Carns moved to nominate John Six to Chehalis City Council vacant position District 1; Councilor McDougall seconded the nomination. The motion passed unanimously.

Mayor Ketchum welcomed John Six and stated that he would be sworn in during the council's regular meeting on Monday, January 22, 2024.

There being no further business, the meeting was adjourned at 5:17 pm.

Chehalis City Council
Regular Meeting Minutes
February 12, 2024
5:00 p.m.

Council Present: Mayor Ketchum, Mayor Pro Tem Lund, Councilor Spahr, Councilor McDougall, Councilor Carns, Councilor Kyes.

Council Absent: Councilor Six (absent for regular meeting due to illness and technical issues with Zoom. Councilor Six was able to attend via Zoom for the executive session).

Staff Present: Jill Anderson, City Manager; Kevin Nelson, City Attorney; Lance Bunker, Public Works Director; Chun Saul, Finance Director; Adam Fulbright, Fire Chief; Randy Kaut, Police Chief; Brandon Rakes, Airport Director; Riley Bunnell, Water Superintendent; Fritz Beierle, Streets Superintendent; Malissa Paulsen, City Planner/Interim Community Development Director; Rebecca Gallagher, Administrative Assistant to the City Manager; Lilly Wall, Recreation Manager.

Press Present: Owen Sexton, The Chronicle

1. Call to Order

Mayor Ketchum called the meeting to order at 5:00 p.m.

2. Pledge of Allegiance

Mayor Pro Tem Lund led the flag salute.

3. Approval of Agenda

A motion was made by Councilor Spahr, seconded by Mayor Ketchum, to approve the agenda as presented. Motion carried unanimously.

CONSENT CALENDAR

4. Minutes of the Regular City Council Meeting of January 22, 2024

5. Vouchers and Transfers—Accounts Payable in the Amount of \$285,362.19 (Finance Director)

6. Vouchers and Transfers—Payroll in the Amount of \$1,043,522.15 (Finance Director)

7. Contract Award Security Updates, Fencing and Gated Entry at Public Works (Public Works Director)

8. Contract Award for Louisiana Ave Traffic Splitters Concrete Project (Public Works Director)

A motion was made by Councilor Spahr, seconded by Mayor Pro Tem Lund to approve the items on the Consent Calendar as though acted on individually. The motion carried unanimously.

PUBLIC HEARINGS

None.

CITIZENS BUSINESS

None.

UNFINISHED BUSINESS

None.

NEW BUSINESS

9. Agreement for Professional Services with SCJ, Inc. for the Comprehensive Plan Periodic Update (Interim Community Development Director)

Interim Community Development Manager Malissa Paulsen presented.

A motion was made by Councilor Spahr, seconded by Mayor Pro Tem Lund to authorize the City Manager to execute the agreement with SCJ, Inc. for the Comprehensive Plan Periodic Update in the amount of \$152,000. The motion carried unanimously.

10. Renewal of the Memorandum of Understanding with the Economic Alliance of Lewis County for Infrastructure Planning, Support, and Advocacy (City Manager)

City Manager Jill Anderson and Economic Alliance Project Manager Todd Chaput presented.

A motion was made by Councilor Spahr, seconded by Councilor McDougall to approve the Memorandum of Understanding with the Economic Alliance of Lewis County; authorize the \$20,000 budget allocation; and authorize the City Manager to sign the Memorandum of Understanding. The motion carried unanimously.

ADMINISTRATION REPORTS

City Manager Update

City Manager Anderson thanked Finance Director Chun Saul and the Budget Committee for their time and dedication and provided an update on the recruitment of the new City Manager, stating that the first review of applications will occur on February 25th.

2023 Fourth Quarter Financial Report

Finance Director Chun Saul presented an overview of the City's financial reports for the year 2023.

COUNCILOR REPORTS/COMMITTEE UPDATES

Councilor Spahr reported attending the Economic Alliance banquet, as well as the Budget Committee meeting.

Mayor Pro Tem Lund also attended the Economic Alliance banquet, as well as a Chamber board meeting.

Councilor McDougall attended the Economic Alliance banquet, Public Health and Social Services for behavioral health, a shelter meeting, the Budget Committee meeting, Friday with Friends hosted by Experience Chehalis, Lewis County Young Professionals meeting, and also met with the Lewis County Sheriff and Commissioner Brummer about strategic planning surrounding behavioral health.

Councilor Carns attended the Budget Committee meeting.

Mayor Ketchum reported attendance at the Airport's Master Plan open house, the monthly shelter meeting, a Children's event at the Lewis County Museum, a public input forum at the senior center for the Coal Creek Project, a Twin Transit Board meeting, a SWRPTO Transportation meeting, the Experience Chehalis meeting, and also picked up litter with the Chehalis Clean Team.

EXECUTIVE SESSION

PURSUANT TO:

- RCW 42.30.110(1)(c)- Sale/Lease of Real Estate
- RCW 42.30.110(1)(i)- Litigation/Potential Litigation

Mayor Ketchum adjourned the regular meeting and Council entered executive session at 5:47 p.m. for 50 minutes or until 6:40 p.m., allowing the public five minutes to exit.

Mayor Ketchum adjourned the executive session and reconvened the regular meeting and announced that the council would adjourn the regular meeting and reenter executive session for an additional 10 minutes or until 6:50 p.m.

Mayor Ketchum adjourned the executive session at 6:50 p.m.

ADJOURNMENT

Mayor Ketchum adjourned the meeting at 6:50 p.m.

Anthony Ketchum, Sr., Mayor

Attest: Kassi Mackie, City Clerk

**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 III

MEETING OF: February 26, 2024

SUBJECT: 2024 Vouchers and Transfers – Accounts Payable in the Amount of \$420,094.41.

ISSUE

City Council approval is requested for 2024 Vouchers and Transfers dated February 15, 2024.

DISCUSSION

The February 15, 2024, 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. 3460 – 3491, 143 - 145 and Voucher Checks No. 138372 - 138471 in the amount of \$420,405.29 dated February 15, 2024 and Voided checks No. 138351 and 138369 for the net total of \$420,094.41 as follows:

- \$ 118,156.23 from the General Fund
- \$ 11,028.34 from the Street Fund
- \$ 47.59 from the Transportation Benefit District Fund
- \$ 1,448.60 from the LEOFF 1 OPEB Reserve Fund
- \$ 259.78 from the Automotive Equipment Reserve Fund
- \$ 124,458.69 from the Wastewater Fund
- \$ 32,120.94 from the Water Fund
- \$ 5,288.17 from the Storm & Surface Water Utility Fund
- \$ 79,805.86 from the Airport Fund
- \$ 4,177.50 from the Water Capital Fund
- \$ 35,217.32 from the Airport Capital
- \$ 5,773.15 from the Custodial Court Fund

- \$ 2,623.12 from the Custodial Other Agency Fund
- \$ 420,405.29 Total Vouchers for February 15, 2024
- \$<310.88> Voided checks for February 15, 2024
- \$ 420,094.41 Net Total Transfers

RECOMMENDATION

It is recommended that the City Council approve the Claim Vouchers including Electronic Funds Transfer Checks No. 3460 – 3491, 143 - 145 and Voucher Checks No. 138372 - 138471 in the amount of \$420,405.29 dated February 15, 2024, and Voided checks No. 138351 and 138369 for the net total of \$420,094.41.

SUGGESTED MOTION

I move that the City Council approve the Claim Vouchers including Electronic Funds Transfer Checks No. 3460 – 3491, 143 - 145 and Voucher Checks No. 138372 - 138471 in the amount of \$420,405.29 dated February 15, 2024, and Voided checks No. 138351 and 138369 for the net total of \$420,094.41.

**CHEHALIS CITY COUNCIL MEETING
AGENDA REPORT**

TO: The Honorable Mayor and City Council

FROM: Jill Anderson, City Manager

BY: Lance Bunker, Public Works Director
Fritz Beierle, Street/Storm Superintendent

MEETING OF: February 26, 2024

SUBJECT: Resolution No. 02-2024, Interlocal Agreement with Thurston County for Purchase of Anti-Ice Material

INTRODUCTION

This Interlocal Agreement (ILA) is aimed at acquiring anti-ice material from Thurston County with the intention to strategically apply this product on the hills and main arterials located within the city limits of Chehalis when needed. The implementation of this anti-ice material is crucial for enhancing our city's ability to proactively maintain the condition of its streets, particularly during adverse weather conditions. By employing this product, we aim to significantly diminish the likelihood of accidents, contributing to the overall safety and well-being of our community members during inclement weather.

DISCUSSION

The City of Chehalis Public Works currently relies solely on sand as a snow and ice inhibitor, priced at \$19.00 per ton. While effective for providing traction on icy roads, the use of sand necessitates extensive cleanup efforts post-event, involving sweeping roads and addressing its accumulation in storm drains and road shoulders crucial for water runoff.

Recognizing the limitations of this approach, Chehalis Public Works is in the initial stages of implementing a program to incorporate anti-ice products on city roadways, particularly on hills and main traffic routes. This new method aims to complement rather than replace sand application.

Thurston County is willing to sell the needed product to the City of Chehalis. This product will cost \$0.53 per gallon. This product will be applied at a rate of 35 gallons per lane mile of road, this will amount to approximately 1000 gallons of material per application. This will cover approximately 29 lane miles of road. Applied preemptively, the anti-ice product works by melting snow from the bottom up, facilitating more efficient road plowing. Additionally, when applied to dry roads before frost, it can last up to 5-7 days, or until washed away by rain.

FISCAL IMPACT

The 2024 Budget includes funds to purchase anti-icing material and the equipment needed to apply it. Approval of the ILA will allow the City to purchase the product needed from Thurston County.

RECOMMENDATION

It is recommended that the City Council approve Resolution No. 02-2024 and authorize the City Manager to sign the ILA with Thurston County for the purchase of anti-ice material.

SUGGESTED MOTION

I move that the City Council approve Resolution No. 02-2024 and authorize the City Manager to sign the Interlocal Agreement with Thurston County for the purchase of anti-ice material.



RESOLUTION NO. 02-2024

**A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO AN
INTERLOCAL AGREEMENT WITH THURSTON COUNTY FOR ANTI-ICING
MATERIALS**

WHEREAS, RCW 39.34.080 authorizes a public agency to contract with another public agency to perform any governmental service, activity or undertaking that each public agency is authorized by law to perform; and

WHEREAS, Thurston County has the capability to produce and/or provide anti-icing materials for use in winter road operations; and

WHEREAS, the City of Chehalis requires anti-icing materials in support of their winter operations but does not have the ability to produce the materials; and

WHEREAS, it is to the mutual advantage of the County and City to cooperate as described in the attached interlocal agreement to make the most efficient use of their resources to provide services and supplies needed,

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Chehalis the City Manager is authorized to execute the interlocal agreement with Thurston County for anti-icing materials as described and attached hereto as Exhibit A.

PASSED by the City Council of Chehalis, Washington, and approved by its Mayor this _____ day of February 2024.

Mayor

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

INTERLOCAL AGREEMENT BETWEEN THURSTON COUNTY AND CITY OF CHEHALIS
FOR
ANTI-ICING MATERIALS FOR ROAD OPERATIONS

This Agreement is entered into duplicate originals this _____ day of _____ 2023 between THURSTON COUNTY, a municipal corporation, hereinafter "County", and CITY OF CHEHALIS, a municipal corporation, hereinafter "City", collectively referred to as "parties" and individually as "party," pursuant to RCW 39.34.080.

WHEREAS, County has the capability to produce and/or provide anti-icing materials for use in winter road operations providing for the public safety and welfare; and

WHEREAS, City needs anti-icing materials in support of their winter operations but does not have the ability to produce the materials; and

WHEREAS, it is to the mutual advantage of County and City to cooperate as described herein in order to make the most efficient use of their resources to provide services and supplies needed by the citizens residing within their respective jurisdictions; and

WHEREAS, RCW 39.34.080 authorizes a public agency to contract with another public agency to perform any governmental service, activity, or undertaking that each public agency is authorized by law to perform;

NOW THEREFORE, by virtue of RCW 39.34.080 and in consideration of the terms, conditions, covenants, and performances contained herein, or attached and incorporated and made a part hereof, IT IS MUTUALLY AGREED AS FOLLOWS:

I
PURPOSE

1.1 The purpose of the Agreement is to provide a mechanism by which City can purchase anti-icing materials from County for road operations purposes in order to allow the parties to make efficient use of their resources and for the benefit of the public.

II
PROVISION OF SUPPLIES

2.1 County agrees to sell anti-icing materials to City on an "as available" basis. The County is not obligated by this Agreement to sell anti-icing materials to City, if, in the sole determination of County, the County is unable or unwilling to accommodate a request to purchase from City.

2.2 County agrees that any anti-icing materials provided pursuant to this Agreement will be made in accordance with industry standard. A Safety Data Sheet (SDS) will be provided to City at time of collection.

2.3 The procedures for ordering and collecting anti-icing materials are as follows:

- City shall contact the County Representatives listed in Section 9.1 of this Agreement prior to collection of materials.
- County will advise City if anti-icing materials are available, provide the unit price, and coordinate date and time for collection.
- City is responsible for providing its own container; pickup of anti-icing materials at Tilley Campus, near Bldg. G; and hauling to Agency site.
- County staff will be onsite to fill City's container.
- County will provide City with a receipt reflecting the quantity collected.

III

INVOICING AND PAYMENT

3.1 City acknowledges the price may fluctuate from time to time based on the cost of materials, equipment, and labor. County will provide City with the price prior to collection. City may decline to purchase anti-icing materials at any point prior to collection.

3.2 County will provide a monthly invoice for all anti-icing materials supplied under the terms of this Agreement. Invoices will detail the date, receipt #, quantity, cost per gallon, and extended amount. Sales tax at the applicable rate will be applied to the lump sum amount.

3.3 City shall pay such invoices within 30 calendar days of receipt of invoice. Payment shall reference the Invoice number.

IV

INDEMNIFICATION AND HOLD HARMLESS

4.1 The City shall defend, indemnify, release and hold harmless the County, its employees, directors, officers, officials and agents from and against any and all claims, losses, damages, costs, and expenses, including attorneys' fees, arising in favor of any person, firm, or corporation on account of personal injury or property damage alleged to be caused by the use of any anti-icing materials supplied by the County to the City.

4.2 The City assumes all risk by the use of anti-icing materials provided by the County, such defense, indemnity and hold harmless shall include any and all attorney fees and court costs required to enforce the provision of this paragraph.

4.3 The indemnification provision shall survive the expiration or termination of this Agreement.

V

INSURANCE

5.0 The City shall maintain Commercial General Liability or equivalent for bodily injury, personal injury and property damage, subject to the limits of not less than \$1,000,000 per loss. The general aggregate

limit shall apply separately to this Agreement and be no less than \$2,000,000. Thurston County, its elected and appointed officers, officials, employees, and agents are to be included as Additional Insured on a primary and non-contributory basis. Participation in a governmental self-insured risk pool shall fulfill the above stated coverage requirements. An Evidence of Coverage acknowledgement letter from the jurisdiction's risk pool shall be provided upon request.

5.1 The City shall maintain workers' compensation insurance as required by Title 51 RCW and shall provide evidence of Coverage to the County's Risk Manager.

5.2 The City shall maintain all required policies in force for the duration of this Agreement.

VI DURATION

6.0 This Agreement shall become effective on the date written above and shall remain in effect for five (5) years.

VII TERMINATION

7.0 Either party may terminate this Agreement upon 30 calendar days prior written notice to the other party. If this Agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.

VIII RELATIONSHIP OF THE PARTIES

8.0 The employees or agents of each party who are engaged in the performance of this Agreement shall continue to be employees or agents of that party and shall not be considered for any purpose to be employees or agents of the other party. This Agreement is for the benefit of the parties, and no third party beneficiary relationship is intended. No separate legal entity is created by this Agreement. No joint organization is created. No common budget is to be established. No personal or real property is to be jointly acquired or held.

IX ADMINISTRATION AND NOTICE

9.1 The following individuals are designated as representatives of the respective parties. The representative shall be responsible for administration of this Agreement. The parties may change administrators by written notice as set forth below.

COUNTY Representative
Thurston County Public Works
Road Operations Division

CITY Representative
City of Chehalis Public Works
2007 NE Kresky Ave

9605 Tilley Rd. S
Olympia, WA 98512
Nick Bemis (Primary)
360-867-2388
Email: nick.bemis@thurston.wa.us

Chehalis, WA 98532
Fritz Beierle
360-748-0238
fbeierle@ci.chehalis.wa.us

Ron Moore (Alternate)
360-867-2384
Email: ron.moore@co.thurston.wa.us

Lance Bunker (Alternate)
360-748-0238
lbunker@ci.chehalis.wa.us

9.2 Any notices required or desired shall be in writing and sent by registered or certified mail, return receipt requested to the respective address. Notice shall be deemed to be given three days following the date of the mailing.

X

CHANGES, MODIFICATIONS, AND AMENDMENTS

10.0 This Agreement may be changed, modified, amended or waived only by written agreement executed by each party's authorized governing authority as provided in chapter 39.34 RCW.

XI

GOVERNING LAW AND VENUE

11.0 This Agreement has been and shall be construed as having been made and delivered within the State of Washington and it is agreed by each party hereto that this Agreement shall be governed by the laws of the State of Washington both as to its interpretation and performance. Any action at law, suit in equity, or judicial proceeding arising out of this Agreement shall be instituted and maintained only in a court of competent jurisdiction in Thurston County, Washington.

XII

WAIVER

12.0 A failure by either party to exercise its rights under this Agreement shall not preclude that party from subsequent exercise of such rights and shall not constitute a waiver of any other rights under this Agreement unless stated to be such in writing signed by an authorized representative of the party and attached to the original Agreement.

XIII

SEVERABILITY

13.0 If any provision of this Agreement or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this Agreement which can be given effect without the invalid provisions, if such remainder conforms to the requirements of applicable law

and the fundamental purpose of this Agreement, and to this end the provisions of this Agreement are declared severable.

XIV

RECORDS RETENTION & PUBLIC RECORDS

14.1 Agreement Availability: Prior to its entry into force, this Agreement shall be posted on the parties' websites or other electronically retrievable public source as required by RCW 39.34.040.

14.2 Records Retention: Each party shall maintain records and other evidence that sufficiently and properly reflect all direct and indirect costs expended by either party in the performance and payment of the services described herein. These records shall be subject to inspection, review, or audit by personnel of both parties, other personnel duly authorized by either party, the Office of the State Auditor, and officials authorized by law. Such records shall be retained for a period of six (6) years following expiration or termination of this Agreement or final payment for any order placed against this Agreement, whichever is later; provided, however, that if any litigation, claims, or audit is commenced prior to the expiration of this period, such period shall extend until all such litigation, claims, or audits have been resolved. Each party will promptly notify the other of any such litigation held on records.

XV

ENTIRE AGREEMENT

15.0 This Agreement contains all the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or bind any of the parties hereto.

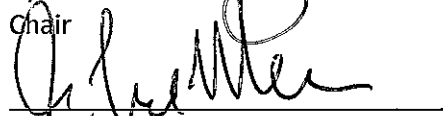
IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

BOARD OF COUNTY COMMISSIONERS
Thurston County, Washington

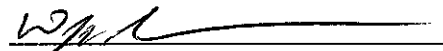
CITY OF CHEHALIS
Washington



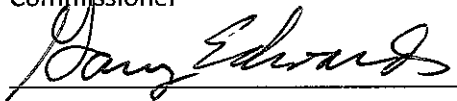
By:
Chair



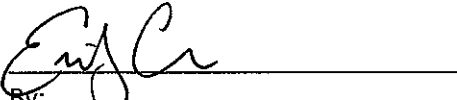
By:
Vice Chair



By:
Commissioner



By:
Commissioner



By:
Commissioner

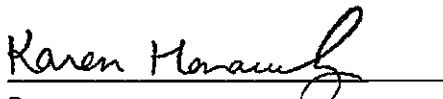
ATTEST:


Clerk of the Board

ATTEST:

City Clerk

Approved as to form:



By:
Deputy Prosecuting Attorney

Approved as to form:

City Attorney

**CHEHALIS CITY COUNCIL MEETING
AGENDA REPORT**

TO: The Honorable Mayor and City Council

FROM: Jill Anderson, City Manager

BY: Brandon Rakes, Airport Director

MEETING OF: February 26, 2024

SUBJECT: On-Call Engineering Services Contract Award for Airport Projects

ISSUE

The Chehalis-Centralia Airport interviewed engineering firms through the Request for Qualifications (RFQ) process for engineering services for preliminary design, bidding, and construction phases, including incidental special services for projects funded under the Federal Aviation Administration Airport Improvement Program or the WSDOT Airport Grant Program.

DISCUSSION

The City of Chehalis requested statements of qualifications from engineering consultants and sought proposals from qualified firms to provide services as needed for the Chehalis-Centralia Airport located in Chehalis, Washington.

Many, if not all of the projects are anticipated to be funded in part by the Federal Aviation Administration (FAA) and the Washington State Department of Transportation (WSDOT) Aviation Division. All work is required to comply with FAA requirements and regulations when necessary.

The City requested proposals from consultants in October of 2023. Interviews with two engineering firms were conducted on February 09, 2024. The firm selected to proceed with is Aviation Planning Group (APG).

APG has a team of passionate airport planners and engineers committed to delivering the highest quality engineering services. APG is also our current Planning Consultant and is currently working on completing our Master Plan Update.

The Scope of Services to be performed by The Aviation Planning Group and its team members will be identified on individual Task Orders on an as needed basis.

FISCAL IMPACT

The work will be completed on an as needed basis. The current fee schedule is located on the proposed contract with APG.

RECOMMENDATION

It is recommended the City Council award the contract for On-Call Engineering Services to the Aviation Planning Group (APG) and authorize the City Manager to execute all necessary documents.

SUGGESTED MOTION

I move that the City Council award the contract for On-Call Engineering Services to the Aviation Planning Group (APG) and authorize the City Manager to execute all necessary documents.

MASTER TASK ORDER AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT between City of Chehalis (Sponsor) and The Aviation Planning Group, LLC (APG) shall be effective as of the date of the last signature below. Sponsor and APG agree that APG will provide various professional and technical services as requested by Sponsor through issuance of individual, consecutively numbered Task Orders on an as needed and requested basis.

Representatives: **SPONSOR:**

APG: Leah Whitfield, President

This Agreement shall remain in force and effective from February 2024 through January 2029. Each Task Order shall include a specific schedule.

SCOPE OF SERVICES and SCHEDULE: The specific services and corresponding schedule shall be mutually agreed upon by Sponsor and APG and included in each individual Task Order executed under the authority of this Agreement. Task Orders shall be in a format similar to EXHIBIT A, attached and made part of this Agreement.

COMPENSATION: The method of compensation to APG shall be agreed upon and included in each Task Order. Compensation will normally be on a Time and Materials (Unit Rates) or Fixed Price (Lump Sum) basis. Time and Material task orders shall include the hourly rate compensation schedule.

The following are hereby made a part of this AGREEMENT by attachment:

Terms and Conditions (3 pages)

Exhibit A – Task Order Form

Exhibit B – Mandatory Federal Contract Provisions

Services covered by this Agreement will be performed in accordance with the attached Terms and Conditions and any Exhibits, Attachments, and/or Special Conditions included in individual Task Orders. This Agreement supersedes all prior agreements and understandings and may only be changed by written amendment executed by both parties.

IN WITNESS WHEREOF, persons authorized to commit the resources of the Parties have executed this Agreement as follows:

Accepted for **Sponsor:**

By: _____
Title: _____
Date: _____

Accepted for **APG:**

By: _____
Title: President
Date: _____
Tax ID No: 84-4339523

THE AVIATION PLANNING GROUP, LLC STANDARD CONTRACT TERMS AND CONDITIONS

SECTION 1 - SERVICES OF APG

A. Basic Services

APG shall provide Sponsor the services as described in the individual Task Orders and in this Agreement within the periods stipulated herein. Services will be paid for by Sponsor as indicated herein.

B. Schedule

APG's services and compensation under this Agreement have been agreed to in anticipation of the orderly and continuous progress of the Project through completion. Unless specific periods of time are specified in the individual Task Orders, APG's obligation to render services hereunder will be for a period that may reasonably be required for the completion of said services.

C. Authorization to Proceed

Execution of individual Task Orders by Sponsor will be authorization for APG to proceed with the Work as scheduled, unless otherwise provided for in this Agreement.

D. Delay

If in the individual Task Orders specific periods of time for rendering services are set forth, or specific dates by which services are to be completed, are provided, and if such periods of time or dates are changed through no fault of APG, the rates and amounts of compensation and time for completions provided herein shall be subject to equitable adjustment

E. Changes/Additional Services

The Scope of Services set forth in the individual Task Orders is based on facts known at the time of execution of the Task Order, including, if applicable, information supplied by the Sponsor. For some projects the scope may not be fully definable during the initial stages and/or the Sponsor may at any time during the term of this Agreement make changes within the general scope of the Agreement. If such facts discovered as the Project progresses, or changes that are requested by the Sponsor, change the cost of, or time for, performing the services hereunder, APG will promptly provide Sponsor with an amendment to recognize such changes.

SECTION 2 - TERMS OF PAYMENT

A. Invoicing

APG will submit invoices to Sponsor for services rendered and reimbursable expenses incurred each month. Invoices will be prepared in accordance with APG's standard invoicing practices. Such invoices will represent the value of the completed Work and will be in accordance with the terms for payment in this Agreement.

B. Progress Payments

Invoices are due and payable within 30 calendar days of the date of the invoice. If Sponsor fails to pay undisputed invoices when due, the amounts due will be increased at the rate of 1.0% per month from said

30th day. In addition APG may at any time, without waiving any other claim against the Sponsor, and without thereby incurring any liability to the Sponsor, suspend or terminate performing work hereunder in accordance with Section 5.C of this Agreement. Payments will be credited first to interest and then to principal. In the event of a disputed or contested invoice, only that portion so contested may be withheld from payment, and the undisputed portion will be paid.

SECTION 3 - OBLIGATIONS OF SPONSOR

A. Furnish Data

Sponsor shall provide all criteria and full information as to Sponsor's requirements for the Project and furnish all available information pertinent to the Project, including reports and data relative to previous designs or investigations at or adjacent to the site. Sponsor shall provide such legal, independent cost estimating, and insurance counseling services as may be required for the Project.

B. Representative

Sponsor will designate a person to act with authority on Sponsor's behalf in respect of all aspects of the Project.

C. Timely Review

Sponsor will examine APG's studies, reports, drawings and other project-related work products and render decisions required in a timely manner.

D. Prompt Notice

Sponsor will give prompt written notice to APG whenever Sponsor observes or otherwise becomes aware of hazardous environmental conditions or of any development that affects the scope or timing of APG's Scope of Services or any defect in the Services of APG or the work of any Contractor.

E. Site Access

Sponsor will arrange for safe access to and make provisions for APG and APG's subconsultants to enter upon public or private property as required for APG to perform the Services under this Agreement.

SECTION 4 - OBLIGATIONS OF APG

A. Independent Contractor

APG is an independent contractor and will maintain complete control of and responsibility for its employees, subcontractors and subconsultants. APG shall also be solely responsible for the means and methods for carrying out the Scope of Services and for the safety of its employees.

B. Performance

APG will perform its Services using that degree of care and skill ordinarily exercised under the same conditions by Design Professionals practicing in the same field at the same time in the same or similar locality. Professional services are not subject to, and APG cannot provide any warranty or guarantee, express or implied, including

warranties or guarantees contained in any uniform commercial code. Any such warranty or guarantee contained in any purchase order, requisition or notices to proceed issued by the Sponsor are specifically objected to.

C. Technical Accuracy

Client shall not be responsible for discovering deficiencies in the technical accuracy of APG's work. APG shall correct deficiencies in technical accuracy without additional compensation, unless such corrective action is directly attributable to deficiencies in the Sponsor furnished information.

D. Publicity

APG will not disclose the nature of its Scope of Services on the Project, or engage in any publicity or public media disclosures with respect to this project without the prior written consent of Sponsor.

E. Insurance

APG agrees to purchase and maintain the following policies of insurance under the terms and conditions set forth below:

1) Professional Liability Insurance retroactive to the date of commencement of APG's services in relation to the Project with a per claim and aggregate limit in the amount of \$1.0mm. This policy shall be maintained in effect for a period of 1 year after completion of all APG's Scope of Services hereunder.

2) Commercial General Liability ("CGL") Insurance in the amount of \$1.0mm per occurrence, \$1.0mm aggregate limit, and \$1.0mm products and completed operations aggregate limit. In addition to the coverage provided by the Commercial General Liability Insurance, if not already included in such coverage, such insurance shall also provide coverage for personal injury, bodily injury, property damage, products-completed operations (for a minimum of 1 year after completion of work) and broad form contractual liability.

3) Comprehensive Automobile Liability ("Auto") Insurance in the amount of \$1.0mm per occurrence, and \$1.0mm aggregate limit. In addition to the coverage provided by the Comprehensive Automobile Liability Insurance, if not already included in such coverage, such insurance shall also provide coverage for personal injury, bodily injury and property damage arising out of owned, hired, leased and non-owned vehicles, automobiles, trucks and trailers.

4) Workmen's Compensation Insurance in the amount of the statutory maximum, if there is one, and if there is no statutory maximum, in the amount of \$1.0mm and Employer's Liability Insurance of at least \$1.0mm.

5) Umbrella Excess Liability Insurance in the minimum amount of \$1.0mm each occurrence, and \$1.0mm aggregate limit. The Umbrella Excess Liability Insurance shall be written on an umbrella excess basis over, and shall follow form to, the Commercial General Liability Insurance policy, the Comprehensive Automobile Liability Insurance policy, and the Employer's Liability Insurance policy. The Umbrella Excess Liability Insurance policy shall be endorsed to provide defense coverage obligations.

6) APG requires all subcontractors acquire equivalent insurance as required of APG hereunder. The provisions of Paragraph 13 of this Agreement shall apply equally to APG's subcontractors as they do to APG.

All insurance policies must be endorsed to provide that the insurance company will give the Client at least thirty (30) days written notice of cancellation or material change prior to such cancellation or modification.

F. Compliance with Laws

APG will use reasonable care to comply with applicable laws in effect at the time the Services are performed hereunder, which to the best of its knowledge information and belief, apply to its obligations under this Agreement.

G. No responsibility for Site Safety

If this project involves construction phase engineering services, the construction contractors shall be solely responsible for the supervision, directions and control of their work; means, methods, techniques, sequences and procedures of construction; safety precautions and programs and compliance with applicable laws and regulations.

H. No responsibility for Contractor Performance

APG shall not be responsible for the quality of any Contractor's work, or for any Contractor's failure to furnish or perform its work in accordance with the contract documents.

I. Equal Opportunity Employment

APG is committed to the principles of equal opportunity and affirmative action in employment and procurement. APG does not discriminate against applicants, employees, or suppliers on the basis of factors protected by federal or applicable state laws.

SECTION 5 - GENERAL CONSIDERATIONS

A. Reuse of Documents

1. All documents are instruments of service in respect to this Project, are fully owned by the City. Sponsor may make and retain copies for information and reference in connection with the use and occupancy of the Project. Such documents are not intended or represented to be suitable for reuse by Sponsor or others on extensions of the Project or on any other project. Any reuse without written verification of APG will be at Sponsor's sole risk. Sponsor shall indemnify and hold harmless APG and APG's Consultants from all claims, damages, losses, and expenses, including attorney fees arising out of or resulting therefore.
2. Copies of documents that may be relied upon by Sponsor are limited to the printed copies (also known as hard copies) that are signed or sealed by APG. Files in electronic media format are furnished for convenience.
3. Because data stored in electronic media format can deteriorate

or be modified, inadvertently or otherwise, without authorization of APG, the party receiving the electronic files agrees to perform acceptance tests or procedures within 60 days, after which the receiving party shall have deemed to have accepted the data thus transferred. Any errors detected within the 60-day acceptance period will be corrected by APG. APG will not be responsible to maintain documents stored in electronic media format after acceptance by Sponsor.

4. APG makes no representations as to long term compatibility, usability, or readability of documents resulting from use of software application packages, operating system, or computer hardware differing from those used by APG at the beginning of this Project.

B. Indemnification

1. To the fullest extent permitted by law, APG agrees to indemnify and hold harmless Sponsor from and against any liability, damages and costs, (including reasonable attorney's fees and costs of defense) arising out of the death or bodily injury to any person or the destruction or damage to any property, to the extent caused during the performance of professional services under this Agreement, by the negligent acts, errors, and omissions of APG or anyone for whom APG is legally responsible.
2. To the fullest extent permitted by law, Sponsor agrees to indemnify and hold harmless APG from any liability, damages and costs, (including reasonable attorney's fees and costs of defense) to the extent caused by the negligent acts, errors, and omissions of the Sponsor, Sponsors contractors, consultants, and anyone for whom Sponsor is legally responsible.
3. To the fullest extent permitted by law, APG's total liability to Sponsor and anyone claiming by, through or under Sponsor for any claim, cost, loss or damage caused in part by the negligence of APG and in part by Sponsor or any other negligent entity or individual, shall not exceed the percentage share that APG's negligence bears to the total of all other negligent entities and individuals.

C. Termination / Suspension

1. Sponsor may terminate this Agreement for convenience. In such event, APG will be entitled to compensation for Services performed up to the date of termination, including profit related thereto, plus any expenses of termination.
2. The obligation to provide further Services under this Agreement may be suspended by either party upon 7 days written notice or terminated by either party upon thirty (30) days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof (including Sponsor's obligation to make payments required hereunder) through no fault of the suspending or terminating party, and defaulting party does not commence correction of such nonperformance within five (5) days of written notice and diligently completes the correction thereafter.

D. Consequential Damages / Limitation of Liability

To the fullest extent permitted by law, APG and Sponsor waive against each other, and the other's employees, officers, directors, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to the Project, and agree that APG's total liability to Sponsor under this Agreement shall be limited to the amount of its Compensation as defined per the Task Order.

E. Limits of Agreement

This instrument contains the entire Agreement between the parties, and no statement, promise or inducements made by either party that are not contained in this written Agreement shall be valid or binding. This Agreement upon execution by both parties hereto, can only be amended by written instrument signed by both parties.

F. Severability and Survival

The various terms, provisions and covenants herein contained shall be deemed to be separate and severable, and the invalidity of unenforceability of any of them shall not affect or impair the validity or enforceability of the remainder.

G. Waiver

No waiver by either party of any default by the other party in the performance of any particular section of this Agreement shall invalidate any other section of this Agreement or operate as a waiver of any future default, whether like or different in character.

H. Choice of Law and Venue

The parties agree that any action at law or judicial proceeding for the enforcement of this Agreement or any provision thereof shall be instituted only in the courts of the State of Washington, and it is mutually agreed that this Agreement shall be governed by the laws of the State of Washington, both as to interpretation and performance.

I. Material Adverse Effect

This Agreement may be amended if an event, change or effect creates a material adverse effect upon the operation of APG. Such material adverse effect may be created by, or be the effects of Acts of God (including fire, flood, earthquake, storm, pandemic or other natural disaster), war (whether declared or not declared), terrorist activities, labor dispute, strike, lockout or interruption or failure of electricity or telephone service which materially impairs APG's ability to operate its business in accordance with the standard of professional practice ordinarily exercised by our profession and which formed the basis for this Agreement.

J. No Third Party Beneficiaries

Nothing contained in this Agreement nor the performance of the parties hereunder, is intended to benefit, nor shall inure to the benefit of, any third party, including Sponsor's contractors, in any.

K. Successor, Assigns, and Beneficiaries

Neither Sponsor nor APG may assign, sublet, or transfer any rights under or interest (including but without limitation, moneys that are due or may become due) in this Agreement without the written consent of the other,

except as mandated or restricted by law. No assignment will release or discharge the assignor from any duty or responsibility under this Agreement.

L. Prevailing Party Litigation Costs

In the event any actions are brought to enforce this Agreement, the prevailing party shall be entitled to collect its litigation costs from the other party.

M. Statutes of Limitation

To the fullest extent permitted by law, parties agree that, except for claims for indemnification, the time period for bringing claims under this Agreement shall expire one year after Project completion.

N. Authority

The person signing this Agreement warrants that they have the authority to sign as, or on behalf of, the party for whom they are signing.

O. Quality Control Plan

APG will prepare a Quality Control Plan as required by the Special Provisions of AC 150/5370-10 for any project that will require one.

P. Engineer's Design Report and Final Report

APG will prepare both an Engineer's Design Report and Final Report per FAA AIP guidance for any project that will require them.

Exhibit A to Master Task Order Agreement for Professional Services Sample Task Order

TASK ORDER *(format only)*

Task Order No.: _____

Issued under the authority of Professional Services Master Task Order Agreement Number: _____

Task Order Title: _____

Effective Date: _____

This Task Order is issued under the provisions of the above Professional Services Master Task Order Agreement dated _____, 20__ between City of Chehalis (SPONSOR) and The Aviation Planning Group, LLC, (APG).

The following representatives have been designated for the work performed under this Task Order:

SPONSOR: _____

APG : _____

SCOPE OF WORK: (attach additional sheet(s) as required)

(insert scope or reference EXHIBIT A – Scope of Services)

COMPENSATION: *(revise the following as necessary)*

APG shall be reimbursed on a *(Time & Materials, Lump Sum, Percent of Completion, etc.)* basis.

APG shall invoice no more often than monthly for services provided in the prior month.

The provisions of the Professional Services Master Task Order Agreement and any Special Terms and Conditions and/or Exhibits or Attachments to this Task Order shall govern the Work.

IN WITNESS WHEREOF, the parties authorized to commit resources of the companies have executed this Task Order:

City of Chehalis

The Aviation Planning Group, LLC

By: _____

By: _____

Title: _____

Title: _____


Date: _____

Date: _____

Fed. ID. No. 84-4339523

APG Project No.: [Click here to enter text.](#)

Exhibit A to Master Task Order Agreement for Professional Services APG Standard Fee Schedule

		The Aviation Planning Group, LLC Rates effective August 1, 2022	
Principal		\$	275.00
Senior Project Manager		\$	265.00
Project Manager I		\$	230.00
Project Manager II		\$	225.00
QC/QA Manager		\$	225.00
Senior Engineer		\$	205.00
Design Engineer IV		\$	180.00
Design Engineer III		\$	135.00
Design Engineer II		\$	125.00
Design Engineer I		\$	105.00
Senior Aviation Planner		\$	205.00
Aviation Planner III		\$	180.00
Aviation Planner II		\$	165.00
Aviation Planner I		\$	115.00
Senior Environmental Planner		\$	235.00
Environmental Planner		\$	120.00
Technician		\$	105.00
Administration		\$	110.00
Accounting		\$	110.00
Intern		\$	90.00
Construction Manager		\$	205.00
Construction Observer		\$	95.00
Expenses:			
Printing: All printing material, copies and documents to be billed at actual cost			
Travel: All expenses for airfare, automobile rental, hotel lodging, sustenance, incidental expenses will be billed at actual cost			

**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 26, 2024

SUBJECT: Ordinance No. 1090-B, Establishing 2023 Year-End Fund Balance Commitments – First Reading

ISSUE

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: nonspendable, restricted, committed, assigned, or unassigned for governmental funds.

The Committed Fund Balance classification requires the most binding formal action (Ordinance) by the City Council. Ordinance No. 1090-B has been prepared in connection with establishing 2023 year-end fund balance commitments.

FUND BALANCE CLASSIFICATIONS

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

Classification	Authority	Purpose
<i>Nonspendable</i>	Inherent	Nonfinancial resources (i.e., endowment fund)
<i>Restricted</i>	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).
<i>Committed</i>	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.
<i>Assigned</i>	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.
<i>Unassigned</i>	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 2023 YEAR END FUND BALANCE (Cash and Investments)

General Fund (Fund 001): The actual ending cash and investment (fund balance) of the City's General Fund as of 12/31/2023 is \$3,365,287. This is \$1,324,304 over the estimated fund balance for year-end 2023 and is about 27.0 % of the 2023 general fund actual revenues.

2023 Year-End Fund Balance - General Fund

	2023 Amended		
General Fund (Fund 001)	Budget	2023 Actual	Variance
Beginning Fund Balance	3,586,011	3,586,011	-
Revenues	12,181,398	12,610,724	429,326
Transfers In	182,867	182,867	-
Expenditures	12,029,067	11,102,935	(926,132)
Transfers Out	1,880,226	1,911,380	31,154
Changes in Fund Balance	(1,545,028)	(220,724)	1,324,304
Ending Fund Balance 12/31/2023	2,040,983	3,365,287	1,324,304
% of Revenues	17%	27%	

On February 9, 2024, the City Manager and Finance Director met with the City Council Budget Committee and discussed whether a portion of the General Fund's 2023 ending fund balance should be committed for any specific purposes. The Council Budget Committee recommended that the year-end fund balance in excess over the 10% general fund operating reserve be committed to provide additional funding for the Compensated Absences Reserve Fund and Automotive/Equipment Reserve Fund, as well as establishing new reserve funds for emergencies and sales tax revenue stabilization purposes.

A total of \$199,916 of the total 2023 year-end fund balance is restricted which includes the drug seizure funds, substance abuse fund, and municipal court bail deposits. The remaining \$3,165,371 fund balance can be classified as committed, assigned, or unassigned.

Based on the Council Budget Committee's recommendations, the staff proposes that \$1,300,600 of the 2023 ending fund balance be designated as committed for the purposes provided below, and the remaining \$1,864,771 be designated as unassigned, which is about 14.8% of the 2023 general fund

revenues. The unassigned fund balance is \$603,699 over the 10% operating reserve goal, which can be used to realign the operating reserves at 10% level for fiscal year 2024.

2023 Year-End General Fund Fund Balance Designation - Proposed	Amount	Note
Restricted Fund Balance	\$ 199,916	1
Committed Fund Balances:		
Contingency (Emergency) Reserve	\$ 414,400	2
Sales Tax Revenue Stabilization Reserve	\$ 406,200	3
Compensated Absences Reserve	\$ 130,000	4
Automotive/Equipment Reserve	\$ 350,000	5
Total for Committed Fund Balance - Proposed	\$ 1,300,600	
Unassigned Fund Balance**	\$ 1,864,771	6
Total Ending Fund Balance 12/31/2023	\$ 3,365,287	
**Unassigned Fund Balance % of Revenues	14.8%	6
10% of 2023 revenue (Operating Reserve)	\$ 1,261,072	
Unassigned fund balance in excess over 10% operating reserve	\$ 603,699	6

Foot Notes:

1. Statutorily restricted revenue sources
2. City Council appropriation. Funding sources include one-time revenue, year-end budget surplus, and/or other designated resources. Fund balance is capped at \$0.375 per \$1,000 assessed valuation of the property tax (RCW 35A.34.250). Initial funding source is a transfer of a portion of General Fund ending fund balance in excess over 10% of general fund operating reserve at year end 2023.
3. 70% of construction sales tax is contributed to the Sales Tax Revenue Stabilization Fund, capped at 10% of the average Local Regular and Optional Sales Tax Revenue collected in the 3 years immediately preceding. With City Council appropriation, funds may be utilized to cover revenue deficit due to sales tax revenue receipt is 2.0% below current year forecast or 2.0% below the average annual receipt in the 3 years immediately preceding.
4. Additional funding need for anticipated general fund retirees' cash outs in the next 2 to 4 years.
5. Additional funding needed for general fund vehicles and equipment replacements.
6. This is needed to realign and maintain the operation reserve level at 10% for fiscal year 2024.

If the proposed fund balance designation is approved by the City Council, the committed fund balances will be transferred to the respective reserve funds in 2024 through the budget amendment process.

The below table provides the preliminary outlook for 2024 adjusted budget that will be presented to the City Council on March 11, 2024, Council Meeting:

General Fund 2024 Budget Outlook	Proposed Budget			Note
	2024 Adopted Budget	Increase (Decrease)	2024 Amended Budget #1	
Estimated Beginning Fund Balance	\$ 2,040,983	\$ 1,324,304	\$ 3,365,287	
Revenues:				
Revenues - Sales Tax	6,913,100	(378,000)	6,535,100	1
Revenues - Utility tax	1,742,400	626,000	2,368,400	2
Revenues - all other	4,158,155	-	4,158,155	
Transfers In	104,970	-	104,970	
Total Revenues & Transfer in	12,918,625	248,000	13,166,625	
Expenditures:				
All Expenditures	12,480,976	-	12,480,976	
Transfers Out - Recurring	1,434,088	-	1,434,088	
Transfers Out - One time (Emergency Fund)	-	414,400	414,400	3
Transfers Out - One time (Sales Tax Revenue Stabilization)	-	406,200	406,200	3
Transfers Out - One time (Compensated Absences Reserve)	-	130,000	130,000	3
Transfers Out - One time (Auto/Equipment Reserve)	-	350,000	350,000	3
Total Expenditures & Transfers Out	13,915,064	1,300,600	15,215,664	
Changes in Fund Balance	(996,439)	(1,052,600)	(2,049,039)	
Estimated Ending Fund Balance	\$ 1,044,544	\$ 271,704	\$ 1,316,248	
% of revenues	8.2%		10.0%	

Foot Note:

1. Adjust sales tax projections to the annual average immediately preceding 3 years.
2. City water, sewer, and stormwater utility tax increase approved by City Council (effective 2/1/2024)
3. Transfer out, per the 2023 Year-End Fund Balance designation Ordinance adopted by the City Council.

Other Governmental Funds - Committed Fund Balances

In addition to the General Fund (Fund 001), the City maintains several other reserve funds that are primarily funded with the City's general revenues. The sub-funds are managerial funds in nature and are rolled-up into the General Fund for financial reporting purposes. The unrestricted portions of these funds' balances are classified as Assigned by default except any portion that is designated as Committed by the City Council. It is proposed that the 2023 unrestricted ending fund balances of these funds be designated as Committed for the specific purposes and use as follows:

General Fund Sub-Funds:

- \$348,920 for street maintenance and operations
- \$54,846 for building abatement
- \$143,210 for general fund future retiree cash outs (compensated absences)
- \$290,402 for LEOFF 1 OPEB medical and healthcare benefits
- \$802,234 for automotive/equipment replacement reserve
- \$250,000 for financial system upgrades
- \$1,889,612 total for general fund sub-funds

Public Facilities Reserve Fund:

- \$250,000 for permanent fire station preliminary engineering and design
- \$80,000 for police evidence garage renovation/acquisition
- \$501,813 for general facilities major repairs and improvements
- \$831,813 total for Public Facilities Reserve Fund

Parks Improvement Fund:

- \$104,759 for sports complex capital improvements/replacements
- \$20,000 for Lintott/Alexander Park improvements
- \$124,759 total for Parks Improvement Fund

Restricted Governmental Funds: The ending cash and investments (fund balances) in the 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 other specific limitations from the granting agencies how they can be used. Some of the balances have been ear-marked and budgeted for specific purposes in the 2024 adopted budget.

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, it is recommended that a total of \$4,146,784 of the City's governmental funds' 2023 year-end cash and investments (fund balances) be designated as committed as follows:

2023 Year-End Committed Fund Balance	General Funds							Capital Project Funds		Total
Fund Designation/Purposes	Fund 001	Fund 003	Fund 004	Fund 110	Fund 115	Fund 302	Total General Fund & Sub Funds	Fund 301	Fund 303	2023 Year-End Committed Fund Balance
Proposed Commitments & Purposes:										
Emergency (RCW 35A.34.250) reserve	414,400						414,400			414,400
Sales tax revenue stabilization reserve	406,200						406,200			406,200
Street operations and maintenance		348,920					348,920			348,920
Building abatement			54,846				54,846			54,846
Compensated absences - retiree cash outs	130,000			143,210			273,210			273,210
LEOFF 1 OPEB reserve					290,402		290,402			290,402
Permanent fire station preliminary A&E	-						-	250,000		250,000
General facilities major repairs/improvements	-						-	501,813		501,813
Vehicle/equipment replacements	350,000					802,234	1,152,234			1,152,234
Acquisition/repair of police evidence garage							-	80,000		80,000
Financial software/system upgrades						250,000	250,000			250,000
Sports Complex capital improvement - LTAC							-		56,600	56,600
Sports Complex capital improvement							-		48,159	48,159
Lintott/Alexander Park improvement							-		20,000	20,000
Total Proposed Commitments	1,300,600	348,920	54,846	143,210	290,402	1,052,234	3,190,212	831,813	124,759	4,146,784

RECOMMENDATION

It is recommended that the City Council authorize a total of \$4,146,784 of the City's governmental funds' cash and investments (fund balances) as of 12/31/2023 to be Committed for the amounts and specific purposes 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 approve Ordinance No. 1090-B on the first reading, which will require the waiver of the City Council's own rule requiring two readings of an Ordinance. If adopted on first and final reading, the Finance Director can use this information to complete the proposal for the first amendment to the 2024 Budget, which is schedule to be presented to you in March.

SUGGESTED MOTION

I move that the City Council:

- 1) Waive its rule requiring two readings of an Ordinance.
- 2) Approve Ordinance No. 1090-B on the first and final reading.

ORDINANCE NO. 1090-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 2023.

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 2023 year-End fund balances, as of December 31, 2023, are designated as Committed in the total amount of \$4,146,784:

- General Fund (001):
 - \$414,400 for emergency fund, to be used pursuant to RCW 35A.34.250
 - \$406,200 for sales tax revenue stabilization reserve fund

- \$130,000 for additional reserve for future general fund retiree cash outs
- \$350,000 for additional reserve for automotive/equipment replacement
- \$1,300,600 total for the General Fund (Fund 001)
- General Fund Sub-Funds:
 - \$348,920 for street maintenance and operations
 - \$54,846 for building abatements
 - \$143,210 for general fund future retiree cash outs (compensated absences)
 - \$290,402 for LEOFF 1 OPEB medical and healthcare benefits
 - \$802,234 for general fund automotive/equipment replacements
 - \$250,000 for financial system upgrades
 - \$1,889,612 total for general fund sub-funds
- Public Facilities Reserve Fund:
 - \$250,000 for permanent fire station preliminary engineering and design
 - \$80,000 for police evidence garage renovation/acquisition
 - \$501,813 for general facilities major repairs and improvements
 - \$831,813 total for Public Facilities Reserve Fund
- Parks Improvement Fund:
 - \$104,759 for sports complex capital improvements/replacements
 - \$20,000 for Lintott/Alexander Park improvements
 - \$124,759 total for Parks Improvement Fund

Section 4. This Ordinance hereby revokes any remaining orders or committed fund balances from the 2022 year-end fund balance designation Ordinance No. 1065-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 _____, 2024.

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: Allen Unzelman, Municipal Court Judge
Kevin T. Nelson, City Attorney

MEETING OF: February 26, 2024

SUBJECT: Creation of Chehalis Treatment Court Program (“CTC”)

ISSUE

It is proposed that the City partner with Lewis County to create a Chehalis Treatment Court program to assist in addressing the root causes of crimes committed by those with drug/substance abuse and/or mental health conditions.

THE PROBLEM

Since the onset of COVID-19, Chehalis has seen a rise in both homelessness and criminal filings, despite detours with partial drug legalization.

Many of the crimes are committed by individuals who are best described as “frequent flyers” – people who commit similar, non-violent crimes serially. These are often trespass and theft from local businesses by people looking to steal enough to buy fentanyl or other drugs. They are characterized by theft of low-dollar value items easily traded for a drug of choice.

Other frequent flyers are repeat domestic violence offenders – not necessarily domestic violence in the violent Hollywood thriller sense – but yelling and shoving matches between romantic partners where no significant injuries occur or are even intended. Frequently, one or both parties are intoxicated or suffering from diagnosed/diagnosable mental health conditions such as bi-polar disorder, schizophrenia, or post-traumatic stress disorder.

The point is that a majority of the cases that come through the municipal court are predicated upon drug/substance use and/or mental health conditions. Some of the individuals understand their predicament, but many do not, or do not have the tools necessary to do anything about it. The sad reality is that a homeless, schizophrenic, self-medicating fentanyl addict is simply unable, alone, to make the changes necessary to become a functioning member of society.

CURRENT CONSEQUENCES ARE COSTLY AND RARELY EFFECTIVE

When these individuals are haled into court, a conviction results in a short jail stay (if any), perhaps a fine of \$250-\$1000, and occasionally a requirement for essentially self-directed “treatment” involving showing up for a few classes. If an individual manages to avoid re-offending (or capture for re-offending) for 24

months, that is the end of the Court's authority. If they do happen to re-offend and get caught, a few more jail days can be added.

The City pays a nightly rate of \$94.27 for each jail stay, or \$659.89 per week. This results in a maximum penalty of 90 days on misdemeanor charges costing the City \$8,484.30 and a maximum penalty of 364 days on a gross misdemeanor charge costing the city \$34,314.28, and this is in jail costs alone.

The Municipal Court has jurisdiction over all misdemeanor and gross misdemeanor crimes committed within the city limits of Chehalis.

The standard model for criminal courts involves a severely limited set of tools for punishment of crimes, and little to no opportunity for treatment to reduce recidivism. Recidivism is essentially the return of individuals involved in criminal activity to that criminal activity following conviction. Studies throughout the state have found that the rate of recidivism is significantly reduced (in some cases approaching 50% reduction) if individuals complete a rigorous treatment course rather than simply spend a short period of time in custody.

PROPOSED TREATMENT COURT

Chehalis Municipal Court has no current treatment alternatives. The Municipal Court Judge and the City Attorney/Prosecutor are requesting funds to create a treatment alternative option in appropriate cases. The goal would be to share resources with Lewis County which already has two successful treatment court alternatives.

While a treatment court can never be a stand-alone solution to addiction, homelessness, and crime, there are many examples of treatment courts in Washington State and in Lewis County which have resulted in reduced active addiction, increased housing, and reduced recidivism.

Lewis County has been engaged in talks with the City in an effort to share resources in an effort to allow Chehalis to provide an effective treatment court. While still in early stages of potential development, the working idea is that the County and the City would enter into an Interlocal Agreement ("ILA") in which the County would provide case-management assistance to the City in the treatment court context.

Case-management would include assistance with screening individuals for appropriateness for the program, recommending and assisting specific treatment, locating resources for payment for said treatment, and treatment monitoring throughout the program. The County has unique competency in the provision of these services because they currently operate two successful programs already.

FISCAL IMPACT

It is requested that the City Council authorize the City Manager to enter into an ILA with the County for as much as \$50,000.00 through 2024. While the entire amount may not be needed, it is important to set aside sufficient funds to initiate the program. This is not a budgeted expense, so an additional appropriation would be needed from the City's General Fund Reserve. If approved, the appropriation would be included in the proposed first amendment to the City's 2024 Budget, which is scheduled to go before the City Council in March.

BUDGET COMMITTEE

Typically, this matter would have been discussed with the Budget Committee prior to being presented to the entire City Council. Unfortunately, the County is also seeking funding for this project, and their

deadline is fast approaching. The County would be providing essentially matching funds during, at a minimum, the first year.

RECOMMENDATION

It is recommended that the City Council:

- Approve allocation of up to \$50,000.00 at the City Manager's discretion for an ILA with Lewis County.
- Authorize the City Manager to execute a one year ILA with the County with the possibility of renewal if the program proves to be successful.

SUGGESTED MOTION

I move that the City Council authorize the City Manager to enter into an Interlocal Agreement with Lewis County for the purpose of establishing a Chehalis Treatment Court, including paying up to \$50,000.00 for case management assistance.

**CHEHALIS CITY COUNCIL MEETING
AGENDA REPORT**

TO: The Honorable Mayor and City Council

FROM: Jill Anderson, City Manager

BY: Brandon Rakes, Airport Director

DATE: February 26, 2024

SUBJECT: Consideration of the Fifth Amendment to Agreement with CCA Retail, LLC (Twin City Town Center)

ISSUE

The Chehalis-Centralia Airport has received an amendment request for CCA Retail, LLC (Twin City Town Center).

INTRODUCTION

The current CCA Retail Agreement with the City of Chehalis was established in 2000. There have been multiple amendments to the contract since that date. These amendments updated the legal description, Right of Way, reduced the amount of property leased, and reduced rent. The initial lease term was for fifty-five years and is scheduled to expire on the last day of the lease year in 2055.

TERMS OF THE PROPOSAL

The Amendment to the Agreement with CCA Retail provides the following updates:

- ***Lease Term:*** The Fifth Amendment would extend the agreement term to May 31, 2079 (55 years). The current agreement expires on the last day of the 55th year in which the lease was executed in 2000, which is the end of 2055.
- ***Rent Adjustments:*** Rent would adjust every five years based on the Consumer Price Index (CPI) five-year average. This adjustment would have a minimum increase of ten percent and a maximum increase of twelve percent. In addition to the five-year adjustments, there will also be a Periodic Adjustment based on reappraisal to determine Fair Market Rent. This would occur every twenty years. This is similar to the existing agreement with the only difference being the possibility of higher rent prices by using CPI.
- ***Other Updates:*** *These updates are administrative in nature and intended to update the Agreement to current standards.*
 - The indemnification language has been updated.
 - The insurance provision has been updated.
 - A provision on casualty losses for the tenant's property was added.

Attorney Seth Woolson of CSD Attorneys at Law has carefully reviewed the Agreement and made modifications as needed to protect the rights of the City.

FISCAL IMPACT

If the proposed Amendment is accepted, the City will continue to receive lease revenue annually that is restricted for the operation of the Chehalis-Centralia Airport. The current amount of rent collected annually for this site is \$374,004.

RECOMMENDATION

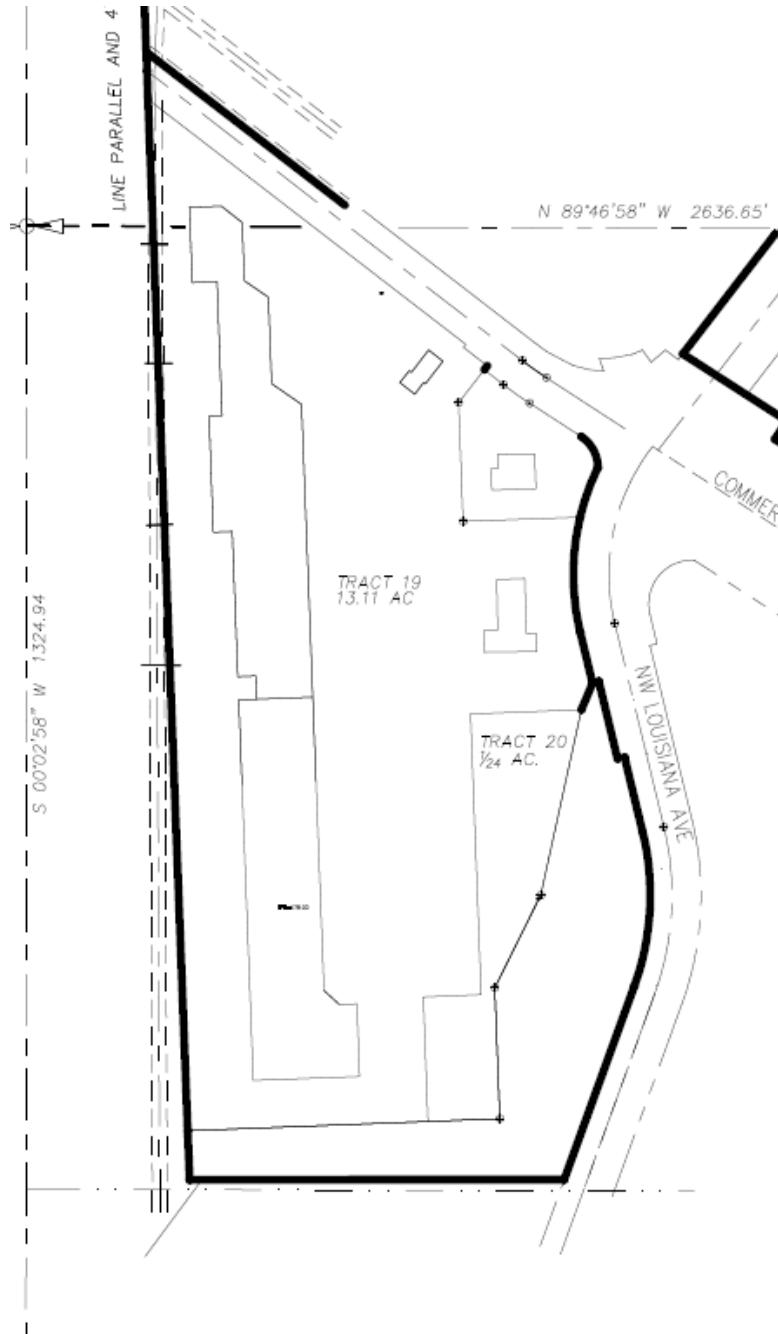
It is recommended that the City Council approve the Fifth Amendment to CCA Retail Lease Agreement and authorize the City Manager to execute the documents.

SUGGESTED MOTION

I move that the City Council approve the Fifth Amendment to the CCA Retail Lease Agreement and authorize the City Manager to execute the documents.

Plan for CCA

Premises Site
Retail (Tract 19)



FIFTH AMENDMENT TO GROUND LEASE

This **FIFTH AMENDMENT TO GROUND LEASE** (the "Fifth Amendment") is made and entered into this ____ day of _____, 2024, by and between the **CITY OF CHEHALIS** (the "Landlord"), and **CCA RETAIL, LLC.** (the "Tenant").

I. RECITALS

WHEREAS, the Landlord and Tenant entered into that Ground Lease dated June 12, 2000, as amended by the First Amendment to Ground Lease dated July 12, 2000; by the Ground Lease Amendment No. 1 dated July 14, 2003; by the Third Amendment to Ground Lease dated October 24, 2011; and by the Fourth Amendment to Ground Lease dated July 1, 2014 (collectively the "Lease"); and

WHEREAS, Landlord and Tenant desire to extend the term of the Lease and amend certain other provisions of the Lease.

II. AGREEMENT

NOW, THEREFORE, the Lease is hereby amended as follows:

1. The first sentence of Lease Paragraph 3.1 is modified to read as follows:

This Lease shall become legally binding on the Effective Date (as defined in Section 21.19 hereof), and shall expire on May 31, 2079.

2. Lease Paragraphs 4.4 and 4.5 are deleted in their entirety and replaced as follows:

4.4 Base Rent Adjustment. As set forth in this Section, the Base Rent shall be adjusted based upon the change in the Consumer Price Index (the "CPI") for all urban consumers, West Region, all items index (the "Annual Adjustment"), and periodically based upon agreement or appraisal (the "Periodic Adjustment").

(a) **Five Year Adjustments.** Base Rent for the Property shall be subject to a five-year adjustment on July 1, 2029, and every five-years thereafter. The Base Rent rate shall be adjusted by using the percentage change over the most recently published sixty (60)-month period of CPI for all urban consumers, West Region, all items index published by the United States Department of Labor Bureau of Labor Statistics, except in no event shall the Base Rent rate be less than 10% or more than 12% over the previous months Base Rent.

(b) **Twenty-Year Adjustments.** On each twentieth (20th) anniversary of the Commencement Date, the Base Rent will be adjusted to the fair market rental value. For purposes of this Paragraph, the fair market rental value shall equal ten percent (10%) of the fair market value of the Premises based upon vacant unimproved land exclusive of all Tenant Improvements made to the Premises after the Commencement Date of this Lease. Base Rent shall be determined by appraisal.

(c) **Appraisal.** When Base Rent is to be determined by appraisal, the process in this Subsection (c) shall govern. Landlord and Tenant shall mutually agree upon a disinterested, MAI-certified appraiser to perform an appraisal of the fair market rental rate for the Property without accounting for the value of any improvements on the Property paid for by Tenant. The appraiser's costs shall be shared equally by the parties. The rental rate arrived at in the appraisal shall constitute the new Base Rent, which shall be retroactive to the Adjustment Date. If Landlord and Tenant cannot mutually agree upon an appraiser by the end of the seventh (7th) day as set forth above, then each party shall select a MAI-certified appraiser to perform an appraisal of the fair market rental value of the Property. Each party shall bear the costs of its own appraisal. The appraisals shall be completed no later than ninety (90) days after the Renegotiation Deadline (herein this date shall be referred to as the "Appraisal Completion Date"). The average of the two (2) appraisals shall constitute the new Base Rent, which shall be retroactive to the Adjustment Date. If either of the appraisals is not timely completed on or before the Appraisal Completion Date, and unless there were circumstances beyond the appraisers' control that prevented its timely completion, then the rental rate established in the appraisal that was timely completed shall constitute the new Base Rent.

3. Lease Paragraph 12.1 is deleted in its entirety and replaced as follows:

12.1 **Indemnity.** Landlord shall have no responsibility or control with respect to any aspect of the Property, or any activity conducted thereon, from and after the Effective Date. The Tenant agrees that it will defend (with legal counsel acceptable to Landlord), indemnify, and hold the Landlord, and its officers, employees, and agents, harmless from any and all demands, claims, judgments, or liability for loss or damage arising as a result of accidents, injuries, or other occurrences on the Premises or on Landlord's property (i) occasioned by either the negligent or willful conduct of the Tenant and/or its agents; or (ii) made by any person or entity holding under the Tenant, or any person or entity on the Premises or on the Landlord's property as a result of Tenant's activity, regardless of who the injured party may be. This indemnification and hold harmless shall not apply to the extent the damages were caused by the gross negligence or willful misconduct of the Landlord, its agents, or employees.

(a) **LIMITED WAIVER OF IMMUNITY UNDER WASHINGTON STATE INDUSTRIAL INSURANCE ACT, TITLE 51 RCW, AND OTHER SIMILAR INDUSTRIAL INSURANCE SCHEMES.** For purposes of the foregoing indemnification provision, and only to the extent of claims against Tenant by Landlord under such indemnification provision, Tenant specifically waives any immunity it may be granted under the Washington State Industrial Insurance Act, Title 51 RCW, The United States Longshore and Harbor Workers Compensation Act, 33 USC §901-950, or any other similar workers' compensation schemes. The indemnification obligation under this Lease shall not be limited, in any way, by any limitation on the amount or type of damages, compensation, or benefits payable to or for any third party under workers' compensation acts, disability benefit acts, or other employee benefit acts. The foregoing provision was specifically negotiated and agreed upon by the parties hereto.

4. Lease Paragraph 12.4 is amended to add subsections (f), (g), (h), and (i), reading as follows:

(f) Expressly provide that the defense and indemnification of the Landlord as an "additional insured" will not be affected by any act or omission by Tenant which might otherwise result in a forfeiture of said insurance.

(g) Contain a separation of insureds provision such that the policy applies separately to each insured that is subject of a claim or suit.

(h) Not contain a cross-claim, cross-suit, or other exclusion that eliminates coverage by one insured against another; and

(i) Provide for coverage for damage to the Landlord's property caused by the Tenant.

5. A new Paragraph 12.10 is added to the Lease, reading as follows:

12.10 **Casualty Loss of Tenant.** The parties hereto agree that the Landlord, and its commissioners, employees, insurance carrier, and casualty policy, shall not be responsible to the Tenant for any property loss or damage done to the Tenant's property, whether real, personal, or mixed, occasioned by reason of any fire, storm, or other casualty whatsoever. It shall be the Tenant's sole responsibility to provide its own protection against casualty losses of whatsoever kind or nature, regardless of whether or not such loss is occasioned by the acts or omissions of the Landlord, Tenant, third party, or act of nature. Tenant hereby releases and discharges the Landlord, and its commissioners, employees, insurance carrier, and casualty policy, from any claims for loss or damage to Tenant's property.

ALL OTHER TERMS AND CONDITIONS of the Lease shall remain the same and in full force and effect.

IN WITNESS WHEREOF, Landlord has caused this instrument to be signed by its _____ by authority of the Counsel of the City of Chehalis, and Tenant has caused this instrument to be signed by its proper agent thereunto duly authorized, as of the date and year first written above.

TENANT:

CCA RETAIL, LLC.

LANDLORD:

CITY OF CHEHALIS

By: _____

Its: _____

STATE OF WASHINGTON)

) ss.

COUNTY OF LEWIS)

By: _____

Its: _____

On this day before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared, _____, to me

known to be the _____ of the **CITY OF CHEHALIS**, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that they were authorized to execute the said instrument on behalf of the corporation.

GIVEN under my hand and official seal this ____ day of _____, 20____.

Print Name: _____
NOTARY PUBLIC in and for the
State of Washington, residing at _____
My commission expires: _____

STATE OF WASHINGTON)
) ss.
COUNTY OF _____)

On this day before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared, _____, to me known to be the _____ of **CCA RETAIL, LLC.**, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that they were authorized to execute the said instrument on behalf of the corporation.

GIVEN under my hand and official seal this ____ day of _____, 20____.

Print Name: _____
NOTARY PUBLIC in and for the
State of Washington, residing at _____
My commission expires: _____

**CHEHALIS CITY COUNCIL MEETING
AGENDA REPORT**

TO: The Honorable Mayor and City Council

FROM: Jill Anderson, City Manager

BY: Adam Fulbright, Fire Chief

MEETING OF: February 26, 2024

SUBJECT: Contract for Engineering and Architectural Services for the Fire Station Headquarters Project – Fire Station Programing and Revalidation and Preliminary Design

INTRODUCTION

As previously outlined, the City of Chehalis urgently needs a new fire station to supplant the existing one built back in 1925, now nearly a century old and deemed unsuitable for essential services. Consequently, the City's Fire Department is presently utilizing interim structures located at 500 NW Sitka Street. However, these interim facilities lack the necessary infrastructure to sustain long-term operations, with limitations in apparatus storage, living accommodations, training facilities, and meeting areas.

In order to determine the potential cost of a new station, it is proposed that the City resume the planning process to develop a preliminary design and an initial cost estimate. This would involve a contract with the Architectural Firm of Rice Fergus Miller using funds in the City's Public Facilities Reserve Fund that have been budgeted to accomplish this work in 2024.

BACKGROUND

The deliberations on replacing the Fire station have persisted since 1972, spanning over 52 years. In 2019, the century-old Fire station on Park Street was deemed unsuitable due to structural issues and water damage, with a small amount of asbestos found during renovations. It was then decided that it was too risky to continue to use the station.

In 2019, the City entered into a lease agreement with Lewis County Fire District 6 (LCFD #6) to share their headquarters, while asbestos remediation was being done. However, in May 2020, LCFD #6 notified the City of its intent to terminate the lease in July 2020. As a result, the Fire Department was once again relocated, this time to NW Arkansas Way, where staff were accommodated in construction trailers and temporary apparatus bays on an emergency basis before their eventual relocation to NW Sitka in 2022.

In 2020 the City issued general obligation bond to finance the purchase of land for a new structure and the preparation of the site and structures for use as a temporary fire station until the permanent fire station could be built. The title of the Ordinance is as follows:

Ordinance No. 1008-B, First and Final Reading – Providing for the Issuance and Sale of a Limited General Obligation Bond Not to Exceed \$1.725 Million to Finance the Land Purchase and Preparing structures for a temporary facility to use as a Fire Station, until the New station could be built.

ARCHITECTURAL AND ENGINEERING SERVICES

To initiate the plan to build a new fire station, the City started the search for a firm to assist with the preliminary architectural and engineering needed for a project of this magnitude. The City advertised for Engineering and Architectural Services for the new Fire Station Headquarters Project in September 2019. Four firms responded and provided the needed documents, including Statements of Qualifications (SOQs). After careful consideration, including interviews of both firms, Rice Fergus Miller, Inc., (RFM) was selected and deemed the best fit for the Chehalis Fire Station Project based on its approach to the design process and a project team that included Gibbs and Olson, an engineering firm that has done good work for the City in the past. The City Council approved the contract with Rice Fergus Miller on March 9, 2020.

The COVID 19 Pandemic was declared just weeks after the City engaged Rice Fergus Miller. Then, the need to establish an emergency station became a priority when LCFD #6 ended the lease with the City in May of 2020. Concurrently, the City was in the process of purchasing the site at State Avenue and Chamber Way that includes the parcel facing Sitka that is now serving as the temporary Chehalis Fire Station. Rice Fergus Miller assisted the City with analysis of multiple sites for the emergency station; review of potential sites for the permanent fire station; as well as support and analysis associated with the due diligence associated with the purchase of the current property at State Avenue and Chamber Way.

PROPOSED CONTRACT RENEWAL

The previous contract awarded to Rice Fergus Miller, Inc. expired, leaving phase 1 of the original award incomplete, due to the redirection of RFM's services to the temporary station facility.

In order to complete Phase 1 and initiate the plan to build a new fire station, the City prepared a Request for Proposals (RFP) for Engineering and Architectural Services for the new Fire Station Headquarters Project in January 2024. With the estimated project amount, we were able exercise our option to use minimal competition process, a small public works roster, allowing us to consider our previous provider.

The proposed contract with Rice Fergus Miller, Inc. sets the revalidation and completion of phase 1 of the original 3 phase project approved in 2020. Phase 1 focuses on the scope of work in the contract before the City Council currently. Contract amendments and funding for Phases 2 and 3 would be considered after Phase 1 is completed. The three phases are:

- **Phase 1** – Station Feasibility, Preliminary Design, and Public Education and Outreach
- **Phase 2** – Final Design and Bidding (after funding is secured)
- **Phase 3** – Construction Services

PHASE I – SCOPE OF WORK

More specifically, Phase I services would include:

Task 1: Fire Station Programming Revalidation and Preliminary Design

Rice Fergus Miller previously discussed fire station programming in May of 2022. Since that time, and with many changes in leadership, it was determined the revalidation of past programming is needed to develop an updated fire station program document. In addition, we will reconfirm the suitability of the subject property for the construction of a new fire station.

This program task is supported by two meetings with the Fire Station Committee:

- In person program revalidation and precedent imagery with design team and Fire station committee.
- Virtual meeting to review programming updates and review exterior character. Rendering.

The specific tasks associated with Task 1 would include:

- Develop a detailed room-by-room program document.
- Develop a square footage summary.
- Preliminary floor plan diagrams.
- Preliminary site plan diagrams.
- Prepare exterior character sketch.

Task 2: Cost Estimate and Budgeting

With a committee that includes the Chief, Administrative Assistant and 4 firefighters, RFM would facilitate a programming process on a room-by-room, detailed basis for the new fire station. This would include the operational areas, living quarters, Apparatus bays, and support spaces, as well as issues such as community access, security concerns, training needs, decontamination practices, vehicle washing regulations, and emergency communications. After confirming the square footage needs, RFM would prepare diagrammatic floor plans and site plans to confirm the operational layout on the subject property.

Utilizing the program documents, square footage diagrams, sketches and engineering reports, the Professional Cost Estimator would develop a detailed cost model for constructing the new station. Anticipated expenses for project soft costs would also be estimated. This would include items such as sales tax, fees for architectural and engineering services, permit fees,

furniture, and equipment. If the total anticipated costs exceed what the City believes the funding capacity could support, RFM will undertake a process with the City to rebalance the scope of improvements. Considerations could be given to phasing improvements over time or scaling back certain aspects.

The specific tasks associated with Task 2 would include:

- Professional construction cost estimate
- Overall project budget, including anticipated soft costs.

Task 3: Civil Engineering Deliverables

This task includes assistants with the development planning level opinion and construction cost. The engineer will provide planning level opinion of the construction cost for site work, parking and access, utilities to include potable and fire supply water, sanitary sewer, storm water, natural gas, telecommunications, cable and electrical.

The specific tasks associated with Task 3 would include:

- Existing conditions base map (Gibbs & Olson).
- Conceptual site development, stormwater, and utilities plan/lot plan with access off adjacent roadways (Gibbs & Olson).

FISCAL IMPACT

The total cost for the Phase I portion of the project is anticipated Not-to-Exceed \$44,000.00.

This expense was anticipated, and the 2024 Adopted Budget includes \$200,000 in the Public Facility Reserve for design of the permanent fire station.

Task One: Fire Station Programing and Preliminary Design	\$ 20,165.00
Task Two: Cost Estimate and Budgeting	6,667.81
Task Three: Civil Engineering	12,628.00
Total Contract	\$39,460.81
Contingency (11.5%)	\$4,539.19
TOTAL PROJECT ESTEMATE (PHASE I)	\$44,000

RECOMMENDATION

It is recommended that the City Council:

- Award the Contract for Engineering and Architectural Services for the Fire Station Headquarters Project-phase 1 to Rice Fergus Miller, inc., in the amount of \$39,460.81.

- It is further recommended that the City Council authorize the addition of a contingency of \$4,539.19 to address any additional issues that arise that could be more cost effectively addressed as part of this contract. This represents a contingency of 11.5% and brings the total Phase I project budget to \$44,000.
- Authorize the City Manager to execute all project related documents, including change orders in an amount up to \$44,000.00.

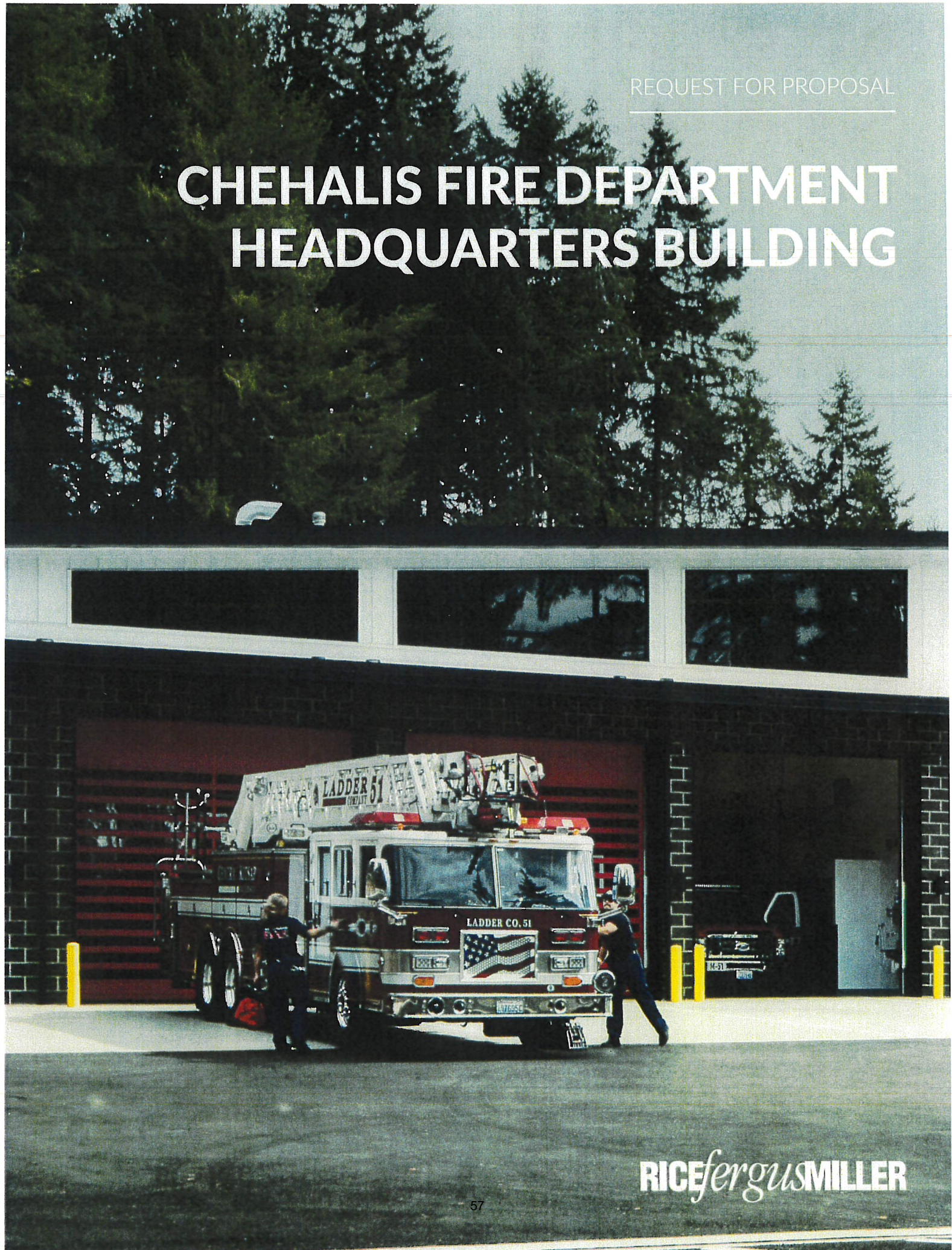
SUGGESTED MOTION

I move that the City Council:

- Award the Contract for Engineering and Architectural Services for the Fire Station Headquarters Project – Phase I to Rice Fergus Miller, Inc., in the amount of \$39,460.81.
- Authorize a project contingency of \$4,539.19; and
- Authorize the City Manager to execute all project related documents, including change orders in an amount up to \$44,000.00.

REQUEST FOR PROPOSAL

CHEHALIS FIRE DEPARTMENT HEADQUARTERS BUILDING



*RICE*fergusMILLER

February 8, 2024

Adam Fulbright, Fire Chief
Chehalis Fire Department, City of Chehalis
500 NW Sitka
Chehalis, WA 98532

RE: Request for Proposal (RFP) For Architectural & Engineering Services For Fire Station Programming Revalidation and Preliminary Design, Chehalis Fire Department Headquarters Building

Dear Chief Fulbright and City Manager Anderson,

We are excited to submit our qualifications and experience in planning and designing fire department facilities and appreciate your time considering this partnership. Our goal is to continue to be your trusted advisor, and we are ready to sit down and understand your department, city, and community needs for today and the next 50+ years.

Subject Matter Experts

Rice Fergus Miller (RFM) has a Fire and Emergency Services market of over a dozen full time staff, with more than 25 years of dedicated work planning, designing, and improving fire service facilities across the Pacific Northwest. RFM has worked with over 100 fire districts and departments on more than 400 fire service-specific projects. This resume of work is led by professionals well versed in the fire service industry, including two former firefighter/EMTs with a combined experience of more than 30 years, and 5 years as fire chief. Our expertise includes not only fire stations, but maintenance facilities and fire training facilities to meet current needs and offer flexibility for future growth.

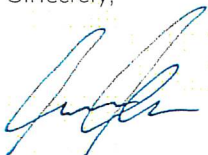
Commitment to Health, Safety, and Wellness

Planning and designing a modern headquarters fire station starts with acknowledging the dangers of the job and implementing design features to mitigate those risks. Operationally, we focus our planning on the Healthy In, Healthy Out Initiative, and use our experience in industry best practices to achieve a safe, highly functional, durable, and easy to clean and maintain facility. In the living quarters, we design for gender-neutrality, proper acoustics and materials, and spaces that promote recovery from traumatic calls. A headquarters station isn't complete without the administrative component. This includes not only private and collaborative spaces, but a focus on welcoming the public and allowing them a safe space for meetings, blood pressure checks, and more.

Meeting Your Needs

RFM has had the pleasure of working with the City of Chehalis and its Fire Department for several years and is intimately familiar with your proposed site and past programming. Our team understands what it takes to meet your needs, from recommended sustainability features and energy conservation, to improving quality of firefighter and administrative staff safety and comfort. We look forward to guiding you through the process of program revalidation and preliminary station design and helping you achieve a long-lasting and cost-effective headquarters fire station.

Sincerely,



Gunnar Gladics
Principal, Rice Fergus Miller, Inc
ggladics@rfmarch.com
P: 208-721-0175

FIRM OVERVIEW

About Rice Fergus Miller

Rice Fergus Miller, Inc (RFM) is a privately owned B-Corp that provides professional architectural, interior design, and planning services, headquartered in Bremerton, WA since 1987. The firm is led by our four major shareholders Greg Belding, Jennifer Fleming, Dean Kelly, and Gunnar Gladics and principals, Inky Haley, Sarah Gladics, Erin Hatch, and Jason Ritter-Lopatowski.

For the last 36 years, we have committed our practice to performing meaningful work that builds and strengthens communities. Housed in a reclaimed Sears auto service center, one of the most energy-efficient buildings in the

United States, RFM blends the personal aspirations of its staff with a vision for more just and vibrant communities.

Rice Fergus Miller is the only architecture firm in Washington certified as a B Corporation. B Lab was established in the United States to recognize for-profit organizations that meet rigorous standards of social and environmental performance, accountability, and transparency.



Dedicated to Fire & Emergency Services

Within the firm over a dozen of our technical and design staff are fully dedicated to the Fire and Emergency Service market. As a group we have a tremendous amount of industry experience averaging over 20 years per team member.

RFM is licensed in the State of Washington.

STAFF

Principals	8
Licensed Architects	15
Interior Designers	15
Technical Staff	12
Administrative	8

43%
**WOMEN
OWNED
IN 2023**

FIRE TEAM QUALIFICATIONS

16

**FIRE SERVICE
ARCHITECTS
& DESIGNERS
ON STAFF**

20

**YEARS AVG
EXPERIENCE
PER STUDIO
MEMBER**

400+

**FIRE &
EMERGENCY
SERVICES
PROJECTS**

Projects Completed in the Last 2 Years (Partial List)

Client	Project	Status	Project Type	Contact Person	PM
Bremerton Readiness Center	WYA Classroom Replacement	Complete 2022	New Construction	Andi Bodnariuk	Howard
Central Kitsap Fire and Rescue	Station 52	Complete 2023	New Construction	Mike Tague	Charlie
Bremerton Fire Department	Station 2 and 3 Remodel	Complete 2022	Remodel	Pat McGanney	Howard
Chehalis Fire Department	Temporary Station	Complete 2022	New Construction	Adam Fulbright	Howard
Meridian Fire Department	Station 7	Complete 2023	New Construction	Charlie Butterfield	Richard
Meridian Fire Department	Station 8	Complete 2023	New Construction	Charlie Butterfield	Richard
Meridian Police Department	Police Station 1	Complete 2023	New Construction	Jamie Leslie	Richard
Nampa Fire Protection District	Station 6	Complete 2023	New Construction	Nick Adams	Richard
Redmond Fire Department	Fire Station 16 Remodel	Complete 2022	Remodel (seismic retrofit)	Joesph O'Leary	Howard
Twin Falls Fire Department	Station 2	Complete 2023	New Construction	Mitchell Brooks	Richard
Twin Falls Fire Department	Training Grounds	Complete 2023	New Construction	Mitchell Brooks	Richard
Clallum 2 Fire-Rescue	Capital Facilities Plan	Complete 2023	Planning	Jake Patterson	Howard
Cowlitz County	Dispatch 911	Complete 2023	New Construction	John Diamond	Charlie
East Pierce Fire and Rescue	Station 118	Complete 2023	New Construction	Phil Herrera	Jessica
East Pierce Fire and Rescue	Training Grounds 116	Complete 2022	Planning	Phil Herrera	Jessica
Graham Fire and Rescue	Capital Facilities Plan	Complete 2023	Planning	Oscar Espinosa	Jessica
Pierce County Fire Dist 16	Capital Facilities Plan	Complete 2023	Planning	Randy Takehara	Sarah
Poulsbo Fire Department	HQ Remodel	Complete 2022	Remodel	Jim Gillard	Howard
Silverdale Water District / CKFR	Admin Additions	Complete 2022	Remodel	Mike Tague	Jason
Silverdale Water District / CKFR	Shop Remodel	Complete 2022	Remodel	Mike Tague	Jason
Snohomish Regional Fire Rescue	Capital Facilities Plan	Complete 2022	Planning	Ron Rasmussen	Charlie
South King Fire and Rescue	Station 65	Complete 2022	Remodel	Mitchell Lee	Howard
Valley Regional Fire Authority	Site Investigation	Complete 2022	Planning	Tim Day	Howard
Washington State Patrol	Fire Training Center	Complete 2023	New Construction	Brian Bottoms	Howard

APPROACH TO THE PROJECT

Our team has decades of experience designing and completing public safety facilities just like your new Headquarters station and training facility. Utilizing our proven process of ensuring successful project outcomes, we will work with the City of Chehalis and Fire Department staff to develop conceptual project designs that incorporate your input, are backed by industry standards and are based on our own professional experience. Above all, we will help you be good stewards of the resources and trust placed in you by the community you serve.

Throughout the design process, we will guide you through the steps needed to ensure your goals are met. The following process is tried and true, and will provide the basis of our approach.

While we have worked with hundreds of fire service clients, we understand that every client is unique. Working with you at the start of the project, we will ensure that our work plan is tailored to the nuances of your stakeholder team, jurisdictional requirements, and public input process.

Our design process includes the following steps:

Project Kick-off

Projects start well and end well when team members understand the goals, responsibilities, process, and schedule from the start. We would facilitate a kick-off meeting that includes:

- Introduction of team members
- Identify stakeholders
- Review goals and expectations
- Review planning process
- Project schedule review and milestone dates
- Confirm communication plan
- Develop outreach goals and identify at what stages community interaction will be sought

Programmatic Needs

This portion of the process will discern the long-term operational needs. This would include identifying the size and attributes of every room and space in the station, room adjacencies, and how the facility should be laid out operationally and aesthetically. Key to this will be confirming square footage requirements which in turn define operational capacities and costs. Our practice is to thoroughly vet this program document with all stakeholders since it will become the basis against which all options will be tested.

For Chehalis Fire Department, this would include revalidation of the existing program for necessary updates. Another consideration for Chehalis Fire is discussing your training needs on site.

Preliminary Building and Site Plans

Reconciling the square footage summaries together with the zoning and land use requirements, we would review with you how the station needs can be best accomplished on a given parcel. If this can be accommodated with an adopted 'standard plan', fantastic! If not, we would work with you to arrange the 'standard' rooms and spaces to best fit any constraints the property may have.

Important considerations include public access and parking; safe vehicle circulation entering and exiting the property; secure parking for personnel vehicles; and privacy for outdoor areas.

Preliminary Cost Estimate

With approval by your building committee on the program, site layout, building plans, and character sketches, it will be critical to accurately determine the likely cost for the station.

Working closely with the agency and professional cost estimator, we would dissect their cost estimate and together identify opportunities to explore alternative materials, products, and building assemblies. We would challenge assumptions made, not to be confrontational, but to ensure all parties have the same understandings and have communicated their thoughts and ideas to one another and throughout the team.

Project Budgeting

Confirming the anticipated construction costs for your station is only a portion of our financial management services. The project soft costs for fire stations can be significant. It will be important for you to have an overall project budget that includes all those other costs that are in addition to what you will be paying for construction.

We're able to assist by providing a comprehensive list of the common (and not-so-common) station soft costs and equipment items – things like diesel exhaust capture systems, generators, extractors, communication devices, breathing air fill stations, and specialized racks. We routinely review for items purchased by the agency versus items typically provided by the contractor, as well as confirmation for who is responsible for installation.



Furthering the Design

With the knowledge that the design will meet the long-term needs of the agency, all of the required permits are obtainable, all stakeholders support the project, and the project is within budget, the station may progress to full design, preparation of the bid documents, and ultimately construction.

We pride ourselves on the thoroughness of our internal quality control and quality assurance process. The surest method for minimizing change orders during construction is the elimination of grey areas in the drawings and specifications. We attribute the low change order rate on our projects to our QA/QC program and our hands-on management style.

Managing the Permit Approval Process

One of the most significant influences in a project's overall timeline can be the time required to obtain all the necessary permits. Managing the permit process carefully can reduce the risk of these delays.

RFM will lead the permit submittal and approval process for this fire station. We introduce ourselves to the plan reviewers early in the process and identify all of the submittal requirements, timeframes, and potential issues. We take the tasks associated with the permit process and fold them into the overall project schedule. We track these tasks so that the permit process does not adversely impact the anticipated bid date or groundbreaking because delays can be expensive.

Community Engagement

Community involvement can serve two important purposes – to solicit input and feedback, and to further community support. To serve these purposes, clear communication is key – written, verbal, and graphic. To gain support requires understanding, and that requires deliberate decisions in how, when, and in what settings these projects are promoted.

Proactively seeking community involvement has become the norm. That was certainly the case in Seattle where we designed a replacement for Fire Station 35. We participated in two major open houses. They were treated like Broadway shows with invitations, food, beverages, and plenty of information about the plans for their new station. They buzzed with activity and enthusiasm. The benefit to SFD was a neighborhood of citizens who couldn't be happier about the new station coming to their neighborhood.

Rice Fergus Miller will be participating in all community presentations and neighborhood meetings. We will be an integral participant on all the community outreach efforts for the Chehalis Fire Department.

MANAGEMENT TECHNIQUES & METHODS

Our basic services include schematic design, design development, construction documents, bidding, and construction administration. We use the following strategies to ensure successful projects for our clients:

Schedule Control

During the project kick-off and visioning session we will develop a project road map. Our road map will include project phase durations, milestones, meetings, and updates for stakeholders. This working document will allow all project participants to clearly understand the time frame in which the projects will be delivered.

Document Management

Our team will propose to use an online management tool to organize all project documents. This includes, but is not limited to, schedules, contact lists, estimates, design documents, construction documents, warranties, and as built drawings. This tool will allow all parties involved to view project documents at any time during the project. It also will keep a live record of all transactions including dates and times. During project closeout, an archive is created and the owner retains a full and accurate record of all project transactions.

BIM (Building Information Model)

Our team will use Revit software to create 3D design material for communicating the project design. Revit will also be the platform for the construction documents and will serve as an ongoing record to document construction. Using 'clash detection' in our model, we can minimize change orders to the project, which saves time and money for our clients.

Teamwork

It is our preference to create a collaborative partnership between the owner, design team, and contractor. The foundation for teamwork is our process and work plan. We will come to the table ready to listen, develop clear goals, and establish lines of communication to keep your project organized and on track.

Sustainability

Our team recognizes and appreciates the City of Chehalis for its requirement to integrate sustainability features into their new station planning and design. Not only will this have a positive impact on the environment, but also your firefighters and administrative staff. First, we would work with the city to set goals for conserving natural resources primarily focusing on energy, water, and reducing waste.

Another important aspect of sustainable design is the health, safety, and welfare of the building occupants which goes hand in hand with practices outlined in NFPA 1500 and NFPA 1581. RFM's fire and emergency services studio is led by a certified sustainable building advisor (CSBA) who spent 5 years as an architectural energy specialist and research scientist at the University of Idaho. Our entire design team, including our engineering consultants, will work with the city to educate and provide options for consideration to meet the sustainability goals most important to you.

Cost Control

It is our mission to prevent budget overages during the design process. We have a tested approach to aligning design scope with the owner's budget. The following are proactive tactics we use to manage cost prior to bidding and construction:

- Historical data - We have a cost database from our past projects that is valuable when talking about initial design and program. We can compare past project square foot costs from around the state and right size the project with the owner's budget.
- Quantity based analysis - our building information model allows us to schedule the material quantities in the design. We often give this information to the Construction manager to assist in creating accurate cost estimates.
- Life cycle cost analysis - When reviewing building systems, we will run life cycle cost analysis to give our clients options. You will be able to compare up front costs with long-term maintenance costs and make educated decisions.
- Quality construction documents - each of our projects go through an extensive quality control examination prior to going to bid. We emphasize quality because we know it translates into fewer construction issues for the contractor and a cost efficient, quality building for the owner.

Unique Approaches and Capabilities of the Team

- Local cost data base from recent Washington Fire Station Projects
- Recent experience with a variety of construction delivery methods for fire stations
- Extensive research and consulting on energy efficiency and above code construction
- In house energy and daylight modeling experience
- Energy benchmarking and goal setting
- Local experience in community outreach and education



The Rice Fergus Miller team has designed dozens of standalone fire training facilities and training towers as part of fire station projects. We work with our clients to understand the needs of your Department to incorporate the most appropriate training facilities for your coverage area and your budget.

RELATED EXPERIENCE & QUALIFICATIONS

Fire District Experience

We have provided architectural and interior design services throughout the Pacific Northwest, having designed well over 400 fire stations. Our firm is recognized for this expertise and has been the recipient of numerous design awards for the operational efficiencies and energy saving strategies we've incorporated into our station designs.

Our Fire and Emergency Services (FES) market is led by Gunnar Gladics, who has over 20 years of experience in architecture, construction, and the fire service industry. We provide a wide range of services which include new construction, remodel/renovation of existing facilities, response mapping, feasibility studies, property assessments, community outreach, bond/levy assistance, master planning, interior programming, and more.

Our client list includes over 100 fire districts and municipal fire departments across WA, OR, ID, and AK.

Public Facility Experience

Rice Fergus Miller plans and designs a variety of public projects within the fire service industry, as well as supporting other community and public project needs.

As a firm we have worked on projects with Kitsap, King and other Washington Counties, as well as similar work for other municipalities and government agencies. We have worked on over 100 projects for Olympic College, Central Kitsap and Bremerton School Districts, and Kitsap Public Facilities District. A handful of the public facility projects we have worked on include:

- Public Works Buildings
- Administration Offices
- Special Events Centers
- Fire Training Facilities and Campus Plans
- WA Military, Youth Academy Classroom Building
- Fleet and Logistics/Maintenance Facilities
- Libraries
- Education Facilities (K-12 and Higher Ed)
- Police Precincts
- Community Events Centers
- Police Report and Interview spaces within Fire Stations
- Emergency Operations Centers
- 911 Dispatch Centers

DIRECT FIRE SERVICE EXPERIENCE

For some of our team members the knowledge and experience of fire equipment and operations goes far deeper. Gunnar Gladics was a firefighter and EMT for two fire districts in Idaho. He holds a Firefighter 1 certification. Charlie Krimmert has 25 years of experience as a firefighter, EMT and Officer.

BENEFIT TO CITY OF CHEHALIS

The cross over between boots on the ground and creativity at the drafting board has made a fundamental difference in the fire stations we've designed – most notably in their operational efficiencies, health and wellness, and day to day functionality.



Charlie Krimmert



Gunnar Gladics



Sarah (Feenstra) Gladics

TEAM ORGANIZATION



RICEfergusMILLER

KEY TEAM MEMBERS:

This will be your primary team in charge of design, documentation, and construction administration. This team has capacity to complete the project, and if needed, may call on other team members below for special expertise or quality control.



Gunnar Gladics
Principal in Charge



Suzanne Hudson
Project Coordinator



Howard Struve
Project Manager



Liz Salas
Job Captain



Tom Ewers
Project Architect



Keith Whiting
Architectural Designer



Sarah Gladics
Station Planner

SUBCONSULTANTS

Mechanical & Electrical



Structural

Reid Middleton

Hazmat



Cost Estimator



ADDITIONAL RFM FIRE & EMERGENCY SERVICES TEAM



Mike Wright



Elaine Liffgens



Richard Carlos



Sam Tomlinson



Charlie Krimmert



Jason Ritter-Lopatowski



Hiroshi Inoue



Becky Wall



Jessica Archer-Rucshner

PROPOSED TEAM

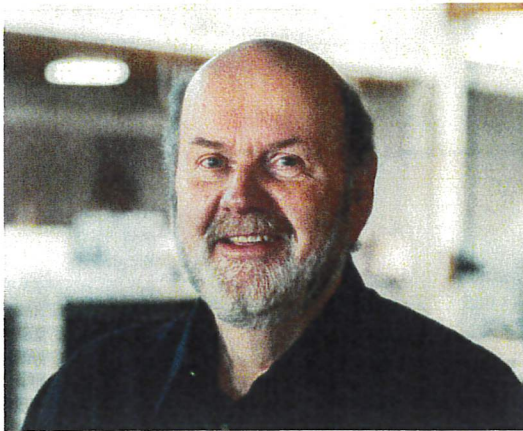


GUNNAR GLADICS

Fire Station Specialist, Principal in Charge
RA, NCARB, CSBA

Gunnar is actively and passionately involved in planning and designing fire and emergency services projects in the Pacific Northwest. In addition to his experience as a research scientist, he spent seven years serving two communities as a firefighter and EMT. Gunnar is dedicated to creating healthy environments that increase human performance and decrease operating costs. Gunnar enjoys assisting clients to meet their goals for sustainability, energy efficiency, and occupant health and performance. As PIC Gunnar's responsibility is to provide overall leadership to the entire design team. Gunnar will help the design team and owner maintain a vision of the bigger picture and focus on project intent. For your project, Gunnar will also apply his years of experience as an emergency services design expert and his practical knowledge from seven years in the fire service to programming and early design efforts.

50+ Fire Facility Projects



HOWARD STRUVE

Project Manager, Associate
LEED BC+C

In Howard's almost 30 years with Rice Fergus Miller he has been a vital member of the firm's fire and emergency service projects. **Howard has worked with Chehalis Fire Department for many years and is very familiar with your leadership, community, and needs.** As Project Manager, Howard will ensure a smooth process in getting the work of the team done successfully in every aspect. Howard believes there are two main ingredients necessary to create a successful project: creativity, to design a project that meets the requirements of both function and aesthetics; sensitivity, to make material and method choices that fit the budget.

100+ Fire Facility Projects



SARAH GLADICS

Station Planner, Principal
NCIDQ, IIDA

As both an interior designer and fire station planner, Sarah has worked with more than two dozen fire and emergency services clients over the last seven years on more than forty projects. She specializes in planning and designing new fire stations, remodels, fleet and logistics facilities, to capital facilities planning for district and department wide current and future needs. **Sarah also ensures that your project follows industry best practices for health, safety, and wellness, is code-compliant, durable and easy to clean and maintain.**

40 Fire Facility Projects

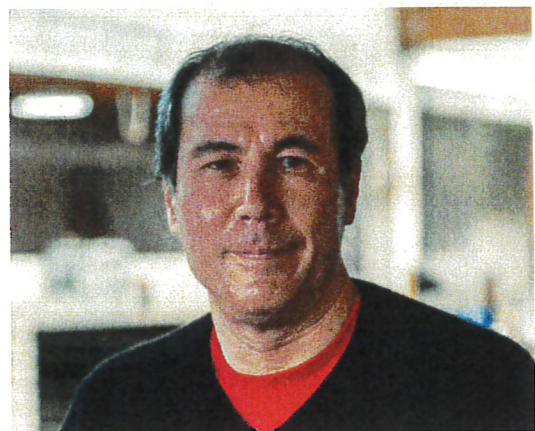


KEITH WHITING

Architectural Designer
LEED AP

Keith is an architect based in Portland, Oregon with over 25 years of professional experience. During his career he has worked on a diverse range of project types and scales but his favorites have tended to be infrastructure and public facility design. Recently he has been focused on Fire Stations and other Emergency service projects, in which he participates in all aspects of the process, from initial high-level concept to final technical detailing, while in constant pursuit of overall design excellence. **Keith will serve as Architectural Designer for your project and will play an integral part of laying the framework for form and function.** His aesthetic influences the project from design kick-off through implementation to execution. He will be heavily involved with stakeholder communication. He is tasked with shepherding the design process to stay true to the stakeholder project goals and objectives established at the start of the project. This starts with helping stakeholders sort through priorities and build consensus and continues through coordination with the rest of the design team.

12 Fire Facility Projects



TOM EWERS

Project Architect
RA

Tom has nearly 30 years of experience in architecture and has worked on a wide range of projects including tenant improvements, fire stations, cinemas, hotels, multifamily and retail shell buildings. He has worked on both wood-framed, and steel and concrete structures. **Always eager to incorporate sustainable strategies, Tom keeps the client's best interests in mind while maximizing the possibilities for saving energy and reducing costs.** He is an effective communicator and excellent collaborator and loves to solve the complex puzzles that architecture frequently presents. As Project Architect, Tom works with the client to develop a building's program and explores layouts and options to incorporate the programmatic elements into the design. He will help develop details and documentation and will coordinate with the consultant team to ensure design compatibility. Tom's goal is to ensure you are delivered a tight set of drawings that communicate the design effectively and minimizing change orders, and other costly delays.

5 Fire Facility Projects



ELIZABETH SALAS

Job Captain, Associate
CDT

As an architectural designer with nearly a decade of experience, and a certified CDT, Liz's strengths lie in communication and coordination. She is involved in many phases of our fire and emergency services projects, including schematic design, design development, construction documents, and construction administration. Liz is a dedicated member of our fire and emergency services market, co-leading our education sessions that bring conversations and research around industry and design best practices. In addition, she manages our fire and emergency services BIM detail library that our staff can use for tried and true construction drawing details for project efficiency. Additionally, Liz is fluent in both English and Spanish.

30 Fire Facility Projects

RELEVANT FIRE STATION PROJECTS

NAMPA FIRE PROTECTION DISTRICT STATION 6 NAMPA, ID

Working with the Nampa Fire District, Rice Fergus Miller and local architect, Pivot North, have provided master programming services and design services for Nampa Fire Station 6. This design-build project is being delivered in conjunction with Beniton Construction, and is designed to serve the current and future needs of Nampa Fire as well as improve response times to the Nampa community.

The station is 10,224 sf and features three apparatus bays, a work room, day room, kitchen, fitness space, six sleep rooms, shop/air room, and a decon and bunker gear space. It also contains a training platform with an apparatus bay.



Scope/Services: Architecture, Interior Design
Delivery: Design-Build
Size: 10,224 SF
Cost: \$6,800,000
Duration: 2022-2023
Team Involved: [Gunnar Gladics](#), [Sarah Gladics](#), [Keith Whiting](#), [Liz Salas](#)

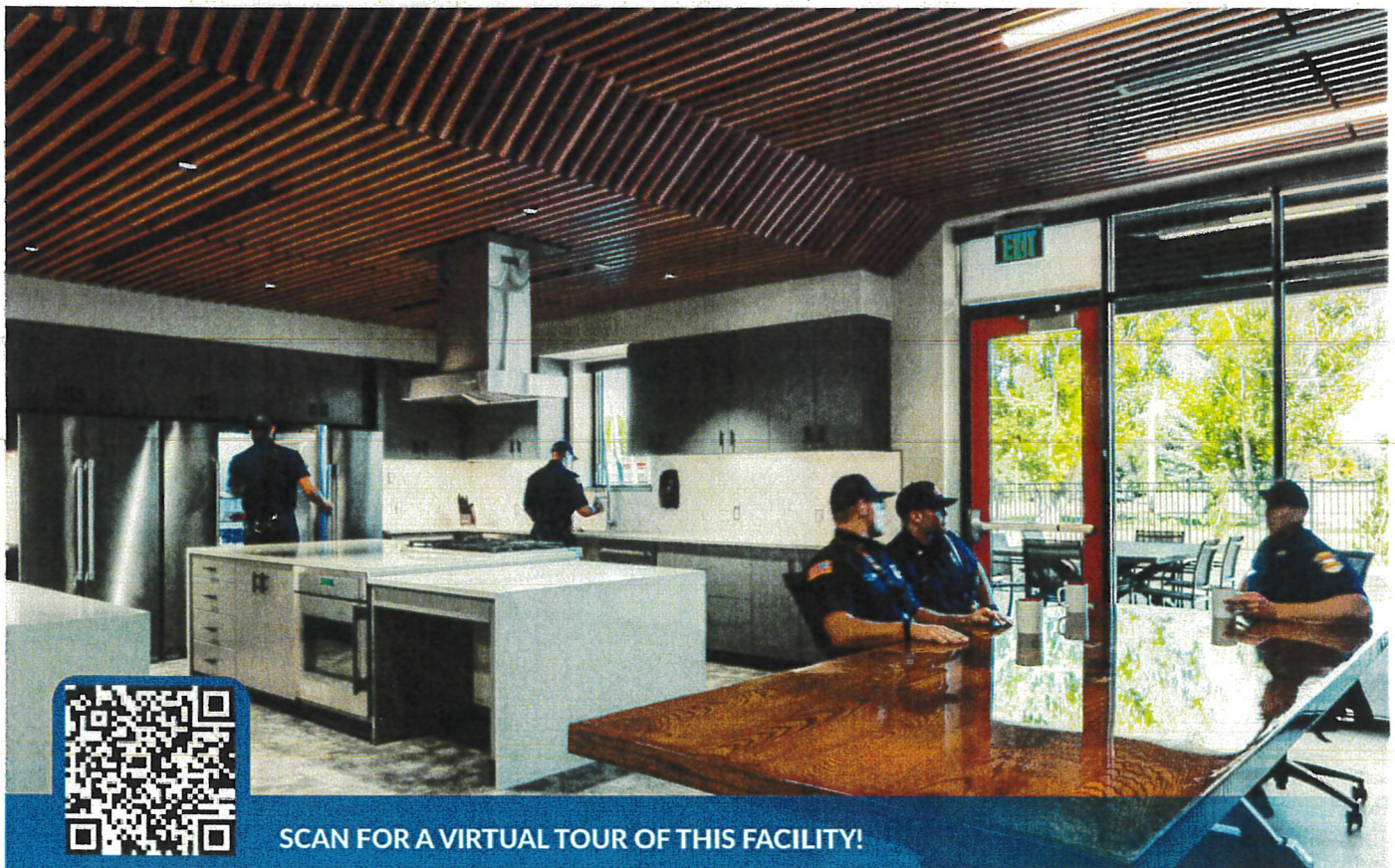
Reference

Nick Adams
Deputy Chief, Nampa Fire District
(208) 447-4480
adamsn@cityofnampa.us





This project is located in the Boise / Treasure Valley area and our Guaranteed Maximum Price (GMP) was set early in 2022. Not only was the timing of this project a challenge, but the greater local economic region was experiencing extreme labor shortages during this time. Despite significant project cost inflation due to the COVID-19 pandemic, we worked diligently to keep the district informed of the status of the market and how we could steer the project back to original desired budget. As a result, we offered several flexible and creative alternatives, but the district decided that they needed all the scope identified and increased the final GMP to match. No change orders exist on this job but for one owner requested change to hand wash faucet types.



SCAN FOR A VIRTUAL TOUR OF THIS FACILITY!

LEBANON FIRE DISTRICT STATION 31 LEBANON, OR

Rice Fergus Miller has been working with Lebanon Fire District to plan and design a new headquarters station, logistics building, and training tower on the site of their existing facilities. As part of this project an initial temporary facilities phase was completed to allow the district to continue operations on site while the old station was demolished and new facilities are constructed. Phase 1 includes civil and site work to accommodate two modular living quarters currently in place and operational.

During Phase 1, staff will move into modular trailers on the property and will use the logistics building as the apparatus bay. Station 31 will be razed, as will training structures in the back. After the new building is complete, staff will move in, and phase 2 will begin, which includes a new training tower, parking lot and logistics building. Completion of the entire project is estimated to be around late 2023 or early 2024.

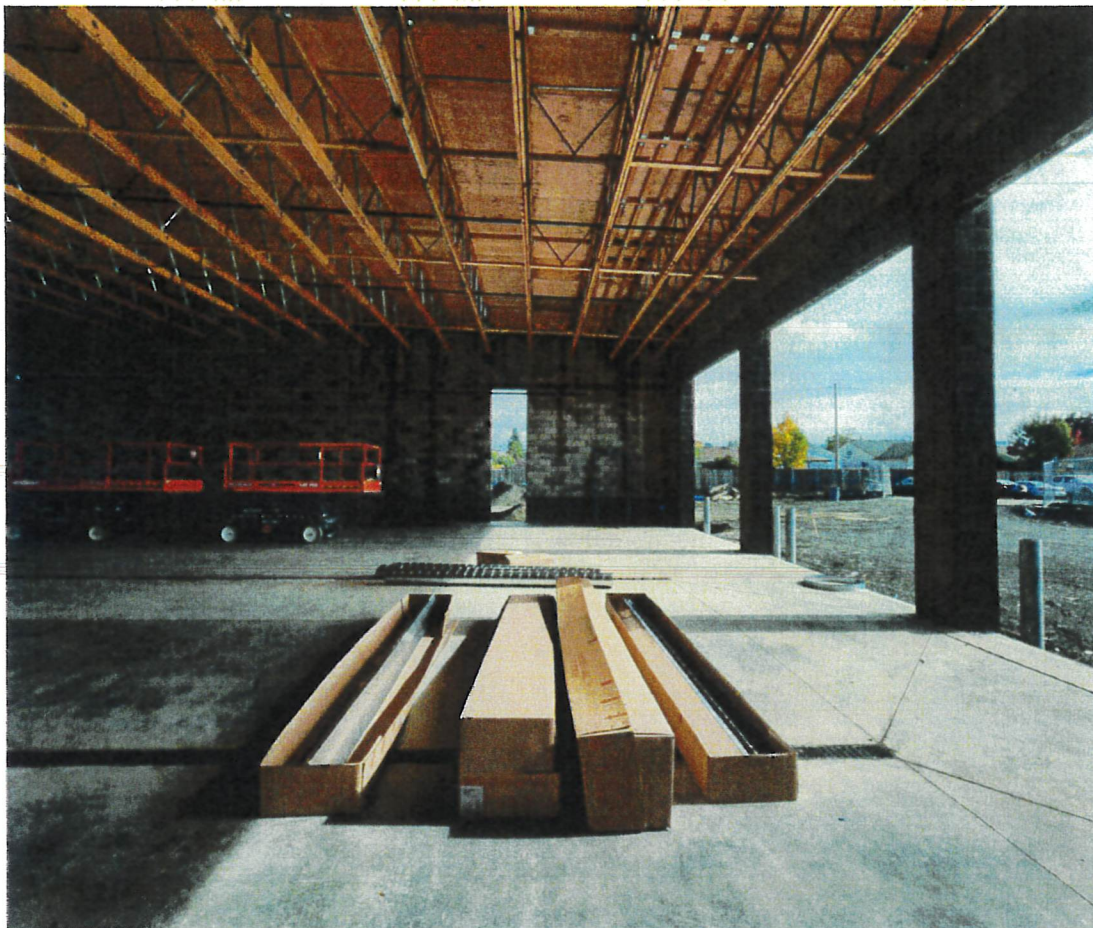


Scope/Services: Architecture, Interior Design
Delivery: GC/CM
Size: 25,000 SF
Cost: \$14,300,000
Duration: 2023-Current
Team Involved: Gunnar Gladics,
Sarah Gladics, Keith Whiting, Tom Ewers

Reference

Joseph Rodondi, Fire Chief
(541) 570-5819





LACEY FIRE DISTRICT 3 STATION 34 LACEY, WA

Rice Fergus Miller's Fire and Emergency Services team worked diligently with Lacey Fire District 3 to design their new 14,500 square foot station to replace their aging station located on the adjacent site. This station has areas dedicated to both the local community and Lacey Fire District 3. The community is invited in through a public plaza, a covered entry, lobby space into a conference room. It was important to Lacey Fire District 3 to be good neighbors. With their site being adjacent to a residential community, extra considerations were discussed and implemented in the design process. Some of these items included building up the site directly adjacent to residences with a berm and installing aesthetically pleasing fencing to provide visual privacy between the fire station and the adjacent residences.



Scope/Services: Architecture, Interior Design
Delivery: Design-Bid-Build
Size: 10,400 SF
Cost: \$6,787,416
Duration: 2019-2021
Team Involved: [Howard Struve](#),
[Sarah Gladics](#)

Reference

Steve Brooks
Fire Chief, Lacey Fire District 3
Lacey Fire District 3
(360) 528-2318





This station was planned and designed in 2018/19 and construction took place during the heart of the COVID pandemic. The site was closed several times during the early stages of the pandemic, but our team worked with the contractor to help find ways to stay on schedule and on budget. We have continued to work with Lacey District 3 and are currently administering construction on a new vehicle repair facility for them.



CENTRAL KITSAP FIRE & RESCUE STATION 52 SILVERDALE, WA

This 10,998 square foot station is the first of five prototype stations created for Central Kitsap Fire & Rescue. The station contains four apparatus bays for a variety of emergency response vehicles. The overall station design and layout provides turnout time optimization, ensuring rapid response to emergencies.

One standout feature is the integrated drill wall, a dynamic training resource that enhances readiness and proficiency of CKFR's dedicated team. Additionally, the station boasts both indoor and outdoor training and fitness capabilities, promoting health and wellness of staff.

Designed to serve the Kitsap community for decades to come, the durability and longevity of the station's performance were paramount. Meticulous selection of materials will extend the building's lifespan while contributing to the overall well-being of its occupants. This project represents a true highlight in our firm's mission to serve the people who protect the Kitsap community.



Scope/Service: Architecture, Interior Design
Delivery: Design-Bid-Build
Size: 11,000 SF
Cost: \$6,750,000
Duration: 2022-2023
Team Involved: Gunnar Gladics,
Sarah Gladics, Howard Struve

Reference

Mike Tague,
Assistant Chief of Capital Projects
Central Kitsap Fire and Rescue
(360) 447-3587
mtague@ckfr.org





This project was also part of a larger bond planning effort that was completed and passed in 2019. Delicate management of funds was required throughout the design and construction process beginning in earnest in 2020. Station 52 had some re-scoping take place early after the bond had passed at district direction. Though we added 25% more floor area to the project it was only slightly over the original bond budget. We worked closely with the owner as a team to develop a contingency budget for the project.



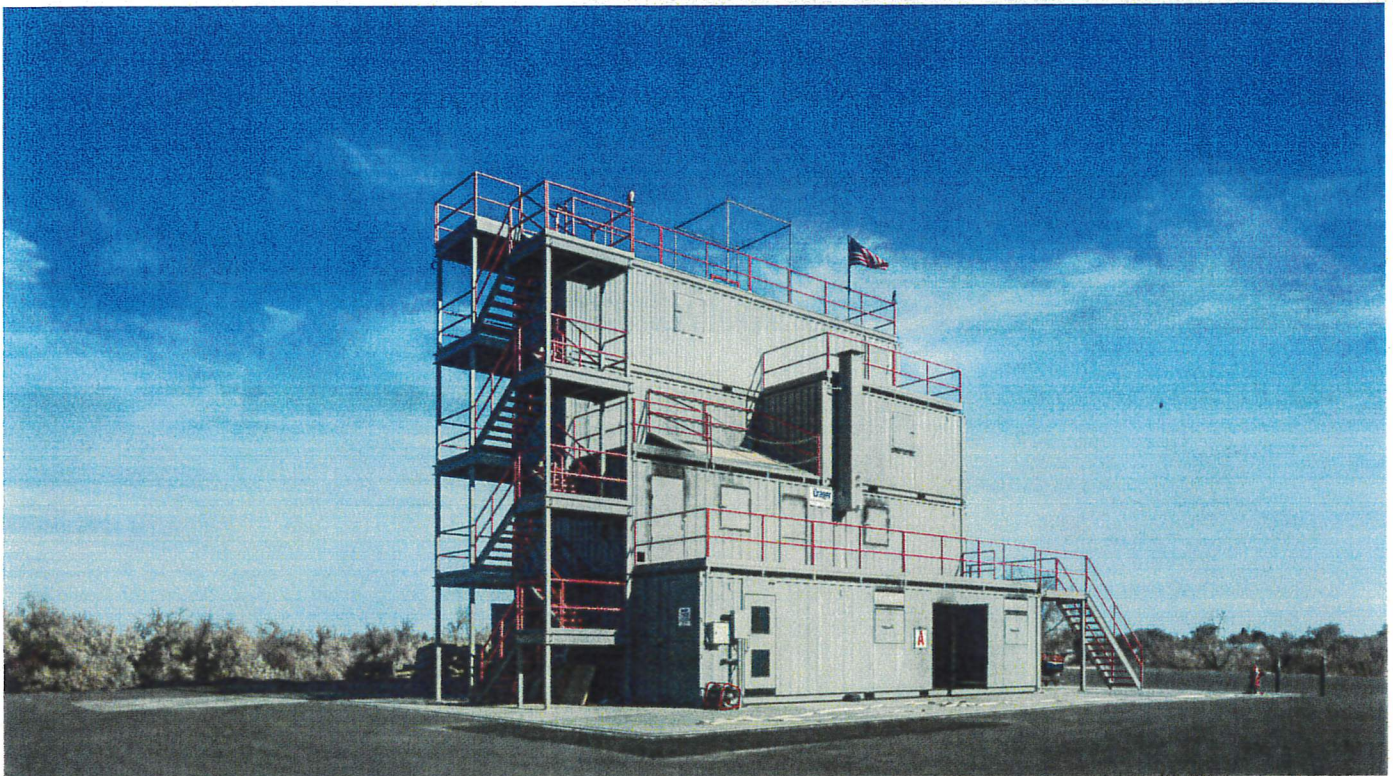
TWIN FALLS FIRE DEPARTMENT TRAINING CENTER MASTER PLAN PHASE 1

TWIN FALLS, ID

The overarching goal of this fire training project is to create a long-term plan to address training needs for the City of Twin Falls and Twin Falls Rural Fire District, and to create a list of individual projects to tackle over time. Ideally, this training center will provide opportunities for many regional partners such as local utility companies, the College of Southern Idaho's future fire service education program,

Twin Falls Police Department, and many other important agencies in the Magic Valley. This training center master plan was designed in phases for ease of construction and completion over time. Phase 1 was recently completed and is now fully operational.

This project was in partnership with Pivot North Architecture.

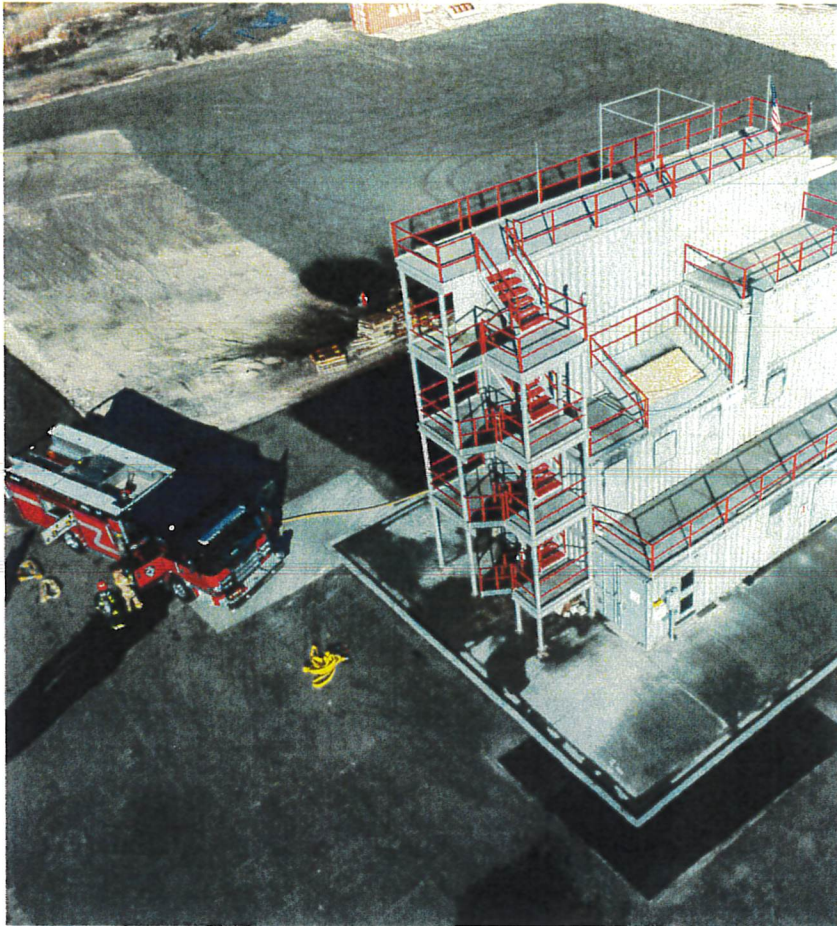


Scope/Service: Master Planning, Training Center Consulting
Delivery: CMAR
Size: Site development, pre-engineered training tower and training support building
Duration: 2019-2023
Team Involved: [Gunnar Gladics](#)

Reference

Les Kenworthy
Fire Chief, Twin Falls Fire Department
(208) 735-7231





Whether a standalone training tower, Conex boxes, or an assortment of props, fire training is a critical part of the fire service. Our approach to planning and designing a fire training structure or campus, big or small, is to focus on the following philosophies: realism (scenario-based training), roadways, water bodies, topography, and being good neighbors. Once we understand your community and your training objectives, we can work with you to create unique solutions that fit your needs and your budget.



SELECT FIRE & EMERGENCY CLIENT LIST

Anderson Island Fire-Rescue
 Asotin County Fire District 1
 Bainbridge Island Fire Department
 Bellingham Fire Department
 Bremerton Fire Department
 Boise Fire Department
 Caldwell Fire Department
 Carbonado Fire Department
 Central Kitsap Fire & Rescue
 Central Pierce Fire & Rescue
 Central Whidbey Island Fire & Rescue
 Chelan County Fire District 5
 Clackamas Fire District 1
 Clallam County Fire District No 3
 Cowlitz 2 Fire & Rescue
 Cowlitz 911 Public Authority
 East Pierce Fire & Rescue
 Everett Fire Department
 Gem County Fire and EMS
 Gig Harbor Fire & Medic One
 Graham District 21
 King County Fire District 45 Duvall
 King County Fire District 2
 Keizer Fire District
 Klickitat County Fire District 2
 Lacey Fire District 3
 Lebanon Fire District
 Lewiston-Nez Perce County Airport (ARFF)
 Littlerock Fire Rescue
 Longview Fire Department
 Maple Valley Fire & Life Safety
 Mason County Fire District 1
 Matanuska-Susitna Borough Fire Department
 Meridian Fire Department
 Monroe Fire District 3
 Nampa Rural Fire Protection District
 North Kitsap Fire & Rescue
 North Whatcom Fire & Rescue
 Northshore Fire Department
 North Whidbey Fire and Rescue
 Olympia Fire Department
 Orting Fire Department
 Pacific Fire District 1
 Pierce County Fire Protection District 16
 Pierce 23 Fire & Rescue
 Port of Seattle Fire Department (ARFF)
 Port Townsend Fire Department
 Port Ludlow Fire & Rescue
 Poulsbo Fire Department
 Redmond Fire Department
 Renton Fire & Emergency Services Department



Seattle Fire Department
 Skamania County DEM
 Skamania County Fire District 2
 Snohomish County Fire District 7
 Snohomish County Fire District 21 Arlington Heights
 Snohomish Fire District 8 Lake Stevens
 Snohomish County Fire District 10 (Bothell)
 Snohomish Regional Fire & Rescue
 South King Fire & Rescue
 South Kitsap Fire & Rescue
 South Pierce Fire and Rescue District 17
 Spokane Fire District 9
 Sun Valley Fire Department
 Stevenson Fire Department
 Tacoma Fire Department
 Tualatin Valley Fire & Rescue
 Tukwila Fire Department
 Twin Falls Fire Department
 Valley Regional Fire Authority
 West Pierce Fire & Rescue
 Whatcom Fire District 1
 Wood River Fire and Rescue

REFERENCES

Lacey Fire District 3 Steve Brooks Fire Chief sbrooks@laceyfire.com (360) 528-2318	Nampa Fire Protection Distirct Nick Adams Deputy Chief adamsn@cityofnampa.us (208) 477-4480
Hillsboro Fire & Rescue Jeff Gurske Deputy Chief Jeff.Gurske@hillsboro-oregon.gov (503) 999-8143 (cell)	Everett Fire Department Dave Demarco Fire Chief ddemarco@everettwa.gov (425) 257-8101
Central Kitsap Fire & Rescue Mike Tague Assistant Chief of Capital Projects mtague@ckfr.org (360) 447-3587	Cowlitz 911 Call Center John Diamond Executive Director diamondj@cowlitz911.org (360) 762-6801

REQUESTED STATEMENTS

ABILITY TO EXECUTE CONTRACT

We have reviewed the terms and conditions set forth in the RFQ and Principal Gunnar Gladics can execute a contract upon award. We propose to utilize the AIA Standard Form B101-2017.

SUSPENSION OR DISBARMENT STATEMENT

In the almost 37 year history of Rice Fergus Miller, we never been suspended or disbarred from any federal/ municipal work.

“Our main contact person, Gunnar Gladics, I don't believe he has ever said no. Instead he leads the process with “have you thought about this” and provided alternatives or “you may want to look at this option as well.” He continues to work with us on identification of options for cost savings and efficiencies. Every time we have asked for assistance, he has taken the time to provide what we have asked for.

I would highly recommend Rice Fergus Miller to assist with design and consulting services. When we entered into the process one of the things I was asking other Fire Chiefs was would you use them again? This is a very simple answer for me, YES I would use them again.”

- Mark W. Wendelsdorf, Former Fire Chief
Caldwell Fire & Rescue

FIRM LICENSE - STATE OF WASHINGTON



STATE OF
WASHINGTON

Profit Corporation

RICE FERGUS MILLER, INC.
RICE FERGUS MILLER
275 5TH ST STE 100
BREMERTON WA 98337-1814

UNEMPLOYMENT INSURANCE - ACTIVE
TAX REGISTRATION - ACTIVE

BUSINESS LICENSE

Issue Date: Jun 16, 2023
Unified Business ID #: 603125577
Business ID #: 001
Location: 0001
Expires: Jul 31, 2024

INDUSTRIAL INSURANCE - ACTIVE

CITY/COUNTY ENDORSEMENTS:

BELLINGHAM GENERAL BUSINESS #053801 - ACTIVE
OLYMPIA GENERAL BUSINESS - NON-RESIDENT #25100 - ACTIVE
BLACK DIAMOND GENERAL BUSINESS - NON-RESIDENT (EXPIRES 4/30/2024) - ACTIVE
BREMERTON GENERAL BUSINESS #12532 - ACTIVE

LICENSING RESTRICTIONS:

Not licensed to hire minors without a Minor Work Permit.

REGISTERED TRADE NAMES:

RFM ARCHITECTURE & PLANNING
RICE FERGUS MILLER
RICE FERGUS MILLER ARCHITECTURE PLANNING INTERIORS
RICE FERGUS MILLER ARCHITECTURE PLANNING INTERIORS VISUALIZATION

This document lists the registrations, endorsements, and licenses authorized for the business named above. By accepting this document, the licensee certifies the information on the application was complete, true, and accurate to the best of his or her knowledge, and that business will be conducted in compliance with all applicable Washington state, county, and city regulations.

Director, Department of Revenue

UBI: 603125577 001 0001

STATE OF WASHINGTON

Expires: Jul 31, 2024

RICE FERGUS MILLER, INC.
RICE FERGUS MILLER
275 5TH ST STE 100
BREMERTON WA 98337-1814

UNEMPLOYMENT INSURANCE -
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INDUSTRIAL INSURANCE - ACTIVE
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(EXPIRES 4/30/2024) - ACTIVE
BREMERTON GENERAL BUSINESS
#12532 - ACTIVE

Director, Department of Revenue

PROOF OF INSURANCE



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

7/6/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER AssuredPartners Design Professionals Insurance Services, LLC 19689 7th Ave NE, Ste 183, PMB #369 Poulsbo WA 98370		CONTACT NAME: Allison Barga PHONE (A/C, No, Ext): 360-626-2007 FAX (A/C, No): 360-626-2007 E-MAIL ADDRESS: allison.barga@assuredpartners.com	
INSURED Rice Fergus Miller Inc 275 5th Street, Suite 100 Bremerton WA 98337		INSURER(S) AFFORDING COVERAGE INSURER A: Arch Insurance Company INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	NAIC # 11150

License#: 6003745
2249

COVERAGES

CERTIFICATE NUMBER: 312170756

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:					EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED \$ RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/> N/A				PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Professional Liab: Claims Made		PAAEP0119903	2/23/2023	2/23/2024	\$5,000,000 Per Claim \$5,000,000 Aggregate

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

CANCELLATION

Submission of Qualifications

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Chibby Z. Zepher



AIA® Document B102® – 2017

Standard Form of Agreement Between Owner and Architect without a Predefined Scope of Architect's Services

AGREEMENT made as of the Twenty Fourth day of August in the year Two Thousand Twenty Three
(In words, indicate day, month and year.)

BETWEEN the Architect's client identified as the Owner:
(Name, legal status, address and other information)

City of Chehalis
350 North Market Boulevard
Chehalis, WA 98532

and the Architect:
(Name, legal status, address and other information)

Rice Fergus Miller, Inc.
275 5th Street, Suite 100
Bremerton, WA 98337
Phone Number: 360-377-8773

for the following (hereinafter referred to as "the Project"):
(Insert information related to types of services, location, facilities, or other descriptive information as appropriate.)

2023065.00 Chehalis Fire District – Fire Station Planning

The Owner and Architect agree as follows.

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

TABLE OF ARTICLES

1	ARCHITECT'S RESPONSIBILITIES
2	OWNER'S RESPONSIBILITIES
3	COPYRIGHTS AND LICENSES
4	CLAIMS AND DISPUTES
5	TERMINATION OR SUSPENSION
6	COMPENSATION
7	MISCELLANEOUS PROVISIONS
8	SPECIAL TERMS AND CONDITIONS
9	SCOPE OF THE AGREEMENT

ARTICLE 1 ARCHITECT'S RESPONSIBILITIES

§ 1.1 The Architect shall provide the following professional services:

(Describe the scope of the Architect's services or identify an exhibit or scope of services document setting forth the Architect's services and incorporated into this document in Section 9.2.)

Task 1: Fire Station Programming Revalidation and Preliminary Design

Rice Fergus Miller previously discussed fire station programming with the City of Chehalis on May 14, 2020. Since that time, and with a change in leadership, it was determined by the Chehalis Fire Department that a revalidation of past programming is needed to develop an updated fire station program document. This program document would include site and floor plan diagrams, and exterior character rendering suitable for sharing with the City of Chehalis and its citizens. Based on RFM's introductory meeting with Chief Fulbright and his committee on August 1, 2023, we propose the following tasks to carry out the revalidation process.

To support this programming task, we will facilitate two meetings as follows:

Meeting 1: In-person programming revalidation and precedent imagery with design team, Chief Fulbright, and committee (up to 3 hours)

Meeting 2: Virtual meeting to review programming updates, and review exterior character rendering (2 hours)

Task 1 Deliverables:

- Develop a detailed room-by-room program document (RFM)
- Develop a square footage summary (RFM)
- Preliminary Floor Plan Diagrams (RFM)
- Preliminary Site Plan Diagrams (RFM)
- Prepare Exterior Character Rendering (RFM)

Task 2: Cost Estimating and Budgeting

Utilizing our program documents, square footage diagrams, rendering and engineering reports, our Professional Cost Estimator would develop a detailed cost model for estimating the new station. Following the construction cost estimate, RFM would create a project budget worksheet that includes anticipated expenses includes items such as sales tax, fees for architectural and engineering services, permit fees, furniture, and equipment. If the project cost exceeds what the City believes their funding capacity could support, RFM will undertake a process with the City to rebalance

the scope of improvements for the new fire station. Considerations could be given to phasing improvements over time or scaling back certain aspects of the future fire station.

To support this task, RFM will facilitate one meeting as follows:

Meeting 1: Virtual meeting to review preliminary cost estimate and budget information (1 hour)

Task 2: Deliverables:

- Professional Construction Cost Estimate (ProDims)
- Overall project budget, including anticipated soft costs (RFM)

Task 3: Civil Engineering:

Civil Engineer to provide services necessary to assist in development of a planning level opinion of construction costs for the Owner's proposed new fire station facility based on a conceptual site plan to be provided by the Rice Fergus Miller. The Engineer will develop planning level opinion of construction costs for site work, parking and access, utilities to serve the fire station facility including potable and fire supply water, sanitary sewer, and stormwater. Costs for all other utilities including, but not limited to, natural gas, telecommunications, cable, and electrical will be developed by others.

Offsite improvements for water, sewer, storm and roadway, if required, will be identified and included in the Engineer's opinion of construction costs.

The information developed in this project will be utilized by the Owner to determine budgetary requirements for implementing the desired improvements.

Task 3: Civil Engineering Deliverables:

- Existing conditions base map (Gibb & Olson)
- Conceptual site development, stormwater and utilities plan/lot plan with access off adjacent roadways (Gibbs & Olson)

§ 1.1.1 The Architect represents that it is properly licensed in the jurisdiction where the Project is located to provide the services required by this Agreement, or shall cause such services to be performed by appropriately licensed design professionals.

§ 1.2 The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

§ 1.3 The Architect identifies the following representative authorized to act on behalf of the Architect with respect to the Project.

(List name, address, and other contact information.)

Gunnr Gladics, Principal
Howard Struve, Project Manager
Rice Fergus Miller, Inc.
275 5th Street, Suite 100
Bremerton, WA 98337
Phone Number: 360-377-8773
emails: ggladics@rfmarch.com;hstruve@rfmarch.com

§ 1.4 Except with the Owner's knowledge and consent, the Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect's professional judgment with respect to this Project.

§ 1.5 The Architect shall maintain the following insurance until termination of this Agreement. If any of the requirements set forth below are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect as set forth in Section 6.2.3.

§ 1.5.1 Commercial General Liability with policy limits of not less than two million dollars (\$ 2,000,000) for each occurrence and four million dollars (\$ 24000,000) in the aggregate for bodily injury and property damage.

§ 1.5.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Architect with policy limits of not less than one million dollars (\$ 1,000,000) per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.

§ 1.5.3 The Architect may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella liability insurance policies result in the same or greater coverage as the coverages required under Sections 1.5.1 and 1.5.2, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

§ 1.5.4 Workers' Compensation at statutory limits.

§ 1.5.5 Employers' Liability with policy limits not less than one million dollars (\$ 1,000,000) each accident, one million dollars (\$ 1,000,000) each employee, and one million dollars (\$ 1,000,000) policy limit.

§ 1.5.6 Professional Liability covering negligent acts, errors and omissions in the performance of professional services with policy limits of not less than five million dollars (\$ 5,000,000) per claim and five million dollars (\$ 5,000,000) in the aggregate.

§ 1.5.7 **Additional Insured Obligations.** If requested by the Owner, to the fullest extent permitted by law, the Architect shall cause the primary and excess or umbrella policies for Commercial General Liability and Automobile Liability to include the Owner as an additional insured for claims caused in whole or in part by the Architect's negligent acts or omissions. The additional insured coverage shall be primary and non-contributory to any of the Owner's insurance policies and shall apply to both ongoing and completed operations.

§ 1.5.8 The Architect shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section 1.5.

ARTICLE 2 OWNER'S RESPONSIBILITIES

§ 2.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program, which shall set forth the Owner's objectives; schedule; constraints and criteria, including space requirements and relationships; flexibility; expandability; special equipment; systems; and site requirements.

§ 2.2 The Owner identifies the following representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

(List name, address, and other contact information.)

Jill Anderson, City Manager
City of Chehalis
350 North Market Boulevard
Chehalis, WA 98532

Init.

§ 2.3 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated as the responsibility of the Architect in this Agreement, or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants and contractors maintain insurance, including professional liability insurance, as appropriate to the services or work provided.

§ 2.4 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 2.5 The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service.

§ 2.6 Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of, or enforce lien rights.

ARTICLE 3 COPYRIGHTS AND LICENSES

§ 3.1 The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project.

§ 3.2 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.

§ 3.3 The Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for the purposes of evaluating, constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations under this Agreement, including prompt payment of all sums due pursuant to Article 5 and Article 6. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 5.4, the license granted in this Section 3.3 shall terminate.

§ 3.3.1 In the event the Owner uses the Instruments of Service without retaining the authors of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 3.3.1. The terms of this Section 3.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 5.4.

§ 3.4 Except for the licenses granted in this Article 3, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

§ 3.5 Except as otherwise stated in Section 3.3, the provisions of this Article 3 shall survive the termination of this Agreement.

ARTICLE 4 CLAIMS AND DISPUTES

§ 4.1 General

§ 4.1.1 The Owner and Architect shall commence all claims and causes of action against the other and arising out of or related to this Agreement, whether in contract, tort, or otherwise, in accordance with the requirements of the binding dispute resolution method selected in this Agreement and within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 4.1.1.

§ 4.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents, and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A201–2017, General Conditions of the Contract for Construction. The Owner or the Architect, as appropriate, shall require of the contractors, consultants, agents, and employees of any of them, similar waivers in favor of the other parties enumerated herein.

§ 4.1.3 The Architect and Owner waive consequential damages for claims, disputes, or other matters in question, arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 5.7.

§ 4.2 Mediation

§ 4.2.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.

§ 4.2.2 The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of this Agreement. A request for mediation shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration proceeding is stayed pursuant to this section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 4.2.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 4.2.4 If the parties do not resolve a dispute through mediation pursuant to this Section 4.2, the method of binding dispute resolution shall be the following:

(Check the appropriate box.)

☐ Arbitration pursuant to Section 4.3 of this Agreement

☒ Litigation in a court of competent jurisdiction

☐ Other *(Specify)*

(Paragraphs deleted)

ARTICLE 5 TERMINATION OR SUSPENSION

§ 5.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the

Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Owner shall pay the Architect all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 5.2 If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 5.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven days' written notice.

§ 5.4 Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 5.5 The Owner may terminate this Agreement upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause.

§ 5.6 If the Owner terminates this Agreement for its convenience pursuant to Section 5.5, or the Architect terminates this Agreement pursuant to Section 5.3, the Owner shall compensate the Architect for services performed prior to termination, Reimbursable Expenses incurred, and costs attributable to termination, including the costs attributable to the Architect's termination of consultant agreements.

§ 5.7 In addition to any amounts paid under Section 5.6, if the Owner terminates this Agreement for its convenience pursuant to Section 5.5, or the Architect terminates this Agreement pursuant to Section 5.3, the Owner shall pay to the Architect the following fees:

(Set forth below the amount of any termination or licensing fee, or the method for determining any termination or licensing fee.)

.1 Termination Fee:

-0-

.2 Licensing Fee, if the Owner intends to continue using the Architect's Instruments of Service:

-0-

§ 5.8 Except as otherwise expressly provided herein, this Agreement shall terminate
(Check the appropriate box.)

☒ One year from the date of commencement of the Architect's services

☐ One year from the date of Substantial Completion

☐ Other

(Insert another termination date or refer to a termination provision in an attached document or scope of service.)

If the Owner and Architect do not select a termination date, this Agreement shall terminate one year from the date of commencement of the Architect's services.

§ 5.9 The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 3 and Section 5.7.

Init.

ARTICLE 6 COMPENSATION

§ 6.1 The Owner shall compensate the Architect as set forth below for services described in Section 1.1, or in the attached exhibit or scope document incorporated into this Agreement in Section 9.2.

(Insert amount of, or basis for, compensation or indicate the exhibit or scope document in which compensation is provided for.)

Fixed Fee:

Task One: Fire Station Programming and Preliminary Design:

Rice Fergus Miller: \$20,165.00

Task Two: Cost Estimating and Budgeting:

Rice Fergus Miller: \$1,428.00

ProDims (Cost Estimator): \$4,678.40 x 12% markup = \$5,239.81

Task Three: Civil Engineering:

Rice Fergus Miller: \$1,428.00

Civil Engineer (Gibbs & Olson): \$10,000 x 12% markup = \$11,200.00

Total: \$39,460.81

§ 6.2 Compensation for Reimbursable Expenses

§ 6.2.1 Reimbursable Expenses are in addition to compensation set forth in Section 6.1 and include expenses incurred by the Architect and the Architect's consultants directly related to the Project, as follows:

- .1 Transportation and authorized out-of-town travel and subsistence;
- .2 Long distance services, dedicated data and communication services, teleconferences, Project web sites, and extranets;
- .3 Permitting and other fees required by authorities having jurisdiction over the Project;
- .4 Printing, reproductions, plots, and standard form documents;
- .5 Postage, handling and delivery;
- .6 Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;
- .7 Renderings, physical models, mock-ups, professional photography, and presentation materials requested by the Owner or required for the Project;
- .8 If required by the Owner, and with the Owner's prior written approval, the Architect's consultants' expenses of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits in excess of that normally maintained by the Architect's consultants;
- .9 All taxes levied on professional services and on reimbursable expenses;
- .10 Site office expenses;
- .11 Registration fees and any other fees charged by the Certifying Authority or by other entities as necessary to achieve the Sustainable Objective; and
- .12 Other similar Project-related expenditures.

§ 6.2.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus twelve percent (12 %) of the expenses incurred.

§ 6.2.3 **Architect's Insurance.** If the types and limits of coverage required in Section 1.5 are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect for the additional costs incurred by the Architect for the additional coverages as set forth below:

(Insert the additional coverages the Architect is required to obtain in order to satisfy the requirements set forth in Section 1.5, and for which the Owner shall reimburse the Architect.)

Init.

§ 6.3 Payments to the Architect

§ 6.3.1 Initial Payments

§ 6.3.1.1 An initial payment of zero dollars (\$ 0.00) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

§ 6.3.2 Progress Payments

§ 6.3.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid () days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.

(Insert rate of monthly or annual interest agreed upon.)

Legal prevailing rate.

§ 6.3.2.2 The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in the Work, unless the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

§ 6.3.2.3 Records of Reimbursable Expenses and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

ARTICLE 7 MISCELLANEOUS PROVISIONS

§ 7.1 This Agreement shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rules. If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 4.3.

§ 7.2 Except as separately defined herein, terms in this Agreement shall have the same meaning as those in AIA Document A201™–2017, General Conditions of the Contract for Construction.

§ 7.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns, and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement, including any payments due to the Architect by the Owner prior to the assignment.

§ 7.4 The parties shall agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form

§ 7.4.1 Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the model and without having those protocols set forth, shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

§ 7.5 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. If the Owner requests the Architect to execute consents reasonably required to facilitate assignment to a lender, the Architect shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Architect for review at least 14 days prior to execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services, or responsibilities beyond the scope of this Agreement.

§ 7.6 Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Owner or Architect.

§ 7.7 Unless otherwise required in this Agreement, the Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

§ 7.8 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project. This Section 7.8 shall survive the termination of this Agreement unless the Owner terminates this Agreement for cause pursuant to Section 5.4.

§ 7.9 If the Architect or Owner receives information specifically designated as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except as set forth in Section 7.9.1. This Section 7.9 shall survive the termination of this Agreement.

§ 7.9.1 The receiving party may disclose "confidential" or "business proprietary" information after 7 days' notice to the other party, when required by law, arbitrator's order, or court order, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or to the extent such information is reasonably necessary for the receiving party to defend itself in any dispute. The receiving party may also disclose such information to its employees, consultants, or contractors in order to perform services or work solely and exclusively for the Project, provided those employees, consultants and contractors are subject to the restrictions on the disclosure and use of such information as set forth in this Section 7.9.

§ 7.10 The invalidity of any provision of the Agreement shall not invalidate the Agreement or its remaining provisions. If it is determined that any provision of the Agreement violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Agreement shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Agreement.

ARTICLE 8 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows:
(Include other terms and conditions applicable to this Agreement.)

Rice Fergus Miller's liability, whether in tort or in contract, for any cause of action shall be limited as follows; (a) for insured liabilities, to the amount of insurance then available to fund any settlement, award or verdict; (b) for uninsured liabilities, to one hundred percent (100%) of the fee earned by Rice Fergus Miller under this Agreement.

ARTICLE 9 SCOPE OF THE AGREEMENT

§ 9.1 This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the Owner and Architect.

§ 9.2 This Agreement is comprised of the following documents identified below:

- .1 AIA Document B102™–2017, Standard Form Agreement Between Owner and Architect
- .2

RFM Electronic Data Release

- .3 Exhibits:
(Check the appropriate box for any exhibits incorporated into this Agreement.)

[] AIA Document E204™–2017, Sustainable Projects Exhibit, dated as indicated below:
(Insert the date of the E204–2017 incorporated into this Agreement.)

[] Other Exhibits incorporated into this Agreement:
(Clearly identify any other exhibits incorporated into this Agreement.)

Consultant Proposals

- 4 Other documents:
(List other documents, including the Architect's scope of services document, hereby incorporated into the Agreement.)

This Agreement entered into as of the day and year first written above.

OWNER (Signature)

(Printed name and title)



ARCHITECT (Signature)

Gunnar Gladics, Principal

(Printed name, title, and license number, if required)

Rice Fergus Miller, Inc.
275 Fifth Street, Suite 100
Bremerton, WA 98337
(360) 377-8773

Electronic Data Information File Release Form

Project Name: Chehalis Fire District - Fire Station Planning
Project Number: 2023065.00
Issue Date: August 24, 2023

Rice Fergus Miller, Inc. (RFM) agrees to provide electronic information to Chehalis Fire Department(recipient) for Fire Station Planning (project), the electronic information identified as: Revit Model, AutoCAD and/or PDF files, subject to the following terms and conditions. Possession of the electronic information is evidence of recipient's acceptance of, and agreement with, these restrictions:

1. Due to the potential that electronic information can be modified unintentionally or otherwise, RFM reserves the right to remove all indices of its ownership, name, and/or involvement from electronic information not in its possession.
2. The use of this electronic information is restricted to the original site and project for which it was prepared. The information is proprietary and is to be used only as an aid toward the successful completion of this project by the recipient person and/or company identified below. RFM has provided the electronic information solely for your convenience. This does not eliminate or reduce your responsibility to verify any and all information relevant to your work and responsibility on this project. Recipient shall have 30 days from receipt of the electronic information to verify compatibility, readability and appropriateness for use: RFM shall not be responsible for translation errors and does not agree to maintain the electronic information beyond this time period, nor to translate or reconfigure the electronic information. If errors or discrepancies are discovered, please notify our office in writing immediately. Drawings shall not be interpreted to be true scale documents of the proposed work, nor shall they be utilized for fabrication unless written approval is first obtained by RFM. If the electronic information is being altered as part of an effort to generate as-built or "shop" drawings, RFM accepts no liability and/or responsibility for the accuracy of such as-built or "shop" drawings. Material prepared from the electronic information shall not be used for other projects, or be transferred to any other party or entity for use on this or other projects. Reuse or reproduction of the electronic information, data or documents prepared from, by or with this electronic information for any other purpose or party for which the material was not strictly intended, is prohibited, as RFM retains all copyright and other legal interest in the material. In addition, all drawing information contained in the electronic information including, but not limited to, symbol libraries, blocks, details, etc. may not be reproduced, sold, distributed or utilized in any form on any other project or by anyone else.

3. Recipient recognizes that information stored on electronic information, including, but not limited to, a computer disk prepared by RFM, may not be 100% compatible with their own computer system due to differences in computer hardware and software, or may be subject to translation errors. In addition, recipient recognizes that designs, plans and data stored on electronic information, including but not limited to a computer disk, may be subject to undetectable alteration and/or uncontrollable deterioration. If, for any reason, a conflict occurs between information contained in the electronic information and stamped, signed documents, the information on signed or stamped documents shall govern.
4. In light of the foregoing, the recipient recognizes and acknowledges that the use of such electronic information will be at their sole risk and without any liability or legal exposure to RFM. No warranties of any nature, whether express or implied, shall attach to the electronic information or the information contained thereon. Furthermore, recipient hereby releases and shall, to the fullest extent permitted by law, defend, indemnify and hold harmless RFM from any and all claims, damages, losses and expenses ("Claims") including attorney's fees arising out, or resulting from the use of such electronic information, including, but not limited to, Claims involving the completeness or accuracy of any data or information contained therein.
5. Notwithstanding RFM's agreement to provide electronic information pursuant to this Agreement, nothing shall be construed to create contractual privity or benefit between recipient and RFM except as is necessary for RFM to enforce these express, limited terms and conditions.
6. Use of any information or data in the accompanying electronic information signifies your acceptance of the above statements without exceptions and/or modifications.
7. Recipient acknowledges and represents that he/she is executing this Agreement after having received full legal advice, and hereby warrants that he/she has the right and authority to execute the Agreement.
8. This Agreement incorporates and supersedes any and all prior understandings, contains the entire agreement between the Parties, and shall be binding upon and inure to the benefit of the representatives, successors and assigns of each.

Please sign this form and return a copy to our office.

Date: _____

Recipient

Print name in full

Company

CHEHALIS CITY COUNCIL MEETING AGENDA REPORT

TO: The Honorable Mayor and City Council

FROM: Jill Anderson, City Manager

BY: Lance Bunker, Public Works Director
Celest Wilder, Capital Improvement Project Manager

MEETING OF: February 26, 2024

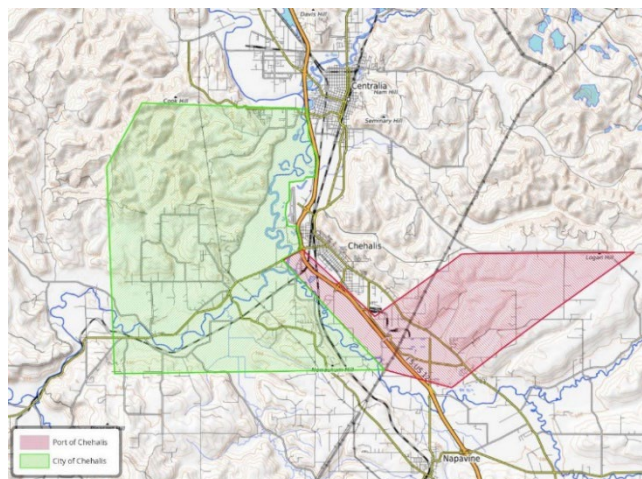
SUBJECT: Consultant Services for Development of a Localized Flood Strategy and Investment Plan (LFSIP) for the City of Chehalis and Port of Chehalis

INTRODUCTION

The purpose of this agenda report is to provide the City Council with a recommended consultant to assist both the City and the Port of Chehalis in the development of a Localized Flood Strategy and Investment Plan (LFSIP) which considers areas of the City and the Port that are connected by streams and rivers in the basin. This would be a project fully funded by a grant from the Recreation and Conservation Office (RCO) of the State of Washington.

In the past, these areas have been independently studied by both the City and Port. Due to geographic confines, no measurable flood reduction effort can be achieved within each of these areas individually.

The City of Chehalis and Port of Chehalis have mutual interest in developing a long-term action plan with sequenced projects recommended to strategically increase local flood resilience and decrease flood elevations within the geographic areas detailed below. The localized plan will specifically target the area of the City south of the Airport, to include the old Wastewater Treatment Plant, the Port of Chehalis, and the riverine areas that connect the two. The plan will also consider downstream impacts of all projects within the targeted area.



PROJECT HISTORY 2016-2021

In 2016, the City received a grant through the Recreation and Conservation Office (RCO) to demolish the old Wastewater Treatment Plant. Over time, the derelict structures at the decommissioned treatment plant have become dilapidated and the grounds have become overgrown with vegetation. The expectation is that removal of the old Wastewater Treatment Plant would create more space for flood water storage.

The initial plan was to take a phased approach. Removal of existing hardscapes, over excavation of filled soils placed when the plant was originally constructed, re-establishing enhanced fish and wildlife habitat, and conversion to park property with interpretive trails were planned.

During preliminary planning of this project, the Engineering firm retained was tasked with determining if excavation of more than 100,000 cubic yards of soil would reduce the flood stage in the area. The analysis performed would result in a 0.01-foot (about 3/16 inch) reduction in the 100 year flood surface water elevation for about ½ mile upstream. Lesser reductions were found downstream of the project site. Analysis also found that the project would cause a 0.02-foot rise in water surface elevation at the project site. This exceeds the 0.00-foot rise allowed under the City's zero-rise ordinance and FEMA's no rise criteria for projects constructed within the Regulatory Floodway.

In 2017, It was suggested to refine the project design to assist with maximizing the flood benefit of planned excavation. Model simulations showed that most of the proposed flood storage would fill with water before the peak of the flood event, limiting the effectiveness of the project.

In 2019, funding was received to determine feasibility and anticipated benefit of developing a flood storage master plan by building on and refining earlier planning and analysis conducted under previous RCO agreements alternative excavation extents and depths were analyzed. Through the development of various schematic plan options, it was discovered that full compliance with zero rise policies could not be met within the current scope and geographic constraints.

In preliminary design phases, it was discovered that regardless of geographic project configuration, there was no opportunity to be in complete compliance with municipal zero rise policies. While some configurations demonstrated the 100-year flood elevation was decreased, that same design would increase the levels of the 25-year and 40-year flood elevations. Conversely, designs demonstrating a reduction in the 25-year and 40-year flood elevations demonstrated an increase in the 100-year flood level.

In 2021, the Port of Chehalis received a grant from the Recreation and Conservation Office, to develop a hydraulic model for the Chehalis Industrial Park. This project was implemented for the purpose of determining downstream impacts of conceptualized Industrial Park flood conveyance improvement projects via both the Dilly Twig and Dillenbaugh creeks. The conclusion of hydraulic modeling results provided very limited effective results and no reasonable cost recommendations. While recommendations provided for the Port project may help flooding issues in the industrial area, they would not resolve flooding problems downstream and would

potentially increase downstream flood water delivery potentially worsening flooding in the area of the old Wastewater Treatment Plant.

PLAN TO CONTINUE AS A JOINT PROJECT WITH PORT

Due to these unforeseen complications, these projects were unable to move to the point of public participation. At this point steps were taken with the Flood Authority, the Recreation and Conservation Office, the Port of Chehalis, and the City of Chehalis to implement a combined, mutually beneficial effort in developing a flood reduction investment plan to involve a wider area of floodplain so that a wider area will benefit, and a broader approach can be taken. Previously, projects in the City and the Port have been studied separately, however, they are still hydraulically connected. Water draining from the Port area directly affects downstream drainage in the City. In a mutually beneficial effort for both the City and Port, unspent previously awarded grant monies were combined, and a new grant agreement was drafted where the City would act as lead agency in a combined effort to develop an investment plan where individual study areas can be combined and studied as one.

REQUEST FOR CONSULTANT PROPOSALS

The City requested proposals from qualified firms to create an engagement strategy that will articulate shared community goals, convey an integrated visions and develop sequenced investment priorities to reduce flood impacts, reduce flood and erosions risk, enhance fish and wildlife habitat throughout the reach while promoting multiple community values and engaging with other comprehensive planning processes, to ensure a coordinated and synchronized outcome.

The City initially published a request for proposals from consultants with response due September 27, 2023. Due to low response, the RFP was sent out again using a targeted approach, with responses due January 12, 2024. One response was received from the initial publication, one targeted request declined due to existing client workload, and the remaining targeted requests did not respond. A panel interview was scheduled with the original responder. The panel concluded to recommend that City Council select SLR International to proceed with the project. The interview panel consisted of City of Chehalis staff, Port of Chehalis Staff, and Flood Authority members.

SLR International is a full-service environmental engineering firm founded in Washington State in 2000. For this project, they will partner with Watershed Science and Engineering, hydrology, hydraulics and geomorphology specialists who have conducted several studies and analyses in the Chehalis basin on other projects.

PROPOSED SCOPE OF WORK

The following is a scope of work to be performed by SLR and its team members, in connection with development of the Localized Flood Strategy and Investment Plan (LFSIP) for the City of Chehalis and the Port of Chehalis.

Major tasks to be accomplished in preparing this plan are:

1. Project Management
2. Data Collection and Assessments
3. Landowner and Community Engagement
4. Hydrology and Hydraulics
5. Final Localized Flood Strategy and Investment Plan (LFSIP)

FISCAL IMPACT

This project is funded in whole by a grant from the Recreation and Conservation Office and will have no fiscal impact to the City.

Consultant fees computed as follows:

SLR Labor	\$211,755.00
Subconsultant Labor	\$98,980.00
Other Expenses	\$4,900.00
<u>Contingency</u>	<u>\$26,205.00</u>
Total	\$341,840.00

RECOMMENDATION

It is recommended that City Council award the contract for development of the Localized Flood Strategy and Investment Plan (LFSIP) for the City of Chehalis and the Port of Chehalis to SLR International with a total not to exceed budget of \$341,840 and authorize the City Manager to execute all contract related documents, including change orders.

SUGGESTED MOTION

I move that City Council award the contract for development of the Localized Flood Strategy and Investment Plan (FSIP) for the City of Chehalis and the Port of Chehalis to SLR International with a total not to exceed budget of \$341, 840 and authorize the City Manager to execute the project related documents, including change orders.

Local Agency A&E Professional Services Cost Plus Fixed Fee Consultant Agreement

Agreement Number:

Firm/Organization Legal Name (do not use dba's): SLR International Corporation		
Address 22118 20th Avenue SE, Suite G-202 Bothell, WA 98021	Federal Aid Number	
UBI Number 602-054-0000	Federal TIN or SSN Number 91-2059735	
Execution Date 02/12/2024	Completion Date	
1099 Form Required <input type="checkbox"/> Yes <input type="checkbox"/> No	Federal Participation <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
Project Title Flood Strategy and Investment Plan for the City of Chehalis and the Port of Chehalis		
Description of Work Develop a combined flood reduction investment plan for both the City of Chehalis and the Port of Chehalis, to involve a wider area of floodplain so that a wider area will benefit, and a broader approach can be taken.		
<input type="checkbox"/> Yes <input type="checkbox"/> Yes <input type="checkbox"/> Yes <input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No DBE Participation <input checked="" type="checkbox"/> No MBE Participation <input checked="" type="checkbox"/> No WBE Participation <input checked="" type="checkbox"/> No SBE Participation	Total Amount Authorized: Management Reserve Fund: Maximum Amount Payable:

Index of Exhibits

Exhibit A	Scope of Work
Exhibit B	DBE Participation
Exhibit C	Preparation and Delivery of Electronic Engineering and Other Data
Exhibit D	Prime Consultant Cost Computations
Exhibit E	Sub-consultant Cost Computations
Exhibit F	Title VI Assurances
Exhibit G	Certification Documents
Exhibit H	Liability Insurance Increase
Exhibit I	Alleged Consultant Design Error Procedures
Exhibit J	Consultant Claim Procedures

Agreement Number:

THIS AGREEMENT, made and entered into as shown in the "Execution Date" box on page one (1) of this AGREEMENT, between the City of Chehalis hereinafter called the "AGENCY," and the "Firm / Organization Name" referenced on page one (1) of this AGREEMENT, hereinafter called the "CONSULTANT."

WHEREAS, the AGENCY desires to accomplish the work referenced in "Description of Work" on page one (1) of this AGREEMENT and hereafter called the "SERVICES;" and does not have sufficient staff to meet the required commitment and therefore deems it advisable and desirable to engage the assistance of a CONSULTANT to provide the necessary SERVICES; and

WHEREAS, the CONSULTANT represents that they comply with the Washington State Statutes relating to professional registration, if applicable, and has signified a willingness to furnish consulting services to the AGENCY.

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

I. General Description of Work

The work under this AGREEMENT shall consist of the above-described SERVICES as herein defined, and necessary to accomplish the completed work for this project. The CONSULTANT shall furnish all services, labor, and related equipment and, if applicable, sub-consultants and subcontractors necessary to conduct and complete the SERVICES as designated elsewhere in this AGREEMENT.

II. General Scope of Work

The Scope of Work and projected level of effort required for these SERVICES is described in Exhibit "A" attached hereto and by this reference made a part of this AGREEMENT. The General Scope of Work was developed utilizing performance based contracting methodologies.

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, and/or individuals shall be coordinated through the AGENCY. The CONSULTANT shall attend coordination, progress, and presentation meetings with the AGENCY and/or such State, Federal, Community, 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 required hours or days' notice shall be agreed to between the AGENCY and the CONSULTANT and shown in Exhibit "A."

The CONSULTANT shall prepare a monthly progress report, in a form approved by the AGENCY, which will outline in written and graphical form the various phases and the order of performance of the SERVICES in sufficient detail so that the progress of the SERVICES can easily be evaluated.

The CONSULTANT, any sub-consultants, and the AGENCY shall comply with all Federal, State, and local laws, rules, codes, regulations, and all AGENCY policies and directives, applicable to the work to be performed under this AGREEMENT. This AGREEMENT shall be interpreted and construed in accordance with the laws of the State of Washington.

Agreement Number:

~~Participation for Disadvantaged Business Enterprises (DBE) or Small Business Enterprises (SBE), if required, per 49 CFR Part 26, shall be shown on the heading of this AGREEMENT. If DBE firms are utilized at the commencement of this AGREEMENT, the amounts authorized to each firm and their certification number will be shown on Exhibit "B" attached hereto and by this reference made part of this AGREEMENT. If the Prime CONSULTANT is a DBE certified firm they must comply with the Commercial Useful Function (CUF) regulation outlined in the AGENCY's "DBE Program Participation Plan" and perform a minimum of 30% of the total amount of this AGREEMENT. It is recommended, but not required, that non-DBE Prime CONSULTANTS perform a minimum of 30% of the total amount of this AGREEMENT.~~

~~In the absents of a mandatory DBE goal, a voluntary SBE goal amount of ten percent of the Consultant Agreement is established. The Consultant shall develop a SBE Participation Plan prior to commencing work. Although the goal is voluntary, the outreach efforts to provide SBE maximum practicable opportunities are not.~~

~~The CONSULTANT, on a monthly basis, shall enter the amounts paid to all firms (including Prime) involved with this AGREEMENT into the wsdot.diversitycompliance.com program. Payment information shall identify any DBE Participation.~~

All Reports, PS&E materials, and other data furnished to the CONSULTANT by the AGENCY shall be returned. All electronic files, prepared by the CONSULTANT, must meet the requirements as outlined in Exhibit "C – Preparation and Delivery of Electronic Engineering and other Data."

All designs, drawings, specifications, documents, and other work products, including all electronic files, prepared by the CONSULTANT prior to completion or termination of this AGREEMENT are instruments of service for these SERVICES, and are the 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 SERVICE, shall be without liability or legal exposure to the CONSULTANT.

Any and all notices or requests required under this AGREEMENT shall be made in writing and sent to the other party by (i) certified mail, return receipt requested, or (ii) by email or facsimile, to the address set forth below:

If to AGENCY:

Name: Celest Wilder
Agency: City of Chehalis
Address: 2007 NE Kresky
City: Chehalis State: WA Zip: 98532
Email: cwilder@ci.chehalis.wa.us
Phone: 360-345-1029
Facsimile:

If to CONSULTANT:

Name: W. Andie Greene, PE
Agency: SLR International Corporation
Address: 99 Realty Drive
City: Cheshire State: CT Zip: 06410
Email: agreene@slrconsulting.com
Phone: 203-271-1773
Facsimile: 203-272-9733

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 titled "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, 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.

Agreement Number:

V. Payment Provisions

The CONSULTANT shall be paid by the AGENCY for completed SERVICES rendered under this AGREEMENT as provided hereinafter. Such payment shall be full compensation for SERVICES performed or SERVICES rendered and for all labor, materials, supplies, equipment, and incidentals necessary to complete SERVICES, specified in Section II, "Scope of Work". The CONSULTANT shall conform to all applicable portions of 48 CFR Part 31 (www.ecfr.gov). The estimate in support of the Cost Plus Fixed Fee amount is attached hereto as Exhibits "D" and "E" and by this reference made part of this AGREEMENT.

A. Actual Costs: Payment for all consulting services for this Project shall be on the basis of Consultant's Rate Schedule, attached hereto. Consultant will, on a monthly basis, or upon the completion of the Project, submit invoice(s) for the un-billed portion of services actually completed and in accordance with the Rate Schedule. Client agrees to pay the invoiced amounts within thirty (30) days from the date of the invoice. Any payment that is not received by Consultant within said 30 days shall be considered delinquent. Other actual costs are:

1. ~~Direct (RAW) Labor Costs: The Direct (RAW) Labor 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. The CONSULTANT shall maintain support data to verify the direct salary costs billed to the AGENCY.~~
2. ~~Indirect Cost Rate (ICR) Costs: ICR 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 ICR rates shown in attached Exhibits "D" and "E" of this AGREEMENT. Total ICR payment shall be based on Actual Costs. The AGENCY agrees to reimburse the CONSULTANT the actual ICR costs verified by audit, up to the Maximum Total Amount Payable, authorized under this AGREEMENT, when accumulated with all other Actual Costs.~~
~~A summary of the CONSULTANT'S cost estimate and the ICR percentage is shown in Exhibits "D" and "E", attached hereto and by this reference made part of this AGREEMENT. The CONSULTANT (prime and all A&E sub-consultants) will submit to the AGENCY within six (6) months after the end of each firm's fiscal year, an ICR schedule in the format required by the AGENCY (cost category, dollar expenditures, etc.) for the purpose of adjusting the ICR rate for billings received and paid during the fiscal year represented by the ICR schedule. It shall also be used for the computation of progress payments during the following year and for retroactively adjusting the previous year's ICR cost to reflect the actual rate. The ICR schedule will be sent to Email: ConsultantRates@wsdot.wa.gov. Failure to supply this information by either the prime CONSULTANT or any of their A&E sub-consultants shall cause the AGENCY to withhold payment of the billed ICR costs until such time as the required information is received and an overhead rate for billing purposes is approved.~~
~~The AGENCY's Project Manager and/or the Federal Government may perform an audit of the CONSULTANT'S books and records at any time during regular business hours to determine the actual ICR rate, if they so desire.~~
3. Direct Non-Salary Costs: Direct Non-Salary Costs will be reimbursed at the Actual Cost to the CONSULTANT. (excluding Meals, which are reimbursed at the per diem rates identified in this section) These charges may include, but are not limited to, the following items: travel, printing, long distance telephone, supplies, computer charges and fees of sub-consultants. Air or train travel will be reimbursed only to economy class levels unless otherwise approved by the AGENCY. The CONSULTANT shall comply with the rules and regulations regarding travel costs (excluding air, train, and rental car costs) in accordance with WSDOT's Accounting Manual M 13-82, Chapter 10 – Travel Rules and Procedures, and revisions thereto. Air, train, and rental car costs shall be reimbursed in accordance with 48 Code of Federal Regulations (CFR) Part 31.205-46 "Travel Costs." The billing for Direct Non-Salary Costs shall include an itemized listing of the charges directly identifiable with the PROJECT. The CONSULTANT shall maintain the original supporting documents in their office. Copies of the original supporting documents shall be supplied to the AGENCY upon request. All above charges must be necessary for the services provided under this AGREEMENT.

Agreement Number:

4. ~~Fixed Fee: The Fixed Fee, which represents the CONSULTANT'S profit, is shown in attached Exhibits "D" and "E" of this AGREEMENT. This fee is based on the Scope of Work defined in this AGREEMENT and the estimated person hours required to perform the stated Scope of Work. In the event the CONSULTANT enters into a supplemental AGREEMENT for additional work, the supplemental AGREEMENT may include provisions for the added costs and an 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 billings. Any portion of the Fixed Fee earned but not previously paid in the progress payments will be covered in the final payment, subject to the provisions of Section IX entitled "Termination of Agreement."~~
5. Management Reserve Fund (MRF): The AGENCY may desire to establish MRF to provide the Agreement Administrator with the flexibility to authorize additional funds to the AGREEMENT for allowable unforeseen costs, or reimbursing the CONSULTANT for additional work beyond that already defined in this AGREEMENT. Such authorization(s) shall be in writing and shall not exceed the lesser of \$100,000 or 10% of the Total Amount Authorized as shown in the heading of this AGREEMENT. The amount included for the MRF is shown in the heading of this AGREEMENT. This fund may not be replenished. Any changes requiring additional costs in excess of the MRF shall be made in accordance with Section XIII, "Extra Work."
6. 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. The Maximum Total Amount Payable is comprised of the Total Amount Authorized, and the MRF. The Maximum Total Amount Payable does not include payment for Extra Work as stipulated in Section XIII, "Extra Work." No minimum amount payable is guaranteed under this AGREEMENT.
- B. ~~Monthly Progress Payments: The CONSULTANT may submit billings to the AGENCY for reimbursement of Actual Costs plus the ICR and calculated fee on a monthly basis during the progress of the work. Such billings shall be in a format approved by the AGENCY and accompanied by the monthly progress reports required under Section III, "General Requirements" of this AGREEMENT. The billings will be supported by an itemized listing for each item including Direct (RAW) Labor, Direct Non-Salary, and allowable ICR Costs to which will be added the prorated Fixed Fee. To provide a means of verifying the billed Direct (RAW) Labor costs for CONSULTANT employees, the AGENCY may conduct employee interviews. These interviews may consist of recording the names, titles, Direct (RAW) Labor rates, and present duties of those employees performing work on the PROJECT at the time of the interview.~~
- 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, if applicable, upon receipt of all PS&E, plans, maps, notes, reports, electronic data 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 for payment, 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.

The payment of any billing will not constitute agreement as to the appropriateness of any item and at the time of final audit; all required adjustments will be made and reflected in a final payment. In the event that such final audit reveals an overpayment to the CONSULTANT, the CONSULTANT will refund such overpayment to the AGENCY within thirty (30) calendar days of notice of the overpayment. Such refund shall not constitute a waiver by the CONSULTANT for any claims relating to the validity of a finding by the AGENCY of overpayment. The CONSULTANT has twenty (20) working days after receipt of the final POST AUDIT to begin the appeal process to the AGENCY for audit findings.

Agreement Number:

D. Inspection of Cost Records: The CONSULTANT and their sub-consultants shall keep available for inspection by representatives of the AGENCY and the United States, for a period of six (6) years after receipt of final payment, the cost records and accounts pertaining to this AGREEMENT and all items related to or bearing upon these records with the following exception: if any litigation, claim or audit arising out of, in connection with, or related to this AGREEMENT is initiated before the expiration of the six (6) year period, the cost records and accounts shall be retained until such litigation, claim, or audit involving the records is completed.

An interim or post audit may be performed on this AGREEMENT. The audit, if any, will be performed by the State Auditor, WSDOT's Internal Audit Office and/or at the request of the AGENCY's Project Manager.

VI. Sub-Contracting

The AGENCY permits subcontracts for those items of SERVICES as shown in Exhibit "A" attached hereto and by this reference made part of this AGREEMENT.

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

Compensation for this sub-consultant SERVICES shall be based on the cost factors shown on Exhibit "E" attached hereto and by this reference made part of this AGREEMENT.

The SERVICES of the sub-consultant shall not exceed its maximum amount payable identified in each sub-consultant cost estimate unless a prior written approval has been issued by the AGENCY.

All reimbursable direct labor, indirect cost rate, direct non-salary costs and fixed fee costs for the sub-consultant shall be negotiated and substantiated in accordance with section V "Payment Provisions" herein and shall be memorialized in a final written acknowledgement between the parties.

All subcontracts shall contain all applicable provisions of this AGREEMENT, and the CONSULTANT shall require each sub-consultant or subcontractor, of any tier, to abide by the terms and conditions of this AGREEMENT. With respect to sub-consultant payment, the CONSULTANT shall comply with all applicable sections of the STATE's Prompt Payment laws as set forth in RCW 39.04.250 and RCW 39.76.011.

The CONSULTANT, sub-recipient, or sub-consultant shall not discriminate on the basis of race, color, national origin, or sex in the performance of this AGREEMENT. The CONSULTANT shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the CONSULTANT to carry out these requirements is a material breach of this AGREEMENT, which may result in the termination of this AGREEMENT or such other remedy as the recipient deems appropriate.

VII. Employment and Organizational Conflict of Interest

The CONSULTANT warrants that they have 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 this 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 arise under any Workmen's

Agreement Number:

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 this AGREEMENT, any professional or technical personnel who are, or have been, at any time during the period of this AGREEMENT, in the employ of the United States Department of Transportation or the AGENCY, except regularly retired employees, without written consent of the public employer of such person if he/she will be working on this AGREEMENT for the CONSULTANT.

VIII. Nondiscrimination

During the performance of this AGREEMENT, the CONSULTANT, for itself, its assignees, sub-consultants, subcontractors and successors in interest, agrees to comply with the following laws and regulations:

- Title VI of the Civil Rights Act of 1964
(42 U.S.C. Chapter 21 Subchapter V § 2000d through 2000d-4a)
- Federal-aid Highway Act of 1973
(23 U.S.C. Chapter 3 § 324)
- Rehabilitation Act of 1973
(29 U.S.C. Chapter 16 Subchapter V § 794)
- Age Discrimination Act of 1975
(42 U.S.C. Chapter 76 § 6101 *et. seq.*)
- Civil Rights Restoration Act of 1987
(Public Law 100-259)
- American with Disabilities Act of 1990
(42 U.S.C. Chapter 126 § 12101 *et. seq.*)
- 23 CFR Part 200
- 49 CFR Part 21
- 49 CFR Part 26
- RCW 49.60.180

In relation to Title VI of the Civil Rights Act of 1964, the CONSULTANT is bound by the provisions of Exhibit "F" attached hereto and by this reference made part of this AGREEMENT, and shall include the attached Exhibit "F" in every sub-contract, including procurement of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto.

IX. Termination of Agreement

The right is reserved by the AGENCY to terminate this AGREEMENT at any time with or without cause upon ten (10) days written notice to the CONSULTANT.

In the event this AGREEMENT is terminated by the AGENCY, other than for default on the part of the CONSULTANT, a final payment shall be made to the CONSULTANT for actual hours charged and any appropriate fixed fee percentage at the time of termination of this AGREEMENT, plus any direct non-salary costs incurred up to the time of termination of this AGREEMENT.

No payment shall be made for any SERVICES completed after ten (10) days following receipt by the CONSULTANT of the notice to terminate. If the accumulated payment made to the CONSULTANT prior to Notice of Termination exceeds the total amount that would be due when computed as set forth in paragraph two (2) of this section, then no final payment shall be due and the CONSULTANT shall immediately reimburse the AGENCY for any excess paid.

If the services of the CONSULTANT are terminated by the AGENCY for default on the part of the CONSULTANT, the above formula for payment shall not apply.

In the event of a termination for default, the amount to be paid to the CONSULTANT shall be determined by the AGENCY with consideration given to the actual costs incurred by the CONSULTANT in performing SERVICES to the date of termination, the amount of SERVICES originally required which was satisfactorily completed to

Agreement Number:

date of termination, whether that SERVICE 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 SERVICES required and the time which may be required to do so, and other factors which affect the value to the AGENCY of the SERVICES 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 paragraph two (2) of this section.

If it is determined for any reason that the CONSULTANT was not in default or that the CONSULTANT's failure to perform is without the CONSULTANT's or its employee's fault or negligence, the termination shall be deemed to be a termination for the convenience of the AGENCY. In such an event, the CONSULTANT would be reimbursed for actual costs and appropriate fixed fee percentage in accordance with the termination for other than default clauses listed previously.

The CONSULTANT shall, within 15 days, notify the AGENCY in writing, in the event of the death of any member, partner, or officer of the CONSULTANT or the death or change of any of the CONSULTANT's supervisory and/or other key personnel assigned to the project or disaffiliation of any principally involved CONSULTANT employee. The CONSULTANT shall also notify the AGENCY, in writing, in the event of the sale or transfer of 50% or more of the beneficial ownership of the CONSULTANT within 15 days of such sale or transfer occurring. The CONSULTANT shall continue to be obligated to complete the SERVICES under the terms of this AGREEMENT unless the AGENCY chooses to terminate this AGREEMENT for convenience or chooses to renegotiate any term(s) of this AGREEMENT. If termination for convenience occurs, final payment will be made to the CONSULTANT as set forth in the second and third paragraphs of this section.

Payment for any part of the SERVICES 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 SERVICES 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 completed work of this AGREEMENT as necessary to correct errors appearing therein, without additional compensation thereof. Should the AGENCY find it desirable for its own purposes to have previously satisfactorily completed SERVICES 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 XIII "Extra Work."

XI. Disputes

Any disputed issue not resolved pursuant to the terms of this AGREEMENT shall be submitted in writing within 10 days 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 judicial review. If the parties to this AGREEMENT mutually agree, disputes concerning alleged design errors will be conducted under the procedures found in Exhibit "J". In the event that either party deem it necessary to institute legal action or proceeding to enforce any right or obligation under this AGREEMENT, this action shall be initiated in the Superior Court of the State of Washington, situated in the county in which the AGENCY is located. The parties hereto agree that all questions shall be resolved by application of Washington law and that the parties 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 in which the AGENCY is located.

Agreement Number:

XII. Legal Relations

The CONSULTANT, any sub-consultants, and the AGENCY shall comply with all Federal, State, and local laws, rules, codes, regulations and all AGENCY policies and directives, applicable to the work to be performed under this AGREEMENT. This AGREEMENT shall be interpreted and construed in accordance with the laws of the State of Washington.

The CONSULTANT shall defend, indemnify, and hold The State of Washington (STATE) and the AGENCY and their officers and employees harmless from all claims, demands, or suits at law or equity arising in whole or in part from the negligence of, or the breach of any obligation under this AGREEMENT by, the CONSULTANT or the CONSULTANT's agents, employees, sub consultants, subcontractors or vendors, of any tier, or any other persons for whom the CONSULTANT may be legally liable; provided that nothing herein shall require a CONSULTANT to defend or indemnify the STATE and the AGENCY and their officers and employees against and hold harmless the STATE and the AGENCY and their officers and employees from claims, demands or suits based solely upon the negligence of, or breach of any obligation under this AGREEMENT by the STATE and the AGENCY, their agents, officers, employees, sub-consultants, subcontractors or vendors, of any tier, or any other persons for whom the STATE and/or the AGENCY may be legally liable; and provided further that if the claims or suits are caused by or result from the concurrent negligence of (a) the CONSULTANT or the CONSULTANT's agents, employees, sub-consultants, subcontractors or vendors, of any tier, or any other persons for whom the CONSULTANT is legally liable, and (b) the STATE and/or AGENCY, their agents, officers, employees, sub-consultants, subcontractors and or vendors, of any tier, or any other persons for whom the STATE and or AGENCY may be legally liable, the defense and indemnity obligation shall be valid and enforceable only to the extent of the CONSULTANT's negligence or the negligence of the CONSULTANT's agents, employees, sub-consultants, subcontractors or vendors, of any tier, or any other persons for whom the CONSULTANT may be legally liable. This provision shall be included in any AGREEMENT between CONSULTANT and any sub-consultant, subcontractor and vendor, of any tier.

The CONSULTANT shall also defend, indemnify, and hold the STATE and the AGENCY and their officers and employees harmless from all claims, demands, or suits at law or equity arising in whole or in part from the alleged patent or copyright infringement or other allegedly improper appropriation or use of trade secrets, patents, proprietary information, know-how, copyright rights or inventions by the CONSULTANT or the CONSULTANT's agents, employees, sub-consultants, subcontractors or vendors, of any tier, or any other persons for whom the CONSULTANT may be legally liable, in performance of the Work under this AGREEMENT or arising out of any use in connection with the AGREEMENT of methods, processes, designs, information or other items furnished or communicated to STATE and/or the AGENCY, their agents, officers and employees pursuant to the AGREEMENT; provided that this indemnity shall not apply to any alleged patent or copyright infringement or other allegedly improper appropriation or use of trade secrets, patents, proprietary information, know-how, copyright rights or inventions resulting from STATE and/or AGENCY's, their agents', officers' and employees' failure to comply with specific written instructions regarding use provided to STATE and/or AGENCY, their agents, officers and employees by the CONSULTANT, its agents, employees, sub-consultants, subcontractors or vendors, of any tier, or any other persons for whom the CONSULTANT may be legally liable.

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

Notwithstanding any determination by the Executive Ethics Board or other tribunal, the AGENCY may, in its sole discretion, by written notice to the CONSULTANT terminate this AGREEMENT if it is found after due notice and examination by the AGENCY that there is a violation of the Ethics in Public Service Act, Chapter 42.52 RCW; or any similar statute involving the CONSULTANT in the procurement of, or performance under, this AGREEMENT.

The CONSULTANT specifically assumes potential liability for actions brought by the CONSULTANT's own employees or its agents against the STATE and /or 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. This waiver has been mutually negotiated between the Parties.

Agreement Number:

Unless otherwise specified in this AGREEMENT, the AGENCY shall be responsible for administration of construction contracts, if any, on the project. Subject to the processing of a new sole source, or 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 this AGREEMENT, or as otherwise required, the following insurance with companies or through sources approved by the State Insurance Commissioner pursuant to Title 48 RCW.

Insurance Coverage

- A. Worker's compensation and employer's liability insurance as required by the STATE.
- B. Commercial general liability insurance written under ISO Form CG 00 01 12 04 or its equivalent with minimum limits of one million dollars (\$1,000,000.00) per occurrence and two million dollars (\$2,000,000.00) in the aggregate for each policy period.
- C. Business auto liability insurance written under ISO Form CG 00 01 10 01 or equivalent providing coverage for any "Auto" (Symbol 1) used in an amount not less than a one million dollar (\$1,000,000.00) combined single limit for each occurrence.

Excepting the Worker's Compensation Insurance and any Professional Liability Insurance, the STATE and AGENCY, their officers, employees, and agents will be named on all policies of CONSULTANT and any sub-consultant and/or subcontractor as an additional insured (the "AIs"), with no restrictions or limitations concerning products and completed operations coverage. This coverage shall be primary coverage and non-contributory and any coverage maintained by the AIs shall be excess over, and shall not contribute with, the additional insured coverage required hereunder. The CONSULTANT's and the sub-consultant's and/or subcontractor's insurer shall waive any and all rights of subrogation against the AIs. 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 fourteen (14) days of the execution of this AGREEMENT to:

Name: W. Andie Greene, PE
Agency: SLR International Corporation
Address: 99 Realty Drive
City: Cheshire State: CT Zip: 06410
Email: agreene@slrconsulting.com
Phone: 203-271-1773
Facsimile: 203-272-9733

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, including that which may arise in reference to section IX "Termination of Agreement" of this AGREEMENT, shall be limited to the accumulative amount of the authorized AGREEMENT amount or one million dollars (\$1,000,000.00), whichever is greater, unless the limit of liability is increased by the AGENCY pursuant to Exhibit H. In no case shall the CONSULTANT's professional liability to third parties be limited in any way.

Agreement Number:

The parties enter into this AGREEMENT for the sole benefit of the parties, and to the exclusion of any third party, and no third party beneficiary is intended or created by the execution of this AGREEMENT.

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

XIII. Extra Work

- A. The AGENCY may at any time, by written order, make changes within the general scope of this 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 SERVICES under this AGREEMENT, whether or not changed by the order, or otherwise affects any other terms and conditions of this 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 this AGREEMENT accordingly.
- C. The CONSULTANT must submit any "request for equitable adjustment," hereafter referred to as "CLAIM," under this clause within thirty (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 CLAIM submitted before final payment of this AGREEMENT.
- D. Failure to agree to any adjustment shall be a dispute under the section XI "Disputes" clause. However, nothing in this clause shall excuse the CONSULTANT from proceeding with the AGREEMENT as changed.
- E. Notwithstanding the terms and conditions 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.

XIV. Endorsement of Plans

If applicable, the CONSULTANT shall place their endorsement on all plans, estimates, or any other engineering data furnished by them.

XV. Federal Review

The Federal Highway Administration shall have the right to participate in the review or examination of the SERVICES in progress.

XVI. Certification of the Consultant and the Agency

Attached hereto as Exhibit "G-1(a and b)" are the Certifications of the CONSULTANT and the AGENCY, Exhibit "G-2" Certification Regarding Debarment, Suspension and Other Responsibility Matters - Primary Covered Transactions, Exhibit "G-3" Certification Regarding the Restrictions of the Use of Federal Funds for Lobbying and Exhibit "G-4" Certificate of Current Cost or Pricing Data. Exhibit "G-3" is required only in AGREEMENT's over one hundred thousand dollars (\$100,000.00) and Exhibit "G-4" is required only in AGREEMENT's over five hundred thousand dollars (\$500,000.00.) These Exhibits must be executed by the CONSULTANT, and submitted with the master AGREEMENT, and returned to the AGENCY at the address listed in section III "General Requirements" prior to its performance of any SERVICES under this AGREEMENT.

Agreement Number:

XVII. Complete Agreement

This document and referenced attachments contain 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 a supplement to this AGREEMENT.

XVIII. 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 AGREEMENT's contained in the proposal, and the supporting material submitted by the CONSULTANT, and does hereby accept this AGREEMENT and agrees to all of the terms and conditions thereof.

XIX. Protection of Confidential Information

The CONSULTANT acknowledges that some of the material and information that may come into its possession or knowledge in connection with this AGREEMENT or its performance may consist of information that is exempt from disclosure to the public or other unauthorized persons under either chapter 42.56 RCW or other local, state or federal statutes ("State's Confidential Information"). The "State's Confidential Information" includes, but is not limited to, names, addresses, Social Security numbers, e-mail addresses, telephone numbers, financial profiles, credit card information, driver's license numbers, medical data, law enforcement records (or any other information identifiable to an individual), STATE and AGENCY source code or object code, STATE and AGENCY security data, non-public Specifications, STATE and AGENCY non-publicly available data, proprietary software, State security data, or information which may jeopardize any part of the project that relates to any of these types of information. The CONSULTANT agrees to hold the State's Confidential Information in strictest confidence and not to make use of the State's Confidential Information for any purpose other than the performance of this AGREEMENT, to release it only to authorized employees, sub-consultants or subcontractors requiring such information for the purposes of carrying out this AGREEMENT, and not to release, divulge, publish, transfer, sell, disclose, or otherwise make it known to any other party without the AGENCY's express written consent or as provided by law. The CONSULTANT agrees to release such information or material only to employees, sub-consultants or subcontractors who have signed a nondisclosure AGREEMENT, the terms of which have been previously approved by the AGENCY. The CONSULTANT agrees to implement physical, electronic, and managerial safeguards to prevent unauthorized access to the State's Confidential Information.

Immediately upon expiration or termination of this AGREEMENT, the CONSULTANT shall, at the AGENCY's option: (i) certify to the AGENCY that the CONSULTANT has destroyed all of the State's Confidential Information; or (ii) returned all of the State's Confidential Information to the AGENCY; or (iii) take whatever other steps the AGENCY requires of the CONSULTANT to protect the State's Confidential Information.

As required under Executive Order 00-03, the CONSULTANT shall maintain a log documenting the following: the State's Confidential Information received in the performance of this AGREEMENT; the purpose(s) for which the State's Confidential Information was received; who received, maintained and used the State's Confidential Information; and the final disposition of the State's Confidential Information. The CONSULTANT's records shall be subject to inspection, review, or audit upon reasonable notice from the AGENCY.

The AGENCY reserves the right to monitor, audit, or investigate the use of the State's Confidential Information collected, used, or acquired by the CONSULTANT through this AGREEMENT. The monitoring, auditing, or investigating may include, but is not limited to, salting databases.

Agreement Number:

Violation of this section by the CONSULTANT or its sub-consultants or subcontractors may result in termination of this AGREEMENT and demand for return of all State's Confidential Information, monetary damages, or penalties.

It is understood and acknowledged that the CONSULTANT may provide the AGENCY with information which is proprietary and/or confidential during the term of this AGREEMENT. The parties agree to maintain the confidentiality of such information during the term of this AGREEMENT and afterwards. All materials containing such proprietary and/or confidential information shall be clearly identified and marked as "Confidential" and shall be returned to the disclosing party at the conclusion of the SERVICES under this AGREEMENT.

The CONSULTANT shall provide the AGENCY with a list of all information and materials it considers confidential and/or proprietary in nature: (a) at the commencement of the term of this AGREEMENT; or (b) as soon as such confidential or proprietary material is developed. "Proprietary and/or confidential information" is not meant to include any information which, at the time of its disclosure: (i) is already known to the other party; (ii) is rightfully disclosed to one of the parties by a third party that is not acting as an agent or representative for the other party; (iii) is independently developed by or for the other party; (iv) is publicly known; or (v) is generally utilized by unaffiliated third parties engaged in the same business or businesses as the CONSULTANT.

The parties also acknowledge that the AGENCY is subject to Washington State and federal public disclosure laws. As such, the AGENCY shall maintain the confidentiality of all such information marked proprietary and/or confidential or otherwise exempt, unless such disclosure is required under applicable state or federal law. If a public disclosure request is made to view materials identified as "Proprietary and/or confidential information" or otherwise exempt information, the AGENCY will notify the CONSULTANT of the request and of the date that such records will be released to the requester unless the CONSULTANT obtains a court order from a court of competent jurisdiction enjoining that disclosure. If the CONSULTANT fails to obtain the court order enjoining disclosure, the AGENCY will release the requested information on the date specified.

The CONSULTANT agrees to notify the sub-consultant of any AGENCY communication regarding disclosure that may include a sub-consultant's proprietary and/or confidential information. The CONSULTANT notification to the sub-consultant will include the date that such records will be released by the AGENCY to the requester and state that unless the sub-consultant obtains a court order from a court of competent jurisdiction enjoining that disclosure the AGENCY will release the requested information. If the CONSULTANT and/or sub-consultant fail to obtain a court order or other judicial relief enjoining the AGENCY by the release date, the CONSULTANT shall waive and release and shall hold harmless and indemnify the AGENCY from all claims of actual or alleged damages, liabilities, or costs associated with the AGENCY's said disclosure of sub-consultants' information.

XX. Records Maintenance

During the progress of the Work and SERVICES provided hereunder and for a period of not less than six (6) years from the date of final payment to the CONSULTANT, the CONSULTANT shall keep, retain and maintain all "documents" pertaining to the SERVICES provided pursuant to this AGREEMENT. Copies of all "documents" pertaining to the SERVICES provided hereunder shall be made available for review at the CONSULTANT's place of business during normal working hours. If any litigation, claim or audit is commenced, the CONSULTANT shall cooperate with AGENCY and assist in the production of all such documents. "Documents" shall be retained until all litigation, claims or audit findings have been resolved even though such litigation, claim or audit continues past the six (6) year retention period.

For purposes of this AGREEMENT, "documents" means every writing or record of every type and description, including electronically stored information ("ESI"), that is in the possession, control, or custody of the CONSULTANT, including, without limitation, any and all correspondences, contracts, AGREEMENT 's, appraisals, plans, designs, data, surveys, maps, spreadsheets, memoranda, stenographic or handwritten notes, reports, records, telegrams, schedules, diaries, notebooks, logbooks, invoices, accounting records, work sheets, charts, notes, drafts, scribblings, recordings, visual displays, photographs, minutes of meetings,

Agreement Number:

tabulations, computations, summaries, inventories, and writings regarding conferences, conversations or telephone conversations, and any and all other taped, recorded, written, printed or typed matters of any kind or description; every copy of the foregoing whether or not the original is in the possession, custody, or control of the CONSULTANT, and every copy of any of the foregoing, whether or not such copy is a copy identical to an original, or whether or not such copy contains any commentary or notation whatsoever that does not appear on the original.

For purposes of this AGREEMENT, "ESI" means any and all computer data or electronic recorded media of any kind, including "Native Files", that are stored in any medium from which it can be retrieved and examined, either directly or after translation into a reasonably useable form. ESI may include information and/or documentation stored in various software programs such as: Email, Outlook, Word, Excel, Access, Publisher, PowerPoint, Adobe Acrobat, SQL databases, or any other software or electronic communication programs or databases that the CONSULTANT may use in the performance of its operations. ESI may be located on network servers, backup tapes, smart phones, thumb drives, CDs, DVDs, floppy disks, work computers, cell phones, laptops or any other electronic device that CONSULTANT uses in the performance of its Work or SERVICES hereunder, including any personal devices used by the CONSULTANT or any sub-consultant at home.

"Native files" are a subset of ESI and refer to the electronic format of the application in which such ESI is normally created, viewed, and /or modified.

The CONSULTANT shall include this section XX "Records Maintenance" in every subcontract it enters into in relation to this AGREEMENT and bind the sub-consultant to its terms, unless expressly agreed to otherwise in writing by the AGENCY prior to the execution of such subcontract.

In witness whereof, the parties hereto have executed this AGREEMENT as of the day and year shown in the "Execution Date" box on page one (1) of this AGREEMENT.

SLR INTERNATIONAL CORPORATION

BY: Peter C. Schwartz
Signature PETER C. SCHWARTZ
CORPORATE SECRETARY

02/12/2024
Date

Signature

Date

Any modification, change, or reformation of this AGREEMENT shall require approval as to form by the Office of the Attorney General.

Agreement Number:

Exhibit A

Scope of Work

Project No.

Agreement Number:

Exhibit B
DBE Participation

Agreement Number:

Exhibit C

Preparation and Delivery of Electronic Engineering and Other Data

In this Exhibit the agency, as applicable, is to provide a description of the format and standards the consultant is to use in preparing electronic files for transmission to the agency. The format and standards to be provided may include, but are not limited to, the following:

I. Surveying, Roadway Design & Plans Preparation Section

A. Survey Data

B. Roadway Design Files

C. Computer Aided Drafting Files

Agreement Number:

D. Specify the Agency's Right to Review Product with the Consultant

E. Specify the Electronic Deliverables to Be Provided to the Agency

F. Specify What Agency Furnished Services and Information Is to Be Provided

Agreement Number:

II. Any Other Electronic Files to Be Provided

III. Methods to Electronically Exchange Data

A. Agency Software Suite

B. Electronic Messaging System

C. File Transfers Format

Exhibit D
Prime Consultant Cost Computations

Agreement Number:

Exhibit E

Sub-consultant Cost Computations

If no sub-consultant participation at this time. The CONSULTANT shall not sub-contract for the performance of any work under this AGREEMENT without prior written permission of the AGENCY. Refer to section VI "Sub-Contracting" of this AGREEMENT.

Agreement Number:

Exhibit F - Title VI Assurances Appendix A & E

APPENDIX A

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, *(Title of Modal Operating Administration)*, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Non-discrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.
[Include Modal Operating Administration specific program requirements.]
3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin. *[Include Modal Operating Administration specific program requirements.]*
4. **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the *(Title of Modal Operating Administration)* to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the Recipient or the *(Title of Modal Operating Administration)*, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a contractor's noncompliance with the Non- discrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the *(Title of Modal Operating Administration)* may determine to be appropriate, including, but not limited to:
 - a. withholding payments to the contractor under the contract until the contractor complies; and/or
 - b. cancelling, terminating, or suspending a contract, in whole or in part.
6. **Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the Recipient or the *(Title of Modal Operating Administration)* may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

Exhibit F - Title VI Assurances Appendix A & E

APPENDIX E

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

Pertinent Non-Discrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

Exhibit G

Certification Documents

- Exhibit G-1(a) Certification of Consultant
- Exhibit G-1(b) Certification of _____
- Exhibit G-2 Certification Regarding Debarment, Suspension and Other Responsibility Matters -
Primary Covered Transactions
- Exhibit G-3 Certification Regarding the Restrictions of the Use of Federal Funds for Lobbying
- Exhibit G-4 Certificate of Current Cost or Pricing Data

Agreement Number:

Exhibit G-1(a) Certification of Consultant

I hereby certify that I am the and duly authorized representative of the firm of SLR INTERNATIONAL CORPORATION
whose address is 99 REALTY DRIVE, CHESHIRE CT. 06410

and that neither the above firm nor I have:

- 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 AGREEMENT;
- b) Agreed, as an express or implied condition for obtaining this contract, to employ or retain the services of any firm or person in connection with carrying out this AGREEMENT; or
- 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 this AGREEMENT; except as hereby expressly stated (if any);

I acknowledge that this certificate is to be furnished to the
and the Federal Highway Administration, U.S. Department of Transportation in connection with this
AGREEMENT involving participation of Federal-aid highway funds, and is subject to applicable State and
Federal laws, both criminal and civil.

SLR INTERNATIONAL CORPORATION

Consultant (Firm Name)

Peter C. Schwarz

Signature (Authorized Official of Consultant)

PETER C. SCHWARZ

CORPORATE SECRETARY

02/12/2024

Date



Agreement Number:

Exhibit G-1(b) Certification of

I hereby certify that I am the:

☒ CORPORATE SECRETARY

☐ Other

of the SLR INTERNATIONAL CORPORATION, and THE CORPORATION, OFFICERS AND DIRECTORS, or its representative has not been required, directly or indirectly as an express or implied condition in connection with obtaining or carrying out this AGREEMENT to:

- a) Employ or retain, or agree to employ to 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 hereby expressly stated (if any):

I acknowledge that this certificate is to be furnished to the and the Federal Highway Administration, U.S. Department of Transportation, in connection with this AGREEMENT involving participation of Federal-aid highway funds, and is subject to applicable State and Federal laws, both criminal and civil.

Peter C. Schwarz
Signature PETER C. SCHWARTZ
CORPORATE SECRETARY

02/12/2024
Date



Agreement Number:

Exhibit G-2 Certification Regarding Debarment, Suspension and Other Responsibility Matters - Primary Covered Transactions

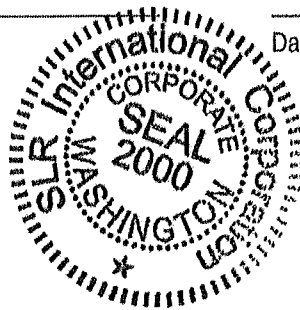
- I. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
- A. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - B. Have not within a three (3) year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State anti-trust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - C. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
 - D. Have not within a three (3) year period preceding this application / proposal had one or more public transactions (Federal, State and local) terminated for cause or default.
- II. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

SLR INTERNATIONAL CORPORATION

Consultant (Firm Name)

Peter C. Schwarz
Signature (Authorized Official of Consultant)
PETER C. SCHWARZ
CORPORATE SECRETARY

02/12/2024
Date



Agreement Number:

Exhibit G-3 Certification Regarding the Restrictions of the Use of Federal Funds for Lobbying

The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or any employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative AGREEMENT, and the extension, continuation, renewal, amendment, or modification of Federal contract, grant, loan or cooperative AGREEMENT.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative AGREEMENT, the undersigned shall complete and submit Standard Form - LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000.00, and not more than \$100,000.00, for each such failure.

The prospective participant also agrees by submitting his or her bid or proposal that he or she shall require that the language of this certification be included in all lower tier sub-contracts, which exceed \$100,000, and that all such sub-recipients shall certify and disclose accordingly.

SLR INTERNATIONAL CORPORATION

Consultant (Firm Name)

Peter C. Schwarz
Signature (Authorized Official of Consultant)

PETER C. SCHWARZ
CORPORATE SECRETARY

02/12/2024
Date



Agreement Number:

Exhibit G-4 Certificate of Current Cost or Pricing Data

This is to certify that, to the best of my knowledge and belief, the cost or pricing data (as defined in section 2.101 of the Federal Acquisition Regulation (FAR) and required under FAR subsection 15.403-4) submitted, either actually or by specific identification in writing, to the Contracting Officer or to the Contracting Officer's representative in support of _____* are accurate, complete, and current as of 02/09/2024 **.

This certification includes the cost or pricing data supporting any advance AGREEMENT's and forward pricing rate AGREEMENT's between the offer or and the Government that are part of the proposal.

Firm: SLR INTERNATIONAL CORPORATION

Peter C. Johnson
Signature

CORPORATE SECRETARY
Title

Date of Execution***: 02/12/2024

*Identify the proposal, quotation, request for pricing adjustment, or other submission involved, giving the appropriate identifying number (e.g. project title.)

**Insert the day, month, and year, when price negotiations were concluded and price AGREEMENT was reached.

***Insert the day, month, and year, of signing, which should be as close as practicable to the date when the price negotiations were concluded and the contract price was agreed to.

Agreement Number:

Exhibit H

Liability Insurance Increase

To Be Used Only If Insurance Requirements Are Increased

The professional liability limit of the CONSULTANT to the AGENCY identified in Section XII, Legal Relations and Insurance of this Agreement is amended to \$

The CONSULTANT shall provide Professional Liability insurance with minimum per occurrence limits in the amount of \$

Such insurance coverage shall be evidenced by one of the following methods:

- Certificate of Insurance.
- Self-insurance through an irrevocable Letter of Credit from a qualified financial institution.

Self-insurance through documentation of a separate fund established exclusively for the payment of professional liability claims, including claim amounts already reserved against the fund, safeguards established for payment from the fund, a copy of the latest annual financial statements, and disclosure of the investment portfolio for those funds.

Should the minimum Professional Liability insurance limit required by the AGENCY as specified above exceed \$1 million per occurrence or the value of the contract, whichever is greater, then justification shall be submitted to the Federal Highway Administration (FHWA) for approval to increase the minimum insurance limit.

If FHWA approval is obtained, the AGENCY may, at its own cost, reimburse the CONSULTANT for the additional professional liability insurance required.

Notes: Cost of added insurance requirements: \$

- Include all costs, fee increase, premiums.
- This cost shall not be billed against an FHWA funded project.
- For final contracts, include this exhibit.

Agreement Number:

Exhibit I

Alleged Consultant Design Error Procedures

The purpose of this exhibit is to establish a procedure to determine if a consultant's alleged design error is of a nature that exceeds the accepted standard of care. In addition, it will establish a uniform method for the resolution and/or cost recovery procedures in those instances where the agency believes it has suffered some material damage due to the alleged error by the consultant.

Step 1 Potential Consultant Design Error(s) is Identified by Agency's Project Manager

At the first indication of potential consultant design error(s), the first step in the process is for the Agency's project manager to notify the Director of Public Works or Agency Engineer regarding the potential design error(s). For federally funded projects, the Region Local Programs Engineer should be informed and involved in these procedures. (Note: The Director of Public Works or Agency Engineer may appoint an agency staff person other than the project manager, who has not been as directly involved in the project, to be responsible for the remaining steps in these procedures.)

Step 2 Project Manager Documents the Alleged Consultant Design Error(s)

After discussion of the alleged design error(s) and the magnitude of the alleged error(s), and with the Director of Public Works or Agency Engineer's concurrence, the project manager obtains more detailed documentation than is normally required on the project. Examples include: all decisions and descriptions of work; photographs, records of labor, materials and equipment.

Step 3 Contact the Consultant Regarding the Alleged Design Error(s)

If it is determined that there is a need to proceed further, the next step in the process is for the project manager to contact the consultant regarding the alleged design error(s) and the magnitude of the alleged error(s). The project manager and other appropriate agency staff should represent the agency and the consultant should be represented by their project manager and any personnel (including sub-consultants) deemed appropriate for the alleged design error(s) issue.

Step 4 Attempt to Resolve Alleged Design Error with Consultant

After the meeting(s) with the consultant have been completed regarding the consultant's alleged design error(s), there are three possible scenarios:

- It is determined via mutual agreement that there is not a consultant design error(s). If this is the case, then the process will not proceed beyond this point.
- It is determined via mutual agreement that a consultant design error(s) occurred. If this is the case, then the Director of Public Works or Agency Engineer, or their representatives, negotiate a settlement with the consultant. The settlement would be paid to the agency or the amount would be reduced from the consultant's agreement with the agency for the services on the project in which the design error took place. The agency is to provide LP, through the Region Local Programs Engineer, a summary of the settlement for review and to make adjustments, if any, as to how the settlement affects federal reimbursements. No further action is required.
- There is not a mutual agreement regarding the alleged consultant design error(s). The consultant may request that the alleged design error(s) issue be forwarded to the Director of Public Works or Agency Engineer for review. If the Director of Public Works or Agency Engineer, after review with their legal counsel, is not able to reach mutual agreement with the consultant, proceed to Step 5.

Agreement Number:

Step 5 Forward Documents to Local Programs

For federally funded projects all available information, including costs, should be forwarded through the Region Local Programs Engineer to LP for their review and consultation with the FHWA. LP will meet with representatives of the agency and the consultant to review the alleged design error(s), and attempt to find a resolution to the issue. If necessary, LP will request assistance from the Attorney General's Office for legal interpretation. LP will also identify how the alleged error(s) affects eligibility of project costs for federal reimbursement.

- If mutual agreement is reached, the agency and consultant adjust the scope of work and costs to reflect the agreed upon resolution. LP, in consultation with FHWA, will identify the amount of federal participation in the agreed upon resolution of the issue.
- If mutual agreement is not reached, the agency and consultant may seek settlement by arbitration or by litigation.

Agreement Number:

Exhibit J

Consultant Claim Procedures

The purpose of this exhibit is to describe a procedure regarding claim(s) on a consultant agreement. The following procedures should only be utilized on consultant claims greater than \$1,000. If the consultant's claim(s) are a total of \$1,000 or less, it would not be cost effective to proceed through the outlined steps. It is suggested that the Director of Public Works or Agency Engineer negotiate a fair and reasonable price for the consultant's claim(s) that total \$1,000 or less.

This exhibit will outline the procedures to be followed by the consultant and the agency to consider a potential claim by the consultant.

Step 1 Consultant Files a Claim with the Agency Project Manager

If the consultant determines that they were requested to perform additional services that were outside of the agreement's scope of work, they may be entitled to a claim. The first step that must be completed is the request for consideration of the claim to the Agency's project manager.

The consultant's claim must outline the following:

- Summation of hours by classification for each firm that is included in the claim;
- Any correspondence that directed the consultant to perform the additional work;
- Timeframe of the additional work that was outside of the project scope;
- Summary of direct labor dollars, overhead costs, profit and reimbursable costs associated with the additional work; and
- Explanation as to why the consultant believes the additional work was outside of the agreement scope of work.

Step 2 Review by Agency Personnel Regarding the Consultant's Claim for Additional Compensation

After the consultant has completed step 1, the next step in the process is to forward the request to the Agency's project manager. The project manager will review the consultant's claim and will meet with the Director of Public Works or Agency Engineer to determine if the Agency agrees with the claim. If the FHWA is participating in the project's funding, forward a copy of the consultant's claim and the Agency's recommendation for federal participation in the claim to the WSDOT Local Programs through the Region Local Programs Engineer. If the claim is not eligible for federal participation, payment will need to be from agency funds.

If the Agency project manager, Director of Public Works or Agency Engineer, WSDOT Local Programs (if applicable), and FHWA (if applicable) agree with the consultant's claim, send a request memo, including backup documentation to the consultant to either supplement the agreement, or create a new agreement for the claim. After the request has been approved, the Agency shall write the supplement and/or new agreement and pay the consultant the amount of the claim. Inform the consultant that the final payment for the agreement is subject to audit. No further action is needed regarding the claim procedures.

If the Agency does not agree with the consultant's claim, proceed to step 3 of the procedures.

Agreement Number:

Step 3 Preparation of Support Documentation Regarding Consultant's Claim(s)

If the Agency does not agree with the consultant's claim, the project manager shall prepare a summary for the Director of Public Works or Agency Engineer that included the following:

- Copy of information supplied by the consultant regarding the claim;
- Agency's summation of hours by classification for each firm that should be included in the claim;
- Any correspondence that directed the consultant to perform the additional work;
- Agency's summary of direct labor dollars, overhead costs, profit and reimbursable costs associated with the additional work;
- Explanation regarding those areas in which the Agency does/does not agree with the consultant's claim(s);
- Explanation to describe what has been instituted to preclude future consultant claim(s); and
- Recommendations to resolve the claim.

Step 4 Director of Public Works or Agency Engineer Reviews Consultant Claim and Agency Documentation

The Director of Public Works or Agency Engineer shall review and administratively approve or disapprove the claim, or portions thereof, which may include getting Agency Council or Commission approval (as appropriate to agency dispute resolution procedures). If the project involves federal participation, obtain concurrence from WSDOT Local Programs and FHWA regarding final settlement of the claim. If the claim is not eligible for federal participation, payment will need to be from agency funds.

Step 5 Informing Consultant of Decision Regarding the Claim

The Director of Public Works or Agency Engineer shall notify (in writing) the consultant of their final decision regarding the consultant's claim(s). Include the final dollar amount of the accepted claim(s) and rationale utilized for the decision.

Step 6 Preparation of Supplement or New Agreement for the Consultant's Claim(s)

The agency shall write the supplement and/or new agreement and pay the consultant the amount of the claim. Inform the consultant that the final payment for the agreement is subject to audit.

NOTE: The Parties hereby agree that, notwithstanding anything in this Agreement to the contrary, nothing in this Exhibit shall be construed to increase Consultant's liability for professional errors or omissions beyond those limits expressed in Section XII hereof.

Agreement Number:



Exhibit A – Scope of Services
Flood Strategy and Investment Plan

City of Chehalis

February 21, 2024

SLR Project No.: U00.19659.000PP

Project Understanding

The City of Chehalis and Port of Chehalis along the Chehalis and Newaukum Rivers have been subject to catastrophic and damaging flooding on multiple occasions in the past, including February 1996, December 2007, January 2009, and January 2022. These rivers have also seen dramatic changes in river channel location and sedimentation resulting in significant geomorphic hazards including bank erosion and loss of channel capacity resulting in exacerbated flooding. Past work by the City and Port to evaluate and address flooding and geomorphic hazards has been hindered by geographic constraints inherent in analyses for just one of these entities. The Port and City wish to take a reach-scale approach to evaluating flood and geomorphic issues and develop a coordinated plan that identifies and prioritizes solutions to current and future problem areas.

SLR International Corporation (SLR) and Watershed Science and Engineering (WSE) as part of the Comprehensive Flood Strategy and Investment Plan (FSIP) will:

1. Create an engagement strategy to bring key stakeholders to the table with the Port and City;
2. Conduct detailed technical evaluations to inform a better understanding of current flood and erosion issues as well as potential future changes;
3. And develop a plan that reinforces shared community goals, provides an integrated vision for the future, and sequences investment priorities to reduce flood impacts, reduce flood and erosion risk, and enhance fish and wildlife habitat throughout the study area.

WSE developed the Chehalis River basin model for the Office of the Chehalis Basin and will be using this model as a basis for the project. The model begins at the at the mouth of the Chehalis River at the Grays Harbor Estuary and proceeds upstream to approximately river mile (RM) 108 near the Mahaffey Creek confluence. The model includes limited upstream modeling of the Chehalis River tributaries. The model boundaries within the project's area of interest (AOI) are presented in Figure 1 attached. We offer the following scope of services and budgetary estimate for this project based on our project understanding.

SCOPE OF SERVICES

SLR proposes the following tasks for this Scope of Services.

Task 1.0 – Project Management, Coordination, and QA/QC

Complete billing, scheduling, quality assurance and control on deliverables, general project coordination or meetings outside of other tasks, and periodic progress meetings with the City of Chehalis throughout the project. This includes the following actions:

- Project kick-off meeting with the City of Chehalis to discuss project goals, expectations, background, receive further project documents or information, disseminate contact information, and set progress meeting dates.

- Up to twenty-eight (28) virtual general project meetings and coordination on progress, scope, schedule, budget items, critical discussions, and interim submission dates.
- General administration and managerial tasks, maintaining financial records, maintaining project records, and typing and submittal preparation.
- Provide quality control and quality assurance (QA/QC) for project deliverables.

Assumptions:

- Kick-off meeting will be virtual for up to 2-hours with the Project Team Leads. City of Chehalis Project Manager will coordinate attendees with the SLR Project Manager.
- General communication between consultant and the City of Chehalis will generally take place via e-mail, virtual meetings, and phone calls. Primary contact between the City of Chehalis and the Project Team will be through the SLR Project Manager.
- Progress meetings shall be virtual between the Project Team and the City of Chehalis project manager on a monthly basis for up to 1-hour. The City of Chehalis Project Manager will coordinate the need for other attendees with the SLR Project Manager. Assumed to be one (1) meeting per month for the twenty-two (22) month project duration, four (4) meetings to coordinate before major formal engagement sessions, and four (4) additional meetings for critical discussions and communication outside of other task meetings or four (4) additional hours of meeting overrun.

Deliverables:

- Monthly invoices and progress reporting summary in PDF format.
- Kick-off meeting minutes in Microsoft Word and PDF format.

Task 2.0 - Data Collection and Assessments

The project consultant team will prepare a Quality Assurance Project Plan (QAPP), collect and review existing data from online, local, state, and federal sources and perform field assessments and a geomorphic analysis. This includes the following actions:

- Prepare a QAPP in accordance with the Washington Department of Ecology guidelines.
- Compile and review existing and historical data from the City of Chehalis and Port of Chehalis, as well as other agencies and entities of interest including the following:
 - Flood mitigation studies, storm water management plans, watershed plans, risk management studies, emergency action or response plans, master plans, flood improvement projects, bridge inspection reports, and as-built or record drawings.
 - Mapping, aerial photography, GIS data, topographic maps, and relevant LiDAR mapping.
 - HEC-RAS, RiverFlow2D, or other relevant models
 - FEMA Flood Insurance Studies
 - FEMA Flood Insurance Rate Maps
 - Repetitive Loss and Severe Repetitive Loss Structures

- The following items have been provided or obtained as part of this scope:
 - GIS data provided by the State and County
 - 2023 Interagency Agreement between the Washington State Recreation and Conservation Office and the City of Chehalis (project # 23-1221)
 - 2017 Dillenbaugh Creek Culvert Assessment - City of Chehalis
 - 2013 Dilly Twig Creek Basin Stormwater Management Plan - Lewis County Flood Control District No. 1
 - 2022 Dilly Twig Creek Downstream Drainage Analysis Memorandum - Lewis County Flood Control District No. 1 and Port of Chehalis
 - 2018 Regional Stormwater Management Plan – Lewis County District No. 1
 - 2021 Comprehensive Flood Hazard Management Plan – Chehalis River Basin Flood Control Zone District
 - 2012 Comprehensive Scheme of Harbor Improvements – Port of Chehalis
- Conduct a preliminary, high-level geomorphic assessment to describe channel forming processes and the history and future potential for channel migration. The assessment will primarily consist of reviewing historical data and available hydraulic modeling to produce qualitative descriptions of geomorphic history and future geomorphic evolution potential for the Chehalis and Newaukum Rivers near their confluence and key tributaries: Dillenbaugh Creek and Dilly Twig Creek.
- Characterize fluvial features affecting flood areas including key cross sections, channel bends, flow constrictions, changes in valley confinement, natural and forced wood recruitment areas, excess sedimentation areas, major bank failures, floodplain encroachments, channel straightening, dredging, channel incision, and aggradation.
- Perform a desktop floodplain impact evaluation under the existing and future conditions on the prioritization sites, critical facilities, local government, communities, critical infrastructure, access, contaminated sites, water quality, and ecology. This will include assessing existing infrastructure, land use, recreation areas, urban growth areas, protected wetlands, historic sites, canopy cover, shoreline, and WDFW fish barrier inventory.
- Assess the current flood management or emergency action plans or the necessity for flood management and emergency action planning.
- Conduct a river corridor and floodplain inspection to identify and verify high risk areas, areas of interest, and known hazard areas. Field inspection of priority areas will be undertaken to investigate natural or anthropogenic influences that may contribute or exacerbate flooding.

Assumptions:

- QAPP review and approval time with the Department of Ecology is assumed to be one (1) to three (3) months. Limited project activities are allowed to take place until approval has been received.
- Data gathering will be based on the prioritization areas identified by the City and Port of Chehalis. Data gathered is anticipated to include critical sites and facilities (i.e. hospitals, schools, government buildings, treatment facilities), high risk locations such as potential

or known contamination sites, known areas of deficiency such as fish barriers or relevant projects, and areas with access concerns during flooding.

- Historic data is assumed to include aerial imagery, past project history, natural disturbances, flood history, and local knowledge.
- Pertinent information and existing data to be provided by the City of Chehalis and project partners will be made available prior to the project kick-off meeting.
- Task includes up to two (2) 8-hour in field meetings with the City of Chehalis, project partners, private property owners, or other stakeholders within the prioritization area attended by up to two (2) SLR and two (2) WSE personnel.
- Task includes up to 8-hours of in field work by up to two (2) SLR and/or two (2) WSE personnel.

Deliverables:

- Draft and final QAPP in PDF format.
- Site investigation and assessment summaries to be provided in the FSIP.

Task 3.0 – Landowner and Community Engagement

This task includes preparation for, attendance at, and summary of community engagement meetings.

Task 3.1 – Landowner and Community Engagement Strategy Plan

SLR will develop a Public Engagement Plan (PEP) that documents goals, content and schedule for proposed Project Advisory Committee and community engagement events. The PEP will describe digital outreach timing and methods. At project completion, the PEP will be appended to the final report, and include meeting/event presentation materials and summaries. The PEP will detail the outreach approach proposed in the approved scope and fee for the project.

SLR's PEP would:

- Describe the objectives, methods and expectations for Project Advisory Committee and workshop structure, including timeline, communication channels (social media, project website, digital survey), information sharing and dissemination protocols.
- Identify anticipated virtual and in-person meeting venues/locations arranged to maximize inclusivity.
- Describe the management structure, roles and responsibilities for SLR, the City and Port of Chehalis and the Project Advisory Committee vis/vis the community engagement and outreach process.
- Establish the Project Advisory Committee members in consultation with the City and Port of Chehalis. The Project Advisory Committee is intended to include engagement with State, County, downstream municipalities, Special Service Districts, Service Providers, Tribes, and other agencies with interest.
- Describe goals (desired outcome) for each meeting.

Assumptions:

- SLR will prepare meeting announcements.

- At the request of the City and Port of Chehalis, the PEP can be amended to adjust the engagement approach (number or types of meetings) within the limits of the scope of work. Additional meetings, or significant adjustments to the PEP may require fee adjustment.
- Task assumes one (1) virtual Project Advisory Committee kick-off meeting with up to two (2) SLR and two (2) WSE personnel in attendance.

Deliverables:

- Draft Public Engagement Plan in Microsoft Word format.
- Final Public Engagement Plan in will be incorporated into the FSIP.

Task 3.2 – Outreach and Project Progress Engagement

Once the PEP has been established, SLR will provide the following actions for Outreach and Project Progress Engagement:

- Prepare, launch, and maintain digital engagement (via ESRI StoryMap) through the EZview website. The Project's on-line presence will include a timeline that tracks progress; date/time, location, agendas and presentation materials for and summaries of engagement meetings. The StoryMap would also host project related announcements, planning information, and mapping.
- Draft, launch, and summarize an on-line survey to understand community priorities and preferences regarding flood management strategies and projects.

Assumptions:

- SLR will prepare the on-line survey questions and meeting announcements.
- The City of Chehalis will circulate and post meeting notices and instructions for accessing the on-line survey.

Deliverables:

- Draft and final project survey content.
- Documents related to PEP activities will be incorporated in the FSIP and posted to the EZview website.

Task 3.3 – Community Engagement Workshops

SLR will provide the following actions for the Community Engagement Workshops:

- Prepare materials for, present and summarize up to two (2) in-person community Workshops. These Workshop will engage the public and promote participation and feedback from the community on the project.

Assumptions:

- SLR will prepare the meeting announcements.
- Task assumes two (2) in-person community engagement workshops with up to three (3) SLR and two (2) WSE personnel in attendance.

Deliverables:

- Documents related to PEP activities (meeting agendas, presentations, summaries) will be incorporated in the FSIP and posted to the EZview website.

Task 4.0 – Hydrology and Hydraulics

WSE will complete a hydrologic and hydraulic (H&H) analysis to characterize H&H influences on flooding within the geographic planning area and to communicate this information to inform broader community understanding of flooding, bank erosion, sedimentation, and channel movement.

Task 4.1 – Hydrology

The hydrology task includes the following actions:

- WSE will obtain, review and adapt existing hydrologic data for the project area. This includes USGS gage data for the Newaukum and Chehalis Rivers, DHSVM hydrologic modeling for the basin (WSE, 2022) and available HEC-HMS modeling previously prepared by Gibbs and Olsen for the Port of Chehalis.
- WSE will estimate peak flows for the Chehalis and Newaukum Rivers using available USGS streamflow data and available hydrologic modeling. WSE will also run the USGS Streamstats program to estimate peak flow frequencies for the Dillenbaugh and Dilly Twig Creeks and other study streams.
- Projected future flows will be represented by applying scalars (multipliers) to the existing condition hydrologic data.

Assumptions:

- Projected future changes in peak flows will be estimated using data developed by the Office of the Chehalis Basin (WSE, 2022).

Deliverables:

- Hydrologic data will be summarized as a section in the Hydrology and Hydraulics report section of the FSIP.

Task 4.2 - Hydraulics

The hydraulics task includes the following actions:

- WSE will develop a hydraulic model or models of the project area including the Chehalis and Newaukum rivers, Dillenbaugh Creek, Dilly Twig Creek, and other hydraulic features as needed to inform broader community understanding of area hydrology and hydraulics, with particular emphasis on flood events.
- WSE will conduct field investigations of Dillenbaugh and Dilly Twig creeks as well as other rivers, streams, and hydraulic features that are likely to be included in the hydraulic model(s).
- Modeling and analysis will include existing and projected future conditions hydrology. The model will encompass the project area and extend far enough to evaluate potential upstream and downstream impacts of any project proposals. The hydraulic model will be used to evaluate and refine project proposals and demonstrate potential benefits and

impacts. Model runs will be made, at a minimum, for the 2-, 10-, and 100-year flows for existing and projected future hydrologic conditions.

Assumptions:

- The hydraulic model will be developed by adapting the RiverFlow2D model currently being used by the Office of the Chehalis Basin for basin wide flood damage reduction studies, or by developing a HEC-RAS 2D hydraulic model specifically for this study area using information contained in the RiverFlow2D model and other available models.
- HEC-RAS models of Dillenbaugh and Dilly Twig Creeks previously developed for the Port by Gibbs and Olsen will be provided to WSE in digital format and can be incorporated into the existing WSE model.

Deliverables:

- Final hydraulic model in RiverFlow2D or HEC-RAS format.

Task 4.3 – Reporting and Presentation

The reporting and presentation task will include the following:

- The hydrologic and hydraulic analyses will be summarized in a study report describing the purpose, methods, assumptions, results, and considerations for use of the H&H analyses.
- WSE will also prepare a PowerPoint presentation to highlight key findings and benefits and impacts of possible flood reduction alternatives. The presentation will include depictions of water levels, flood depths and flow velocities for different alternatives across the range of flows investigated.

Assumptions:

- The draft and final Hydrologic and Hydraulic report will be included and submitted as part of the draft FSIP.
- The presentation will be incorporated into the FSIP as part of landowner and community engagement.

Deliverables:

- Draft Hydrologic and Hydraulic in Word and PDF format as part of the draft FSIP.
- Final Hydrologic and Hydraulic in Word and PDF format as part of the final FSIP.

Task 5.0 – Flood Strategy and Investment Plan (FSIP)

The Flood Strategy and Investment Plan will summarize engagement efforts, meetings, draft comments which align with the goals of reducing flood risk and maximizing project feasibility and benefit. The final Plan will summarize the prioritized projects and provide an investment plan anticipated to include objectives which will reduce flood risk and/or provide flood management, erosion risk, habitat improvement, water quality improvements, regulatory permitting feasibility, project constructability, cost, maintenance, and climate change and resilience.

Task 5.1 – Draft FSIP

The preliminary FSIP will summarize the initial investigation, outreach efforts, and actions for flood risk reduction and management. The preliminary FSIP will include:

- A historical summary of the Chehalis and Newaukum Rivers known floods, major anthropogenic and natural changes made up to existing conditions, and the historic conditions hydrology and hydraulics.
- Summary of the existing conditions hydrology and hydraulics, high risk areas, areas of interest, and the data collection and assessment findings.
- Inclusion of the PEP and the engagement efforts with the public and advisory group thus far. Summarize the goals and priorities as determined by the City and Port of Chehalis along with the community and advisory input.
- A summary of the proposed climate change hydrology and future conditions baseline assumptions.
- An outline of the proposed flood reduction and management alternatives will be presented with preliminary feasibility of each action based on a benefit cost analysis and climate resiliency.

Assumptions:

- Attend a virtual review meeting with the City of Chehalis and project partners for up to two (2) hours with up to four (4) SLR personnel and two (2) WSE personnel.

Deliverables:

- Draft FSIP in Microsoft Word and PDF format.

Task 5.2 – Draft Final FSIP

The draft final FSIP will include the elements of the draft FSIP refined based on comments and engagement efforts as well as the following:

- Prioritized and preferred projects will be confirmed. The investment plan will be finalized to show potential project costs for near and future implementation, assessing current and projected funding availability, and a cost-benefit analysis that will determine long-term cost saving measures or return on investments.
- Permitting of the proposed projects will be outlined with projected time for approval and coordination agencies.
- Grant opportunities and resources will be outlined along with a timeframe projection on reasonable implementation.

- A culmination of the public and advisory engagement efforts will be summarized and included as part of the draft final Plan.

Assumptions:

- Attend a virtual review meeting with the City of Chehalis and project partners for up to two (2) hours with up to four (4) SLR personnel.

Deliverables:

- Draft final FSIP in Microsoft Word and PDF format.

Task 5.3 – Final FSIP

The final FSIP will include the elements of the draft final FSIP refined based on comments and final engagement efforts.

Assumptions:

- Engagement efforts will be completed prior to the final FSIP development.

Deliverables:

- Final FSIP in PDF format.

EXCLUSIONS/LIMITATIONS

Please note that the following services are not included in this proposal:

- 1 Field survey of topography or site features
- 2 Archaeology and cultural resources assessment
- 3 Water quality or sediment sampling
- 4 Site design assistance/development
- 5 Environmental studies or testing
- 6 Regulatory permitting
- 7 Design or engineering of proposed flood mitigation or management strategies
- 8 Construction phase services
- 9 Three-dimensional modeling or photorealistic renderings of the final project alternatives (Add on service)
- 10 Community Council Engagement (Add on service)

Should the above items or any additional services be required, they can be included and negotiated for additional fee.

City Responsibilities

The following are the assumed responsibilities of the City of Chehalis as part of the scope of work:

1. The City of Chehalis will coordinate with the SLR Project Manager to develop engagement and communication strategies to maximize meeting attendance and feedback.
2. The City of Chehalis will coordinate with the SLR Project Manager to establish the Project Advisory Committee.
3. The City of Chehalis will arrange for and secure ADA accessible venues for in-person engagement meetings and workshops and ensure proper circulation and posting of meeting notices.

Additional Complementary Services

The following add on task can be included in the scope of work for additional fee.

Add on Task 3.0 for Community Council Engagement

SLR can add Community Council (stakeholder and key landowner) engagement to as part of task 3.0 – Landowner and Community and Engagement and appropriate sub tasks. This additional service will include:

- Describing the objectives, methods and expectations for Community Council (Stakeholder) engagement.
- Identifying the Community Council members (key stakeholders) in consultation with the City and Port of Chehalis, and the Project Advisory Committee. The Community Council will represent diverse perspectives and community interests.
- Preparing materials for, present and summarize in-person or virtual Community Council meetings. These meetings will engage with key landowners and stakeholders to identify their concerns and understand viability for projects within landowner and stakeholder property.
- Assumes the City of Chehalis will coordinate with the SLR Project Manager to establish the Community Council members.
- Assumes the City of Chehalis will arrange for and secure ADA accessible venues for in-person Community Council meetings.
- Documents related to PEP activities (meeting agendas, presentations, summaries) will be incorporated in the FSIP and posted to the EZview website.
- Fee will vary based on the number, duration, and communication method (in-person/virtual) of engagement.

Add on Task 3.1 – Landowner and Community Engagement Strategy Plan

SLR can alternatively attend and prepare for an in-person Project Advisory Committee kick-off meeting in lieu of a virtual meeting.

- Fee to be determined based on location and additional content.

Add on Task 3.2 – Outreach and Project Progress Engagement

SLR task can provide additional Project Advisory Committee in-person or virtual meetings which would include the following:

- Prepare materials for, present and summarize virtual meetings with the Project Advisory Committee to gather feedback on proposed project feasibility, permitting requirements, timelines and grant/funding opportunities.
- Documents related to PEP activities (meeting agendas, presentations, summaries) will be incorporated in the FSIP and posted to the EZview website.
- Fee will vary based on the number and duration of additional events.

Add on Task 3.3 - Community Engagement Workshops

In the event the City of Chehalis would like additional community awareness and engagement, SLR can include the following to Subtask 3.3 – Community Engagement Workshops:

- Prepare materials and attend preplanned community event(s) to advertise and promote project awareness.
- Coordinate, announce, plan, prepare materials and summaries, and attend a third in-person community Workshop to review the draft final Investment Plan. These Workshop will engage the public and promote participation and feedback from the community on the project.
- Documents related to PEP activities (meeting agendas, presentations, summaries) will be incorporated in the FSIP and posted to the EZview website.
- Fee will vary based on the number and duration of additional events.

Add on Task 5.3 – Final FSIP

In addition to the final FSIP document, SLR can prepare a simulated proposed site condition rendering. This would include:

- Conducting a site visit to take photographs, utilizing City of Chehalis supplied photographs, or using drone photographs to prepare static photo realistic simulations (photo-sim) for locations where site improvements are proposed.
- Fee to be determined based on location and content.

Exhibit E - Sub-consultant Cost Computations
Chehalis FSIP

Professional Service		Senior Professional	Senior Geomorph	Staff Engineer	Junior Engineer	Admin	Task Cost
Hourly Rates		\$250.00	\$190.00	\$155.00	\$120.00	\$100.00	
Task Number and Title							
1	Project Management, Coordination, & QA/QC	16	0	0	0	10	\$ 5,000.00
2	Data Collection and Assessments	10	40	18	8	0	\$ 13,850.00
3	Landowner and Community Engagement	8	0	14	0	0	\$ 4,170.00
3.1	Landowner and Community Engagement Strategy Plan	2	0	2	0	0	\$ 810.00
3.2	Outreach and Project Progress Engagement	0	0	0	0	0	\$ -
3.3	Community Engagement Workshops	6	0	12	0	0	\$ 3,360.00
4	Task 4.0 HYDROLOGY AND HYDRAULICS (H&H)	32	4	224	200	4	\$ 67,880.00
4.1	Hydrology	8	0	24	20	0	\$ 8,120.00
4.2	Hydraulic Modeling	8	4	160	160	0	\$ 46,760.00
4.3	Reporting and Presentation	16	0	40	20	4	\$ 13,000.00
5	Task 5.0 FLOOD STRATEGY AND INVESTMENT PLAN	10	0	36	0	0	\$ 3,080.00
5.1	Draft FSIP	4	0	16	0	0	\$ 3,480.00
5.2	Draft Final FSIP	4	0	12	0	0	\$ 2,860.00
5.3	Final FSIP	2	0	8	0	0	\$ 1,740.00
Total WSE Labor Cost							\$98,980.00
Proposed WSE Expenses							\$ 723.60
Total Sub-consultant Cost							\$99,703.60

Notes: Hourly rates are subject to annual escalation beginning January of each year.

Exhibit D - Prime Consultant Cost Computations

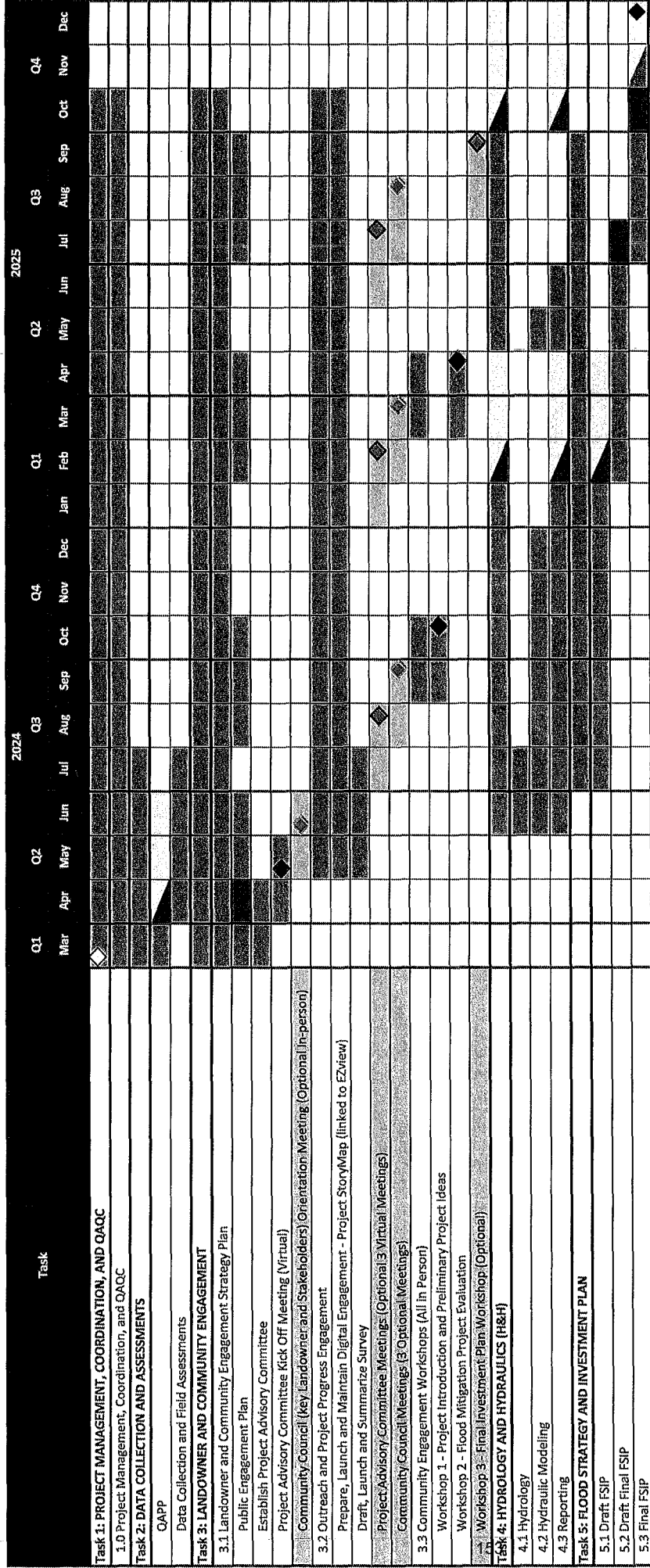
Chehalis FSIP

Professional Service		Senior Principal		Principal		Senior		Associate		Project		Staff		Administrative		Task Cost
Hourly Rates		\$		\$		\$		\$		\$		\$		\$		
Task Number and Title																
1	Project Management, Coordination, & QA/QC	16		14		138		0		0		0		24		\$ 21,225.00
2	Data Collection and Assessments	0		0		52		40		48		24		0		\$ 31,260.00
3	Landowner and Community Engagement	22		2		128		0		38		16		0		\$ 52,720.00
3.1	Landowner and Community Engagement Strategy Plan	10		2		28		0		14		0		0		\$ 11,940.00
3.2	Outreach and Project Progress Engagement	12		0		52		0		42		0		0		\$ 22,140.00
3.3	Community Engagement Workshops	0		0		48		0		32		16		0		\$ 18,640.00
4	Hydrology & Hydraulics	0		0		0		0		0		0		0		\$ -
5	Flood Strategy and Investment Plan	14		26		182		80		100		0		24		\$ 80,550.00
5.1	Draft FSIP	8		16		94		56		68		0		8		\$ 50,750.00
5.2	Draft Final FSIP	4		6		54		16		16		0		8		\$ 21,460.00
5.3	Final FSIP	2		4		34		8		16		0		8		\$ 14,340.00
Total SLR Labor Cost																\$ 211,755.00
Subconsultant (WSE) Cost*																\$ 98,980.00
Total Proposed Expenses																\$ 4,900.00
Contingency/Management Reserve																\$ 26,205.00
Total Project Cost																\$ 341,840.00

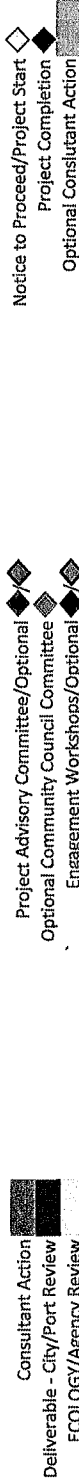
Notes: Hourly rates are subject to annual escalation beginning January of each year.

* Sub-consultant (WSE) Cost Computations are included in Exhibit E.

Chehalis FSIP



Notes: The schedule is based on the assumption the notice to proceed will be given in March 2024, duration of Department of Ecology review process is assumed to take up to 3 months but could vary (typically 1-3 months), City and Port reviews are assumed 2-4 weeks, and no major deviations are made to the scope of work.



**CHEHALIS CITY COUNCIL MEETING
AGENDA REPORT**

TO: The Honorable Mayor and City Council

FROM: Jill Anderson, City Manager

BY: Justin Phelps, Wastewater Superintendent

MEETING OF: February 26, 2024

SUBJECT: Wastewater Equalization Basin Intertie Project – Update and Request to Proceed

ISSUE

The Equalization Basin Intertie Project has been endorsed within the Capital Improvement Program, designated to receive funding from the Wastewater’s Capital Fund Budget (414). Initially, \$250,000 was earmarked for the project, based on the original cost estimate of \$151,075 in May 2022. However, the current estimate is \$424,144. Prior to initiating the formal bidding process, the City Council is being asked to confirm its support prior to advancing the project to prevent any unnecessary expenditure of time and resources without your approval.

DISCUSSION

The City Council is being asked to confirm its support for before proceeding with the bidding process for the Equalization Basin Intertie Project. This project holds significant importance for the city's infrastructure and the maintenance of our wastewater treatment system.

The Equalization Basin Intertie Project aims to address critical issues within our wastewater treatment system, specifically targeting the limitation of treatment violations. These violations not only pose environmental risks but also carry legal ramifications for our city. By implementing this project, we can effectively mitigate the number of violations and ensure compliance with regulatory standards, safeguarding both public health and the environment.

Typically, such proposals would undergo review and discussion within the budget committee. However, due to the pressing time constraints associated with equipment lead times and the urgency of completing this project in a timely manner, an expedited approach is deemed necessary.

It is crucial to note that the cost estimation for this project has evolved since its inception. Initially estimated at \$151,075 in May 2022, the current estimation stands at \$424,144. While

\$250,000 was allocated in this year's budget for the project, the remainder of the funds will need to be reallocated from the I & I (Infiltration and Inflow) rehabilitation project.

Given the importance and urgency of this matter, I respectfully request the council's approval to proceed with the bidding process for the Equalization Basin Intertie Project. Your support will enable us to expedite the necessary actions to safeguard our city's wastewater treatment infrastructure and ensure compliance with regulatory standards.

FISCAL IMPACT

The project had an initial allocation of \$250,000 in this year's budget, the remainder of the funds will need to be reallocated from the I & I (Infiltration and Inflow) rehabilitation projects, which are also funded by Wastewater resources. No additional dollars will be needed from the Wastewater Fund. If the project advances, a budget amendment will be needed to reflect the proposed changes and the construction contract will be presented for City Council approval at the conclusion of the bidding process.

RECOMMENDATION/

I recommend that the City Council approve proceeding with the bidding process for the Equalization Basin Intertie Project.

SUGGESTED MOTION

I move the City Council to approve the Equalization Basin Intertie Project to go out to formal bid.