

**GRANDVIEW CITY COUNCIL  
COMMITTEE-OF-THE-WHOLE  
MEETING AGENDA  
TUESDAY, DECEMBER 10, 2019**



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

**PAGE**

**1. CALL TO ORDER**

**A. Oaths of Office:**

- Council Position 3 – Diana R. Jennings
- Council Position 4 – Gaylord Brewer
- Council Position 5 – Bill Moore
- Council Position 6 – David S. Diaz
- Council Position 7 – Michael (Mike) Everett

**1**

**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. Resolution approving Task Order No. 2019-06 with HLA Engineering and Land Surveying, Inc., for the Sanitary Sewer Trunk Main Replacement**

**2-9**

**B. Resolution accepting the bid for the Water Service Meter Equipment and authorizing the Mayor to sign all contract documents with Consolidated Supply Co.**

**10-18**

**C. Resolution authorizing the Mayor to sign the Washington State Transportation Improvement Board Fuel Tax Grant Agreement for the FY 2021 Overlay Project 3-E-183(008)-1 East Stover Road to Colleen's Way**

**19-28**

**5. OTHER BUSINESS**

**6. ADJOURNMENT**



Yakima County Elections Division

# Official Statement of Canvass

General Election – November 5, 2019

City of Grandview

**RECEIVED**

DEC - 2 2019

CITY OF GRANDVIEW

Mayor 4 year shortfull term	votes received
Gloria Mendoza	570

Council, Position 5 4 year term	votes received
Bill Moore	635

Council, Position 3 2 year unexpired term	votes received
Diana R. Jennings	619

Council, Position 6 4 year short/full term	votes received
David S. Díaz	618

Council, Position 4 4 year term	votes received
Gaylord Brewer	422
Joseph W. Jensen	302

Council, Position 7 4 year term	votes received
Michael (Mike) Everett	577

I, CHARLES R. ROSS, Auditor, Yakima County, State of Washington, hereby certify that this is a full, true and correct reporting of the votes cast at the General Election held on Tuesday, November 5, 2019, as taken from the certified Abstract of Votes.

WITNESS my hand and official seal this 26th day of November, 2019.

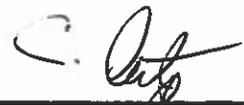
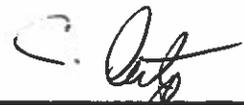
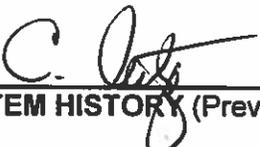
  
 \_\_\_\_\_  
 CHARLES R. ROSS, County Auditor and  
 Ex-officio Supervisor of Elections  
 Yakima County, Washington

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

<b>ITEM TITLE</b>  Resolution approving Task Order No. 2019-06 with HLA Engineering and Land Surveying, Inc., for the Sanitary Sewer Trunk Main Replacement	<b>AGENDA NO.:</b> New Business 4 (A)  <b>AGENDA DATE:</b> December 10, 2019
<b>DEPARTMENT</b>  Public Works Department	<b>FUNDING CERTIFICATION (City Treasurer)</b> (If applicable)

**DEPARTMENT HEAD REVIEW**

Cus Arteaga, City Administrator/Public Works Director

	
<b>CITY ADMINISTRATOR</b>  	<b>MAYOR</b>  

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

The City of Grandview applied for and was granted a Water Quality Combined Financial Assistance 2019 Agreement between the State of Washington Department of Ecology to fund the 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.

Attached is Task Order No. 2019-06 with HLA Engineering and Land Surveying, Inc., for the Sanitary Sewer Trunk Main Replacement with an estimated total amount of \$543,000.00 for professional engineering services and land surveying during construction.

**ACTION PROPOSED**

Move a resolution approving Task Order No. 2019-06 with HLA Engineering and Land Surveying, Inc., for the Sanitary Sewer Trunk Main Replacement to the regular Council meeting for consideration.

**Anita Palacios**

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**From:** Mike Battle <mbattle@hlacivil.com>  
**Sent:** Wednesday, December 4, 2019 11:06 AM  
**To:** Cus Arteaga; Anita Palacios  
**Cc:** Terry Alapeteri; Susan Shane  
**Subject:** Sewer Trunk Main - Engineering Services During Construction Task Order 2019-06  
**Attachments:** Task Order 2019-06 Sewer Trunk Main-Engr Services during Construction.pdf;  
2019-11-20 Project Cost Split.pdf

Cus-

For your review and consideration is **Task Order 2019-06** related to the Sewer Truck Main Replacement Project, including:

a. Funding Administration and Closeout	\$30,000
b. Sanitary Sewer Asset Management Program	\$45,000
c. Engineering Services during Construction	<u>\$495,000</u> (based on 180 construction contract days)
TOTAL	\$570,000

As shown on the attached **2019-11-20 Project Cost Split**, the total amount of Ecology funding available for these services is \$570,000. (Task - \$30,000 Project Administration/Management and Task 3 - \$540,000 Construction Management).

Following your review please contact us with any questions. The Originals will be placed in the mail.

Best,

Michael T. Battle, PE  
***HLA Engineering and Land Surveying, Inc.***  
Phone: (509) 966-7000  
www.hlacivil.com

Trunk Sanitary Sewer Replacement Project Expenditures by Year Estimate

	Budget	To-Date		Expenditure Year	
		Through Aug 1, 2019	Sept-Dec 2019	2020	2020
Task 1	\$ 30,000	\$ -	\$ 3,750	\$ 26,250	
Task 2	\$ 556,000	\$ 510,306	\$ 45,694	\$ -	
Task 2	\$ 45,000	\$ 43,960	\$ 1,040	\$ -	
Task 3	\$ 540,000	\$ -	\$ -	\$ 540,000	
Task 4	\$ 3,318,073	\$ -	\$ -	\$ 3,318,073	
Task 4	\$ 750,000	\$ -	\$ -	\$ 750,000	
Task	\$ 1	\$ -	\$ -	\$ 1	
Task 5	\$ 20,000	\$ -	\$ 18,627	\$ 1,373	
Task 6	\$ 18,627	\$ 18,627	\$ -	\$ -	
Task 7	\$ 61,800	\$ -	\$ -	\$ 61,800	
<b>Total</b>	<b>\$ 5,339,501</b>	<b>\$ 572,892</b>	<b>\$ 69,111</b>	<b>\$ 4,697,497</b>	

Assumptions:

- 1) DOE will finalize contract addendum to combine contracts by November, 2019
- 2) Construction begins in January 2020
- 3) Task 2a + 2b = Task 2 in the total amount of \$601,000

**RESOLUTION NO. 2019-\_\_\_**

**A RESOLUTION OF THE CITY OF GRANDVIEW, WASHINGTON,  
APPROVING TASK ORDER NO. 2019-06 WITH HLA ENGINEERING  
AND LAND SURVEYING, INC., FOR THE SANITARY SEWER  
TRUNK MAIN REPLACEMENT**

**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 to provide professional engineering services and land surveying for the Sanitary Sewer Truck Main Replacement,

**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. 2019-06 with HLA Engineering and Land Surveying, Inc., to provide professional engineering services and land surveying for the Sanitary Sewer Trunk Main Replacement with an estimated total amount of \$543,000.00 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 \_\_\_\_\_, 2019.

**MAYOR**

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

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

**APPROVED AS TO FORM:**

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

**TASK ORDER NO. 2019-06**

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. 17165C**

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.

This project is funded in the amount of \$5,339,500, with \$4,589,500 from the Washington State Department of Ecology and \$750,000 from the Washington State Community Development Block Grant. The construction phase of improvements is funded in the amount of \$4,638,074.

**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:

**1.0 Funding Administration and Closeout**

- 1.1 Maintain project records to meet Ecology grant/loan administrative requirements.
- 1.2 Prepare and submit requests for reimbursement, including corresponding backup documentation.
- 1.3 Prepare Ecology quarterly progress reports.
- 1.4 Prepare Ecology Closeout report, including photos.

**2.0 Sanitary Sewer Asset Management Program**

- 2.1 In coordination with the CITY, develop an inventory of the CITY's sanitary sewer collection system critical assets.
- 2.2 Evaluate and assess the condition and performance of the CITY's sanitary sewer collection system critical assets.
- 2.3 Develop a Plan to maintain, repair, and replace the CITY's sanitary sewer collection system critical assets, including funding plan.
- 2.4 Develop a process to evaluate and implement water and energy conservation efforts as part of the Plan.
- 2.5 Provide review copies of the Plan to the CITY for comment at 60% and 90% completion.

2.6 Submit final Plan to the CITY in both electronic (.pdf) and paper format.

### **3.0 Engineering Services During Construction**

- 3.1 Develop a detailed Construction Quality Assurance Plan and submit to Ecology for approval.
- 3.2 Provide a Plan of interim operation for the facility while under construction to Ecology.
- 3.3 Prepare and transmit notice of award to the Contractor.
- 3.4 Coordinate execution of the Contract with the CITY and Contractor, including review of bond and Insurance requirements.
- 3.5 Coordinate and conduct preconstruction meeting with the CITY, Contractor, Ecology, private utilities, and affected agencies.
- 3.6 Prepare and issue notice to proceed to the Contractor.
- 3.7 Furnish the field survey crew necessary to set horizontal and vertical control for the PROJECT.
- 3.8 Furnish qualified resident engineers (inspectors) as necessary to observe construction and be at the PROJECT site during all significant work. The resident engineer(s) shall provide surveillance of project construction for substantial compliance with plans and specifications.
- 3.9 Perform measurement and computation of pay items, prepare and file progress reports on the PROJECT with the CITY, and provide monthly progress pay estimates to the CITY.
- 3.10 Administer weekly construction meetings.
- 3.11 Consult and advise the CITY during construction and make a final report of the completed work.
- 3.12 The CITY is required to monitor the Contractor's payment of prevailing wage rates. As part of construction services, HLA will monitor General Contractor and Subcontractor compliance with State labor standards during construction of the PROJECT. This work includes checking monthly certified payrolls, conducting employee interviews in the field, and issuing letters of non-compliance and/or letters of missing documents.
- 3.13 Review Contractor's submission of samples and shop drawings, where applicable.
- 3.14 Review materials testing results for compliance with plans and specifications.
- 3.15 Prepare and submit proposed contract change orders when applicable.
- 3.16 Perform final walk-through with the CITY and Contractor, and issue final punch list.
- 3.17 Prepare and furnish reproducible record drawings of all completed work from as-built drawings furnished by the Construction Inspector and Contractor. Provide one (1) copy to Ecology's Project Manager.
- 3.18 Prepare and submit a Declaration of Construction Completion form, signed by the Engineer, to Ecology.

### **4.0 Additional Services**

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

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

- 5.1 Provide full information as to CITY requirements of the PROJECT.
- 5.2 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.
- 5.3 Examine all sketches, estimates, drawings, change orders, requests for information (RFI) and other documents presented by HLA, and provide written decisions within a reasonable time as not to delay work of HLA or the Contractor.
- 5.4 Obtain approval of all governmental authorities having jurisdiction over the PROJECT, and 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.
- 5.5 Pay for all PROJECT permit and advertisement costs.

### **TIME OF PERFORMANCE:**

Following receipt of signed Task Order, HLA will diligently pursue completion of the PROJECT:

#### **1.0 Funding Administration and Closeout**

Funding Administration will begin upon execution of this Agreement and continue through physical construction and closeout with the Department of Ecology.

#### **2.0 Sanitary Sewer Asset Management Program**

The Asset Management Program will begin upon execution of this Agreement and be completed within 120 working days.

#### **3.0 Engineering Services During Construction**

Engineering services during construction for the PROJECT shall begin upon construction contract award by the CITY to the lowest responsible bidder and shall extend through both the completion of construction and completion of as-constructed drawings and labor documentation closeout, as requested and directed by the CITY. A maximum of 180 working days has been assumed for the construction of sanitary sewer improvements. If the Contractor is granted time extensions for construction completion due to recognized delays, requested additional work, and/or change orders, engineering services beyond the 180 working days shall be considered additional services.

### **FEE FOR SERVICE:**

#### **1.0 Funding Administration and Closeout**

Funding Administration and Closeout shall be completed for the Lump Sum fee of \$30,000.

#### **2.0 Sanitary Sewer Asset Management Program**

Sanitary Sewer Asset Management Plan shall be completed for the Lump Sum fee of \$45,000.

#### **3.0 Engineering Services During Construction**

Engineering Services During Construction shall be performed on an hourly basis, at normal hourly billing rates, for the estimated fee of \$495,000. A maximum of 180 working days has been assumed for the construction of sanitary sewer improvements. If the Contractor is granted time extensions for construction completion due to recognized delays, requested additional work, and/or change orders, engineering services beyond the 180 working days shall be considered additional services.

**4.0 Additional Services**

Any additional work requested by the CITY not included in this Task Order shall be authorized by the CITY and agreed upon by HLA in writing prior to proceeding with the services. HLA will perform the additional services as directed/authorized by the CITY on a time-spent basis at the hourly billing rates included in our General Agreement, plus reimbursement for direct non salary expenses such as laboratory testing, printing expenses, vehicle mileage, out-of-town travel costs, and outside consultants.

**Proposed:**  12/4/2019  
HLA Engineering and Land Surveying, Inc. Date  
Michael T. Battle, PE, President

**Approved:** \_\_\_\_\_ Date \_\_\_\_\_  
City of Grandview  
Gloria Mendoza, Mayor

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

**ITEM TITLE**

Resolution accepting the bid for the Water Service Meter Equipment and authorizing the Mayor to sign all contract documents with Consolidated Supply Co.

**AGENDA NO.:** New Business 4 (B)

**AGENDA DATE:** December 10, 2019

**DEPARTMENT**

Public Works Department

**FUNDING CERTIFICATION** (City Treasurer)  
(If applicable)

**DEPARTMENT DIRECTOR REVIEW**

City Administrator/Public Works Director Cus Arteaga



**MAYOR**

**CITY ADMINISTRATOR**




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

**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 for the water service meter equipment were opened on November 14, 2019. A total of three (3) bids were received with Consolidated Supply Co., of Tigard, Oregon, submitting the low bid in the amount of \$745,135.50.

**ACTION PROPOSED**

Move a resolution accepting the bid for the Water Service Meter Equipment and authorizing the Mayor to sign all contract documents with Consolidated Supply Co., to a regular Council meeting for consideration.



December 4, 2019

City of Grandview  
207 West Second Avenue  
Grandview, WA 98930

Attn: Mr. Cus Arteaga

Re: City of Grandview  
WATER SERVICE METER EQUIPMENT  
HLA Project No.: 19007M  
Recommendation of Award

Dear Mr. Arteaga:

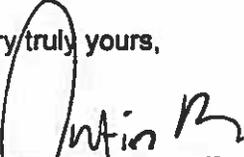
Equipment bid proposals for the above project were opened at 11:00 a.m. on Thursday, November 14, 2019. A total of three (3) bid proposals were received, with total meter equipment costs ranging from a low of \$745,136.50 to a high of \$1,055,468.09. The lowest bid was offered by Consolidated Supply Co., of Tigard, Oregon. We have reviewed and checked the bid proposals of all bidders. Enclosed is a copy of the bid summary for your review.

In addition to the equipment costs, non-quantitative parameters such as reliability (warranty), manufacturer experience, qualifications, equipment availability, technical support capability, and past project performance were evaluated to ensure the most qualified and cost-effective proposal is selected. Enclosed is a copy of the bid evaluation summary and associated worksheets with scores provided for each bidder. Scores for the equipment cost were granted as a ratio of the cost difference between bidders, with the most points granted to the lowest bidder and fewer points granted to the highest bidder. Points for the warranty values (Worksheet A) were granted in a similar manner, with the most points granted to the bidder with the longest non-prorated warranty period. Points awarded in the experience and qualifications categories (Worksheet B) were based on a ranking of the bidders from information provided. All three bidders have strong technical support capabilities and a good record of quality service to customers, so maximum points were granted to each bidder.

As can be seen in the attached bid evaluation summary, the highest bidder offers the longest non-prorated warranty period and has the largest number of meter systems in service, however, the cost difference between bids of \$310,331.59 is substantial. The equipment costs, warranty periods, manufacturer experience, and resulting scores of each bidder were reviewed with City staff, and it was determined that the bid proposal received from Consolidated Supply Co., would be the most cost-effective equipment solution for the City of Grandview. Therefore, we recommend the City accept the proposal received from Consolidated Supply Co., in the amount of \$745,135.50.

Please review the enclosed bid summary and evaluation information. Should the City agree with this recommendation, please provide us with a copy of the City of Grandview Council minutes authorizing award of this project. If you have any questions, please contact our office.

Very truly yours,



Justin L. Bellamy, PE

JLB/sms

Enclosures

Copy: Caroline Fitzsimmons, HLA

**BID SUMMARY**

**Owner:** CITY OF GRANDVIEW  
**Project:** WATER SERVICE METER EQUIPMENT  
 HLA Project No.: 19007M  
 Bid Opening Date: November 14, 2019

**BIDDER #1**  
 Consolidated Supply Co.  
 7337 SW Kable Lane  
 Tigard, OR 97224

**BIDDER #2**  
 General Pacific, Inc.  
 22414 NE Townsend Way  
 Fairview< OR 97024

**BIDDER #3**  
 Ferguson Enterprises  
 9129 N. Tyndall Ave.  
 Portland, OR 97217

Item No.	Item Description	Unit	Quantity	BIDDER #1		BIDDER #2		BIDDER #3	
				Unit Price	Amount	Unit Price	Amount	Unit Price	Amount

**SCHEDULE A - ELECTROMAGNETIC/ULTRASONIC WATER SERVICE METER EQUIPMENT (2019 PURCHASE)**

1	Bond, Insurance, and Submittals	LS	1	\$11,007.81	\$11,007.81	\$0.00	\$0.00	\$55,369.00	\$55,369.00
2	Meter Data Collection and Programming Equipment, Software, and Hardware	LS	1	\$39,083.30	\$39,083.30	\$23,000.00	\$23,000.00	\$0.00	\$0.00
3	Online Installation Assistance, Software, and Hardware Setup	LS	1	\$0.00	\$0.00	\$850.00	\$850.00	\$1,250.00	\$1,250.00
4	Onsite Training and Instruction to Owner, O&M Documents, and Commissioning Reports	LS	1	\$0.00	\$0.00	\$3,500.00	\$3,500.00	\$1,250.00	\$1,250.00
5	One-Year Annual Software and Hardware Maintenance Fee	LS	1	\$0.00	\$0.00	\$8,486.72	\$8,486.72	\$2,500.00	\$2,500.00
6	5/8 x 3/4-Inch Electromagnetic/Ultrasonic Meter and MIU	EA	1,220	\$178.83	\$218,172.60	\$252.00	\$307,440.00	\$254.00	\$309,880.00
7	5/8 x 3/4-Inch Electromagnetic/Ultrasonic or Positive Displacement Meter with Automatic Shutoff Valve and MIU	EA	50	\$344.59	\$17,229.50	\$520.00	\$26,000.00	\$550.00	\$27,500.00
8	1-inch Electromagnetic/Ultrasonic Meter and MIU	EA	167	\$286.21	\$47,797.07	\$299.00	\$49,933.00	\$291.00	\$48,597.00
9	1-1/2-inch Electromagnetic/Ultrasonic or Compound Meter and MIU	EA	5	\$627.39	\$3,136.95	\$584.00	\$2,920.00	\$1,242.00	\$6,210.00
10	2-inch Electromagnetic/Ultrasonic or Compound Meter and MIU	EA	45	\$710.64	\$31,978.80	\$754.00	\$33,930.00	\$1,433.00	\$64,485.00
<b>SUBTOTAL SCHEDULE A</b>					<b>\$398,398.03</b>		<b>\$454,059.72</b>		<b>\$517,041.00</b>
<b>7.9% STATE SALES TAX</b>					<b>\$29,102.50</b>		<b>\$35,870.72</b>		<b>\$40,846.24</b>
<b>SCHEDULE A TOTAL</b>					<b>\$397,488.53</b>		<b>\$489,930.44</b>		<b>\$557,887.24</b>

**SCHEDULE B - ELECTROMEGNETIC/ULTRASONIC WATER SERVICE METER EQUIPMENT (2020 PURCHASE)**

11	One-Year Annual Software and Hardware Maintenance Fee	LS	1	\$2,704.00	\$2,704.00	\$5,286.72	\$5,286.72	\$2,500.00	\$2,500.00
12	5/8 x 3/4-Inch Electromagnetic/Ultrasonic Meter and MIU	EA	1,221	\$178.83	\$218,351.43	\$252.00	\$307,692.00	\$254.00	\$310,134.00
13	5/8 x 3/4-Inch Electromagnetic/Ultrasonic or Positive Displacement Meter with Automatic Shutoff Valve and MIU	EA	50	\$344.59	\$17,229.50	\$520.00	\$26,000.00	\$550.00	\$27,500.00
14	1-inch Electromagnetic/Ultrasonic Meter and MIU	EA	168	\$286.21	\$48,083.28	\$299.00	\$50,232.00	\$291.00	\$48,888.00
15	1-1/2-inch Electromagnetic/Ultrasonic or Compound Meter and MIU	EA	5	\$627.39	\$3,136.95	\$584.00	\$2,920.00	\$1,242.00	\$6,210.00
16	2-inch Electromagnetic/Ultrasonic or Compound Meter and MIU	EA	46	\$710.64	\$32,689.44	\$754.00	\$34,684.00	\$1,433.00	\$65,918.00



BID EVALUATION SUMMARY									
ITEM NO.	ITEM DESCRIPTION	COST			POINTS			MAX. POSSIBLE POINTS	
		Consolidated Supply/ Mueller	General Pacific/Badger	Ferguson/ Sensus	Consolidated Supply/ Mueller	General Pacific/Badger	Ferguson/ Sensus		
<b>EQUIPMENT COSTS</b>									
1	Total Hardware, Software, and Equipment Cost (TOTAL from Unit Price Bid Proposal)	\$745,136.50	\$950,463.52	\$1,055,468.09	50	39	35	50	
<b>NON-QUANTITATIVE ITEMS</b>									
2	System Reliability/Warranty (see Worksheet A)				Consolidated Supply/ Mueller 19	General Pacific/Badger 19	Ferguson/ Sensus 25	25	
3	Experience, Qualifications, Technical Support Capabilities (see Worksheet B)				Consolidated Supply/ Mueller 18	General Pacific/Badger 19	Ferguson/ Sensus 25	25	
					<b>TOTAL POINTS</b>	<b>77</b>	<b>85</b>	<b>100</b>	

WORKSHEET A						
ITEM NO.	ITEM DESCRIPTION	VALUE			MAX. POSSIBLE POINTS	
FLEXIBILITY		Consolidated Supply/ Mueller	General Pacific/Badger	Ferguson/ Sensus		
A1	Non-Prorated Warranty Period of Complete Meter Assembly (including battery, flow tube, sensing device, electronics register, etc.) (years)	10	10	15		
	A1 POINTS	7	7	10		10
A2	Non-Prorated Warranty Period of Complete Meter Interface Unit (MIU)/Endpoint Module (including battery, sensing device, electronics, etc.) (years)	10	10	15		
	A2 POINTS	7	7	10		10
A3	Non-Prorated Warranty Period of Complete Meter Assembly with Automatic Shutoff Valve (including battery, flow tube, sensing device, valve actuator, gear motor, electronics, registers, etc.) (years)	5	5	5		
	A3 POINTS	5	5	5		5
	TOTAL POINTS	19	19	25		25

WORKSHEET B						
ITEM NO.	ITEM DESCRIPTION	VALUE			MAX. POSSIBLE POINTS	
		Consolidated Supply/ Mueller	General Pacific/Badger	Ferguson/ Sensus		
B1	Number of Northwest (WA, OR, ID) installations	34	50	216		
	B1 POINTS	1	2	3	3	
B2	Number of US Installations with Less Than 5,000 Meters	723	1,000	1,013		
	B2 POINTS	1	2	2	2	
B3	Number of US Installations in Operation Between 5 and 10 Years (using proposed electromagnetic/ultrasonic meter and MIU models)	1,525 (MIU Only)	300	843		
	B3 POINTS	1	1	2	2	
B4	Number of US Installations in Operation More Than 10 Years (using proposed electromagnetic/ultrasonic meter and MIU models)	7 (MIU Only)	0	146		
	B4 POINTS	2	1	3	3	
B5	Number of AMR to AMI Convertible Systems Installed in the Northwest (WA, OR, ID)	25	30	30		
	B5 POINTS	1	2	2	2	
B6	Minimum Number of Regularly Stocked Replacement Meters and MIUs Within 200 Miles of the City of Grandview (of type equivalent to proposed meter and MIU models)	250	200	300		
	B6 POINTS	4	3	5	5	
B7	Technical Support Capabilities, Quality of Service, and Cost of Service					
	B7 POINTS	4	4	4	4	
B8	Quality of Performance of Previous Contracts or Services					
	B8 POINTS	4	4	4	4	
	TOTAL POINTS	18	19	25	25	

**RESOLUTION NO. 2019-\_\_\_**

**A RESOLUTION OF THE CITY OF GRANDVIEW, WASHINGTON,  
ACCEPTING THE BID FOR THE WATER SERVICE METER EQUIPMENT AND  
AUTHORIZING THE MAYOR TO SIGN ALL CONTRACT DOCUMENTS WITH  
CONSOLIDATED SUPPLY CO.**

**WHEREAS**, the City of Grandview has advertised for bids for the Water Service Meter Equipment; and,

**WHEREAS**, Consolidated Supply Co., of Tigard, Oregon, has submitted the lowest responsible bid, which bid has been accepted;

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

The Mayor is hereby authorized to sign all contract documents with Consolidated Supply Co., for the Water Service Meter Equipment in the amount of \$745,135.50.

**PASSED** by the **CITY COUNCIL** and **APPROVED** by the **MAYOR** at its regular meeting on \_\_\_\_\_, 2019.

**MAYOR**

\_\_\_\_\_

**ATTEST:**

\_\_\_\_\_

**CITY CLERK**

**APPROVED AS TO FORM:**

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

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

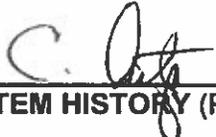
<b>ITEM TITLE</b>	<b>AGENDA NO.:</b> New Business 4 (C)
Resolution authorizing the Mayor to sign the Washington State Transportation Improvement Board Fuel Tax Grant Agreement for the FY 2021 Overlay Project 3-E-183(008)-1 East Stover Road to Colleen's Way	<b>AGENDA DATE:</b> December 10, 2019
<b>DEPARTMENT</b>	<b>FUNDING CERTIFICATION</b> (City Treasurer) (If applicable) N/A
Public Works Department	

**DEPARTMENT HEAD REVIEW**

Cus Arteaga, City Administrator/Public Works Director

  
MAYOR

**CITY ADMINISTRATOR**





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

The City submitted a Transportation Improvement Board (TIB) grant funding application to the Arterial Preservation Program in the amount of \$239,715 for a grind and overlay of East Stover Road to Colleen's Way.

**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 November 22, 2019, the City was awarded FY 2021 Overlay Project funding from the Washington State Transportation Improvement Board in the amount of \$239,715 for East Stover Road to Colleen's Way. The City will be required to provide a 10% local match in the amount of \$26,635 which will be funded through the Transportation Benefit District. The project is scheduled for construction in the spring of 2020. Attached is the Fuel Tax Grant Agreement with TIB that will require Council approval.

**ACTION PROPOSED**

Move a resolution authorizing the Mayor to sign the Washington State Transportation Improvement Board Fuel Tax Grant Agreement for the FY 2021 Overlay Project, Multiple Locations, TIB Project Number 3-E-183(008)-1 East Stover Road to Colleen's Way to a regular Council meeting for consideration.



# Washington State Transportation Improvement Board

November 22, 2019

## TIB Members

Chair  
Mayor Glenn Johnson  
City of Pullman

Vice Chair  
Commissioner Richard Stevens  
Grant County

Amy Asher  
RiverCities Transit

Alyssa Ball  
Office of Financial Management

Aaron Butters, P.E.  
HW Lochner Inc.

Barbara Chamberlain  
WSDOT

Elizabeth Chamberlain  
City of Walla Walla

Mike Dahlem P.E.  
City of Sumner

Sue Dreier  
Pierce Transit

John Klekotka, P.E.  
Port of Everett

Commissioner Robert Koch  
Franklin County

John Koster  
County Road Administration Board

Colleen Kuhn  
Human Services Council

Mark Kulaas  
Douglas County

Mayor Ron Lucas  
Town of Steilacoom

Mick Matheson, P.E.  
City of Mukilteo

David Ramsay  
Feet First

Steve Roark, P.E.  
WSDOT

Councilmember Mike Todd  
City of Mill Creek

Jennifer Walker  
Thurston County

Mr. Cus Arteaga  
City Administrator/Public Works Director  
City of Grandview  
207 West 2nd Street  
Grandview, WA 98930-1398

**RECEIVED**

**DEC - 5 2019**

**CITY OF GRANDVIEW**

Dear Mr. <sup>Cus</sup>Arteaga:

Congratulations! We are pleased to announce the selection of your project, FY 2021 Overlay Project, Multiple Locations, TIB project number 3-E-183(008)-1.

Total TIB funds for this project are \$239,715.

Before any work is allowed on this project, you must:

- Verify the information on the Project Funding Status Form, revise if necessary, and sign;
- Sign both copies of the Fuel Tax Grant Distribution Agreement; and
- Return the above items to TIB;

You may only incur reimbursable expenses after you receive approval from TIB.

In accordance with RCW 47.26.084, you must certify full funding by November 22, 2020 or the grant may be terminated. Grants may also be rescinded due to unreasonable project delay as described in WAC 479-05-211.

If you have questions, please contact Christa Draggie, TIB Project Engineer, at (360) 586-1147 or e-mail [ChristaD@TIB.wa.gov](mailto:ChristaD@TIB.wa.gov).

Sincerely,

Ashley Probart  
Executive Director

Enclosures

Ashley Probart  
Executive Director

P.O. Box 40901  
Olympia, WA 98504-0901  
Phone: 360-586-1140  
Fax: 360-586-1165  
[www.tib.wa.gov](http://www.tib.wa.gov)

Arterial Preservation Program (APP)  
**Approved Segment Listing**  
FY 2021 Overlay Program

**GRANDVIEW**

Street	Termini	Pavement Length	Pavement Width
Stover Road	E Stover Rd to Coleen Way	2,400 feet	38 feet

**RESOLUTION NO. 2019-\_\_\_**

**A RESOLUTION OF THE CITY OF GRANDVIEW, WASHINGTON,  
AUTHORIZING THE MAYOR TO SIGN THE WASHINGTON STATE  
TRANSPORTATION IMPROVEMENT BOARD FUEL TAX GRANT  
AGREEMENT FOR THE FY 2021 OVERLAY PROJECT 3-E-183(008)-1  
EAST STOVER ROAD TO COLLEEN'S WAY**

**WHEREAS**, the City of Grandview has been selected by the Washington State Transportation Improvement Board to receive TIB funds in the amount of \$239,715 for the FY 2021 Overlay Project for East Stover Road to Colleen's Way, and

**WHEREAS**, the City must execute a Fuel Tax Grant Agreement setting forth the terms and conditions and the regulations by which the City must comply in order to receive said funding,

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

The Mayor is hereby authorized to sign the Fuel Tax Grant Agreement between the City of Grandview and the Washington State Transportation Improvement Board in the form as is attached hereto and incorporated herein by reference for the FY 2021 Overlay Project 3-E-183(008)-1 East Stover Road to Colleen's Way.

**PASSED** by the **CITY COUNCIL** and **APPROVED** by the **MAYOR** at its regular meeting on \_\_\_\_\_, 2019.

**MAYOR**

\_\_\_\_\_

**ATTEST:**

**CITY CLERK**

\_\_\_\_\_

**APPROVED AS TO FORM:**

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



City of Grandview  
3-E-183(008)-1  
FY 2021 Overlay Project  
Multiple Locations

STATE OF WASHINGTON  
TRANSPORTATION IMPROVEMENT BOARD  
AND  
City of Grandview  
AGREEMENT

THIS GRANT AGREEMENT (hereinafter "Agreement") for the FY 2021 Overlay Project, Multiple Locations (hereinafter "Project") is entered into by the WASHINGTON STATE TRANSPORTATION IMPROVEMENT BOARD (hereinafter "TIB") and City of Grandview, a political subdivision of the State of Washington (hereinafter "RECIPIENT").

1.0 PURPOSE

TIB hereby grants funds in the amount of \$239,715 for the project specified above, pursuant to terms contained in the RECIPIENT'S Grant Application, supporting documentation, chapter 47.26 RCW, title 479 WAC, and the terms and conditions listed below.

2.0 SCOPE AND BUDGET

The Project Scope and Budget are initially described in RECIPIENT'S Grant Application and incorporated by reference into this Agreement. Scope and Budget will be further developed and refined, but not substantially altered during the Design, Bid Authorization and Construction Phases. Any material alterations to the original Project Scope or Budget as initially described in the Grant Application must be authorized by TIB in advance by written amendment.

3.0 PROJECT DOCUMENTATION

TIB requires RECIPIENT to make reasonable progress and submit timely Project documentation as applicable throughout the Project. Upon RECIPIENT'S submission of each Project document to TIB, the terms contained in the document will be incorporated by reference into the Agreement. Required documents include, but are not limited to the following:

- a) Project Funding Status Form
- b) Bid Authorization Form with plans and engineers estimate
- c) Award Updated Cost Estimate
- d) Bid Tabulations
- e) Contract Completion Updated Cost Estimate with final summary of quantities
- f) Project Accounting History

4.0 BILLING AND PAYMENT

The local agency shall submit progress billings as project costs are incurred to enable TIB to maintain accurate budgeting and fund management. Payment requests may be submitted as often as the RECIPIENT deems necessary, but shall be submitted at least quarterly if billable



amounts are greater than \$50,000. If progress billings are not submitted, large payments may be delayed or scheduled in a payment plan.

#### 5.0 TERM OF AGREEMENT

This Agreement shall be effective upon execution by TIB and shall continue through closeout of the grant or until terminated as provided herein, but shall not exceed 10 years unless amended by the Parties.

#### 6.0 AMENDMENTS

This Agreement may be amended by mutual agreement of the Parties. Such amendments shall not be binding unless they are in writing and signed by persons authorized to bind each of the Parties.

#### 7.0 ASSIGNMENT

The RECIPIENT shall not assign or transfer its rights, benefits, or obligations under this Agreement without the prior written consent of TIB. The RECIPIENT is deemed to consent to assignment of this Agreement by TIB to a successor entity. Such consent shall not constitute a waiver of the RECIPIENT's other rights under this Agreement.

#### 8.0 GOVERNANCE & VENUE

This Agreement shall be construed and interpreted in accordance with the laws of the state of Washington and venue of any action brought hereunder shall be in the Superior Court for Thurston County.

#### 9.0 DEFAULT AND TERMINATION

##### 9.1 NON-COMPLIANCE

- a) In the event TIB determines, in its sole discretion, the RECIPIENT has failed to comply with the terms and conditions of this Agreement, TIB shall notify the RECIPIENT, in writing, of the non-compliance.
- b) In response to the notice, RECIPIENT shall provide a written response within 10 business days of receipt of TIB's notice of non-compliance, which should include either a detailed plan to correct the non-compliance, a request to amend the Project, or a denial accompanied by supporting details.
- c) TIB will provide 30 days for RECIPIENT to make reasonable progress toward compliance pursuant to its plan to correct or implement its amendment to the Project.
- d) Should RECIPIENT dispute non-compliance, TIB will investigate the dispute and may withhold further payments or prohibit the RECIPIENT from incurring additional reimbursable costs during the investigation.

##### 9.2 DEFAULT

RECIPIENT may be considered in default if TIB determines, in its sole discretion, that:



- a) RECIPIENT is not making reasonable progress toward correction and compliance.
- b) TIB denies the RECIPIENT's request to amend the Project.
- c) After investigation TIB confirms RECIPIENT'S non-compliance.

TIB reserves the right to order RECIPIENT to immediately stop work on the Project and TIB may stop Project payments until the requested corrections have been made or the Agreement has been terminated.

### 9.3 TERMINATION

- a) In the event of default by the RECIPIENT as determined pursuant to Section 9.2, TIB shall serve RECIPIENT with a written notice of termination of this Agreement, which shall be served in person, by email or by certified letter. Upon service of notice of termination, the RECIPIENT shall immediately stop work and/or take such action as may be directed by TIB.
- b) In the event of default and/or termination by either PARTY, the RECIPIENT may be liable for damages as authorized by law including, but not limited to, repayment of grant funds.
- c) The rights and remedies of TIB provided in the AGREEMENT are not exclusive and are in addition to any other rights and remedies provided by law.

### 9.4 TERMINATION FOR NECESSITY

TIB may, with ten (10) days written notice, terminate this Agreement, in whole or in part, because funds are no longer available for the purpose of meeting TIB's obligations. If this Agreement is so terminated, TIB shall be liable only for payment required under this Agreement for performance rendered or costs incurred prior to the effective date of termination.

### 10.0 USE OF TIB GRANT FUNDS

TIB grant funds come from Motor Vehicle Fuel Tax revenue. Any use of these funds for anything other than highway or roadway system improvements is prohibited and shall subject the RECIPIENT to the terms, conditions and remedies set forth in Section 9. If Right of Way is purchased using TIB funds, and some or all of the Right of Way is subsequently sold, proceeds from the sale must be deposited into the RECIPIENT's motor vehicle fund and used for a motor vehicle purpose.

### 11.0 INCREASE OR DECREASE IN TIB GRANT FUNDS

At Bid Award and Contract Completion, RECIPIENT may request an increase in the TIB funds for the specific project. Requests must be made in writing and will be considered by TIB and awarded at the sole discretion of TIB. All increase requests must be made pursuant to WAC 479-05-202 and/or WAC 479-01-060. If an increase is denied, the recipient shall be liable for costs incurred in excess of the grant amount. In the event that final costs related to the specific project are less than the initial grant award, TIB funds will be decreased and/or refunded to TIB in a manner that maintains the original ratio between TIB funds and total project costs.



## 12.0 INDEPENDENT CAPACITY

The RECIPIENT shall be deemed an independent contractor for all purposes and the employees of the RECIPIENT or any of its contractors, subcontractors, and employees thereof shall not in any manner be deemed employees of TIB.

## 13.0 INDEMNIFICATION AND HOLD HARMLESS

The PARTIES agree to the following:

Each of the PARTIES, shall protect, defend, indemnify, and save harmless the other PARTY, its officers, officials, employees, and agents, while acting within the scope of their employment as such, from any and all costs, claims, judgment, and/or awards of damages, arising out of, or in any way resulting from, that PARTY's own negligent acts or omissions which may arise in connection with its performance under this Agreement. No PARTY will be required to indemnify, defend, or save harmless the other PARTY if the claim, suit, or action for injuries, death, or damages is caused by the sole negligence of the other PARTY. Where such claims, suits, or actions result from the concurrent negligence of the PARTIES, the indemnity provisions provided herein shall be valid and enforceable only to the extent of a PARTY's own negligence. Each of the PARTIES agrees that its obligations under this subparagraph extend to any claim, demand and/or cause of action brought by, or on behalf of, any of its employees or agents. For this purpose, each of the PARTIES, by mutual negotiation, hereby waives, with respect to the other PARTY only, any immunity that would otherwise be available to it against such claims under the Industrial Insurance provision of Title 51 RCW. In any action to enforce the provisions of the Section, the prevailing PARTY shall be entitled to recover its reasonable attorney's fees and costs incurred from the other PARTY. The obligations of this Section shall survive termination of this Agreement.

## 14.0 DISPUTE RESOLUTION

- a) The PARTIES shall make good faith efforts to quickly and collaboratively resolve any dispute arising under or in connection with this AGREEMENT. The dispute resolution process outlined in this Section applies to disputes arising under or in connection with the terms of this AGREEMENT.
- b) Informal Resolution. The PARTIES shall use their best efforts to resolve disputes promptly and at the lowest organizational level.
- c) In the event that the PARTIES are unable to resolve the dispute, the PARTIES shall submit the matter to non-binding mediation facilitated by a mutually agreed upon mediator. The PARTIES shall share equally in the cost of the mediator.
- d) Each PARTY agrees to compromise to the fullest extent possible in resolving the dispute in order to avoid delays or additional incurred cost to the Project.
- e) The PARTIES agree that they shall have no right to seek relief in a court of law until and unless the Dispute Resolution process has been exhausted.



15.0 ENTIRE AGREEMENT

This Agreement, together with the RECIPIENT'S Grant Application, the provisions of chapter 47.26 Revised Code of Washington, the provisions of title 479 Washington Administrative Code, and TIB Policies, constitutes the entire agreement between the PARTIES and supersedes all previous written or oral agreements between the PARTIES.

16.0 RECORDS MAINTENANCE

The RECIPIENT shall maintain books, records, documents, data and other evidence relating to this Agreement and performance of the services described herein, including but not limited to accounting procedures and practices which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Agreement. RECIPIENT shall retain such records for a period of six years following the date of final payment. At no additional cost, these records, including materials generated under the Agreement shall be subject at all reasonable times to inspection, review or audit by TIB personnel duly authorized by TIB, the Office of the State Auditor, and federal and state officials so authorized by law, regulation or agreement.

If any litigation, claim or audit is started before the expiration of the six (6) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.

Approved as to Form  
Attorney General

By:

Signature on file

\_\_\_\_\_  
Guy Bowman  
Assistant Attorney General

Lead Agency

Transportation Improvement Board

\_\_\_\_\_  
Chief Executive Officer

\_\_\_\_\_  
Date

\_\_\_\_\_  
Executive Director

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Name



# Project Funding Status Form

Agency Name: **GRANDVIEW**  
Project Name: **FY 2021 Overlay Project**  
**Multiple Locations**

TIB Project Number: **3-E-183(008)-1**

Verify the information below and revise if necessary.

Return to: Transportation Improvement Board • PO Box 40901 • Olympia, WA 98504-0901

### PROJECT SCHEDULE

Target Dates		
Construction Approval	Contract Bid Award	Contract Completion

### PROJECT FUNDING PARTNERS

List additional funding partners and amount.

Funding Partners	Amount	Revised Funding
GRANDVIEW	26,635	
WSDOT	0	
Federal Funds	0	
<b>TOTAL LOCAL FUNDS</b>	<b>26,635</b>	

Signatures are required from two different agency officials. Return the originally signed form to the TIB office.

#### Mayor or Public Works Director

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed or Typed Name

\_\_\_\_\_  
Title

#### Financial Officer

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed or Typed Name

\_\_\_\_\_  
Title