

**GRANDVIEW CITY COUNCIL
REGULAR MEETING AGENDA
TUESDAY, MAY 10, 2016**



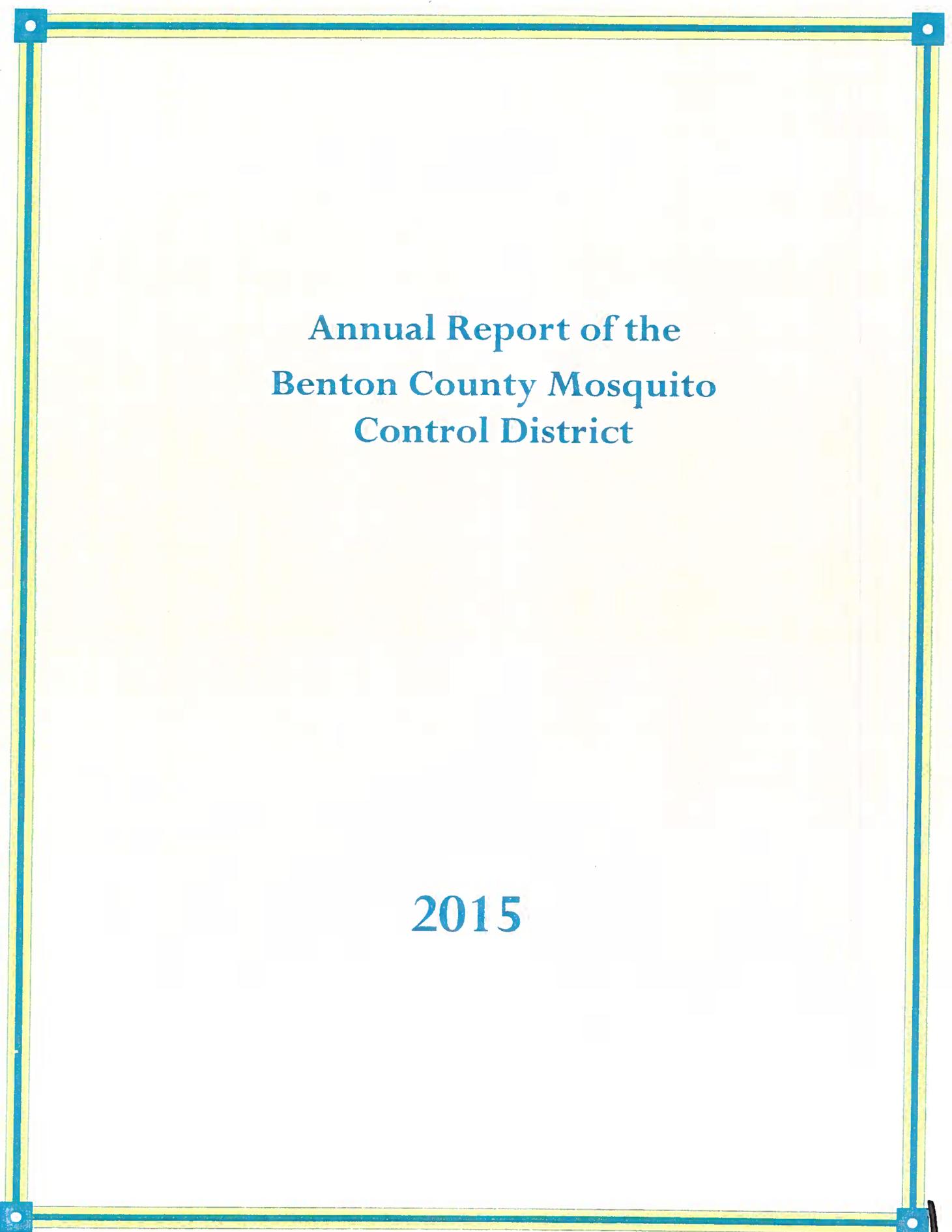
REGULAR MEETING – 7:00 PM

PAGE

- 1. CALL TO ORDER & ROLL CALL**
- 2. PLEDGE OF ALLEGIANCE**
- 3. PRESENTATIONS**
 - A. Benton County Mosquito Control District – 2015 Annual Report – Rudy Cortez 1-13
 - B. Hotrods @ Herb's Bar & Grill – Street Closure Request – Robert Conklin 14-15
- 4. PUBLIC COMMENT** – The public may address the Council on items on the agenda.
- 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 April 26, 2016 regular meeting 16-20
 - B. Payroll Electronic Fund Transfers (EFT) Nos. 5549-5554 in the amount of \$79,702.82
 - C. Payroll Check Nos. 8785-8825 in the amount of \$25,319.18
 - D. Payroll Direct Deposit 04/16/16 – 04/30/16 in the amount of \$89,194.73
 - E. Claim Check Nos. 110424-110521 in the amount of \$140,051.23
- 6. ACTIVE AGENDA**
 - A. Ordinance No. 2016-3 repealing Section 2.04.030 Failure to attend meeting – Arrest and Section 2.04.040 Penalty for refusal to attend meeting of the Grandview Municipal Code 21-24
 - B. Resolution No. 2016-26 authorizing the Mayor to sign a Washington State Transportation Improvement Board Consultant Agreement with HLA Engineering and Land Surveying, Inc., for the Wine Country Road Improvements from Ash Street to Fir Street 25-41
- 7. UNFINISHED AND NEW BUSINESS**
- 8. CITY ADMINISTRATOR AND/OR STAFF REPORTS**
- 9. MAYOR & COUNCILMEMBER MEETING REPORTS**
- 10. ADJOURNMENT**



**Annual Report of the
Benton County Mosquito
Control District**

2015

Our Board of Trustees

<i>Cynthia Gray</i>	<i>President</i>	Benton Co. Commissioner Dist. #2 Commissioner Shon Small
<i>Dennis Byam</i>	<i>Secretary</i>	Yakima Co. Commissioner Dist. #3 Commissioner Rand Elliott
<i>Richard Bloom</i>	<i>Trustee</i>	City of West Richland - Mayor Brent Gerry
<i>Kevin Christensen</i>	<i>Trustee</i>	Benton Co. Commissioner Dist. #1 Commissioner Jerome Delvin
<i>Rudy Cortez</i>	<i>Trustee</i>	City of Grandview - Mayor Norm Childress
<i>John Cummings</i>	<i>Trustee</i>	City of Richland - Mayor John Fox
<i>Greg Dorsett</i>	<i>Trustee</i>	Benton County Commissioner District #3 Commissioner James Beaver
<i>Thomas Groom</i>	<i>Trustee</i>	City of Prosser - Mayor Paul Warden
<i>Michelle McLeod</i>	<i>Trustee</i>	City of Benton City - Mayor Lloyd Carnahan

Mission Statement

The Benton County Mosquito Control is dedicated to responsibly improving the quality of life within our District by controlling mosquitoes using Integrated Pest Management (IPM) strategies. IPM is designed to utilize practicable, efficacious, cost effective, environmentally-compatible mosquito control measures to reduce mosquito populations and the risk of diseases they potentially carry.

Communication and cooperation with property owners, residents and governmental agencies are critical components in the effort to reduce mosquito populations. Benton County MCD strives to be open and responsive to members of our community.

History

In 1957, the Washington State legislature passed Revised Code of Washington (RCW) 17.28 – Mosquito Control Districts. This legislation allows for the creation of mosquito control districts and provides guidance and authorities associated with the operation of a district. The primary reason that a mosquito control district is formed is for the welfare of the public.

Benton County Mosquito Control District #1 (BCMC) was formed in 1957, but funding and operations did not begin until 1969/1970. The formation of this District was brought about due to a concern for repeated epidemics of encephalitis like those seen in the 1940s and to a lesser extent, the 1950s.

Benton County is listed as having 22 different mosquito species and Yakima County has 36 different species (provided by WA Dept of Health). The district has physically trapped 16 different species of mosquitoes. Some of these species are vectors (an organism that can transmit pathogens) for diseases, like West Nile virus (WNV), St. Louis Encephalitis (SLE) and Western Equine Encephalitis (WEE).

Originally, Benton County MCD consisted of the city of West Richland and county lands surrounding the areas of Benton City, Kennewick and Richland. The city of Richland was annexed into the District in 1970. The cities of Prosser and Benton City were annexed in 1971. In 1990 areas of the city of Kennewick that were not within the District were annexed. The district expanded even more in 1992 with the annexation of Grandview and Mabton.

We are governed by a Board of Trustees that is comprised of appointed representatives from each of the cities and county commissioner districts within the district. This works out to 7 city representatives and 5 county commissioner representatives; 3 for Benton County and 2 for Yakima County.

Funding is generated by a special assessment that is levied against properties within the district. For the year 2015, residents paid approximately eight cents per \$1,000 of property value in Benton County. This is computed by the County Assessor then billed and collected by the County Treasurer.

Benton County District Map:



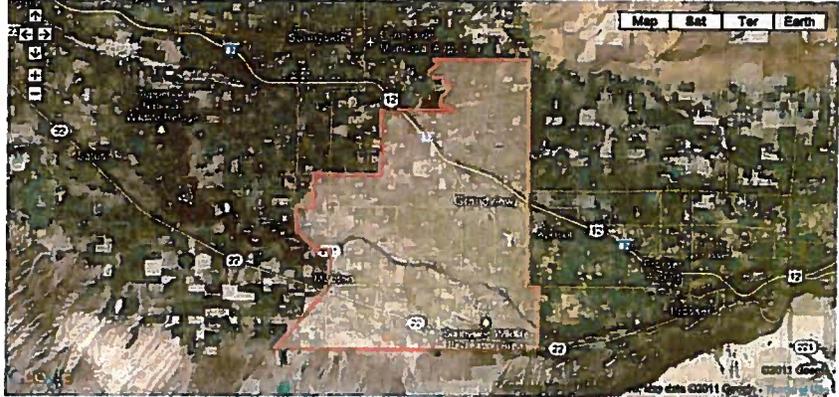
Benton County District Map:

BCMC serves the cities of Benton City, Kennewick, Prosser, Richland, West Richland and all areas within the district boundaries shown to the left.

Yakima County District Map:

BCMC serves the cities of Mabton and Grandview as well as areas within the district boundaries shown to the right.

Yakima County District Map:



Meet The Staff



Angela Beehler, District Manager

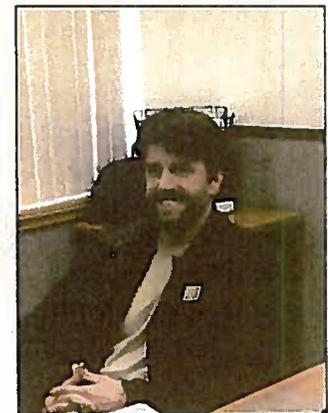
Angela joined the District in 2009 after working with mosquito control districts in the Midwest. The Manager's primary responsibility is overseeing the daily operations of the District while ensuring compliance with all local, state and federal laws. She reports directly to the Board of Trustees. The Manager prepares the annual budget and controls the daily expenses. She oversees the surveillance portion of the program, making alterations to the overall program when risk of mosquito transmitted disease or nuisance levels are high.



Kevin McClure, Field Supervisor

Kevin is a native of Prosser that began his career with BCMC as a seasonal Control Operator. Before becoming the Field Supervisor in 2010, Kevin served as the district's Maintenance Supervisor making him an expert on the equipment, products and safety procedures used in mosquito control. He serves the chief safety officer, providing weekly training to all staff members. He trains and directly supervises the Control Operators, giving them daily instruction and following up in the field. Kevin manages the product and equipment inventory which requires him to communicate with vendors to stay up-to-date on new mosquito control products and methods.

Kevin Shoemaker, GIS/Information Officer has been with the district since 1999. He has served the district in many roles over the years, and the knowledge and experience he has gained is a great resource for the staff and residents. He coordinates our public education program and is available to answer residents' questions on agency operations, vector transmitted disease, and overall pest control. Kevin is responsible for maintaining databases of sensitive areas such as bee hives, chemically sensitive citizens, and organic farms. He creates and regularly updates all district maps, databases, and our website.



Gloria Lawson, Office Administrator is the friendly, southern voice residents have come to recognize over the phone since 1994. She acts as the receptionist, receives and routes visitors, takes service requests and relays them to the appropriate staff member. The Administrator is responsible for reviewing timecards, preparing payroll and checks for payment of vendors, and the district's tax statements. Gloria also prepares the monthly financial reports for the Board of Trustees, keeps the cities and counties informed of district activities, and takes minutes for all district board meetings.



H

The Field Crew

Barker Ranch

Jon Springer

Army Corps of Engineers land

Jeremy Sauve

Benton City/West Richland

Andy Hall

Byron Ponds/Mabton/Morgan Lake

Antonio Navarro

Reyes Navarro

Finley/Kennewick

Roger Stringer

Grandview

Elijah Hofer

Maintenance and Grounds

Dan Dutt

Prosser Inspector

Shad Gould

Prosser

Austyn Schlosser

Kyle Steinbock

Richland

Tyler Willis

Storm Drains/ Catch Basins

Brady Lawson

Surveillance Assistants

Christopher Scott Burruss

Chelsie Price

Bracken Sorenson

Cassandra Thomas

Surveillance Supervisor

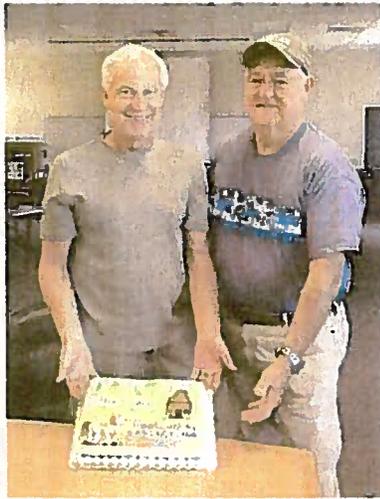
William Moore

Tri-Cities Additional Staff

Anthony Dorsett

Dalton Beebe

Dennis Byam and John Cummings Provided Over 20 years of Service



This year we said good-bye to two remarkable men on our Board of Trustees. Dennis Byam has been the appointee for the Yakima County Commissioner District #3 since 1992. In 2009 he took on the role of Secretary of the Board, a position he held until he moved out of the district in July.

John Cummings has served as the Trustee for the City of Richland since 1996. He remained active throughout the years attending many regional and national mosquito control meetings.

Both were quick to volunteer for committees within the organization such as the Budget and Salaries Committee and the Committee on Employee Relations. It is a blessing to have them on the board for so many years and they will be greatly missed.

Involvement in our Regional Association

Throughout the off-season there are many opportunities to increase ones knowledge of the mosquito control industry. The Spring Workshop of the Northwest Mosquito and Vector Control Association (NWMVCA) kicks off the season and was once again hosted by Benton County MCD. The program focused on control product education.

Benton County MCD also hosts a calibration workshop each spring. This event provides a platform for mosquito control districts to calibrate their spray equipment, ensuring compliance with pesticide label specifications.

The Annual Meeting of the NWMVCA was held in October in Osoyoos, British Columbia. The meeting was attended by board member Rudy Cortez as well as Gloria Lawson, Kevin Shoemaker and Kevin McClure. In recent years Gloria has taken on the role of registration and administration coordinator for this event.

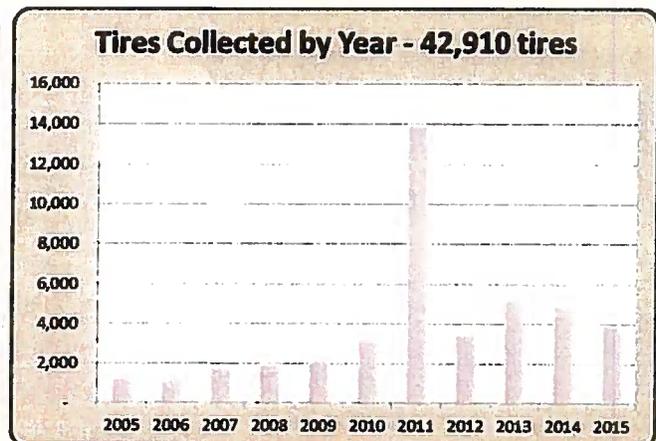
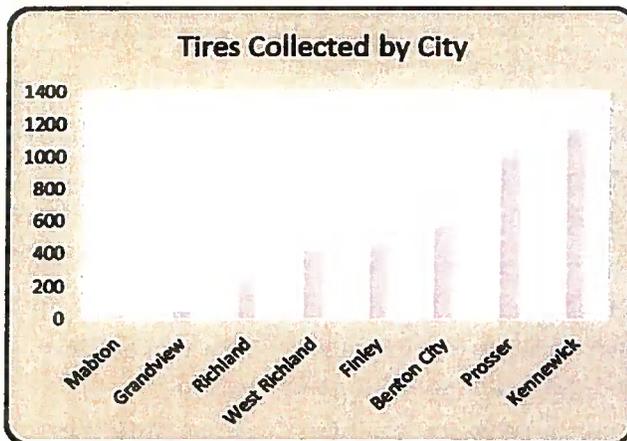
Involvement in the International Association

The District is actively involved with the American Mosquito Control Association (AMCA). The AMCA Annual Meeting was held in New Orleans, Louisiana. Board members Dennis Byam, Rudy Cortez, and Kevin Christensen accompanied Angela to the meeting.

Angela organized and moderated the Legislative and Regulatory session. She also serves on AMCA committees focusing on Education, Public Relations, and Legislative / Regulatory issues. As the Legislative and Regulatory Chairman, she assists in organizing annual visits to Washington D.C. where mosquito control professionals meet with Members of Congress to educate them on how federal laws affect our ability to protect public health.

Source Reduction

Removing standing water where mosquitoes lay their eggs is the only to prevent them from returning. The BCMC annual **Tire Drive** continues to be our most popular public relations event. Tires hold water from rain and sprinklers providing habitat for mosquitoes. One day each year, on the week of Earth Day, we invite residents to drop off used tires for recycling. Citizens call months in advance in anticipation of this service. We had two drop off locations in West Richland and Prosser on April 18th. We collected 3,966 tires (1,108 in Prosser and 2,858 in West Richland) bringing our grand total to nearly 43,000 tires collected since the program began in 2005.



Biological Control

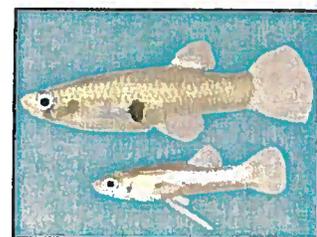
When immature mosquitoes, or mosquito larvae, are found by our crew the first control strategy considered is to eliminate the water. If this is not possible, biological or chemical control methods may be used.

The mosquitofish, *Gambusia affinis*, is a natural predator of mosquito larvae used throughout the world as a biological control agent for mosquitoes. Although not native to Washington, mosquitofish can be stocked in mosquito larval sources by trained district technicians only after a permit for transporting and stocking has been obtained from the Washington Department of Fish and Wildlife.

Residents with ornamental ponds can request that the district deliver mosquitofish to their property. Our crew made 49 fish deliveries in 2015 consisting of 642 fish.

Fish and wildlife preservation specialists have shown an increasing concern over the introduction of invasive species into waterways because they compete with native species for food. In sensitive ecosystems, chemical control methods may be a less harmful than mosquito fish.

Gambusia affinis



Inspections / Larval Surveillance

Fifteen seasonal Control Operators were hired by the district for the 2015 mosquito season. Their job is to monitor and map mosquito development areas, educate residents about potential concerns and prevention methods, and apply mosquito control methods as needed.

According to records, a total of 7,382 water inspections were made, leading to 35,958 applications (including storm drains).



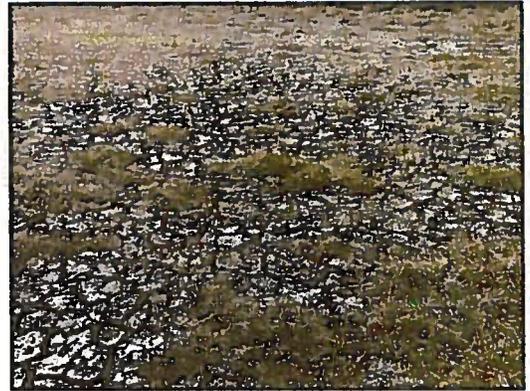
High organic in the Yakima River due to drought conditions.

Treatments and inspections are dependent on the amount of standing water. This fluctuates for a multitude of reasons; for instance this year there was low snowpack in the Cascades and drought conditions throughout the West Coast resulting in watering restrictions. This poses a challenge for inspectors because waterways that typically flow or receive fresh, clean water now become stagnant mosquito development areas. In addition, the high organic content in the water means products must be applied more often and at a higher rate.

Controlling Mosquito Larvae

Preventing and controlling larval stage mosquitoes is the primary focus of the mosquito control district. Eliminating or treating standing water is the safest and most cost effective way to control mosquito populations. The District also partners with other agencies to control vegetation in mosquito development areas. This helps to reduce the amount of product needed to treat the site, and increases the efficacy of the application.

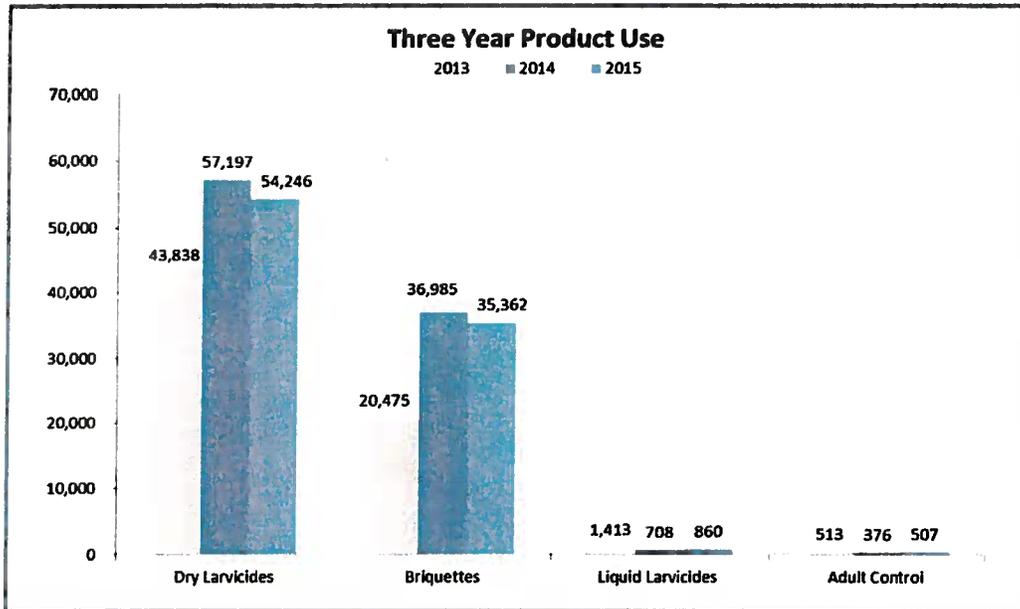
When chemical control is deemed necessary our staff chooses from a variety of products. The product used depends on the species of mosquito, condition of water, temperature, vegetation level, and a variety of other factors. Bacterial insecticides and Insect Growth Regulators (IGRs) are the most commonly used products and will not harm pets, fish, nor non-target insects when applied correctly. Liquid mineral oil and surface films can be used to kill mosquito pupae, the life stage just before mosquitoes emerge from the water into adults.



At first glance this looks dry, yet water between cracks in the ground can still produce mosquitoes.



Site at Keene Rd. and Highland in West Richland after phragmites removal.

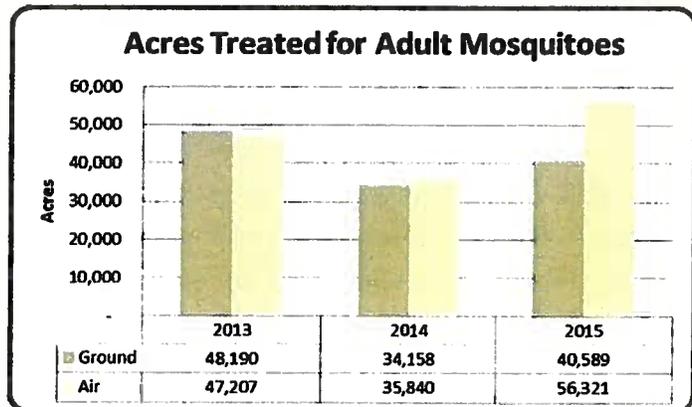


Product choices for 2015 favored longer residual dry larvicides such as methoprene and *Bacillus sphaericus*. The life of the product was negatively impacted by the high temperatures and organic content of the water, so we will need to try again in a “normal” year, if there is such a thing. Each year brings its own unique challenges.

Controlling Adult Mosquitoes

Adult control is one of many tools we use to control mosquitoes, but it is often the most visible. Source reduction, biological control, and thorough larviciding reduce but do not eliminate the need for adult spraying. The products sprayed for adult mosquito control are used in extremely small amounts (<0.75 ounces per acre), just enough to be toxic to the mosquitoes. We spray in the early morning and evening hours in order to contact the mosquitoes when they are most active, meanwhile avoiding non-targets such as bees, butterflies, and people.

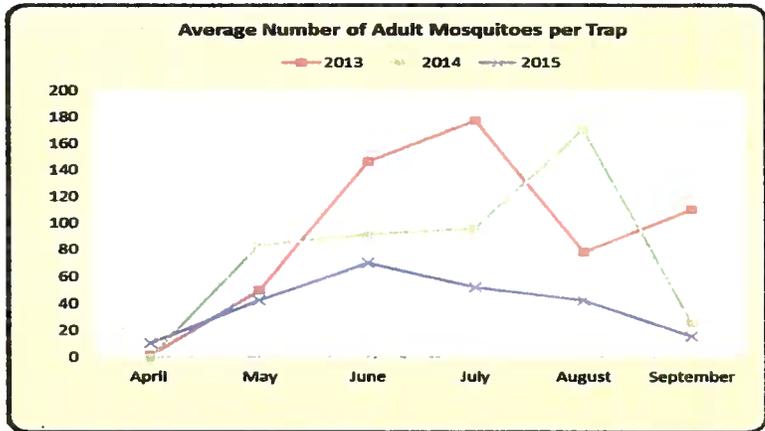
The most challenging aspect of 2015 was that there were relatively few adult mosquitoes, but several reported cases of West Nile virus in people. This is attributed to the fact that the mosquitoes (vectors) and the bird hosts were in close proximity due to the lack of water sources.



Vector Disease Control, International is contracted to conduct aerial spraying.

Population Surveillance

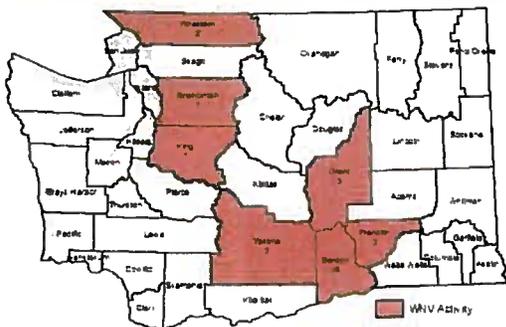
Collecting samples of mosquito populations pinpoints problem areas and helps us focus our efforts. Historical data can be used to predict when adult mosquito numbers will peak during the season. Identifying the species that inhabit a location can provide hints on the type of water to look for and how far the adult mosquitoes might travel to find a blood meal. The 36 mosquito species known to inhabit our region differ in their biology, nuisance and disease spreading capabilities, and in their susceptibility to larvicides. As you can see by the graph on the right, we had below average adult mosquito numbers in 2015.



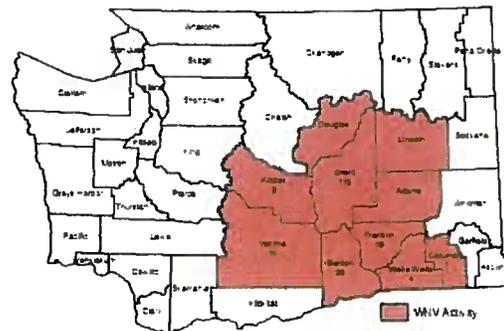
West Nile Virus

West Nile Virus is a mosquito-borne illness that has affected humans, horses, birds and other wildlife in the United States since 1999. Nationwide there were 1,996 human cases of WNV reported in 2015. 1,312 (66%) of reported cases were neuroinvasive, meaning that the victims nervous system was affected. Neuroinvasive cases should account for less than 1% of total cases, which shows that most cases of WNV go unreported. Eighty-four of the reported cases in 2015 (5%) were fatal.

The following maps and statistics indicate where the 24 human cases of West Nile virus activity occurred in Washington state. The map on the left shows counties of residence for infected people, not necessarily where they were likely exposed. The map on the right indicates counties where there was activity in mosquitoes, birds or horses. Ongoing West Nile virus monitoring for infected dead birds and mosquitoes is limited to a few counties due to a lack of resources. West Nile virus activity may not be indicated in every county; however, the virus is likely to be widespread in our state.



Counties with West Nile positive humans.



Counties with other detections of West Nile virus (horse, bird and mosquito cases).

West Nile virus—continued

Washington State WNV History

2005:	0 humans, 1 horse, 1 dead bird, 2 mosquito pools
2006:	3 humans, 6 horses, 13 dead birds, 0 mosquito
2007:	0 humans, 9 horses, 1 dead bird, 0 mosquito pools
2008:	3 humans, 41 horses, 24 dead birds, 57 mosquito
2009:	38 humans, 73 horses, 22 dead birds, 344 mosquito
2010:	2 humans, 0 horses, 2 birds, 126 mosquito pools
2011:	0 humans, 0 horses, 0 birds, 5 mosquito pools
2012:	4 humans, 1 horse, 5 mosquito pools
2013:	1 human, 2 horses, 18 mosquito pools
2014:	13 humans, 5 horses, and 80 mosquito pools
2015:	24 humans, 36 horses, 7 birds, and 157 mosquito

In 2015, we saw an increase in West Nile positive mosquitoes in our traps compared to the previous year; we also saw an increase in infected humans. Overall in 2015, we tested 384 mosquito samples (*117 more than in 2014*). Each sample contains 25-50 *Culex* mosquitoes. We had a total of 31 positive tests for the virus, up from 15 positive samples the previous year.

We collected these mosquitoes through our weekly trapping program. During the peak time period of West Nile virus activity (6/8/2015-9/10/2015), we set an average of 52 mosquito traps per week. This was 11 more than the 2014 season. We were also able to continue the practice of having the surveillance crew notify residents door-to-door any time there was a high risk of WNV in the area.

Of the 31 positive samples 11 consisted of *Culex tarsalis* mosquitoes, while the other 20 were of the species *Culex pipiens*. These are the two primary disease vector mosquitoes in our area.

To the right is a table of the positive pools from this season along with dates and associated information for each trap.

Date	Location	Traps	# of pools in trap	# of positive pools in trap	Comments
6/23/2015	Sundell 46.236224/-119.823311(P)	329	7	1	pipiens
6/30/2015	Leslie Canyon	118	2	1	tarsalis,(O.S.U. pos)
7/8/2015	Leslie Canyon	173	3	1	pipiens
7/10/2015	Leslie Canyon	16	1	1	pipiens
7/14/2015	Beehler's res.(46.208955/-119.307857)	31	1	1	tarsalis
7/15/2015	W. Richland Golf Course N. River Trail	748	8	1	pipiens
7/16/2015	Cattail Lake	43	1	1	tarsalis
7/17/2015	W. Richland Golf Course N. River Trail	518	6	3	2 tarsalis/1 pipiens
7/21/2015	Leslie Canyon	128	2	2	pipiens
7/21/2015	W. Richland Sewage Lagoons	87	2	1	pipiens
7/21/2015	1804 S. Bamuda, Kennewick	17	1	1	tarsalis
7/21/2015	Two Rivers Horse Trail	31	1	1	tarsalis
7/30/2015	Jubilee	88	2	1	pipiens,(O.S.U. pos)
8/4/2015	Jubilee	55	1	1	tarsalis
8/4/2015	W. Richland Sewage Lagoons	80	1	1	pipiens
8/11/2015	G-view Sewage Lagoons Swirl Pond	345	7	1	tarsalis,(O.S.U. pos)
8/13/2015	Olde	337	6	3	2 pipiens/1 tarsalis
8/18/2015	Morgan Lake	101	1	1	pipiens
8/18/2015	Byron Farms Siphon	324	5	1	pipiens
8/19/2015	Olde/Jachto	253	5	3	2 pipiens/1 tarsalis
8/19/2015	Jubilee	128	2	2	1 pipiens/1 tarsalis
8/21/2015	WRGC #4 Hole #10	58	1	1	pipiens
8/25/2015	G-view Sewage Lagoons Swirl Pond	313	5	1	pipiens
8/25/2015	Dogwood st Res.(46.234469/-119.854718)	88	1	1	pipiens,(O.S.U. pos)
8/26/2015	Cattail Lake	154	3	1	tarsalis
9/1/2015	Magnolia Ct.	33	1	1	tarsalis
9/2/2015	Jubilee	106	2	1	pipiens
9/9/2015	Byron Farms Siphon	58	1	1	pipiens
9/10/2015	Magnolia Ct.	40	2	1	pipiens
9/11/2015	Westcott (canal / Shockley) Richland	20	1	1	combined species
9/16/2015	W. Richland Sewage Lagoons	26	1	1	pipiens,(O.S.U. pos)

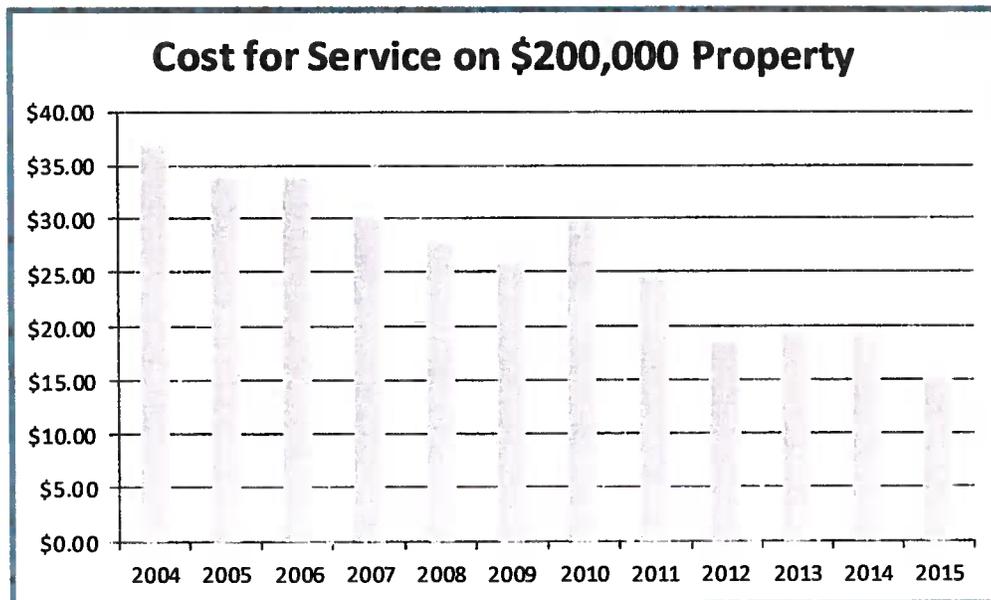
Financial Summary

	Budget	Actual
Revenues	\$2,200,274	\$2,256,790
Expenditures	\$2,200,274	\$1,494,312

Cash Accounts and Assets:

Cash carry over to 2016:	\$ 762,497
Value of product in storage:	\$ 70,234
Vehicle purchasing account:	\$ 345,377
Total:	\$ 1,178,108

In 2015, the special assessment for Benton County residents was \$.096 per \$1,000 of property value. In 2015, it will decrease to \$.077 per \$1,000. This means that someone who owns property worth \$200,000 is charged \$15.40 for mosquito control. The surplus from 2015 will be reflected in the 2017 budget. Yakima County residents pay a mosquito control tax of \$7.64 per acre plus the \$1.50 that is charged by the county Assessor and Treasurer to administer the benefit assessment.



Did we achieve our goals for 2015?

- Color coordinate all development sites (standing water) in the GIS program by how often they should be checked. *No. With the prevalence of West Nile virus this year, this project was put on the back burner, but it is something we will continue in 2016.*
- Identify sites that contain cattails and pre-treat for *Coquillettidia perturbans* in early spring to avoid hatches in May/June. *No. Perturbans were not a species of concern, so this will be a goal for 2016 if time allows.*
- Lower the minimum criteria for testing mosquitoes trapped in residential neighborhoods for West Nile virus. *Yes. Testing smaller pools is outside Washington state protocols, however it allowed us to detect and respond to virus activity quickly.*
- Vegetation management - continue to work with the Cities and County on removing excess vegetation in order to maximize efficacy of larvicides. *Yes. The Cattail Lake project was successful, and we will continue to work with neighboring agencies on mosquito source reduction.*
- Utilize the most recent aerial photos and street views to update fogging map books. *Yes.*
- Add weather stations to fog trucks. *No.*

What are our goals For 2016?

- Secure an access license for work we would like to conduct on federal lands.
- Conduct product inventory on trucks at least one a month.
- Improve drainage in West Richland near the sewage lagoons.
- Minimize the number of sites that are mapped and not inspected.
- Remote download the Prosser handhelds

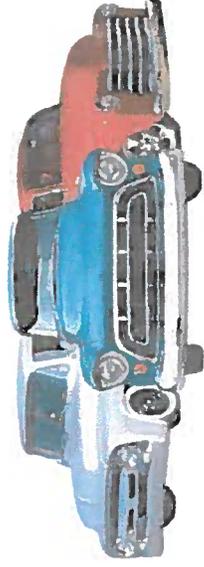
Hotrods @ Herb's Bar & Grill

JUNE 18, 2016 10-3 PM AT HERB'S BAR & GRILL

LOCATED ON DIVISION.

JOIN US FOR OUR FIRST ANNUAL CAR AND BIKE SHOW. RAISING
MONEY FOR OUR LOCAL MAKE A WISH FOUNDATION

THERE WILL BE CARS AND BIKES, MUSIC, GOOD FOOD, GOOD
PEOPLE AND FUN TO BE HAD.



April 15, 2016

Conklin Custom Construction
990 Chase Road
Grandview, WA. 98930



Dear Sir/ Madam,

We are organizing our first car and bike show, Hot Rods @ Herb's Bar and Grill and we are looking for businesses and individuals who are willing to help sponsor this event. The Car show will be held on June 18, 2016 at Herb's Bar and Grill downtown Grandview from 10AM- 3 PM. We have requested permission from the City of Grandview to obtain permits to block off a section of Division to allow for the cars and bikes in the show to park on the street. There plans to be music, concessions, and fun to be had by all. We plan to give awards away for the People's Choice, 1st, 2nd, and 3rd place. Money will be raised at the car show towards our local chapter of the Make a Wish Foundation and sponsoring someone from the Lower Yakima Valley.

A donation of any amount is greatly appreciated but with a minimum sponsorship of \$100, your company name will be listed on the flyers and the advertisements for the car and bike show. Moneys donated will go towards permits, trophies, music and other costs related to this event. There is a lot of preparation and planning going into making this a success and we hope that we can count on your support.

If you have any question please call Robert Conklin 509-830-5096. If you choose to help sponsor this event please send your check to Conklin Custom Construction or give us a call and we would be happy to come pick it up.

Sincerely,

Lyz Conklin

Co-Chairman, Hot Rods @ Herb's Bar and Grill



**GRANDVIEW CITY COUNCIL
REGULAR MEETING MINUTES
APRIL 26, 2016**

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 Gaylord Brewer, Mike Everett, Dennis McDonald, Bill Moore, Gloria Mendoza, Javier Rodriguez and Joan Souders.

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

2. PLEDGE OF ALLEGIANCE

Councilmember Souders led the pledge of allegiance.

3. PRESENTATIONS

A. People For People Nutrition and Transportation Programs – Madelyn Carlson

Madelyn Carlson, CEO with People for People made a presentation regarding People for People's nutrition, transportation and Greater Columbia 2-1-1 programs available for residents of the City of Grandview.

B. Rural Community Development Initiative Grants – Shawn Conrad, Senior Planner, Yakima Valley Conference of Governments

Shawn Conrad, Senior Planner with the Yakima Valley Conference of Governments made a presentation regarding a USDA Rural Communities Development Initiative Grant Proposal. She explained that the grant would provide funding to help non-profit housing and community development organizations support housing, community facilities, and community and economic development projects in eligible rural areas. An "intermediary" would provide a service, such as training or staffing, to the "beneficiaries." YVCOG would be the "intermediary" and participating cities would be "beneficiaries." The grant request would provide funds for YVCOG to hire an economic development specialist to provide economic development services directly to participating cities during a three-year period. The tasks could include business promotion, business plan education, strategic planning, city marketing, business recruitment, and other needs as determined by the cities. New Vision would be involved in an advisory capacity and the tasks performed would be considered complementary to their work. The grant required a 100% cash match and participating cities would provide a portion of the cash match. There were currently five cities that had expressed interest in participating. YVCOG was developing what the dollar amount of the grant request would be. YVCOG met with cities interested in participating in March and would continue discussions with interested cities regarding how match would be distributed and services provided. YVCOG was currently exploring interest and how grant could be set up. At this time, no commitment was needed from cities interested in participating. The benefit to participating cities would be to receive significant economic

development services from a well-qualified specialist meeting the cities' needs over a 3-year period for a fraction of the cost for the city to hire someone directly. The grant was annually and the 2016 funding announcement was expected very soon. Funds were likely to be awarded in October 2016. A final determination by the Council would be needed by July 2016.

Council discussed the grant proposal and questioned whether the Port of Grandview could participate in the proposal. YVCOG would research the Port District's participation and submit a draft budget for the grant proposal.

4. **PUBLIC COMMENT** – None

5. **CONSENT AGENDA**

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

- A. **Minutes of the April 12, 2016 study session**
- B. **Minutes of the April 12, 2016 regular meeting**
- C. **Payroll Electronic Fund Transfers (EFT) Nos. 5543-5547 in the amount of \$76,480.90**
- D. **Payroll Check Nos. 8767-8784 in the amount of \$79,926.05**
- E. **Payroll Direct Deposit 04/01/16 – 04/15/16 in the amount of \$88,755.48**
- F. **Claim Check Nos. 110335-110423 in the amount of \$166,335.08**

6. **ACTIVE AGENDA**

- A. **Resolution No. 2016-23 amending the Grandview City Council Procedures Manual**

Councilmember Brewer moved and Councilmember Everett seconded to table Resolution No. 2016-23 amending the Grandview City Council Procedures Manual to the next Council meeting. Councilmembers Brewer and Everett voted in favor. Councilmembers McDonald, Mendoza, Moore, Rodriguez and Souders voted in opposition. The motion failed.

Councilmember Souders moved and Councilmember Rodriguez seconded to approve Resolution No. 2016-23 amending the Grandview City Council Procedures Manual.

Discussion took place.

On motion by Councilmember Souders, second by Councilmember McDonald, Council called the question.

On motion by Councilmember Souders, second by Councilmember Rodriguez, Council approved Resolution No. 2016-23 amending the Grandview City Council Procedures Manual.

Councilmember Brewer requested a roll call.

Councilmembers Everett, McDonald, Mendoza, Moore, Rodriguez and Souders voted in favor. Councilmember Brewer voted in opposition.

B. Resolution No. 2016-24 approving Task Order No. 2016-04 with HLA Engineering and Land Surveying, Inc., for the Ash Street and Alley Paving Improvements

At the April 12th meeting, a Transportation Benefit District report was presented to Council identifying street maintenance projects for 2016. It was recommended that the 200 Block of Ash Street and the 200 block alley between Division and Ash be included as an alternate to the Wine Country Road grind and overlay project. The goal would be to gain an economy of scale and receive favorable bids by adding this section as an alternate to the Wine Country Road project. Staff presented Task Order No. 2016-04 with HLA Engineering in the amount of \$6,530.00 for design, plans and specifications and \$8,160.00 for services during construction.

On motion by Councilmember Moore, second by Councilmember Mendoza, Council approved Resolution No. 2016-24 approving Task Order No. 2016-04 with HLA Engineering and Land Surveying, Inc., for the Ash Street and Alley Paving Improvements.

C. Resolution No. 2016-25 approving Task Order No. 2016-05 with HLA Engineering and Land Surveying, Inc., for the Wallace Way Resurfacing

The City in partnership with a local industry was able to secure funding from the Yakima County SIED Program for improvements to the Euclid/Wine Country Road Intersection and Forsell Road. The City received favorable bids and there was remaining loan funds that the City could utilize for a grind and overlay of Wallace Way from Forsell Road north to Stover Road (near the Chevron). The budget estimate was approximately \$170,000. Staff presented Task Order No. 2016-05 with HLA Engineering in the amount of \$14,500 for design, plans and specifications and \$10,500 for services during construction. Staff recommended the Wallace Way resurfacing project be included with the Wine Country Road grind and overlay project which would go out to bid within the next three weeks.

On motion by Councilmember Brewer, second by Councilmember McDonald, Council approved Resolution No. 2016-25 approving Task Order No. 2016-05 with HLA Engineering and Land Surveying, Inc., for the Wallace Way Resurfacing.

7. UNFINISHED AND NEW BUSINESS

A. Wine Country Road Improvements (Ash to Fir Streets)

City Administrator Arteaga reported that at the January 12, 2016 meeting, Council approved a Washington State Transportation Improvement Board (TIB) Consultant Agreement with HLA Engineering and Land Surveying, Inc., for professional engineering services for design, plans and specifications for the Wine Country Road improvements from Ash Street to Fir Street. A TIB Consultant Agreement with HLA would be presented to Council at the May 10th meeting for professional engineering services for construction of the Wine Country Road improvements in the amount of \$53,320.

8. CITY ADMINISTRATOR AND/OR STAFF REPORTS

OIE Water Main Improvements–Natural Gas Leak – City Administrator Arteaga provided an update on the OIE Water Main Improvements from Grandridge to Elm Street and subsequent natural gas leak and emergency evacuation that occurred on April 14th.

Palacios Parkway Picnic Tables – Assistant Public Works Director Trevino reported that at the request of the Grandview Rotary Club, picnic tables would be installed at the Palacios Parkway near the Rose Garden this next week.

9. MAYOR & COUNCILMEMBER MEETING REPORT

Beautification Projects – Councilmember Everett requested that the beautification projects discussed at the Council retreat be placed on the next Committee-of-the-Whole meeting agenda for consideration.

Surplus Bicycles – Councilmember McDonald reported that the bicycles surplused by the Grandview Police Department were donated to the Extra Mile Student Center.

Solid Waste Advisory Committee Meeting – Councilmember Moore attended the Solid Waste Advisory Committee meeting on April 14th. The Committee was in the process of reviewing and revising the Yakima County Solid and Moderate Risk Waste Management Plan.

Arbor Day Celebration – The Arbor Day celebration took place on April 13th at the Palacios Parkway with 182 individuals in attendance, including Mayor Childress, Councilmember Souders and Councilmember Rodriguez.

Community Awards Banquet – Mayor Childress, Councilmember Souders, Councilmember Mendoza and City Administrator Arteaga attended the Grandview Chamber of Commerce Community Awards Banquet on April 21st.

Homestead Place Ribbon Cutting – Mayor Childress attended the ribbon cutting for Homestead Place formerly Orchard House on April 14th.

Yakima Regional Clean Air Authority Board Meeting – Mayor Childress attended the Yakima Regional Clean Air Authority Board meeting on April 14th.

YCDA Board Meeting – Mayor Childress attended the Yakima County Development Association (YCDA) Board meeting on April 14th.

Yakima County Emergency Management Board Meeting – Mayor Childress would be attending the Yakima County Emergency Management Board meeting on April 28th.

10. EXECUTIVE SESSION – Public Works Union Negotiations (30 minutes)

Mayor Childress adjourned the meeting to an executive session at 8:35 p.m., for approximately 30 minutes to discuss the Public Works union negotiations per RCW 42.30.110(1)(g) with the aforementioned Mayor, Councilmembers, City Attorney Menke, City Attorney Plant and City Administrator present. All other staff present recused themselves from the meeting. The executive session was continued an additional 15 minutes at 9:05 p.m. The meeting resumed at 9:20 p.m., with the aforementioned Mayor, Council and staff present.

11. **ADJOURNMENT**

On motion by Councilmember Mendoza, second by Councilmember Moore, Council adjourned the meeting at 9:20 p.m.

Mayor Norm Childress

Anita Palacios, City Clerk

**CITY OF GRANDVIEW
AGENDA ITEM HISTORY/COMMENTARY
CITY COUNCIL MEETING**

ITEM TITLE:

Ordinance No. 2016-3 repealing Section 2.04.030 Failure to attend meeting – Arrest and Section 2.04.040 Penalty for refusal to attend meeting of the Grandview Municipal Code

AGENDA NO. Active 6 (A)

AGENDA DATE: May 10, 2016

FUNDING CERTIFICATION (City Treasurer)
(If applicable)

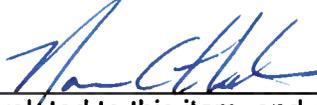
DEPARTMENT DIRECTOR REVIEW

Anita Palacios, City Clerk



CITY ADMINISTRATOR

MAYOR



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

At the April 26, 2016 meeting, Council adopted Resolution No. 2016-23 amending the Grandview City Council Procedures Manual.

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.

Pursuant to amendments adopted in the Council Procedures Manual, Section 2.04.030 Failure to attend meeting – Arrest and Section 2.04.040 Penalty for refusal to attend meeting of the Grandview Municipal Code must be repealed.

ACTION PROPOSED

Approve Ordinance No. 2016-3 repealing Section 2.04.030 Failure to attend meeting – Arrest and Section 2.04.040 Penalty for refusal to attend meeting of the Grandview Municipal Code.

Chapter 2.04 COUNCIL

Sections:

- [2.04.010](#) Day and time of regular meetings.
- [2.04.020](#) Location of meetings.
- [2.04.030](#) Failure to attend meeting – Arrest.
- [2.04.040](#) Penalty for refusal to attend meeting.
- [2.04.050](#) Mayor and council compensation.

2.04.010 Day and time of regular meetings.

The regular meetings of the council shall be held on the second and fourth Tuesdays of each and every month at the hour of 7:00 p.m.; provided, that regular meetings shall be held on the next succeeding day when the meeting day is a state-established holiday. (Ord. 2010-2 § 1; Ord. 2007-34 § 1; Ord. 1184 § 1, 1987; Ord. 1101 § 1, 1984; 1964 code § 1.04.030).

2.04.020 Location of meetings.

All meetings of the city council shall be held in the City Hall situated at 207 West Second Street in the city. (1964 code § 1.04.040).

2.04.030 Failure to attend meeting – Arrest.

Whenever a lesser number of councilmen than a quorum are present at the time and place fixed by ordinance for any regular meeting or of any legally called meeting of the council, such member or members as are present shall have the authority to order any police officer of the city to arrest and bring to such meeting any or all absent councilmen, whether absent at the time fixed for opening meeting or later in the session. (1964 code § 1.04.050).

2.04.040 Penalty for refusal to attend meeting.

Any member refusing to attend, when so required under GMC [2.04.030](#), shall be deemed guilty of a misdemeanor and fined in any sum of not less than \$1.00 nor more than \$5.00. (1964 code § 1.04.060).

2.04.050 Mayor and council compensation.

- A. Commencing January 1, 2008, the mayor of the city of Grandview shall be compensated at the rate of \$540.00 per month.
- B. Commencing January 1, 2008, all persons elected to the city council in the 2007 general election or thereafter shall be paid at the rate of \$300.00 per month.
- C. Any person appointed or elected to complete an unexpired term of office shall be compensated at the rate such council position was paid at the time of the vacation of the position. (Ord. 2008-7 § 1; Ord. 2007-21 § 1).

ORDINANCE NO. 2016-3

**AN ORDINANCE OF THE CITY OF GRANDVIEW, WASHINGTON,
REPEALING SECTION 2.04.030 FAILURE TO ATTEND MEETING – ARREST AND
SECTION 2.04.040 PENALTY FOR REFUSAL TO ATTEND MEETING
OF THE GRANDVIEW MUNICIPAL CODE**

WHEREAS, the City Council of the City of Grandview previously adopted Resolution No. 2016-23 amending the Grandview City Council Procedures Manual; and

WHEREAS, pursuant to amendments adopted therein, Grandview Municipal Code Section 2.04.030 Failure to attend meeting – arrest and Section 2.04.040 Penalty for refusal to attend meeting must be repealed;

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF GRANDVIEW, WASHINGTON DO ORDAIN AS FOLLOWS:

SECTION 1. Grandview Municipal Code Section 2.04.030 Failure to attend meeting – arrest, which reads as follows:

2.04.030 Failure to attend meeting – Arrest.

Whenever a lesser number of councilmen than a quorum are present at the time and place fixed by ordinance for any regular meeting or of any legally called meeting of the council, such member or members as are present shall have the authority to order any police officer of the city to arrest and bring to such meeting any or all absent Councilmen, whether absent at the time fixed for opening meeting or later in the session.

is hereby repealed in its entirety.

SECTION 2. Grandview Municipal Code Section 2.04.040 Penalty for refusal to attend meeting, which reads as follows:

2.04.040 Penalty for refusal to attend meeting.

Any member refusing to attend, when so required under GMC 2.04.030, shall be deemed guilty of a misdemeanor and fined in any sum of not less than \$1.00 nor more than \$5.00.

is hereby repealed in its entirety.

SECTION 3. This Ordinance shall be in full force and effect five (5) days after its passage and publication as required by law.

PASSED by the **CITY COUNCIL** and approved by the **MAYOR** at its regular meeting on May 10, 2016.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

PUBLICATION: 05/11/16
EFFECTIVE: 05/16/16

**CITY OF GRANDVIEW
AGENDA ITEM HISTORY/COMMENTARY
CITY COUNCIL MEETING**

ITEM TITLE

AGENDA NO. Active 6 (B)

Resolution No. 2016-26 authorizing the Mayor to sign the Washington State Transportation Improvement Board Consultant Agreement with HLA Engineering and Land Surveying, Inc., for the Wine Country Road Improvements from Ash Street to Fir Street

AGENDA DATE: May 10, 2016

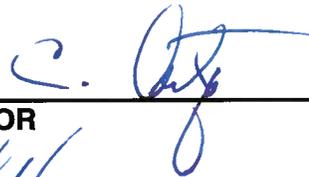
ORIGINATING SOURCE

Public Works Department

FUNDING CERTIFICATION (City Treasurer)
(If applicable)

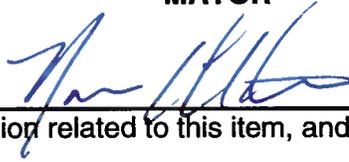
DEPARTMENT HEAD REVIEW

Cus Arteaga, City Administrator/Public Works Director



CITY ADMINISTRATOR

MAYOR

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

The City was selected by the Washington State Transportation Improvement Board to receive Arterial Preservation Program funding in the amount of \$406,341 for the Wine Country Road improvements from Ash Street to Fir Street. On December 8, 2015, Council approved Resolution No. 2015-56 authorizing the Mayor to sign the Washington State Transportation Improvement Board (TIB) Fuel Tax Grant Agreement for the FY 2017 Arterial Preservation Project 3-E-183(004)-1 Wine Country Road from Ash Street to Fir Street. On January 12, 2016, Council approved Resolution No. 2016-3 authorizing the Mayor to sign the TIB Consultant Agreement with HLA Engineering and Land Surveying, Inc., for design services.

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

At the April 26, 2016 Council meeting, staff advised that the TIB Consultant Agreement with HLA would be presented to Council at the May 10th meeting for professional engineering services for construction of the Wine Country Road improvements in the amount of \$53,320.

ACTION PROPOSED

Approve Resolution No. 2016-26 authorizing the Mayor to sign the Washington State Transportation Improvement Board Consultant Agreement with HLA Engineering and Land Surveying, Inc., for the Wine Country Road Improvements from Ash Street to Fir Street.

RESOLUTION NO. 2016-26

**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 WINE COUNTRY
ROAD IMPROVEMENTS FROM ASH STREET TO FIR STREET**

WHEREAS, the City of Grandview has been selected by the Washington State Transportation Improvement Board to receive TIB funds in the amount of \$406,341 for the FY 2017 Arterial Preservation Project to include Wine Country Road improvements from Ash Street to Fir Street; and,

WHEREAS, the City has selected HLA Engineering and Land Surveying, Inc., to provide professional engineering services for 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 2017 Arterial Preservation Project 3-E-183(004)-1 to include construction of the Wine Country Road improvements from Ash Street and Fir Street in the form as is attached hereto and incorporated herein by reference in the amount of \$53,320.00.

PASSED by the **CITY COUNCIL** and **APPROVED** by the **MAYOR** at its regular meeting on May 10, 2016.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY



Transportation Improvement Board (TIB) Consultant Agreement

TIB PROJECT NUMBER 3-E-183(004)-1		PROJECT PHASE (check one) <input type="checkbox"/> Design <input checked="" type="checkbox"/> Construction	
PROJECT TITLE & WORK DESCRIPTION City of Grandview Wine Country Road from Ash Street to Fir Street Grind and overlay Wine Country Road from Ash Street to Fir Street, approximately 2,900 feet, including new asphalt, and construction of ADA compliant curb ramps.			
CONSULTANT NAME & ADDRESS HLA Engineering and Land Surveying, Inc. 2803 River Road, Yakima, WA 98902			
AGREEMENT TYPE (check one)			
<input type="checkbox"/> LUMP SUM \$ _____		<input checked="" type="checkbox"/> COST PLUS FIXED FEE	
		OVERHEAD PROGRESS PAYMENT RATE <u>129.21%</u> OVERHEAD COST METHOD	
		<input type="checkbox"/> Actual Cost	
		<input type="checkbox"/> Actual Cost Not To Exceed _____ %	
		<input type="checkbox"/> Fixed Rate _____ %	
		FIXED FEE \$6,848.59	
<input type="checkbox"/> SPECIFIC RATES OF PAY		<input 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 December 31, 2016		MAXIMUM AMOUNT PAYABLE \$53,320	

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

WITNESSETH THAT:

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

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

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

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

I GENERAL DESCRIPTION OF WORK

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

II SCOPE OF WORK

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

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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

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EXHIBIT A-1 Certification of Consultant

Project No. 3-E-183(004)-1	City of Grandview
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I hereby certify that I am Michael T. Battle, PE a duly authorized representative of the firm of HLA Engineering and Land Surveying, Inc. whose address is 2803 River Road, Yakima, WA 98902 and that neither I nor the above firm I here represent has:

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

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

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

4/21/2016
 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(004)-1

Describe the Scope of Work

Furnish a qualified resident engineer who shall be on the job 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 C-1
Payment
(Lump Sum)

A. Lump Sum Agreement

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

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

B. Monthly Progress Payments

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

C. Final Payment

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

D. Inspection of Cost Records

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

EXHIBIT C-2 Payment (Cost Plus Fixed Fee)

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

A. Actual Costs

Payment for all consulting services for this project shall be on the basis of the CONSULTANT's actual cost plus a fixed fee. The actual cost shall include direct salary cost, overhead, and direct nonsalary cost.

1. Direct Salary Costs

The direct salary cost is the direct salary paid to principals, professional, technical, and clerical personnel for the time they are productively engaged in work necessary to fulfill the terms of this AGREEMENT.

2. Overhead Costs

Overhead costs are those costs other than direct costs which are included as such on the books of the CONSULTANT in the normal everyday keeping of its books. Progress payments shall be made at the rate shown in the heading of this AGREEMENT, under "Overhead Progress Payment Rate." Total overhead payment shall be based on the method shown in the heading of the AGREEMENT. The three options are explained as follows:

- a. **Actual Cost:** If this method is indicated in the heading of the AGREEMENT, the AGENCY agrees to reimburse the CONSULTANT the actual overhead costs verified by audit, up to maximum amount payable, authorized under this AGREEMENT, when accumulated with all other actual costs.
- b. **Actual Cost Not To Exceed Maximum Percent:** If this method is indicated in the heading of this AGREEMENT, the AGENCY agrees to reimburse the CONSULTANT at the actual overhead rate verified by audit up to the maximum percentage shown in the space provided. Final overhead payment when accumulated with all other actual costs shall not exceed the total maximum amount payable shown in the heading of this AGREEMENT.
- c. **Fixed Rate:** If this method is indicated in the heading of the AGREEMENT, the AGENCY agrees to reimburse the CONSULTANT for overhead at the percentage rate shown. This rate shall not change during the life of the AGREEMENT.

A summary of the CONSULTANT's cost estimate and the overhead computation are attached hereto as Exhibits D and E and by this reference made part of this AGREEMENT. When an actual cost overhead rate or actual cost not to exceed overhead rate is used, the actual overhead rate determined at the end of each fiscal year shall be used for the computation of progress payments during the following year and for retroactively adjusting the previous year's overhead cost to reflect the actual rate.

The CONSULTANT shall advise the AGENCY as soon as possible of the actual overhead rate for each fiscal year and of the actual rate incurred to the date of completion of the work. The AGENCY and/or TIB may perform an audit of the CONSULTANT's books and records at any time during regular business hours to determine the actual overhead rate, if they so desire.

3. Direct Nonsalary Cost

Direct nonsalary costs will be reimbursed at the actual cost to the CONSULTANT applicable to this contract. These charges may include, but are not limited to the following items: travel, printing, long distance telephone, supplies, computer charges, and fees of subconsultants. Air or train travel will only be reimbursed to economy class levels unless otherwise approved by the AGENCY. The billing for nonsalary cost, directly identifiable with the Project, shall be an itemized listing of the charges supported by original bills or legible copies of invoices, expense accounts, and miscellaneous supporting data retained by the CONSULTANT. Copies of the original supporting documents shall be provided to the AGENCY upon request. All of the above charges must be necessary for services to be provided under this AGREEMENT.

4. Fixed Fee

The fixed fee, which represents the CONSULTANT's profit, is shown in the heading of this AGREEMENT under Fixed Fee. This fee is based on the scope of work defined in this AGREEMENT and the estimated man-months required to perform the stated scope of work. In the event a supplemental agreement is entered into for additional work by the CONSULTANT, the supplemental agreement may include provision for the added costs and appropriate additional fee. The fixed fee will be prorated and paid monthly in proportion to the percentage of work completed by the CONSULTANT and reported in the monthly progress reports accompanying the invoices.

Any portion of the fixed fee earned by not previously paid in the progress payments will be cover in the final payment, subject to the provisions of Section IX, Termination of Agreement.

5. Maximum Total Amount Payable

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

B. Monthly Progress Payments

The CONSULTANT may submit invoices to the AGENCY for reimbursement of actual costs plus the calculated overhead and fee not more often than once per month during the progress of the work. Such invoices shall be in a format approved by the AGENCY and accompanied by the monthly progress reports required under Section III, General Requirements, of the AGREEMENT. The invoices will be supported by itemized listing and support document for each item including direct salary, direct nonsalary, and allowable overhead costs to which will be added the prorated Fixed Fee.

C. Final Payment

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

D. Inspection of Cost Records

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

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

Prepared by HLA Engineering and Land Surveying, Inc.				Date 4/13/16	
Project City of Grandview Wine Country Road Grind and Overlay					
Direct Salary Cost (DSC)					
Classification	Man Hours		Rate	=	Cost
Licensed Principal Engineer	14	x	\$70.30	=	\$984.20
Licensed Professional Engineer	48	x	\$33.50	=	\$1,608.00
Licensed Surveyor	32	x	\$64.75	=	\$2,072.00
Surveyor	72	x	\$32.60	=	\$2,347.20
Project Engineer	60	x	\$42.00	=	\$2,520.00
Contract Administrator	48	x	\$29.50	=	\$1,416.00
Engineering Tech	40	x	\$20.50	=	\$820.00
Resident Engineer	240	x	\$32.50	=	\$7,800.00
TOTAL DSC					\$19,567.40
OVERHEAD (OH Cost including Salary Additives)					
OH Rate x DSC or 129.21 % x \$19,567.40					\$25,283.04
FIXED FEE (FF)					
FF Rate x DSC or 35% x \$19,567.40					\$6,848.59
REIMBURSABLES					
Mileage 3,020 miles x \$0.57 = \$1,630				Itemized	\$1,630.00
SUBCONSULTANT COST (See Exhibit G)					\$0
GRAND TOTAL					\$53,329.83

EXHIBIT E-1
Breakdown of Overhead Cost

HLA Engineering and Land Surveying, Inc.
City of Grandview
Wine Country Road Grind and Overlay

Construction Services

See Attachment
OH 129.21%

Exhibit E-1

**HLA Engineering and Land Surveying, Inc.
Statement of Direct Labor, Fringe Benefits, and General Overhead
For the Year Ended December 31, 2014**

Description	% of Direct Labor
Direct Labor	
INDIRECT COSTS	
Fringe Benefits	
Vacation, Sick and Holiday	9.05%
Incentive Compensation	27.83%
Retirement Plans	12.99%
Employee Group Insurance	13.89%
Payroll Taxes	12.18%
Other Employee Benefits	0.85%
Total Fringe Benefits	76.80%
General Overhead	
Indirect Labor	20.02%
Accounting Fees	1.19%
Automobile	1.82%
Bank charges and processing fees	0.00%
Computer hardware/software	1.24%
Depreciation and Amortization	5.33%
Dues and Professional Licenses	0.44%
Insurance	3.71%
Leased Equipment	0.39%
Meals Expense	0.10%
Office Supplies and Postage	2.68%
Printing and Reproduction	0.05%
Professional Services	1.55%
Rent and Utilities	4.58%
Repairs and Maintenance	2.08%
Seminars and Prof Education	0.68%
Supplies	0.78%
Taxes and Licenses	7.18%
Telecommunications	1.39%
Travel	0.34%
Direct Costs Recovery	-3.48%
Total General Overhead	52.09%
Total Indirect Costs	128.88%
Facilities Capital Cost of Money (FCCM)	0.33%
Indirect Cost Rate	129.21%

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.

**EXHIBIT G-1
Subcontracted Work**

The AGENCY permits subcontracts for the following portions of the work of this AGREEMENT:

Not applicable.

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