

Kelso City Council Agenda

Regular Meeting, 6:00 pm
May 3, 2016
City Hall, Council Chambers
203 South Pacific
Kelso, WA 98626



**Special accommodations for the handicapped and hearing impaired are available
by special arrangement through the City Clerk's Office at 360-423-0900**

Roll Call to Council Members:

Invocation:

Nick Stumbo from East Hills Alliance Church

1. Approve Minutes:

1.1. April 19, 2016 – Regular Meeting

2. Proclamation:

- 2.1. Salvation Army Week
- 2.2. Mental Health Month
- 2.3. Transportation Week
- 2.4. Bike Month
- 2.5. Police Week

3. Presentation:

- 3.1. Police Department
- 3.2. National Law Enforcement Officer of the Year

4. Consent Items:

- 4.1. Contract – Construction Services, Fence/Beacon Tower
- 4.2. Contract – Construction Services, Sullivan Hangar Demolition

5. Citizen Business:

6. Council Business:

Kelso City Council Agenda

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7. Action/Motion Items:

- 7.1. Ordinance, 2nd Reading
 - 7.1.1. Adopt Shoreline Master Plan

Other Items:

- City Manager Report
- Staff/Dept Head Reports
- Council Reports
- Other Business
- Executive Session

Pastor Brian Cummings, New Song Worship Center, gave the invocation. Mayor David Futcher led the flag salute. The Regular Meeting of the Kelso City Council was called to order by Mayor Futcher. Councilmembers in attendance were Kim Lefebvre, Rick Roberson, David Futcher, Jim Hill, Todd McDaniel, and Nancy Malone. Councilmember Larry Alexander was absent.

Minutes: Upon motion by Councilmember Roberson, seconded by Councilmember Hill, 'Approve the Minutes of the 4/5/16 Regular Meeting,' motion carried, all voting yes.

PROCLAMATIONS:

Mayor Futcher read a proclamation declaring May 2nd – 8th, 2016, as “**Children’s Book Week**” in the City of Kelso. Library Manager Cindy Donaldson accepted the proclamation.

PRESENTATIONS:

Cowlitz Wahkiakum Council of Governments: Executive Director Bill Fashing provided an update on the current and planned activities of the Cowlitz Wahkiakum Council of Governments (CWCOG).

CONSENT AGENDA:

1. **Interlocal Agreement Addendum No. 1, County Rural Public Funds – West Main Revitalization Project**
2. **Interlocal Agreement Addendum No. 2, County Rural Public Funds – West Main Revitalization Project**
3. **Interlocal Agreement Addendum No. 2, County Rural Public Funds – Airport Stopway Project**
4. **Interlocal Agreement Addendum No. 4, County Rural Public Funds – Airport Stopway Project**
5. **Auditing of Accounts: \$1,851,808.04**

Upon motion by Councilmember McDaniel, seconded by Councilmember Lefebvre, 'Approve the Consent Agenda and the Auditing of Accounts in the amount of \$1,851,808.04,' motion carried, all voting yes.

CITIZEN BUSINESS:

COUNCIL BUSINESS:

Agreement Renewal – Gordon Thomas Honeywell Governmental Affairs Lobbying Services: Upon motion by Councilmember McDaniel, seconded by Councilmember

Roberson, 'Approve the Agreement Renewal with Gordon Thomas Honeywell Governmental Affairs Lobbying Services.' City Manager Steve Taylor and Gordon Thomas Honeywell Governmental Affairs representative Alex Soldano provided an overview. Discussion followed. Motion passed, all voting yes.

MOTION ITEMS:

Ordinance No. (1st Reading) – Adopt Shoreline Master Plan: The Deputy Clerk read the proposed ordinance by title only. Upon motion by Councilmember Roberson, seconded by Councilmember Lefebvre, 'Pass on 1st reading, 'AN ORDINANCE OF THE CITY OF KELSO, WASHINGTON ADOPTING AN UPDATED SHORELINE MASTER PROGRAM AND SHORELINE MAP, AGREEING TO CHANGES PROPOSED BY THE WASHINGTON STATE DEPARTMENT OF ECOLOGY, AND AUTHORIZING THE SUBMITTAL OF THE UPDATED SHORELINE MASTER PROGRAM FOR FINAL APPROVAL.' Steve Taylor provided an overview. Discussion followed. Motion passed, all voting yes.

Ordinance No. 16-3869 – 2016 Limited Tax General Obligation Bonds: The Deputy Clerk read the proposed ordinance by title only. Upon motion by Councilmember McDaniel, seconded by Councilmember Roberson, 'Adopt Ordinance No. 16-3869, 'AN ORDINANCE OF THE CITY OF KELSO, WASHINGTON, RELATING TO CONTRACTING INDEBTEDNESS; PROVIDING FOR THE ISSUANCE, SALE AND DELIVERY OF NOT TO EXCEED \$3,600,000 AGGREGATE PRINCIPAL AMOUNT OF LIMITED TAX GENERAL OBLIGATION BONDS TO PROVIDE FUNDS TO PAY THE COSTS OF CERTAIN STREET AND STORMWATER IMPROVEMENTS AND TO PAY THE COSTS OF ISSUANCE AND SALE OF THE BONDS; FIXING OR SETTING PARAMETERS WITH RESPECT TO CERTAIN TERMS AND COVENANTS OF THE BONDS; APPOINTING THE CITY'S DESIGNATED REPRESENTATIVE TO APPROVE THE FINAL TERMS OF THE SALE OF THE BONDS; AND PROVIDING FOR OTHER RELATED MATTERS.' Senior Vice President of DA Davidson & Co. and Bond Attorney Marc Greenough of Foster Pepper PLLC, provided an overview. Discussion followed. Motion passed, all voting yes.

Ordinance No. 16-3870 – Shopping Cart Regulations: The Deputy Clerk read the proposed ordinance by title only. Upon motion by Councilmember Lefebvre, seconded by Councilmember Hill, 'Adopt Ordinance No. 16-3870, 'AN ORDINANCE OF THE CITY OF KELSO RELATING TO SHOPPING CART THEFT AND REGULATION AMENDING 9A.56.270 AND ADDING A NEW CHAPTER 9.62 SHOPPING CART CONTROL TO THE KELSO MUNICIPAL CODE.' Steve Taylor provided an overview. Lengthy discussion followed. Councilmembers Fatcher, Lefebvre, McDaniel, Roberson and Hill voted yes. Councilmember Malone voted no. Motion passed, 5 to 1.

Ordinance No. 16-3871 – Amending KMC 8.20 Fireworks: The Deputy Clerk read the proposed ordinance by title only. Upon motion by Councilmember Hill, seconded by

Councilmember McDaniel, ‘Postpone until next meeting.’ City Attorney Janean Parker provided an overview. Lengthy discussion followed. Motion failed, all voting no. Upon motion by Councilmember Lefebvre, seconded by Councilmember McDaniel, ‘Adopt Ordinance No. 16-3871, ‘AN ORDINANCE OF THE CITY OF KELSO AMENDING KELSO MUNICIPAL CODE CHAPTER 8.20 FIREWORKS TO REVISE PERMITTING AND APPROVAL PROCEDURES AND REFLECT CHANGES IN STATE LAW.’ Councilmembers Lefebvre, Roberson, Futch, Malone and McDaniel voted yes. Councilmember Hill voted no. Motion passed, 5 to 1.

Ordinance No. 16-3872 – Vacate Portion of Talley Way Right of Way: The Deputy Clerk read the proposed ordinance by title only. Upon motion by Councilmember Lefebvre, seconded by Councilmember McDaniel, ‘Adopt Ordinance No. 16-3872, ‘AN ORDINANCE OF THE CITY OF KELSO VACATING A PORTION OF TALLEY WAY ROW IN THE CITY OF KELSO TO A CITY OWNED PARCEL OCCUPIED BY THE SOUTHWEST WASHINGTON REGIONAL AIRPORT,’ motion passed, all voting yes.

Resolution No. 16-1156 – Adopt West Kelso Subarea Plan: The Deputy Clerk read the proposed resolution by title only. Upon motion by Councilmember Roberson, seconded by Councilmember Lefebvre, ‘Pass Resolution No. 16-1156, ‘A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KELSO, WASHINGTON ADOPTING THE WEST KELSO SUBAREA PLAN,’ motion carried, all voting yes.

MANAGER’S REPORT:

Steve Taylor: 1) Announced the departure of Planning Assistant Stephanie Helem and Administrative Programs Manager Amy Mullerleile. He requested authorization to post two positions: Planning Manager and Associate Planner but only hire one. This process would insure hiring the best candidate. 2) Requested an increase in base pay for the Assistant Finance Director position. The Administrative Programs Manager position will now include human resources and risk management. This would require posting the open position of Accounting Manager/Assistant Finance Director at a higher classification level. **Upon motion by Councilmember Roberson, seconded by Councilmember Lefebvre, “Authorize City Manager to search for Planning Manager, Associate Planner and Accounting Manager/Assistant Finance Director positions.” Lengthy discussion followed. Councilmembers Lefebvre, Roberson, Futch, Malone, McDaniel voted yes. Councilmember Hill voted no. Motion passed, 5 to 1.**

COUNCIL REPORTS:

Nancy Malone: No report.

Todd McDaniel: Commented that the first meeting of the Charter Committee meeting is scheduled for Tuesday, April 26, 2016 at 5:30 and is open to the public.

Jim Hill: No report.

Rick Roberson: No report.

Kim Lefebvre: No report.

David Futcher: No report.

EXECUTIVE SESSION:

At 7:45 p.m., Mayor Futcher announced that the Council would convene into executive session to discuss pending litigation and is expected to last approximately 5 minutes, action will be taken. The city attorney was present.

At 7:50 p.m., it was announced that the executive session would be extended for 5 more minutes.

The Council reconvened into regular session at 7:58 p.m.

Upon motion by Councilmember Hill, seconded by Councilmember Lefebvre, 'Accept the settlement with TNN LLC Noel Mclean in the amount of \$89,343.00 related to the West Main Realignment Project,' motion passed, all voting yes.

There being no further business, Mayor Futcher adjourned the meeting at 8:00 p.m.

MAYOR

CITY CLERK

Proclamation

National Salvation Army Week May 9-15, 2016

WHEREAS, since 1922, the Salvation Army's only business throughout the communities of Cowlitz County as everywhere, is 'human' business, undertaken with joy for the family of humankind to the great glory of God; and

WHEREAS, since the first pronouncement by President Dwight D. Eisenhower in 1954, the Salvation Army has celebrated National Salvation Army Week with various activities and events around the country; and

WHEREAS, the Salvation Army acts on behalf of all the residents of our county, with neither salvation nor any other condition prerequisite, nor expecting any thanks, yet nonetheless welcoming community support; and

WHEREAS, nearly 30 million Americans receive assistance from The Salvation Army each year thorough a broad array of social services that range from providing food for the hungry, relief for disaster victims, assistance for the disabled, outreach to the elderly and ill, clothing and shelter to the homeless and opportunities for underprivileged children.

Now, THEREFORE, I, David Futcher, Mayor of the City of Kelso, do hereby declare May 9th – 15th, 2016, as "National Salvation Army Week", in the City of Kelso

In witness whereof, I have hereunto set my hand and caused the seal of the City of Kelso to be affixed this 3rd day of May, 2016

David Futcher, Mayor

Proclamation

Mental Health Month May 2016

WHEREAS, mental health is essential to everyone's overall health and well-being; and

WHEREAS, addressing early the complex mental health needs of children, youth, and families today is fundamental to the future of Cowlitz County; and

WHEREAS, mental health problems can affect all areas of a person's life, including school, home and work; and

WHEREAS, mental health problems will strike one in five adults and children each year regardless of age, gender, race, ethnicity, religion or economic status; and

WHEREAS, over 38,000 American lives are lost each year to suicide; and

WHEREAS, all Americans – from combat veterans to hurricane victims – are vulnerable to chronic mental health problems associated with trauma and can benefit greatly from early identification and treatment; and

WHEREAS, people can recover from mental illness and lead full, productive lives in the community; and

WHEREAS, an estimated two-thirds of adults and young people with mental health problems go without the help they need; and

WHEREAS, each business, school, government agency, healthcare provider, organization and citizen bears the burden of mental health problems and has a responsibility to promote mental wellness;

Now, THEREFORE, I, David Futcher, Mayor of the City of Kelso, do hereby proclaim the month of May to be "Mental Health Month", in the City of Kelso, and call upon the citizens of Kelso, government agencies, public and private institutions, businesses and schools to recommit our community to increasing awareness and understanding of mental health and the need for appropriate and accessible services for all people with mental illness.

*In witness whereof, I have hereunto
set my hand and caused the seal of
the City of Kelso to be affixed this
3rd day of May, 2016*

David Futcher, Mayor

Proclamation

National Transportation Week May 11-17, 2016

WHEREAS, Kelso has a long history as a transportation provider since 1889; and

WHEREAS, Kelso owns 74 miles of streets and alleys and operates and maintains 4 bridges; and

WHEREAS, Transportation services provided in Kelso are an integral part of the everyday lives of its citizens, promoting clean, healthy neighborhoods and establishing vibrant communities; and

WHEREAS, The City's regional transportation infrastructure is essential in sustaining an economy which greatly impacts our livability, business, and commerce; and

WHEREAS, The importance and value of our nations' transportation system and those components built and maintained by Kelso including our city streets, bike and pedestrian facilities, culverts, rights-of-way, alleys, and bridges; and

WHEREAS, The quality and effectiveness of transportation projects and services enjoyed by citizens of Kelso are dependent upon the skills of the qualified and dedicated Public Works employees; and

WHEREAS, The contributions of the Public Works employees include regional and local planning and coordination with other jurisdictions; 24-hour service from road and bridge maintenance staff; road and bridge engineers designing and construction up-to-date facilities; traffic and sign staff installing and maintaining pavement markings and traffic signage; surveyors providing the necessary surveys for design and construction of road projects including topographic and right-of-way surveys and construction staking; right-of-way specialists ensuring safe and usable land for the transportation system; environmental compliance staff overseeing the County's compliance with local, State and Federal water quality rules; and administrative and financial support professionals that keep our offices running smoothly; and

NOW, THEREFORE, I, David Futcher, Mayor of the City of Kelso, do hereby proclaim May 11-17, 2016, as National Transportation Week in the City of Kelso.

In witness whereof, I have hereunto set my hand and caused the seal of the City of Kelso to be affixed this 3rd day of May, 2016

David Futcher, Mayor

Proclamation

National Bike Month May 2016

WHEREAS, Cowlitz Bikes and Cowlitz on the Move are promoting May, 2016 as National Bike Month as part of their healthy lifestyles campaign; and

WHEREAS, the education of bicyclists and motorists, as to the traffic laws pertaining to the use of bicycles, and to the proper and safe operation of bicycles including helmet use is important to ensure the safety and enjoyment of all users within the roadway environment; and

WHEREAS, creating a bicycling-friendly community has been shown to be an effective, low cost means to improve citizens' health, well-being, and quality of life; and

WHEREAS, bicycling-friendly improvements enhance quality of place for visitors and citizens, attracting tourism dollars and creating communities attractive to new employers, employees and families; and

WHEREAS, bicycling improvements enhance traffic safety for all users, helping to reduce pollution, congestion, and wear and tear on our streets and roads; and

WHEREAS, we encourage all citizens to experience the joys of bicycling by riding their bicycle to work, to school, to the store, to the park, and around their neighborhoods to promote the personal and societal benefits achieved from bicycling.

Now, THEREFORE, I, David Futcher, Mayor of the City of Kelso, do hereby proclaim May 2016, as National Bike Month in the City of Kelso.

In witness whereof, I have hereunto set my hand and caused the seal of the City of Kelso to be affixed this 3rd day of May, 2016

David Futcher, Mayor

Proclamation

National Police Week May 15-21, 2016

WHEREAS, The Congress and the President of the United States have designated May 15 as Peace Officer Memorial Day, and the week in which May 15 falls as National Police Week; and

WHEREAS, there are approximately 900,000 law enforcement officers serving in communities across the United States, including the dedicated members of the Kelso Police Department; and

WHEREAS, some 60,000 assaults against law enforcement officers are reported each year, resulting in approximately 16,000 injuries; and

WHEREAS, since the first recorded death in 1791, more than 20,000 law enforcement officers in the United States have made the ultimate sacrifice and been killed in the line of duty; and

WHEREAS, the names of these dedicated public servants are engraved on the walls of the National Law Enforcement Officers Memorial in Washington, D.C.; and

WHEREAS, 124 names are being added to the National Law Enforcement Officers Memorial this spring, 124 killed in 2015 including 2 in Washington State; and

NOW, THEREFORE, I, David Futcher, Mayor of the City of Kelso, formally designate May 15-21, 2016, as National Police Week in the City of Kelso and publically salute the service of law enforcement officers in our community and the communities across the nation. We further direct that pursuant to Public Law 103-322 that all flags be flown at half-staff on Monday May 16, 2016, Peace Officer's Memorial Day, in honor of the fallen officers and their families.

*In witness whereof, I have hereunto
set my hand and caused the seal of
the City of Kelso to be affixed this
3rd day of May, 2016*

David Futcher, Mayor

AGENDA SUMMARY SHEET

Business of the City Council City of Kelso, Washington

SUBJECT TITLE: Construction Services
Agreement with Reid Middleton –
Fence/Beacon Tower

Agenda Item: _____

Dept. of Origin: SW WA Regional Airport

For Agenda of: May 3, 2016

PRESENTED BY:
Steve Taylor

City Attorney: **Janean Parker**

City Manager: **Steve Taylor**

Agenda Item Attachments:

Professional Services Agreement – Construction Services Reid Middleton: Perimeter Fence & Beacon Tower Replacement

SUMMARY STATEMENT:

Reid Middleton is the City's consulting engineer for FAA Airport Improvement Program projects conducted at the Southwest Washington Regional Airport. Construction services for the Talley Way Perimeter Fencing & Beacon Tower Replacement Project will be provided by the engineering consultant for the estimated fee of \$70,177. All monies necessary to fund the construction services have been identified without financial impact to the City of Kelso.

RECOMMENDED ACTION:

Move to approve Agreement with Reid Middleton for Construction Services for the Perimeter Fence & Beacon Tower Replacement Project in the amount of \$70,177.

April 26, 2016
File No. 232015.005.001

Mr. Steve Taylor
City of Kelso
203 South Pacific Avenue, Suite 205
Kelso, WA 98626

Subject: Agreement for Professional Services
Southwest Washington Regional Airport – Fence & Beacon Replacement
Construction Administration

Dear Mr. Taylor:

Thank you for considering Reid Middleton to provide professional engineering services for Southwest Washington Regional Airport – Fence & Beacon Replacement Construction Administration. We look forward to working with you on this project.

A. PROJECT UNDERSTANDING

The Southwest Washington Regional Airport (Airport) has authorized Reid Middleton (Consultant) to provide construction administration services for a perimeter fence system to be constructed along Talley Way beginning at the southern corner of an existing chain link fence at the Watkins material yard and running south along the Airport property line and Talley Way. The project limit will be the southern terminus of the property line at Talley Way. In addition, the project will include construction of a new electric gate at the west side Airport access from South Pacific Avenue, next to the Airport office. In summary then, the project will include approximately 2,200 feet of fence and one electrical double swing gate. This project will provide better Airport security along Talley Way and streamline access through the west side gate for Airport tenants and users.

The Airport has authorized the Consultant to provide construction administration services for the replacement of the existing rotating beacon and beacon tower. The existing rotating beacon support structure is structurally deficient and in need of replacement, and the existing beacon is approximately 13 years old and was retrofit to be installed in the existing tower.

The Consultant and its subconsultant, Elcon Associates, shall provide construction administration and closeout services for the fence and beacon project.

EVERETT
728 134th Street SW
Suite 200
Everett, WA 98204
425 741-3800

www.reidmiddleton.com

B. SCOPE OF SERVICES

1. See Exhibit "C," Reid Middleton Engineering Scope of Services.
2. See Exhibit "D," Elcon Scope of Services
3. Additional services requested by City of Kelso.

C. PERIOD OF PERFORMANCE

Reid Middleton will begin services upon receipt of a signed agreement and will make every reasonable effort to complete the services in a timely manner considering the needs of the project.

D. CLIENT'S RESPONSIBILITIES

City of Kelso shall provide available pertinent data, documents, and other information to Reid Middleton as necessary to complete the services outlined in Section B above.

E. COMPENSATION

1. For services described in Section B, Items 1 and 2, Reid Middleton shall be paid on a "time-plus-expenses" basis using the rates indicated in the attached Exhibit "A," Schedule of Charges Effective July 1, 2015. We estimate the fee for this portion of the services to be \$70,177.
2. For services described in Section B, Item 3 (Additional Services), Reid Middleton shall be paid on a "time-plus-expense" basis in accordance with provisions of the attached Exhibit "A," Schedule of Charges Effective July 1, 2015, or on the basis of such other mutually satisfactory arrangements as may be negotiated.

F. REID MIDDLETON STAFF

Don Barclay will be the project manager primarily responsible for this job. However, other individuals at Reid Middleton will work on aspects of your project as required.

Mr. Steve Taylor
City of Kelso
April 26, 2016
File No. 232015.005.001
Page 3

G. CONDITIONS OF AGREEMENT

The terms and conditions of the attached Exhibit "B," Conditions of Agreement, are included as part of this agreement.

We appreciate the opportunity to submit this proposed agreement. The terms of this agreement will become effective when confirmed by your signature within 30 days. If you wish to pursue this project after that time, this agreement may then be renegotiated. If the terms are acceptable, please sign your acceptance below and return one executed copy to Reid Middleton.

If you have any questions or comments please call Don or me.

Sincerely,

Reid Middleton, Inc.



Kurt M. Addicott, P.E.
Director, Airport Group

ACCEPTED:

City of Kelso

By _____

Title _____

Date _____

Attachments

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Reid Middleton, Inc.
Exhibit "A" Schedule of Charges
Effective July 1, 2015 through June 30, 2016

I. Personnel	Hourly Rate
Principal	\$ 195.00 - \$ 240.00
Principal Engineer/Principal Planner/Principal Surveyor.....	\$ 195.00 - \$ 205.00
Senior Engineer/Senior Planner/Senior Surveyor.....	\$ 170.00 - \$ 190.00
Project Engineer/Project Designer/Project Surveyor/Project Planner	\$ 120.00 - \$ 160.00
Design Engineer/Designer II/Design Technician/Survey Crew Chief/ Technical Writer II/ Graphic Designer II	\$ 105.00 - \$ 125.00
Designer I/Planner/CAD Technician II	\$ 100.00 - \$ 110.00
Project Administrator	\$ 95.00 - \$ 105.00
CAD Technician I/Survey Technician/Technician/Technical Writer I	\$ 70.00 - \$ 100.00
 Survey Crew (2 Person/RTK/Robotic).....	 \$ 170.00
Survey Crew (3 Person/GPS).....	\$ 260.00

Expert Witness/Forensic Engineering..... 1.5 times usual hourly rate (4 hour minimum)

Individuals not in the regular employ of Reid Middleton may occasionally be engaged to meet specific project requirements. Charges for such personnel will be comparable to charges for regular Reid Middleton personnel.

A premium may be charged if project requirements make overtime work necessary.

II. Equipment	Rate
Design Software/Computer Aided Drafting	\$ 12.00/hour

III. Reimbursable Expenses	
Local Mileage - Automobile	\$ 0.65/mile
Local Mileage - Survey Truck	\$ 0.65/mile

Expenses that are directly attributable to the project are invoiced at cost plus 15%. These expenses include, but are not limited to, subconsultant or subcontractor services, travel and subsistence, communications, couriers, postage, fees and permits, document reproduction, special instrumentation and field equipment rental, premiums for additional insurance where required, special supplies, and other costs directly applicable to the project.

A new schedule of charges is issued and becomes effective July 1 each year. Charges for all work, including continuing projects initiated in prior years, will be based on the latest schedule of charges.

IV. Client Advances

Unless the parties agree otherwise in writing, charges for the following items shall be paid by the client directly, shall not be the responsibility of Reid Middleton, and shall be in addition to any fee stipulated in the agreement: government fees, including permit and review fees; soils testing fees and costs; charges for aerial photography; and charges for monuments. If Reid Middleton determines, in its discretion, to advance any of these costs in the interest of the project, the amount of the advance, plus a fifteen percent administrative fee, shall be paid by the client upon presentation of an invoice therefore.

Reid Middleton, Inc.
Exhibit "B" Conditions of Agreement
For City of Kelso

I. Payments

- A. Due Date: Fees and all other charges are billed monthly as services progress. The full amount of each invoice is due and payable thirty (30) days after the date of such invoice.
- B. Default: Any amount not paid within thirty (30) days of the billing date shall be considered delinquent and shall bear a delinquency charge of one percent (1%) per month (or, if lower, the maximum rate allowed by law) from the date of the invoice. Failure to make a payment by the due date is a substantial breach of a material term of the parties' agreement, and Reid Middleton may, at its option, suspend services or terminate this agreement in that event. The delinquency charge or payment thereof shall not extend the due date or affect the right to suspend services or terminate. Payments received on delinquent accounts will be applied first to accrued delinquency charges and then to the unpaid principal amount.

II. Additional Services

- A. Authorization: Reid Middleton shall notify the client if it believes that any direction given by the client or any circumstance presented by the project requires the performance of services beyond the scope of the agreement. If the client disagrees that the services are beyond the scope of the agreement, or if the client prefers that the identified services not be performed, it shall notify Reid Middleton within one week of its receipt of Reid Middleton's original notice. If no such notice is received, Reid Middleton shall be authorized to perform the identified services as Additional Services.
- B. Definition: Additional Services shall include, without limitation, the following:
 - 1. Replacing stakes unless destroyed by Reid Middleton;
 - 2. Making revisions to drawings, specifications, or other documents which are inconsistent with approvals or instructions previously given by the client, required due to changes in the law, or required due to changes in the overall project;
 - 3. Providing services due to default or defective performance on the part of the construction contractor;
 - 4. Providing services to address unanticipated site conditions; or
 - 5. Providing other services beyond the scope of services described in the agreement.

III. Construction Phase

- A. Submittal Review: If Reid Middleton's services include review of construction contractor's submittals, review is conducted only for the limited purpose of checking for conformance of information given with the design concept expressed in Reid Middleton's drawings and specifications. Review of such submittals is not conducted for the purpose of determining the accuracy and completeness of details such as dimensions and quantities. When professional certification of a submittal by others is required by the drawings or specifications, Reid Middleton is entitled to rely upon such certification.
- B. Means and Methods: Reid Middleton shall not have control over, or charge of, and shall not be responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the construction. Reid Middleton shall not be responsible for the construction contractor's acts, errors, or omissions or for its failure to perform the construction in accordance with the drawings and specifications.

IV. Ownership of Documents

All drawings, specifications, electronic media, and other documents prepared by Reid Middleton for this project are instruments of Reid Middleton's service for use solely with respect to this project. Unless otherwise provided in writing, Reid Middleton shall be deemed to be the author of these documents and shall retain all common law, statutory and other reserved rights, including the copyright. The client shall be entitled to retain copies of the instruments of service for reference in connection with its use and occupancy of the project. Reid Middleton's drawings, specifications, electronic media, or other documents shall not be used by the client or by others on other projects or for additions to this project except by agreement in writing signed by Reid Middleton and with protection from liability for Reid Middleton. In addition, Reid Middleton's drawings, specifications, electronic media, or other documents shall not be used for completion of this project by others unless Reid Middleton is adjudged to be in default under the agreement. Submission or distribution of documents to meet regulatory requirements or for similar purposes in connection with this project is not to be construed as publication in derogation of Reid Middleton's reserved rights.

Reid Middleton, Inc.
Exhibit "B" Conditions of Agreement
For City of Kelso

V. Allocation of Risk

~~The client agrees that, to the fullest extent permitted by law, the aggregate liability of Reid Middleton, its officers, directors, employees, and consultants to the client for any and all injuries, claims, losses, expenses, damages and claim expenses arising out of or related to the agreement, from any cause or causes, including but not limited to negligence, errors, omissions, strict liability, breach of contract or breach of implied or expressed warranty shall not exceed \$100,000 or the total compensation received by Reid Middleton under the agreement, whichever is greater. The parties acknowledge that this limitation has been negotiated and reflects, among other things, the potential rewards and benefits of the project and the amount of compensation to be received.~~

VI. Dispute Resolution

- A. Mediation: In the event of a dispute arising out of or related to the agreement, or the breach or alleged breach hereof, which dispute cannot be resolved through negotiations between the parties, the parties agree that the dispute shall be submitted to nonbinding mediation. Unless the parties subsequently agree upon a different mediation service or mediator, the dispute shall be submitted to the American Arbitration Association, Seattle Tribunal, acting under its construction industry mediation rules and procedures. Either party may make the initial submission. Each party shall pay its own costs (including, if applicable, its attorney and expert witness costs) and one-half of the charge levied by the mediation service and mediator.
- B. Litigation: If any dispute is not resolved through nonbinding mediation, venue for litigation arising under or related to this agreement, or the breach or alleged breach hereof, shall be in **Cowlitz County**, Washington, Superior Court. The substantially prevailing party in litigation shall be awarded its costs, attorney fees and expert witness fees incurred for trial preparation, trial and, if applicable, any and all appeals.
- C. Arbitration: Nothing stated herein shall preclude the parties from later agreeing, by way of a document signed by both parties, to submit any such dispute to arbitration.
- D. Governing Law: The agreement shall be governed by the internal laws of the State of Washington.

VII. Miscellaneous

- A. Standard of Care: Reid Middleton intends to render its services in accordance with standards of professional practice currently prevailing in the locale of the project and for the intended use of this project. Without limiting the generality of the foregoing, Reid Middleton makes no warranties and offers no opinions as to matters affecting title which do not appear in the public records.
- B. Government Entities: Reid Middleton shall not be liable for damages resulting from the actions or inactions of governmental agencies. Reid Middleton does not guarantee that requisite permits or authorizations will be issued.
- C. Pollution and Hazardous Materials: Unless specifically stated to the contrary in the agreement, Reid Middleton shall have no responsibility for the discovery, presence, handling, removal or disposal of pollutants or hazardous materials (including but not limited to asbestos, asbestos products, PCB, lead, or other toxic substances) in any form at the project site. In no event shall Reid Middleton (or its officers, directors, employees or consultants) be liable for costs, losses or damages -- including but not limited to delay costs or damages due to personal injury, sickness or death, or damage to property -- resulting from or related to the presence of pollutants or hazardous materials at the project site.
- D. Independent Contractor: Reid Middleton is an independent contractor. Reid Middleton is not an employee or agent of the client.
- E. Subconsultants: Reid Middleton shall have the right to retain subconsultants to perform portions of the services under the agreement. If the client reasonably objects in writing to a particular subconsultant, Reid Middleton shall replace the subconsultant if it is mutually agreed to be in the best interests of the project.
- F. Assignment: Subject to the right to retain subconsultants, neither party shall assign the agreement or any rights under or related to the agreement without the written consent of the other, which consent may be withheld for any reason.
- G. Accrual: Causes of action between the parties related to or arising out of the agreement shall be deemed to have accrued, and the applicable statute of limitations shall commence to run, no later than the date on which Reid Middleton last performs substantial services under the agreement.
- H. Entire Agreement: The agreement, including these Conditions of Agreement, represents the entire and integrated agreement between the parties with respect to its subject matter and supersedes all prior and contemporaneous negotiations, representations and agreements, whether written or oral.

Reid Middleton, Inc.
Exhibit "B" Conditions of Agreement
For City of Kelso

Additional Items added for The City of Kelso

A. INDEMNIFICATION.

Consultant Indemnification. The Consultant shall defend, indemnify and hold the City, its officers, officials, employees and volunteers harmless from ~~any and all~~ claims, injuries, damages, losses or suits including attorney fees, arising out of or resulting from the acts, errors, or omissions of the Consultant in the performance of this Agreement, except for injuries and damages caused by the sole negligence of the City.

Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Consultant and the City, its officers, officials, employees, and volunteers, the Consultant's liability, including the duty and cost to defend, hereunder shall be only to the extent of the Consultant's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the Consultant's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Agreement.

B. INSURANCE.

The Consultant shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Consultant, their agents, representatives, employees or subconsultants.

1. Insurance Term. The Consultant shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Consultant, its agents, representatives, or employees.
2. No Limitation. Consultant's maintenance of insurance as required by the agreement shall not be construed to limit the liability of the Consultant to the coverage provided by such insurance, or otherwise limit the City's recourse to any remedy available at law or in equity.

Reid Middleton, Inc.
Exhibit "B" Conditions of Agreement
For City of Kelso

3. Minimum Scope of Insurance. Consultant shall obtain insurance of the types and coverage described below:
 - a. Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage.
 - b. Commercial General Liability insurance shall be at least as broad as ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, stop-gap independent contractors and personal injury and advertising injury. The City shall be named as an additional insured under the Consultant's Commercial General Liability insurance policy with respect to the work performed for the City using an additional insured endorsement at least as broad as ISO CG 20 26.
 - c. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.
 - d. Professional Liability insurance appropriate to the Consultant's profession.
4. Minimum Amounts of Insurance. Consultant shall maintain the following insurance limits:
 - a. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.
 - b. Commercial General Liability insurance shall be written with limits no less than \$1,000,000 each occurrence, \$2,000,000 general aggregate.
 - c. Professional Liability insurance shall be written with limits no less than \$1,000,000 per claim and \$1,000,000 policy aggregate limit.
5. Other Insurance Provision. The Consultant's Automobile Liability and Commercial General Liability insurance policies are to contain, or be endorsed to contain that they shall be primary insurance as respect the City. Any Insurance, self-insurance, or self-insured pool coverage maintained by

Reid Middleton, Inc.
Exhibit "B" Conditions of Agreement
For City of Kelso

the City shall be excess of the Consultant's insurance and shall not contribute with it.

6. **Acceptability of Insurers.** Insurance is to be placed with insurers with a current A.M. Best rating of not less than A:VII.
7. **Verification of Coverage.** Consultant shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the insurance requirements of the Consultant before commencement of the work.
8. **Notice of Cancellation.** The Consultant shall provide the City with written notice of any policy cancellation within two business days of their receipt of such notice.
9. **Failure to Maintain Insurance.** Failure on the part of the Consultant to maintain the insurance as required shall constitute a material breach of contract, upon which the City may, after giving five business days notice to the Consultant to correct the breach, immediately terminate the contract or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to the City on demand, or at the sole discretion of the City, offset against funds due the Consultant from the City.
10. **City Full Availability of Consultant Limits.** If the Consultant maintains higher insurance limits than the minimums shown above, the City shall be insured for the full available limits of Commercial General and Excess or Umbrella liability maintained by the Consultant, irrespective of whether such limits maintained by the Consultant are greater than those required by this contract or whether any certificate of insurance furnished to the City evidences limits of liability lower than those maintained by the Consultant.

**Exhibit C
Engineering Scope of Services
City of Kelso**

**Southwest Washington Regional Airport
Perimeter Fence and Beacon Replacement
Construction Administration**

A. PROJECT DESCRIPTION

The Southwest Washington Regional Airport (Airport) has authorized Reid Middleton (Consultant) to provide construction administration services for a perimeter fence system to be constructed along Talley Way beginning at the southern corner of an existing chain link fence at the Watkins material yard and running south along the Airport property line and Talley Way. The project limit will be the southern terminus of the property line at Talley Way. In addition, the project will include construction of a new electric gate at the west side Airport access from South Pacific Avenue, next to the Airport office. In summary, the project will include approximately 2,200 feet of fence and one electrical double swing gate. This project will provide better Airport security along Talley Way and streamline access through the west side gate for Airport tenants and users.

The Airport has authorized the Consultant to provide construction administration services for the replacement of the existing rotating beacon and beacon tower. The existing rotating beacon support structure is structurally deficient and in need of replacement, and the existing beacon is approximately 13 years old and was retrofit to be installed in the existing tower.

The Consultant and its subconsultant, Elcon Associates, shall provide construction administration and closeout services for the fence and beacon project. The Consultant will perform the engineering services detailed in the following sections.

B. SCOPE OF SERVICES

1. Project Administration and Coordination(Construction Phase)

The Consultant will provide assistance to the airport in administration, management, and general coordination with the project team, Airport, FAA, and the Contractor for the project following contractor award, through construction and closeout period of the project. This time duration is estimated at four weeks from contractor award to construction notice-to-proceed, six weeks for construction, and eight weeks for closeout. Project administration and coordination items include:

- 1.1 Provide project administration and management from award to notice-to-proceed.
- 1.2 Provide project administration and management during construction phase.
- 1.3 Provide project administration and management during post construction phase.
- 1.4 Provide monthly project billing/budget projections.
- 1.5 Prepare, coordinate, and submit an FAA grant application update for the contractor bid amount.
- 1.6 Prepare FAA quarterly Project/Grant Status Report and provide to the Airport for submission to the FAA.
- 1.7 City Building Permit preparation, City meeting and submission.

The Consultant will prepare a building permit, submit the permit documents, and provide follow-up with the City. Part of this effort will include a pre-submittal meeting with the City. The budget for this task assumes one City visit including travel.

2. Construction Assistance

The Consultant will provide construction assistance during the period of construction. A maximum construction duration of six weeks is budgeted.

2.1 Pre-Construction Meeting

The Consultant will conduct the pre-construction meeting. Assistance with the pre-construction meeting will include:

- 2.1.1 Develop meeting agenda, consistent with FAA AC 150/5370-12B, Appendix D, and conduct pre-construction meeting. Effort includes travel.
- 2.1.2 Develop and circulate meeting minutes.
- 2.1.3 Respond to questions raised during the meeting.

2.2 FAA Weekly Reports

The Consultant will prepare and submit weekly field reports to the FAA and the Airport Authority Board over the six-week construction duration which will include photos.

2.3 Progress Estimate Review

2.4.1 Review contractor monthly pay requests. (Assume 3)

2.4.2 Prepare monthly contractor progress pay estimates. (Assume 3)

2.4 Contractor Payroll Review

The Consultant will collect, review payroll records, and coordinate and reconcile with contractor any issues. Documentation will be prepared and provided to the Airport Sponsor.

2.5 Construction Submittals

Accept, log, and distribute the contractor's submittals, including shop drawings. Review and provide a response to the contractor's submittals, including shop drawings. Budget assumes three submittals.

2.6 Safety Plan Compliance Document (SPCD)

Accept and distribute the contractor's submittal of the SPCD. Review and provide a response to the contractor prepared SPCD. Budget assumes two submittals of the SPCD.

2.7 Prepare/Review Change Orders

2.7.1 Coordinate with the Airport and the FAA regarding issues requiring change orders (CO). Budget assumes three change orders.

2.7.2 Prepare CO documents and necessary revisions to the drawings and specifications. Budget assumes three change orders.

2.7.3 Prepare required cost analysis as outlined in the AIP Handbook for three change orders.

2.8 Interpretations and Field Directives

2.8.1 Provide technical assistance to clarify and interpret the contract documents when requested by the Airport or Contractor.

2.8.2 Consultant will review and respond to requests for information (RFIs). Budget assumes three RFI's.

2.8.3 Prepare construction change directives (CCDs). Budget assumes three change directives.

2.9 Field Engineering / Construction Observation

The Consultant will provide part-time construction observation for the duration of the project. Construction observer will oversee construction activities in observing key elements of construction to determine that the contractor is meeting the requirements in the contract documents.

Construction observation will include the following responsibilities and duties:

2.9.1 Construction observation will be provided as necessary to oversee construction activities. Construction observation will be performed by the Project Engineer. As part of this effort the Project Engineer will attend the weekly construction meetings. The budget for this task assumes eight site visits over the six week construction duration. Effort includes travel.

2.9.2 Record and document modifications or field deviations from the construction plans.

2.9.3 Measure and document construction pay quantities.

2.10 Off-site Technical Support

When not on site, the Consultant will provide off-site construction engineering support to assist with resolving project construction issues.

2.11 Conduct Final Completion Inspections

2.11.1 The Consultant will conduct a substantial completion walk-through with the Airport Manager and the Contractor, and develop a final punch list of work items. Effort includes travel.

2.11.2 A final on-site project inspection will be performed with the Airport to verify final punch list items are addressed and construction work is complete. Effort includes travel.

2.11.3 A final completion letter will be prepared by the Consultant and issued by the Airport to the Contractor.

2.12 Electrical Construction and Closeout Assistance

Elcon Associates will assist Reid Middleton with construction and closeout phases of the project for the electrical aspects of the project. This will include attendance at the pre-construction meeting, submittal review, response to RFI's (three), preparation of change order design modifications (one), on-site visit to address contractor questions and observing work (two visits), and attendance of the substantial completion walk-through. Elcon will also assist with preparation of the record drawings during the closeout phase of the project.

3. Project Closeout

- 3.1 Consultant will prepare project closeout report documentation per FAA requirements within Engineering Guidance 2013-12, items 1 and 4.
- 3.2 Consultant will visually inspect and verify the constructed improvements and prepare record drawings. Record drawings of the construction plans will be prepared and submitted to the Airport and FAA. Record drawings will be prepared from contractor red line markups and changes documented by the on-site observer.
- 3.3 Consultant will update the ALP Plan sheet (Sheet 1) for completed project record changes. The ALP update will include construction items. The construction record updating of the ALP drawing does not include any new planning elements. The ALP update is only to update the documents for completed construction items.

4 Additional Design Investigation

- 4.1 Perform an on-site beacon visibility assessment and beacon/tree height survey to determine design height and verify design location.
- 4.2 Analyze the findings from the on-site investigation performing a visibility analysis and beacon height determination necessary to provide unobscured light emission with the surrounding trees and buildings.

C. AIRPORT RESPONSIBILITIES

The Airport is responsible for the following project items:

- 1. Provide clearance/access to the Airport.

2. Submit Delphi eInvoicing FAA Reimbursement Requests through the project's duration.
3. Provide qualified personnel to perform required daily contract administration, engineering supervision, and construction inspection.
4. Maintain construction diary that documents daily work activities and contract time.
5. Provide meeting space and attend the pre-construction meeting and weekly construction meetings.
6. Attend the substantial completion and final completion walk-throughs.
7. The airport will coordinate with airport tenants regarding construction operations and aircraft usage of the airfield.
8. The airport will issue NOTAMs relating to changes on the airfield during construction.
9. The airport will be available to discuss project issues and make decisions relating to issues during construction.
10. The airport will be responsible to assist Reid Middleton in assessing on-site airfield conditions during construction and prior to re-opening areas to aircraft traffic.

D. DELIVERABLES

The following deliverables will be provided by Reid Middleton:

1. Construction administration paperwork including FAA weekly reports, construction submittal reviews, request for information responses, change orders, and quality assurance testing documentation.
2. Project/AIP Grant Closeout Report
 - a. Two copies of the Closeout Report shall be provided to the Airport.
 - b. One copy of the Closeout Report, signed by the Airport, shall be provided to the FAA.
 - c. One copy of the Closeout Report will be printed and retained by Reid Middleton.

3. Record Drawings
 - a. One set of full-size record drawings and one CD of the electronic drawings will be provided to the Airport. Electronic format will include pdf and AutoCAD.
 - b. One set of half-size (11x17) record drawings and one CD of the electronic drawings will be provided to the FAA.
4. ALP Plan Set Project Record Update
 - a. Two full-size (22x34) copies of the updated ALP (Plan Sheet 1) shall be provided to the Airport. An electronic copy of the plan will also be provided on a CD.
 - b. Four full-size (22x34) copies of the updated ALP (Plan Sheet 1) shall be provided to the FAA. An electronic copy of the plan will also be provided on a CD.

E. ASSUMPTIONS

The Scope of Services and estimated fees are based on the following assumptions:

1. A construction management plan is not required.
2. The daily construction report prepared by the Airport will be provided to Reid Middleton daily and will partially serve as the basis for the FAA weekly construction report that will be prepared by Reid Middleton.
3. This project is assumed to be categorically exempt by the FAA and preparation of a CATEX FAA checklist, biological assessment, and environmental assessment are not included in the scope.
4. This project is assumed to be categorically exempt from SEPA determination and preparation of a SEPA checklist is not included in the scope.
5. A DOE Notice of Intent application and Storm Water Pollution Prevention Plan (SWPPP) is not required for this project.
6. Wetland delineation, Corps of Engineer review, section 404 permitting, or other wetland agency review and permitting are not required for this project and are not included within this scope of work.
7. Construction surveying will be provided by the Contractor.

8. Quality control and assurance testing is to be performed by the contractor, and documentation provided to the consultant for verification.
9. Services will be performed under the guidelines of the *Required Contract Provisions for Airport Improvement Program and for Obligated Sponsors* as shown in Exhibit E.

F. PROJECT SCHEDULE

The construction project schedule is anticipated to be the following:

Advertising Date – March 2016

Bid Opening Date – April 2016

Note: A 90 day hold on the winning contractor's bid price will be required.

Notice-to-Proceed Date – July 2016

Project Completion – August 2016

This project schedule is tentative and is contingent upon FAA funding and Airport Board approval.

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16300 Christensen Rd, Suite 330
Seattle, Washington 98188

ELCON ASSOCIATES, INC.
ENGINEERS - CONSULTANTS

Phone: 206.243.5022
Fax: 206.243.5205

February 12, 2016

Mr. Don Barclay
Reid Middleton
728 134th Street SW
Suite 200
Everett, WA 98204

Subject: Electrical Engineering Services Proposal for SWRA Fence and Beacon CA

Dear Don,

Scope of Services:

Elcon Associates will assist Reid Middleton with construction and closeout phases of the project for the electrical aspects of the project. This will include attendance at the pre-construction meeting, submittal review, response to RFI's (three), preparation of change order design modifications (one), on-site visit to address contractor questions and observing work (two visits), and attendance of the substantial completion walk-through. Elcon will also assist with preparation of the record drawings during the closeout phase of the project.

Assumptions:

1. Our design contract will be on a lump-sum basis with a value and level of effort as detailed on the attached Fee Estimate.
2. Any modifications to this scope will be documented in writing prior to the work (email will suffice for a notice to proceed).
3. Fee rates shown on attached estimates are valid until Dec 2016. Work performed later will be subject to annual rate escalation.
4. Engineering work is subject to federal contract provisions.

Thank you for the opportunity to propose on this work. Please contact me if you have any questions.

Sincerely,



Dean C. Ralphs, P. E.
Sr. Engineer – ELCON ASSOCIATES, INC

Enclosures: SWRA Fence Beacon CA Fee

AGENDA SUMMARY SHEET

Business of the City Council City of Kelso, Washington

SUBJECT TITLE: Construction Services
Agreement with Reid Middleton – Sullivan
Hangar Demolition

Agenda Item: _____

Dept. of Origin: SW WA Regional Airport

For Agenda of: May 3, 2016

PRESENTED BY:
Steve Taylor

City Attorney: **Janean Parker**

City Manager: **Steve Taylor**

Agenda Item Attachments:

Professional Services Agreement – Construction Services Reid Middleton: Sullivan Hangar Demolition

SUMMARY STATEMENT:

Reid Middleton is the City's consulting engineer for FAA Airport Improvement Program projects conducted at the Southwest Washington Regional Airport. Construction services for the Sullivan Hangar Demolition Project will be provided by the engineering consultant for the estimated fee of \$68,250. All monies necessary to fund the construction services have been identified without financial impact to the City of Kelso.

RECOMMENDED ACTION:

Move to approve Agreement with Reid Middleton for Construction Services for the Sullivan Hangar Demolition Project in the amount of \$68,250.

April 26, 2016
File No. 232015.007.001

Mr. Steve Taylor
City of Kelso
203 South Pacific Avenue, Suite 205
Kelso, WA 98626

Subject: Agreement for Professional Services
Southwest Washington Regional Airport – Hangar Demolition
Construction Administration

Dear Mr. Taylor:

Thank you for considering Reid Middleton to provide professional engineering services for Southwest Washington Regional Airport – Hangar Demolition Construction Administration. We look forward to working with you on this project.

A. PROJECT UNDERSTANDING

The Southwest Washington Regional Airport (Airport) has authorized Reid Middleton (Consultant) to provide construction administration services for the demolition and removal of five existing T-hangar buildings (Sullivan Hangars), including Taxiway D and Taxiway E which loop around the hangars located on the west side and northern end of the Airport. These hangars penetrate the FAA Part 77 surface and will be replaced with new hangars that comply with Part 77 restrictions under a future project.

The Consultant shall provide construction administration and closeout services for the hangar demolition project.

B. SCOPE OF SERVICES

1. See Exhibit “C,” Engineering Scope of Services.
2. Additional services requested by City of Kelso.

C. PERIOD OF PERFORMANCE

Reid Middleton will begin services upon receipt of a signed agreement and will make every reasonable effort to complete the services in a timely manner considering the needs of the project.

EVERETT
728 134th Street SW
Suite 200
Everett, WA 98204
425 741-3800

www.reidmiddleton.com

D. CLIENT'S RESPONSIBILITIES

City of Kelso shall provide available pertinent data, documents, and other information to Reid Middleton as necessary to complete the services outlined in Section B above.

E. COMPENSATION

1. For services described in Section B, Item 1, Reid Middleton shall be paid on a "time-plus-expenses" basis using the rates indicated in the attached Exhibit "A," Schedule of Charges Effective July 1, 2015. We estimate the fee for this portion of the services to be \$68,250.
2. For services described in Section B, Item 2 (Additional Services), Reid Middleton shall be paid on a "time-plus-expense" basis in accordance with provisions of the attached Exhibit "A," Schedule of Charges Effective July 1, 2015, or on the basis of such other mutually satisfactory arrangements as may be negotiated.

F. REID MIDDLETON STAFF

Don Barclay will be the project manager primarily responsible for this job. However, other individuals at Reid Middleton will work on aspects of your project as required.

G. CONDITIONS OF AGREEMENT

The terms and conditions of the attached Exhibit "B," Conditions of Agreement, are included as part of this agreement.

We appreciate the opportunity to submit this proposed agreement. The terms of this agreement will become effective when confirmed by your signature within 30 days. If you wish to pursue this project after that time, this agreement may then be renegotiated. If the terms are acceptable, please sign your acceptance below and return one executed copy to Reid Middleton.

Mr. Steve Taylor
City of Kelso
April 26, 2016
File No. 232015.007.001
Page 3

If you have any questions or comments please call Don or me.

Sincerely,

Reid Middleton, Inc.



Kurt M. Addicott, P.E.
Director, Airport Group

ACCEPTED:

City of Kelso

By _____

Title _____

Date _____

Attachments

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Reid Middleton, Inc.
Exhibit "A" Schedule of Charges
Effective July 1, 2015 through June 30, 2016

I. Personnel	Hourly Rate
Principal	\$ 195.00 - \$ 240.00
Principal Engineer/Principal Planner/Principal Surveyor.....	\$ 195.00 - \$ 205.00
Senior Engineer/Senior Planner/Senior Surveyor.....	\$ 170.00 - \$ 190.00
Project Engineer/Project Designer/Project Surveyor/Project Planner	\$ 120.00 - \$ 160.00
Design Engineer/Designer II/Design Technician/Survey Crew Chief/ Technical Writer II/ Graphic Designer II	\$ 105.00 - \$ 125.00
Designer I/Planner/CAD Technician II	\$ 100.00 - \$ 110.00
Project Administrator	\$ 95.00 - \$ 105.00
CAD Technician I/Survey Technician/Technician/Technical Writer I	\$ 70.00 - \$ 100.00
 Survey Crew (2 Person/RTK/Robotic).....	 \$ 170.00
Survey Crew (3 Person/GPS).....	\$ 260.00

Expert Witness/Forensic Engineering..... 1.5 times usual hourly rate (4 hour minimum)

Individuals not in the regular employ of Reid Middleton may occasionally be engaged to meet specific project requirements. Charges for such personnel will be comparable to charges for regular Reid Middleton personnel.

A premium may be charged if project requirements make overtime work necessary.

II. Equipment	Rate
Design Software/Computer Aided Drafting	\$ 12.00/hour

III. Reimbursable Expenses	
Local Mileage - Automobile	\$ 0.65/mile
Local Mileage - Survey Truck	\$ 0.65/mile

Expenses that are directly attributable to the project are invoiced at cost plus 15%. These expenses include, but are not limited to, subconsultant or subcontractor services, travel and subsistence, communications, couriers, postage, fees and permits, document reproduction, special instrumentation and field equipment rental, premiums for additional insurance where required, special supplies, and other costs directly applicable to the project.

A new schedule of charges is issued and becomes effective July 1 each year. Charges for all work, including continuing projects initiated in prior years, will be based on the latest schedule of charges.

IV. Client Advances

Unless the parties agree otherwise in writing, charges for the following items shall be paid by the client directly, shall not be the responsibility of Reid Middleton, and shall be in addition to any fee stipulated in the agreement: government fees, including permit and review fees; soils testing fees and costs; charges for aerial photography; and charges for monuments. If Reid Middleton determines, in its discretion, to advance any of these costs in the interest of the project, the amount of the advance, plus a fifteen percent administrative fee, shall be paid by the client upon presentation of an invoice therefore.

Reid Middleton, Inc.
Exhibit "B" Conditions of Agreement
For City of Kelso

I. Payments

- A. Due Date: Fees and all other charges are billed monthly as services progress. The full amount of each invoice is due and payable thirty (30) days after the date of such invoice.
- B. Default: Any amount not paid within thirty (30) days of the billing date shall be considered delinquent and shall bear a delinquency charge of one percent (1%) per month (or, if lower, the maximum rate allowed by law) from the date of the invoice. Failure to make a payment by the due date is a substantial breach of a material term of the parties' agreement, and Reid Middleton may, at its option, suspend services or terminate this agreement in that event. The delinquency charge or payment thereof shall not extend the due date or affect the right to suspend services or terminate. Payments received on delinquent accounts will be applied first to accrued delinquency charges and then to the unpaid principal amount.

II. Additional Services

- A. Authorization: Reid Middleton shall notify the client if it believes that any direction given by the client or any circumstance presented by the project requires the performance of services beyond the scope of the agreement. If the client disagrees that the services are beyond the scope of the agreement, or if the client prefers that the identified services not be performed, it shall notify Reid Middleton within one week of its receipt of Reid Middleton's original notice. If no such notice is received, Reid Middleton shall be authorized to perform the identified services as Additional Services.
- B. Definition: Additional Services shall include, without limitation, the following:
 - 1. Replacing stakes unless destroyed by Reid Middleton;
 - 2. Making revisions to drawings, specifications, or other documents which are inconsistent with approvals or instructions previously given by the client, required due to changes in the law, or required due to changes in the overall project;
 - 3. Providing services due to default or defective performance on the part of the construction contractor;
 - 4. Providing services to address unanticipated site conditions; or
 - 5. Providing other services beyond the scope of services described in the agreement.

III. Construction Phase

- A. Submittal Review: If Reid Middleton's services include review of construction contractor's submittals, review is conducted only for the limited purpose of checking for conformance of information given with the design concept expressed in Reid Middleton's drawings and specifications. Review of such submittals is not conducted for the purpose of determining the accuracy and completeness of details such as dimensions and quantities. When professional certification of a submittal by others is required by the drawings or specifications, Reid Middleton is entitled to rely upon such certification.
- B. Means and Methods: Reid Middleton shall not have control over, or charge of, and shall not be responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the construction. Reid Middleton shall not be responsible for the construction contractor's acts, errors, or omissions or for its failure to perform the construction in accordance with the drawings and specifications.

IV. Ownership of Documents

All drawings, specifications, electronic media, and other documents prepared by Reid Middleton for this project are instruments of Reid Middleton's service for use solely with respect to this project. Unless otherwise provided in writing, Reid Middleton shall be deemed to be the author of these documents and shall retain all common law, statutory and other reserved rights, including the copyright. The client shall be entitled to retain copies of the instruments of service for reference in connection with its use and occupancy of the project. Reid Middleton's drawings, specifications, electronic media, or other documents shall not be used by the client or by others on other projects or for additions to this project except by agreement in writing signed by Reid Middleton and with protection from liability for Reid Middleton. In addition, Reid Middleton's drawings, specifications, electronic media, or other documents shall not be used for completion of this project by others unless Reid Middleton is adjudged to be in default under the agreement. Submission or distribution of documents to meet regulatory requirements or for similar purposes in connection with this project is not to be construed as publication in derogation of Reid Middleton's reserved rights.

Reid Middleton, Inc.
Exhibit "B" Conditions of Agreement
For City of Kelso

V. Allocation of Risk

~~The client agrees that, to the fullest extent permitted by law, the aggregate liability of Reid Middleton, its officers, directors, employees, and consultants to the client for any and all injuries, claims, losses, expenses, damages and claim expenses arising out of or related to the agreement, from any cause or causes, including but not limited to negligence, errors, omissions, strict liability, breach of contract or breach of implied or expressed warranty shall not exceed \$100,000 or the total compensation received by Reid Middleton under the agreement, whichever is greater. The parties acknowledge that this limitation has been negotiated and reflects, among other things, the potential rewards and benefits of the project and the amount of compensation to be received.~~

VI. Dispute Resolution

- A. Mediation: In the event of a dispute arising out of or related to the agreement, or the breach or alleged breach hereof, which dispute cannot be resolved through negotiations between the parties, the parties agree that the dispute shall be submitted to nonbinding mediation. Unless the parties subsequently agree upon a different mediation service or mediator, the dispute shall be submitted to the American Arbitration Association, Seattle Tribunal, acting under its construction industry mediation rules and procedures. Either party may make the initial submission. Each party shall pay its own costs (including, if applicable, its attorney and expert witness costs) and one-half of the charge levied by the mediation service and mediator.
- B. Litigation: If any dispute is not resolved through nonbinding mediation, venue for litigation arising under or related to this agreement, or the breach or alleged breach hereof, shall be in **Cowlitz** County, Washington, Superior Court. The substantially prevailing party in litigation shall be awarded its costs, attorney fees and expert witness fees incurred for trial preparation, trial and, if applicable, any and all appeals.
- C. Arbitration: Nothing stated herein shall preclude the parties from later agreeing, by way of a document signed by both parties, to submit any such dispute to arbitration.
- D. Governing Law: The agreement shall be governed by the internal laws of the State of Washington.

VII. Miscellaneous

- A. Standard of Care: Reid Middleton intends to render its services in accordance with standards of professional practice currently prevailing in the locale of the project and for the intended use of this project. Without limiting the generality of the foregoing, Reid Middleton makes no warranties and offers no opinions as to matters affecting title which do not appear in the public records.
- B. Government Entities: Reid Middleton shall not be liable for damages resulting from the actions or inactions of governmental agencies. Reid Middleton does not guarantee that requisite permits or authorizations will be issued.
- C. Pollution and Hazardous Materials: Unless specifically stated to the contrary in the agreement, Reid Middleton shall have no responsibility for the discovery, presence, handling, removal or disposal of pollutants or hazardous materials (including but not limited to asbestos, asbestos products, PCB, lead, or other toxic substances) in any form at the project site. In no event shall Reid Middleton (or its officers, directors, employees or consultants) be liable for costs, losses or damages -- including but not limited to delay costs or damages due to personal injury, sickness or death, or damage to property -- resulting from or related to the presence of pollutants or hazardous materials at the project site.
- D. Independent Contractor: Reid Middleton is an independent contractor. Reid Middleton is not an employee or agent of the client.
- E. Subconsultants: Reid Middleton shall have the right to retain subconsultants to perform portions of the services under the agreement. If the client reasonably objects in writing to a particular subconsultant, Reid Middleton shall replace the subconsultant if it is mutually agreed to be in the best interests of the project.
- F. Assignment: Subject to the right to retain subconsultants, neither party shall assign the agreement or any rights under or related to the agreement without the written consent of the other, which consent may be withheld for any reason.
- G. Accrual: Causes of action between the parties related to or arising out of the agreement shall be deemed to have accrued, and the applicable statute of limitations shall commence to run, no later than the date on which Reid Middleton last performs substantial services under the agreement.
- H. Entire Agreement: The agreement, including these Conditions of Agreement, represents the entire and integrated agreement between the parties with respect to its subject matter and supersedes all prior and contemporaneous negotiations, representations and agreements, whether written or oral.

Reid Middleton, Inc.
Exhibit "B" Conditions of Agreement
For City of Kelso

Additional Items added for The City of Kelso

A. INDEMNIFICATION.

Consultant Indemnification. The Consultant shall defend, indemnify and hold the City, its officers, officials, employees and volunteers harmless from ~~any and all~~ claims, injuries, damages, losses or suits including attorney fees, arising out of or resulting from the acts, errors, or omissions of the Consultant in the performance of this Agreement, except for injuries and damages caused by the sole negligence of the City.

Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Consultant and the City, its officers, officials, employees, and volunteers, the Consultant's liability, including the duty and cost to defend, hereunder shall be only to the extent of the Consultant's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the Consultant's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Agreement.

B. INSURANCE.

The Consultant shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Consultant, their agents, representatives, employees or subconsultants.

1. Insurance Term. The Consultant shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Consultant, its agents, representatives, or employees.
2. No Limitation. Consultant's maintenance of insurance as required by the agreement shall not be construed to limit the liability of the Consultant to the coverage provided by such insurance, or otherwise limit the City's recourse to any remedy available at law or in equity.

Reid Middleton, Inc.
Exhibit "B" Conditions of Agreement
For City of Kelso

3. Minimum Scope of Insurance. Consultant shall obtain insurance of the types and coverage described below:
 - a. Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage.
 - b. Commercial General Liability insurance shall be at least as broad as ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, stop-gap independent contractors and personal injury and advertising injury. The City shall be named as an additional insured under the Consultant's Commercial General Liability insurance policy with respect to the work performed for the City using an additional insured endorsement at least as broad as ISO CG 20 26.
 - c. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.
 - d. Professional Liability insurance appropriate to the Consultant's profession.

4. Minimum Amounts of Insurance. Consultant shall maintain the following insurance limits:
 - a. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.
 - b. Commercial General Liability insurance shall be written with limits no less than \$1,000,000 each occurrence, \$2,000,000 general aggregate.
 - c. Professional Liability insurance shall be written with limits no less than \$1,000,000 per claim and \$1,000,000 policy aggregate limit.

5. Other Insurance Provision. The Consultant's Automobile Liability and Commercial General Liability insurance policies are to contain, or be endorsed to contain that they shall be primary insurance as respect the City. Any Insurance, self-insurance, or self-insured pool coverage maintained by

Reid Middleton, Inc.
Exhibit "B" Conditions of Agreement
For City of Kelso

the City shall be excess of the Consultant's insurance and shall not contribute with it.

6. **Acceptability of Insurers.** Insurance is to be placed with insurers with a current A.M. Best rating of not less than A:VII.
7. **Verification of Coverage.** Consultant shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the insurance requirements of the Consultant before commencement of the work.
8. **Notice of Cancellation.** The Consultant shall provide the City with written notice of any policy cancellation within two business days of their receipt of such notice.
9. **Failure to Maintain Insurance.** Failure on the part of the Consultant to maintain the insurance as required shall constitute a material breach of contract, upon which the City may, after giving five business days notice to the Consultant to correct the breach, immediately terminate the contract or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to the City on demand, or at the sole discretion of the City, offset against funds due the Consultant from the City.
10. **City Full Availability of Consultant Limits.** If the Consultant maintains higher insurance limits than the minimums shown above, the City shall be insured for the full available limits of Commercial General and Excess or Umbrella liability maintained by the Consultant, irrespective of whether such limits maintained by the Consultant are greater than those required by this contract or whether any certificate of insurance furnished to the City evidences limits of liability lower than those maintained by the Consultant.

**Exhibit C
Engineering Scope of Services
City of Kelso**

**Southwest Washington Regional Airport
Hangar Demolition
Construction Administration**

A. PROJECT DESCRIPTION

The Southwest Washington Regional Airport (Airport) has authorized Reid Middleton (Consultant) to provide construction administration services for the demolition and removal of five existing T-hangar buildings (Sullivan Hangars), including Taxiway D and Taxiway E which loop around the hangars located on the west side and northern end of the Airport. These hangars penetrate the FAA Part 77 surface and will be replaced with new hangars that comply with Part 77 restrictions under a future project.

The Consultant shall provide construction administration and closeout services for the hangar demolition project. The Consultant will perform the engineering services detailed in the following sections.

B. SCOPE OF SERVICES

1. Project Administration and Coordination (Construction Phase)

The Consultant will provide assistance to the airport in administration, management, and general coordination with the project team, Airport, FAA, and the Contractor for the project following contractor award, through construction and closeout period of the project. This time duration is estimated at four weeks from contractor award to construction notice-to-proceed, six weeks for construction, and eight weeks for closeout. Project administration and coordination items include:

- 1.1 Provide project administration and management from award to notice-to-proceed.
- 1.2 Provide project administration and management during construction phase.
- 1.3 Provide project administration and management during post construction phase.
- 1.4 Provide monthly project billing/budget projections.

- 1.5 Prepare, coordinate, and submit an FAA grant application update for the contractor bid amount.
- 1.6 Prepare FAA quarterly Project/Grant Status Report and provide to the Airport for submission to the FAA.
- 1.7 City Building Permit preparation and submission.

Prepare a city building permit, submit the permit documents, and provide follow-up coordination with the City.
- 1.8 City Grading Permit preparation and submission

Prepare a city grading permit, submit the permit documents, and provide follow-up coordination with the City.
- 1.9 Clean Air Agency submittal preparation and submission

Prepare and submit project documents to clean air agency and provide follow-up coordination.
- 1.10 City permitting meeting

The Consultant will coordinate and attend one pre-submittal meeting with the City for the preparation of the City building and City grading permit. The budget for this task assumes one City visit including travel.
- 1.11 Prepare DOE Notice of Intent (NOI) Application

The Consultant will prepare and coordinate with the Airport for the submission of the application. The Airport will place the public notification advertisements.
- 1.12 Prepare DOE Storm Water Pollution Prevention Plan (SWPPP)

The Consultant will prepare the SWPPP. Following construction award, the Consultant will incorporate contractor specific information into the SWPPP.
- 1.13 Prepare SEPA

The Consultant will prepare a SEPA Checklist based on the proposed hangar demolition plan and utilizing readily available existing environmental records. No preparation of special reports is included in this task.

2. Construction Assistance

The Consultant will provide construction assistance during the period of construction. A maximum construction duration of six weeks is budgeted.

2.1 Pre-Construction Meeting

The Consultant will conduct the pre-construction meeting. Assistance with the pre-construction meeting will include:

2.1.1 Develop meeting agenda, consistent with FAA AC 150/5370-12B, Appendix D, and conduct pre-construction meeting. Effort includes travel.

2.1.2 Develop and circulate meeting minutes.

2.1.3 Respond to questions raised during the meeting.

2.2 FAA Weekly Reports

The Consultant will prepare and submit weekly field reports to the FAA and the Airport Authority Board over the six-week construction duration which will include photos.

2.3 Progress Estimate Review

2.3.1 Review contractor monthly pay requests. (Assume 3)

2.3.2 Prepare monthly contractor progress pay estimates. (Assume 3)

2.4 Contractor Payroll Review

The Consultant will collect, review payroll records, and coordinate and reconcile with contractor any issues. Documentation will be prepared and provided to the Airport Sponsor.

2.5 Construction Submittals

Accept, log, and distribute the contractor's submittals, including shop drawings. Review and provide a response to the contractor's submittals, including shop drawings. Budget assumes three submittals.

2.6 Safety Plan Compliance Document (SPCD)

Accept and distribute the contractor's submittal of the SPCD. Review and provide a response to the contractor prepared SPCD. Budget assumes two submittals of the SPCD.

2.7 Prepare/Review Change Orders

2.7.1 Coordinate with the Airport and the FAA regarding issues requiring change orders (CO). Budget assumes three change orders.

2.7.2 Prepare CO documents and necessary revisions to the drawings and specifications. Budget assumes three change orders.

2.7.3 Prepare required cost analysis as outlined in AIP Handbook for three change orders.

2.8 Interpretations and Field Directives

2.8.1 Provide technical assistance to clarify and interpret the contract documents when requested by the Airport or Contractor.

2.8.2 Consultant will review and respond to requests for information (RFIs). Budget assumes three RFI's.

2.8.3 Prepare construction change directives (CCDs). Budget assumes two change directives.

2.9 Field Engineering / Construction Observation

The Consultant will provide part-time construction observation for the duration of the project. Construction observer will oversee construction activities in observing key elements of construction to determine that the contractor is meeting the requirements in the contract documents.

Construction observation will include the following responsibilities and duties:

2.9.1 Construction observation will be provided as necessary to oversee construction activities. Construction observation will be performed by the Project Engineer. As part of this effort the Project Engineer will attend and facilitate the weekly on-site construction meetings with the Contractor and Airport staff. The budget for this task assumes eight site visits over the six week construction duration. Effort includes travel.

- 2.9.2 Record and document modifications or field deviations from the construction plans.
- 2.9.3 Measure and document construction pay quantities.
- 2.10 Off-site Technical Support
 - When not on-site, the Consultant will provide off-site construction engineering support to assist with resolving project construction issues.
- 2.11 Conduct Final Completion Inspections
 - 2.11.1 The Consultant will conduct a substantial completion walk-through with the Airport Manager and the Contractor, and develop a final punch list of work items. Effort includes travel.
 - 2.11.2 A final on-site project inspection will be performed with the Airport to verify final punch list items are addressed and construction work is complete. Effort includes travel.
 - 2.11.3 A final completion letter will be prepared by the Consultant and issued by the Airport to the Contractor.
- 3. Project Closeout
 - 3.1 Consultant will prepare project closeout report documentation per FAA requirements within Engineering Guidance 2013-12, items 1 and 4.
 - 3.2 Consultant will visually inspect and verify the constructed improvements and prepare record drawings. Record drawings of the construction plans will be prepared and submitted to the Airport and FAA. Record drawings will be prepared from contractor red line markups and changes documented by the on-site observer.
 - 3.3 Consultant will update the ALP Plan sheet (Sheet 1) for completed project record changes. The ALP update will include construction items. The construction record updating of the ALP drawing does not include any new planning elements. The ALP update is only to update the documents for completed construction items.

C. AIRPORT RESPONSIBILITIES

The Airport is responsible for the following project items:

1. Provide clearance/access to the Airport.
2. Submit Delphi eInvoicing FAA Reimbursement Requests through the project's duration.
3. Provide qualified personnel to perform required daily contract administration, engineering supervision, and construction inspection.
4. Maintain construction diary that documents daily work activities and contract time.
5. Provide meeting space and attend the pre-construction meeting and weekly construction meetings.
6. Attend the substantial completion and final completion walk-throughs.
7. The airport will coordinate with airport tenants regarding construction operations and aircraft usage of the airfield.
8. The airport will issue NOTAMs relating to changes on the airfield during construction.
9. The airport will be available to discuss project issues and make decisions relating to issues during construction.
10. The airport will be responsible to assist Reid Middleton in assessing on-site airfield conditions during construction and prior to re-opening areas to aircraft traffic.

D. DELIVERABLES

The following deliverables will be provided by Reid Middleton:

1. Construction administration paperwork including FAA weekly reports, construction submittal reviews, request for information responses, change orders, and quality assurance testing documentation.
2. Project/AIP Grant Closeout Report
 - a. Two copies of the Closeout Report shall be provided to the Airport.

- b. One copy of the Closeout Report, signed by the Airport, shall be provided to the FAA.
 - c. One copy of the Closeout Report will be printed and retained by Reid Middleton.
3. Record Drawings
- a. One set of full-size record drawings and one CD of the electronic drawings will be provided to the Airport. Electronic format will include pdf and AutoCAD.
 - b. One set of half-size (11x17) record drawings and one CD of the electronic drawings will be provided to the FAA.
4. ALP Plan Set Project Record Update
- a. Two full-size (22x34) copies of the updated ALP (Plan Sheet 1) shall be provided to the Airport. An electronic copy of the plan will also be provided on a CD.
 - b. Four full-size (22x34) copies of the updated ALP (Plan Sheet 1) shall be provided to the FAA. An electronic copy of the plan will also be provided on a CD.

E. ASSUMPTIONS

The Scope of Services and estimated fees are based on the following assumptions:

1. A construction management plan is not required.
2. The daily construction report prepared by the Airport will be provided to Reid Middleton daily and will partially serve as the basis for the FAA weekly construction report that will be prepared by Reid Middleton.
3. This project is assumed to be categorically exempt by the FAA and preparation of a CATEX FAA checklist, biological assessment, and environmental assessment are not included in the scope.
4. Wetland delineation, Corps of Engineer review, section 404 permitting, or other wetland agency review and permitting are not required for this project and are not included within this scope of work.
5. Electrical permits are not required or included within this contract effort. Electrical permits will be the responsibility of the Contractor.

6. Construction surveying will be provided by the Contractor.
7. Quality control and assurance testing is to be performed by the Contractor, and documentation provided to the Consultant for verification.
8. Services will be performed under the guidelines of the *Required Contract Provisions for Airport Improvement Program and for Obligated Sponsors* as shown in Exhibit D.

F. PROJECT SCHEDULE

The construction project schedule is anticipated to be the following:

Advertising Date – March 2016

Bid Opening Date – April 2016

Note: A 90 day hold on the winning contractor's bid price will be required.

Notice-to-Proceed Date – July 2016

Project Completion – August 2016

This project schedule is tentative and is contingent upon FAA funding and Airport Board approval.

kab\DOC\23Ap\15\007 Kelso Sullivan Hangar Demo\contracts\CA Hangar Demo Const Admin Scope.docx\deb



Estimate of Professional Services

728 134th Street SW
Everett, WA 98204
(425) 741-3800
(425) 741-3900 FAX

PROJECT: Hangar Demolition Construction Administration
CLIENT: SW WA Regional Airport
PROJ. NO: 232015.007
FILE: H:\23151007 Kelso Sullivan Hangar Demol\contracts\Const Admin\CA Hangar Demo Fee Est.xls

BY: kma CHKD BY: kab 12/9/15
DATE: 11/13/15 Revised: 4/25/16

Task No.	Description	Principal	Project Manager Senior Engr	Project Engineer	Design Engr	Designer II	PA	Tech Writer II	Total Labor hours	Total DSC	OH Factor	DSC + OH	Mileage	Travel & Misc cost	Subs cost	Total Reimb	Labor & Reimb	
	Hourly Rate	\$67.15	\$51.15	\$38.50	\$30.40	\$30.40	\$31.85	\$31.25			213.30%		\$0.540			10%		
1 Project Administration																		
1.1	Project Admin Award to NTP (3 hrs/wk @ 4 wks)		4	8			2		14	560.3	1195.12	1,755				0	1,755	
1.2	Project Admin Construction Period (3 hrs/wk @ 6 wks)		4	14					18	715.6	1526.37	2,242				0	2,242	
1.3	Project Admin Post Const (2 hrs/wk @ 8 wks)		4	12					16	642.6	1370.67	2,013				0	2,013	
1.4	Project Monthly Billing/budget Projections (4 mo @ 3 hrs/mo)			4			8		12	400.8	854.906	1,256				0	1,256	
1.5	Prepare/Update FAA Const/Grant Application w/Bid Numbers		1	4					5	197.15	420.521	618				0	618	
1.6	Prepare FAA Qtrly Report			2					2	73	155.709	229				0	229	
1.7	City Building Permit Preparation & Submission			8					8	292	622.836	915				0	915	
1.8	City Grading Permit Preparation & Submission			8					8	292	622.836	915				0	915	
1.9	Clean Air Agency Submittal Preparation & Submission			8					8	292	622.836	915				0	915	
1.10	City Permitting Meeting		8	8					16	701.2	1495.66	2,197	173			172.8	2,370	
1.11	Prepare DOE NOI application			4	4			2	10	330.1	704.103	1,034				0	1,034	
1.12	Prepare SWPPP				32			8	40	1222.8	2608.23	3,831				0	3,831	
1.13	Prepare SEPA				28			4	32	976.2	2082.23	3,058				0	3,058	
									0	0	0	0				0	0	
	Subtotal Task 1	0.0	21.0	80.0	64.0	0.0	10.0	14.0	0.0	189.0	6,696.1	14,282.1	20,978.1	173	0	0	173	21,151.1

2 Construction Assistance																		
2.1	Pre-Construction Meeting								0	0	0	0				0	0	
2.1.1	Develop Meeting Agenda & Conduct Pre-Con Meeting		2	12					14	540.3	1152.48	1,693	173			172.8	1,866	
2.1.2	Meeting Minutes			2					2	73	155.709	229				0	229	
2.1.3	Respond to Follow-up Questions			4					4	146.3	311.418	457				0	457	
2.2	FAA Weekly Reports (6 weeks)			6					6	219	467.127	686				0	686	
2.3	Progress Estimate Review			0					0	0	0	0				0	0	
2.3.1	Review Contractor Pay Requests (Assume 3)			6					6	219	467.127	686				0	686	
2.3.2	Prepare Progress Payments (Assume 3)			6					6	219	467.127	686				0	686	
2.4	Review Payroll Records (6 weeks)							30	30	937.5	1999.69	2,937				0	2,937	
2.5	Construction Submittals (3)				12				12	384.8	778.118	1,143				0	1,143	
2.6	Safety Plan Compliance Document (SPCD)			4					4	146	311.418	457				0	457	
2.7	Prepare/Review Change Orders								0	0	0	0				0	0	
2.7.1	Coordination Regarding Change Orders (3)		1	6					7	270.15	576.23	846				0	846	
2.7.2	Prepare Change Order Documentation (3)				6				6	182.4	389.059	571				0	571	
2.7.3	Cost Justification Analysis (3)				6				6	182.4	389.059	571				0	571	
2.8	Interpretations and Field Directives								0	0	0	0				0	0	
2.8.1	Technical Clarifications		1	4					5	197.15	420.521	618				0	618	
2.8.2	Respond to RFI's (Assume 3)		1	6					7	270.15	576.23	846				0	846	
2.8.3	Prepare Change Directives (Assume 2)		1	6					7	270.15	576.23	846				0	846	
2.9	Field Engineering / Construction Observation								0	0	0	0				0	0	
2.9.1	On-Site Const Observation/Coord/Weekly Mtg (8 visits)			96					96	3504	7474.03	10,978	1,382	240		1622.4	12,600	
2.9.2	Document Deviations			2					2	73	155.709	229				0	229	
2.9.3	Document Pay Quantities			8					8	292	622.836	915				0	915	
2.10	Off-site Technical Support		8		8				16	652.4	1391.57	2,044				0	2,044	
2.11	Final Inspection & Verification								0	0	0	0				0	0	
2.11.1	Substantial Completion Walk-Through			8					8	292	622.836	915	173			172.8	1,088	
2.11.2	Final walk-through verification of punch list completion			8					8	292	622.836	915	173			172.8	1,088	
2.11.3	Prepare and issue completion letter			2					2	73	155.709	229				0	229	
									0	0	0	0				0	0	
	Subtotal Task 2	0.0	14.0	186.0	32.0	0.0	0.0	30.0	0.0	282.0	9,415.1	20,083.1	29,498.1	1,901	240	0	2,141	31,639.1

3 Project Closeout																		
3.1	Project Closeout Report & Documents		4.0	20.0	20.0			24.0	68.0	2,293	4,890	7,183		200		200	7,383	
3.2	Record Drawings			2.0	8.0				10.0	316	674	991		200		200	1,191	
3.3	ALP Plan sheet Update			4.0	4.0				8.0	268	571	838		100		100	938	
									0.0	0	0	0				0	0	
	Subtotal Task 3	0.0	4.0	28.0	32.0	0.0	0.0	24.0	0.0	86.0	2,876.1	6,135.1	9,012.1	0	500	0	500	9,512.1
TOTAL HOURS		0.0	39.0	292.0	128.0	0.0	10.0	68.0	0.0	537.0	18,988.1	40,500.1	59,488.1	2,074	740	0	2,814	62,302.1
Total Cost		0	1,995	10,658	3,891	0	319	2,125	0	18,988								
Percent of Total Hours		0%	7%	54%	24%	0%	2%	13%	0%									

Assumptions		Project Duration		Avg Wkly	
Direct Nonsalary Expenses			18 Wks		\$3,792
Travel 12 trips @ (320 mi x \$0.54)	\$2,074				
Per Diem 11 @ \$30	\$330				
Reproduction	\$500				
Subconsultants	\$0				
Total Direct Nonsalary Expenses	\$2,814				
Total Direct Salary Cost (DSC)				\$18,988	
Overhead (213.30% of DSC)				\$40,500	
Total Labor Cost				\$59,488	
Fixed Fee 10% of Total Labor Cost				\$5,949	
Subtotal				\$65,437	
Total Direct Nonsalary Expenses				\$2,814	
TOTAL COST (Total Labor, Fixed Fee & Expenses)				\$68,251	

AGENDA SUMMARY SHEET

Business of the City Council City of Kelso, Washington

SUBJECT TITLE: AN ORDINANCE OF THE CITY COUNCIL OF KELSO, WASHINGTON ADOPTING AN UPDATED SHORELINE MASTER PROGRAM AND SHORELINE MAP, AGREEING TO CHANGES PROPOSED BY THE WASHINGTON STATE DEPARTMENT OF ECOLOGY, AND AUTHORIZING THE SUBMITTAL OF THE UPDATED SHORELINE MASTER PROGRAM FOR FINAL APPROVAL.

Agenda Item: _____

Dept. of Origin: _____ City Manager _____

For Agenda of: _____ May 3, 2016 _____

Originator: _____ Amy Mullerleile _____

City Attorney: Janean Parker

City Manager: Steve Taylor

PRESENTED BY:

Steve Taylor

Agenda Item Attachments:

Ordinance

[Kelso Shoreline Master Program](#)

http://www.kelso.gov/sites/default/files/docs/kelso_smp_doe_adoption_draft_wout_tc_04-14-16.pdf

[Appendix B - Shoreline Environmental Designation Map](#)

http://www.kelso.gov/sites/default/files/docs/appx_b_sed_map.pdf

[Appendix C – Critical Areas Regulations](#)

http://www.kelso.gov/sites/default/files/docs/appx_c_cao_clean.pdf

Exhibit A – Redline KMC 18.08

SUMMARY STATEMENT:

The City began the process of updating the Shoreline Master Program (SMP) in 2012 in concert with several other Cowlitz County jurisdictions funded by a grant from the Department of Ecology. After numerous challenges and leadership changes the City hired Gregg Dohrn to help facilitate the completion of the document with the previously selected consultant Parametrix.

A series of public involvement opportunities were presented including the formation of a technical advisory committee and a public hearing at the May 12, 2015 Planning Commission meeting. On June 9, 2015 the Planning Commission recommended the City Council adopt the proposed Shoreline Master Program. A few minor changes were made in response to the public comments that were received and Gregg Dohrn gave a presentation to Council on the draft document at the Council meeting on June 16, 2015. On July 7, 2015 the City Council adopted Resolution No. 15-1137

expressing the intent to adopt the draft and authorizing its submittal to the Washington State Department of Ecology (DOE) for final approval.

Since its submission DOE has distributed the document to interested parties and agencies, provided a 30 public comment period, and performed considerable staff review of the proposed Program. DOE provided the City with a list of required and recommended changes to comply with the statutory requirements of the Washington State Shoreline Management Act. On April 1, 2016 the Director of DOE issued the City a conditional letter of approval stating that if the City agrees to DOE's required and recommended changes they were prepared to take final action to approve the Program and it would go into effect 14 days later. The City has agreed to those recommended and required changes and they are reflected in the exhibits accompanying this item. The proposed ordinance will adopt the SMP and accompanying documents and make the new program effective 14 days after DOE's final action.

This ordinance also repeals KMC 18.08 which adopts the current SMP by reference. A similar reference will be placed in the updated development regulations that are currently under review by staff and will be brought forward for Council consideration in the fall. This will not impact the implementation of the Program in the interim and will reduce redundancy in amendments to the KMC.

The SMP is a comprehensive regulatory document which contains many complex and technical components; all of these documents will be made available via the City's [website](#) but the provisions contained in the body of the [Kelso Shoreline Master Program](#), [Appendix B - Shoreline Environmental Designation Map](#), and [Appendix C – Critical Areas Regulations](#) are the crux of the Program.

RECOMMENDED ACTION:

Make a motion to approve Ordinance adopting the updated Shoreline Master Program and Shoreline Environmental Designation Map on second reading.

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF KELSO, WASHINGTON ADOPTING AN UPDATED SHORELINE MASTER PROGRAM AND SHORELINE MAP, AGREEING TO CHANGES PROPOSED BY THE WASHINGTON STATE DEPARTMENT OF ECOLOGY, AND AUTHORIZING THE SUBMITTAL OF THE UPDATED SHORELINE MASTER PROGRAM FOR FINAL APPROVAL.

WHEREAS, the City of Kelso adopted a Shoreline Master Program in 1977 in accordance with the provisions of the Washington State Shoreline Management Act; and

WHEREAS, the City has now completed a process to update its Master Program as required by state law in accordance with state regulations and state guidelines; and

WHEREAS, the City of Kelso has conducted an extensive public process to review and update the Shoreline Master Program including a public visioning meeting, several public workshops, public meetings of a technical advisory committee, consultation with affected private property owners and public agencies, and public meetings of the City Planning Commission and City Council; and

WHEREAS, the City has conducted an environmental review of the proposed updated Shoreline Master Program and has issued a Determination of Non-Significance in accordance with the provisions of the Washington State Environmental Policy Act; and

WHEREAS, the City Council met with the City Planning Commission on April 21, 2015 to receive a report on the status of the draft updated Shoreline Master Program and to discuss the most recent comments provided by the Washington State Department of Ecology; and

WHEREAS, the City Planning Commission conducted a public hearing on May 12, 2015 to receive comments on the draft updated Shoreline Master Program; and

WHEREAS, on June 9, 2015 the City Planning Commission reviewed public comments and forwarded the draft updated Shoreline Master Program to the Kelso City Council with a recommendation to approve the document, subject to final approval by the Department of Ecology; and

WHEREAS, on July 7, 2015 the City Council reviewed the recommended updated Shoreline Master Program for the City of Kelso and adopted Resolution No. 15-1137 authorizing its submittal to the Washington State Department of Ecology for review and approval; and

WHEREAS, the Department of Ecology then reviewed the draft updated Shoreline Master Program submitted by the City and successfully distributed it for public review and comment in accordance with the provisions of RCW 90.58; and

WHEREAS, the City has further revised the updated Shoreline Master Program to respond to comments submitted to the Department of Ecology during the final public review

process as well as comments required and recommended by the Department of Ecology in order to meet statutory and guideline requirements; and

WHEREAS, on April 1, 2016 the Department of Ecology notified the City in writing that has conditionally approved the City's updated Shoreline Master Program subject to confirmation that the City accepts all required and recommended changes to the document.

NOW, THEREFORE,

THE CITY COUNCIL OF THE CITY OF KELSO DO ORDAIN AS FOLLOWS:

SECTION 1. Updated Kelso Shoreline Master Program Adopted. The City hereby adopts the updated Kelso Shoreline Master Program, as attached in Exhibit A, and as subsequently approved by the Washington State Department of Ecology.

SECTION 2. Updated Shoreline Map Adopted. The City hereby adopts the updated Shoreline Environmental Designation Map in substantially the same form as the map in Exhibit B, and as subsequently approved by the Washington State Department of Ecology as the Official Shoreline Map for the City of Kelso.

SECTION 3. Acceptance of Recommended and Required Changes. The City Manager is hereby authorized to notify the Department of Ecology that the City Council accepts and has incorporated all required and recommended changes from the Department Ecology into the updated Shoreline Master Plan, as attached in Exhibit A, and the updated Shoreline Map, as attached in Exhibit B. The City Manager is further authorized to take such action as may be necessary to complete the adoption process in accordance with the provisions of state law and to implement the updated Shoreline Master Program and Shoreline Map.

SECTION 4. Current Master Program Repealed. The current City of Kelso Shoreline Master Program, Shoreline Map, and Kelso Municipal Code Chapter 18.08 Shoreline Master Program Adopted, are hereby repealed on the effective date of the updated Shoreline Master Program.

SECTION 5. Severability. Should any section, paragraph, sentence, clause or phrase of this Ordinance, or its application to any person or circumstance, be declared unconstitutional or otherwise invalid for any reason, or should any portion of this Ordinance be pre-empted by state or federal law or regulation, such decision or pre-emption shall not affect the validity of the remaining portions of this Ordinance or its application to other persons or circumstances.

SECTION 6. Effective Date of the updated Shoreline Master Program and Map. The updated Shoreline Master Program and the updated Shoreline Map shall go into effect fourteen days following written notice by the Department of Ecology of final approval.

ADOPTED by the City Council and **SIGNED** by the Mayor this ____ day of _____
_____, 2016.

MAYOR

ATTEST/AUTHENTICATION:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

PUBLISHED: _____

Exhibit A

~~Chapter 18.08~~

~~SHORELINES MASTER PROGRAM ADOPTED~~

~~Sections:~~

~~18.08.010 — Adopted.~~

~~**18.08.010 — Adopted.**~~

~~The shorelines management master program for the county, prepared by the Cowlitz-Wahkiakum regional planning commission, December 18, 1973, and adopted by the county board of commissioners on August 17, 1977, as it now exists or as hereafter amended, three copies of which are on file with the city clerk, is adopted by this reference in its entirety as the shorelines management master program for the city insofar as the same is applicable. (Prior code § 15.08.010)~~