



# McCleary City Council Agenda

**January 13th, 2016- 7:00 PM**

**Flag Salute**

**Roll Call:** \_\_\_ Pos. 1- Orffer, \_\_\_ Pos. 2- Vessey, \_\_\_ Pos. 3- Peterson, \_\_\_ Pos. 4- Blankenship, \_\_\_ Pos. 5- Ator

**Public Hearings**

**Public Comment**

**Executive Session**

<b>Minutes</b>	<b>Tab A</b> Approval	Introduction	<b>X</b>	Action	<b>X</b>
<b>Mayor Comments</b>					

<b>Staff Reports</b>	<b>Tab B</b> Dan Glenn				
	<b>Tab C</b> Todd Baun				
	<b>Tab D</b> Staff Reports				

<b>Old Business</b>	<b>Tab E</b> Chehalis Tribal Jail Contract	Introduction		Action	<b>X</b>
	<b>Tab F</b> 3rd Street Water Line-Contact and Scope	Introduction		Action	<b>X</b>

<b>New Business</b>	<b>Tab G</b> Finance Committee Meeting Dates	Introduction	<b>X</b>	Action	<b>X</b>
	<b>Tab H</b> GHCOG Representative Appoint.	Introduction	<b>X</b>	Action	<b>X</b>
	<b>Tab I</b> Permissive Use Permit- Vessey	Introduction	<b>X</b>	Action	<b>X</b>
	<b>Tab J</b> City Mission, Vision, Goals	Introduction	<b>X</b>	Action	
	<b>Tab K</b> Electrical Rate Study Proposals	Introduction	<b>X</b>	Action	

**Ordinances**

<b>Resolutions</b>	<b>Tab L</b> Stormwater rate for 2016	Introduction	<b>X</b>	Action	<b>X</b>
<b>Approval of Vouchers</b>		Introduction	<b>X</b>	Action	<b>X</b>

**Mayor Council Comments**

**Public Comments**

**Executive Session**

**Adjournment or Recess Meeting**

**Please turn off Cell Phones- Thank you**

Americans with Disabilities Act (ADA) Accommodation is Provided Upon Request

The City of McCleary is an equal opportunity provider and employer.

La ciudad de McCleary es un proveedor de igualdad de oportunidades y el empleador

**CITY OF MCCLEARY**  
**Regular City Council Meeting**  
**Wednesday, December 9, 2015**

ROLL CALL AND FLAG SALUTE	Councilmember's Reed, Ator, Orffer, and Peterson were in attendance.
ABSENT	None.
STAFF PRESENT	Present at the meeting were Todd Baun, Wendy Collins, George Crumb, Paul Nott, Scott Snyder and Dan Glenn.
PUBLIC HEARING	Mayor Pro Tem Schiller opened the public hearing at 7:03 pm on the final proposed budget. Councilmember's Ator and Orffer addressed the 4% fee on operating and maintenance that has been stated by Dan Glenn can be charged on utilities. Mayor Schiller asked Todd Baun to contact AWC about the 4% fee. The city cannot assess the fee on a utility that has a bond. Two utilities out of the city's three do not have a bond. Councilmember Ator asked if the City has to use all 4% and Dan Glenn did not think so. The Council would set this up as a long-term process for years to come. No other known cities are doing this. The public hearing ended at 7:30 pm.
EXECUTIVE SESSION	<b>It was moved by Mayor Schiller to go into executive session for 30 minutes or less starting at 7:31pm, per RCW 42.30.110 (g) and RCW 42.30.140 (4).</b> The executive session ended at 8:01 pm.
PUBLIC COMMENT	
MINUTES APPROVED	<b>It was moved by Councilmember Orffer, seconded by Councilmember Ator to approve the December 2, 2015 minutes. Motion Carried 4-0.</b>
CITY ATTORNEY REPORT	Dan Glenn provided a written report for the Council and is available, if they have any questions.
MAYOR'S COMMENTS	None.
DIRECTOR OF PUBLIC WORKS REPORT	Todd Baun provided a written report for the Council and is available, if they have any questions.
BUILDING OFFICIAL CONTRACT	Tabled.
POLE ATTACHMENT FEES	Tabled.
3RD STREET WATER LINE-CONTACT AND SCOPE	Tabled.
PURCHASE OF SHORING AND STEEL ROAD PLATES	<b>It was moved by Councilmember Reed, seconded by Councilmember Peterson to authorize the Mayor to sign the purchase order with United Rental for \$8,800.80 plus tax for trench shoring and steel road plates. Motion Carried 4-0.</b>
COUNCIL POSITION #4 APPOINTMENT	Four residents submitted letters of interest in the council vacancy. Interested were Ben Blankenship, Joy Iverson, Doug Krikava and Christopher Miller. Mayor Schiller asked each candidate to speak to why they believe they would be the best person to service on the City Council.  <b>It was moved by Councilmember Ator, seconded by Councilmember Peterson to appoint Ben Blankenship to position #4 on the City Council. Roll call taken in the affirmative 4-0.</b>
STORM WATER RATE FOR 2016	Tabled.
APPROVAL OF VOUCHERS	None.

MEETING ADJOURNED

**It was moved by Councilmember Ator, seconded by Councilmember Reed to recess the meeting at 8:24 pm. The next meeting will be Sunday, December 13, 2015 at 10:00 am. Motion Carried 5-0.**

*Approved by Mayor Brent Schiller and Clerk-Treasurer Wendy Collins.*

**MEMORANDUM**

TO: MAYOR AND CITY COUNCIL, City of McCleary  
FROM: DANIEL O. GLENN, City Attorney  
DATE: January 8, 2016  
RE: LEGAL ACTIVITIES as of JANUARY 12, 2016

THIS DOCUMENT is prepared by the City Attorney for utilization by the City of McCleary and its elected officials and is subject to the attorney-client privileges to the extent not inconsistent with laws relating to public disclosure.

1. **CHEHALIS TRIBAL CORRECTIONAL SERVICES AGREEMENT:**  
You have previously been provided this draft agreement. It comes out of a number of factors, including that too often the GHC Jail rejects individuals that cities desire to have booked in as a result of being "overloaded." Also, the economic factor that it will cost the City about \$15.00 less per day to have an individual held. A potential disadvantage which will have to be handled by the Police Department is, if a person is in custody at their jail and needs to be taken to Court, the Department will have to transport the individual to Montesano unless we can come up with an electronic means to achieve court attendance.

In any event as you are aware, I requested that it be held over pending a variety of matters. On December 8<sup>th</sup> I received an email from Ms. DeLaMater of the Chehalis Tribal Correctional Services Division. She indicated the Tribal Management Committee had approved a contract under which the Tribe would provide jail services for the City. Basically, the terms are as follows:

- A. The daily rate is \$50.00 and the booking charge is \$20.00.
- B. It is a one-year agreement which is subject to termination by either party upon the giving of 30 days' notice.
- C. Given the Tribe's sovereign immunity right, they have agreed to waive that to the extent they have a duty to hold

the City harmless from claims/damages arising from negligent actions. The City would have the same duty.

D. Dispute resolution involves mediation and arbitration. However, they have also agreed to waive the immunity so as to have enforcement jurisdiction in federal court.

E. The Tribe will provide "basic medical care" as part of the contract. Any medical care outside of that scope will be the responsibility of the City. That is basically the same as the County's provision. However, it is my understanding from the discussions that the Tribal agencies provides a number of other related services not provided by the County. That will need to be confirmed.

So long as the six of you and Chief Crumb have reviewed it and are satisfied with the terms, I would recommend the Mayor be authorized to sign the agreement.

2. DEVELOPMENT AGREEMENT ORDINANCE DRAFT: In November I provided to Todd, Paul and Wendy a draft ordinance relating to authorizing the City, through action of the Council, to enter into development agreements with developers. As mentioned in that report, the benefit to the developer is certainty as to zoning, etc., if the development project is going to take time. The benefit to the City is to attract development, especially if the Halo Steel and associated projects ever come to fruition.

If they have completed their review, I would recommend the appropriate committee of the Council or the Council as a whole take a look at it. If you would like some greater detail on the rationales, etc., I can provide that to you.

3. STORMWATER UTILITY RATE CHANGE: Pursuant to Todd's request, I have prepared a draft resolution which would set new base rates for the stormwater utility service. As you are aware, the City has assumed responsibility for maintaining certain stormwater ponds associated with developments. Pursuant to a request from Todd, I have prepared two versions.

"A" version: This changes the initial figures, but then utilizes the prior method of an annual adjustment based upon a CPI calculation. The obvious result is a lesser increase per year for 2017 and thereafter.

"B" version: This version was requested by Todd so as to incorporate the rate change recommendations contained within the Capital Improvement Plan report done by the consultant back in 2012. Basically, for several years, the base rate will

increase by \$1.00 per year and the charge for the space over 3,000 square feet would increase by a fixed amount. As was true in 2012 when the existing resolution was adopted and in Version "A", when we pass into 2021, in the absence of action by the then serving Council, the new "base" rate for 2021 would be subject to adjustment on an annual basis associated with a CPI approach in our current resolution and in Version "A".

Mr. Baun will provide you additional information in relation to the mathematical basis for the suggested changes.

4. **MOBILITIE CELLULAR INTEREST:** As you will remember, last year the City granted a franchise to a company which expressed an interest in providing certain communication services. Well, now the City, along Elma and likely other cities in the County, has received a similar expression of interest from Mobilitie. Based upon my research, it appears to be a subsidiary of a relatively large provider of these various services which is based in California. Through the membership in the Association of Municipal Attorneys, it became clear that they were putting out "feelers" not only in Grays Harbor County, but also many other counties in western Washington.

The desire was to gather information for both "sides" as efficiently as possible. Thus, through the organizational efforts of Ms. Zana, a counsel in Mr. Snyder's office who apparently works in this area, a meeting has been organized to allow a representative of the Company to meet in one gathering with attorneys representing something around 15 cities. I will be attending that meeting which is being held in Seattle on the Friday before this meeting. I will update you on the information I gather as a result of this meeting.

5. **APPOINTMENTS:** In recognition that you have only recently elected the mayor pro tem and updated committee assignments, what follows may be moot. However, from a procedural standpoint given the historical pattern of taking action at an early meeting in the calendar year I would recommend that you consider reaffirming actions as follows.

**A. Council Committees:** The designations are made by the Council. Historically they pretty much have been made based upon expressions of interest. The statutes involved, including RCW 35A.12.120 & .190, as well as RCW 35A.11.020, make it clear the Council has discretion in making the appointments, the number of committees to have, etc. As noted, given the action towards the end of 2015 there may be no adjustments necessary, but for Wendy's records purposes, a reaffirmation would be useful.

**B. Mayor pro tem:** As you know when you chose Council Person Orffer as mayor pro tem in November, this is to be carried out pursuant to the provisions of RCW Chapter 35A.12.065. Historically, you have done it annually. The qualification is simple, the individual must be a member of the Council. The term the member would serve in the position is in your discretion. As noted, your pattern has been a one year term. However, if you so chose, it could be two years. The choice is made by action of the Council. Obviously, the easiest step is to reelect Brenda for 2016.

As always, this is not meant to be all inclusive. If you have any questions or comments, please direct them to me.

DG/le

## **STAFF REPORT**

To: Mayor Schiller  
From: Todd Baun, Director of Public Works  
Date: January 7, 2016  
Re: Current Non-Agenda Activity

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### **Shoreline Meeting at Council on January 27<sup>rd</sup> meeting**

We are going to have meeting to familiarize the Council with the draft SMP and understand any concerns as we near the end of the process.

This could either be done as a work session, at 6:30, before a regular Council meeting, or as a part of a regular Council meeting.

### **City Council Tour Date and Time**

We believe that it would be a beneficial for the City Council to go on a “field trip” to see what the City actually owns and operates on a daily basis. Please let me know what date and time would work for everyone to go on this tour of the City.



## STAFF REPORT

To: Mayor Schiller and Councilmembers  
From: Paul Nott, Light & Power  
Date: January 6, 2016  
Re: End of Year Report



	<b>Monthly Statistics;</b>	<b>YTD Totals;</b>
<b>New Services;</b>	<b>2</b>	<b>4</b>
<b>System Outages;</b>	<b>4</b>	<b>9</b>
<b>Pole Replacements;</b>	<b>1</b>	<b>32</b>
<b>Maintenance Work Orders;</b>	<b>5</b>	<b>50</b>
<b>Billable Work Orders;</b>	<b>2</b>	<b>10</b>

Since our last report, we have continued to work on the cut over. In December we had numerous outages related to weather, and, as normal decorated the City for the Holidays.

In 2015 the L&P crew managed to replace 32 utility poles, 60 work orders and completed a major portion of step 3 of the cut over in relation to the CIP. We hope to complete this portion in the next couple months. Completion will require a significant outage and we would like to have warmer weather to lessen the impact to our customers.

Goals for 2016 will include completion of step 3 and proceed on step 2 and step 4. Along with those tasks we will also be continuing to perform our usual maintenance (tree trimming, customer service work, general maintenance etc.).

It is still storm season and we would like to remind everyone to stay away from down power lines and also if you experience a power outage, be sure to call. Every year we get calls from customers the next day that their power has been out all night and they assume that we already know about it, when we don't.

We also want to wish everyone a happy and safe New Year...

As always if you have any questions feel free to contact us...

In case of a power outage, please contact:

Light and Power Department 360-495-4533  
City Hall 360-495-3667  
Dispatch Non-Emergency 360-533-8765

**Staff Report for McCleary Police Department**

**To: Mayor & Council**  
**From: George M. Crumb, Chief of Police**  
**Date: January 8, 2016**  
**RE: For January 13 Council Meeting**

**SUMMARY OF POLICE INCIDENTS / ACTIVITIES:**

The below listed information are calls or contacts received by McCleary Police Officers either generated by Grays Harbor County dispatch 911 service, citizen reports, call in reports, citizen contacts, US mail, or other officer generated incidents.

Close out 2015 with 2196 Incident Histories

0036 Incident histories as of time of this report for 2016  
2196 for close out year 2015, average between 2000 and 2600 per year.

00-Assault(s)	00-Noise Complaints
00-Agency Assist(s)	00-No Valid Operator's License (NVOL)
00-Alcohol Offense	00-Police Information-, Protection Order Scv-
00-Audible Alarm	00-Public Works Assist
00-Abandon Vehicle	00-Parking Complaint
00-Animal Complaint ()	00-Police Referral/RSO-
00-Burglary	00-Speeding Stops
00-Curfew Violation	00-Speed in School Zone
00-Citizen Dispute	00-Suspicious Person-/Vehicle-/Circumst-
00-Civil	00-Subject Stop
00-Court Order Violation	00-Sex Offense-0/Sex Offen Add Confirmation-
00-Citizen Assist	00-Suicide-0/Suicide Attempt-
00-DUI	00-Traffic Offense-/Reckless-/Hazard-
00-Disorderly Conduct/Verba-/Threats	00-Theft Reports/Vehicle-(Shop lifter-)
00-Drug Incidents (VUCSA)	00-Traffic Accident
00-Death Report(s)	00-Traffic Stop
00-Domestic Violence/Verbal/Mal Mis.	00-Trespass
00-Extra Patrol Request	00-Vehicle Prowl-0/Prowler-0
00-Fire Responses	00 -Warrant Service/Confirmation
00-Found/Lost Property Report(s)	00 -Warrant Search
00-Fraud--Firearm- Compl-	00 -X-Patrol request
00-Fight	00-Warrant Arrest
00-Harassment-	00-Welfare Check
00-Medical	00 -Weapons Offense
00-Juvenile Problem/Run-a-way	00-911 Open Line or Hang Up
00-Motorist Assist	00-No classification-, or Unknown Problem-
00-Malicious Mischief	00-Wire Down
00-Missing Person-/Found-	

IH Log Book Available  
Discussion: Open.

Council Members Present: ALL... Mrs. Orpher- Position 1, Mr. Vessey Position 2,  
Mr. Peterson-Position 3, Mr. Blankenship-Position 4,  
Mrs. Ator-Position 5.

Mayor : Brent Schiller Present / Not Present

Officer Reporting: Chief Crumb



## CHEHALIS TRIBAL JAIL

### SERVICE AGREEMENT



THIS AGREEMENT is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2015 by \_\_\_\_\_ between the Confederated Tribes of the Chehalis Reservation, a Federally Recognized Indian Tribe, referred to as "Chehalis" and the City of Elma, a Washington municipal corporation, herein referred to as "Elma" or the "Second Party" in the Agreement. This Agreement is for the housing of prisoners of the Second Party in the Chehalis Tribal Jail.

#### THE PARTIES HEREBY AGREE as follows:

**SERVICE.** Chehalis shall care for prisoners placed in the custody of officers of the Chehalis Tribal Jail. "Prisoners" may include any person arrested, sentenced by the court or held under authority of any Law or ordinance of the Second Party. Provided, that the Chehalis Tribal Chief of Police, or his or her designee, shall have the right to refuse to accept custody that in his or her opinion would result in overcrowding of the Jail, or present an unacceptable health, safety or security risk. If not accepted, Chehalis will provide written notice indicating why booking was declined.

**CARE.** "Care" shall mean room and board and basic medical care. "Basic Medical care" shall include in-house routine minor medical services that can be treated by Chehalis Tribal Jail staff according to their current level of training with the supplies available at the Chehalis Tribal Jail facility at that time. In addition, prisoners housed pursuant to this Agreement shall be subject to the same rules and regulations required of other prisoners housed in the Chehalis Tribal Jail.

**DURATION OF CONTRACT.** This Agreement shall begin on the date it is executed by both parties and continue until December 31, 2015. It shall automatically renew at successive one-year intervals thereafter unless terminated as specified herein or modified through an amended Agreement executed by both parties.

**TERMINATION.** This Agreement may be terminated by written notice from either party provided that the termination shall become effective thirty (30) days after receipt of such notice. Within said thirty (30) days, Elma agrees to remove its prisoner(s) from the Chehalis Tribal Jail.

**RELEASE.** Prisoners who have not served their full time will not be released except upon written order of the Second Party's court unless release is authorized by another provision of this Agreement or as ordered by a competent court. Release for scheduled court appearances will be to the Elma Police.

**PAYMENT.** The Second Party shall pay to Chehalis the amount of Twenty dollars (\$20.00) for a booking fee per prisoner and Fifty dollars (\$50.00) per prisoner per day for care. A "day" is the period beginning at 12:00 A.M. and ending at 11:59:59 P.M., Pacific Standard or Daylight time, whichever is then applicable.

The Second Party shall only be charged the booking fee for anything less than four (4) hours of custody time. Chehalis will submit a monthly invoice for prisoners housed pursuant to this Agreement and it will be forwarded to the Second Party. The Second Party shall pay such invoices within thirty (30) days of receipt. Should the Second Party not pay the invoice within sixty (60) days of receipt of invoice, Chehalis acting through its Chief of Police or his or her designee will not accept prisoners, and reserves the right to suspend all other obligations under this Agreement until the delinquent amount is paid in full.

**MEDICAL CARE.** Except for Basic Medical care, the Second Party shall be solely responsible for the medical care and medical expenses of prisoners housed pursuant to this Agreement, provided, that when a prisoner has his/her own medical coverage, Chehalis will coordinate with the Second Party so that such insurance may be utilized. In the event that a prisoner requests non-urgent outside medical care, Chehalis shall contact the Second Party for approval. The Second Party shall provide Chehalis with the names and telephone numbers of designated contact people who shall be available and authorized to approve medical treatment. Failure of the Second Party to approve medical care, or any unreasonable delay in giving such approval, shall relieve Chehalis

of liability for any injury resulting therefrom. In the event that Chehalis deems a prisoner to be in need of urgent or emergency care, Chehalis shall make all possible efforts to contact the Second Party but may take any action it deems necessary to provide the prisoner with urgent or emergency medical care without obtaining prior approval if unable to contact the Second Party. Nothing shall preclude the Second Party from retaking the ill or insured prisoners. The Second Party shall bear all costs of medical care, including without limitation, such urgent or emergency care, including, but not limited to, the cost of the services provided to the prisoner and the cost of transporting a prisoner to a medical facility. If prisoners are transported to a local hospital or medical facility, the short term security of the prisoners shall be the responsibility of Chehalis. Chehalis shall give the Second Party notice by telephone, as soon as practicable, that its officers are transporting or have transported a prisoner to a local medical facility for urgent or emergency care. Upon receiving such notice, the Second Party shall make its best efforts to relieve the Chehalis officers at the medical facility as soon as possible. Chehalis officers shall return to the Chehalis Tribal Jail upon being relieved by the Second Party's officers or upon receipt of an order of release from the Second Party. Chehalis shall not be liable under any cause of action arising out of the supervision, or failure thereof, of any prisoner receiving treatment in an outside medical facility once Chehalis officers are relieved by the Second Party's officers, or receive an order of release from the Second Party.

The Second Party shall protect, defend, hold harmless and indemnify Chehalis from and against all claims, suits and actions related to the medical care of prisoners housed under this Agreement which result from the failure of the Second Party to approve such medical care for any reason other than injuries resulting from the negligent act or omission of Chehalis or its officers.

**TRANSPORTATION.** Except as otherwise provided herein, the Second Party shall be solely responsible for furnishing transportation for prisoners housed pursuant to this Agreement. The Second Party may request that Chehalis provide necessary transportation and Chehalis shall make its best efforts to provide such transport subject to staff availability.

The parties agree that the Second Party shall compensate Chehalis for the transport of any prisoner housed under this Agreement. Compensation shall include the cost of Chehalis Tribal Correctional Officers' labor as determined by their current wages from the Chehalis Tribal Jail, from the time that Chehalis Tribal Correctional Officers leave the Chehalis Tribal Jail with the prisoner to the time they return to the Chehalis Tribal Jail, as well as reimbursement for mileage expenses at the Federal rate as determined by the Internal Revenue Service.

**CUSTODY TRANSFER.** Officers of the Second Party placing a prisoner in custody of Chehalis will be required to remain in the immediate presence of the prisoner at all times until the booking process is complete. This will mean that until the booking process is done, the prisoner will remain in the Second Party's custody until the prisoner is placed in a cell. The Officers have completed a Custody Request Form and submitted that form to Chehalis, and have delivered the prisoner into the physical control of Chehalis. At that time only will Chehalis take custody.

**RELATIONSHIP OF THE PARTIES.** The parties intend that an independent governmental relationship will be created by this Agreement. No agent, employee or representative of either party shall be deemed to be an agent, employee or representative of the other party for any purpose. Each party shall be solely responsible for its acts and for the acts of its agents, employees and representatives.

**INDEMNIFICATION.** The Second Party shall protect, defend, save harmless and indemnify Chehalis from and against all claims, suits and actions resulting from the negligent acts or omissions of the Second Party in the performance of this Agreement.

Chehalis shall protect, defend, save harmless and indemnify the Second Party from and against all claims, suits and actions resulting from the negligent acts or omissions of Chehalis in the performance of this Agreement.

**MODIFICATION OF AGREEMENT.** No changes of, nor additions to this Agreement shall be valid nor binding upon either party unless such change or addition be in written execution by both parties.

**GOVERNING LAW; DISPUTE RESOLUTION; SOVEREIGN IMMUNITY.**



Both as to interpretation and performance, federal law shall govern the Agreement; in the absence of federal law, Washington state law shall apply; in the absence of both federal and Washington state law, Chehalis tribal law shall apply.

In the event of a dispute between the parties arising from either party's rights or obligations hereunder, the designated representatives of the parties will first engage in direct dialogue in a good-faith effort to resolve the dispute in a mutually-acceptable manner. Should these good-faith efforts fail, and as a condition precedent to any other dispute resolution method, the parties will attempt to resolve the dispute through mediation with an agreed-upon mediator in an agreed location. Should the parties fail to agree upon a mediator or location, they shall request the Chief Judge of the Chehalis Tribal Court to assign a mediator and location to the dispute and engage the services of the mediator selected by the Court. The parties shall share the costs of the mediator equally. Should mediation fail to resolve the dispute in whole or in part, the parties shall submit any unresolved element(s) of the dispute to binding arbitration under the commercial arbitration rules of the American Arbitration Association, except that should there be any conflict between such rules and the terms of this Agreement, the terms of this Agreement shall govern. Any litigation necessary to enforce the obligation of either party to arbitrate disputes under the Agreement or to enforce an arbitration award shall be brought exclusively in the United States District Court for the Western District of Washington.

Except as otherwise provided in this section, nothing in the Agreement shall be construed to constitute a waiver of the sovereign immunity of the Confederated Tribes of the Chehalis Reservation, its subsidiaries, officers, agents, employees, or representatives. Chehalis hereby grants a limited waiver of its sovereign immunity from unconsented suit, subject to the following:

1. This waiver is for the benefit of Second Party only. No other person or party is benefitted.
2. This waiver is limited to claims brought by Second Party in the United States District Court for the Western District of Washington to compel Chehalis to participate in arbitration as provided under this Agreement, or to enforce an award resulting from such arbitration.
3. Chehalis' liability for any and all claims shall not exceed the limits of applicable liability insurance coverage maintained by Chehalis, which shall be maintained at a minimum of \$1,000,000.00, Each Occurrence/Annual Aggregate during the term of this Agreement.
4. This waiver does not waive the sovereign immunity of any individual official, employee, officer, agent, or other representative of Chehalis.

**SIGNED AND DATED** this \_\_\_\_\_ day of \_\_\_\_\_ 2015.

FOR CHEHALIS:

Confederated Tribes of the  
Chehalis Indian Reservation  
420 Howanut Road  
Oakville, WA 98568

FOR ELMA:

City of Elma

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Don E. Secena  
Tribal Chairman

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Mayor

Attest:

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

Approved as to form:

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



**STAFF REPORT**

To: Mayor and Council  
From: Todd Baun- Director of Public Works  
Date: January 8, 2016  
Re: 3<sup>rd</sup> Street Water line Scope of Work and Contract.

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We are requesting Skillings Connolly to provide final design, construction documents, and construction administration to replace the existing asbestos cement waterline on the west side of Third Street from Main Street to East Oak Street.

The design for relocating this waterline to the east side of 3rd Street has been done on the 3rd Street Improvement Project currently being prepared for construction. This project will take the plans from the 3rd Street Improvement Project and modify them to develop a standalone plan set for advertisement in March 2016.

We have budgeted \$225,000 in 2016 to complete this work.

**Action Requested:**

Please authorize the Mayor to sign a contract with Skillings Connolly to provide final design, construction documents, and construction administration for the 3<sup>rd</sup> Street water line replacement. This contract is not to exceed \$45,661.

# Local Agency A&E Professional Services Negotiated Hourly Rate Consultant Agreement

Agreement Number: 15240

Firm/Organization Legal Name (do not use dba's): Skillings Connolly, Inc.	
Address 5016 Lacey Blvd. SE, Lacey, WA 98503	Remit to Address PO Box 5080, Lacey, WA 98509
UBI Number 600-491-794	Federal TIN or SSN Number 91-1212924
Execution Date	Completion Date October 31, 2016
1099 Form Required <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Federal Participation <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
<p>Description of Work</p> <p style="text-align: center;"><b>3rd Street Waterline Replacement - Main Street to East Oak Street</b></p> <p>The City of McCleary is requesting engineering services to provide final design, construction documents, and construction administration to replace the existing asbestos cement waterline on the west side of 3rd Street from Main Street to East Oak Street. The design for relocating this waterline to the east side of 3rd Street has been done on the 3rd Street Improvement Project currently being prepared for construction. This project will take the plans from the 3rd Street Improvement Project and modify them to develop a standalone plan set for advertisement in March 2016.</p>	
<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No DBE Participation <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No MBE Participation <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No WBE Participation <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No SBE Participation	Maximum Amount Payable: <b>\$45,661.00</b>

## 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: 15240



THIS AGREEMENT, made and entered into as shown in the "Execution Date" box on page one (1) of this AGREEMENT, between the 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.

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.

The CONSULTANT, on a monthly basis, is required to submit DBE Participation of the amounts paid to all DBE firms invoiced for this AGREEMENT.

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: **Todd Baun**  
Agency: **City of McCleary**  
Address: **100 South 3rd Street**  
City: **McCleary** State: **WA** Zip: **98557**  
Email: **toddb@cityofmcclary.com**  
Phone: **360.495.3667, Ext. 103**  
Facsimile:

If to CONSULTANT:

Name: **Gerald E. Smith, PE**  
Agency: **Skillings Connolly, Inc.**  
Address: **PO Box 5080**  
City: **Lacey** State: **WA** Zip: **98509**  
Email: **gsmith@skillings.com**  
Phone: **360.491.3399**  
Facsimile: **360.491.3857**

#### **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 conform to the criteria agreed upon detailed in the AGREEMENT documents. These SERVICES must 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: 15240

## 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. The CONSULTANT shall conform to all applicable portions of 48 CFR Part 31 ([www.ecfr.gov](http://www.ecfr.gov)).

A. Hourly Rates: Hourly rates are comprised of the following elements - Direct (Raw) Labor, Indirect Cost Rate, and Fixed Fee (Profit). The CONSULTANT shall be paid by the AGENCY for work done, based upon the negotiated hourly rates shown in Exhibits "D" and "E" attached hereto and by reference made part of this AGREEMENT. These negotiated hourly rates will be accepted based on a review of the CONSULTANT's direct labor rates and indirect cost rate computations and agreed upon fixed fee. The accepted negotiated rates shall be memorialized in a final written acknowledgement between the parties. Such final written acknowledgement shall be incorporated into, and become a part of, this AGREEMENT. The initially accepted negotiated rates shall be applicable from the approval date, as memorialized in a final written acknowledgement, to 180 days following the CONSULTANT's fiscal year end (FYE) date.

The direct (raw) labor rates and classifications, as shown on Exhibits "D" and "E" shall be subject to renegotiations for each subsequent twelve (12) month period (180 days following FYE date to 180 days following FYE date) upon written request of the CONSULTANT or the AGENCY. The written request must be made to the other party within ninety (90) days following the CONSULTANT's FYE date. If no such written request is made, the current direct (raw) labor rates and classifications as shown on Exhibits "D" and "E", will remain in effect for the twelve (12) month period.

Conversely, if a timely request is made in the manner set forth above, the parties will commence negotiations to determine the new direct (raw) labor rates and classifications that will be applicable for the twelve (12) month period. Any agreed to renegotiated rates shall be memorialized in a final written acknowledgement between the parties. Such final written acknowledgement shall be incorporated into, and become a part of, this AGREEMENT. If requested, the CONSULTANT shall provide current payroll register and classifications to aid in negotiations. If the parties cannot reach an agreement on the direct (raw) labor rates and classifications, the AGENCY shall perform an audit of the CONSULTANT's books and records to determine the CONSULTANT's actual costs. The audit findings will establish the direct (raw) labor rates and classifications that will be applicable for the twelve (12) month period.

The fixed fee as identified in Exhibits "D" and "E" shall represent a value to be applied throughout the life of the AGREEMENT.

The CONSULTANT shall submit annually to the AGENCY an updated indirect cost rate within 180 days of the close of its fiscal year. An approved updated indirect cost rate shall be included in the current fiscal year rates under this AGREEMENT, even if/when other components of the hourly rate are not renegotiated. These rates will be applicable for the twelve (12) month period. At the AGENCY's option, a provisional and/or conditional indirect cost rate may be negotiated. This provisional or conditional indirect rate shall remain in effect until the updated indirect cost rate is completed and approved. Indirect cost rate costs incurred during the provisional or conditional period will not be adjusted. The CONSULTANT may request an extension of the last approved indirect cost rate for the twelve (12) month period. These requests for provisional indirect cost rate and/or extension will be considered on a case-by-case basis, and if granted, will be memorialized in a final written acknowledgement.

The CONSULTANT shall maintain and have accessible support data for verification of the components of the hourly rates, i.e., direct (raw) labor, indirect cost rate, and fixed fee (profit) percentage. The CONSULTANT shall bill each employee's actual classification, and actual salary plus indirect cost rate plus fixed fee.

- B. **Direct Non-Salary Costs:** Direct Non-Salary Costs will be reimbursed at the actual cost to the CONSULTANT. 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 lowest price available, 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 the WSDOT's Accounting Manual M 13-82, Chapter 10 – Travel Rules and Procedures, and all 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 these SERVICES. The CONSULTANT shall maintain the original supporting documents in their office. Copies of the original supporting documents shall be supplied to the STATE upon request. All above charges must be necessary for the SERVICES provided under this AGREEMENT.
- C. **Maximum Amount Payable:** The Maximum Amount Payable by the AGENCY to the CONSULTANT under this AGREEMENT shall not exceed the amount shown in the heading of this AGREEMENT on page one (1.) The Maximum 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.
- D. **Monthly Progress Payments:** Progress payments may be claimed on a monthly basis for all costs authorized in A and B above. The monthly billings shall be supported by detailed statements for hours expended at the rates established in Exhibit "D," including names and classifications of all employees, and billings for all direct non-salary expenses. To provide a means of verifying the billed salary costs for the CONSULTANT's employees, the AGENCY may conduct employee interviews. These interviews may consist of recording the names, titles, salary rates, and present duties of those employees performing work on the SERVICES at the time of the interview.
- E. **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 SERVICES under this AGREEMENT, contingent 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. Per WSDOT's "Audit Guide for Consultants," Chapter 23 "Resolution Procedures," 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.

- F. **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.

Agreement Number: 15240

## **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 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.

Agreement Number: 15240

## 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 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 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 in accordance with the termination for other than default clauses listed previously.

Agreement Number: 15240

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.

## **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

Agreement Number: 15240



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 by the Parties.

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.

Agreement Number: 15240



## 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: **Todd Baun**  
Agency: **City of McCleary**  
Address: **100 South 3rd Street**  
City: **McCleary** State: **WA** Zip: **98557**  
Email: **toddb@cityofmccleary.com**  
Phone: **360.495.3667, Ext. 103**  
Facsimile:

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 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.

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.

Agreement Number: 15240

### **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.

### **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.

Agreement Number: 15240

## **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 and AGENCY 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.

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.

Agreement Number: 15240

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, whichever is. "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, AGREEMENTs, 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, scribbles, recordings, visual displays, photographs, minutes of meetings, 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.

Agreement Number: 15240

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.

  
\_\_\_\_\_  
Signature

  
\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

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

Agreement Number: 15240

**Exhibit A**  
**Scope of Work**

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Agreement Number: 15240

## EXHIBIT A SCOPE OF WORK

Prepared for:

### CITY OF MCCLEARY 3<sup>RD</sup> STREET WATERLINE REPLACEMENT – MAIN STREET TO EAST OAK STREET

#### INTRODUCTION

The City of McCleary is requesting engineering services to provide final design, construction documents, and construction administration to replace the existing asbestos cement waterline on the west side of 3rd Street from Main Street to East Oak Street. The design for relocating this waterline to the east side of 3<sup>rd</sup> Street has been done on the 3<sup>rd</sup> Street Improvement Project currently being prepared for construction. This project will take the plans from the 3<sup>rd</sup> Street Improvement Project and modify them to develop a standalone plan set for advertisement in March 2016.

The following scope of work identifies project assumptions, delineates tasks to be performed, and specifies deliverables to be provided as part of the agreement between the Consultant and the City of McCleary.

#### Project Assumptions:

- All plan sheets will be prepared in AutoCAD v.2015 format.
- All design will be done using Civil3D v.2015 software.
- The waterline replacement will be within the existing right-of-way for 3<sup>rd</sup> Street.
- The design base map from the 3<sup>rd</sup> Street Improvement Project will be sufficient.
- The geotechnical report from the 3<sup>rd</sup> Street Improvement Project will be sufficient.
- Waterline construction for lines less than 12" diameter is exempt from SEPA by WAC 197-11-800(23) (b).

#### REFERENCES

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

- Current (as of the date of execution of the agreement) applicable City of McCleary standards and ordinances:
  - City of McCleary Water Standards
  - City of McCleary Municipal Code
- Current (as of the date of execution of the agreement) versions of the following publications and manuals will be applicable when specifically cited in the City of McCleary Water Standards:
  - *Standard Specifications for Road, Bridge, and Municipal Construction - 2014*, published by the Washington State Department of Transportation (WSDOT).
  - *Standard Plans for Road, Bridge, and Municipal Construction*, published by WSDOT.
  - *Manual on Uniform Traffic Control Devices*, published by the U.S. Department of Transportation, Federal Highway Administration, as amended and approved by WSDOT.
  - *Construction Manual*, published by WSDOT.
  - Department of Ecology's *Stormwater Manual for Western Washington*.

## Task 10 – Project Management

This task includes Consultant management of staff and Subconsultants, invoices and progress reporting, progress meetings, some QA/QC, and internal staff team progress meetings.

### Assumptions:

- Notice to Proceed is expected to be received in November 2015.
- PS&E will be completed by February 19, 2016.
- The Consultant will utilize the Project Management Plan from the 3<sup>rd</sup> Street Improvement Project for this project.

### Tasks:

1. The Consultant will schedule, prepare for, and take part in weekly communications with the City of McCleary. Meetings will be by telephone conference to save travel time, unless specifically identified in this scope of work.
2. Consultant will provide quality control in-house through peer review and principal quality checks.
3. Consultant will prepare monthly billings with progress reports.

### Deliverables:

- Monthly invoices, with status reports.

## Task 20 – Waterline Design

The existing waterline is located along the west side of 3<sup>rd</sup> Street and connects to the new 10" line in Main Street by McCleary School. The plan is to replace this system of random size pipes with a new waterline with new service connections and meters.

### Assumptions:

- Waterline limits: from the new 10" line in Main Street to approximately 50' north of east Oak Street.
- Water main plan and profile sheets from 3<sup>rd</sup> Street Improvement Project will be utilized but must go on base map showing existing facility rather than new improvements.
- City requests ¾ to 5/8 minus crushed rock for waterline backfill.
- Traffic control and advanced signing sheets will be used but will require changes.
- The City will review and accept waterline plans as they<sup>are</sup> presented in the large 3<sup>rd</sup> Street Improvement Project plan set.
- Service connections may conflict with future plans.

### Tasks:

1. Move design from 3<sup>rd</sup> Street Improvements to separate waterline plans.
2. Review and modify standard plan for single lane closure.
3. Develop trench backfill and pavement repair detail and special provision.
4. Update existing estimate to include roadway repairs and work zone traffic control.
5. Prepare construction schedule.



**Deliverables:**

- 90% PS&E for new waterline and services for City review.
- Construction schedule.

<b>Task 30 – Final Plans, Specifications, and Estimate</b>
--

**Assumptions:**

- The City has reviewed and commented on the PS&E from Task 20
- The following plan sheets are anticipated:
  - Cover sheet
  - General note sheet
  - Summary of quantities
  - Alignment and survey control plan
  - Demolition and TESC plans
  - SWPPP
  - Waterline replacement plans, profiles, and details
  - Traffic control plans
- Sheets from the 3<sup>rd</sup> street will be used as a basis for the above sheets.
- Special provisions will be prepared utilizing WSDOT specification format.
- City will provide their “boiler plate” format for bid package
- Consultant will supply the bid proposal form for the bid package.
- An engineer’s estimate for the probable construction costs will be prepared that lists all of the project bid items in correct order, showing contract item number, unit of measurement, estimated unit price, estimated quantity, and total estimated cost for each.
  - The total project cost will be shown on this estimate.
  - This estimate will be used as the basis of review for the lowest responsive responsible bidder.

**Tasks:**

1. Develop plans
  - a. Cover sheet
  - b. General note sheet
  - c. Summary of quantities
  - d. Alignment and survey control plan
  - e. Demolition and TESC plans
  - f. Waterline replacement plans, profiles, and details
  - g. Standard work zone traffic control plan for single lane closure
  - h. Complete specifications package
  - i. WSDOT Amendments and GSP “run list” and fill-ins.
  - j. Special Provisions.
  - k. State prevailing wage documents
  - l. Constructability review by our experienced construction inspectors.
2. Write SWPPP
3. Review PS&E with City
4. Based on City’s review comments, complete the 100% plans.
5. Calculate final quantities and develop a quantity calculations notebook.
6. Prepare Project Manual (Bid Documents) ready for City advertisement.

7. Prepare Final Design Documentation files (design diary).

**Deliverables:**

- Final design documentation
- Quantity calculation notebook
- PS&E and Bid document for City advertisement.

**Task 40 – Bid, Ad, and Award Services**

During project advertisement the Consultant will assist the City with contractor requests for information, prepare addendums if needed, and review the bids and make an award recommendation.

**Assumptions:**

- One addendum may be needed during advertisement

**Tasks:**

1. Respond to Requests for Information
2. Issue addenda if needed
3. Attend bid opening with City
4. Prepare bid tab, review bids
5. State debarment check for low bidder
6. Recommendation to award
7. Prepare Award Letter for City signature - City award contract
8. Prepare Notice to Proceed for City Signature - City issue Contractor Notice to Proceed
9. Take preconstruction photos
10. Prepare Record of Materials (ROM)
11. Set up progress payment ledger

**Deliverables:**

- Requests for Information response(s)
- Addenda, if needed
- Prepare bid tab
- State debarment check for low bidder
- Award Letter for City signature
- Notice to Proceed for City Signature
- Preconstruction photos
- Record of Materials
- Progress payment ledger

**Task 50 – Construction Services**

Upon notice to proceed from the City we will mobilize our experienced construction management staff to assist the City with construction administration. All of our construction management practices follow the WSDOT Local Programs *Local Agency Guidelines (LAG) Manual* as a matter of practice because it is a proven way of doing business and meeting funding agency audit requirements. We will utilize our own

contractor payment system that is designed specifically to follow the LAG Manual and to meet funding agency audit requirements.

**Assumptions:**

- Up to three change orders may be required
- No materials will be tested for specifications.
- City will perform day-to-day construction inspection.
  - City inspector will provide pay notes to Consultant for entry into Contractor payment ledger.
  - City will be responsible for accuracy of pay notes and certify correctness of payment ledger and progress payments to Contractor.
- City requests engineer/inspector to attend the weekly construction meeting only.

**Tasks:**

1. Preconstruction
  - a) Prepare preconstruction conference agenda, send invitations
  - b) Hold preconstruction conference with City, Contractor and utility companies
  - c) Prepare preconstruction conference minutes, distribute
  - d) Request for Approval of Material Source (RAMS) approval and record tracking
  - e) Approve requests to sub-contract
  - f) Collect Intents to Pay Prevailing Wages from Contractor or check L&I website
2. Construction
  - a) Contractor schedule review and approval
  - b) RFI response
  - c) Enter City pay notes into Contractor progress payment ledger
  - d) Shop drawing review/comment/approve
  - e) Change order preparation/negotiation/recommend action by City
  - f) Provide monthly Contractor progress payments to City for certification/payment
  - g) Engineer/inspector to attend weekly construction meetings with City and Contractor

**Deliverables:**

1. Preconstruction
  - a) Preconstruction conference agenda, invitations
  - b) Preconstruction conference with contractor and utility companies
  - c) Preconstruction conference minutes
  - d) Request for Approval of Material Source (RAMS) approval and record tracking
  - e) Requests to sub-contract approvals
  - f) Intents to Pay Prevailing Wages monitoring
  - g) Progress Payment ledger
2. Construction
  - a) Contractor schedule review and approval
  - b) RFI response(s)
  - c) City pay notes entered into Contractor payment ledger.
  - d) Shop drawing review/comment/approve
  - e) Change order preparation/negotiation/recommend action by City

- f) Monthly Contractor progress payments for City certification and payment.
- g) Engineer/Inspector notes from weekly construction meeting.

<b>Task 50 – Construction Project Close-out</b>
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**Assumptions:**

- City will provide certificate of completion of waterline to department of Health if required.

**Tasks:**

1. Finalize all pay quantities with the City and Contractor; prepare a final estimate for the contract
2. Prepare all required documentation, including:
  - a. a project completion letter
  - b. materials certificates
  - c. list of change orders
3. Prepare City Council Resolution for acceptance of project (on request)
4. Prepare Notice of Completion of Public Works Project for City to submit to Washington Departments of Revenue, Labor & Industry, and Employment Security – this includes making sure Affidavits of Wages Paid have been submitted before the Notice of Completion is forwarded
5. Turn all project documents and files over to the City

**Deliverables:**

- Final contractor payment application
- Project documentation, including:
  - a project completion letter
  - materials certificates
  - list of change orders
- City Council Resolution for acceptance of project (on request)
- Draft Notice of Completion of Public Works Project for City to submit to Washington Departments of Revenue, Labor & Industry, and Employment Security – this includes making sure Affidavits of Wages Paid have been submitted before the Notice of Completion is forwarded
- Deliver all project documents and files to the City

**END SCOPE OF WORK**

Prepared by: Gerald E. Smith, PE 01/06/2016

Reviewed by: Thomas E. Skillings, PE 01/06/2016

**Exhibit B**  
**DBE Participation**

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N/A

Agreement Number: 15240

# **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

- AutoCAD v. 2015
- Civil 3D v. 2015

#### B. Roadway Design Files

- AutoCAD v. 2015
- Civil 3D v. 2015

#### C. Computer Aided Drafting Files

- AutoCAD v. 2015
- Civil 3D v. 2015

Agreement Number: 15240

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

The City reserves the Right to Review all Products with the Consultant.

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

- |                            |                        |
|----------------------------|------------------------|
| 1. Plan sets:              | CAD, PDF, and PRINT.   |
| 2. Specifications:         | WORD, PDF, and Print.  |
| 3. Estimates:              | EXCEL, PDF, and PRINT. |
| 4. Project File:           | MSPROJECT 2013         |
| 5. Communications records: | PST File.              |
| 6. Monthly/Weekly Report:  | EMAIL OR WORD OR PDF.  |

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

- City will supply any City-specific specifications for preferred materials.
- City will provide general administration for the project.

## II. Any Other Electronic Files to Be Provided

## III. Methods to Electronically Exchange Data

- Company FTP site set-up for the City of McCleary 3rd Street Water Line Project.
- E-mail.
- CDs



A. Agency Software Suite

- MS Office v. 2010
- MS Project v. 2013
- AutoCAD v. 2015
- Civil 3D v. 2015

B. Electronic Messaging System

- Email

C. File Transfers Format

- AutoCAD v. 2015
- Civil 3D v. 2015
- Company FTP site set-up for the City of McCleary 3rd Street Water Line Project.  
E-mail.
- CDs

**Exhibit D**  
**Prime Consultant Cost Computations**

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Agreement Number: 15240

**EXHIBIT D-1  
CONSULTANT FEE DETERMINATION - MAN-HOURS**

PROJECT NAME: 15240 CITY OF MCCLEARY 3RD STREET WATERLINE		PRINCIPAL-IN-CHARGE	SENIOR PROJECT MANAGER	PROJECT ENGINEER	ENGINEER	TECHNICIAN	INSPECTOR	PROJECT ADMINISTRATOR
TASK #	TASK DESCRIPTION							
<b>10</b>	<b>PROJECT MANAGEMENT</b>							
10.1	Schedule prepare for and take part in weekly communications with the City.		4	4				
10.2	Provide quality control in-house through peer review and principal quality checks.	4						
10.3	Prepare monthly billings with progress reports.							16
<b>20</b>	<b>WATERLINE DESIGN</b>							
20.1	Move design from 3rd Street Improvements to Separate waterline plans.		1	1	4	8		
20.2	Review standard plan for single lane closure.				1	2		
20.3	Develop trench backfill and pavement repair detail and special provision.			2	4	4		
20.4	Update existing estimate to include roadway repairs and work zone traffic control				2			
20.5	Prepare construction schedule.		4					
<b>30</b>	<b>FINAL PLANS, SPECIFICATIONS, AND ESTIMATE</b>							
30.1	Develop Plans				2	12		
30.2	Write SWPPP				4			
30.3	Constructability review	2					4	
30.4	Review PS&E with City		1	2				
30.5	Based on City's review comments, complete the 100% plans.		1	1	2	4		
30.6	Based on City review comments, complete 100% plans				1	2		
30.7	Calculate final quantities and develop quantity calculations notebook.				6			
30.8	Prepare Project Manual (Bid Documents) ready for City advertisement.				8			
30.9	Prepare Final Design Documentation files (Design Diary).				4			
<b>40</b>	<b>BID, AD, AND AWARD SERVICES</b>							
40.1	Respond to Requests for Information.		2					
40.2	Issue addenda, if needed.		2		4	8		
40.3	Attend bid opening with City.		4					
40.4	Prepare bid tab, review bids.							2
40.5	State debarment check for low bidder.		1					
40.6	Recommendation to award.		1					
40.7	Prepare Award Letter for City signature - City award contract.		1					
40.8	Prepare Notice to Proceed for City Signature. City issue Contractor Notice to Proceed.		1					
40.9	Take preconstruction photos.						6	
40.10	Prepare Record of Materials (ROM).		2					
40.11	Set-up progress payment ledger.				4			
<b>50</b>	<b>CONSTRUCTION SERVICES</b>							
<b>50.1</b>	<b>Preconstruction</b>							
50.1.1	Prepare preconstruction conference agenda, send invitations.		2					

**EXHIBIT D-1  
CONSULTANT FEE DETERMINATION - MAN-HOURS**

PROJECT NAME: 15240 CITY OF MCCLEARY 3RD STREET WATERLINE		PRINCIPAL-IN-CHARGE	SENIOR PROJECT MANAGER	PROJECT ENGINEER	ENGINEER	TECHNICIAN	INSPECTOR	PROJECT ADMINISTRATOR
TASK #	TASK DESCRIPTION							
50.1.2	Hold preconstruction conference with City, Contractor, and utility companies.		4		4		4	
50.1.3	Prepare preconstruction conference minutes, distribute.				4			
50.1.4	Request for Approval of Material Source (RAMS) approval and record tracking.				8			
50.1.5	Approve request to sub-contract.				2			
50.1.6	Collect intents to Pay Prevailing Wages from Contractor or check L&I website.				2			
<b>50.2</b>	<b>Construction</b>							
50.2.1	Contractor schedule review and approval.		2					
50.2.2	RFI response.		4		24			
50.2.3	Enter City pay notes into Contractor payment ledger.				16			
50.2.4	Shop drawing review/comment/approve.		2					
50.2.5	Change order preparation/negotiation/recommend action by City.		4		8	8		
50.2.6	Provide monthly contractor progress payments to City for certification/payment.				8			
50.2.7	Engineer/Inspector attend weekly construction meetings and provide notes.	2	4		16		16	
<b>60</b>	<b>CONSTRUCTION PROJECT CLOSE-OUT</b>							
60.1	Finalize all pay quantities with the City and Contractor; prepare a final estimate for the contract.		4		8		24	
60.2	Prepare all required documentation, including:		2		8		8	
60.2.1	Project completion letter.		1					
60.2.2	Materials certificates.		1					
60.2.3	List of change orders.		1					
60.3	Prepare City Council Resolution for acceptance of project (on request).		1					
60.4	Prepare Notice of Completion of Public Works Project for City to submit to Washington Department of Revenue, Labor & Industry, and Employment Security. This includes making sure Affidavits of Wages Paid have been submitted before the Notice of Completion is forwarded.		2					
60.5	Turn all project documents and files over to the City.		2		8			
	<b>HOURS PER DISCIPLINE</b>	<b>8</b>	<b>61</b>	<b>10</b>	<b>162</b>	<b>48</b>	<b>62</b>	<b>18</b>

**EXHIBIT D-2  
CONSULTANT FEE DETERMINATION - SUMMARY**

<b>NEGOTIATED HOURLY RATE (NHR):</b>									
<b>Classification</b>	<b>Man Hours</b>	<b>X</b>	<b>Rate</b>	<b>=</b>	<b>Cost</b>				
PRINCIPAL-IN-CHARGE	8	X	\$162.00	=	\$1,296.00				
SENIOR PROJECT MANAGER	61	X	\$135.00	=	\$8,235.00				
PROJECT ENGINEER	10	X	\$145.00	=	\$1,450.00				
ENGINEER	162	X	\$110.00	=	\$17,820.00				
TECHNICIAN	48	X	\$85.00	=	\$4,080.00				
INSPECTOR	62	X	\$100.00	=	\$6,200.00				
PROJECT ADMINISTRATOR	18	X	\$80.00	=	\$1,440.00				
<b>Total Hours =</b>	<b>369</b>				<b>Total NHR =</b> <span style="background-color: #0070C0; color: white; padding: 2px;"><b>\$40,521.00</b></span>				
<b>REIMBURSABLES:</b>									
Mileage	1,500	X	\$0.575	=	\$862.50				
Miscellaneous Expenses	\$115.00	X	10%	=	\$126.50				
					<b>Total Expenses=</b> <span style="background-color: #0070C0; color: white; padding: 2px;"><b>\$989.00</b></span>				
<b>SUBCONSULTANT COST:</b>									
		X		=	\$0.00				
					<b>Total Subconsultants =</b> <span style="background-color: #0070C0; color: white; padding: 2px;"><b>\$0.00</b></span>				
<b>SUB-TOTAL (NHR + REIMBURSABLES):</b>									
					<b>Sub Total =</b> <span style="background-color: #0070C0; color: white; padding: 2px;"><b>\$41,510.00</b></span>				
<b>MANAGEMENT RESERVE FUND:</b>									
SUB TOTAL =	\$41,510.00	X	10%	=	<b>MRF =</b> <span style="background-color: #0070C0; color: white; padding: 2px;"><b>\$4,151.00</b></span>				
<b>GRAND TOTAL</b>									
					<b>GRAND TOTAL =</b> <span style="background-color: #70AD47; color: white; padding: 2px;"><b>\$45,661</b></span>				
<table style="width: 100%; border: none;"> <tr> <td style="width: 60%;"><b>PREPARED BY:</b> <u>Gerry Smith</u></td> <td style="width: 40%;"><b>DATE:</b> 1/6/2016</td> </tr> <tr> <td><b>REVIEWED BY:</b> <u>Tom Skillings</u></td> <td><b>DATE:</b> 1/6/2016</td> </tr> </table>						<b>PREPARED BY:</b> <u>Gerry Smith</u>	<b>DATE:</b> 1/6/2016	<b>REVIEWED BY:</b> <u>Tom Skillings</u>	<b>DATE:</b> 1/6/2016
<b>PREPARED BY:</b> <u>Gerry Smith</u>	<b>DATE:</b> 1/6/2016								
<b>REVIEWED BY:</b> <u>Tom Skillings</u>	<b>DATE:</b> 1/6/2016								

**EXHIBIT D-3**  
**CONSULTANT FEE DETERMINATION - EXPENSES**

<b>Item</b>	<b>Description</b>	<b>Basis</b>	<b>Quantity</b>	<b>Rate</b>	<b>Total</b>
1	Telephone	Month			\$0.00
2	Auto Rental	Each			\$0.00
3	Lodging	Day			\$0.00
4	Per Diem-Meal	Day			\$0.00
5	Photo Copies - Blk & White	Each	200	\$0.10	\$20.00
6	Photo Copies - Color	Each	200	\$0.35	\$70.00
7	Half Sized Prints	Each	50	\$0.50	\$25.00
8	Full Sized Prints	Each		\$6.00	\$0.00
9	Postage	Month			\$0.00
10	Shipping	Month			\$0.00
11	FAXs	Each			\$0.00
12	Materials Testing (Pacific Testing)	Estimated	1	\$1,000.00	\$1,000.00
13	Miscellaneous Survey Costs	Estimated			\$0.00
14	Traffic Control	Estimated			\$0.00
<b>Total Miscellaneous Expenses</b>					<b>\$1,115.00</b>
	Mileage	Per Mile	1500	0.575	\$862.50
<b>Total Expenses</b>					<b>\$1,977.50</b>
Prepared by: Gerry Smith		Date: 11/30/2015			

**Exhibit E**  
**Sub-consultant Cost Computations**

---

N/A

Agreement Number: 15240

## **Exhibit F**

### **Title VI Assurances**

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

1. **Compliance with Regulations:** The CONSULTANT shall comply with the Regulations relative to non-discrimination in federally assisted programs of the AGENCY, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the "REGULATIONS"), which are herein incorporated by reference and made a part of this AGREEMENT.
2. **Non-discrimination:** The CONSULTANT, with regard to the work performed during this AGREEMENT, shall not discriminate on the grounds of race, color, sex, or national origin in the selection and retention of sub-consultants, including procurement of materials and leases of equipment. The CONSULTANT shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the REGULATIONS, including employment practices when this AGREEMENT covers a program set forth in Appendix B of the REGULATIONS.
3. **Solicitations for Sub-consultants, Including Procurement of Materials and Equipment:** In all solicitations either by competitive bidding or negotiations made by the CONSULTANT for work to be performed under a sub-contract, including procurement of materials or leases of equipment, each potential sub-consultant or supplier shall be notified by the CONSULTANT of the CONSULTANT's obligations under this AGREEMENT and the REGULATIONS relative to non-discrimination on the grounds of race, color, sex, or national origin.
4. **Information and Reports:** The CONSULTANT shall provide all information and reports required by the REGULATIONS or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the AGENCY, the STATE, or the Federal Highway Administration (FHWA) to be pertinent to ascertain compliance with such REGULATIONS, orders and instructions. Where any information required of a CONSULTANT is in the exclusive possession of another who fails or refuses to furnish this information, the CONSULTANT shall so certify to the AGENCY, the STATE, or the FHWA as appropriate, and shall set forth what efforts it has made to obtain the information.
5. **Sanctions for Non-compliance:** In the event of the CONSULTANT's non-compliance with the non-discrimination provisions of this AGREEMENT, the AGENCY shall impose such AGREEMENT sanctions as it, the STATE, or the FHWA may determine to be appropriate, including, but not limited to:
  - Withholding of payments to the CONSULTANT under this AGREEMENT until the CONSULTANT complies, and/or;
  - Cancellation, termination, or suspension of this AGREEMENT, in whole or in part.
6. **Incorporation of Provisions:** The CONSULTANT shall include the provisions of paragraphs (1) through (5) in every subcontract, including procurement of materials and leases of equipment, unless exempt by the REGULATIONS, or directives issued pursuant thereto. The CONSULTANT shall take such action with respect to any sub-consultant or procurement as the STATE, the AGENCY, or FHWA may direct as a means of enforcing such provisions including sanctions for non-compliance.

Provided, however, that in the event a CONSULTANT becomes involved in, or is threatened with, litigation with a sub-consultant or supplier as a result of such direction, the CONSULTANT may request the AGENCY enter into such litigation to protect the interests of the STATE and/or the AGENCY and, in addition, the CONSULTANT may request the United States enter into such litigation to protect the interests of the United States.

Agreement Number: 15240



# Exhibit G Certification Documents

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- Exhibit G-1(a) Certification of Consultant
- Exhibit G-1(b) Certification of City of McCleary
- 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: 15240

**Exhibit G-1(a) Certification of Consultant**

I hereby certify that I am the and duly authorized representative of the firm of **Skillings Connolly, Inc.**

whose address is **5016 Lacey Blvd. SE, Lacey, WA 98503**

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 **City of McCleary** 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.

**Skillings Connolly, Inc.**

Consultant (Firm Name)

  
Signature (Authorized Official of Consultant)

Jan 16, 2016  
Date

Agreement Number: 15240

## Exhibit G-1(b) Certification of

I hereby certify that I am the:

\_\_\_\_\_

Other

of the **City of MCleary**, and **Skillings Connolly, Inc.**  
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.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

Agreement Number: 15240

**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 statues 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.

**Skillings Connolly, Inc.**

\_\_\_\_\_  
Consultant (Firm Name)

\_\_\_\_\_  
Signature (Authorized Official of Consultant)

\_\_\_\_\_  
Date Jan 6, 2016

Agreement Number: 15240

### 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.

**Skillings Connolly, Inc.**

\_\_\_\_\_  
Consultant (Firm Name)

\_\_\_\_\_  
Signature (Authorized Official of Consultant)

\_\_\_\_\_  
Date Jan 6, 2016

Agreement Number: 15240


## 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 **the 3rd Street Water Line Project** \* are accurate, complete, and current as of **January 6, 2016**. \*\*

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: **Skillings Connolly, Inc.**

  
Signature

  
Title

Date of Execution\*\*\*: *01-06-2016*

\*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: 15240

# **Exhibit H**

## **Liability Insurance Increase**

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### **To Be Used Only If Insurance Requirements Are Increased**

The professional liability limit of the CONSULTANT to the AGENCY identified in Section XIII, 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: 15240

# **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: 15240



## **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.

# **Exhibit J**

## **Consultant Claim Procedures**

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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: 15240

### **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.

## STAFF REPORT

To: Mayor and Council  
 From: Todd Baun- Director of Public Works  
 Date: January 8, 2016  
 Re: Finance Committee Meeting Dates

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I would like to get a schedule for the year for the finance committee. I would like to suggest the final Friday of each month, preferably in the afternoon. If we were to go with the proposed date the schedule would look like this:

January 29 <sup>th</sup>	July 29 <sup>th</sup>
February 26 <sup>th</sup>	August 26 <sup>th</sup>
March 25 <sup>th</sup>	September 30 <sup>th</sup>
April 29 <sup>th</sup>	October 28 <sup>th</sup>
May 27 <sup>th</sup>	November 23 <sup>rd</sup> – due to Thanksgiving
June 24 <sup>th</sup>	December 30 <sup>th</sup>

Please let me know what you would like have scheduled.



# Grays Harbor Council of Governments- Founded in 1960

115 S. Wooding St.  
Aberdeen, WA 98520

Voice  
(360) 537-4386  
Internet Address  
<http://www.ghcog.org>

**MEMBER ENTITIES:**

- City of Aberdeen
- City of Cosmopolis
- City of Elma
- City of Hoquiam
- City of McCleary
- City of Montesano
- City of Ocean Shores
- City of Westport
- Chehalis Tribe
- Quinault Indian Nation
- Grays Harbor County
- Grays Harbor PUD #1
- Grays Harbor  
Transportation Authority
- Port of Grays Harbor
- Timberland Regional Library

December 29, 2015

*cc: Todd*

Mayor Brent Schiller  
City of McCleary  
100 South Third  
McCleary, WA 98557

RE: 2016 Representative to the Council of Governments

Dear Mayor Schiller:

Best of the New Year to you and your staff!

Once again it is time to ask each of our member entities to designate a representative and alternate to the Grays Harbor Council of Governments for 2016. In order to ensure your agency is officially represented, please notify us of your selections in writing or email by January 11, 2016. Please be sure to include a phone number and email address for the representative and alternate you assign. If notice is not received by the above date, your agency will not be deemed to be officially represented as per the Bylaws of the Grays Harbor Council of Governments, Section 7.3 Representatives.

We want to thank Todd Baun for representing the City of McCleary in 2015 and thank you for being the alternate assigned to attend our meetings in his place if he was unable to attend. Todd did a wonderful job of representing your entity and disseminating the information from our council meetings back to the City of McCleary.

Council meetings are held on the third Thursday of the month beginning at 7:00 pm and are conducted in the Port of Grays Harbor Commission Chamber at 111 South Wooding Street, Aberdeen. The next meeting of the Council will be held on Thursday, January 21, 2016.

Please know that we are a working Council. As such, attendance is very important. In order to facilitate Council business and ensure that your entity receives the maximum benefit of membership, please select a representative and alternate who can commit the time to attend regularly.

If you need further information, please do not hesitate to contact me. Thank you for your continued partnership in the Grays Harbor Council of Governments.

Sincerely,

Vicki Cummings  
Executive Director

**VICKI J. CUMMINGS**  
Executive Director  
[vcummings@ghcog.org](mailto:vcummings@ghcog.org)

**STAFF REPORT**

To: Mayor and Council  
From: Todd Baun- Director of Public Works  
Date: January 8, 2016  
Re: Permissive Use Permit- Vessey

---

Chris Vessey is requesting a renewal of his permissive use permit at 604 W. Ash St. His previous permit allowed him to maintain the City's right of way (ROW) around his house. For numerous years, he has been bringing in gravel, mowing and keeping the City ROW in great condition.

There are conditions that come with approval of this permit.

1. The City will determine the monetary amount required for the use of the right-of-way or property for payment during the review process. The permit holder shall pay the City the Annual amount in January of each year, and for the life of the permit.
2. Such permit may be cancelled by written notice given by the City of McCleary to the named applicant at the stated address by depositing notice in the United States Mail, postage prepaid, to said address.
3. In the event that the City or its franchise holders require use of this area to install, repair, renew, or maintain any utilities, or for any other purpose, the applicant shall, at his expense, remove any improvements which he may have placed on said property, all at his own expense: PROVIDED, that if the applicant does not comply with the City's direction in this regard promptly, the City may remove said improvements and charge the applicant for any expenses incurred by the City in doing so.
4. If the City requires such area for any public purposes or use, this permissive use permit shall be cancelled and the applicant shall, upon receipt of said notice of cancellation, remove all improvements from said area and terminate this said use of said area. If the applicant fails to restore said property as specified in this agreement, the City may do so at applicant's expense.
5. The City, at any time during the life of this permit, may require the permit holder to file a bond in an amount to be designated by the City, to insure the permit holder's compliance with all conditions of this permit. The City may also require the permit holder to provide evidence of property liability or property damage insurance in such amount as may be determined to be necessary and appropriate by the Council, with such proof to establish that the City is the named insured thereon.
6. The applicant agrees to protect and save harmless the City of McCleary from all claims, actions, or liabilities to third persons by reason of the use of said property by said permit holder; and in case any suit or action is brought against the City of McCleary for damages arising out of or by reason of said use, the applicant shall, upon notice to him of said commencement of said action, defend the same at his own expense and will satisfy any judgment after any such suit or action shall have been finally determined if adverse to the City of McCleary.
7. Failure of the permit holder to comply with all of the conditions of this permit shall automatically terminate and cancel all rights conferred under said permit.
8. This permit shall be in full force and effect for a term determined by the City of McCleary and subject to termination by the City of McCleary as provided for herein, or as a result of a breach of any of the conditions of this permit by the permit holder.

**STAFF REPORT**

March 19, 2011

Residential Exchange Program

Page 2 of 2

9. Upon receipt of the original and two copies of this permit, the applicant shall affix his signature to and return the original and one copy to the Office of the City Clerk-Treasurer will then notify the Council of the acceptance and file the original in the records of the City.
10. If deemed necessary and appropriate by the Clerk-Treasurer, the permit holder shall pay such an amount as may be necessary to file a copy of this permit with the Office of the Auditor of the County of Grays Harbor, State of Washington. The permit will become effective upon the date of receipt by the Clerk-Treasurer.

**Action Requested:**

Please authorize the Permissive Use permit for Chris Vessey at 604 W. Ash Street, with no annual monetary amount and no expiration to the permit.

## STAFF REPORT

To: Mayor Schiller  
From: Todd Baun- Director of Public Works  
Date: January 7, 2016  
Re: Mission, Vision, Objectives and Goals for 2016-17

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This is a subject that the Mayor, several members of Council and staff have been talking about lately, so with the help of MRSC, I'm going to get the process started for you to think about.

**Mission-** A mission statement captures in a short concise paragraph the purpose of the organization's existence and what actions it takes to fulfill this purpose. Mission statements are directly connected to vision statements but, whereas a vision statement describes the desired future state of the organization, the mission statement describes how that vision will be achieved. Ideally, mission and vision statements are crafted through a collaborative process that involves a wide array of community stakeholders and elected officials, usually as part of an overall strategic plan.

4 key questions that we need to answer in our Mission should be the following:

- What do we do?
- How do we do it?
- Whom do we do it for?
- What value are we bringing?

Some examples of Mission Statements:

***Pullman-***To provide the highest quality of life through essential infrastructure, public safety, recreation, and welcoming growth within the constraints of fiscally responsible government.

**City Council Mission-**To provide visionary leadership in policy making to enable the city to provide quality services at reasonable rates.

***Renton-***The City of Renton, in partnership and communication with residents, businesses, and schools is dedicated to:

- Providing a safe, healthy, welcoming atmosphere where people choose to live
- Promoting economic vitality and strategically positioning Renton for the future
- Supporting planned growth and influencing decisions that impact the city
- Building an inclusive informed city with opportunities for all
- Meeting service demands through high quality customer service, innovation, a positive work environment, and a commitment to excellence



What is a “**Vision**”? A vision is an aspirational description of what an organization would like to achieve or accomplish in the mid-term or long-term future. It’s a clear, comprehensive “photograph” of an organization.

It is intended to serve as a clear guide for choosing current and future courses of action.

Examples of Vision Statements:

***Tacoma- THE CITY OF TACOMA IS RECOGNIZED AS A LIVABLE AND PROGRESSIVE INTERNATIONAL CITY, REGARDED FOR THE RICHNESS OF ITS MULTI-CULTURAL POPULATION AND ITS NATURAL SETTING.***

*To progress to the Tacoma we envision for ourselves and for future generations, we must stay focused. Government by itself cannot make our vision a reality. City government is only one of many partners; including the business community, neighborhood groups, civic organizations, non-profit organizations, and other governmental entities; that must work together to realize our vision. Our most important partners however are the individual Tacomans who seek to make a better tomorrow.*

*City government cannot provide all the solutions or shoulder all the responsibility. At best, we can provide the support for our partners so we can achieve our vision together. City government should facilitate ways to make the lives of our citizens better*

***Walla Walla-*** Walla Walla... the best of the best of the Northwest

**Objectives and Goals-** A group goal is a broad statement of something that the group expects to attain or achieve. Goals may be short, intermediate or long-term in nature. Well-written goals are believable, attainable and based on identified needs.

*Objectives* are statements of specific, measurable and attainable outcomes that contribute to the achievement of a particular goal. Outcome-based objectives focus on:

- Changing people’s behavior or circumstances;
- Changing something about the community; or
- Establishing a process for achieving a particular goal.

**STAFF REPORT**

To: Mayor and Council  
From: Todd Baun- Director of Public Works  
Date: January 8, 2016  
Re: Electrical Rate Study

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The Request for Proposals (RFP) for the Cost of Service and Rate Design for Light and Power was sent out on December 7<sup>th</sup>, with a due date of January 8, 2016 at 4:00. We have received some very good proposals that I will provide for your review.

I would like to have the firms come in for a presentation of their services on Friday, January 22<sup>nd</sup>. If you would like to attend the presentation please let me know. After the presentations, I'm hoping we can have a firm picked out at the January 27<sup>th</sup> Council meeting.

**Action Requested:**

Please review the RFP's and let me know if you would like to attend the presentations on January 22<sup>nd</sup>.

**STAFF REPORT**

To: Mayor and Council  
From: Todd Baun- Director of Public Works  
Date: January 8, 2016  
Re: Stormwater Rates 2016

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As part of the adopted budget for 2016, the Storm water rate was proposed to increase the base storm charge from \$7.60 a month to \$10.00 a month. Also the rate for over 3,000 square feet of impervious surface will increase from \$3.00 to \$3.50.

The reason for this increase is to not only keep up with labor, material, and maintenance costs, but also complete Capital Improvement projects outlined in our Stormwater Management Plan.

This plan also had a rate analysis study done for the Stormwater utility. This analysis projects rates for several years and includes Capital Improvement projects into the future rates. I have suggested to Dan that we follow the rate analysis for the future increases, but if the Council doesn't think the utility warrants a rate increase in the future, they can choose to implement their rate at that time.

**Action Requested:**

Please authorize the Mayor to sign the Resolution.

RESOLUTION NO. \_\_\_\_\_

**A RESOLUTION ESTABLISHING RATES AND CHARGES  
IN RELATION TO THE STORM WATER UTILITY OF  
THE CITY; REPEALING RESOLUTION 640; &  
PROVIDING AN EFFECTIVE DATE.**

**R E C I T A L S:**

1. Pursuant to existing Ordinances, the City established a storm water utility.

2. Those Ordinances authorized the establishment by resolution of rates and charges to be paid by those benefitted by and within the area subject to the storm water utility. This was done most recently through the adoption of Resolution 640 in 2012. Since that time, the City has assumed additional responsibilities in relation to the service of additional properties, as well as maintenance of storm water ponds.

3. In setting those rates and charges in 2012, the Council and Mayor considered the factors set forth within the Ordinance, as well as such other information and factors as have been developed since the adoption of the Ordinance.

4. In 2016, the Council and Mayor have received a recommendation from the Public Works Director as to an increase in rates so as to more fully comply with the funding requirement

recommended in the Capital Improvement Plan prepared in relation to the utility. The Council and Mayor find such increases appropriate at this time to the extent they relate to the capital improvement component of that study. They do so recognizing both the impacts of increased costs in terms of operating and maintaining the system and the impact of fee increases upon the utility's customers.

5. In light of those factors, the rates set forth herein are found to be reasonable, necessary, and appropriate to operate the utility.

NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS BY THE CITY COUNCIL OF THE CITY OF McCLEARY, THE MAYOR CONCURRING:

SECTION I: AUTHORIZATION:

Pursuant to the authority granted by the Ordinance establishing the utility, there is hereby created and imposed in Section II a system of rates and charges on each parcel of real property within the City served by or which is capable of receiving benefit and service by and from the Storm Water Utility established by Ordinance.

SECTION II: RATES AND CHARGES:

The following Utility rates and charges are hereby established for all parcels of real property in the City:

2.1. System Development Charge: The charge assessed to all parcels upon application for development. The System Development Charge shall be a one-time charge of Six Hundred

Thirty-Two Dollars and Seventy Cents (\$632.70) for all applications received on and after the effective date of this resolution. This charge shall be adjusted annually as of December 16, 2016, and each December 16 thereafter as provided in Section III of this resolution.

2.2. Monthly Charges:

2.2.1: The following shall be billed upon the same billing schedule as is provided for the other utility services of the City.

A. Single-Family Parcels: The base single-family residential charge shall be \$10.00 per month for each Equivalent Service Unit (ESU) for a parcel having one residential unit. This uniform rate is based upon each residential unit being equal to or less than 3,000 square feet, or fraction thereof, of impervious surface.

B. Multiple Family Parcels (two or more units): The base shall be \$10.00 for the first 3,000 square feet of impervious surface, or fraction thereof, and \$3.50 for each additional 3,000 square feet, or fraction thereof, of impervious surface area.

C. Non-residential Parcels: The base shall be \$10.00 for the first 3,000 square feet of impervious surface, or fraction thereof, and \$3.50 for each additional 3,000 square feet, or fraction thereof, of impervious surface area.

2.2.2: In the event more than one utility account is based upon services provided to improvements located upon one parcel, the monthly charges set out in subsection 2.2.1 [B] or 2.2.1[C] shall be billed to and be the responsibility of the owner of the parcel.

2.2.3: The charges established in §2.2.1 shall be adjusted annually as of December 16, 2016, and each December 16 thereafter as provided in Section III of this resolution.

SECTION III: ANNUAL ADJUSTMENT:

In recognition of the necessity of assuring that the rates established for this service remain consistent with the increase in costs and of the billing period utilized by the City utility, the rates set by Section II of this resolution shall be subject to adjustment as of December of each calendar year.

The adjustment shall be the greater of either three percent (3%) or the monetary amount which is the result of the following calculation:

A. Methodology of Calculation: The then existing utility rate multiplied by a figure established as the average of the Seattle-Tacoma-Bremerton Area Bi-Monthly Index CPI-U (June compared with June) and the US All City Average CPI-U for the same period. [Example: S-T-B Area Bi-monthly Index CPI-U is 3.5% and the US All City Average CPI-U for that period is 2.5%. The multiplier to be utilized is 3.0%. If the existing rate is \$4.00,

the result would be an increase of \$00.12 for an adjusted rate of \$4.12.]

B. Principals of application:

1. The average for the CPI multiplier, if not an even 1/10th of a percent, shall be rounded upward to the nearest 1/10th of a percent.

2. The resulting product of the calculation carried out pursuant to SA shall be rounded to the next highest 1/10th of a dollar, if the initial calculation does not so result.

SECTION IV: REPEAL & EFFECTIVE DATE:

4.1. This resolution shall take effect at 12:01 a.m. on the day following adoption with the rates established by the provisions of Section II to be applied as to any utility service provided by the City on and after the 15th day of January, 2016.

4.2. Resolution 640 shall be repealed as of the effective date of this resolution: PROVIDED THAT, such repeal shall not affect any obligations which have arisen under the provisions of that resolution, whether fiscal or otherwise.

PASSED THIS \_\_\_\_ DAY OF JANUARY, 2016, by the City Council of the City of McCLEARY, and signed in authentication therewith this \_\_\_\_\_ day of January, 2016.

CITY OF McCLEARY:

\_\_\_\_\_  
BRENT SCHILLER, Mayor

ATTEST:

RESOLUTION -A- 5  
01/08/2016  
DG/le

CITY OF McCLEARY  
100 SOUTH 3RD STREET  
McCLEARY, WASHINGTON 98557



WENDY COLLINS, Clerk-Treasurer

APPROVED AS TO FORM:

DANIEL O. GLENN, City Attorney

RESOLUTION NO. \_\_\_\_\_

**A RESOLUTION ESTABLISHING RATES AND CHARGES  
IN RELATION TO THE STORM WATER UTILITY OF  
THE CITY; REPEALING RESOLUTION 640; &  
PROVIDING AN EFFECTIVE DATE.**

**R E C I T A L S:**

1. Pursuant to existing Ordinances, the City established a storm water utility.

2. Those Ordinances authorized the establishment by resolution of rates and charges to be paid by those benefitted by and within the area subject to the storm water utility. This was done most recently through the adoption of Resolution 640 in 2012. Since that time, the City has assumed additional responsibilities in relation to the service of additional properties, as well as maintenance of storm water ponds.

3. In setting those rates and charges in 2012, the Council and Mayor considered the factors set forth within the Ordinance, as well as such other information and factors as have been developed since the adoption of the Ordinance.

4. In 2016, the Council and Mayor have received a recommendation from the Public Works Director as to an increase in rates so as to more fully comply with the funding requirement

recommended in the Capital Improvement Plan prepared in relation to the utility. The Council and Mayor find such increases appropriate at this time to the extent they relate to the capital improvement component of that study. They do so recognizing both the impacts of increased costs in terms of operating and maintaining the system and the impact of fee increases upon the utility's customers.

5. In light of those factors, the rates set forth herein are found to be reasonable, necessary, and appropriate to operate the utility.

NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS BY THE CITY COUNCIL OF THE CITY OF McCLEARY, THE MAYOR CONCURRING:

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Thirty-Two Dollars and Seventy Cents (\$632.70) for all applications received on and after the effective date of this resolution. This charge shall be adjusted annually as of December 16, 2016, and each December 16 thereafter as provided in Section III of this resolution.

2.2. Monthly Charges:

2.2.1: The following shall be billed upon the same billing schedule as is provided for the other utility services of the City.

A. Single-Family Parcels: The base single-family residential charge shall be \$10.00 per month for each Equivalent Service Unit (ESU) for a parcel having one residential unit. This uniform rate is based upon each residential unit being equal to or less than 3,000 square feet, or fraction thereof, of impervious surface.

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2.2.2: In the event more than one utility account is based upon services provided to improvements located upon one parcel, the monthly charges set out in subsection 2.2.1 [B] or 2.2.1[C] shall be billed to and be the responsibility of the owner of the parcel.

2.2.3: The charges established in §2.2.1 shall be adjusted annually as of December 16, 2016, and each December 16 thereafter as provided in Section III of this resolution

SECTION III: ANNUAL ADJUSTMENT:

In recognition of the necessity of assuring that the rates established for this service remain consistent with the increase in costs and of the billing period utilized by the City utility, the rates set by Section II of this resolution shall be subject to adjustment as of December 16 of each calendar year.

3.1. Unless otherwise established by action of the Council, the adjustments implemented for the succeeding year shall be as follows:

A. December, 2016: Base shall be \$11.00 for the first 3,000 square feet of impervious surface, or fraction thereof, and \$4.00 for each additional 3,000 square feet, or fraction thereof, of impervious surface area.

B. December, 2017: Base shall be \$12.00 for the first 3,000 square feet of impervious surface, or fraction thereof, and \$4.50 for each additional 3,000 square feet, or fraction thereof, of impervious surface area.

C. December, 2018: Base shall be \$13.00 for the first 3,000 square feet of impervious surface, or fraction thereof, and \$5.00 for each additional 3,000 square feet, or fraction thereof, of impervious surface area.

D. December, 2019: Base shall be \$14.00 for the first 3,000 square feet of impervious surface, or fraction thereof, and \$5.50 for each additional 3,000 square feet, or fraction thereof, of impervious surface area.

3.2. If, as of December, 2020, no other provision for adjustment is established by action of the Council for the following years, the following adjustments shall occur as of December 17 of each year thereafter:

The adjustment shall be the greater of either three percent (3%) or the monetary amount which is the result of the following calculation:

A. Methodology of Calculation: The then existing utility rate multiplied by a figure established as the average of the Seattle-Tacoma-Bremerton Area Bi-Monthly Index CPI-U (June compared with June) and the US All City Average CPI-U for the same period . [Example: S-T-B Area Bi-monthly Index CPI-U is 3.5% and the US All City Average CPI-U for that period is 2.5%. The multiplier to be utilized is 3.0%. If the existing rate is \$4.00, the result would be an increase of \$0.12 for an adjusted rate of \$4.12.]

B. Principals of application:

1. The average for the CPI multiplier, if not an even 1/10th of a percent, shall be rounded upward to the nearest 1/10th of a percent.

2. The resulting product of the calculation carried out pursuant to SA shall be rounded to the next highest 1/10th of a dollar, if the initial calculation does not so result."

SECTION IV: REPEAL & EFFECTIVE DATE:

4.1. This resolution shall take effect at 12:01 a.m. on the day following adoption with the rates established by the provisions of Section II to be applied as to any utility service provided by the City on and after the 15th day of January, 2016.

4.2. Resolution 640 shall be repealed as of the effective date of this resolution: PROVIDED THAT, such repeal shall not affect any obligations which have arisen under the provisions of that resolution, whether fiscal or otherwise.

PASSED THIS \_\_\_\_\_ DAY OF JANUARY, 2016, by the City Council of the City of McCLEARY, and signed in authentication therewith this \_\_\_\_\_ day of January, 2016.

CITY OF McCLEARY:

\_\_\_\_\_  
BRENT SCHILLER, Mayor

ATTEST:

\_\_\_\_\_  
WENDY COLLINS, Clerk-Treasurer

RESOLUTION -B- 6  
01/08/2016  
DG/fe

CITY OF McCLEARY  
100 SOUTH 3RD STREET  
McCLEARY, WASHINGTON 98557

APPROVED AS TO FORM:

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DANIEL O. GLENN, City Attorney

RESOLUTION -B- 7  
01/08/2016  
DG/le

CITY OF McCLEARY  
100 SOUTH 3RD STREET  
McCLEARY, WASHINGTON 98557