

**GRANDVIEW CITY COUNCIL
COMMITTEE-OF-THE-WHOLE
SPECIAL MEETING AGENDA
TUESDAY, MARCH 13, 2018**



COMMITTEE-OF-THE-WHOLE SPECIAL MEETING – 5:30 PM

PAGE

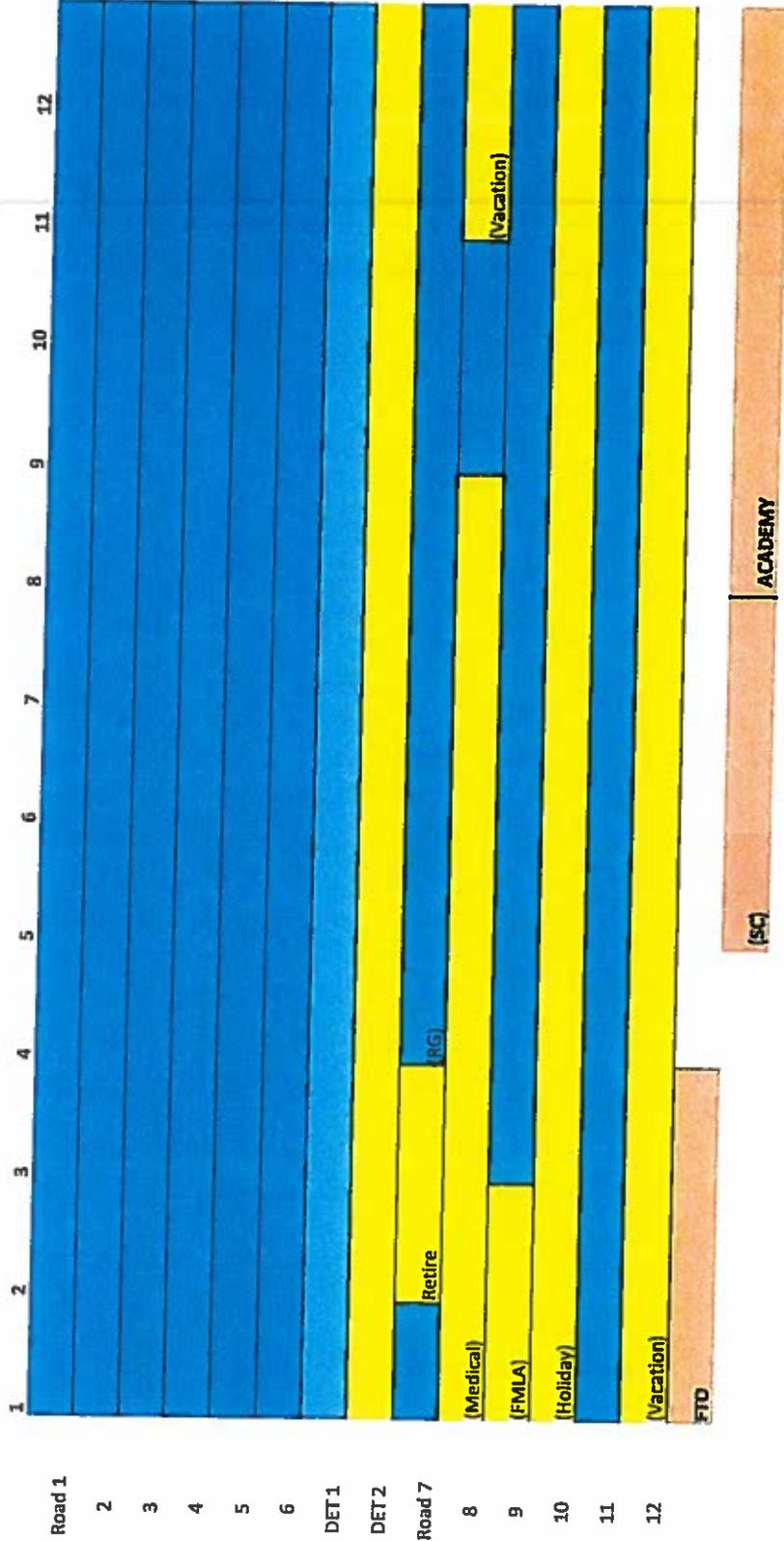
- 1. CALL TO ORDER**
- 2. ROLL CALL**
- 3. PUBLIC COMMENT** – At this time, the public may address the Council on any topic whether on the agenda or not, except those scheduled for public hearing.
- 4. NEW BUSINESS**
 - A. Police Department Additional Staffing Request 1-31
 - B. West Second/Hillcrest Intersection Improvements (Grandview Middle School) – WSDOT 2018 City Safety Program Grant Application 32-36
 - C. Resolution authorizing the Mayor to enter into a Supplemental Agreement No. 1 to Agreement for Professional Services with HLA Engineering and Land Surveying, Inc., Sewer Trunk Main Replacement 37-50
 - D. Resolution authorizing the Mayor to sign the Washington State Transportation Improvement Board Consultant Agreement with HLA Engineering and Land Surveying, Inc., for the construction phase of the Wine Country Road Resurfacing 51-61
 - E. 2018 Fuel Bid Award – Bleyhl Farm Service 62-70
- 5. OTHER BUSINESS**
- 6. ADJOURNMENT**

2018 REVIEW

REVIST REQUEST FOR NEW OFFICER POSITION
&
RESPONSE TO QUESTIONS

CURRENT STAFFING ISSUES

2018



BUDGET CONSIDERATIONS

- 1 Corrections Employee eliminated in 2018 budget.
 - **\$50,000.00** Savings for 2018
 - Secondary Work transferred to other employees.
- Replacement 2018 Officer now scheduled to start in May
 - Budgeted 12 months of Wages/Benefits to start on January 1, 2018.
 - **\$28,000** will now be unspent and available.
- An Entry Level Officer represents about \$87k per year
 - Wages/Benefits

REQUEST

- NOT TO ADD A NEW OFFICER POSITION TO CURRENT STAFFING LEVEL
 - REVISIT DURING 2019 BUDGET
- HIRE THE 2019 REPLACEMENT OFFICER IN JUNE OF THIS YEAR

HOW TO PAY FOR AN EARLY HIRE OFFICER?

\$45,000	½ YEAR WAGES/BENEFITS
<u>- 29,000</u>	UNUSED FROM 2018 BUDGETED WAGES
16,000	NEEDED
<u>-16,000</u>	FROM LAW AND JUSTICE FUND ENDING BALANCE (\$110K)
0	2018 COVERED. 2019

RECOMMENDATION:

- I PROPOSE WE START THE PROCESS TO REVIEW MY BUDGET FIGURES FOR ACCURACY
- WE HAVE A GOOD CANDIDATE ON A CURRENT CIVIL SERVICE LIST BUT IF HE DECLINES THE OFFER WE CAN START THE CIVIL SERVICE HIRING PROCESS NOW.

THANK YOU FOR YOUR ATTENTION

QUESTIONS:

- DESCRIBE EVALUATION PROCESS
 - Summary: Our evaluation process is a full circle. Each person is evaluated yearly but also does a self evaluation (or is invited to comment on their evaluation). Those evaluations are then sent up for a review. Any feedback on that evaluation comes back down for consideration or follow-up and is carried into the next year's evaluation.
 - (See written description in handouts)

QUESTIONS:

- HOW DOES GRANDVIEW PD COMPARE TO OTHER DEPARTMENTS?

- STATS: (See handouts)

DEPARTMENT	OFFICERS	TECHNICAL	MANAGEMENT	INVESTIG.	TRAINING	ADMINISTR.	RETIRES
GRANDVIEW PD	17	1	0	0	0	0	0
CLATSOP COUNTY SHERIFFS OFFICE	13	1	7	1	4	1	0
CLATSOP COUNTY SHERIFFS OFFICE	5	13	1	4	1	1	0
CLATSOP COUNTY SHERIFFS OFFICE	11	12	12	7	1	0	0
CLATSOP COUNTY SHERIFFS OFFICE	179	32	81	45	20	5	14
CLATSOP COUNTY SHERIFFS OFFICE	69	32	28	24	24	1	18
CLATSOP COUNTY SHERIFFS OFFICE	314	111	129	89	61	22	0
CLATSOP COUNTY SHERIFFS OFFICE	89	84	29	28	15	1	0
CLATSOP COUNTY SHERIFFS OFFICE	27	17	27	1	1	0	0
CLATSOP COUNTY SHERIFFS OFFICE	24	24	11	1	1	0	0
TOTAL	782	671	295	124	92	27	32



QUESTIONS:

- HOW DOES GRANDVIEW PD COMPARE TO OTHER DEPARTMENTS?
- CLEARANCE RATES
 - GPD 38% Clearance Rate VS Yakima County Clearance Rate of 26%
- OFFICERS PER CAPITA
 - GPD at 1.6 per thousand.
 - Sunnyside at 1.88. Prosser at 2.3.

QUESTIONS:

- EXPLAIN HOW A PATROL SERGEANT DIFFERS FROM A ROAD OFFICER
 - Grandview currently has 3 filled and 1 unfilled Sergeant positions.
 - Grandview has Sergeants “In Rotation” to handle calls
 - Ideal Number (Span of Control. Duties vs People)
 - Cost (10% pay vs Insurance Policy)
 - High Level of Commitment
- See Handout: Patrol Sergeant Overview

WHAT ARE GPD'S WEAKNESSES

- SHORT STAFFING
 - NO ADMINISTRATIVE ASSISTANT
 - NO 2ND DETECTIVE
 - SHORT ROAD STAFFING (BURNOUT) (GRANTS)
- INCREASING PROBLEM TURNING OUT EFFICIENT RESPONSE FOR A MAJOR CRIME (INCREASING NUMBERS OF MAJOR CRIMES)
- A DESIRE TO SAY "YES" TO EVERYTHING

WHAT ARE GPD'S STRENGTHS?

- STAFF
 - COMMITTED PERSONNEL
 - SEASONED PERSONNEL (NOT A ROTATING DOOR FOR NEW HIRES)
- GOOD TRAINING
 - IN-HOUSE
 - OUTSIDE (FRESH IDEAS, LEADING PRACTICES)
- PARTNERSHIPS
 - LEAD, OTHER AGENCIES, SCHOOL



Grandview Campus
500 W. Main Street, Grandview, WA 98930-1284
P: 509.882.7000 • F: 509.882.7012 • www.yvcc.edu

CUSTOMER SERVICE SURVEY

“...such professionalism....communicates to its citizens how much the police department cares. This is important to me, as the leader of a college campus, as I know I have your and the department’s support both in words and action.”

“Based on my experience, I would rate the GPD as excellent in customer service, professionalism, accessibility, and ability.”

Sincerely,

Dr. Marcia Somer

Campus-Dean, Yakima Valley College – Grandview
500 W Main Street
Grandview, WA 98930
509-882-7049 msomer@yvcc.edu

LOCAL REPORTER/PHOTOGRAPHER/COMMUNITY MEMBER

CUSTOMER SERVICE SURVEY

“...positive contact during the Coffee with a Cop event, especially this year when I took my son and he received and Frisbee from Officer Abarca.”

“Out of a scale of 10, I would rate it (GPD) a 10. I’ve never had any issues and have always been able to get in contact with whoever I need to.”

“Considering the resources available, I think the GPD does a great job providing customer service to the community.”

“...(I am) thankful for GPD and all they do for our community.”

Brittnee Sanchez

BLOCK WATCH CAPTAIN

Longtime resident

“I have seen your department...Patrolling our neighborhood on a regular bases, often stopping and talking with children on the street.”

“One time a young man lost control of his Mom's car and it crashed into my property. The officers who responded to my call came and investigated. The young man was so scared he was physically shaking. Your officers treated him with dignity and yet held him responsible for his actions. That is good police work.”

Joan Souders

CUSTOMER SERVICE SURVEY



“The contacts we have had always left me with the impression that the Grandview Police Department was a highly professional law enforcement agency and the City of Grandview was fortunate...”

“I weekly meet with the Tri-Cities Chiefs of Police, and I have never heard any negative comments made about the Grandview Police Department, nor have I heard any negative comments made on the part of the general public.”

Sincerely,

A handwritten signature in black ink, appearing to read "Dave Giles".

Chief Dave Giles
Prosser Police Department



**Grandview
NAZARENE CHURCH**

“ ...your department and our church have had many interactions....I have always been impressed by the way that your officers handled the situation with professionalism and even kindness. Thank you for that.

I really appreciate your leadership, Chief Fuller. You have been very involved in our community. You have met with our Rotary, ministerial association, and other community organizations. You have been very accessible, and people in our fair town really appreciate that about you.

**DR. BRENT D. HULETT
SENIOR PASTOR**



“You, your officers and staff have always demonstrated a genuine feeling that you are there to support the community while keeping Grandview a safe place to live and one that we can all be proud of.”

Gary Christensen

GRANDVEIW MINISTERIAL ASSOCIATION

I would give the Grandview PD a very high rating based on comparison to other PDs where I have lived and worked as well as on the basis of the interaction and willingness to be leaders and examples in our community.

Curt Still
Representative of GMA

CUSTOMER SERVICE SURVEY



“All my contacts with you have been positive, and I’m not aware of any complaints from any of my staff regarding anyone from your agency.”

“ ... You and your agency are great partners...”

“When we need assistance, you and your Officers are always there. As you well know, this level of partnership is critical to both our agencies, as neither of us has the manpower alone to handle all the reported incidents that come in.”

Sheriff Brian Winter
Yakima County Sheriff's Office
1822 S. 1st Street
Yakima, WA 98903
(509) 574-2600

“Blessed are the peacemakers...” Matthew 5:9

WHAT ARE GPD GOALS FOR 2018

- MAINTAIN TRAINING LEVELS
- PROVIDE HIGH VISIBILITY DOWNTOWN PARKING ENFORCEMENT
- KEEP EVALUATIONS ON SCHEDULE
- ACKNOWLEDGE EMPLOYEE PERFORMANCE

DESCRIBE YOUR DEPARTMENT

- WHAT WE ARE NOT:
- IF WE CAN HELP EVEN ONE, IT WAS WORTH IT
- TO SERVE AND PROTECT
- SERVING OUR COMMUNITY THROUGH EVERY SEASON OF LIFE

THANK YOU

- PLEASE CONTACT ME WITH ANY QUESTIONS OVER THE HANDOUTS.

EVALUATION PROCESS

All GPD employees undergo a yearly evaluation process.

Evaluations in a Civil Service job that operates under a Union Collective Bargaining Agreement have some challenges. There is currently no connection between job performance and contract wages. At GPD we have tried to make the yearly evaluation process meaningful in spite of this.

The yearly evaluation process provides an opportunity for Sergeants to evaluate the road officers assigned to them. These will normally be people on their squad that they work with throughout the year. The Assistant Chief will evaluate the Detectives, Sergeants, and Head Dispatcher. The Head Dispatcher evaluates the Line Dispatchers. The Assistant Chief is evaluated by the Police Chief. The Police Chief is evaluated by the City Administrator.

The actual scoring for the individual bullet points of the evaluation are a 1-5 system. These are grouped under several main headings and given averaged scores. The scores from each of these headings are averaged together for an overall score. This overall score is placed in a chart that gives a written description to the numerical score that ranges from an "Unsatisfactory" to "Superior".

The evaluation also has a section for each employee to rate themselves using the same bullet points and come up with their own overall score.

During the evaluation, a supervisor is expected to take this time and give the employee feedback on what was observed during the year. They also are expected to engage the employee to see if there were any differences between the employee's self-rating and the supervisors rating. This produces an opportunity to have dialog over any differences.

Depending on the ratings, a supervisor can assign "Remedial Activities" to the employee to correct behaviors that are considered below standard. They can also assign "Developmental Activities" that the employee can become involved in which will develop the employee to improve performance.

The Sergeant will fill out the evaluation form, forward it to admin for review and then after getting it back will meet with the employee. If there are any Remedial Activities needed they can be reviewed at the 6 month period. After reviewing the evaluation with the employee, the employee can write any comments they have on the evaluation and it is attached to the evaluation. The evaluation then is sent to the Chief for review and a signature. After this review it is then sent to Human resources for review and signature. It is then sent to the City Administrator for review and signature. The

document with all signatures is filed with Human Resources and a copy returned to both the Chief and the employee.

SUMMARY

Our yearly evaluation process is a full circle process. Each person is evaluated but also evaluates himself or herself. Those evaluations go up the ladder and are reviewed. Any feedback on that evaluation comes back down for consideration or for follow up that is then carried into the next year's evaluation.



GRANDVIEW POLICE DEPARTMENT
2017 ANNUAL REPORT
MAJOR CRIME COMPARISON
(Based on latest 2016 stats)

CRIMES/CITY	SUNNYSIDE	TOPPENISH	GRANDVIEW	WAPATO	GRANGER	ZILLAH	MABTON
MURDER	1	0	0	0	0	0	0
FORCIBLE SEX OFFENSE	17	5	7	5	4	1	0
ROBBERY	6	13	1	4	0	0	0
AGGRAVATED ASSAULT	14	17	12	7	2	0	0
SIMPLE ASSAULT	179	95	81	45	28	6	14
BURGLARY	63	97	38	29	24	6	10
THEFT	324	311	170	96	69	32	8
VEHICLE THEFT	60	84	29	58	16	1	1
DRUG VIOLATION	57	17	37	5	0	0	0
WEAPON LAW VIOLATION	21	34	11	5	1	3	0
TOTALS	742	673	386	254	144	49	33

27

	Sunnyside	Grandview	Prosser	Union Gap
Population Per Capita	16,000 1.9	11,000 1.6	6,000 2.3	6,000 2.8
Commissioned (Sergeants)	30	18	14	17
Detective	5	3	3	4
LEAD	3	2	0	2
	1	1	0	1
Admin Assistant	1	*0	1	1
Records	3	0	0.5	2
Crime Analyst	1	0	0	0
Dispatch	6	5	0	0
Corrections	9	*0	0	0

3 Officers=1.9

PATROL SERGEANTS OVERVIEW

At Grandview PD a Sergeant is a first level supervisor that acts as and also oversees the work of Road Officers.

A GPD Sergeant generally handles calls in rotation with any officers working his shift. Many agencies (Sunnyside and Prosser locally and every large agency in the country) have the Sergeants out of rotation for calls and just supervising those who are handling calls.

Sergeants take a civil service test for the position. Once selected they are appointed by the Chief of Police. After appointment they have 12 months (per WAC) in which to obtain their First Level Supervisor Certification by the Washington State Criminal Justice Training Commission. In order to obtain this certification they have a minimum of 80 hours of specialized training they must successfully attend.

Sergeants attend ongoing training in the areas of employment law, liability reduction, and supervision techniques.

Sergeants are assigned a certain number of employees that they have direct supervision over. This number will vary depending of the Sergeant's specialty. A Detective Sergeant will supervise the Detective division and its caseload. A Patrol Sergeant will have a squad of 5 officers that report to him and that he conducts evaluations on. An Administrative Sergeant would oversee duties or projects but may have no employee that he evaluates.

Sergeants are each assigned various duties in addition to personnel. Various duties can include; Fleet maintenance, Traffic Safety Patrols, Training, Scheduling, Special Operations, Community Outreach, Business Outreach, Grant research, Logistics research, and others.

GPD Sergeants work rotating shifts just like all road officers. One Sergeant works on a squad with one half of the road officers and one sergeant works on a squad with the other half of the road officers. When one squad is on their work week the other squad is on their off time.

Two Sergeants is the absolute minimum necessary for a department to have supervision on the road for 50% of the time. For our department four is an ideal number to provide employee supervision and oversee various duties. Four sergeants provides a Detective Sergeant and three Patrol Sergeants giving about 90% road coverage.

A sergeant only makes 10% more than a road officer. But he provides invaluable exposure protection for the city. The amount that is being "saved" by not having adequate supervision could be quickly lost in lawsuit payouts.

Good supervision is one of the major pillars of a para-military organization. Without it, there is no quality control possible. Small decisions made by a junior officer without the input of a trained supervisor can haunt a city for years. There is a difference in how a line officer will make decisions on what is important and how a Sergeant trained in limiting exposure for the city will make a decision.

The standard that the city will be held to in a possible lawsuit in this area will be what the city "should have known". The standard is not what "was known". The difference is that even if we do not have a sergeant on duty to supervise activities, we are still responsible for the actions of our officers because we "should have known". The best way to "know what we should", is to have a full complement of sergeants providing the highest percentage of road coverage time possible.

The other exposure risk for the city is what is known as "failure to supervise". Having officers working without supervision is a proof of failing to provide adequate supervision.

A supervisory term in law enforcement and military circles is "Span of Control". Three to five officers is considered the span of control that one sergeant can adequately supervise. Sergeants are currently maxed out on the number of people they supervise, while at the same time expected to take on extra assignments to keep department programs running. Sergeants are also expected to handle calls and work the road exactly like any other road officer. A Sergeant that does not have direct supervisory control over road officers will have assigned duties that are the time commitment equivalent of doing so. In our case two Patrol Sergeants may have 5 people each to supervise while the third Detective Sergeant only has one. That Detective Sergeant will also have several major duties that he is assigned that take up his discretionary time. A major duty is considered equivalent to supervising a person when calculating Span of Control.

In Grandview Police Department Sergeants have great responsibility. When operating with such low staffing levels as Grandview does it is important to maximize our efficiency. Sergeants receive ongoing specialized training that allow us to operate with low numbers but keep our exposures to a reasonable level.

SUMMARY

Patrol Sergeants provide all the benefits of a Patrol Officer. They also provide a great wealth of protection to the city from the pitfalls of short staffing levels. They have

greater levels of training and bring the latest in policing methods to their road duties. They are expected to respond at any time they are needed, to look out for the public and the cities best interests. They do all this for a low investment of 10% over a Patrol Officer's salary (About \$6,000 a year more).

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

ITEM TITLE	AGENDA NO. New Business 4 (B)
West Second/Hillcrest Intersection Improvements (Grandview Middle School) – WSDOT 2018 City Safety Program Grant Application	AGENDA DATE: March 13, 2018
DEPARTMENT	FUNDING CERTIFICATION (City Treasurer) (If applicable)
Public Works Department	N/A

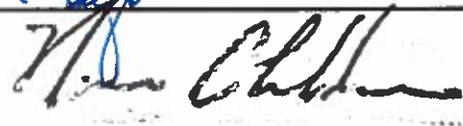
DEPARTMENT HEAD REVIEW

Cus Arteaga, City Administrator/Public Works Director

CITY ADMINISTRATOR

MAYOR





ITEM HISTORY (Previous council reviews, action related to this item, and other pertinent history)

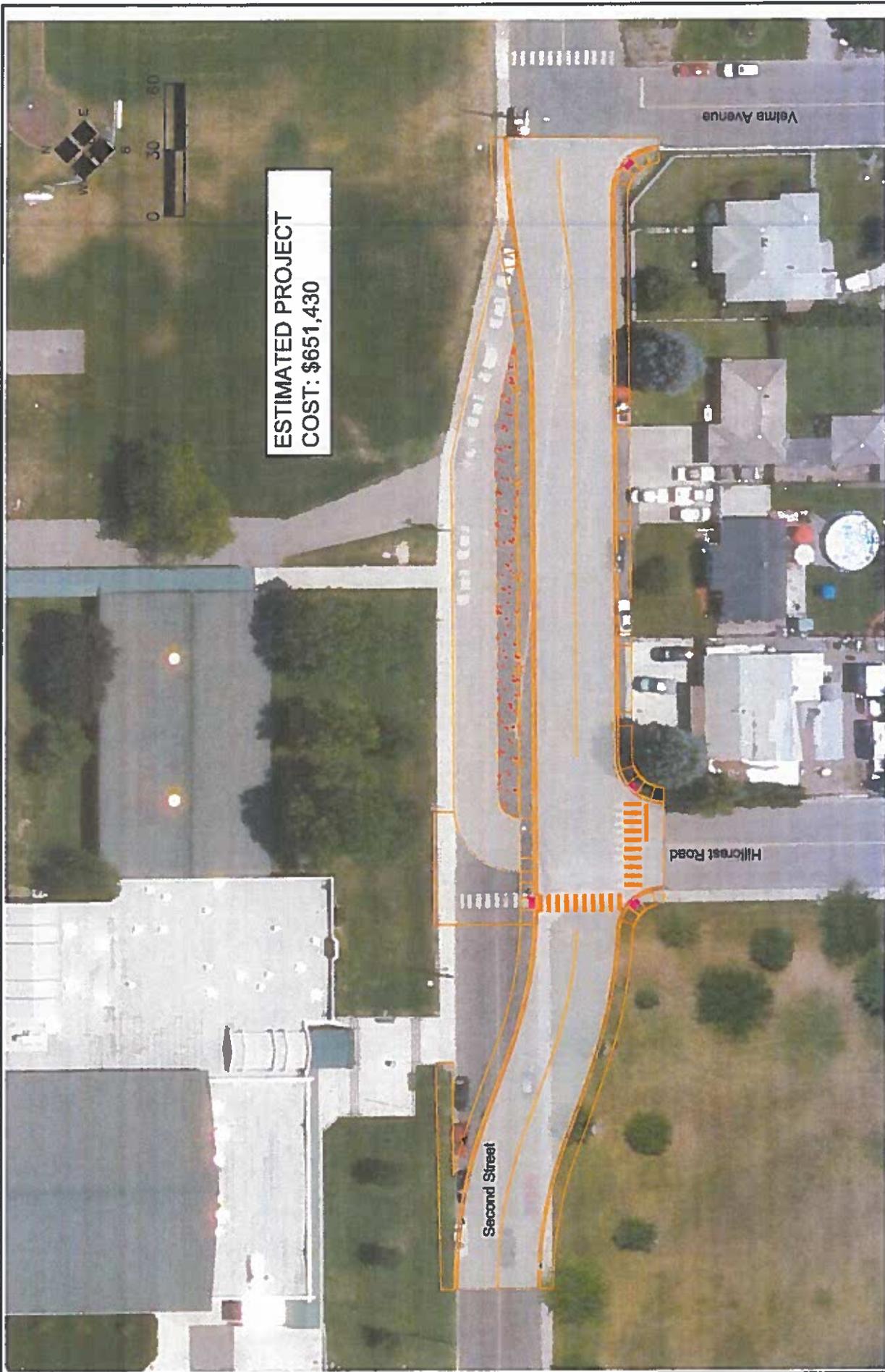
At the January 22, 2018 and February 13, 2018 Council meetings, City Administrator Arteaga reported that City and School District representatives were in discussions regarding a need for improvements at the West Second/Hillcrest intersection to improve pedestrian safety and vehicle travel in front of the Middle School. New street lights at the intersection were ordered for installation to improve visibility. In addition, the School District also added additional crossing guards at the intersection during school hours.

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.

At the February 27, 2018 C.O.W. meeting, City Administrator Arteaga advised that a funding opportunity was available through the Washington State Department of Transportation 2018 City Safety Program to provide grant funds for intersection, mid-block or corridor improvements based on crash history. In 2017, there were five vehicle/pedestrian accidents in this area. Applications are due on April 16th. The design of the project would require a 10% match with the City and School District sharing the cost depending on the recommended improvement. For example, a \$600,000 project would require approximately \$120,000 for design (with a 10% match) therefore 50% of that would cost each partner approximately \$6,000 each. If the application was awarded, construction would be funded at 100%. He provided three conceptual design options for improvements to West Second Street. Following discussion, the C.O.W. directed the City Administrator to move forward and obtain a professional engineering design estimate and recommendation for improvements at the West Second/Hillcrest intersection.

ACTION PROPOSED

Recommend Council authorize staff to apply for construction funding from the Washington State Department of Transportation for street improvements at the West Second/Hillcrest intersection.



ESTIMATED PROJECT
COST: \$651,430

CITY OF GRANDVIEW
SECOND STREET
ROADWAY IMPROVEMENTS
PREFERRED OPTION

JOB NO: 17007
DRAWING: SecondSt.dwg
DATE: 12-13-17
DRAWN BY: AJH
CHECKED BY: SSH

2803 River Road
Yakima, WA 98902
509.966.7000
Fax 509.965.3800
www.hilactvil.com



CITY OF Grandview
2nd and Hillcrest Improvements - Preferred Option
Realign 2nd Street
Engineer's Opinion of Construction Cost

12/14/2017

HLA Project No. 17007G

Item No.	Description	Payment Specification	Unit	Unit Cost	Overall Quantity	Overall Cost
1	Minor Change	1-04.4(1)	FA	\$15,000.00	1	\$15,000.00
2	Mobilization	1-09.7	LS	\$36,000.00	1	\$36,000.00
3	Project Temporary Traffic Control	1-10.5	LS	\$50,000.00	1	\$50,000.00
4	Clearing and Grubbing	2-01.5	LS	\$5,000.00	1	\$5,000.00
5	Unclassified Excavation Incl. Haul	2-03.5	CY	\$30.00	1,750	\$52,500.00
6	Crushed Surfacing Base Course	4-04.5	TON	\$25.00	1,100	\$27,500.00
7	Crushed Surfacing Top Course	4-04.5	TON	\$35.00	500	\$17,500.00
8	HMA Cl. 1/2-Inch PG 64-28	5-04.5	TON	\$110.00	550	\$60,500.00
9	Storm Sewer Pipe 12 in. Diam.	7-04.5	LF	\$60.00	150	\$9,000.00
10	Underdrain Pipe Infiltration Trench System 12 in. Diam.	7-04.5	LF	\$120.00	200	\$24,000.00
11	Catch Basin Type 2	7-05.5	EA	\$3,000.00	3	\$9,000.00
12	Catch Basin Type 1	7-05.5	EA	\$1,500.00	6	\$9,000.00
13	Adjust Manhole	7-05.5	EA	\$700.00	2	\$1,400.00
14	Adjust Valve Box	7-12.5	EA	\$500.00	1	\$500.00
15	Landscape Restoration	8-02.5	FA	\$500.00	1	\$500.00
16	Cement Conc. Traffic Curb and Gutter	8-04.5	LF	\$20.00	1,100	\$22,000.00
17	Cement Conc. Sidewalk 6-Inch Thick	8-14.5	SY	\$75.00	110	\$8,250.00
18	Cement Conc. Sidewalk 4-Inch Thick	8-14.5	SY	\$60.00	820	\$49,200.00
19	Cement Conc. Curb Ramp	8-14.5	EA	\$1,500.00	4	\$6,000.00
20	Illumination System, Complete	8-20.5	LS	\$25,000.00	1	\$25,000.00
21	Permanent Signing	8-21.5	LS	\$1,000.00	1	\$1,000.00
22	Pavement Markings	8-22.5	LS	\$3,500.00	1	\$3,500.00

Subtotal \$432,350.00

Contingency 15% \$64,900.00

Total Estimated Construction Cost \$497,250.00

Assumptions:

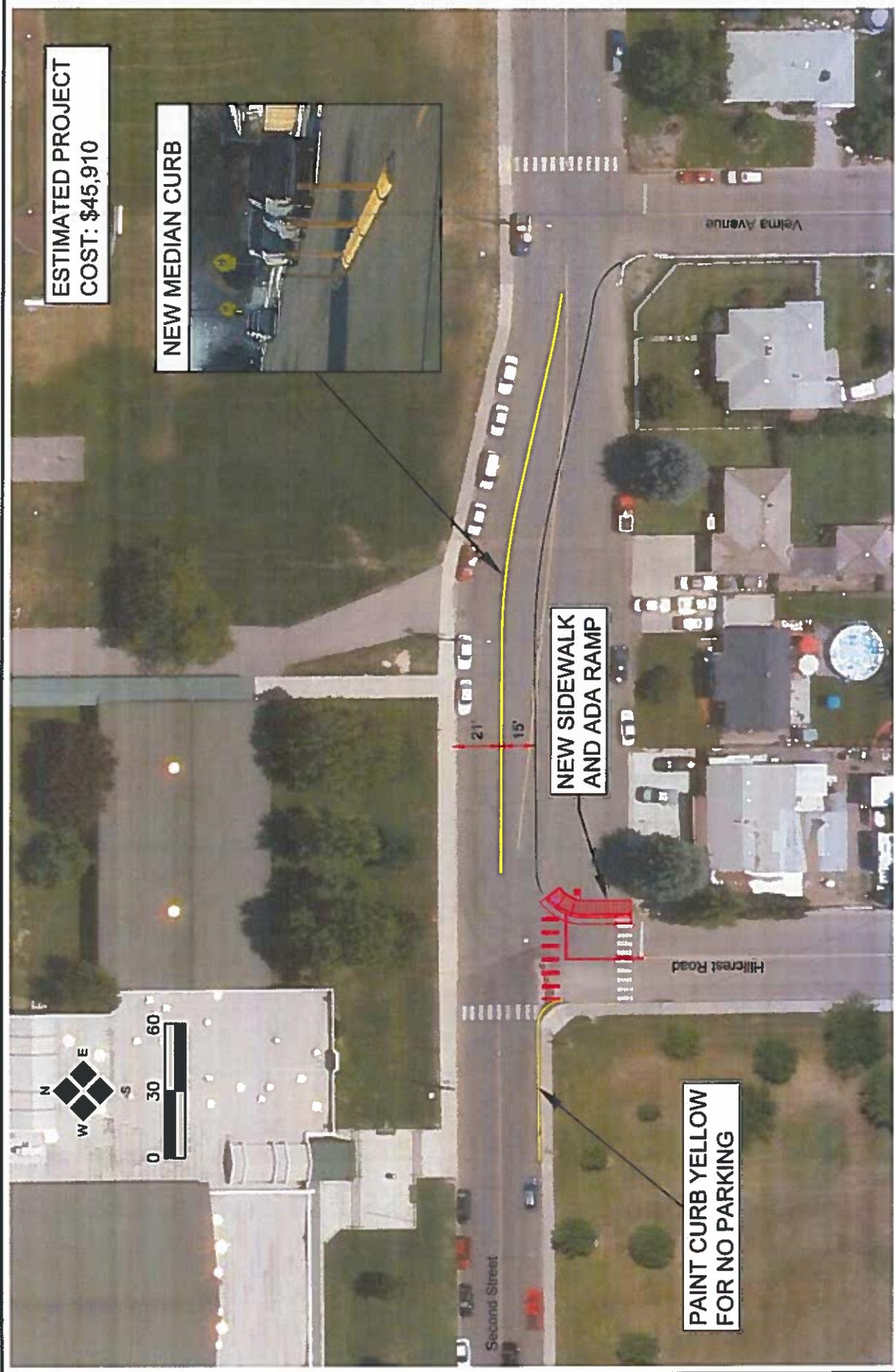
1. Tie into curb, gutter, and sidewalk at each end of project
2. 39' wide TBC to TBC roadway section (0.25' HMA, 0.25' CSTC, 0.5' CSBC)
3. 6' wide sidewalk both sides
4. Existing roadway and subgrade has 12-Inch depth
5. 65 LF of infiltration trench per catch basin pairing
6. Catch basin pairings every 300' ±
7. Street light spacing every 200' ± north side
8. Does not include replacement or upgrade of utilities
9. Right of way acquisition and services not included.

Design Engineering 15% \$74,590.00

Environmental and Cultural Resources \$5,000.00

Construction Engineering 15% \$74,590.00

Total Estimated Project Cost \$651,430.00



ESTIMATED PROJECT COST: \$45,910



NEW MEDIAN CURB

NEW SIDEWALK AND ADA RAMP

PAINT CURB YELLOW FOR NO PARKING

CITY OF GRANDVIEW
SECOND STREET
ROADWAY IMPROVEMENTS
 Interim Plan

JOB NO: 17007
 DRAWING: SecondSt.dwg
 DATE: 03-7-18
 DRAWN BY: BFP
 CHECKED BY: TDA

2803 River Road
 Yakima, WA 98902
 509.966.7000
 Fax 509.965.3800
 www.hilacivil.com



CITY OF Grandview
2nd and Hillcrest Improvements - Interim Plan
Engineer's Opinion of Construction Cost

3/7/2018

HLA Project No. 18007G

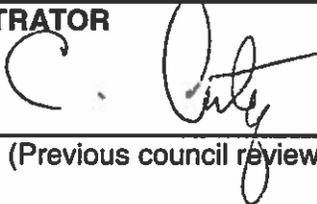
Item No.	Description	Payment Specification	Unit	Unit Cost	Overall Quantity	Overall Cost
1	Mobilization	1-09.7	LS	\$2,500.00	1	\$2,500.00
2	Project Temporary Traffic Control	1-10.5	LS	\$3,000.00	1	\$3,000.00
3	Unclassified Excavation Incl. Haul	2-03.5	CY	\$150.00	15	\$2,250.00
4	HMA Ct. 1/2-Inch PG 64-28	5-04.5	SY	\$120.00	15	\$1,800.00
5	Cement Conc. Traffic Curb and Gutter	8-04.5	LF	\$40.00	45	\$1,800.00
6	Precast Median Curb	8-04.5	LF	\$40.00	270	\$10,800.00
7	Cement Conc. Sidewalk 4-Inch Thick	8-14.5	SY	\$120.00	18	\$2,160.00
8	Cement Conc. Curb Ramp	8-14.5	EA	\$1,600.00	1	\$1,600.00
9	Permanent Signing	8-21.5	LS	\$300.00	1	\$300.00
10	Pavement Marking Removal	8-22.5	LS	\$1,000.00	1	\$1,000.00
11	Pavement Markings	8-22.5	LS	\$1,200.00	1	\$1,200.00
Subtotal						\$28,410.00
Contingency 15%						\$4,300.00
Total Estimated Construction Cost						\$32,710.00
Design Engineering						\$6,000.00
Construction Engineering						\$7,200.00
Total Estimated Project Cost						\$45,910.00

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

ITEM TITLE Resolution authorizing the Mayor to enter into a Supplemental Agreement No. 1 to Agreement for Professional Services with HLA Engineering and Land Surveying, Inc., Sewer Trunk Main Replacement	AGENDA NO.: New Business 4 (C) AGENDA DATE: March 13, 2018
DEPARTMENT Public Works Department	FUNDING CERTIFICATION (City Treasurer) (If applicable)

DEPARTMENT HEAD REVIEW

 Cus Arteaga, City Administrator/Public Works Director

CITY ADMINISTRATOR  **MAYOR** 

ITEM HISTORY (Previous council reviews, action related to this item, and other pertinent history)

In September 2017, a large section of the City's existing 21-inch sewer trunk main collapsed. The condition of the City's existing sewer trunk main was very poor and posed a risk of significant environmental degradation.

On October 13, 2017, the City prepared and submitted to the Department of Ecology an amendment to said Sewer Plan to address recently identified collection system deficiencies, recommended improvements, and estimated costs to complete the recommended improvements.

On October 16, 2017, the City submitted an application to the Department of Ecology for SFY19 Water Quality Financial Assistance to secure funding for the entire Sanitary Sewer Trunk Main Replacement project.

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.

See attached letter from Justin Bellamy, PE with HLA Engineering and Land Surveying, Inc., regarding project schedule and funding.

ACTION PROPOSED

Move a resolution authorizing the Mayor to enter into a Supplemental Agreement No. 1 to Agreement for Professional Services with HLA Engineering and Land Surveying, Inc., Sewer Trunk Main Replacement to a regular Council meeting for consideration

March 6, 2018

City of Grandview
207 West Second Street
Grandview, WA 98930

Attn: Cus Arteaga

Re: Sanitary Sewer Trunk Main Replacement
Project Schedule and Funding
HLA Project No. 17165E

Dear Cus:

As you are aware, the Sanitary Sewer Trunk Main Replacement project has made Department of Ecology's draft funding list to receive preconstruction funds in the amount of \$601,000. The Sanitary Sewer Trunk Main Replacement project ranked 29th out of 130 applications, with a score of 844 out 1,000 total points (a copy of the review evaluation scorecard report is attached). The City was also successful in receiving hardship funding for 50% of the preconstruction project costs, which will be in the form of a forgivable principal loan. The preconstruction funding breakdown will be: \$300,500 of standard CWSRF loan (2.0% interest rate, 20-year term); and \$300,500 of forgivable principal loan. Preconstruction funding tasks are those identified in the DOE application as "Task 2," which includes design (\$469,000), trunk main condition assessment (\$100,000), cultural/environmental review (\$30,000), and advertisement costs (\$2,000). Emergency repair costs are not included in the funding offer from Ecology at this time.

On February 21, 2018, we spoke with David Dunn at Ecology and he anticipates the legislature passing a supplemental budget in April, allowing Ecology to publish the final funding list and issue funding letters. Funding agreements will not be issued until after June 30, 2018, but costs incurred back to the beginning of the project (September 2017) should be reimbursable under the CWSRF loan program. The City will have to reapply for construction loan funding in October 2018. David Dunn said that having design complete will help improve scoring on the construction funding application. He also encouraged including the emergency repair costs from September 2017 again in the construction funding application.

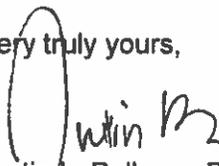
To help clarify the project timeline, attached for your use is an updated preliminary project schedule that shows applying for construction funding in October 2018, and construction in 2019/2020 (following construction funding agreement execution). As you can see, it will be difficult to complete design by the application deadline unless we begin prior to Ecology issuing a loan agreement in July 2018. Given the scoring and ranking of the trunk main project application, it is unlikely a project funding agreement will not be executed this year. The only issue is the City will have to finance the preliminary design, condition assessment, and environmental costs until an agreement is signed and reimbursement requests can be submitted (estimate beginning reimbursement in August 2018).

City of Grandview
March 6, 2018
Page 2

To begin design, a project-specific engineering services procurement process is not required, but there are some program-specific Ecology funding clauses that will need to be added to our General Services Agreement. Attached for your review and consideration is a copy of Supplemental Agreement No. 1 to the General Services Agreement, which adds the Ecology program clauses. Processing this supplement will allow us to move forward with a Task Order/Task Order Amendment to begin project design.

Please review and let us know if you have any questions or need any additional information.

Very truly yours,



Justin L. Bellamy, PE

JLB/sms

Enclosure

Water Quality Combined Financial Assistance 2019

WQC-2019-Grandview-00092

Organization: Grandview city of

Evaluation Scorecard Report

X Evaluation Finished

Criteria Category	Criteria Number	Evaluation Criteria	Score	Comment
Funding Request	1.1	Applicant has identified adequate matching funds. (Full points if no match is required.)	15/15	No match required
	2.1	The scope of work represents a complete and concise description of the project tasks and outcomes, including deliverables. To receive full points, scope of work must align with the schedule and detailed budget.	65/75	Good scope, but could use some detail on the actual project to be designed and constructed
	3.1	The application demonstrates how the applicant arrived at the cost estimate for each task. The process used by the applicant to develop this estimate is based on real-world data.	40/50	Good process. Still seems to be some question on how the project will be completed which may impact cost.
Task Costs and Budget	3.2	The cost to complete the scope of work is reasonable when compared to similar projects in the region.	75/85	Reasonable costs
	4.1	Team members' roles and responsibilities are well defined and adequate for the scope of work. Team members' past experience is relevant to the proposed project. Applicant has a plan in place to maintain sufficient staffing levels to complete the project.	50/50	Complete team
Project Team	4.2	The applicant documents successful performance on other funded water quality projects, including Ecology funded projects. Previously constructed projects provided the water quality benefits described in the project application on time and within budget.	15/15	Fine performance
	5.1	The project schedule includes all tasks including pre-project administrative elements such as permitting, MOUs, land owner agreements, etc., and provides sufficient time to complete all elements.	25/25	Good schedule
	5.2	The applicant is ready to start on the proposed scope of work and can begin drawing down funds.	75/75	Ready to go

Water Quality Combined Financial Assistance 2019

WQC-2019-Grandview-00092

Organization: Grandview city of

Evaluation Scorecard Report

<p>Project Planning and Development</p>	<p>6.1 Applicant used a complete and well-defined set of criteria to determine the value and feasibility of the proposed project and included the useful life and long-term maintenance costs in their evaluation of the project and project alternatives.</p>	<p>30/40</p>	<p>Good process so far. May not be as far as other projects ready to design.</p>
	<p>6.2 Applicant has provided documentation showing that key stakeholders have been identified and will support the project.</p>	<p>20/20</p>	<p>Stakeholders seem to support</p>
<p>Water Quality and Public Health Improvements</p>	<p>7.1 Project proposes to reduce or prevent pollution in a waterbody that has been identified as a priority by a local, state or federal agency through the development of a federal, state or local water quality plan.</p>	<p>125/135</p>	<p>Protect Yakima River</p>
	<p>7.2 The proposed project area is directly connected to the water body identified for improvement and applicant has provided sufficient technical justification to show the proposed project will reduce the pollutants of concern in the water body identified for improvement.</p>	<p>130/150</p>	<p>Will protect WQ</p>
<p>&nbsp;</p>	<p>7.3 Applicant has identified how each task will be evaluated in order to determine success, noted if the measure is quantitative or qualitative, and defined a goal.</p>	<p>50/50</p>	<p>Can measure success</p>
	<p>7.4 The project represents a good value for the water quality benefits that will be achieved.</p>	<p>90/100</p>	<p>Good value</p>
<p>&nbsp;</p>	<p>7.5 Applicant has a plan and commitments in place to fund long-term maintenance and sustain the water quality benefits of this project.</p>	<p>40/50</p>	<p>Should be able to maintain long term, but not a lot of information</p>
	<p>7.6 How well does the applicant and the project address greenhouse emission reductions in accordance with RCW 70.235.070?</p>	<p>15/15</p>	<p>Fine</p>

Water Quality Combined Financial Assistance 2019

Organization: Grandview city of

WQC-2019-Grandview-00092

Evaluation Scorecard Report

TOTAL

860/950

Action Items/ Offer Letter Notes/ Eligibility Notes

X Evaluation Finished

Category	Criteria Number	Evaluation Criteria	Score	Comment
Funding Request	1.1	Applicant has identified adequate matching funds. (Full points if no match is required.)	15/15	Complete
Scope of Work - Additional Tasks	2.1	The scope of work represents a complete and concise description of the project tasks and outcomes, including deliverables. To receive full points, scope of work must align with the schedule and detailed budget.	75/75	Complete
Task Costs and Budget	3.1	The application demonstrates how the applicant arrived at the cost estimate for each task. The process used by the applicant to develop this estimate is based on real-world data.	35/50	Doesn't align with scope of work deliverables
	3.2	The cost to complete the scope of work is reasonable when compared to similar projects in the region.	68/85	Does not provide comparisons to similar projects' costs
Project Team	4.1	Team members' roles and responsibilities are well defined and adequate for the scope of work. Team members' past experience is relevant to the proposed project. Applicant has a plan in place to maintain sufficient staffing levels to complete the project.	50/50	Complete
	4.2	The applicant documents successful performance on other funded water quality projects, including Ecology funded projects. Previously constructed projects provided the water quality benefits described in the project application on time and within budget.	0/15	No Ecology funded project experience
Project Schedule	5.1	The project schedule includes all tasks including pre-project administrative elements such as permitting, MOUs, land owner agreements, etc., and	20/25	Detailed project schedule

42

2/26/2018

Evaluation Scorecard Report

	provides sufficient time to complete all elements.			
5.2	The applicant is ready to start on the proposed scope of work and can begin drawing down funds.	75/75	Complete	
6.1	Applicant used a complete and well-defined set of criteria to determine the value and feasibility of the proposed project and included the useful life and long-term maintenance costs in their evaluation of the project and project alternatives.	28/40	Does not provide planning criteria for project feasibility	
6.2	Applicant has provided documentation showing that key stakeholders have been identified and will support the project.	20/20	Complete	
7.1	Project proposes to reduce or prevent pollution in a waterbody that has been identified as a priority by a local, state or federal agency through the development of a federal, state or local water quality plan.	115/135	Indirect water quality benefit	
7.2	The proposed project area is directly connected to the water body identified for improvement and applicant has provided sufficient technical justification to show the proposed project will reduce the pollutants of concern in the water body identified for improvement.	135/150	Complete	
7.3	Applicant has identified how each task will be evaluated in order to determine success, noted if the measure is quantitative or qualitative, and defined a goal.	50/50	Complete	
7.4	The project represents a good value for the water quality benefits that will be achieved.	85/100	Indirect water quality benefit	
7.5	Applicant has a plan and commitments in place to fund long-term maintenance and sustain the water quality benefits of this project.	50/50	Complete	
7.6	How well does the applicant and the project address greenhouse emission reductions in accordance with RCW 70.235.070?	8/15	Policy is not project related	

Project Planning and Development

Water Quality and Public Health Improvements

** **

** **

Water Quality Combined Financial Assistance 2019

Organization: Grandview city of

WQC-2019-Grandview-00092

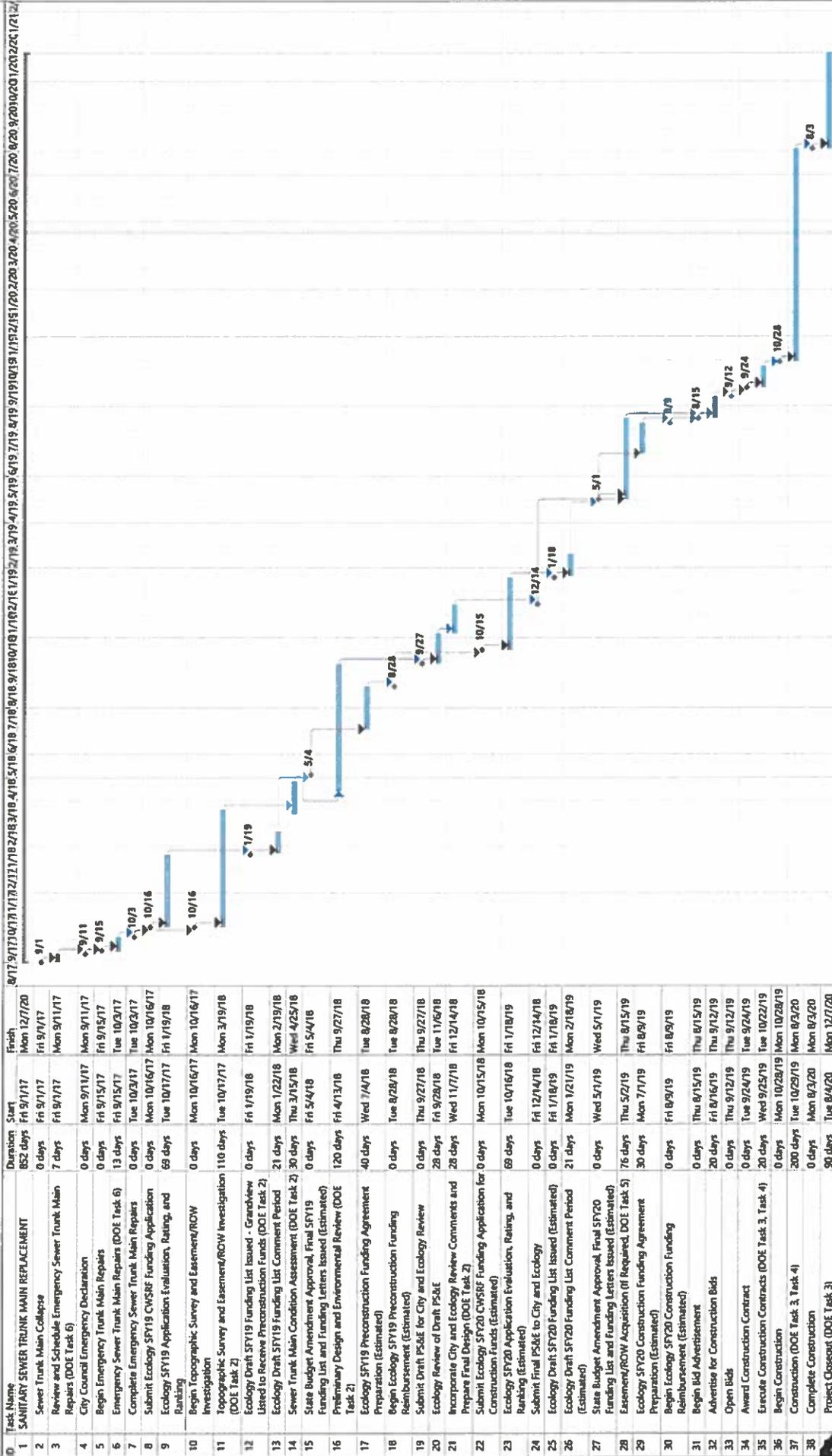
Evaluation Scorecard Report

TOTAL

829/950

Action Items/ Offer Letter Notes/ Eligibility Notes

City of Granbview
Sanitary Sewer Trunk Main Replacement
PRELIMINARY PROJECT SCHEDULE
HLA Project No. 17165



RESOLUTION NO. 2018-_____

**A RESOLUTION OF THE CITY OF GRANDVIEW, WASHINGTON,
AUTHORIZING THE MAYOR TO ENTER INTO A SUPPLEMENTAL AGREEMENT
NO. 1 TO AGREEMENT FOR PROFESSIONAL SERVICES WITH HLA
ENGINEERING AND LAND SURVEYING, INC.,**

WHEREAS, the City of Grandview entered into an Agreement for Professional Services for calendar years 2018, 2019 and 2020 with HLA Engineering and Land Surveying, Inc., on January 9, 2018; and,

WHEREAS, a supplement to the Agreement for Professional Services is necessary to include the Washington State Department of Ecology, Water Pollution Control Revolving Fund, Engineering Services Insert, Revised 10/24/2014;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF GRANDVIEW, WASHINGTON, as follows:

The Mayor is hereby authorized to sign a Supplemental Agreement No. 1 to Agreement for Professional Services for calendar years 2018, 2019 and 2020 with HLA Engineering and Land Surveying, Inc., in the form as is attached hereto and incorporated herein by reference.

PASSED by the **CITY COUNCIL** and **APPROVED** by the **MAYOR** at its regular meeting on _____, 2018.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

SUPPLEMENTAL AGREEMENT NO. 1
to
AGREEMENT FOR PROFESSIONAL SERVICES

THIS SUPPLEMENTAL AGREEMENT entered into this _____ day of March 2018, by the CITY OF GRANDVIEW, 207 West 2nd Street, Grandview, WA 98930, hereinafter called the CITY, and HLA ENGINEERING AND LAND SURVEYING, INC., 2803 River Road, Yakima, WA 98902, hereinafter called the CONSULTANT;

SUPPLEMENTS the Agreement for Professional Services first entered into on January 9, 2018, necessary to include Washington State Department of Ecology, Water Pollution Control Revolving Fund, Engineering Services Insert, Revised 10/24/2014.

WITNESSETH: That in consideration of the mutual covenants and agreements herein contained, the parties hereto do mutually agree as follows:

The following clauses will be incorporated into contracts for engineering services receiving financial assistance from the Washington State Department of Ecology Water Pollution Control Revolving Fund. In the event of conflict within the contract these clauses shall take precedence.

Compliance with State and Local Laws

The engineering services provider (CONTRACTOR) shall assure compliance with all applicable federal, state, and local laws, requirements, and ordinances as they pertain to the design, implementation, and administration of the approved project.

State Interest Exclusion

Partial funding of this project is being provided through the Washington State Department of Ecology Water Pollution Control Revolving Fund. Neither the State of Washington nor any of its departments or employees are, or shall be, a party to this contract or any subcontract.

Third Party Beneficiary

Partial funding of this project is being provided through the Washington State Department of Ecology Water Pollution Control Revolving Fund. All parties agree that the State of Washington shall be, and is hereby, named as an express third-party beneficiary of this contract, with full rights as such.

Cost Basis of Contract

No contract may be written for "cost-plus-a-percentage-of-cost" or "percentage of construction cost." The cost basis for this contract must be cost-reimbursement, unit price, fixed-price, time and materials, or any combination of these four methods.

Funding Recognition

Documents produced under this agreement shall inform the public that the project received financial assistance from the Washington State Water Pollution Control Revolving Fund. Washington State Department of Ecology's and the EPA's logo must be on all signs and documents. Logos will be provided as needed.

Access to the work site and to records

The CONTRACTOR shall provide for access to their records by Washington State Department of Ecology and Environmental Protection Agency (EPA) personnel.

The CONTRACTOR shall maintain accurate records and accounts to facilitate the Owner's audit requirements and shall ensure that all subcontractors maintain auditable records. These records shall be separate and distinct from the CONTRACTOR's other records and accounts.

All such records shall be available to the Owner and to Washington State Department of Ecology and EPA personnel for examination. All records pertinent to this project shall be retained by the CONTRACTOR for a period of three (3) years after the final audit.

Certification Regarding Suspension, Debarment, Ineligibility Or Voluntary Exclusion

1. The CONTRACTOR, by signing this agreement, certifies that it is not suspended, debarred, proposed for debarment, declared ineligible or otherwise excluded from contracting with the federal government, or from receiving contracts paid for with federal funds. If the CONTRACTOR is unable to certify to the statements contained in the certification, they must provide an explanation as to why they cannot.
2. The CONTRACTOR shall provide immediate written notice to the Washington State Department of Ecology if at any time the CONTRACTOR learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.
3. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meaning set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the Washington State Department of Ecology for assistance in obtaining a copy of the regulations.
4. The CONTRACTOR agrees it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under the applicable Code of Federal Regulations, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction.
5. The CONTRACTOR further agrees by signing this agreement, that it will include this clause titled "Certification Regarding Suspension, Debarment, Ineligibility Or Voluntary Exclusion" without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
6. Pursuant to 2CFR180.330, the CONTRACTOR is responsible for ensuring that any lower tier covered transaction complies with certification of suspension and debarment requirements.
7. The CONTRACTOR acknowledges that failing to disclose the information required in the Code of Federal Regulations may result in the delay or negation of this funding agreement, or pursuance of legal remedies, including suspension and debarment.
8. The CONTRACTOR agrees to keep proof in its agreement file that it and all lower tier recipients or contractors are not suspended or debarred and will make this proof available to the Washington State Department of Ecology upon request. The RECIPIENT/CONTRACTOR must run a search in <http://www.sam.gov/> and print a copy of completed searches to document proof of compliance.

This term and condition supersedes EPA Form 5700-49, "Certification Regarding Debarment, Suspension, and Other Responsibility Matters."

Disadvantaged Business Enterprises

General Compliance (40 CFR Part 33).

The CONTRACTOR shall comply with the requirements of the Environmental Protection Agency's Program for Participation By Disadvantaged Business Enterprises (DBE) 40 CFR Part 33.

Non-discrimination Provision (40CFR Appendix A to Part 33).

The CONTRACTOR shall not discriminate on the basis of race, color, national origin or sex in the performance of this contract. The CONTRACTOR shall carry out applicable requirements of 40 CFR part 33 in the award and administration of contracts awarded under EPA financial assistance agreements. Failure by the CONTRACTOR to carry out these requirements is a material breach of this contract which may result in the termination of this contract or other legally available remedies.

Six Good Faith Efforts (40 CFR Part 33 Subpart C).

The CONTRACTOR agrees to make the following good faith efforts whenever procuring subcontracts, equipment, services and supplies. The CONTRACTOR shall retain records documenting compliance with the following six good faith efforts.

1. Ensuring Disadvantaged Business Enterprises are made aware of contracting opportunities to the fullest extent practicable through outreach and recruitment activities. For Indian Tribal, State and Local and Government recipients, this will include placing Disadvantaged Business Enterprises on solicitation lists and soliciting them whenever they are potential sources. Qualified Women and Minority business enterprises may be found on the Internet at www.omwbe.wa.gov or by contacting the Washington State Office of Minority and Women's Enterprises at (866) 208-1064.
2. Making information on forthcoming opportunities available to Disadvantaged Business Enterprises and arrange time frames for contracts and establish delivery schedules, where the requirements permit, in a way that encourages and facilitates participation by Disadvantaged Business Enterprises in the competitive process. This includes, whenever possible, posting solicitations for bids or proposals for a minimum of thirty (30) calendar days before the bid or proposal closing date.
3. Considering in the contracting process whether firms competing for large contracts could subcontract with Disadvantaged Business Enterprises. For Indian Tribal, State and local Government recipients, this will include dividing total requirements when economically feasible into smaller tasks or quantities to permit maximum participation by Disadvantaged Business Enterprises in the competitive process.
4. Encourage contracting with a consortium of Disadvantaged Business Enterprises when a contract is too large for one of these firms to handle individually.
5. Using services and assistance of the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.
6. If the prime contractor awards subcontracts, requiring the subcontractors to take the six good faith efforts in paragraphs 1 through 5 above.

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

CITY OF GRANDVIEW

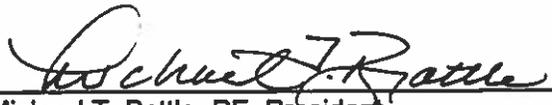
Norm Childress, Mayor

ATTEST:

Anita Palacios, City Clerk

(SEAL)

HLA ENGINEERING AND LAND SURVEYING, INC.

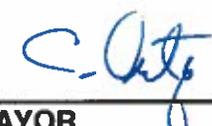


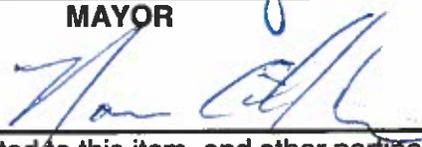
Michael T. Battle, PE, President

**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 construction phase of the Wine Country Road Resurfacing	AGENDA NO. New Business 4 (D) AGENDA DATE: March 13, 2018
DEPARTMENT Public Works Department	FUNDING CERTIFICATION (City Treasurer) (If applicable)

DEPARTMENT HEAD REVIEW

Cus Arteaga, City Administrator/Public Works Director 

CITY ADMINISTRATOR  **MAYOR** 

ITEM HISTORY (Previous council reviews, action related to this item, and other pertinent history)

On November 17, 2017, the City was awarded FY 2019 Overlay Project funding from the Washington State Transportation Improvement Board (TIB) in the amount of \$310,617 for the East Wine Country Road from SVID canal crossing to east City limits grind and overlay project.

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 9, 2018, Council approved Resolution No. 2018-1 authorizing the Mayor to sign the Washington State Transportation Improvement Board Fuel Tax Grant Agreement for the FY 2019 Overlay Project, Multiple Locations, TIB Project Number 3-E-183(007)-1 East Wine Country Road from SVID canal crossing to east City limits.

On January 22, 2018, Council approved Resolution No. 2018-7 authorizing the Mayor to sign the Washington State Transportation Improvement Board Consultant Agreement with HLA Engineering and Land Surveying, Inc., for the design phase of the East Wine Country Road Resurfacing.

Attached is a TIB Consultant Agreement with HLA Engineering and Land Surveying, Inc., for construction services in the amount of \$40,770.00.

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 construction phase of the Wine Country Road Resurfacing to a regular Council meeting for consideration.

RESOLUTION NO. 2018-_____

**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 DESIGN
PHASE OF THE EAST WINE COUNTRY ROAD RESURFACING**

WHEREAS, the City of Grandview has been selected by the Washington State Transportation Improvement Board to receive TIB funds in the amount of \$310,617 for the 2017 Arterial Preservation Program to include East Wine Country Road from the SVID canal crossing to east City limits; and,

WHEREAS, the City has selected HLA Engineering and Land Surveying, Inc., to provide professional engineering services for the construction 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 2019 Overlay Project, Multiple Locations, TIB Project Number 3-E-183(007)-1 to include the construction of the East Wine Country Road Resurfacing from the SVID canal crossing to the east City limits in the form as is attached hereto and incorporated herein by reference in the amount of \$40,770.00.

PASSED by the **CITY COUNCIL** and **APPROVED** by the **MAYOR** at a special meeting on _____, 2018.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY



Transportation Improvement Board (TIB) Consultant Agreement

TIB PROJECT NUMBER 3-E-183(007)-1		PROJECT PHASE (check one) <input type="checkbox"/> Design <input checked="" type="checkbox"/> Construction	
PROJECT TITLE & WORK DESCRIPTION Wine Country Road Resurfacing (HLA Project No. 17191C) Grind and overlay 0.2' depth, full width, adjust utilities, and replace pavement markings.			
CONSULTANT NAME & ADDRESS HLA Engineering and Land Surveying, Inc. 2803 River Road, Yakima, WA 98902			
(check one)			
<input type="checkbox"/> LUMP SUM		OVERHEAD COST METHOD	
<input type="checkbox"/> COST PLUS FIXED FEE		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 checked="" type="checkbox"/> SPECIFIC RATES OF PAY		<input checked="" type="checkbox"/> Negotiated Hourly Rate	
		<input type="checkbox"/> Provisional Hourly Rate	
<input type="checkbox"/> COST PER UNIT WORK			
DBE PARTICIPATION <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No _____ %		WBE PARTICIPATION <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No _____ %	
COMPLETION DATE 12/31/2018		MAXIMUM AMOUNT PAYABLE \$40,770	

THIS AGREEMENT, made and entered into this _____ day of _____, 2018, 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 CONSULTANTs 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.



- 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 Richard J. Ruttle By _____

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

EXHIBIT A-1 Certification of Consultant

Project No. 3-E-183(007)-1	City of Grandview
--------------------------------------	-------------------

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.

2/27/2018
 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



EXHIBIT B-1 Scope of Work

Project No. 3-E-183(007)-1

Describe the Scope of Work

Furnish a qualified resident engineer who shall be on the jobsite at all times that significant work is in progress, whose duty shall be to provide surveillance of project construction for compliance with plans and specifications.

Provide geometric control, including construction staking (as needed).

Prepare daily progress reports on the project.

Consult and advise the AGENCY during construction and make final review, and report of the completed work with representatives of the AGENCY.

Review acceptance sampling and testing for construction materials.

Perform measurement and computation of pay items.

Review Contractor's submission of samples and shop drawings, where applicable.

Recommend Contractor progress payments to the AGENCY.

Prepare proposed contract change orders when applicable.

Prepare and furnish reproducible record drawings and field notes of completed work in accordance with project field records.

Prepare administrative documents to the appropriate agencies which have jurisdiction over funding, design, and construction of this project.

Perform monitoring of the Contractor's compliance with the contract documents labor standards; review of Statements of Intent to Pay Prevailing Wages and Affidavits of Wages Paid.

Documents to be Furnished by the Consultant

Monthly Progress Pay Estimates

Resident Engineer's Reports

Survey Construction Staking Notes

Materials Testing Reports

Construction Contractor Labor Documents (Intents and Affidavits)

Project Record Drawings

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 2/23/18	
Project Wine Country Road Resurfacing					
Negotiated Rates					
Classification	Man Hours		Rate	=	Cost
Licensed Principal Engineer	4	x	\$202.00	=	\$808.00
Licensed Professional Engineer	24	x	\$165.00	=	\$3,960.00
Resident Engineer	220	x	\$112.00	=	\$24,640.00
Licensed Land Surveyor	4	x	\$150.00	=	\$600.00
Surveyor	10	x	\$107.00	=	\$1,070.00
Contract Administrator	40	x	\$124.00	=	\$4,960.00
Engineering Technician	35	x	\$79.00	=	\$2,765.00
Word Processing Technician	8	x	\$79.00	=	\$632.00
TOTAL DSC					\$39,435.00
REIMBURSABLES					
Mileage (1,980 miles x \$0.55/mile)					\$1,089.00
Printing/Plotting/Postage					\$246.00
GRAND TOTAL					\$40,770

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.

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

ITEM TITLE

2018 Fuel Bid Award – Bleyhl Farm Service

AGENDA NO.: New Business 4 (E)

AGENDA DATE: March 13, 2018

DEPARTMENT

FUNDING CERTIFICATION (City Treasurer)
(If applicable)

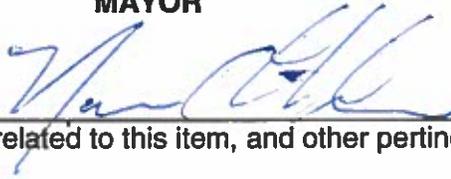
DEPARTMENT DIRECTOR REVIEW

Anita Palacios, City Clerk



CITY ADMINISTRATOR

MAYOR

ITEM HISTORY (Previous council reviews, action related to this item, and other pertinent history)

The City uses a common strategy of having bidders provide a bid that is compared to the Oil Information Price Service (OPIS) rack price for a specified location. The bidder is bidding their margin of markup over the rack price for the delivery location they specify. If fuel prices increase or decrease, the price is adjusted accordingly, but the margin as bid must remain the same.

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.

Bids to provide fuel for the year beginning April 1, 2018 to March 31, 2019 were opened on March 7, 2018.

One bid was received as follows:

	Bleyhl Regular Unleaded	Bleyhl Diesel
Seller's cost per gallon	\$1.8855	\$2.0821
Margin bid above seller's cost excluding taxes	\$0.045	\$0.045
TOTAL	\$1.9305	\$2.1271

ACTION PROPOSED

Accept the lowest responsible bid submitted by Bleyhl Farm Service in the amount of \$1.9305 per gallon for regular/unleaded fuel and \$2.1271 per gallon for diesel fuel.



**CITY OF GRANDVIEW
CALL FOR BIDS TO SUPPLY VEHICLE FUEL**

NOTICE IS HEREBY GIVEN that the City of Grandview, Washington, will receive sealed bids at the office of the City Clerk, 207 West Second Street, Grandview, WA 98930, until **11:00 a.m., Wednesday, March 7, 2018**, for providing vehicle fuel using a card controlled fuel purchase system.

The City uses approximately 42,500 gallons of gasoline and diesel fuel per year. The bids shall be for the year beginning April 1, 2018 to March 31, 2019.

Bids must comply with the "Instruction to Bidders" and be submitted in envelopes marked "Fuel Bid". Bid packets are available from the City Clerk at the above address, PH: (509) 882-9208.

The City of Grandview reserves the right to accept or reject any or all bids and to waive informalities.

CITY OF GRANDVIEW
Anita G. Palacios, MMC
City Clerk

Publish: Grandview Herald – Wednesday, February 21, 2018

RECEIVED

MAR - 7 2018

BID FORM

I/We the undersigned, having read all requirements of this call for bids, together with all the special provisions and specifications set forth herein, do agree in every particular, and will furnish petroleum products and documentation as specified herein as follows:

Bidder's Major Supplier is: Conex and the OPIS price adjustment reference city shall be: ___ Seattle; ___ Spokane; ___ Moses Lake; ___ Portland; or Pasco.

	<u>Regular Unleaded</u>	<u>Diesel</u>
Estimated Annual Gallons:	28,000	14,500
Seller's Cost Per Gallon for Friday, March 2, 2018:	<u>1.8855</u>	<u>2.0821</u>
Margin Bid Above Seller's Cost Excluding Taxes:	<u>.045</u>	<u>.045</u>
TOTAL:	<u>1.9305</u>	<u>2.1271</u>

Location(s) of 24-Hour Pumping Facilities with a minimum number of two fueling islands:
940 E. Wine Country Rd Grandview, WA 1000 Bennett Ave Prosser, WA
1728 Eastway Dr. Sunnyside, WA

Description of Method to be Used to Meet Bid Specifications B Through E: A Bid letter will be sent out weekly with suppliers rack price attached

This bid shall be valid for a period of thirty (30) days from the bid opening date.

The undersigned hereby submits the above bid to the City of Grandview, together with a bid bond in the amount of \$ 4244.85.

Bidders Name: Justin Carey

Company Name: Bleyhl Co op

Mail Address: 940 E. Wine Country Rd STE B

Telephone Number: 509-882-3764 Fax Number: 509-882-2353

Signature of Authorized Official: Justin Carey

Title of Official: VP of Energy

**CITY OF GRANDVIEW
INSTRUCTIONS TO BIDDERS
FUEL BID**

SUBMISSION OF BIDS

Sealed bids shall be addressed or delivered to:

City Clerk
City of Grandview
207 West Second Street
Grandview, WA 98930

The bid envelope shall be clearly marked "FUEL BID."

CLOSING DATE

Bids will be received until **11:00 a.m., Wednesday, March 7, 2018.**

BID OPENING

Bids will be opened and publicly read aloud in the Council Chambers, City Hall, 207 West Second Street, Grandview, Washington, at **11:00 a.m., Wednesday, March 7, 2018**, at which time interested parties may be present to witness the bid opening.

ACCEPTABILITY OF BIDS

Bids must be submitted on the City of Grandview bid form and placed in a sealed envelope. The words "Fuel Bid" must be clearly marked on the front of the envelope.

The bid form must contain the bidders business or home address and must be signed by a duly authorized official.

Bids that are unsigned, incomplete, illegible, unbalanced, obscure, or with any other irregularities may be rejected. The City Council reserves the right to accept any or all bids or any portion thereof and to waive minor irregularities and informalities, at the City's discretion.

The bid shall be valid for thirty (30) calendar days following the bid opening date.

Prices shall be filled in where indicated on the bid form. Prices shall be net, free on board (FOB) Grandview unless otherwise stated, and shall not include any taxes, nor shall they be subject to any discounts or other conditions.

Bids must be accompanied by cashier's check, certified check, or bid bond made payable to the City of Grandview in an amount of not less than five percent (5%) of the bid amount. The bid bond amount will be calculated as follows: (the annual estimated gallons) x (Seller's cost per gallon for **Friday, March 2, 2018** + the margin of bid above the sellers cost) x .05.

BID SPECIFICATIONS

The products shall conform to the requirements of the Tentative Specifications for Gasoline as approved by the American Society for Testing Materials, ASTM Designation D 439-81. The minimum octane rating shall conform to the Average Knock Index (R+M/2) as follows:

"Regular Unleaded" Minimum Octane 87

The seasonal variation in volatility and vapor pressure shall be substantially maintained in accordance with the schedule set up for the State of Washington as set forth in ASTM specifications above noted.

Bidders shall give the following information relative to each grade of gasoline bid in the spaces provided:

1. The name of the brand under which the gasoline is offered for sale to the general public:

"Regular Unleaded" gasoline: Cenex

"Diesel": Cenex

2. The nature of any added substances other than volatile petroleum hydrocarbons.

"Regular Unleaded" gasoline:

3. The guaranteed average and minimum Octane Number for "Regular Unleaded" grade:

"Regular Unleaded" Average 87 Minimum 87

4. The guaranteed average and maximum Sulphur Content in "Diesel"

Grade No. 2: Average 15ppm Minimum 15ppm

All bids shall be made for a card controlled fuel purchase system for regular gasoline, unleaded gasoline, and diesel fuel. Ease of City staff operation and accounting time for this system will be taken into consideration when determining the low bid.

- A. There must be a "card lock" pumping location in the City of Grandview with 24 hour service and a **minimum number of two fueling islands.**
- B. At the time of purchase, the vehicle, person obtaining fuel, and odometer reading must be identified and recorded by the supplier.
- C. The supplier shall furnish two numbered cards for each vehicle. There are approximately 70 vehicles.
- D. The supplier shall provide security codes for all City vehicle operators, to be used in conjunction with the vehicle cards for purchases of fuel. There are approximately 60 employees.
- E. The supplier must provide a monthly accounting that must include an itemized account detailing the activity of each vehicle. This accounting as a minimum must sub-total by vehicle and list: date, time, vehicle card number, person obtaining fuel, odometer reading, type of fuel, gallons and actual price charged. Each monthly billing shall also include copies of the appropriate weekly OPIS publication for that billing cycle or the major supplier's price change letter.

PRICING, PRICE ESCALATION - BULK FUELS

- A. Contract prices will be allowed to increase or decrease after bid opening and during the term of the contract. All contract price adjustments shall be based on the change in the vendor's major supplier's listed price for one of the following P.A.D cities: Seattle, Spokane, Portland, Moses Lake, or Pasco as reported in the weekly publications, Oil Price Information Service (OPIS) published by the United Communications Group. A second method shall be to reference the major supplier's price change letter which reflects changes at the location of your plant.
- B. Bidder shall specify his supplier (See Requirements and the Bid Proposal) and the price adjustment reference city (Seattle, Spokane, Portland, Moses Lake, or Pasco) to be used for contract price adjustments on the Bid Proposal. Only one supplier and one reference city may be specified by each bidder. A copy of the appropriate OPIS publication, or in the case of the second method (above) the calculation price shall be your buying price per gallon with Federal and State taxes excluded, used as a bidding reference and **must** be included with the bid submitted. If OPIS does not list one or more supplier product prices for a reference city, the listed average price for that city shall be used.
- C. Any upward or downward change in the major supplier's prices from one OPIS publication to the next, or change in the price from the major supplier's price change letter will be added or subtracted from the previous contract price but the margin as bid will remain the same. It is important to note that the difference between the Bid Price and the selected OPIS Price or major suppliers price change letter at the time of the bid, must be maintained throughout the period of the contract. The effective date of the price change will be on Thursday following the date of the publication which reflects the price change.
- D. The first price adjustment shall be based on the difference in the prices for the last OPIS publication issue or major supplier's price change letter prior to the effective date of the contract. Any upward or downward change in the comparison of prices will be added to or subtracted from bid prices with the effective date of such change to be the **first of April 2018** rather than the following Thursday.

BIDDERS QUALIFICATIONS

Bidders may be required to submit evidence as to their ability to supply and provide the above defined service and should be prepared to satisfy the City as to their competency to meet the specifications and conditions. Bidders, when required by law, shall be licensed and bonded by the State of Washington.

CONDITIONS

The bidder is fully responsible for obtaining all information for the preparation of this bid.

LIABILITY

The bidder shall ensure that the City, it's officers and employees, are held harmless from any liability whatsoever arising out of the bidder's performance or non-performance of the term of this bid, including the performance and non-performance by any sub-contractor or employee.

CONTRACTORS PROTECTIVE CLAUSE

There shall be no obligation to deliver any or all of the products included in this proposal in the customary manner when such deliveries are prevented or hindered by Act of God, fire, strike, partial or total interruptions or loss or shortage of transportation facilities, or by other similar or different acts of civil or military authorities, or by other like causes beyond the control of the contractor.

FURTHER INFORMATION

Contact Anita Palacios, City Clerk, 207 West Second Street, Grandview, Washington, 98930, or PH: (509) 882-9208.

February 26, 2018

City of Grandview
City Clerk
207 W. 2nd. Street
Grandview, WA. 98930

Dear Sue,

Shown below is the current CENEX rack pricing at Pasco, WA.
We are furnishing this information per the original fuel bid specifications.
Price confirmations are sent weekly, and may not reflect a price change.

	<u>Unlead</u>	<u>ULSD#2</u>
Pasco Rack	\$1.886	\$2.082
WA Haz. Tax (.7% of rack)	\$0.013	\$0.015
WA Petroleum product Tax(.5%of rack)	\$0.009	\$0.010
Bid over Rack	\$0.045	\$0.045
<i>Sub-Total 1:</i>	<u>\$1.953</u>	<u>\$2.152</u>
Schaeffer Additive	N/A	\$0.023
<i>Sub-Total 2:</i>	<u>\$1.953</u>	<u>\$2.175</u>
Fed Oil Spill Recovery	\$0.00171	\$0.00195
Fed Road Tax 10% Eth cr	\$0.184	\$0.244
State Road Tax	\$0.494	\$0.494
	<u>\$2.633</u>	<u>\$2.915</u>
Less Fed Rd Tax Credit	-0.183	-\$0.243
FUEL COST	<u>\$2.450</u>	<u>\$2.672</u>

Sincerely,

Justin Carey
VP of Energy
Bleyhl Farm Service, Inc.

CHS Inc -CENEX - Rack Pricing

This e-mail is intended solely for the individual(s) named above. It contains CONFIDENTIAL and/or proprietary information and should NOT be forwarded.

Rack Pricing for: BLEYHL FARM SERVICE INC

CENEX LAST UPDATED 03/02/2018 17:18
 WA HILLYARD - HFT EFFECTIVE 03/02/2018 18:00

PRODUCT - BRANDED	CHANGE	GROSS PRICE	PRODUCT - BRANDED	CHANGE	GROSS PRICE
UL 10% ETH 870	+0.0080	1.7825	MG 3B 10% ETH 890	+0.0105	1.9350
PUL 10% ETH 920	+0.0280	2.0568	ETHANOL	+0.0000	1.7300
CENEX ROADMASTER XL	-0.0110	1.9846	CENEX RDMSTR XL W/CFI	-0.0110	2.0071
ULSD15 RUBY FLDMSTR	-0.0110	1.9886	ULSD15 R FLDMSTR W/CF	-0.0110	2.0111
ULSD15 #2 CLEAR	-0.0110	1.9371	ULSD15 #2 DYED	-0.0110	1.9411
ULSD15 #2 CFI CLEAR	-0.0110	1.9596	ULSD15 #2 CFI DYED	-0.0110	1.9636

CENEX LAST UPDATED 03/02/2018 17:18
 WA PASCO - TWB EFFECTIVE 03/02/2018 18:00

PRODUCT - BRANDED	CHANGE	GROSS PRICE	PRODUCT - BRANDED	CHANGE	GROSS PRICE
UL 10% ETH 870	+0.0430	1.8855	MG UL 10% ETH 890	+0.0080	2.0382
PUL 10% ETH 920	+0.0430	2.2104	CENEX ROADMASTER XL	+0.0040	2.1296
ULSD15 RUBY FLDMSTR	+0.0040	2.1336	ULSD15 #2 CLEAR	+0.0040	2.0821
ULSD15 #2 DYED	+0.0040	2.0861			

CENEX LAST UPDATED 03/02/2018 17:18
 WA SEATTLE - BPP EFFECTIVE 03/02/2018 18:00

PRODUCT - BRANDED	CHANGE	GROSS PRICE	PRODUCT - BRANDED	CHANGE	GROSS PRICE
UNLEADED LAC 870	+0.0175	2.3545	UL 10% ETH LAC 870	+0.0075	1.9307
MID GR 3WAY BLD 10890	+0.0175	2.1620	PREM UNL 10% ETH L920	+0.0075	2.2672
ULSD15 #1 CLEAR	-0.0025	2.2836	ULSD15 #1 DYED	-0.0025	2.2886
ULSD15 #2 CLEAR	-0.0025	1.9836	ULSD15 #2 DYED	-0.0025	1.9886
ULSD15 #2 CLEAR B5	-0.0025	1.9836	ULSD15 #2 DYED B5	-0.0025	1.9886

...End of Message...
 NNNN

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PP7 Refined Fuels --> AA077_RF_PriceNotification_Email