



CASTLE ROCK CITY COUNCIL AGENDA

Regular Meeting: Monday, January 9, 2023
7:30 PM

Location
Castle Rock Senior Center
222 Second Ave SW
Castle Rock, WA 98611

AGENDA

To join this meeting from your computer, tablet or smartphone: <https://global.gotomeeting.com/join/201632365>

To join this meeting using your phone: [+1 \(646\) 749-3112](tel:+16467493112) Access Code: 201-632-365 (Press *6 to speak)

New to GoToMeeting? Get the app now and be ready: <https://global.gotomeeting.com/install/201632365>

1. CALL TO ORDER

- a. Pledge of Allegiance
- b. Roll Call
- c. Changes to Agenda

2. PROCLAMATIONS & PRESENTATIONS

3. CITIZEN COMMENTS - maximum 2 minutes

4. DEPARTMENT REPORTS

- City Attorney Frank Randolph
- Police Chief Charlie Worley
- Public Works Director Dave Vorse
- City Engineer Tom Gower
- Clerk-Treasurer Carie Cuttonaro

5. COUNCIL AND AD HOC COMMITTEE REPORTS

- Mayor / Mayor Pro-Tempore / Councilmembers
 - 1. 2023 Committee and Departmental Appointments (page 3)
- CRCDA Representative

6. PUBLIC HEARINGS

7. CONSENT AGENDA

- a. Approve the minutes of the November 28, 2022 Regular Council Meeting. (page 4-7)
- b. Approve the minutes of the December 12, 2022 Regular Council Meeting. (page 8-10)
- c. Approve the December 2022 invoices as described in the Fund Transaction Summary Report in the amount of \$386,255.05. (page 11-12)

8. OLD BUSINESS

9. NEW BUSINESS

- a. On-Call Professional Engineering & Surveying Services Agreement with Gibbs and Olson, Inc. effective January 1, 2023 through December 31, 2026. (page 13-22)

b. Letter of Understanding between the City of Castle Rock and the Public Works Bargaining Unit, clarifying language regarding the Western Conference of Teamsters Pension Trust, as required by the Trust. (page 23-24)

10. OTHER BUSINESS

11. ADJOURNMENT

NEXT REGULAR COUNCIL MEETINGS:

<u>1Q23</u>	<u>2Q23</u>	<u>3Q23</u>	<u>4Q23</u>
January 09	April 10	July 10	October 09
January 23	April 24	July 24	October 23
February 13	May 08	August 14	November 13
February 27	May 22	August 28	November 27
March 13	June 12	September 11	December 11
March 27	June 26	September 25	Wednesday, December 27

Non-Discrimination Statement: This institution is an equal opportunity provider and employer. If you wish to file a Civil Rights program complaint of discrimination, complete the USDA Program Discrimination Complaint Form, found online at https://www.ascr.usda.gov/sites/default/files/Complain_combined_6_8_12_508_0.pdf or at any USDA office, or call 866.632.9992 to request the form. You may also write a letter containing all of the information requested in the form. Send your completed complaint form or letter by mail to USDA, Office of the Assistant Secretary for Civil Rights, 1400 Independence Ave, SW, Stop 9410, Washington, DC 20250-9410 or email to program.intake@usda.gov or by fax (202) 690-7442.

Title VI: The City of Castle Rock ensures compliance with Title VI of the Civil Rights Act of 1964 and American Disabilities Act of 1990 by prohibiting discrimination against any person on the basis of race, color, national origin, sex or disabilities in the provision of benefits and services from its federal assisted programs and activities. If you need special accommodations to participate in this meeting, please contact Carie Cuttonaro at 360.274.8181 by 9:00 a.m. three days prior to the meeting.

City Council may add and take action on other items not listed on this Agenda.

2023 Committee and Departmental Appointments

Council Liaison to City Departments	
Law Enforcement	Lee Kessler
Court	Earl Queen
Finance	Art Lee
Library	Ellen Rose
Parks/Public Works	Paul Simonsen

Committee Appointments	Appointed	Alternate
Mosquito Board	Paul Helenberg	
911 Authority Board	Charlie Worley	
Lower Columbia Community Action Council	Paul Helenberg	
Emergency Management Advisory Committee	Paul Helenberg	
Cowlitz Public Health Advisory Committee	Ellen Rose	
Cowlitz-Wahkiakum Council of Governments (CWCOG)	Paul Helenberg	Carie Cuttonaro
Regional Transportation Planning Organization (TAC)	Dave Vorse	
Southwest WA Regional Transportation Planning (SWRTPO)	Paul Simonsen	Dave Vorse
Regional Information Forum	Dave Vorse	Carie Cuttonaro
Cowlitz Economic Development Council	Paul Helenberg	
Watershed Management/Salmon Recovery Committee	Dave Vorse	Paul Helenberg
Regional Utility Board (2 Elected Reps)	Paul Helenberg	Art Lee
CDBG Home Rehab Committee	Ellen Rose	Art Lee
Chamber of Commerce	Paul Helenberg	Dave Vorse
CARE Coalition	Art Lee	Earl Queen
Housing Advisory Committee	Ellen Rose	
Vulnerable Adult Task Force	Charlie Worley	
Public Information Officer (PIO)	David Vorse	
Audit Committee Members (3) Meetings - Ellen Rose, Art Lee Signatures - Ellen Rose, Art Lee, Lee Kessler		

1. CALL TO ORDER

Mayor Paul Helenberg called the regular meeting of the Castle Rock City Council to order at 7:30 PM.

a. Pledge of Allegiance

Mayor Helenberg led the Pledge of Allegiance.

b. Roll Call

Councilmembers present: Art Lee, Lee Kessler, Earl Queen, Paul Simonsen, and Ellen Rose.

Staff present: Police Chief Charlie Worley, City Attorney Frank Randolph, Public Works Director Dave Vorse, City Engineer Tom Gower, and Clerk-Treasurer Carie Cuttonaro.

c. Changes to Agenda

New Business item added

e. Added request for a committee to be formed to review the possibility of adding an additional police officer position mid-year 2023.

2. PROCLAMATIONS & PRESENTATIONS

None

3. CITIZEN COMMENTS - please limit to 3 minutes

There were no citizen comments.

4. DEPARTMENT REPORTS

- City Attorney Frank Randolph
- Police Chief Charlie Worley
- Public Works Director Dave Vorse
- City Engineer Tom Gower
- Clerk-Treasurer Carie Cuttonaro

5. COUNCIL AND AD HOC COMMITTEE REPORTS

- Mayor / Mayor Pro-Tempore / Councilmembers
- CRCDA Representative

6. PUBLIC HEARINGS

a. Purpose: To take testimony on the proposed budget for fiscal year ending December 31, 2023, including a proposed 5% increase in all water rates, 3% increase in all sewer rates, and 3% increase in all stormwater rates. First Public Hearing was held on November 14, 2022 during the Regular Council Meeting. (page 4)

Mayor Paul Helenberg closed the regular council meeting and opened the public hearing at 7:33 PM.

There being no public comment, Mayor Paul Helenberg closed the public hearing and reopened the regular council meeting at 7:34 PM.

7. CONSENT AGENDA

Councilmember Queen made a motion, seconded by Rose to approve the Consent Agenda as presented. Motion carried by roll call vote. Councilmembers Lee, Kessler, Queen, Simonsen, and Rose voted 'Aye'.

a. Approve the minutes of the October 19, 2022 Special Council Meeting - Budget Workshop. (page 5)

b. Approve the minutes of the October 24, 2022 Regular Council Meeting. (page 6-9)

c. Approve the minutes of the November 14, 2022 Regular Council Meeting. (page 10-14)

8. OLD BUSINESS

a. Ordinance No. 2022-12, an ordinance amending the budgetary appropriations for fiscal year ending December 31, 2022 for the City of Castle Rock, Washington to include the following funds: General (Police, Planning), Streets, Visitor Center, Local Criminal Justice, Regional Sewer, Stormwater, Stormwater Capital, Transportation Benefit District, on second reading. (page 15-16)

Councilmember Kessler made a motion, seconded by Queen to approve Ordinance No. 2022-12. Motion carried by roll call vote. Councilmembers Lee, Kessler, Queen, Simonsen, and Rose voted 'Aye'.

b. Ordinance No. 2022-13, an ordinance amending, City of Castle Rock, Municipal Code Chapter 13.16 Retail Water Sales, on second reading. (page 17)

Councilmember Queen made a motion, seconded by Rose to approve Ordinance No. 2022-13. Motion carried by roll call vote. Councilmembers Lee, Kessler, Queen, Simonsen, and Rose voted 'Aye'.

c. Resolution No. 2022-09, a resolution relating to setting rates and minimum charge for water and sewer services to City of Castle Rock customers, and amending Resolution No. 2021-09, on second reading. (page 18-20)

Councilmember Kessler made a motion, seconded by Lee to approve Resolution No. 2022-09. Motion carried by roll call vote. Councilmembers Lee, Kessler, Queen, Simonsen, and Rose voted 'Aye'.

d. Ordinance No. 2022-14, an ordinance amending, in part, City of Castle Rock, Washington, Municipal Ordinance No. 2021-14, Stormwater Management Services by amending charges for all

classifications, on second reading. (page 21-22)

Councilmember Lee made a motion, seconded by Queen to approve Ordinance No. 2022-14.

Motion carried by roll call vote. Councilmembers Lee, Kessler, Queen, Simonsen, and Rose voted 'Aye'.

e. Ordinance No. TBD-2022-01, an ordinance adopting the budget of the Castle Rock City Transportation Benefit District, Castle Rock, Washington for the fiscal year ending December 31, 2023, on second reading. (page 23-24)

Councilmember Lee made a motion, seconded by Rose to approve Ordinance No. TBD-2022-01.

Motion carried by roll call vote. Councilmembers Lee, Kessler, Queen, Simonsen, and Rose voted 'Aye'.

f. Ordinance No. 2022-15, an ordinance adopting the budget of the City of Castle Rock, Washington for the fiscal year ending December 31, 2023, on second reading. (page 25-27)

Councilmember Rose made a motion, seconded by Kessler to approve Ordinance No. 2022-15.

Motion carried by roll call vote. Councilmembers Lee, Kessler, Queen, Simonsen, and Rose voted 'Aye'.

9. NEW BUSINESS

a. Review and approval of the 2023 - 2028 Capital Facility Plan. (page 28-44)

Public Works Director David Vorse presented.

Councilmember Kessler made a motion, seconded by Rose to approve the 2023 - 2028 Capital Facility Plan. Motion carried by roll call vote. Councilmembers Lee, Kessler, Queen, Simonsen, and Rose voted 'Aye'.

b. Castle Rock Public Library Board of Trustees recommends an increase in fees for Non-Resident Library Members. Recommendation includes an increase in the amount of \$10.00 from \$25.00 to \$35.00 for a one-year membership and an increase in the amount of \$5.00 from \$15.00 to \$20.00 for a six-month membership. (page 45)

Mayor Paul Helenberg provided comment.

Public Works Director David Vorse provided comment.

Councilmember Lee Kessler provided comment.

Item tabled for further research.

c. Confirm appointment of District Court Judge Kevin G. Blondin in addition to current appointments of Judges M. Jamie Imboden, John A. Hays as part-time judges of the Castle Rock Municipal Court. (page 46-47)

Councilmember Kessler made a motion, seconded by Queen to confirm the appointment. Motion carried by roll call vote. Councilmembers Lee, Kessler, Queen, Simonsen, and Rose voted 'Aye'.

d. Special Event Permit #2022-0030; Castle Rock Community Development Alliance (CRCDA) - Festival of Lights; December 10, 2022 between 10:00 AM and 10:00 PM; insurance not yet received. Request for street closures include:

- Cowlitz St E and W from the railroad tracks to 3rd Ave SW
- Front Ave NW and SW from A St SW to the Pastime

- 100 Block of: 1st Ave SW, 2nd Ave SW, and 3rd Ave SW

(page 48-55)

Mayor Paul Helenberg provided comment.

Councilmember Lee Kessler provided comment.

Public Works Director David Vorse provided comment.

Clerk-Treasurer Carie Cuttonaro provided comment.

Councilmember Rose made a motion, seconded by Lee to approve. Motion carried by roll call vote. Councilmembers Lee, Kessler, Queen, Simonsen, and Rose voted 'Aye'.

e. *Added Item*

Request to form a committee to review the possibility of adding an additional police officer position mid-year 2023.

Committee members are:

Councilmember Lee Kessler

Mayor Paul Helenberg

Police Chief Charlie Worley

Clerk-Treasurer Carie Cuttonaro

10. OTHER BUSINESS

Mayor Paul Helenberg would like to know if there is an interest in naming the 'Boat Launch Road'.

Public Works Director David Vorse provided a comment.

Police Chief Charlie Worley provided comment.

Clerk-Treasurer Cuttonaro provided comment.

11. ADJOURNMENT

There being no further business, Mayor Helenberg adjourned the meeting at 8:04 PM.

Mayor Paul Helenberg

Clerk-Treasurer Carie Cuttonaro

1. CALL TO ORDER

Mayor Paul Helenberg called the regular meeting of the Castle Rock City Council to order at 7:30 PM.

a. Pledge of Allegiance

Mayor Helenberg led the Pledge of Allegiance.

b. Roll Call

Councilmembers present: Art Lee, Lee Kessler, Earl Queen, Paul Simonsen, and Ellen Rose.

Staff present: Police Chief Charlie Worley, City Attorney Frank Randolph, Public Works Director Dave Vorse, Public Works Senior Operator Tyler Stone, City Engineer Tom Gower, and Clerk-Treasurer Carie Cuttonaro.

c. Changes to Agenda

2. PROCLAMATIONS & PRESENTATIONS

3. CITIZEN COMMENTS - please limit to 3 minutes

Eldon Hunter from Mt St Helens Motorcycle Club will speak after business items.

4. DEPARTMENT REPORTS

- City Attorney Frank Randolph
- Police Chief Charlie Worley
- Public Works Director Dave Vorse
- City Engineer Tom Gower
- Clerk-Treasurer Carie Cuttonaro

5. COUNCIL AND AD HOC COMMITTEE REPORTS

- Mayor / Mayor Pro-Tempore / Councilmembers
Mayor Paul Helenberg gave a verbal report.
- CRCDA Representative

6. PUBLIC HEARINGS

7. CONSENT AGENDA

Councilmember Queen made a motion, seconded by Lee to approve the Consent Agenda as presented. Motion carried by roll call vote. Councilmembers Lee, Kessler, Queen, Simonsen, and Rose voted 'Aye'.

- a. Approve the November 2022 invoices as described in the Fund Transaction Summary Report in the

amount of \$485,620.93. (page 3-4)

8. OLD BUSINESS

9. NEW BUSINESS

a. Request for Public Works to purchase 2007 Ford Expedition from the Police Department in the amount of \$3,500. Vehicle was approved for surplus on September 12, 2022.

Public Works Director David Vorse provided comment.

Councilmember Kessler made a motion, seconded by Queen to approve Public Works' purchase of the Police Department's 2007 Expedition in the amount of \$3,500. Motion carried by roll call vote.

Councilmembers Lee, Kessler, Queen, Simonsen, and Rose voted 'Aye'.

b. AC Management, 864 Walsh Ave NE, requests a utility adjustment for the August/September billing in the amount of \$656.12. Request meets ordinance provisions; staff recommends approval. (page 5)

Councilmember Kessler made a motion, seconded by Queen to approve the leak adjustment request for AC Management, 864 Walsh Ave NE, in the amount of \$656.12. Motion carried by roll call vote.

Councilmembers Lee, Kessler, Queen, Simonsen, and Rose voted 'Aye'.

c. City of Castle Rock, Lions Pride Park Restrooms, 1400 Block Huntington Ave S, requests a utility adjustment for the October/November billing in the amount of \$390.08. Request meets ordinance provisions; staff recommends approval. (page 6)

Public Works Director David Vore provided comment.

Councilmember Rose made a motion, seconded by Queen to approve the leak adjustment request for the City of Castle Rock Lions Pride Park Restrooms, 1400 Block Huntington Ave S, in the amount of \$390.08. Motion carried by roll call vote. Councilmembers Lee, Kessler, Queen, Simonsen, and Rose voted 'Aye'.

d. Request to approve H.D. Fowler Company quote for materials for Exit 48 Water Main Project. Base Quote is \$495,804.10, Option A is \$49,984.34, Total Quote with Option A is \$545,788.44. (page 7-12)

Public Works Director David Vorse provided comment.

City Engineer Tom Gower provided comment.

Councilmember Kessler made a motion, seconded by Lee to approve the H.D. Fowler Company quote for materials for Exit 48 Water Main Project including the Base Quote and Option A, for a total amount of \$545,788.44. Motion carried by roll call vote. Councilmembers Lee, Kessler, Queen, Simonsen, and Rose voted 'Aye'.

10. OTHER BUSINESS

Eldon Hunter and Greg Cronk voiced concerns about the new insurance policy requirement.

Mayor Paul Helenberg provided comment.

City Attorney Frank Randolph provided comment.

A question was raised: Can it be two separate one million dollar policies, making a total of two million per occurrence?

The City will pose this question to AWC RMSA.

Mayor Helenberg canceled the Regular City Council Meeting scheduled for December 27, 2022.

11. ADJOURNMENT

There being no further business, Mayor Helenberg adjourned the meeting at 8:00 PM.

Mayor Paul Helenberg

Clerk-Treasurer Carie Cuttonaro

As of this date, 1/09/2023, the Council by a majority vote, does approve payment of the vouchers included in the Fund Transaction Summary Report, and further described as:

General Expenditures

<u>Transaction Type</u>	<u>Description</u>	<u>Amount</u>	<u>Payment Date</u>
Adjustment/EFT	EFT#961-12/2022	162.20	12/5/2022
Adjustment/EFT	EFT#962-12/2022	13,223.52	12/1/2022
Adjustment/EFT	EFT#963-12/2022	13,909.91	12/1/2022
Adjustment/EFT	EFT#964-12/2022	6,934.78	12/1/2022
Adjustment/EFT	EFT#965-12/2022	10,565.66	12/23/2022
Claims	Check 53883 - 53885	4,841.81	12/21/2022
Claims	Check 53886 - 53887	1,606.49	12/22/2022
Claims	Check 53888 - 53889	10,071.29	12/30/2022
Claims	Check 53890 - 53952	123,009.98	12/30/2022
		<u>184,325.64</u>	

Payroll Expenditures

<u>Transaction Type</u>	<u>Description</u>	<u>Amount</u>	<u>Payment Date</u>
Mid-Month Draw	Nacha # 840566	22,400.00	12/15/2022
Mid-Month Draw	Taxes	5,600.00	12/15/2022
EOM Payroll	Nacha # 849519	68,861.38	12/30/2022
EOM Payroll	Checks 26340 - 26356	69,162.84	12/30/2022
EOM Payroll	Taxes	28,769.97	12/30/2022
Year End Accrual Buyout		7,135.22	12/30/2022
Accrued - Quarterly Payroll Tax		<u>201,929.41</u>	

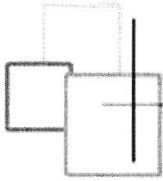
TBD Expenditures

<u>Transaction Type</u>	<u>Description</u>	<u>Amount</u>	<u>Payment Date</u>
Adjustment/EFT		-	
Claims	Check	-	
Claims	Check	-	
		<u>-</u>	
		<u>Amount</u>	<u>Payment Date</u>
Grand Total Expenditures		386,255.05	12/1/2022 - 12/30/2022
Fund Transaction Summary Report		386,255.05	
Balance Check (s/b -0-)		-	

Lee Kessler, Audit Committee Member

Art Lee, Audit Committee Member

Ellen Rose, Audit Committee Member



Fund Transaction Summary

Transaction Type: Invoice
Fiscal: 2022 - Dec - January - City Council
System Types: Cash Management, Financials, Payroll, Resources, UB2, Utility Billing

Fund Number	Description	Amount
010	General Fund	\$164,928.07
100	Street Fund	\$17,622.71
115	Building Code Account Fund	\$2,740.83
120	Visitor Center Fund	\$434.47
130	Library Fund	\$682.15
145	Local Criminal Justice Fund	\$17,669.32
170	DOT Spoil Site Fund	\$2,567.64
320	Street Construction Capital Fund	\$7,606.36
400	Water/Sewer Operating Fund	\$114,107.19
410	Regional Water System Fund	\$30,675.65
420	Stormwater Management Fund	\$13,683.66
430	Regional Water Capital Improvement	\$1,445.82
435	Muni Water Capital Improvement	\$10,280.63
470	Muni Sewer Capital Imprv Reserve	\$351.59
475	Boat Launch Facility Fund	\$1,171.93
634	State Custodial Pass-Thru Fund	\$287.03
	Count: 16	\$386,255.05

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

This Agreement is made and entered into this _____ day of _____, 2023, by and between the City of Castle Rock, Washington (Client), and Gibbs & Olson, Inc., Longview, Washington (Engineer). Client and Engineer may be referred to herein individually as "Party" and together as "Parties". The Agreement shall be from January 1, 2023 through December 31, 2026.

BACKGROUND

- A. The Client wishes to obtain engineering and surveying services as necessary on an on call and per authorization basis.
- B. Engineer represents that is has the professional expertise needed to perform the engineering and surveying services that the Client may typically require.
- C. The attached Exhibit A is a template that will be utilized for developing the scope of work and schedule for each authorization executed under this On-Call Agreement. The Engineer's standard rates for 2023 are in the attached Exhibit B. The Engineer's rates are subject to change effective January 1st of each year. Engineer's work shall be accomplished in accordance with terms and conditions within this Agreement.
- D. Both Parties are entering into this Agreement to set forth the terms and conditions upon which the Engineer is retained to provide the On-Call Engineering and Surveying services as may be requested by the Client.

THE PARTIES AGREE AS FOLLOWS:

A. ENGINEER'S SERVICES

The Engineer shall be on call to perform professional engineering and surveying services for the Client. For each specific task or project requested, the Engineer shall prepare a scope of work, a schedule and a budget for the task or project in a form as set forth in the attached Exhibit A – Authorization for Engineering/Surveying Services. The Engineer shall perform all work as described in each approved Authorization for Engineering/Surveying Services executed by both Parties.

B. TERM OF THIS AGREEMENT

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

C. STANDARD OF PRACTICE

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

D. MAINTENANCE OF PROFESSIONAL STANDARDS AND ETHICS

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

E. NO THIRD-PARTY BENEFICIARIES

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

F. ASSIGNMENT

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

G. INDEPENDENT CONSULTANT

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

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

H. INSURANCE

The Engineer shall obtain and maintain insurance of the types described below:

- 1) Auto 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. If necessary, the policy shall be endorsed to provide contractual liability coverage. The insurance shall provide a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.

- 2) Commercial General Liability insurance shall be written on ISO occurrence form GC 00 01, or a substitute form providing equivalent liability coverage and shall cover liability arising from premises, operations, independent contractors, personal injury and advertising injury. The Client shall be named as an additional insured under the Engineer's Commercial General Liability insurance policy with respect to work performed for the Client. The insurance shall provide limits of no less than \$1,000,000 per each occurrence, and \$2,000,000 general aggregate.
- 3) Worker's compensation coverage as required by the Industrial Insurance laws of the State of Washington.
- 4) Professional Liability insurance appropriate to the Engineer's profession. The insurance shall provide limits of no less than \$1,000,000 per claim and \$1,000,000 policy aggregate limit.
- 5) Employer's Liability insurance with limits of not less than \$1,000,000 per each accident, \$1,000,000 disease each employee, and \$1,000,000 disease policy limit.

The Engineer'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 Client. Any insurance, self-insurance, or insurance pool coverage maintained by the Client shall be excess of the Engineer's insurance and shall not contribute with it.

The Engineer shall provide the City with written notice of any policy cancellation, within two business days of Engineer's receipt of such notice from any of its insurance carriers.

The Engineer's insurance shall be provided by insurers with a current A.M. Best Rating of not less than A:VII.

The Engineer shall furnish the Client with original certificates of insurance and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the Engineer's insurance requirements are met before commencing any work under this Agreement.

I. INDEMNIFICATION

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

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

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

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

J. BILLING AND PAYMENT

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

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

2. REIMBURSABLE EXPENSES: Expenses incurred in connection with project tasks such as out-of-town subsistence, long distance telephone, reproduction costs and similar, will be invoiced at direct cost plus Twelve (12%) percent. Mileage will be invoiced at the current IRS rate per mile.
3. SERVICES BY OTHERS: If this project requires the specialized services of consultants and other technical companies, then such services will be utilized only with the Client's written approval, with the cost of such services included at the invoice cost plus Twelve (12%) percent.
4. INVOICES: The Engineer will submit monthly invoices to Client or Client's Representative and a final bill upon completion of services. Payment is due upon receipt of the invoice and is past due Thirty (30) days after the invoice date. Client agrees that the invoice balance is correct unless Engineer is notified in writing within Fourteen (14) days of the invoice date. In the event of a disputed or contested billing, only that portion so contested will be withheld from payment, and the undisputed portion will be paid. The Client will exercise reasonableness in contesting any bill or portion thereof. No interest will accrue on any contested portion of the billing until it is mutually resolved. A service charge of 12% per annum (1% per month) will be added on all unpaid balances over Sixty (60) days old. If the account becomes delinquent, Engineer

will perform no further services on the project until the Client pays the outstanding balance plus applicable interest or, at the Engineer's sole discretion, until satisfactory written payment arrangements have been made between the Engineer and the Client.

K. CHANGES IN THE AGREEMENT

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

L. RIGHT OF ENTRY

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

M. OPINION OF CONSTRUCTION COST

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

N. OWNERSHIP OF DOCUMENTS

All reports, field data, field notes, test data, calculations, Drawings, specifications, cost opinions, quantity estimates, electronic files, and other documents (Document) prepared by the Engineer are instruments of service and the Engineer retains an ownership and property interest (including the copyright, if applicable, and the right of reuse) in such Documents, whether or not the Project is completed. Upon payment in full to Engineer, Engineer grants Client a license to use the Documents on the project and extensions of the project, subject to the following limitations: 1) Client may make and retain copies of Documents for information, reference and submittal to regulatory agencies; 2) Client acknowledges that

such Documents are not intended or represented to be suitable for use on the Project unless completed by Engineer; 3) any reuse or modification of the Documents by any party other than Engineer is at Client's sole risk and without any liability whatsoever to Engineer; and 4) Client shall release, defend, indemnify and hold harmless Engineer from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from any use of Documents other than completion of the specific Project for which they were prepared.

O. DISPUTES

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

P. TERMINATION

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

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

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

Q. GOVERNING LAW

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

R. SEVERABILITY

The Client and the Engineer have entered into this Agreement of their own free will, to communicate to one another mutual understandings and responsibilities. Any element of this Agreement later held to violate a law or regulation shall be deemed void, and all

remaining provisions shall continue in force. However, the Client and the Engineer will in good faith attempt to replace an invalid or unenforceable provision with one that is valid and enforceable, and which comes as close as possible to expressing or achieving the intent of the original provision.

S. INTEGRATION

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

T. AGREEMENT DOCUMENTS

General Agreement for Professional Engineering Services
Exhibit A – Sample Authorization for Engineering/Surveying Services
Exhibit B – Engineer's Current Rate Schedule

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

U. LIMITATION OF LIABILITY:

Client agrees to require Engineer be named as an additional insured for all insurance policies carried by contractors, subcontractors and suppliers on which Client has been or will be named as an additional insured. Regardless of the presence or absence of coverage, Engineer shall not be liable for loss or damage occasioned by delays beyond Engineer's control, or for loss of earnings, loss of use or other incidental or consequential damages suffered by Client or others, however caused. Engineer's liability hereunder, whether in tort or in contract, for any cause of action, inclusive of legal costs, shall be limited for each Authorization executed under this Agreement to: (a) for insured liabilities arising out of Engineer's negligence, to \$1,000,000; and (b) for uninsured liabilities, to 100 percent of the fee earned by the Engineer.

V. EQUAL EMPLOYMENT OPPORTUNITY

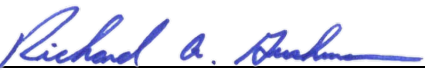
The Engineer agrees to perform all official equal employment opportunity actions in an affirmative manner, and in full accord with applicable federal law, statutes, executive

orders, regulations, and policies to assure the equality of employment opportunity, without regard to race, religion, sex, color, national origin, age, or disability.

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

GIBBS & OLSON, INC.

CITY OF CASTLE ROCK, WASHINGTON

By 
Richard A. Gushman, President

By _____
Paul Helenberg, Mayor

Date: January 4, 2023

Date: _____

Attachments:

Exhibit A – Sample Authorization for Engineering/Surveying Services

Exhibit B – Engineer’s 2023 Standard Rate Schedule

File: 0130.Pending

**EXHIBIT A
CITY OF CASTLE ROCK, WASHINGTON
AUTHORIZATION FOR ENGINEERING/SURVEYING SERVICES
AUTHORIZATION NO. 2023-__**

Date: _____

Gibbs & Olson, Inc. (Engineer) is hereby authorized to perform Engineering Services for the City of Castle Rock, Washington (Client) as provided for in our General Agreement for On-Call Professional Engineering/Surveying Services Agreement executed on _____, 2023 and as more fully described herein:

Scope of Work

Work authorized includes the following itemized task list:

- 1.
- 2.
- 3.

Schedule:

It is anticipated work will begin on or about _____ and will be completed on or about _____.

Budget:

The budget for the above referenced Scope of Work shall be set at \$_____. Engineer agrees not to exceed this amount in completing the above identified Scope of Work without the Client's prior authorization.

Authorized by: City of Castle Rock, Washington

Date

By: Paul Helenberg, Mayor

Accepted: Gibbs & Olson, Inc.

Date

By: Richard A. Gushman, PE - President

Exhibit B
GIBBS & OLSON, INC.
2023 Standard Rate Schedule

<i>Labor Category</i>	Hourly Rate
Principal	\$240
PM/Sr. Project Engineer	\$210
Engineer VI	\$196
Engineer V	\$187
Engineer IV	\$170
Engineer III	\$152
Engineer II	\$145
Engineer I	\$130
Design Technician II	\$115
Sr. Land Surveyor	\$155
Land Surveyor	\$120
1 Man Survey Crew	\$120
2 Man Survey Crew	\$195
3 Man Survey Crew	\$280
Senior Tech III/Resident Project Rep III	\$130
Senior Technician II/Resident Project Representative II	\$115
Senior Technician I/Resident Project Representative I	\$102
Technician I	\$70
Environmental/Grant/Contract/Financial Specialist	\$135
Administrative Assistant	\$84
<i>Equipment Rates</i>	
Digital Level/Total Station	\$10
Robotic Total Station	\$25
GPS Equipment per unit	\$35
Laser Scanner/Robotic Total Station	\$75
GPS & Sonar	\$95
16' Aluminum Boat w/ Outboard Motor	\$125/Day
Rotohammer & Generator	\$20
ATV	\$125/Day
Mileage @ Current IRS Rate	\$0.655
Expenses At Cost Plus	12%
Subconsultants	
(Geotech, Elect., Structural, Lab, Etc.) Invoice Plus	12%

Expert Witness Fees are 150% of listed rates above.

Rates subject to change January 1st of following year.

LETTER OF UNDERSTANDING
BY AND BETWEEN THE
CITY OF CASTLE ROCK- PUBLIC WORKS
AND
CHAUFFEURS, TEAMSTERS AND HELPERS, LOCAL #58 AFFILIATED WITH THE INTERNATIONAL
BROTHERHOOD OF TEAMSTERS

This Letter of Understanding made and entered into by and between the City of Castle Rock and Chauffeurs, Teamsters and Helpers, Local Union #58 affiliated with the International Brotherhood of Teamsters is to amend language in Article 19, section 2, pursuant to meeting the Western Conference of Teamsters Pension Trust requirements subject to contributions of the same.

NOW THEREFORE, be it mutually agreed to as follows:

2. Effective January 1, 2022, the City shall contribute fifteen cents (\$0.15) per hour, for all hours for which covered employees are paid, up to 2080 hours per year, to the Western Conference of Teamsters Pension Trust on account of each employee identified in Article 14 – Salaries. All contributions to be allocated to the Basic Plan.

At the time of ratification of this Agreement, affected bargaining unit employees may, by majority vote, elect whether to divert additional denomination from negotiated wage increases into this pension program to be paid on all compensable hours up to a maximum of 2080 hours annually. Diversions, if any shall be effective January 1 of each contract year. All contributions to be allocated to the Basic Plan.

Effective January 1, 2022, employees subject to Article 14 – Salaries, shall have a total of twenty-five cents (\$0.25) per hour diverted from each employee's wage rate to pension for all compensable hours up to 2080 hours per calendar year into the Western Conference of Teamsters Pension Trust. The total contribution rate for calendar year 2022 shall be forty cents (\$0.40 = \$0.15 City + \$0.25 Employee) allocated to the Basic Plan.

Effective January 1, 2023, employees subject to Article 14 – Salaries, shall have fifty cents (\$0.50) per hour diverted from each employee's wage rate to pension for all compensable hours up to 2080 hours per calendar year into the Western Conference of Teamsters Pension Trust. The total contribution rate for calendar year 2023 shall be sixty-five cents (\$0.65 = \$0.15 City + \$0.50 Employee) allocated to the Basic Plan.

Effective January 1, 2024, employees subject to Article 14 – Salaries, shall have seventy-five cents (\$0.75) per hour diverted from each employee’s wage rate to pension for all compensable hours up to 2080 hours per calendar year into the Western Conference of Teamsters Pension Trust. The total contribution rate for calendar year 2024 shall be ninety cents (\$0.90 = \$0.15 City + \$0.75 Employee) allocated to the Basic Plan.

The total amount due for each calendar month shall be remitted in a lump sum not later than ten (10) days after the last business day of each month. The Employer agrees to abide by such rules as may be established by the Trustee's of said Trust to facilitate the determination of the hours for which contributions are due, the prompt and orderly collection of such amounts and the accurate reporting and recording of such amounts paid on account of each employee performing the work of the bargaining unit. Failure to make all payments herein provided for within the time specific, shall be breach of this Agreement.

Except for the above amendment, all other language in the Collective Bargaining Agreement shall remain unchanged.

Dated this _____ day of _____ 2023.

CITY OF CASTLE ROCK

Paul Helenberg
Mayor of Castle Rock

CHAUFFERS, TEAMSTERS AND
HELPERS LOCAL NO. 58


Justin Baptista, Business Representative
Teamster Local No. 58