

**GRANDVIEW CITY COUNCIL  
REGULAR MEETING AGENDA  
TUESDAY, MARCH 27, 2018**



**REGULAR MEETING – 7:00 PM**

**PAGE**

1. **CALL TO ORDER & ROLL CALL**
2. **PLEDGE OF ALLEGIANCE**
3. **PRESENTATIONS**
4. **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.
5. **CONSENT AGENDA** – Items on the Consent Agenda will be voted on together by the Council, unless a Councilmember requests that items be removed from the Consent Agenda and discussed and voted upon separately. An item removed from the Consent Agenda will be placed under Unfinished and New Business.
  - A. Minutes of the March 13, 2018 Committee-of-the-Whole meeting 1-5
  - B. Minutes of the March 13, 2018 Council meeting 6-7
  - C. Payroll Electronic Fund Transfers (EFT) Nos. 5918-5922 in the amount of \$79,368.08
  - D. Payroll Check Nos. 10164-10180 in the amount of \$83,962.54
  - E. Payroll Direct Deposit 3/1/18-3/15/18 in the amount of \$98,501.21
  - F. Claim Check Nos. 114792-114963 in the amount of \$773,654.08
6. **ACTIVE AGENDA** – Notice: Items discussed at the 6:00 pm Committee-of-the-Whole meeting of an urgent or time sensitive nature may be added to the active agenda pursuant to City Council Procedures Manual Section 3.18(c).
  - A. Resolution No. 2018-17 authorizing application for funding to the Washington State Department of Transportation 2018 City Safety Grant Program for the West Second/Hillcrest Improvements 8
  - B. Resolution No. 2018-18 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 9-13
  - C. Resolution No. 2018-19 authorizing the Mayor to sign Task Order No. 2018-02 with HLA Engineering and Land Surveying, Inc., for the Sanitary Sewer Truck Main Replacement Environmental Review, Condition Assessment, Engineering Design and Final Plans, Specifications and Estimate 14-18
  - D. Resolution No. 2018-20 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 19-28
  - E. 2018 Fuel Bid Award – Bleyhl Farm Service
  - F. Economic Development Liaison Appointment – Councilmember Gloria Mendoza
  - G. Lower Yakima Valley REACH Visitor and Newcomer Magazine Expenditure 29-31
7. **UNFINISHED AND NEW BUSINESS**
8. **CITY ADMINISTRATOR AND/OR STAFF REPORTS**
9. **MAYOR & COUNCILMEMBER REPORTS**
10. **ADJOURNMENT**

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

**1. CALL TO ORDER**

Mayor Norm Childress called the Committee-of-the-Whole special meeting to order at 5:40 p.m., in the Council Chambers at City Hall.

**2. ROLL CALL**

Present were: Mayor Childress and Councilmembers Mike Everett, Gloria Mendoza, Bill Moore, Javier Rodriguez and Joan Souders.

Absent were: Councilmembers Gay Brewer and Dennis McDonald.

Staff present were: City Administrator/Public Works Director Cus Arteaga, City Attorney Quinn Plant, City Treasurer Matt Cordray, Police Chief Kal Fuller, Fire Chief Pat Mason, Assistant Public Works Director Marty Groom and City Clerk Anita Palacios.

Also present were City Engineers Mike Battle and Terry Alapeteri with HLA Engineering and Land Surveying, Inc.

**3. PUBLIC COMMENT – None**

**4. NEW BUSINESS**

**A. Police Department Additional Staffing Request**

At the February 27, 2018 C.O.W. meeting, Police Chief Fuller provided a powerpoint presentation regarding additional staffing requests for the Police Department. He discussed current staffing issues and budget considerations. He requested not to add a new officer position to the current staffing level, however, revisit the additional officer request during the 2019 preliminary budget. He noted that the Police Department would have another officer retirement in early 2019. He requested to hire the 2019 replacement officer in June of 2018 and advised that there was a good candidate on the current Civil Service eligibility list. He recommended that his budget figures be reviewed for accuracy and he be authorized to begin the hiring process. Due to time constraints, Police Chief Fuller was scheduled for a follow-up presentation to address his request at the March 13<sup>th</sup> C.O.W. meeting.

Police Chief Fuller reviewed his budget figures and advised that half a year (June-Dec 2018) wages and benefits would total \$45,000. He had \$29,000 in unused wages and benefits that were budgeted in 2018. The unused funds were from the officer replacement of Sgt. Palacios' retirement. It was anticipated that the officer replacing Sgt. Palacios would be hired January 2018, but rather would begin May 2018. He requested that a budget amendment be considered to transfer \$16,000 from the Law and Justice Fund to the Police Patrol Services Program in the Current Expense Fund.

Discussion took place.

Following discussion, the C.O.W directed the City Treasurer to prepare a budget amendment to transfer \$16,000 from the Law and Justice Fund to the Police Patrol Services Program in the Current Expense Fund for consideration at the March 27, 2018 C.O.W. meeting.

**B. West Second/Hillcrest Intersection Improvements (Grandview Middle School) WSDOT 2018 City Safety Program Grant Application**

Present on behalf of the Grandview School District were Superintendent Henry Strom and Assistant Superintendent for Finance and Operations Brad Shreeve.

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.

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 were 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.

City Engineer Battle presented the preferred professional engineering design option for the roadway improvements at an estimated project cost of \$651,430. He also presented an interim plan at an estimated project cost of \$45,910.

City Administrator Arteaga recommended that the City submit an application for grant funding of the preferred option. Should the funding application not be successful, the interim plan could then be considered by the City and School District.

Superintendent Strom agreed with the recommendation and confirmed that the School District would provide a letter of support for the funding application and 50% share in the cost of the local match for the application and project design.

**On motion by Councilmember Souders, second by Councilmember Moore, the C.O.W. moved a resolution authorizing application for funding to the Washington State Department of Transportation 2018 City Safety Grant Program for the West Second/Hillcrest improvements to the March 27, 2018 regular Council meeting for consideration and authorized the City Engineer to prepare the application.**

**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**

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 (DOE) an amendment to the 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 DOE for SFY19 Water Quality Financial Assistance to secure funding for the entire Sanitary Sewer Trunk Main Replacement project.

City Engineer Battle explained that the sewer trunk main replacement project made DOE's draft funding list to receive preconstruction funds in the amount of \$601,000. The Trunk Main Replacement project ranked 29th out of 130 applications, with a score of 844 out 1,000 total points. The City was also successful in receiving hardship funding for 50% of the preconstruction project costs, which would be in the form of a forgivable principal loan. The preconstruction funding breakdown was as follows: \$300,500 of standard CWSRF loan (2.0% interest rate, 20-year term); and \$300,500 of forgivable principal loan. Preconstruction funding tasks identified in the DOE application included design (\$469,000), trunk main condition assessment (\$100,000), cultural/environmental review (\$30,000), and advertisement costs (\$2,000). Emergency repair costs were not included in the funding offer from DOE at this time. DOE anticipated the legislature passing a supplemental budget in April, allowing DOE to publish the final funding list and issue funding letters. Funding agreements would 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 would have to reapply for construction loan funding in October 2018. DOE also advised that having design complete would help improve scoring on the construction funding application and encouraged including the emergency repair costs from September 2017 again in the construction funding application.

To help clarify the project timeline, City Engineer Battle presented an updated preliminary project schedule that showed the application for construction funding in October 2018, and construction in 2019/2020 following construction funding agreement execution. He noted that it would be difficult to complete design by the application deadline unless the engineers began prior to DOE issuing a loan agreement in July 2018. Given the scoring and ranking of the trunk main project application, it was unlikely a project funding agreement would not be executed this year. The only issue was the City would have to finance the preliminary design and environmental costs until an agreement was signed and reimbursement requests could be submitted (estimate beginning reimbursement in August 2018).

To begin design, a project-specific engineering services procurement process was not required, but there were some program-specific DOE funding clauses that would need to be added to HLA's General Services Agreement. Supplemental Agreement No. 1 to the General Services Agreement, which added the DOE program clauses was presented. Processing the Supplement Agreement would allow the City Engineer to move forward with a Task Order/Task Order Amendment to begin project design.

Discussion took place.

On motion by Councilmember Moore, second by Councilmember Mendoza, the C.O.W. moved 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 and a resolution approving a Design Services Task Order with HLA Engineering and Land Surveying, Inc., for the engineering design of the sewer trunk main replacement, assessment of the existing pipeline condition and environmental work to the March 27, 2018 regular Council meeting for consideration.

**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**

City Administrator Arteaga explained that 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. 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. He presented the TIB Consultant Agreement with HLA Engineering and Land Surveying, Inc., for construction services in the amount of \$40,770.00.

Discussion took place.

On motion by Councilmember Moore, second by Councilmember Rodriguez, the C.O.W. moved 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 the March 27, 2018 regular Council meeting for consideration.

**E. 2018 Fuel Bid Award – Bleyhl Farm Service**

City Clerk Palacios explained that the City used a common strategy of having bidders provide a bid that was compared to the Oil Information Price Service (OPIS) rack price for a specified location. The bidder bid their margin of markup over the rack price for the delivery location they specified. If fuel prices increased or decreased, the price would be adjusted accordingly, but the margin as bid would remain the same. 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:

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

Discussion took place.

**On motion by Councilmember Mendoza, second by Councilmember Souders, the C.O.W. moved the acceptance of 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 to the March 27, 2018 regular Council meeting for consideration.**

**5. OTHER BUSINESS**

YCDA Annual Meeting Luncheon – The Yakima County Development Association (YCDA) 33<sup>rd</sup> Annual Meeting Luncheon was scheduled for March 14<sup>th</sup> at the Yakima Convention Center.

YVCOG General Membership Meeting – The Yakima Valley Conference of Governments (YVCOG) General Membership meeting was scheduled for March 21<sup>st</sup> in Sunnyside.

Economic Development Liaison – Councilmember Mendoza reported that she was attending the Grandview Chamber of Commerce meetings and the Lower Valley Business Networking meetings on behalf of the City Council to promote economic development.

Councilmember Everett recommended that Councilmember Mendoza be appointed as the Economic Development Liaison for the City Council.

**On motion by Councilmember Souders, second by Councilmember Everett, the C.O.W. moved the confirmation of the appointment of Councilmember Mendoza as the Economic Development Liaison for the City Council to the March 27<sup>th</sup> regular meeting for consideration.**

Lower Yakima Valley REACH Visitor and Newcomer Magazine – Councilmember Mendoza suggested that the City purchase an ad in the Lower Yakima Valley REACH visitor and newcomer magazine published by the Daily Sun News. The REACH was a reference for events, activities and businesses throughout the Lower Yakima Valley from Prosser to Zillah. Copies would be distributed year round along I-90 from North Bend to Ritzville and I-82 from Ellensburg to the Tri-Cities. The cost for a full page ad was \$1,500, ½ page ad \$850 and ¼ page ad \$500.

**On motion by Councilmember Everett, second by Councilmember Souders, the C.O.W. moved an expenditure of up to \$500 for an ad in the REACH magazine to promote the City of Grandview to the March 27<sup>th</sup> regular meeting for consideration.**

**6. ADJOURNMENT**

The C.O.W. meeting adjourned at 7:00 p.m.

---

Mayor Norm Childress

---

Anita Palacios, City Clerk

**GRANDVIEW CITY COUNCIL  
REGULAR MEETING MINUTES  
MARCH 13, 2018**

**1. CALL TO ORDER**

Mayor Norm Childress called the regular meeting to order at 7:00 p.m. in the Council Chambers at City Hall.

Present were: Mayor Childress and Councilmembers Mike Everett, Bill Moore, Gloria Mendoza, Javier Rodriguez and Joan Souders.

Absent were: Councilmembers Gay Brewer and Dennis McDonald.

**On motion by Councilmember Moore, second by Councilmember Rodriguez, Council excused Councilmembers Brewer and McDonald from the meeting.**

Staff present were: City Administrator/Public Works Director Cus Arteaga, City Attorney Quinn Plant, City Treasurer Matt Cordray, Assistant Public Works Director Marty Groom and City Clerk Anita Palacios.

**2. PLEDGE OF ALLEGIANCE**

City Treasurer Cordray led the pledge of allegiance.

**3. PRESENTATIONS**

**A. March 2018 Proclamation People For People 16<sup>th</sup> Annual March for Meals Month**

Mayor Childress proclaimed March 2018 as the 16<sup>th</sup> Annual March for Meals Month and urged every citizen to take this month to honor our Meals and Wheels programs, the seniors they serve and the volunteers who care for them.

**B. People For People Yakima County Community Connector**

Gracie Sexton, Central Region Transportation Manager and Jan Ollivier, Director of Transportation with People For People gave a presentation on the public transportation services provided by People For People in the City of Grandview and requested input on the redesign of the Yakima County Community Connector.

**4. PUBLIC COMMENT – None**

**5. CONSENT AGENDA**

**On motion by Councilmember Rodriguez, second by Councilmember Souders, Council approved the Consent Agenda consisting of the following:**

- A. Minutes of the February 27, 2018 Committee-of-the-Whole meeting**
- B. Minutes of the February 27, 2018 Council meeting**
- C. Payroll Electronic Fund Transfers (EFT) Nos. 5910-5915 in the amount of \$82,665.32**

- D. Payroll Check Nos. 10130-10163 in the amount of \$27,672.38
- E. Payroll Direct Deposit 2/16/18-2/28/18 in the amount of \$100,189.72
- F. Claim Check Nos. 114697-114791 in the amount of \$115,255.42

6. **ACTIVE AGENDA**

- A. **Resolution authorizing the Mayor to sign a Public Defender Agreement for conflict indigent defense counsel with William Schuler III**

This item was previously discussed at the February 27, 2018 C.O.W. meeting.

On motion by Councilmember Everett, second by Councilmember Moore, Council approved Resolution No. 2018-16 authorizing the Mayor to sign a Public Defender Agreement for conflict indigent defense counsel with William Schuler III.

- 7. **UNFINISHED AND NEW BUSINESS** – None
- 8. **CITY ADMINISTRATOR AND/OR STAFF REPORTS** – None
- 9. **MAYOR & COUNCILMEMBER REPORTS** – None
- 10. **ADJOURNMENT**

On motion by Councilmember Moore, second by Councilmember Rodriguez, Council adjourned the meeting at 7:45 p.m.

---

Mayor Norm Childress

---

Anita Palacios, City Clerk

**RESOLUTION NO. 2018-17**

**A RESOLUTION OF THE CITY OF GRANDVIEW, WASHINGTON,  
AUTHORIZING APPLICATION FOR FUNDING TO THE WASHINGTON STATE  
DEPARTMENT OF TRANSPORTATION 2018 CITY SAFETY GRANT PROGRAM  
FOR THE WEST SECOND/HILLCREST IMPROVEMENTS**

**WHEREAS**, City and Grandview School District representatives have been in discussions regarding improvements at the West Second/Hillcrest intersection to improve pedestrian safety and vehicle travel in front of the Grandview Middle School; and,

**WHEREAS**, a funding opportunity is available through the Washington State Department of Transportation (WSDOT) 2018 City Safety Program to provide grant funds for intersection, mid-block or corridor improvements based on crash history; and,

**WHEREAS**, the Grandview School District has agreed to provide a letter of support for the application submittal and 50% share in the cost of the local match for the application and project design; and,

**WHEREAS**, the City Council wishes to authorize application to the WSDOT 2018 City Safety Program for a grant to be used to fund improvements as mentioned above,

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

The Mayor is authorized to submit an application to the Washington State Department of Transportation 2018 City Safety Program for a grant at an estimated project cost of \$651,430.00. The grant program calls for a 10% local match on design and 0% local match on construction if the project is constructed by 2021.

**PASSED** by the **CITY COUNCIL** and **APPROVED** by the **MAYOR** at its regular meeting on March 27, 2018.

**MAYOR**

\_\_\_\_\_  
**ATTEST:**

\_\_\_\_\_  
**CITY CLERK**

**APPROVED AS TO FORM:**

\_\_\_\_\_  
**CITY ATTORNEY**

**RESOLUTION NO. 2018-18**

**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 March 27, 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](http://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

**RESOLUTION NO. 2018-19**

**A RESOLUTION OF THE CITY OF GRANDVIEW, WASHINGTON,  
APPROVING TASK ORDER NO. 2018-02 WITH HLA ENGINEERING  
AND LAND SURVEYING, INC., FOR THE SANITARY SEWER TRUNK MAIN  
REPLACEMENT ENVIRONMENTAL REVIEW, CONDITION ASSESSMENT,  
ENGINEERING DESIGN AND FINAL PLANS, SPECIFICATIONS AND ESTIMATE**

**WHEREAS**, the City of Grandview has entered into a General Services Agreement with Huibregtse, Louman Associates, Inc., (HLA) for work pursuant to task orders; and,

**WHEREAS**, the City would like enter into a Task Order with HLA for the Sanitary Sewer Truck Main Replacement Environmental Review, Condition Assessment, Engineering Design and Final Plans, Specifications and Estimate,

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

The Mayor is hereby authorized to sign Task Order No. 2018-02 with an estimated total amount of \$554,000.00 with HLA Engineering and Land Surveying, Inc., for the Sanitary Sewer Truck Main Replacement Environmental Review, Condition Assessment, Engineering Design and Final Plans, Specifications and Estimate in the form as is attached hereto and incorporated herein by reference.

**PASSED** by the **CITY COUNCIL** and **APPROVED** by the **MAYOR** at a special meeting on March 27, 2018.

**MAYOR**

\_\_\_\_\_  
**ATTEST:**

\_\_\_\_\_  
**CITY CLERK**

**APPROVED AS TO FORM:**

\_\_\_\_\_  
**CITY ATTORNEY**

**TASK ORDER NO. 2018-02**

REGARDING GENERAL AGREEMENT BETWEEN CITY OF GRANDVIEW

AND

HLA ENGINEERING AND LAND SURVEYING, INC. (HLA)

**PROJECT DESCRIPTION:**

**Sanitary Sewer Trunk Main Replacement**  
HLA Project No. 17165E

The existing City of Grandview (CITY) 21-inch sanitary sewer trunk main, which extends from the main collection chamber in Dykstra Park, through the canyon at the base of Sand Hill, to the River Lift Station on Euclid Road, is in extremely poor condition and in need of replacement. The total length of existing sewer trunk main is approximately 13,000 feet (2.5 miles). The trunk main was built prior to 1960 and is constructed of concrete pipe with brick manholes. In September 2017, a portion of the existing trunk main along Euclid Road collapsed, due to its poor condition. Emergency repairs were completed by the CITY to reline the collapsed portion of sewer main and return it to service. Due to its age and condition observed during emergency repairs, it is anticipated that the entire trunk main is of a similar state. This project will include full replacement of the existing trunk main at its current alignment.

In October 2017 the CITY applied for SFY19 Water Quality Financial Assistance from the Department of Ecology (DOE). The CITY was successful in making the DOE draft funding list to receive \$601,000 in preconstruction funds for the project. The final funding list is anticipated to be issued by DOE when the legislature passes a supplemental budget in April 2018. Funding agreements will not be issued until after June 30, 2018. Funded preconstruction tasks include trunk main condition assessment, cultural/environmental review, design, and advertisement costs. The CITY will have to reapply for construction loan funding in October 2018, but having design complete by this time will improve project scoring. To accelerate the project design schedule, the CITY authorized moving forward with the topographic survey and easement document preparation work in October 2017 (Task Order 2017-02). This portion of the project is almost complete and will allow design work to begin immediately.

**SCOPE OF SERVICES:**

At the direction of the CITY, HLA shall provide professional engineering and land surveying services for the Sanitary Sewer Trunk Main Replacement project (PROJECT). HLA services shall include the following:

**Environmental Review**

1. Assist CITY with State Environmental Review Process (SERP) requirements, including preparation of a SEPA checklist for transmittal to lead agency for review and action. It is anticipated that the following environmental permits and processes will not be required for this PROJECT: JARPA application, Hydraulic Project Approval (HPA), Corp of Engineers permit, or Environmental Impact Statement (EIS). Should it be determined during the environmental review process that any of these items must be prepared, they will be completed as additional services.
2. Assist the CITY with Cultural Resources Review (Executive Order 05-05/Section 106), including preparation of an Archaeological Resource Survey for review by controlling authority.
3. Prepare and submit Inadvertent Discovery Plan (IDP) to DOE.
4. Assist CITY with Yakima County Critical Areas development application and review process, including preparation of a Wetland Delineation report, as required.

5. Assist CITY with Notice of Intent (NOI) preparation and application for Construction Stormwater General Permit coverage.

#### **Condition Assessment**

1. Assist CITY with completion of video survey of existing sewer trunk main piping to verify condition and confirm alignment. Video survey will be completed by a subcontractor/subconsultant. CITY to provide access assistance and materials and equipment for cleaning existing sewer trunk main piping, if required.
2. Review video survey results and assess existing piping condition to identify priority improvements and assist with trunk main design.

#### **Engineering Design and Final Plans, Specifications, and Estimate**

1. Perform additional field topographic survey of the proposed PROJECT area as required to complete design, plans, and specifications for publicly bid improvements.
2. Perform field investigations necessary to design the identified improvements.
3. Prepare preliminary design plans and specifications for CITY review and comment.
4. Review and discuss preliminary design plans with CITY staff.
5. Incorporate CITY review comments and prepare draft design plans, specifications, and estimate (PS&E) for review and approval by CITY and DOE (DOE 90% Design Package). DOE design submittal package will include one hard copy and one digital copy of the draft PS&E.
6. Respond to DOE review comments.
7. Incorporate CITY and DOE review comments and prepare final design PS&E for publicly-bid improvements.
8. Following receipt of authorization from CITY and DOE, prepare advertisement for bids and transmit to newspaper(s) as selected by the CITY. Advertising fees to be paid by the CITY.
9. Furnish one (1) electronic and six (6) paper copies of final plans and specifications for bidding and construction contracts.
10. Provide contract documents to potential bidders, as requested, and maintain plan holders list.
11. Answer and supply such information as is requested by prospective bidders.
12. Prepare and issue addenda, as necessary.
13. Attend bid opening and participate in prospective bidder evaluation process.
14. Prepare tabulation of all bids received by the CITY and review bidder's qualifications.
15. Make recommendation to the CITY of construction contract award to the lowest responsible bidder.

#### **Additional Services**

1. Provide professional engineering and land surveying services for additional work requested by the CITY that is not included above.

### **Items to be Furnished and Responsibility of CITY**

1. Provide full information as to CITY requirements of the PROJECT.
2. Assist HLA with access to private property when necessary for collection of topographic survey data.
3. Assist HLA by placing at their disposal all available information pertinent to the site of the PROJECT, including previous reports, drawings, plats, surveys, utility records, and any other data relative to design and construction of the PROJECT.
4. Examine all studies, reports, sketches, estimates, specifications, drawings, proposals, and other documents presented by HLA, and render in writing decisions pertaining thereto within a reasonable time so as not to delay the work of HLA.
5. Obtain approval of all governmental authorities having jurisdiction over the PROJECT, and such approvals and consents from other individuals or bodies as may be necessary for completion of the PROJECT. Pay all review fees and costs associated with obtaining such approvals.
6. Pay for all PROJECT permit and advertisement costs, including but not limited to legal advertisements required for SERP process, construction stormwater general permit, and public bid advertisement.

### **TIME OF PERFORMANCE:**

Following authorization to proceed, HLA will diligently pursue completion of the PROJECT with the following schedule anticipated:

1. Environmental review and compliance information shall be prepared and submitted to the controlling authority/authorities within 120 calendar days after the date of authorization to proceed.
2. Condition assessment shall be completed within 120 calendar days after the date of authorization to proceed.
3. Engineering design, final plans, specifications, and estimate shall be completed within 240 calendar days after the date of authorization to proceed. Final design PS&E is estimated to be completed in December 2018, as part of the anticipated DOE construction loan application cycle schedule.
4. Time for completion of work directed by the CITY under additional services shall be negotiated and mutually agreed upon at the time of service request by the CITY.

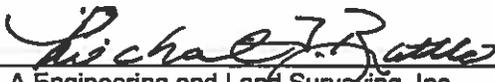
### **FEE FOR SERVICE:**

Environmental review services shall be completed on a time-spent basis at the normal hourly billing rates included in our General Agreement, plus reimbursement for non-salary expenses with an estimated amount of \$30,000.00.

Condition assessment services shall be completed on a time-spent basis at the normal hourly billing rates included in our General Agreement, plus reimbursement for non-salary expenses with an estimated amount of \$100,000.00

Engineering design, final plans, specifications, and estimate shall be completed for the Lump Sum fee of \$424,000.00.

Additional services, as directed/authorized by the CITY, shall be completed on a time-spent basis at the normal hourly billing rates included in our General Agreement, plus reimbursement for non-salary expenses.

Proposed:  3/23/2019  
HLA Engineering and Land Surveying, Inc. Date  
Michael T. Battle, President

Approved: \_\_\_\_\_ Date \_\_\_\_\_  
City of Grandview  
Norm Childress, Mayor

**RESOLUTION NO. 2018-20**

**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 March 27, 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 PROGRESS PAYMENT RATE _____ %	
<input type="checkbox"/> COST PLUS FIXED FEE		OVERHEAD COST METHOD	
		<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 CONSULTANT's employees or other persons while so engaged on any of the work or services provided to be rendered herein, shall be the sole obligation and responsibility of the CONSULTANT.

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

**VIII  
NONDISCRIMINATION**

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

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

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



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

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

**IX  
TERMINATION OF AGREEMENT**

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

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

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

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

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

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

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

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

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

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

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

**X  
CHANGES OF WORK**

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

**XI  
DISPUTES**

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

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

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

**XIII  
LEGAL RELATIONS AND INSURANCE**

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

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

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

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

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

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

**Insurance Coverage**

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

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

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

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

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

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

**XIV  
EXTRA WORK**

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

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

**XV  
ENDORSEMENT OF PLANS**

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

**XVI  
TIB AND AGENCY REVIEW**

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

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

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

**XVIII  
COMPLETE AGREEMENT**

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

**XIX  
EXECUTION AND ACCEPTANCE**

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

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

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

## EXHIBIT A-1 Certification of Consultant

Project No. <b>3-E-183(007)-1</b>	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					
<b>Negotiated Rates</b>					
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	=	\$4,690.00
Engineering Technician	35	x	\$79.00	=	\$2,765.00
Word Processing Technician	8	x	\$79.00	=	\$632.00
<b>TOTAL DSC</b>					<b>\$39,435.00</b>
<b>REIMBURSABLES</b>					
Mileage (1,980 miles x \$0.55/mile)					\$1,089.00
Printing/Plotting/Postage					\$246.00
<b>GRAND TOTAL</b>					<b>\$40,770</b>

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

**Lump Sum Contracts**

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

**Cost Plus Fixed Fee Contracts**

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

**Specific Rates of Pay Contracts**

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

**Cost Per Unit of Work Contracts**

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

## Anita Palacios

---

**From:** Lovin-Stace Sonya <SLovin-Stace@dailysunnews.com>  
**Sent:** Wednesday, March 14, 2018 3:35 PM  
**To:** Anita Palacios  
**Subject:** Reach Travel and New comers 2018 and Jr. Yakima Fair and Rodeo 2018 premium book  
**Attachments:** Reach\_2018.pdf; YV Fair PREMIUM BOOK 2018 (002).pdf

**Follow Up Flag:** Follow up  
**Flag Status:** Flagged

Thank you Anita for calling me today. I have attached the flyers with prices and sizes of the ads for both the Travel guide and the Jr. Fair. I also have attached the links in the e-mail of the Travel guide for 2017 and the Premium Book 2017.

Your ad in the premium book is on page 5.

The Travel and New comers guide is our first one from 2017 and we are hoping it grows as our communities grow. We can build an ad with information you give us or we can receive ad copy that you provide.

### THE DAILY SUN'S REACH VISITOR AND NEWCOMERS GUIDE

Is a high-quality magazine designed to attract tourists and new Residents specifically to the Lower Yakima Valley. The magazine primarily covers the area from Prosser to Zillah. We will publish 20,000 copies in 2018, for distribution along the Interstate 82 and 90 corridors across much of Eastern Washington.

[https://issuu.com/dailysunnewsspecialsections/docs/lower\\_yakima\\_valley\\_reach](https://issuu.com/dailysunnewsspecialsections/docs/lower_yakima_valley_reach)

[https://issuu.com/dailysunnewsspecialsections/docs/yv\\_fair\\_and\\_rodeo\\_premium\\_book](https://issuu.com/dailysunnewsspecialsections/docs/yv_fair_and_rodeo_premium_book)

Sonya Lovin-Stace  
Advertising Manager  
The Daily Sun  
[SLovin-stace@dailysunnews.com](mailto:SLovin-stace@dailysunnews.com)  
509-837-4500 Ext. 102

COMING IN APRIL

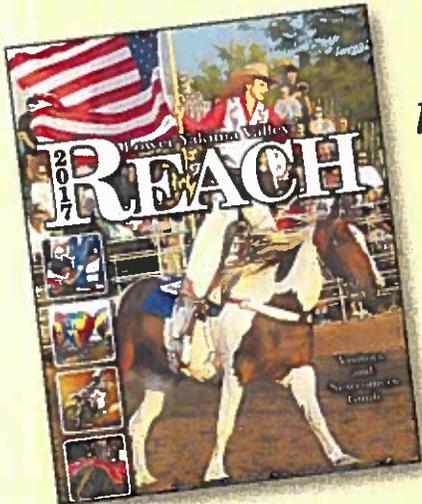
# 2018 Lower Yakima Valley REACH

The Daily Sun presents the second Lower Yakima Valley REACH, a high-quality magazine for visitors and residents. It's a handy reference for all events, activities and businesses throughout the Lower Yakima Valley. ALL YEAR LONG! Copies will be distributed along I-90 from North Bend to Ritzville and I-82 from Ellensburg to the Tri-Cities.

Distribution begins in April.

**To be a part of this inaugural publication call The Daily Sun today at 509-837-4500. Or you can drop us an email to: [Ads@DailySunNews.com](mailto:Ads@DailySunNews.com)**

## THE ULTIMATE VISITOR'S GUIDE



*Take the time to feature your business in the 2018 Lower Yakima Valley REACH.*

- \*Full pg. (8" x 10.22")..... \$1500
- ½ pg. (8" x 5.027") ..... \$850
- ¼ pg. (3.916" x 5.027") ..... \$500
- ⅛ pg. (3.916" x 2.43")..... \$300
- Line Listing..... \$96
- \*Inside Cover...\$1,750, Back Cover...\$1,999

**All Features In Full Color! No Extra Charge!**



*Don't Let Time Run Out! Call Today!*  
**AD DEADLINE IS APRIL 2<sup>ND</sup>**

Call Mat, Sonya, Mikel,  
Karen or Roger at 509-837-4500



# THANK YOU

## For Your Continued Support of the Yakima Valley Fair & Rodeo

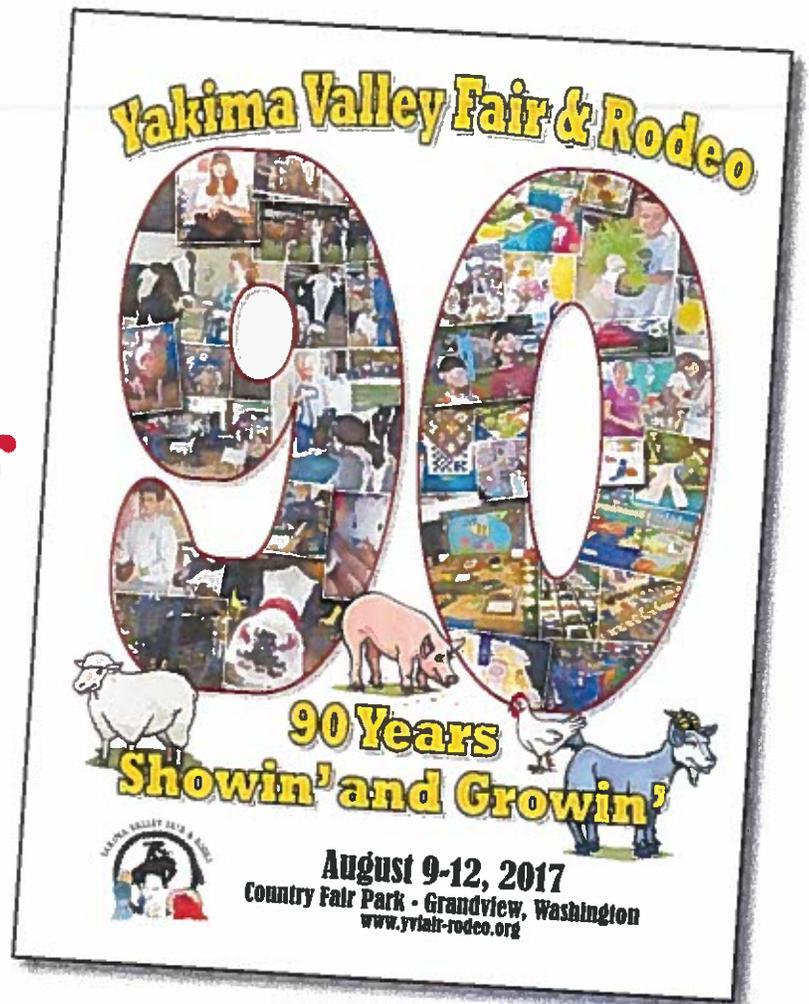
The Yakima Valley Fair & Rodeo Board is again working with The Daily Sun in producing the 2018 Premium Book. This partnership allows the fair board to have a premium book at no cost, plus a free link to the premium book on the web.

This year's annual event, scheduled for August 2018, is a wonderful showcase for the skills and talents of our young people participating in 4-H and FFA. It is also a great opportunity for Lower Valley families to enjoy a variety of activities.

It is local support like yours that energizes and promotes these activities.

Deadline for ads is March 23, 2018.

**Contact your ad rep today!**  
**Call Sonya, Mat,**  
**Mikel, Karen or**  
**Roger at 509-837-4500**  
 or email: [ads@dailysunnews.com](mailto:ads@dailysunnews.com)



### SIZES AND RATES

Full	(7.5" x 9.8")	.....	\$359
1/2 pg.	(3.62" x 9.8")		
or	(7.5" x 4.79")	.....	\$199
1/4 pg.	(3.62" x 4.79")	.....	\$109
1/8 pg.	(3.62" x 2.26")	.....	\$69

*Full Color (limited amount) add \$90*

**DAILY SUN NEWS**  
 P.O. Box 878  
 600 S. Sixth St.  
 Sunnyside, Washington 98944

PHONE (509) 837-4500  
 FAX (509) 837-6397  
[ads@DailySunNews.com](mailto:ads@DailySunNews.com)