

**GRANDVIEW CITY COUNCIL  
COMMITTEE-OF-THE-WHOLE  
MEETING AGENDA  
TUESDAY, NOVEMBER 23, 2021**



**PLEASE NOTE: The maximum occupancy of the Council Chambers is 49 individuals at one time. Access to exits must be kept clear to ensure everyone in the Chambers can safely exit in the event of an emergency.**

**This meeting will be held in person and will also be available via teleconference. For meeting information and instructions, please contact City Hall at (509) 882-9200.**

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

**PAGE**

**1. CALL TO ORDER**

**2. ROLL CALL**

- 3. PUBLIC COMMENT** – At this time, the public may address the Council on any topic whether on the agenda or not, except those scheduled for public hearing. If you would like to address the Council, please step up to the microphone and give your name and address for the record. Your comments will be limited to three minutes.

**4. NEW BUSINESS**

- |    |   |       |
|----|---|-------|
| A. | Community Needs Assessment – Berk Consulting  | 1-21  |
| B. | Resolution approving a Site Use Agreement between People For People and the City of Grandview Community Center  | 22-29 |
| C. | Resolution accepting the bid for the Sanitary Sewer Truck Main Replacement – Phase 2 and authorizing the Mayor to sign all contract documents with Culbert Construction, Inc. | 30-34 |
| D. | Resolution authorizing the Mayor to sign Change Order No. 1 with Alba's Excavating for the Sludge Drying Bed Improvements – Phase 1   | 35-45 |
| E. | Resolution accepting the bid and authorizing the Grandview Herald as the Official City Newspaper for the year 2022  | 46-52 |
| F. | Ordinance adopting the budget and confirming tax levies for revenue to carry on the government for the fiscal year ending December 31, 2022                                   | 53-54 |
| G. | Ordinance amending the City of Grandview 2022 non-union salary schedule   | 55-56 |
| H. | Process/Planning for Use of ARPA Funding – Mayor Mendoza  |       |

**5. OTHER BUSINESS**

**6. ADJOURNMENT**

The City of Grandview Committee-of-the-Whole and Regular Council Meetings scheduled for Tuesday, November 23, 2021 at 6:00 pm and 7:00 pm will be held in person and will also be available via teleconference.

Please join the meeting from your computer, tablet or smartphone.

Join Zoom Meeting

<https://us06web.zoom.us/j/87060185575?pwd=Nmh6NjNIRW90QUlDaHZZMTg2U2Ztdz09>

To join via phone: +1 253 215 8782

Meeting ID: 870 6018 5575

Passcode: 789881



**NOTICE OF SPECIAL MEETING  
GRANDVIEW CITY COUNCIL  
COMMUNITY NEEDS ASSESSMENT – BERK CONSULTING**

You are hereby notified, pursuant to RCW 42.30.080, that the **GRANDVIEW CITY COUNCIL** will conduct a special meeting on **TUESDAY, NOVEMBER 23, 2021 from 4:30 pm to 5:45 pm**, in the Grandview City Hall Council Chambers, 207 West Second Street, Grandview, Washington, with the following agenda:

1. Community Needs Assessment – Berk Consulting
2. Adjourn

This special meeting will be held in-person and also available via teleconference.

Please join the meeting from your computer, tablet or smartphone.

Join Zoom Meeting

<https://us06web.zoom.us/j/84089115177?pwd=VGIzOGpvSjllTUo4aU9CL054ZktrZz09>

To join via phone: +1 253 215 8782

Meeting ID: 840 8911 5177

Passcode: 663999

**CITY OF GRANDVIEW**

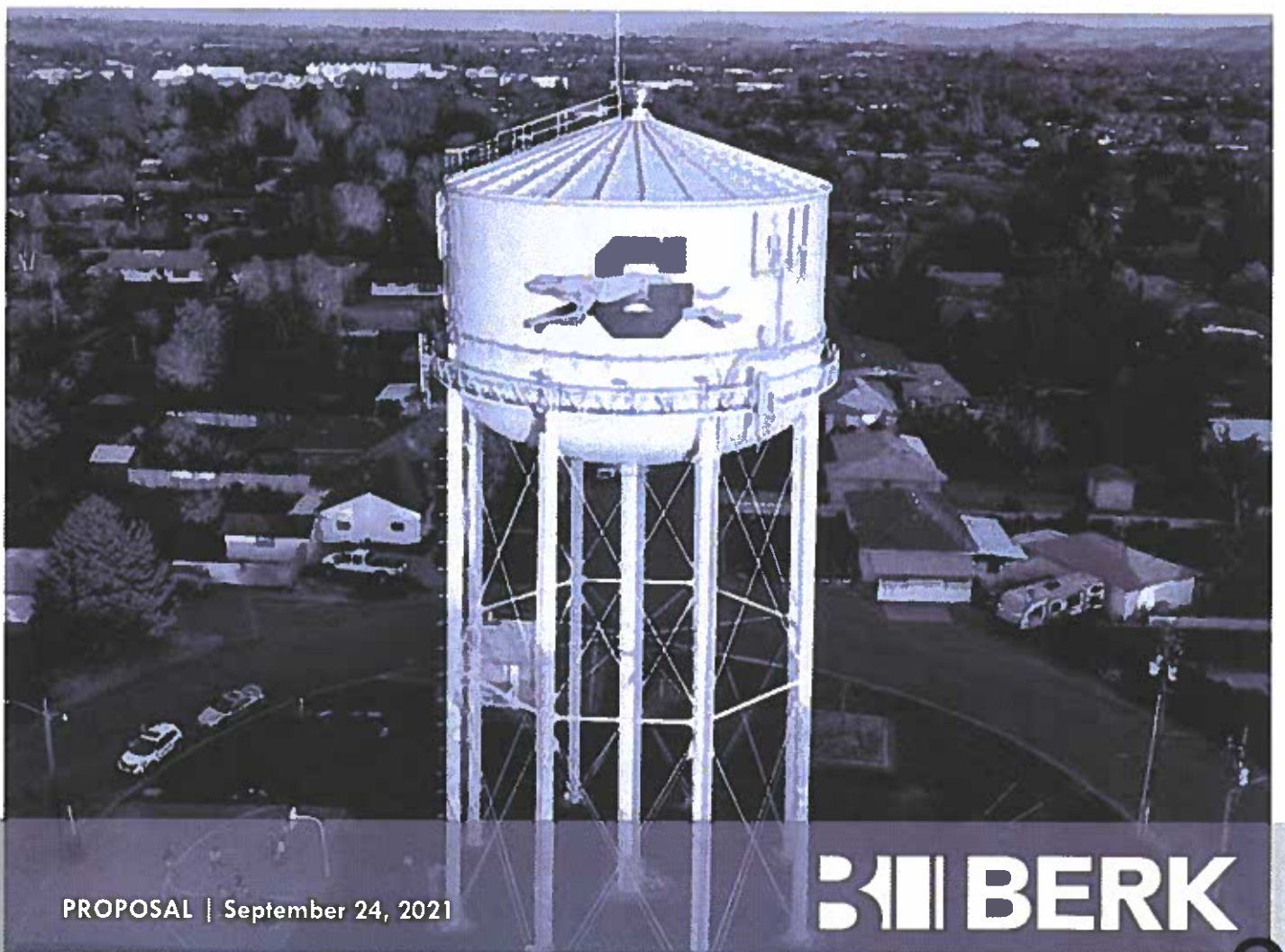
Anita G. Palacios, MMC  
City Clerk

**NOTIFICATION:**

Mayor and Council  
Cus Arteaga, City Administrator  
Department Directors  
Port of Grandview  
Grandview Chamber of Commerce  
News Media

City of Grandview

# Community and Business Surveys Proposal



PROPOSAL | September 24, 2021

**BERK**

## Understanding of Need

The City of Grandview wishes to gather information on the local impacts of COVID-19 and seeks consulting support to develop and implement a survey of community members and a survey of local businesses. The surveys are intended to gather information for two primary purposes:

1. Enable city leadership to focus the use of existing resources, including grant dollars, for the benefit of the community.
2. Gather data to strengthen the City's future proposals for grant dollars to address local needs and/or hardships caused by COVID-19.

## Proposed Scope of Work

### Task 1. Kick-off and Engagement Management

At the start of the project, BERK will meet with the City's project team to identify key project goals including the learning objectives of the outreach to community members and businesses. We will confirm project roles, point of contacts, and communications preferences. Following the meeting BERK will develop an updated statement of project goals and learning objectives. This task also includes management of engagement efforts for both surveys.

#### *Deliverables*

- Kick-off meeting (via teleconference)
- Updated statement of project goals and learning objectives
- Engagement management

### Task 2. Community Survey

Building on the goals and objectives confirmed in Task 1, BERK will collaborate with City staff and its designated partners to develop a community needs survey. BERK will advise on the survey structure, content, and delivery formats. Based on the feedback and input of the city's team members, BERK will develop a draft and final survey.

In addition to the survey, BERK will develop a Community Survey Promotion Plan that describes the roles and activities necessary to encourage community participation in the survey. The City of Grandview and its partners will be primarily responsible for advertising and distributing the survey. BERK can support these efforts through the development of survey announcements, outreach collateral, and web graphics. BERK will administer the survey through a web-based tool that accommodates mobile-responses. The City or its partners will be responsible for managing the collection and input of any paper-based surveys.

Translation, printing, and mailing costs are not accounted for in the budget estimates.

Once the survey is closed, BERK will compile and analyze the survey findings and develop a summary of findings.

#### *Deliverables*

- Draft Survey

- Survey development meeting with the City and its designated partners
- Final Community Survey and Survey Promotion Plan
- Survey analysis and Summary of Findings

### Task 3. Business Survey

Building on the goals and objectives confirmed in Task 1, BERK will collaborate with City staff and its designated partners to develop a local business survey. BERK will advise on the survey structure, content, and delivery formats. Based on the feedback and input of the City's team members, BERK will develop a draft and final survey.

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#### *Deliverables*

- Draft Survey
- Survey development meeting with the City and its designated partners
- Final Business Survey and Survey Promotion Plan
- Survey analysis and Summary of Findings

### Task 4. Data Compilation and Presentation of Findings

BERK will compile data gathered through both surveys, preparing it in a format for use by City staff. We will prepare a written Summary of Findings and present an overview of the survey process, response rates, and learnings to an audience of the City's choosing.

#### *Deliverables*

- All compiled survey data
- Summary of Findings
- Presentation of survey process, response rates, and findings



# Budget Proposal

	2021 Hourly Rate	Dawn Couch Project Manager \$170	Analytic and Outreach Support \$140	Total Hours and Estimated Cost by Task
<b>Task 1: Kick-off and Engagement Management</b>				
Kick-off meeting (via teleconference)		3	2	
Updated statement of project goals and learning objectives		1	1	
Engagement management		4	0	
<b>Subtotal</b>		<b>8</b>	<b>3</b>	<b>11</b>
				<b>\$1,780</b>
<b>Task 2: Community Survey</b>				
Draft and Final Survey		6	4	
Community Survey Promotion Plan		2	0	
Analysis		4	10	
Summary of Findings		4	4	
<b>Subtotal</b>		<b>16</b>	<b>18</b>	<b>34</b>
				<b>\$5,240</b>
<b>Task 3: Business Survey</b>				
Draft and Final Survey		6	4	
Business Survey Promotion Plan		2	0	
Analysis		4	10	
Summary of Findings		4	4	
<b>Subtotal</b>		<b>16</b>	<b>18</b>	<b>34</b>
				<b>\$5,240</b>
<b>Task 4: Data Compilation and Presentation of Findings</b>				
Compile and Prepare Data for City		2	3	
Draft and Final Summary of Findings		4	2	
Presentation (via teleconference)		3	3	
<b>Subtotal</b>		<b>9</b>	<b>8</b>	<b>17</b>
				<b>\$2,650</b>
<b>Total Estimated Hours</b>		<b>49</b>	<b>47</b>	<b>96</b>
<b>Cost (Hours*Rate)</b>		<b>\$8,330</b>	<b>\$6,580</b>	<b>\$14,910</b>

# About BERK Consulting, Inc.

BERK is an interdisciplinary consultancy integrating strategy, planning, and policy development; financial and economic analysis; and facilitation, design, and communications. Founded in 1988, our passion is working in the public interest, helping public and nonprofit agencies address complex challenges and position themselves for success.

Our Mission is: *Helping Communities and Organizations Create Their Best Futures*. We do this by:

- Integrating the art of effective decision-making with the science of rigorous quantitative and qualitative analysis;
- Bringing people, ideas, and analysis together to generate understanding and consensus on the best strategies and decisions; and
- Bridging disciplines to synthesize diverse information and facilitate relationships.

A hallmark of our approach is our ability to communicate complex information to a wide range of audiences, using words, numbers, pictures, and maps to convey information in accessible, understandable formats. We believe that when participants truly understand the issues and options before them, they are able to make good decisions, and then communicate and explain those decisions to the broader community.

## Staff Qualifications



**Dawn Couch** is a Senior Project Manager specializing in community development, strategy, social and economic change, and stakeholder engagement, with a focus on building community understanding and vision to inspire action. She brings a social and economic research background to support municipalities and organizations in achieving improved outcomes. Dawn recently completed community surveys with the cities of Kent and Leavenworth. For Leavenworth she also developed a business owner survey to better understand the impacts of COVID.

Dawn received a B.A. in Sociology and Anthropology from Lewis & Clark College and an M.A. in Geography from the University of Washington. Dawn is a certified Performance Measurement Process (PuMP) Professional.



**John Todoroff** has a focus on land use planning and community engagement. His background is in communication, graphic design, research and analysis. He has experience working on large-scale community subarea planning efforts, supporting both the planning analysis as well as the outreach components. He enjoys distilling complex information to ensure diverse communities' full participation in the planning process.

Prior to joining BERK, John worked for City of Vancouver, Washington as a planning and public outreach coordinator for a variety of community and economic development projects. He also worked at a Portland-based public involvement firm. John has a Master of Urban and Regional Planning and a B.A. in Community Development, with a focus on Communications, from Portland State University. He also has a Graduate Certificate in Geographic Information Systems. John is a LEED Accredited Professional.



# CONSULTANT AGREEMENT BETWEEN

## **CITY OF GRANDVIEW**

207 W. Second Street

Grandview WA 98930

## **BERK CONSULTING, INC.**

2200 Sixth Avenue, Suite 1000

Seattle WA 98121

## Agreement Summary

PROJECT: GRANDVIEW COMMUNITY SURVEY      NUMBER: R0010652

This agreement is made between City of Grandview ("CLIENT") and BERK CONSULTING, INC. ("BERK"). BERK will provide professional consulting services for the CLIENT. The scope of work and project are described in the Scope of Work attached hereto as Exhibit A (the "SOW").

### Performance

Services provided under this agreement will be performed by BERK from 10/2021 through 12/2021, unless modified by a written agreement of the parties.

### Compensation and Payment

The CLIENT shall pay BERK on a time and materials basis, not to exceed \$14,910 in accordance with the Budget set forth below. BERK will invoice the CLIENT on a monthly basis. Invoices will include the hourly rate(s) for services performed, the hours worked, additional expenses and costs incurred, and the date concluded. CLIENT shall pay the invoice within thirty (30) days of receipt.

### Budget and Timeline

BERK will invoice CLIENT on a time and materials basis, with a total not to exceed 14,910, which includes reasonable expenses and costs. Our estimated time and cost per deliverable is shown in the SOW. The actual time and cost may vary from this estimate depending on factors outside of our control, however, the total spent will not exceed the maximum stated above without CLIENT's prior written consent, or unless the actual amounts of third-party expenses and costs incurred by us substantially exceed our estimates, in our sole discretion.

The timeline for this project is approximately 3-months, with a final project schedule to be determined collaboratively between the CLIENT and the BERK project team. It may be determined that the quality of the project may best be supported with a staged deliverable schedule, with some project components completed within a 2-month timeframe and others completed shortly thereafter. Adherence to the project schedule will depend upon timely availability of data, feedback on draft deliverables, and other material from the CLIENT project team.

## Changes

BERK will accommodate CLIENT's material changes to, or requests for work outside of, the SOW attached hereto as Exhibit A, provided that such material changes or requests, and the compensation payable to BERK therefor, are agreed to in writing pursuant to the Amendment in substantially the form attached to this Agreement Summary as Exhibit C.

## Terms and Conditions

This agreement incorporates by reference the SOW attached hereto as Exhibit A, the Standard Terms and Conditions attached hereto as Exhibit B (together, and with all exhibits, attachments and schedules hereto, the "Agreement"). The Agreement constitutes a binding contract between CLIENT and BERK.

## Acceptance

By their execution below, the parties hereto have agreed to all of the terms and conditions of this Agreement effective as of the last date of signature below (the "Effective Date"), and each signatory represents that it has the full authority to accept this Agreement, and to bind her/his respective party to all of the terms and conditions herein.

### CITY OF GRANDVIEW

By: \_\_\_\_\_

Title: Grandview Mayor

Date: 11/02/21

### BERK CONSULTING, INC.

By: \_\_\_\_\_

Title: Principal in Charge

Date: 10/26/2021



# Attachment A: Scope of Work

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# Attachment B: Project Schedule

MONTH	DATE	PRIMARY DELIVERABLES
NOV	11/15/21	
	11/23/21	Kick Off meeting
DEC	12/1/21	Updated statement of project goals and learning objectives
	12/10/21	Draft Community Survey
	12/15/21	Draft Business Survey
	12/31/21	Final Surveys and Promotion Plans
JAN	1/5/21	Community Survey Launch
	1/10/21	Business Survey Launch
FEB	1/24/21	Community Survey Closes
	2/2/21	Community Survey Findings
	2/7/21	Business Survey Close
	2/16/21	Business Survey Findings
	2/22/21	Council Presentation (remote)
MAR	3/4/21	Final Deliverables

 Task 1 Deliverables  
 Task 2  
 Task 3  
 Task 4



# EXHIBIT B

BERK CONSULTING, INC.

## STANDARD TERMS AND CONDITIONS

**1. DEFINITIONS.** As used herein and throughout this Agreement:

**1.1.** *Agreement* means the entire content of these Standard Terms and Conditions, the Agreement Summary to which these Standard Terms and Conditions are attached (the "Agreement Summary") and the SOW, together with any exhibits, schedules or attachments hereto.

**1.2.** *CLIENT Content* means all materials, information, photography, writings, data and other content provided by CLIENT for use in the preparation of and/or incorporation in the Deliverables.

**1.3.** *Copyrights* means the property rights in original works of authorship, expressed in a tangible medium of expression, as defined and enforceable under U.S. Copyright Law.

**1.4.** *Deliverables* means the services and content to be delivered by BERK to CLIENT as specified in the SOW and attached to the Agreement Summary as Exhibit A.

**1.5.** *BERK Fees* means all fees, costs and expenses payable to BERK by CLIENT in the amounts and according to the payment schedule set forth in the SOW, and all applicable sales, use or value added taxes, even if calculated or assessed subsequent to the payment schedule set forth in the SOW.

**1.6.** *BERK Tools* means all tools developed and/or utilized by BERK in performing the Services, including without limitation pre-existing and newly developed software including source code, excel files, word documents, cartography, InDesign schematics, database designs, models in any medium, and

application tools, together with any other software, or other inventions whether or not patentable, and general non-copyrightable concepts such as website design, architecture, layout, models, concepts, ideas, navigational and functional elements (collectively, "Works").

**1.7.** *Final Work* means all content developed or created by BERK, or commissioned by BERK, exclusively for the Project and incorporated into and delivered as part of the Final Deliverables, including and by way of example, not limitation, any and all Works, modifications to CLIENT Content, and BERK's selection, arrangement and coordination of such elements together with CLIENT Content and/or Third Party Materials.

**1.8.** *Final Deliverables* means the final versions of Deliverables provided by BERK and accepted by CLIENT.

**1.9.** *Preliminary Works* means all works including, but not limited to, Works developed by BERK and which may or may not be shown and or delivered to CLIENT for consideration but do not form part of the Final Work.

**1.10.** *Project* means the scope and purpose of the CLIENT's identified usage of the services as described in the SOW.

**1.11.** *Services* means all services to be provided to CLIENT by BERK as described and otherwise further defined in the SOW.

**1.12.** *SOW* means the Scope of Work attached as Exhibit A to the Agreement Summary, as amended or modified in accordance with this Agreement.

**1.13.** *Third Party Materials* means proprietary third party materials which are



incorporated into the Final Deliverables, including without limitation stock photography, illustrations, data, fonts or models.

**1.14. Trademarks** means trade names, words, symbols, designs, logos or other devices or designs used in the Final Deliverables.

**2. APPLICATION OF TERMS.** Unless otherwise agreed in writing, these Terms and Conditions will apply to all work performed for CLIENT by BERK, whether pursuant to the SOW or not.

**3. FEES, EXPENSES, COSTS; INVOICES.**

**3.1. Fees.** In consideration of the Services to be performed by BERK, CLIENT shall pay to BERK the BERK Fees in the amounts and according to the payment schedule set forth in the SOW.

**3.2. Additional Expenses and Costs.** Unless otherwise specified in the SOW, the Project pricing includes the BERK Fees and any and all additional costs and expenses incurred by BERK in connection with this Agreement, including, without limitation (a) incidental and out-of-pocket expenses including but not limited to costs for telephone calls, postage, shipping, overnight courier, service bureaus, Third Party Materials, printing or typesetting, blueprints, models, presentation materials, photocopies, computer expenses, parking fees and tolls, and taxis at cost plus, if applicable, a mileage reimbursement at the current federal reimbursable rate; and (b) travel expenses including transportation, meals, and lodging; *provided however*, that if any such costs and expenses substantially exceed BERK's reasonable estimates as part of the BERK Fees in BERK's sole discretion, CLIENT shall be responsible for all such costs and expenses, including fees for all services provided to the CLIENT by BERK that are outside the scope of the services as set forth in the SOW (collectively, the "Excess Costs"). Such Excess Costs, if any, will be billed to CLIENT separately and CLIENT shall pay BERK for any such Excess Costs in accordance with Section 3.3 below.

**3.3. Invoices.** All invoices are payable within thirty (30) days of receipt. A monthly service charge of 1.5% (or the greatest amount

allowed by state law) is payable on all overdue balances. Payments will be credited first to late payment charges and next to the unpaid balance. CLIENT shall be responsible for all collection or legal fees necessitated by lateness or default in payment. BERK reserves the right to withhold delivery and any transfer of ownership of any current work if accounts are not current or overdue invoices are not paid in full. All grants of any license to use or transfer of ownership of any intellectual property rights under this Agreement are conditioned upon receipt of payment in full which shall be inclusive of any and all outstanding BERK Fees, Excess Costs (if any), and the costs of Changes (if any).

**4. CHANGES.**

**4.1. General Changes.** Unless otherwise provided in the SOW, and except as otherwise provided for herein, CLIENT shall pay additional charges for changes ("Changes") requested by CLIENT which are outside the scope of the Services on a time and materials basis, as set forth in an Amendment in substantially the form attached to the Agreement as Exhibit C (an "Amendment"). Such charges shall be in addition to the BERK Fees, despite any maximum budget, contract price or final price identified therein. BERK may extend or modify any delivery schedule or deadlines in the SOW and Deliverables as may be required by such Changes.

**4.2. Substantive Changes.** If CLIENT requests or instructs Changes that amount to a revision in or near excess of 15% of the time required to produce the Deliverables, and or the value or scope of the Services, BERK shall be entitled to submit an Amendment in the form attached to the Agreement as Exhibit C to CLIENT for written approval. Work shall not begin on the revised services until a fully signed Amendment and, if required, any additional retainer fees are received by BERK.

**4.3. Timing.** BERK will prioritize performance of the Services as may be necessary or as identified in the SOW, and will undertake commercially reasonable efforts to perform the Services within the time(s) identified

in the SOW. CLIENT agrees to review Deliverables within the time identified for such reviews and to promptly either, (i) approve the Deliverables in writing or (ii) provide written comments and/or corrections sufficient to identify the CLIENT's concerns, objections or corrections to BERK. BERK shall be entitled to request written clarification of any concern, objection or correction. CLIENT acknowledges and agrees that BERK's ability to meet any and all schedules is entirely dependent upon CLIENT's prompt performance of its obligations to provide materials and written approvals and/or instructions pursuant to the SOW and that any delays in CLIENT's performance or Changes in the Services or Deliverables requested by CLIENT may delay delivery of the Deliverables. Any such delay caused by CLIENT shall not constitute a breach of any term, condition or BERK's obligations under this Agreement.

**4.4. Quality Assurance and Acceptance.** BERK will exercise commercially reasonable efforts to ensure the quality of the Deliverables requiring such quality assurance to the best of BERK's ability and knowledge, in BERK's sole discretion, and to make all necessary corrections prior to providing Deliverables to CLIENT. CLIENT, within five (5) business days of receipt of each Deliverable, shall notify BERK, in writing, of any failure of such Deliverable to comply with the specifications set forth in the SOW, or of any other objections, corrections, changes or amendments CLIENT wishes made to such Deliverable. Any such written notice shall be sufficient to identify with clarity any objection, correction or change or amendment, and BERK will undertake to make the same in a commercially timely manner. Any and all objections, corrections, changes or amendments shall be subject to the terms and conditions of this Agreement. In the absence of such notice from CLIENT, the Deliverable shall be deemed accepted.

## **5. INTELLECTUAL PROPERTY.**

**5.1. Rights to Deliverables other than Final Work.**

**a. CLIENT Content.** CLIENT Content, including

all pre-existing Trademarks, shall remain the sole property of CLIENT or its respective suppliers, and CLIENT or its suppliers shall be the sole owner of all rights in connection therewith. CLIENT hereby grants to BERK a nonexclusive, nontransferable license to use, reproduce, modify, display and publish the CLIENT Content solely in connection with BERK's performance of the Services, preparation of the Deliverables and limited promotional uses of the Deliverables as authorized in this Agreement.

**b. Third Party Materials.** All Third Party Materials are the exclusive property of their respective owners. BERK shall inform CLIENT of all Third Party Materials that may be required to perform the Services or otherwise integrated into the Final Work. Under such circumstances BERK shall inform CLIENT of any need to license, at CLIENT's expense, and unless otherwise provided for by CLIENT, CLIENT shall obtain the license(s) necessary to permit CLIENT's use of the Third Party Materials consistent with the usage rights granted herein. In the event CLIENT fails to properly secure or otherwise arrange for any necessary licenses or instructs the use of Third Party Materials, CLIENT hereby indemnifies, saves and holds harmless BERK from any and all damages, liabilities, costs, losses or expenses arising out of any claim, demand, or action by a third party arising out of CLIENT's failure to obtain copyright, trademark, publicity, privacy, defamation or other releases or permissions with respect to materials included in the Final Work.

**c. Preliminary Works.** BERK retains all rights in and to all Preliminary Works. CLIENT shall return all Preliminary Works to BERK within thirty (30) days of completion of the Services and all rights in and to any Preliminary Works shall remain the exclusive property of BERK.

d. *Original Works.* BERK retains all right and title in and to any original Works comprising Final Work, including all rights to display, license or sell such Works. CLIENT shall return all original works to BERK within thirty (30) days of completion of the Services.

e. *Trademarks.* Upon completion of the Services, subject to Sections 5.1(c), 5.1(d) and 5.2, and expressly conditioned upon full payment of all fees, costs and out-of-pocket expenses due, BERK assigns to CLIENT all ownership rights, including any copyrights, in and to any artworks or designs comprising the Works created by BERK for use by CLIENT as a Trademark. BERK shall cooperate with CLIENT and shall execute any additional documents reasonably requested by CLIENT to evidence such assignment. CLIENT shall have sole responsibility for ensuring that any proposed trademarks or Final Deliverables intended to be a Trademark are available for use in commerce and federal registration and do not otherwise infringe the rights of any third party. CLIENT hereby indemnifies, saves and holds harmless BERK from any and all damages, liabilities, costs, losses or expenses arising out of any claim, demand, or action by any third party alleging any infringement arising out of CLIENT's use and/or failure to obtain rights to use or use of the Trademark.

f. *BERK Tools.* All BERK Tools are and shall remain the exclusive property of BERK. CLIENT may not directly or indirectly, in any form or manner, decompile, reverse engineer, create derivative works or otherwise disassemble or modify any BERK Tools comprising any software, works of authorship, models or technology of BERK.

**5.2. Rights to Final Work.** Upon completion of the Services, and expressly subject to full payment of all fees, costs and expenses due, BERK hereby assigns to CLIENT all right, title

and interest, including without limitation copyright and other intellectual property rights, in and to the Final Work. For the avoidance of doubt, CLIENT has no rights, or interest in or to the Final Work unless and until BERK receives full payment of all fees, costs and expenses due. BERK agrees to reasonably cooperate with CLIENT and shall execute any additional documents reasonably necessary to evidence such assignment.

**6. CLIENT RESPONSIBILITIES.** CLIENT acknowledges that it shall be responsible for performing the following in a reasonable and timely manner: (a) coordination of any decision-making with parties other than BERK; (b) provision of CLIENT Content in a form suitable for reproduction or incorporation into the Deliverables without further preparation, unless otherwise expressly provided in the SOW; and (c) final proofreading and in the event that CLIENT has approved Deliverables but errors, such as, by way of example, not limitation, typographic errors or misspellings, remain in the finished product, CLIENT shall incur the cost of correcting such errors.

**7. ACCREDITATION/PROMOTIONS.** All displays or publications of the Deliverables shall bear accreditation and/or copyright notice in BERK's name in the form, size and location as incorporated by BERK in the Deliverables, or as otherwise directed by BERK. BERK retains the right to reproduce, publish and display the Deliverables in BERK's portfolios and websites, and in periodicals and other media or exhibits for the purposes of marketing, recognition of professional excellence or advancement, and to be credited with authorship of the Deliverables in connection with such uses. Either party, subject to the other's reasonable approval, may describe its role in relation to the Project and, if applicable, the services provided to the other party on its website and in other promotional materials, and, if not expressly objected to, include a link to the other party's website.

**8. CONFIDENTIAL INFORMATION.** Each party acknowledges that in connection with this Agreement it may receive certain confidential or

proprietary technical and business information and materials of the other party, including without limitation CLIENT Content, Works, BERK Tools, Third Party Materials and Preliminary Works ("Confidential Information"). Each party, its agents and employees shall hold and maintain in strict confidence all Confidential Information, shall not disclose Confidential Information to any third party, and shall not use any Confidential Information except as may be necessary to perform its obligations under the SOW and this Agreement, except as may be required by a court or governmental authority. Notwithstanding the foregoing, Confidential Information shall not include any information that is in the public domain or becomes publicly known through no fault of the receiving party, or is otherwise properly received from a third party without an obligation of confidentiality.

## **9. RELATIONSHIP OF THE PARTIES.**

**9.1. Independent Contractor.** BERK is an independent contractor, not an employee of CLIENT or any company affiliated with CLIENT. BERK shall provide the Services under the general direction of CLIENT, but BERK shall determine, in BERK's sole discretion, the manner and means by which the Services are accomplished. This Agreement does not create a partnership or joint venture and neither party is authorized to act as agent or bind the other party except as expressly stated in this Agreement. BERK and the work product or Deliverables prepared by BERK shall not be deemed a work for hire as that term is defined under Copyright Law. All rights, if any, granted to CLIENT are contractual in nature and are wholly defined by the express written agreement of the parties and the various terms and conditions of this Agreement.

**9.2. No Exclusivity.** The parties expressly acknowledge that this Agreement does not create an exclusive relationship between the parties. CLIENT is free to engage others to perform services of the same or similar nature to those provided by BERK, and BERK shall be entitled to offer and provide services to others, solicit other clients and otherwise advertise the

services offered by BERK.

**9.3. BERK Agents.** BERK shall be permitted to engage and/or use third party service providers as independent contractors in connection with the Services ("Work Agents"). Notwithstanding the foregoing, BERK shall remain fully responsible for such Work Agents' compliance with the various terms and conditions of this Agreement vis a vis CLIENT, even though BERK's liability vis a vis any Work Agent may be limited by an agreement between BERK and such Work Agent.

**9.4. No Solicitation.** During the term of this Agreement, and for a period of twelve (12) months after expiration or termination of this Agreement, CLIENT agrees not to solicit, recruit, engage or otherwise employ or retain, on a full-time, part-time, consulting, work-for-hire or any other kind of basis, any BERK, employee or Work Agent of BERK, whether or not said person has been assigned to perform tasks under this Agreement. In the event such employment, consultation or work-for-hire event occurs, CLIENT agrees that BERK shall be entitled to an agency commission to be the greater of, either (a) 25% of said person's starting salary with CLIENT, or (b) 25% of fees paid to said person in the first twelve (12) month period if engaged by CLIENT as an independent contractor. In the event of (a) above, payment of the commission will be due within 30 days of the employment starting date. In the event of (b) above, payment will be due at the end of any month during which the independent contractor performed services for CLIENT. BERK, in the event of nonpayment and in connection with this section, shall be entitled to seek all remedies under law and equity.

## **10. WARRANTIES AND REPRESENTATIONS.**

**10.1. By CLIENT.** CLIENT represents, warrants and covenants to BERK that (a) CLIENT owns all right, title, and interest in, or otherwise has full right and authority to permit the use of the CLIENT Content, (b) to the best of CLIENT's knowledge, the CLIENT Content does not infringe the rights of any third party, and use of the CLIENT Content as well as any Trademarks in connection with the Project does not and will not

violate the rights of any third parties, (c) CLIENT shall comply with the terms and conditions of any licensing agreements which govern the use of Third Party Materials, and (d) CLIENT shall comply with all laws and regulations as they relate to the Services and Deliverables.

**10.2. By BERK.** (a) BERK hereby represents, warrants and covenants to CLIENT that BERK will provide the Services identified in the Agreement in a professional and workmanlike manner and in accordance with all reasonable professional standards for such services, (b) BERK further represents, warrants and covenants to CLIENT that (i) except for Third Party Materials and CLIENT Content, the Final Deliverables shall be the original work of BERK and/or its independent contractors, (ii) in the event that the Final Deliverables include the work of independent contractors commissioned for the Project by BERK, BERK shall have secure agreements from such contractors granting all necessary rights, title, and interest in and to the Final Deliverables sufficient for BERK to grant the intellectual property rights provided in this Agreement, and (c) EXCEPT FOR THE EXPRESS REPRESENTATIONS AND WARRANTIES STATED IN THIS AGREEMENT, BERK MAKES NO WARRANTIES WHATSOEVER. BERK EXPLICITLY DISCLAIMS ANY OTHER WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR COMPLIANCE WITH LAWS OR GOVERNMENT RULES OR REGULATIONS APPLICABLE TO THE PROJECT.

## **11. INDEMNIFICATION/LIABILITY.**

**11.1. By CLIENT.** CLIENT agrees to indemnify, save and hold harmless BERK from any and all damages, liabilities, costs, losses or expenses arising out of any claim, demand, or action by a third party arising out of any breach of CLIENT's responsibilities or obligations, representations or warranties under this Agreement. Under such circumstances BERK shall promptly notify CLIENT in writing of any claim or suit; (a) CLIENT has sole control of the defense and all related settlement negotiations; and

(b) BERK provides CLIENT with commercially reasonable assistance, information and authority necessary to perform CLIENT's obligations under this section. CLIENT will reimburse the reasonable out-of-pocket expenses incurred by BERK in providing such assistance.

**11.2. By BERK.** Subject to the terms, conditions, express representations and warranties provided in this Agreement, BERK agrees to indemnify, save and hold harmless CLIENT from any and all damages, liabilities, costs, losses or expenses arising out of any finding of fact which is inconsistent with BERK's representations and warranties made herein, except in the event any such claims, damages, liabilities, costs, losses or expenses arise directly as a result of gross negligence or misconduct of CLIENT provided that (a) CLIENT promptly notifies BERK in writing of the claim; (b) BERK shall have sole control of the defense and all related settlement negotiations; and (c) CLIENT shall provide BERK with the assistance, information and authority necessary to perform BERK's obligations under this section. Notwithstanding the foregoing, BERK shall have no obligation to defend or otherwise indemnify CLIENT for any claim or adverse finding of fact arising out of or due to CLIENT Content, any unauthorized content, improper or illegal use, or the failure to update or maintain any Deliverables provided by BERK.

**11.3. Limitation of Liability.** THE SERVICES AND THE WORK PRODUCT OF BERK ARE SOLD "AS IS." IN ALL CIRCUMSTANCES, THE MAXIMUM LIABILITY OF BERK, ITS DIRECTORS, OFFICERS, EMPLOYEES, WORK AGENTS AND AFFILIATES ("BERK PARTIES"), TO CLIENT FOR DAMAGES FOR ANY AND ALL CAUSES WHATSOEVER, AND CLIENT'S MAXIMUM REMEDY, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT OR OTHERWISE, SHALL BE LIMITED TO THE FULL AMOUNT OF THE BERK FEES. IN NO EVENT SHALL BERK BE LIABLE FOR ANY LOST DATA OR CONTENT, LOST PROFITS, BUSINESS INTERRUPTION OR FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES ARISING



OUT OF OR RELATING TO THE MATERIALS OR THE SERVICES PROVIDED BY BERK, EVEN IF BERK HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.

## 12. TERM AND TERMINATION.

12.1. This Agreement shall commence upon the Effective Date and shall remain effective until the Services are completed and delivered.

12.2. This Agreement may be terminated at any time by either party effective immediately upon notice, or the mutual agreement of the parties, or if any party: (a) becomes insolvent, files a petition in bankruptcy, makes an assignment for the benefit of its creditors; or (b) breaches any of its material responsibilities or obligations under this Agreement, which breach is not remedied within ten (10) days from receipt of written notice of such breach.

12.3. In the event of termination, BERK shall be compensated for the Services performed through the date of termination in the amount of (a) any advance payment, (b) a prorated portion of the BERK Fees due, or (c) hourly fees, if any are specified on the SOW, for work performed by BERK or BERK's agents as of the date of termination, whichever is greater; and CLIENT shall pay all Berk Fees and Excess Costs (if any), and the costs of Changes (if any) incurred through and up to, the date of cancellation.

12.4. In the event of termination by CLIENT and upon full payment of compensation as provided herein, BERK grants to CLIENT such right and title with respect to those Deliverables provided to, and accepted by CLIENT as of the date of termination, *provided, however*, that such Deliverables are indicated to CLIENT by BERK in writing.

12.5. Upon expiration or termination of this Agreement: (a) each party shall return or, at the disclosing party's request, destroy the Confidential Information of the other party, and (b) other than as provided herein, all rights and

obligations of each party under this Agreement, exclusive of the Services, shall survive.

## 13. GENERAL.

13.1. *Modification/Waiver.* This Agreement may be modified by the parties. Any modification of this Agreement must be in writing, except that BERK's invoices may include, and CLIENT shall pay, expenses or costs that CLIENT authorizes by electronic mail in cases of extreme time sensitivity. Failure by either party to enforce any right or seek to remedy any breach under this Agreement shall not be construed as a waiver of such rights nor shall a waiver by either party of default in one or more instances be construed as constituting a continuing waiver or as a waiver of any other breach.

13.2. *Notices.* All notices to be given hereunder shall be transmitted in writing either by facsimile or electronic mail with return confirmation of receipt or by certified or registered mail, return receipt requested, and shall be sent to the addresses identified in the Agreement Summary, unless notification of change of address is given in writing. Notice shall be effective upon receipt or in the case of fax or email, upon confirmation of receipt.

13.3. *No Assignment.* Neither party may assign, whether in writing or orally, or encumber its rights or obligations under this Agreement or permit the same to be transferred, assigned or encumbered by operation of law or otherwise, without the prior written consent of the other party.

13.4. *Force Majeure.* BERK shall not be deemed in breach of this Agreement if BERK is unable to complete the Services or any portion thereof by reason of fire, earthquake, terrorism, labor dispute, act of God or public enemy, death, illness or incapacity of BERK or any local, state, federal, national or international law, governmental order or regulation or any other event beyond BERK's control (collectively, "*Force Majeure Event*"). Upon occurrence of any Force Majeure Event, BERK shall give notice to CLIENT of its inability to perform or of delay in completing the Services and shall propose

revisions to the schedule for completion of the Services.

**13.5. Governing Law and Dispute Resolution.** The formation, construction, performance and enforcement of this Agreement shall be in accordance with the laws of the United States and the state of Washington without regard to its conflict of law provisions or the conflict of law provisions of any other jurisdiction. In the event of a dispute arising out of this Agreement, the parties agree to attempt to resolve any dispute by negotiation between the parties. If they are unable to resolve the dispute, either party may commence mediation and/or binding arbitration through the American Arbitration Association, or other forum mutually agreed to by the parties. The prevailing party in any dispute resolved by binding arbitration or litigation shall be entitled to recover its attorneys' fees and costs. In all other circumstances, the parties specifically consent to the local, state and federal courts located in King County, State of Washington. The parties hereby waive any jurisdictional or venue defenses available to them and further consent to service of process by mail. CLIENT acknowledges that BERK will have no adequate remedy at law in the event CLIENT uses the Deliverables in any way not permitted hereunder, and hereby agrees that BERK shall be entitled to equitable relief by way of temporary and permanent injunction, and such other and further relief at law or equity as any arbitrator or court of competent jurisdiction may deem just and proper, in addition to any and all other remedies provided for herein.

**13.6. Severability.** Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement is held invalid or unenforceable, the remainder of this Agreement shall nevertheless remain in full force and effect and the invalid or unenforceable provision shall be replaced by a valid or enforceable provision.

**13.7. Headings.** The numbering and captions of the various sections are solely for

convenience and reference only and shall not affect the scope, meaning, intent or interpretation of the provisions of this Agreement nor shall such headings otherwise be given any legal effect.

**13.8. Integration.** This Agreement comprises the entire understanding of the parties hereto on the subject matter herein contained, and supersedes and merges all prior and contemporaneous agreements, understandings and discussions between the parties relating to the subject matter of this Agreement. In the event of a conflict between the Agreement Summary or the SOW and these Standard Terms and Conditions, the terms of the Agreement Summary or the SOW, as applicable, shall control. Supplemental, additional or complementary terms shall not be deemed to conflict for purposes of this Section 13.8. This Agreement comprises the Agreement Summary, the Standard Terms and Conditions, the SOW, and all attachments and exhibits thereto.

Agreement Summary or the SOW, as applicable, shall control. Supplemental, additional or complementary terms shall not be deemed to conflict for purposes of this Section 6.12.

# EXHIBIT C

## FORM OF AMENDMENT

**PROJECT: Name/Number**

**Amendment Number:**

**Amendment Effective Date:**

This Amendment (this "Amendment") is incorporated by reference into and made a part of the Consulting Services Agreement dated as of \_\_\_\_\_ by and between \_\_\_\_\_ ("CLIENT") and BERK Consulting, Inc. ("BERK") including the attachments, schedules and exhibits attached thereto (the "Agreement"). Capitalized terms used but not defined herein have the meanings assigned to them under the Agreement.

The parties to the Agreement agree to make the following additions or modifications to the SOW as follows:

[Describe changes]

Except as modified by this and any previously issued Amendment, all other terms and conditions of the Agreement remain in full force and effect. This Amendment may be executed in counterparts, each of which is deemed an original, but all of which constitutes one and the same agreement. Delivery of an executed counterpart of this Amendment electronically or by facsimile shall be as effective as delivery of an original signed counterpart of this Amendment.

By their execution below, the parties hereto have agreed to all of the terms and conditions of this Amendment effective as of the Amendment Effective Date listed above, and each signatory represents that it has the full authority to accept this Amendment, and to bind her/his respective party to all of the terms and conditions herein.

### CLIENT

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

### BERK CONSULTING, INC.

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

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

**ITEM TITLE**

Resolution approving a Site Use Agreement between People For People and the City of Grandview Community Center

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

**AGENDA DATE:** November 23, 2021

**DEPARTMENT**

Parks & Recreation Department

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

**DEPARTMENT DIRECTOR REVIEW**

Gretchen Chronis, Parks & Recreation Director



**CITY ADMINISTRATOR**

**MAYOR**



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

For several years, the City of Grandview has allowed People For People the use of the Community Center for the operation of a noon meal program to serve hundreds of area senior citizens. This valuable program enhances the health and social well being of the elderly.

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

Attached is the annual Site Use Agreement between People For People and the City to provide food and nutrition services for area senior citizens. The noon meal program has offered a host of opportunities for our Parks and Recreation staff and volunteers to enhance lives with additional and meaningful recreation programs. In addition, the agreement includes a reimbursement provision for utility costs from People For People in the amount of \$500 per month. The term of the agreement is from January 1, 2022 through December 31, 2023.

**ACTION PROPOSED**

Move a resolution approving a Site Use Agreement between People For People and the City of Grandview Community Center to a regular Council meeting for consideration.

**RESOLUTION NO. 2021-\_\_**

**A RESOLUTION OF THE CITY OF GRANDVIEW, WASHINGTON,  
APPROVING A SITE USE AGREEMENT BETWEEN PEOPLE FOR PEOPLE  
AND THE CITY OF GRANDVIEW COMMUNITY CENTER**

**WHEREAS**, People for People Senior Nutrition Program provides food and nutrition services to area senior citizens; and,

**WHEREAS**, People for People Senior Nutrition Program provides these services at the Grandview Community Center; and,

**WHEREAS**, the City of Grandview and People For People wish to enter into a Site Use Agreement; and,

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

The Mayor is hereby authorized to sign the Site Use Agreement between People For People and the City of Grandview in the form as is attached hereto and incorporated herein by reference.

**PASSED** by the **CITY COUNCIL** and **APPROVED** by the **MAYOR** at its regular meeting on \_\_\_\_\_, 2021.

**MAYOR**

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

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

**APPROVED AS TO FORM:**

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

**SITE USE AGREEMENT**  
**Between**  
**People For People**  
**and**  
**City of Grandview**  
**Grandview Community Center**

THIS AGREEMENT is made and entered into by and between, City of Grandview (hereinafter City), and People For People, a Washington nonprofit corporation.

WHEREAS, People For People Senior Nutrition Program provides food and nutrition services to senior citizens, and

WHEREAS, People For People Senior Nutrition Program desires to provide these services at the Grandview Community Center, whose address is 812 Wallace Way, Grandview, Washington, 98930 in accordance with the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants, promises, and agreements set forth herein it is agreed by and between the City and People For People as follows:

**1. People For People:**

- a. Shall prepare and serve food services to senior citizens at the Grandview Community Center, as contracted by the City, through congregate meals as well as preparing and packaging meals for home delivery to homebound seniors.
- b. Shall use the kitchen, equipment and facilities generally between 6:00 a.m. to 2:00 p.m., Monday, Tuesday, Wednesday, Thursday and Friday, except for Holidays and except when such use is preempted by the City pursuant to paragraph 2(b) below.
- c. Shall leave the kitchen, kitchen facilities/equipment, dishes, glassware, and utensils in a clean and orderly condition. People For People assumes all responsibility for the cleaning of the kitchen and dining areas for each day that People For People uses the facility.
- d. Upon the loss, destruction, or damage to any property at the Grandview Community Center in connection with its food service operations, People For People shall notify the City thereof and shall take all reasonable steps to protect that property from further damage. Furthermore, People For People assumes all responsibility for repairing any equipment, fixtures, or furnishings broken or damaged in the facility as a result of its food service operations.



- e. Shall request permission in advance to use the said facilities and equipment in the event such use is needed outside the said time period.
- f. Shall plan and carry out the operation of the meal site without aid or intervention from the City.

**2. The City:**

- a. Shall provide People For People the use of facilities, equipment, and space for the preparation and serving of meals for the Senior Nutrition program, as contracted by the City, generally from 6:00 a.m. to 2:00 p.m., Monday, Tuesday, Wednesday, Thursday and Friday, except for Holidays and when such use is preempted by the City pursuant to paragraph 2(b) below.
- b. Shall notify People For People at least five (5) business days in advance if the kitchen or dining areas are to be preempted for other use.
- c. Reserves the right to schedule classes and other activities in the Grandview Community Center. The City will make reasonable efforts to ensure that such classes and activities do not interfere with People For People's operations and services.
- d. Shall provide an annual Fire and Life Safety Survey to be performed by the local fire department.
- e. Shall provide an annual Health Inspection of the kitchen and serving area as mandated by State regulation. The Yakima Health District shall perform the inspection.
- f. Shall assure that when the facilities are used by other than People For People's Senior Nutrition program, the kitchen and other facilities have been properly cleaned prior to use by the Senior Nutrition program.

**3. Consideration:**

- a. As consideration for the food services provided pursuant to this Agreement, People For People agrees to pay the City a base minimum of \$500.00 per month starting January 1, 2022.
- b. The City will renegotiate with People For People the monthly base minimum, should the City determine that \$500.00 per month does not cover the increased utilities costs attributable to People For People's food preparation operations and services.

**4. Amendments:**

This Agreement contains all terms and conditions agreed upon by the parties. No change or addition to this Agreement shall be valid or binding upon either party unless such change or addition is in writing and executed by both parties.

**5. Term of Agreement:**

The term of this Agreement shall commence on January 1, 2022 or as mutually scheduled and shall end on December 31, 2023.

**6. Taxes and Assessments:**

People For People shall be solely responsible for compensating its employees and for paying all related taxes, deductions, and assessments, including but not limited to, federal income tax, FICA, social security tax, assessments for unemployment and industrial injury, and other deductions from income which may be required by law or assessed against either party as a result of this Agreement.

**7. Insurance:**

People For People understands and acknowledges that the City does not provide comprehensive liability insurance coverage for the benefit of People For People, including its officials, officers, agents, and employees. People For People shall maintain a policy of comprehensive liability insurance with combined single limit coverage of at least \$5,000,000 for the duration of this Agreement. The policy shall provide coverage for all activities conducted by People For People at the Grandview Community Center. People For People shall provide the City with a certificate of insurance or insurance binder evidencing that said insurance is in effect. People For People is required to provide 30 days notice of cancellation of such insurance and provide proof of continued coverage.

**8. Non Discrimination:**

With regard to the provision of food services under this Agreement, People For People and the City shall not illegally discriminate against any person on the grounds of race, creed, color, religion, national origin, political affiliation, sex, marital status, sexual orientation, age, or the presence of any sensory, mental, or physical handicap.

**9. Indemnification and Hold Harmless:**

People For People shall indemnify, hold harmless and defend the City, and its elected officials, officers, employees, and agents from and against any and all suits, actions, claims liability, damages, judgments, costs and expenses (including reasonable attorney's fees) which result from or arise out of the sole negligence of People For People, its elected officials, officers, employees, and agents in connection with or incidental to the performance or non-performance of People For People's services, duties and obligations under this Agreement.

The City agrees to hold harmless, indemnify, and defend People For People, its elected officials, officers, employees and agents from and against any and all suits, actions, claims, liability, damages, judgments, costs and expenses (including reasonable attorney's fees) which result from or arise out of the sole negligence of the City, its elected officials, officers, employees, and agents in connection with or incidental to the performance or non-performance of the City's services, duties and obligations under this Agreement.

In the event that the officials, officers, agents, and/or employees of both People For People and the City are negligent, each party shall be liable for its contributory share of negligence for any resulting suits, actions, claims, liability, damages, judgments, costs and expenses (including any reasonable attorney's fees).

Nothing contained in this Section or this Agreement shall be construed to create a right of indemnification in any third party.

People For People hereby releases the City, its elected and appointed officials, employees and volunteers and others working on behalf of the City from any and all liability or responsibility to People For People or anyone claiming through or under People For People by way of subrogation or otherwise, for any loss, expense or damage, even if said loss, expense or damage is caused by the fault or negligence of the City, its elected or appointed officials, employees or volunteers, except to the extent that the City has an indemnification obligation to People For People under this paragraph 9.

Solely for the purposes of its obligations under this Agreement, each party specifically waives any immunity that may be granted under the Washington State Industrial Insurance Act, Title 51, Revised Code of Washington, for any claims by its employees against the other for bodily injuries or death sustained while performing services hereunder. Further, the indemnification obligations of either party to the other shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable to or for any third party under Worker's Compensation Acts, Disability Benefit Acts, or other benefit acts; provided, that each party's waiver of immunity by this provision shall extend only to claims by one party against the other and shall not include or extend to any claims by either party's employees directly against the employer party.

This paragraph nine (9) shall survive the termination of the Agreement.

**10. Assignment:**

This Agreement, or any interest herein, or claim hereunder, shall not be assigned or transferred in whole or in part by the City to any other person or entity without the prior written consent of People For People. In the event that such prior written consent to an assignment is granted, then the assignee shall assume all duties, obligations, and liabilities of the City as stated herein.

This Agreement, or any interest herein, or claim hereunder, shall not be assigned or transferred in whole or in part by People For People to any other person or entity without the prior written consent of the City. In the event that such prior written consent to an assignment is granted, then the assignee shall assume all duties, obligations, and liabilities of People For People as stated herein.

**11. Waiver of Breach:**

The waiver by People For People or the City of the breach of any provision of this Agreement by the other party shall not operate or be construed as a waiver of any subsequent breach by either party or prevent either party thereafter enforcing any such provision.

**12. Severability:**

If any portion of this Agreement is changed per mutual agreement or any portion is held invalid; the remainder of the Agreement shall remain in full force and effect.

**13. Integration:**

This Agreement sets forth all the terms, conditions, and agreements of the parties relative to the subject matter hereof and supersedes any and all such former agreements which are hereby declared terminated and of no further force and effect upon the execution and delivery hereof. There are no terms, conditions, or agreements with respect thereto, except as herein provided and no amendment or modification of this Agreement shall be effective unless reduced to writing and executed by the parties.

**14. Termination:**

Either party may terminate this Agreement, with or without cause, by giving the other party thirty (30) days advance written notice of termination.

**15. Notices:**

Unless stated otherwise herein, all notices and demands shall be in writing and sent or hand delivered to the parties to their addresses as follows:

THE CITY OF GRANDVIEW

Cus Arteaga, City Administrator  
City of Grandview  
207 W. 2<sup>nd</sup> Street  
Grandview, WA 98930  
(509) 882-9200

PEOPLE FOR PEOPLE:

Madelyn Carlson, CEO  
People For People  
304 W. Lincoln Avenue  
Yakima, WA 98902  
(509) 248-6726

Notices and/or demands shall be sent by registered or certified mail, postage prepaid, or hand delivered. Such notices shall be deemed effective at the time mailed or hand delivered at the address specified above. Each party shall provide written notification within 15 calendar days of change of address.

**16. Payment:**

Rent payments will be mailed to the following address:

City of Grandview  
Parks and Recreation Department  
207 W. 2<sup>nd</sup> Street  
Grandview, WA 98930

**17. Governing Law:**

This Agreement shall be governed by and construed in accordance with the laws of the State of Washington.

**18. Venue:**

The venue for any action to enforce or interpret this Agreement shall lie in the Superior Court of Washington, Yakima County.

THE CITY OF GRANDVIEW

PEOPLE FOR PEOPLE, a Washington  
Nonprofit Corporation



By: \_\_\_\_\_  
Gloria Mendoza, Mayor

By: Madelyn Carlson  
Madelyn Carlson, CEO

Date: \_\_\_\_\_

Date: 11-12-2021

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

<b>ITEM TITLE</b>  Resolution accepting the bid for the Sanitary Sewer Truck Main Replacement – Phase 2 and authorizing the Mayor to sign all contract documents with Culbert Construction, Inc.	<b>AGENDA NO.:</b> New Business 4 (C)  <b>AGENDA DATE:</b> November 23, 2021
<b>DEPARTMENT</b>  Public Works Department	<b>FUNDING CERTIFICATION</b> (City Treasurer) (If applicable)
<b>DEPARTMENT DIRECTOR REVIEW</b>  City Administrator/Public Works Director Cus Arteaga	
<b>CITY ADMINISTRATOR</b>  	<b>MAYOR</b> 
<b>ITEM HISTORY</b> (Previous council reviews, action related to this item, and other pertinent history)	
<b>ITEM COMMENTARY</b> (Background, discussion, key points, recommendations, etc.) Please identify any or all impacts this proposed action would have on the City budget, personnel resources, and/or residents.  Bids for the Sanitary Sewer Truck Main Replacement – Phase 2 were opened on October 12, 2021. A total of three (3) bids were received with Culbert Construction, Inc., of Pasco, Washington, submitting the low bid in the amount of \$1,449,732.17. The low bid was approximately fifty (50) percent below the City Engineer's estimate of \$969,375.00. The funding shortfall to complete the project was estimated at \$852,000. The Department of Ecology has committed (via email) to funding the entire project shortfall with a combination of additional loan or grant. Ecology is working on the funding details.	
<b>ACTION PROPOSED</b>  Move a resolution accepting the bid for the Sanitary Sewer Truck Main Replacement – Phase 2 and authorizing the Mayor to sign all contract documents with Culbert Construction, Inc., to a regular Council meeting for consideration.	





November 9, 2021

City of Grandview  
207 West Second Street  
Grandview, WA 98930

Attn: Mr. Cus Arteaga

Re: City of Grandview  
Sanitary Sewer Trunk Main Replacement – Phase 2  
Ecology Project No.: WQC-2019-GRANDVIEW-00092  
CDBG Project No.: 18-62210-024  
HLA Project No.: 17165A-C  
Recommendation of Award

Dear Mr. Arteaga:

The bid opening for the above referenced project was held at Grandview City Hall at 11:00 a.m. on Tuesday, October 12, 2021. A total of three (3) bids were received with the low bid of \$1,449,732.17, being offered by Culbert Construction, Inc., of Pasco, Washington. This low bid is approximately Fifty (50) percent above the Engineer's Estimate of \$969,375.00.

We have reviewed and checked the bid proposals of all bidders and recommend the City of Grandview award a construction contract to Culbert Construction, Inc., in the amount of \$1,449,732.17. The funding shortfall to complete the project is estimated at \$852,000. The Department of Ecology has committed (via email) to funding the entire project shortfall with a combination of additional loan or grant. Ecology is working on the funding details.

Please send us a copy of the City of Grandview's Council minutes authorizing award of this project.

Enclosed please find the project Bid Summary for your review. Please advise if we may answer any questions or provide additional information.

Very truly yours,

A handwritten signature in black ink, appearing to read "Terry D. Alapeteri", with a stylized flourish at the end.



Terry D. Alapeteri, PE

TDA/egs

Enclosures

Copy: Angela Ringer, HLA

BID SUMMARY										Bidder #1		Bidder #2		Bidder #3	
Owner: City of Grandview Project: SANITARY SEWER TRUNK MAIN REPLACEMENT - PHASE 2 Ecology Project No.: WQC-2019-GRANDVIEW-00092 CDBG Project No.: 18-62210-024 HLA Project No.: 17165A-C Bid Opening Date: October 12, 2021										Culbert Construction Inc. 3905 East A Street Pasco, WA 99301		Halime Construction, Inc 8727 West Highway 2 #100 Spokane, WA 99224		LaRiviere Inc. 17564 North Dylan Court Rathdrum, ID 83858	
ITEM NO.	DESCRIPTION	QTY.	UNIT	ENGINEER'S ESTIMATE			Unit Price	Amount		Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
				Unit Price	Amount										
1	Minor Change	1	FA	\$ 25,000.00	\$ 25,000.00		\$ 25,000.00	\$ 25,000.00		\$ 25,000.00	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00
2	SPOC Plan	1	LS	\$ 1,000.00	\$ 1,000.00		\$ 193.65	\$ 193.65		\$ 800.00	\$ 800.00	\$ 800.00	\$ 800.00	\$ 3,089.00	\$ 3,089.00
3	Mobilization	1	LS	\$ 70,000.00	\$ 70,000.00		\$ 133,876.11	\$ 133,876.11		\$ 135,000.00	\$ 135,000.00	\$ 135,000.00	\$ 135,000.00	\$ 220,405.00	\$ 220,405.00
4	Project Temporary Traffic Control	1	LS	\$ 30,000.00	\$ 30,000.00		\$ 39,034.21	\$ 39,034.21		\$ 62,000.00	\$ 62,000.00	\$ 62,000.00	\$ 62,000.00	\$ 140,550.00	\$ 140,550.00
5	Clearing and Grubbing	1	LS	\$ 20,000.00	\$ 20,000.00		\$ 25,280.49	\$ 25,280.49		\$ 80,000.00	\$ 80,000.00	\$ 80,000.00	\$ 80,000.00	\$ 39,257.00	\$ 39,257.00
6	Removal of Structures and Obstructions	1	LS	\$ 30,000.00	\$ 30,000.00		\$ 65,035.14	\$ 65,035.14		\$ 90,000.00	\$ 90,000.00	\$ 90,000.00	\$ 90,000.00	\$ 70,055.00	\$ 70,055.00
7	Unclassified Excavation Incl. Haul	380	CY	\$ 40.00	\$ 15,200.00		\$ 31.61	\$ 12,011.80		\$ 70.00	\$ 26,600.00	\$ 70.00	\$ 26,600.00	\$ 43.00	\$ 16,340.00
8	Crushed Surfacing Top Course	450	TON	\$ 30.00	\$ 13,500.00		\$ 64.10	\$ 28,845.00		\$ 50.00	\$ 22,500.00	\$ 50.00	\$ 22,500.00	\$ 103.00	\$ 46,350.00
9	HMA CI 1/2-Inch PG 64-28	300	TON	\$ 130.00	\$ 39,000.00		\$ 145.36	\$ 43,608.00		\$ 150.00	\$ 45,000.00	\$ 150.00	\$ 45,000.00	\$ 198.00	\$ 59,400.00
10	Install City Furnished PVC Manhole 72 In. Diam. Type 3	1	EA	\$ 2,500.00	\$ 2,500.00		\$ 3,252.94	\$ 3,252.94		\$ 4,100.00	\$ 4,100.00	\$ 4,100.00	\$ 4,100.00	\$ 3,039.00	\$ 3,039.00
11	Install City Furnished PVC Manhole 60 In. Diam. Type 3	7	EA	\$ 2,500.00	\$ 17,500.00		\$ 1,794.36	\$ 12,560.52		\$ 3,500.00	\$ 24,500.00	\$ 3,500.00	\$ 24,500.00	\$ 2,242.00	\$ 15,694.00
12	Install City Furnished PVC Manhole 48 In. Diam. Type 3	22	EA	\$ 2,000.00	\$ 44,000.00		\$ 2,719.45	\$ 59,827.90		\$ 2,200.00	\$ 48,400.00	\$ 2,200.00	\$ 48,400.00	\$ 2,361.00	\$ 51,942.00
13	PVC Manhole 72 In. Diam. Type 3	1	EA	\$ 26,000.00	\$ 26,000.00		\$ 25,359.76	\$ 25,359.76		\$ 28,000.00	\$ 28,000.00	\$ 28,000.00	\$ 28,000.00	\$ 26,799.00	\$ 26,799.00
14	PVC Manhole 60 In. Diam. Type 3	2	EA	\$ 22,000.00	\$ 44,000.00		\$ 20,772.45	\$ 41,544.90		\$ 25,000.00	\$ 50,000.00	\$ 25,000.00	\$ 50,000.00	\$ 22,823.00	\$ 45,646.00
15	PVC Manhole 48 In. Diam. Type 3	1	EA	\$ 15,000.00	\$ 15,000.00		\$ 9,412.04	\$ 9,412.04		\$ 12,000.00	\$ 12,000.00	\$ 12,000.00	\$ 12,000.00	\$ 14,165.00	\$ 14,165.00
16	Furnish Manhole Components	1	FA	\$ 40,000.00	\$ 40,000.00		\$ 40,000.00	\$ 40,000.00		\$ 40,000.00	\$ 40,000.00	\$ 40,000.00	\$ 40,000.00	\$ 40,000.00	\$ 40,000.00
17	Shoring or Extra Excavation	3,395	LF	\$ 2.00	\$ 6,770.00		\$ 8.17	\$ 27,655.45		\$ 8.00	\$ 27,080.00	\$ 8.00	\$ 27,080.00	\$ 3,046.50	\$ 3,046.50
18	Select Backfill, as Directed	400	CY	\$ 40.00	\$ 16,000.00		\$ 39.87	\$ 15,948.00		\$ 55.00	\$ 22,000.00	\$ 55.00	\$ 22,000.00	\$ 79.00	\$ 31,600.00
19	Install City Furnished PVC Sanitary Sewer Pipe 30 In. Diam.	2,540	LF	\$ 60.00	\$ 152,400.00		\$ 104.90	\$ 266,446.00		\$ 69.00	\$ 175,260.00	\$ 69.00	\$ 175,260.00	\$ 121.00	\$ 307,340.00
20	Install City Furnished PVC Sanitary Sewer Pipe 24 In. Diam.	130	LF	\$ 60.00	\$ 7,800.00		\$ 151.28	\$ 19,666.40		\$ 110.00	\$ 14,300.00	\$ 110.00	\$ 14,300.00	\$ 466.00	\$ 60,580.00
21	Install City Furnished PVC Sanitary Sewer Pipe 12 In. Diam.	25	LF	\$ 50.00	\$ 1,250.00		\$ 406.26	\$ 10,156.50		\$ 290.00	\$ 7,250.00	\$ 290.00	\$ 7,250.00	\$ 109.00	\$ 2,725.00
22	PVC Sanitary Sewer Pipe 30 In. Diam.	280	LF	\$ 120.00	\$ 33,600.00		\$ 306.16	\$ 85,724.80		\$ 265.00	\$ 74,200.00	\$ 265.00	\$ 74,200.00	\$ 313.00	\$ 87,640.00
23	PVC Sanitary Sewer Pipe 24 In. Diam.	25	LF	\$ 100.00	\$ 2,500.00		\$ 364.23	\$ 9,105.75		\$ 320.00	\$ 8,000.00	\$ 320.00	\$ 8,000.00	\$ 212.00	\$ 5,300.00
24	PVC Sanitary Sewer Pipe 15 In. Diam.	65	LF	\$ 70.00	\$ 4,550.00		\$ 178.81	\$ 11,622.65		\$ 170.00	\$ 11,050.00	\$ 170.00	\$ 11,050.00	\$ 143.00	\$ 9,295.00
25	PVC Sanitary Sewer Pipe 8 In. Diam.	320	LF	\$ 60.00	\$ 19,200.00		\$ 254.65	\$ 81,488.00		\$ 120.00	\$ 38,400.00	\$ 120.00	\$ 38,400.00	\$ 119.00	\$ 38,080.00
26	Sanitary Sewer Repairs	1	FA	\$ 50,000.00	\$ 50,000.00		\$ 50,000.00	\$ 50,000.00		\$ 50,000.00	\$ 50,000.00	\$ 50,000.00	\$ 50,000.00	\$ 50,000.00	\$ 50,000.00
27	Sanitary Sewer Bypass	1	LS	\$ 40,000.00	\$ 40,000.00		\$ 64,707.66	\$ 64,707.66		\$ 80,000.00	\$ 80,000.00	\$ 80,000.00	\$ 80,000.00	\$ 80,526.00	\$ 80,526.00
28	Side Sewers	1	FA	\$ 20,000.00	\$ 20,000.00		\$ 20,000.00	\$ 20,000.00		\$ 20,000.00	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00
29	ESC Lead	13	DAY	\$ 150.00	\$ 1,950.00		\$ 59.83	\$ 777.79		\$ 200.00	\$ 2,600.00	\$ 200.00	\$ 2,600.00	\$ 950.00	\$ 12,350.00
30	Erosion/Water Pollution Control	1	FA	\$ 10,000.00	\$ 10,000.00		\$ 10,000.00	\$ 10,000.00		\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00
31	Landscape Restoration	1	FA	\$ 10,000.00	\$ 10,000.00		\$ 10,000.00	\$ 10,000.00		\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00
32	Cement Conc. Traffic Curb and Gutter	90	LF	\$ 70.00	\$ 6,300.00		\$ 165.50	\$ 14,895.00		\$ 85.00	\$ 8,550.00	\$ 85.00	\$ 8,550.00	\$ 9.00	\$ 810.00
33	Chain Link Fence Type 4	725	LF	\$ 50.00	\$ 36,250.00		\$ 56.44	\$ 40,919.00		\$ 75.00	\$ 54,375.00	\$ 75.00	\$ 54,375.00	\$ 47.00	\$ 34,075.00
34	Single 6 ft. Chain Link Gate	2	EA	\$ 400.00	\$ 800.00		\$ 1,609.32	\$ 3,218.64		\$ 2,900.00	\$ 5,800.00	\$ 2,900.00	\$ 5,800.00	\$ 434.00	\$ 868.00
35	Quarry Spalls	420	TON	\$ 30.00	\$ 12,600.00		\$ 37.31	\$ 15,670.20		\$ 50.00	\$ 21,000.00	\$ 50.00	\$ 21,000.00	\$ 52.00	\$ 21,840.00
36	Sucker Rod Fence	470	LF	\$ 70.00	\$ 32,900.00		\$ 41.48	\$ 19,500.30		\$ 85.00	\$ 39,950.00	\$ 85.00	\$ 39,950.00	\$ 74.00	\$ 34,780.00

BID SUMMARY											
<b>Owner:</b> City of Grandview <b>Project:</b> SANITARY SEWER TRUNK MAIN REPLACEMENT - PHASE 2 <b>Ecology Project No.:</b> WQC-2019-GRANDVIEW-00092 <b>CDBG Project No.:</b> 18-62210-024 <b>HLA Project No.:</b> 17165A-C <b>Bid Opening Date:</b> October 12, 2021											
ITEM NO.	DESCRIPTION	QTY.	UNIT	ENGINEER'S ESTIMATE		Bidder #1		Bidder #2		Bidder #3	
				Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
	Bld Subtotal:				\$ 897,570.00		\$ 1,342,344.60		\$ 1,373,715.00		\$ 1,638,596.50
	8.0% Sales Tax:				\$ 71,805.60		\$ 107,387.57		\$ 109,897.20		\$ 131,087.72
	<b>BID TOTAL:</b>				\$ 969,375.60		\$ 1,449,732.17		\$ 1,483,612.20		\$ 1,769,684.22
<b>ENGINEER'S REPORT</b> Competitive bids were opened October 12, 2021. All bids have been reviewed by this office. This bid summary is for bidder information only. Recommendation of Award is pending.											
 Project Engineer						11.09.21 Date					
 *Bid results can be found at: hla civil.com						<b>ADDITIONAL BID TOTALS</b> BIDDER BID TOTAL					

**RESOLUTION NO. 2021-\_\_\_\_\_**

**A RESOLUTION OF THE CITY OF GRANDVIEW, WASHINGTON,  
ACCEPTING THE BID FOR THE SANITARY SEWER TRUCK MAIN REPLACEMENT  
– PHASE 2 AND AUTHORIZING THE MAYOR TO SIGN ALL CONTRACT  
DOCUMENTS WITH CULBERT CONSTRUCTION, INC.**

**WHEREAS**, the City of Grandview has advertised for bids for the Sanitary Sewer Truck Main Replacement – Phase 2; and,

**WHEREAS**, Culbert Construction, Inc., of Pasco, Washington, has submitted the lowest responsible bid, which bid has been accepted;

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

The Mayor is hereby authorized to sign all contract documents with Culbert Construction, Inc., for the Sanitary Sewer Truck Main Replacement – Phase 2 in the amount of \$1,449,732.17.

**PASSED** by the **CITY COUNCIL** and **APPROVED** by the **MAYOR** at its regular meeting on \_\_\_\_\_, 2021.

**MAYOR**

\_\_\_\_\_

**ATTEST:**

\_\_\_\_\_

**CITY CLERK**

**APPROVED AS TO FORM:**

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

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

<b>ITEM TITLE</b>  Resolution authorizing the Mayor to sign Change Order No. 1 with Alba's Excavating for the Sludge Drying Bed Improvements – Phase 1	<b>AGENDA NO.:</b> New Business 4 (D)  <b>AGENDA DATE:</b> November 23, 2021
<b>DEPARTMENT</b>  Public Works Department	<b>FUNDING CERTIFICATION</b> (City Treasurer) (If applicable)  N/A

**DEPARTMENT HEAD REVIEW**

Cus Arteaga, City Administrator/Public Works Director

**CITY ADMINISTRATOR**

**MAYOR**

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

The City has contracted with Alba's Excavating as the Contractor for the Sludge Drying Bed Improvements – Phase 1.

**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.

During construction, the Contractor encountered solid rock conditions that prevented them from excavating the subgrade. It was determined that the best approach would be to utilize rock blasting to break up the solid rock. The Contractor provide a price for the work and the Engineer determined that force account procedures would be the best method for quantifying the cost of the work. Force account procedures were following and the Engineer reviewed and approved all submitted costs. The total cost for Change Order No. 1 is \$46,564.86.

**ACTION PROPOSED**

Move a resolution authorizing the Mayor to sign Change Order No. 1 with Alba's Excavating for the Sludge Drying Bed Improvements – Phase 1 to a regular Council meeting for consideration.



November 12, 2021

City of Grandview  
207 West Second Street  
Grandview, WA 98930

Attn: Cus Arteaga

Re: City of Grandview  
Sludge Drying Bed Improvements – Phase 1  
HLA Project No.: 19140C  
Change Order No. 1

Dear Cus:

Attached is Change Order No. 1 for the referenced project. The Change Order addresses costs incurred by the Contractor to remove rock found in the excavations. Work was verbally authorized on September 3, 2021, and it was agreed costs would be tracked using the force account provisions of the Contract. Costs included on the force account worksheets are as discussed with the Contractor on November 2, 2021.

Please review, sign if acceptable, and return this Change Order to our office for processing.

Should you have any questions, please contact our office.

Very truly yours,

A handwritten signature in black ink that reads "Theodore W. Pooler". The signature is fluid and cursive.

Theodore W. Pooler, PE

TWP/egs

Enclosures

Copy: Angela Ringer, HLA  
Erick Gonzalez, HLA

**RESOLUTION NO. 2021-\_\_\_\_\_**

**A RESOLUTION OF THE CITY OF GRANDVIEW, WASHINGTON,  
AUTHORIZING THE MAYOR TO SIGN CHANGE ORDER NO. 1 WITH ALBA'S  
EXCAVATING FOR THE SLUDGE DRYING BED IMPROVEMENTS – PHASE 1**

**WHEREAS**, the City of Grandview has contracted with Alba's Excavating as the Contractor for the Sludge Drying Bed Improvements – Phase 1; and,

**WHEREAS**, Change Order No. 1 addresses costs incurred by the Contractor to remove rock found in the excavation,

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

The Mayor is hereby authorized to sign Change Order No. 1 with Alba's Excavating in the amount of \$46,564.86 in form as is attached hereto and incorporated herein by reference.

**PASSED** by the **CITY COUNCIL** and **APPROVED** by the **MAYOR** at its regular meeting on \_\_\_\_\_, 2021.

**MAYOR**

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

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

**APPROVED AS TO FORM:**

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

# HLA

## CHANGE ORDER



CHANGE ORDER NO.: 1  
DATE: 11/11/2021

PROJECT OWNER: CITY OF GRANDVIEW  
PROJECT NAME: SLUDGE DRYING BED IMPROVEMENTS PHASE 1  
HLA PROJECT NO.: 19140C  
CONTRACTOR: ALBA'S EXCAVATING

THE FOLLOWING CHANGES ARE HEREBY MADE TO THE CONTRACT DOCUMENT:

Original Contract Price (Including Applicable Sales Tax):	\$ 457,650.00
Current Contract Price Adjusted by Previous Change Order(s) Including Applicable Sales Tax:	\$ 457,650.00
Change in Contract Price Due to this Change Order (Including Applicable Sales Tax):	\$ 46,584.86
Adjusted Contract Price Including this Change Order (Including Applicable Sales Tax):	\$ 504,214.86

Original Contract Completion Date:	Monday, October 4, 2021
Current Contract Completion Date Adjusted by Non-Working Days and/or Previous Change Order(s):	Monday, October 4, 2021
Change in Contract Working Days due to this Change Order:	+ 8 days
Revised Contract Completion Date:	Thursday, October 14, 2021

CONTRACTOR:

Date:

11-12-2021

ENGINEER:

Date:

11/12/21

OWNER:

Date:



**HLA****CHANGE ORDER**

CHANGE ORDER NO.: 1  
DATE: 11/11/2021

PROJECT OWNER: CITY OF GRANDVIEW  
PROJECT NAME: SLUDGE DRYING BED IMPROVEMENTS PHASE 1  
HLA PROJECT NO.: 19140C  
CONTRACTOR: ALBA'S EXCAVATING

ITEM NO.	DESCRIPTION	UOM	QTY	UNIT PRICE	CHANGE AMOUNT
1-1	BLASTING WORK	LS	1	\$ 43,115.61	\$ 43,115.61
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
CHANGE ORDER SUBTOTAL:					\$ 43,115.61
SALES TAX @ 8.0 %:					\$ 3,449.25
CHANGE ORDER TOTAL:					\$ 46,564.86

**CHANGE ORDER JUSTIFICATION:**

During Construction, the Contractor encountered solid rock conditions that prevented them from excavating the subgrade. It was determined that the best approach would be to utilize rock blasting to break up the solid rock. The Contractor provided a price for the work and the Engineer determined that force account procedures would be the best method for quantifying the cost of the work. Force Account procedures were followed and the Engineer reviewed and approved all submitted costs.











45



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

**ITEM TITLE**

Resolution accepting the bid and authorizing the Grandview Herald as the Official City Newspaper for the year 2022

**AGENDA NO.** New Business 4 (E)

**AGENDA DATE:** November 23, 2021

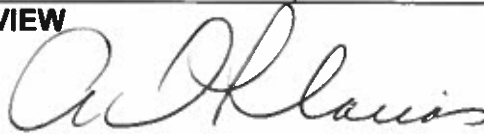
**DEPARTMENT**

City Clerk

**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)

RCW 35.23.352(7) provides that bids are required to secure the services of the official newspaper.

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

Bids to serve as the Official City Newspaper for the year 2022 were opened on November 17, 2021. The City received one (1) bid from the Grandview Herald. The bid was as follows:

<u>Newspaper</u>	<u>Type of Publication</u>	<u>Rate (per column inch)</u>
Grandview Herald	Legal Notices	\$6.75

The legal notice bid rate is the same rate as 2021.

**ACTION PROPOSED**

Move a resolution accepting the bid and authorizing the Grandview Herald as the Official City Newspaper for the year 2022 to a regular Council meeting for consideration.





**CITY OF GRANDVIEW  
CALL FOR BIDS FOR OFFICIAL NEWSPAPER**

NOTICE IS HEREBY GIVEN that the City of Grandview, Washington, will receive sealed bids at the office of the City Clerk, 207 West Second Street, Grandview, WA 98930, until **11:00 a.m., Wednesday, November 17, 2021**, from qualified legal newspapers to serve as the OFFICIAL NEWSPAPER of the City of Grandview for the year **2022**, at which time they will be opened and read aloud.

Bids must comply with the "Specifications for Sealed Bids for Official Newspaper" and be submitted in envelopes marked "Official Newspaper Bid". Bid packets are available from the City Clerk at the above address, PH: (509) 882-9208.

The City of Grandview reserves the right to accept or reject any or all bids, and to waive minor irregularities in the bidding process.

**CITY OF GRANDVIEW**  
Anita G. Palacios, MMC  
City Clerk

Publish: Grandview Herald – Wednesday, November 3, 2021

**CITY OF GRANDVIEW**  
**SPECIFICATIONS FOR SEALED BIDS**  
**FOR OFFICIAL NEWSPAPER**

The City of Grandview is soliciting sealed bids from qualified legal newspapers to serve as the OFFICIAL NEWSPAPER of the City of Grandview for the year **2022**. These specifications are prepared for qualified bidders.

**General Information**

The City of Grandview is a municipal corporation of the State of Washington, situated in Yakima County. The population of the City of Grandview is approximately 11,010. Grandview is organized as an Optional Municipal Code City pursuant to Title 35A RCW, with a Mayor-Council form of government.

**General Needs of Publication**

The City of Grandview publishes official documents and notices, including but not limited to: Notices of Public Hearing for City Council, Planning Commission, Civil Service Commission and administrative reviews for land use actions; publications of ordinances and/or ordinance summaries; advertising and requests for bids and proposals; and land use environmental review notices.

**Qualifications of Bidders**

Qualified bidders must meet the requirements set forth for legal newspapers in Chapter 65.16 RCW. Qualified newspapers must be approved as a legal newspaper by order of the Yakima County Superior Court, must currently be a legal newspaper, and must have been so qualified for at least six (6) months prior to the date of this solicitation. The newspaper must be published regularly, at least once per week, in the English language. The newspaper must be of general circulation in the City of Grandview, and must be compiled in whole or in part in an office maintained at the place of publication. The newspaper must contain news of general interest as contrasted with news of interest primarily to an organization, group or class. The rate charged to the City of Grandview shall not exceed the national advertising rate extended by the newspaper to all general advertisers and advertising agencies in its published rate card.

By signing and submitting the Bid Documents in this packet, the bidder certifies that it meets the above qualifications. Qualifications are subject to confirmation by the City of Grandview.

## **INSTRUCTIONS TO BIDDERS OFFICIAL NEWSPAPER**

### **Submission of Bids**

Sealed bids must be addressed or delivered to:

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

### **Closing Date**

Bids will be received until **11:00 a.m., Wednesday, November 17, 2021.**

### **Bid Opening**

Bids will be opened and publicly read aloud in the Council Chambers, City Hall, 207 West Second Street, Grandview, Washington, at 11:00 a.m., **Wednesday, November 17, 2021**, at which time interested parties may be present to witness the bid opening.

### **Acceptability of Bids**

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

The bid form must contain the bidder's business address and must be signed by a duly authorized official.

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

Bids that are unsigned, incomplete, illegible, unbalanced, obscure or with any other irregularities may be rejected. The City of Grandview reserves the right to accept or reject any or all bids, and to waive minor irregularities and informalities in the bidding process, at the City's discretion.

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

The successful bidder will be asked to enter into a contract to provide legal publications and publication services for the City of Grandview beginning **January 1, 2022 through December 31, 2022**. State law requires bidding for the Official Newspaper of the City of Grandview on an annual basis.

The City of Grandview is an Equal Opportunity Employer.

### **Further Information**

Contact Anita Palacios, City Clerk, 207 West Second Street, Grandview, Washington, 98930, PH: (509) 882-9200, Email: [anitap@grandview.wa.us](mailto:anitap@grandview.wa.us).

**RESOLUTION NO. 2021-\_\_\_\_\_**

**A RESOLUTION OF THE CITY OF GRANDVIEW, WASHINGTON,  
ACCEPTING THE BID AND AUTHORIZING THE GRANDVIEW HERALD AS THE  
OFFICIAL CITY NEWSPAPER FOR THE YEAR 2022**

**WHEREAS**, RCW 35.23.352(7) requires that bids be called annually for the publication in a newspaper of general circulation in the City of all notices or newspaper publications required by law and that the contract be awarded to the lowest responsible bidder; and,

**WHEREAS**, the City has solicited bids from qualified legal newspapers to serve as the official newspaper of the City of Grandview for the year 2022; and,

**WHEREAS**, the City received one (1) bid in response to such solicitation from the Grandview Herald; and,

**WHEREAS**, the City Council finds and determines that the Grandview Herald is the lowest responsible bidder;

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

That the bid submitted by the Grandview Herald to serve as the official newspaper of the City of Grandview for the year 2022, including the rate for legal notices of \$6.75 per column inch, all as set forth in the attached proposal, is hereby approved and accepted, and the Mayor is hereby authorized to execute any and all documents necessary or appropriate to accomplish such transaction.

**PASSED** by the **CITY COUNCIL** and **APPROVED** by the **MAYOR** at its regular meeting on \_\_\_\_\_, 2021.

**MAYOR**

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

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

**APPROVED AS TO FORM:**

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

**BID FORM  
OFFICIAL NEWSPAPER**

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

Name of Newspaper: Grandview Herald

Number of days per week newspaper is published: one days per week.

Size of column inch: 2" Number of characters in column inch: 256

Total circulation: 1000 Total circulation for 98930 zip code: 1,000

**Services and Rates.**

Describe rate(s) to be charged to the City of Grandview for publications. Please describe all rates to be charged, and note different rates, if any, for different types of publication (i.e., legal notices, advertising, etc.). Please describe rate per column inch of publication:

<u>Type of Publication</u>	<u>Rate (per column inch)</u>
Legal Notice	\$6.75
Display Advertising	\$8.75

NOTE: Rates must not exceed the national advertising rate as defined in RCW 65.16.091.

Bidder's Name: Valley Publishing/The Grandview Herald

Address (Office of Publication): 308 Division St., Grandview WA 98930

Mailing Address: same as above

Telephone Number: (509)882-3712 Email: editor@thegrandview herald.com

Signature of Authorized Official: Victoria D. Walker

Print Name: Victoria D. Walker Title of Official: General Manager

1. Are there any charges, surcharges, taxes or other fees in addition to the above-described rates? If so, please describe:

None

2. If the City of Grandview desires publication of an item on a particular date, how much lead time is required by the bidder?

8:30 a.m. Tuesday prior to Wednesday publication.

3. Please describe the services to be provided by bidder to the City of Grandview, together with any other information which bidder feels makes its newspaper the best choice for the Official Newspaper of the City of Grandview:

It has been our pleasure to be representatives of the City of Grandview in 2021. The paper has been in the Grandview community for over 100 years. 2021 has had so many challenges for and we are proud to continue to move forward and work towards Grandviews future, bring hometown news to the community. Our focus continues to be Grandview businesses, government, schools and local news. The staff at the Herald is committed to continuing to work hard for the city and our hometown.

**ORDINANCE NO. 2021-\_\_\_\_**

**AN ORDINANCE OF THE CITY OF GRANDVIEW, WASHINGTON,  
ADOPTING THE BUDGET AND CONFIRMING TAX LEVIES  
FOR REVENUE TO CARRY ON THE GOVERNMENT  
FOR THE FISCAL YEAR ENDING DECEMBER 31, 2022**

**WHEREAS**, the City Clerk did publish notice that the Council of the City of Grandview, Washington, would meet on the 23<sup>rd</sup> day of November, 2021, at 7:00 p.m., in the Council Chambers of the City Hall of said City for the purpose of making and adopting the budget for the fiscal year 2022, and confirming a tax levy based upon the same fiscal year, and giving taxpayers within the limits of said City an opportunity to be heard upon said budget; and

**WHEREAS**, said City Council did meet at said time and place and did then consider the matter of said proposed budget and tax levy, no objections to the same having been filed with the City Clerk, and no persons appearing to make objections to the same, the Council concluded that the budget was in accord with the needs of the citizens of Grandview; and

**WHEREAS**, said proposed budget does not exceed the lawful limits of taxation allowed by law to be levied on the property of the City of Grandview for the purposes set forth in said budget, being all necessary to carry on the government of said City during said period,

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

**SECTION I.** That the City Council of the City of Grandview hereby adopts by reference the 2022 Annual Budget, which is on file in the Office of the City Clerk of Grandview. That required expenditures for the various departments and needs and operation of government of the City of Grandview, Washington, for the fiscal year ending December 31, 2022, are fixed in the following amounts, to-wit:

**RECAPITULATION -- ALL FUNDS**

<b>Fund</b>	<b>Beginning Balance</b>	<b>Revenue</b>	<b>Expenditures</b>	<b>Ending Balance</b>
<b>Current Expense</b>	976,690	5,820,270	6,729,555	67,405
<b>American Rescue Plan Act</b>	1,513,210	1,546,200	50,000	3,009,410
<b>E.M.S.</b>	66,720	426,900	435,950	57,670
<b>Law &amp; Justice Tax</b>	348,000	331,200	360,500	318,700
<b>Street</b>	387,885	595,500	875,155	108,230

<b>Transportation Benefit District</b>	343,195	186,200	66,750	462,645
<b>Cemetery</b>	209,030	172,300	275,050	106,280
<b>SIED Loan - Euclid/WCR</b>	10	23,300	23,300	10
<b>Capital Improvements</b>	788,550	201,500	550,000	440,050
<b>Water</b>	6,784,625	2,532,350	2,716,075	6,600,900
<b>Sewer</b>	7,211,675	5,127,355	4,968,270	7,370,760
<b>Irrigation</b>	116,415	520,250	572,400	64,265
<b>Solid Waste</b>	745,015	1,174,200	1,202,870	716,345
<b>Equipment Rental</b>	1,793,100	582,000	482,000	1,893,100
<b>Total</b>	21,284,120	19,239,525	19,307,875	21,215,770

**SECTION II.** That a regular levy of \$1,676,235.00 levied upon the taxable real and personal property situated within the City of Grandview, taxable under the laws of the State of Washington as City taxes, as 2022 taxes, as affixed by Ordinance No. 2021-20 is hereby affirmed and said amount shall be appropriated.

**SECTION III.** The City Clerk is hereby instructed to forthwith certify said budget and tax levy to the County Assessor of Yakima County, Washington, for the purpose of having said taxes extended on the tax roll as provided by law, and said assessor is hereby authorized to extend said taxes accordingly.

**PASSED** by the **CITY COUNCIL** and **APPROVED** by the **MAYOR** at its regular meeting on December 14, 2021.

**MAYOR**

**ATTEST:**

**CITY CLERK**

**APPROVED AS TO FORM:**

**CITY ATTORNEY**

PUBLICATION: 12/15/21  
EFFECTIVE: 12/20/21



**ORDINANCE NO. 2021-\_\_\_\_\_**

**AN ORDINANCE OF THE CITY OF GRANDVIEW, WASHINGTON,  
AMENDING THE CITY OF GRANDVIEW 2022 NON-UNION SALARY SCHEDULE**

**WHEREAS**, the City Council of the City of Grandview, Washington has adopted a budget for 2022; and,

**WHEREAS**, the City Council determined during the budget process that a 3% general salary increase for all non-union employees be allocated and included on the monthly salary matrix as an integral part thereof;

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

**SECTION 1:** The City of Grandview 2022 Non-Union Monthly Salary Schedule is hereby amended to include the salary increases attached hereto as Exhibit 1 and incorporated herein by reference.

**SECTION 2.** 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 December 14, 2021

**MAYOR**

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

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

**APPROVED AS TO FORM:**

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

PUBLISHED: 12/15/21  
EFFECTIVE: 12/20/21

**EXHIBIT 1  
CITY OF GRANDVIEW  
2022 NON-UNION MONTHLY SALARY SCHEDULE**

<b>POSITION</b>	<b>MONTHLY MINIMUM</b>	<b>MONTHLY MAXIMUM</b>
City Administrator/Public Works Director (hybrid position)	\$9,289	\$13,930
City Clerk/Human Resource Assistant (hybrid position)	\$6,299	\$9,448
Police Chief	\$6,268	\$9,404
Fire Chief	\$6,204	\$9,308
Assistant Police Chief	\$5,656	\$8,483
Assistant Public Works Director	\$5,371	\$8,049
Wastewater Treatment Plant Superintendent	\$5,319	\$7,978
City Treasurer	\$5,239	\$7,977
Fire Captain	\$5,185	\$7,779
Parks & Recreation Director	\$4,974	\$7,571
Library Director	\$4,366	\$6,550
Public Works Foreman	\$4,300	\$6,450
Public Works Assistant	\$3,637	\$5,455
Accounting Clerk	\$3,394	\$5,093
Utility Billing Clerk	\$3,206	\$4,880
Library Associate	\$3,052	\$4,646
Public Works Office Clerk	\$2,907	\$4,424
Receptionist	\$2,907	\$4,424