

**GRANDVIEW CITY COUNCIL
COMMITTEE-OF-THE-WHOLE
MEETING AGENDA
TUESDAY, JANUARY 24, 2017**



COMMITTEE-OF-THE-WHOLE MEETING – 6:00 PM

PAGE

1. **CALL TO ORDER**
2. **ROLL CALL**
3. **PUBLIC COMMENT** – At this time the public may address the Council on any topic whether on the agenda or not, except those scheduled for public hearing.
4. **NEW BUSINESS**
 - A. 2017 Snow Removal Budget Amendment Options 1
 - B. Hotel/Motel Taxes to Chamber of Commerce 2-4
 - C. Resolution authorizing the Mayor to sign the Washington State Transportation Improvement Board Consultant Agreement with HLA Engineering and Land Surveying, Inc., for the West Fifth Street Resurfacing 5-17
5. **OTHER BUSINESS**
6. **ADJOURNMENT**

	Beginning Balance	Estimated Revenues	Appropriated Expenditures	Ending Balance	Budget Total	Reserve
Current Expense Fund						
Original 2017 Budget	1,688,705	5,183,010	5,919,275	952,440	6,871,715	
Amendment Amount			50,000	(50,000)	-	
Amended Total	1,688,705	5,183,010	5,969,275	902,440	6,871,715	15.1%
Street Fund						
Original 2017 Budget	475,565	800,055	779,360	496,260	1,275,620	
Amendment Amount			50,000	(50,000)	-	
Amended Total	475,565	800,055	829,360	446,260	1,275,620	53.8%

	2017 Original Budget	Move to Snow Removal	2017 Revised Budget
TBD (Within Street Fund) Repairs and Maintenance	100,000	(50,000)	50,000



TO: Mayor Childress
Grandview City Council
Cus Arteaga, City Administrator

FROM: Matthew Cordray, City Treasurer

DATE: January 17, 2017

SUBJECT: HOTEL/MOTEL TAXES TO CHAMBER OF COMMERCE

I have received accounting of the Chamber's 2015 and 2016 tourism expenditures of the Hotel/Motel taxes remitted to them in and prior to 2016.

My review of the expenditures included cancelled checks written on the Chamber's account and corresponding invoices or receipts for services or materials. The 2015 expenses claimed by the Chamber of Commerce are \$6,891.42 while the 2016 expenses are \$2,979.11. The total claimed is \$9,870.53.

City of Grandview Resolution 87-15, paragraph 3. Records. States "*The Chamber shall keep and provide all copies of any and all records, receipts, lists, descriptions and itemizations of expenses involved in the Chamber's activities in promoting and advertising the City of Grandview and encouraging tourism expansion upon request by the City.*"

With limited exceptions, descriptions and itemizations of expenses were provided. There was enough evidence of invoice support for the majority of the checks written on the Tourism account. I again relied heavily on past tourism activities of the Chamber of Commerce and the documentation of same. Expenses for 2015 and 2016 were consistent with recent prior years. Audit of the claimed expenses resulted in an adjustment in the supported amount due the Chamber of Commerce. These adjustments were based on non-supported checks written, finance charges for late payments and exclusion of backup.

Based on my review of the Chamber records, they are due the Hotel/Motel Taxes receipted by the City during 2015 and 2016. That amount is \$3,701.37, to be vouchered and approved at the February 14, 2017 City Council meeting.

Grandview Chamber of Commerce
2015 Tourism Expenditures
City Treasurer's Audit Worksheet

Data provided by C. of C.

Check No.	Date	Paid To	Purpose	Amount	"Tourism"	Invoice or Receipt	Audit & Review Notes
1700	1/25/2015	The Print Guys	Grape stomp flyer	46.03	-	Invoice	Event was cancelled
1701	1/25/2015	Mike Bradshaw	Car show plaques	195.48	-	None	Copy of cancelled check - no support
1703	2/8/2015	Seven Signs	Chamber auction tickets	129.48	129.48	Invoice	Copy of cancelled check & invoice
1706	2/23/2015	City of Grandview - P&R	Easter Egg Donation	100.00	-	None	Item doesn't qualify
1707	3/6/2015	Kathy Charvet	Chamber auction - facility rental	500.00	500.00	Invoice	Copy of cancelled check & invoice
1708	3/11/2015	Cash	Chamber auction - decorations	150.00	-	None	Copy of cancelled check - no support
1709	3/11/2015	Cash	Chamber auction - food	400.00	-	None	Copy of cancelled check - no support
Debit	3/12/2015	WA St. Liquor Board	Chamber auction - license	10.00	-	None	Bank statement - no support
Debit	3/16/2015	Yakima Public Health	Chamber auction - food permit	56.25	56.25	invoice	Bank statement & invoice
1711	3/24/2015	Yakima Valley Vinters	Chamber auction - refreshments	86.86	86.86	Invoice	Copy of cancelled check & invoice
1712	3/21/2015	Just Ask Rental	Chamber auction - supplies	181.54	181.54	Invoice	Copy of cancelled check & invoice
1718	6/26/2015	Yakima Valley Tourism	Membership Dues	288.00	-	None	Copy of cancelled check - no support
1719	6/1/2015	Mike Bradshaw	Car show prizes and supplies	207.20	207.20	Receipts	Copy of cancelled check & receipts
1720	6/1/2015	Daily Sun News	Chamber auction - advertisement	306.02	301.50	Invoice	Copy of cancelled check & invoice
1721	6/3/2015	USPS	Car show invites	49.00	49.00	Receipt	Copy of cancelled check & receipt
Debit	6/9/2015	Amazon.com	Chamber auction - prizes	247.09	247.09	Invoice	Bank statement & invoice
1723	6/25/2015	GMC Training Institute	Awards banquet - facility rental	1,300.00	1,300.00	Invoice	Copy of cancelled check & invoice
1725	???	Tucker Cellars Winery	Chamber auction - refreshments	98.00	-	Invoice	Invoice - no copy of cancelled check
1726	6/29/2015	Kathy Viereck	Chamber auction - refreshments	51.22	51.22	Receipts	Copy of cancelled check & receipts
1729	9/1/2015	Mike Bradshaw	Car show ad, plaques & prizes	1,821.59	1,821.59	Receipts	Copy of cancelled check & receipts
1731	9/4/2015	Prosser Record Bulletin	Haunted house	159.66	-	None	Copy of cancelled check - no support
1732	9/4/2015	Lower Valley Honor Guard	Donation	508.00	-	None	Item doesn't qualify
Total:				6,891.42	4,931.73		

City can reimburse \$1,965.00

Grandview Chamber of Commerce
2016 Tourism Expenditures
City Treasurer's Audit Worksheet

Data provided by C. of C.

Check No.	Date	Paid To	Purpose	Amount	"Tourism"	Invoice or Receipt	Audit & Review Notes
1756	3/18/2016	Yakima Valley Vinters	Chamber auction - refreshments	114.00	114.00	Invoice	Copy of cancelled check & invoice
1757	3/18/2016	Andrea Arteaga	Chamber auction - prizes	253.63	197.38	Invoice	Copy of cancelled check & invoice
1758	3/18/2017	Joan Souders	Chamber auction - food	76.88	76.88	Receipt	Copy of cancelled check & receipt
1761	4/25/2016	Valley Publishing Co.	Chamber auction - Ads	226.80	226.80	Invoice	Copy of cancelled check & invoice
1763	4/25/2016	City of Grandview	Easter Egg Donation	100.00	-	Receipt	Item doesn't qualify
3398	6/10/2016	Daily Sun News	Chamber auction & awards banquet - Ads	330.01	327.50	Invoice	Copy of cancelled check & invoice
20710	7/27/2016	The Lockshop	Chamber awards banquet -	466.13	-	None	Copy of cancelled check - no support
20711	7/27/2016	Mike Viereck	Chamber awards banquet - supplies	71.66	71.66	Receipts	Copy of cancelled check & receipts
3004	8/22/2016	GMC Training Institute	Awards banquet - facility & dinner	1,200.00	1,200.00	Invoice	Copy of cancelled check & invoice
3015	10/13/2016	Jammie Duclette	Haunted house	100.00	-	None	Copy of cancelled check - no support
3017	11/30/2016	Cornerstone Church	Cocoa & Carols	40.00	-	None	Item doesn't qualify
Total:				2,979.11	2,214.22		

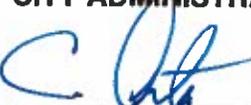
City can reimburse \$1,736.37



**CITY OF GRANDVIEW
AGENDA ITEM HISTORY/COMMENTARY
COMMITTEE-OF-THE-WHOLE MEETING**

ITEM TITLE Resolution authorizing the Mayor to sign the Washington State Transportation Improvement Board Consultant Agreement with HLA Engineering and Land Surveying, Inc., for the West Fifth Street Resurfacing	AGENDA NO. New Business 4 (C) AGENDA DATE: January 24, 2017
DEPARTMENT Public Works Department	FUNDING CERTIFICATION (City Treasurer) (If applicable)

DEPARTMENT HEAD REVIEW
 Cus Arteaga, City Administrator/Public Works Director

CITY ADMINISTRATOR 	MAYOR 
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ITEM HISTORY (Previous council reviews, action related to this item, and other pertinent history)
 The City has been selected by the Washington State Transportation Improvement Board to receive 2016 Arterial Preservation Program funding in the amount of \$369,702 for a grind and overlay of West Fifth Street from Larson Street to Euclid Road.

ITEM COMMENTARY (Background, discussion, key points, recommendations, etc.) Please identify any or all impacts this proposed action would have on the City budget, personnel resources, and/or residents.

On January 10, 2017, Council approved Resolution No. 2017-2 authorizing the Mayor to sign the Washington State Transportation Improvement Board (TIB) Fuel Tax Grant Agreement for the FY 2018 Overlay Project, Multiple Locations, TIB Project Number 3-E-183(005)-1 West Fifth Street from Larson to Euclid.

Attached is a TIB Consultant Agreement with HLA Engineering and Land Surveying, Inc., for design services in the amount of \$38,810.00.

ACTION PROPOSED

Move a resolution authorizing the Mayor to sign the Washington State Transportation Improvement Board Consultant Agreement with HLA Engineering and Land Surveying, Inc., for the West Fifth Street Resurfacing to a regular Council meeting for consideration.

RESOLUTION NO. 2017-___

**A RESOLUTION OF THE CITY OF GRANDVIEW, WASHINGTON,
AUTHORIZING THE MAYOR TO SIGN THE WASHINGTON STATE
TRANSPORTATION IMPROVEMENT BOARD CONSULTANT AGREEMENT
WITH HLA ENGINEERING AND LAND SURVEYING, INC.,
FOR THE WEST FIFTH STREET RESURFACING**

WHEREAS, the City of Grandview has been selected by the Washington State Transportation Improvement Board to receive TIB funds in the amount of \$369,702 for the 2016 Arterial Preservation Program to include West Fifth Street Resurfacing from Larson Street to Euclid Road; and,

WHEREAS, the City has selected HLA Engineering and Land Surveying, Inc., to provide professional engineering services for design of said improvement project,

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF GRANDVIEW, AS FOLLOWS:

The Mayor is hereby authorized to sign the Washington State Transportation Improvement Board Consultant Agreement with HLA Engineering and Land Surveying, Inc., for the FY 2018 Overlay Project, Multiple Locations, TIB Project Number 3-E-183(005)-1 to include design of the West Fifth Street Resurfacing from Larson Street to Euclid Road in the form as is attached hereto and incorporated herein by reference in the amount of \$38,810.00.

PASSED by the **CITY COUNCIL** and **APPROVED** by the **MAYOR** at its regular meeting on _____, 2017.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

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Transportation Improvement Board (TIB) Consultant Agreement

TIB PROJECT NUMBER 3-E-183(005)-1		PROJECT PHASE (check one) <input checked="" type="checkbox"/> Design <input type="checkbox"/> Construction	
PROJECT TITLE & WORK DESCRIPTION West Fifth Street Resurfacing			
This project grinds, prelevels, provides a 2-inch overlay and upgrades ADA ramps on the following segments: W Fifth Street - Larson St - Hillcrest Rd - 4 ramps W Fifth Street - Hillcrest Rd - Euclid Rd - 5 ramps.			
CONSULTANT NAME & ADDRESS HLA Engineering and Land Surveying, Inc. 2803 River Road, Yakima, WA 98902			
AGREEMENT TYPE (check one)			
<input checked="" type="checkbox"/> LUMP SUM \$38,810.00		<input type="checkbox"/> COST PLUS FIXED FEE	
		OVERHEAD COST METHOD	
		OVERHEAD PROGRESS PAYMENT RATE _____ %	
		<input type="checkbox"/> Actual Cost	
		<input type="checkbox"/> Actual Cost Not To Exceed _____ %	
		<input type="checkbox"/> Fixed Rate _____ %	
		FIXED FEE \$ _____	
<input type="checkbox"/> SPECIFIC RATES OF PAY		<input type="checkbox"/> Negotiated Hourly Rate	
<input type="checkbox"/> COST PER UNIT WORK		<input type="checkbox"/> Provisional Hourly Rate	
DBE PARTICIPATION <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No _____ %		WBE PARTICIPATION <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No _____ %	
COMPLETION DATE 9/30/2017		MAXIMUM AMOUNT PAYABLE \$38,810.00	

THIS AGREEMENT, made and entered into this _____ day of _____, between the City of Grandview, Washington, hereinafter called the AGENCY, and the above organization hereinafter called the CONSULTANT. The Transportation Improvement Board hereinafter called the TIB, administers the following accounts: Urban Arterial Trust Account funds, Transportation Improvement Account funds, Small City Account funds, and City Hardship Assistance Account funds.

WITNESSETH THAT:

WHEREAS, the AGENCY desires to accomplish the above referenced project, with the aid of TIB funds in conformance with the rules and regulations promulgated by the TIB; and

WHEREAS, the AGENCY does not have sufficient staff to meet the required commitment and therefore deems it advisable and desirable to engage the assistance of a CONSULTANT to provide the necessary services for the PROJECT; and

WHEREAS, the CONSULTANT represents that he/she is in compliance with the Washington State Statutes relating to professional registration, if applicable, and has signified a willingness to furnish Consulting services to the AGENCY,

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

I GENERAL DESCRIPTION OF WORK

The work under this AGREEMENT shall consist of the above described work and services as herein defined and necessary to accomplish the completed work for this PROJECT. The CONSULTANT shall furnish all services, labor and related equipment necessary to conduct and complete the work as designated elsewhere in this AGREEMENT.

II SCOPE OF WORK

The Scope of Work and project level of effort for this project is detailed in Exhibit B attached hereto, and by this reference made a part of this AGREEMENT.

**III
GENERAL REQUIREMENTS**

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

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

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

**IV
TIME FOR BEGINNING AND COMPLETION**

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

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

**V
PAYMENT**

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

**VI
SUBCONTRACTING**

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

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

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

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

**VII
EMPLOYMENT**

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

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

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

**VIII
NONDISCRIMINATION**

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

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

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





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

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

**IX
TERMINATION OF AGREEMENT**

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

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

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

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

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

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

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

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

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

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



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

**X
 CHANGES OF WORK**

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

**XI
 DISPUTES**

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

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

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

**XIII
 LEGAL RELATIONS AND INSURANCE**

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

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

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

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

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

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

Insurance Coverage

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

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

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

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

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

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

**XIV
 EXTRA WORK**

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

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

**XV
ENDORSEMENT OF PLANS**

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

**XVI
TIB AND AGENCY REVIEW**

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

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

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

**XVIII
COMPLETE AGREEMENT**

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

**XIX
EXECUTION AND ACCEPTANCE**

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

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

By  By _____

Consultant HLA Engineering and Land Surveying, Inc. City of Grandview

EXHIBIT A-1 Certification of Consultant

Project No. 3-E-183(005)-1	City of Grandview
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I hereby certify that I am Michael T. Battle, PE a duly authorized representative of the firm of HLA Engineering and Land Surveying, Inc. whose address is 2803 River Road, Yakima, WA 98902 and that neither I nor the above firm I here represent has:

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

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

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

1/5/2017
 Date


 Signature

Certification of Agency Official

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

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

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

Date

Signature

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EXHIBIT B-1 Scope of Work

Project No. **3-E-183(005)-1**

Describe the Scope of Work

Perform field investigation and limited topographic survey, as needed; prepare design plans, specifications and estimate for review by the City and funding agency; provide contract documents for bid opening; advertise project for bids (paid for by the City); answer bid questions; prepare and issue addenda; attend bid opening, review and tabulate bids; make recommendation of award.

Documents to be Furnished by the Consultant

Required documents for funding agency; preliminary and final plans and specifications; thirty (30) copies of project contract documents for bidding; Engineer's estimate and bid opening tabulation summary; recommendation of award letter; and notice of award letter to the lowest responsible bidder.

**EXHIBIT C-1
Payment
(Lump Sum)**

A. Lump Sum Agreement

Payment for all consulting services for this project shall be on the basis of a lump sum amount as shown in the heading of this AGREEMENT.

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

B. Monthly Progress Payments

Partial payments may be made upon request of the CONSULTANT to cover the percentage of work completed and are not to be more frequent than one (1) per month.

C. Final Payment

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

D. Inspection of Cost Records

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



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

Prepared by HLA Engineering and Land Surveying, Inc.				Date 01/03/2017	
Project West Fifth Street Resurfacing					
Negotiated Rates					
Classification	Man Hours		Rate	=	Cost
Licensed Principal Engineer	14	x	\$196.00	=	\$2,744.00
Licensed Professional Engineer	80	x	\$160.00	=	\$12,800.00
Licensed Land Surveyor	12	x	\$146.00	=	\$1,752.00
Surveyor	96	x	\$92.00	=	\$8,832.00
CAD Technician	90	x	\$115.00	=	\$10,350.00
Word Processing Technician	24	x	\$77.00	=	\$1,848.00
TOTAL					\$38,326.00
REIMBURSABLES					
Itemized					\$500.00
SUBCONSULTANT COST (See Exhibit G)					\$0
GRAND TOTAL					\$38,826.00

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

Lump Sum Contracts

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

Cost Plus Fixed Fee Contracts

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

Specific Rates of Pay Contracts

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

Cost Per Unit of Work Contracts

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

Anita Palacios

From: Terry Alapeteri <talapeteri@hlacivil.com>
Sent: Thursday, January 19, 2017 6:51 AM
To: Anita Palacios; Cus Arteaga
Subject: W 5th Street Contract

Anita,

Per your phone message on Tuesday 1/18, the breakdown for **itemized costs** for the W 5th St project are as follows:

Mileage :	120 miles x \$0.535 =	\$64	Note: 2 round trips
Third Party document reproduction costs: plan centers	buy 25 sets sell 5 =	\$400	Note: plans are free to utilities and
Special Postage (UPS): centers	8 ea. x \$8 =	\$64	Note: plan

Rounded down to \$500.

Terry D. Alapeteri, PE
HLA Engineering & Land Surveying, Inc.
2803 River Road
Yakima, WA 98902
Phone: (509) 966-7000
Fax: (509) 965-3800