

**GRANDVIEW CITY COUNCIL
REGULAR MEETING AGENDA
TUESDAY, JUNE 13, 2023**



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.

REGULAR MEETING – 7:00 PM

PAGE

- 1. CALL TO ORDER & ROLL CALL**
- 2. PLEDGE OF ALLEGIANCE**
- 3. APPROVE AGENDA**
- 4. PRESENTATIONS**
 - A. RECon Conference**
- 5. 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.
- 6. CONSENT AGENDA** – Items on the Consent Agenda will be voted on together by the Council, unless a Councilmember requests that items be removed from the Consent Agenda and discussed and voted upon separately. An item removed from the Consent Agenda will be placed under Unfinished and New Business.
 - A. Minutes of the May 9, 2023 Committee-of-the-Whole meeting** 1-5
 - B. Minutes of the May 9, 2023 Council meeting** 6-11
 - C. Payroll Check Nos. 13286-13330 in the amount of \$134,029.09**
 - D. Payroll Electronic Fund Transfers (EFT) Nos. 61053-61059 in the amount of \$115,750.08**
 - E. Payroll Electronic Fund Transfers (EFT) Nos. 61046-61050 in the amount of \$99,173.40**
 - F. Payroll Direct Deposit 05/01/23-05/15/23 in the amount \$149,807.50**
 - G. Payroll Direct Deposit 05/16/23-05/31/23 in the amount \$132,541.67**
 - H. Claim Check Nos. 126518-126725 in the amount of \$661,182.27**
- 7. ACTIVE AGENDA** – Notice: Items discussed at the 6:00 pm Committee-of-the-Whole meeting of an urgent or time sensitive nature may be added to the active agenda pursuant to City Council Procedures Manual Section 3.18(c).
 - A. Resolution No. 2023-32 accepting the bid for the Sludge Drying Bed Phase 2 Improvements and authorizing the Mayor to sign all contract documents with Goodman & Mehlenbacher Enterprises, Inc.** 12

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B. Resolution No. 2023-33 accepting the bid for the West Fifth Street and Elm Street Resurfacing Improvements and authorizing the Mayor to sign all contract documents with American Rock Products	13
C. Resolution No. 2023-34 authorizing the Mayor to sign the Local Agency Federal Aid Project Prospectus and Local Agency Agreement with the Washington State Department of Transportation for the Stover Road Railroad Crossing Improvements	14-34
D. Resolution No. 2023-35 authorizing the Mayor to sign an Interagency Agreement between the City of Grandview and Washington Department of Fish and Wildlife for the East Game Pond Pipeline Replacement	35-39
E. Resolution No. 2023-36 approving Task Order No. 2023-06 with HLA Engineering and Land Surveying, Inc., for Wine Country Road and Higgins Way Improvements	40-44
F. Resolution No. 2023-37 authorizing the Mayor to sign Change Order No. 1 with Industrial Construction of WA for the Headworks Bypass Improvements	45-47
G. Resolution No. 2023-38 accepting the Sanitary Sewer Trunk Main Replacement – Phase 2 as complete	48
8. UNFINISHED AND NEW BUSINESS	
9. CITY ADMINISTRATOR AND/OR STAFF REPORTS	
10. MAYOR & COUNCILMEMBER REPORTS	
11. ADJOURNMENT	

The City of Grandview Committee-of-the-Whole and Regular Council Meetings scheduled for Tuesday, June 13, 2023 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/86188559122?pwd=Nng5cnM4UFgzUlllcXRkVCd3p4QT09>

To join via phone: +1 253 215 8782

Meeting ID: 861 8855 9122

Passcode: 597174

**GRANDVIEW CITY COUNCIL
COMMITTEE-OF-THE-WHOLE MEETING MINUTES
MAY 9, 2023**

1. CALL TO ORDER

Mayor Gloria Mendoza called the Committee-of-the-Whole (C.O.W.) meeting to order at 6:00 p.m., in the Council Chambers at City Hall.

The meeting was held in person and was also available via teleconference.

A. Oath of Office – Councilmember Steve Barrientes

City Attorney Plant administered the Oath of Office to newly appointed Councilmember Steve Barrientes.

2. ROLL CALL

Present in person: Mayor Mendoza and Councilmembers David Diaz, Bill Moore (Mayor Pro Tem), Robert Ozuna, Javier Rodriguez and Joan Souders

Present via teleconference: Councilmember Laura Flores

Absent: None

Staff present: City Administrator/Public Works Director Cus Arteaga, City Attorney Quinn Plant, City Treasurer Matt Cordray, Police Chief Kal Fuller, Parks and Recreation Director Gretchen Chronis, Assistant Public Works Director Todd Dorsett, Library Director Wendy Poteet and City Clerk Anita Palacios

3. PUBLIC COMMENT – None

4. NEW BUSINESS

A. Resolution authorizing the Mayor to sign a Recreational Use Permit by and between the City of Grandview and the Grandview Neptune Rotary Swim Team for the use of the swimming pool – 2023 Swim Team Program

Parks and Recreation Director Gretchen Chronis explained that the Washington Cities Insurance Authority strongly recommends that the City enter into Recreational Use Permits between those athletic organizations that are utilizing City owned recreational facilities to conduct their respective programs. She presented the Recreational Use Permit between the City and the Grandview Neptune Rotary Swim Team for the 2023 season. The Swim Team previously reviewed and signed the agreement.

Discussion took place.

On motion by Councilmember Moore, second by Councilmember Souders, the C.O.W. moved a resolution authorizing the Mayor to sign a Recreational Use Permit by and between the City of Grandview and the Grandview Neptune Rotary Swim Team for the use of the swimming pool – 2023 Swim Team Program to the May 9, 2023 regular meeting for

consideration.

Roll Call Vote:

- Councilmember Barrientes – Yes
- Councilmember Diaz – Yes
- Councilmember Flores – Yes
- Councilmember Moore – Yes
- Councilmember Ozuna – Yes
- Councilmember Rodriguez – Yes
- Councilmember Souders – Yes

B. Resolution adopting the 2023 Yakima County Solid and Moderate Risk Waste Management Plan dated April 2023

City Administrator Arteaga explained that the Solid Waste and Moderate Risk Waste Management Plan recommends strategies to manage solid waste and moderate risk waste generated in Yakima County. Solid waste handling included management, storage, collection, diversion, transportation, treatment, use, processing and final disposal. Washington State law assigns primary responsibility for managing solid waste and moderate risk waste to local governments. RCW Chapter 70A.205 requires local governments to maintain current solid waste management plans. The plan was developed with guidance from the Yakima County Solid Waste (YCSW) Advisory Committee. Mayor Pro Tem Bill Moore serves as the City of Grandview's delegate to the YCSW Advisory Committee. The YCSW Advisory Committee completed the development of the new YCSW Management Plan. The purpose of the county-wide plan was to develop recommended management strategies for solid waste and moderate risk waste for the period 2023 through 2028 and to also look forward to ensure that sufficient processing and disposal capacity would be available for at least the next twenty (20) years or through 2043.

Discussion took place.

On motion by Councilmember Diaz, second by Councilmember Ozuna, the C.O.W. moved a Resolution adopting the 2023 Yakima County Solid and Moderate Risk Waste Management Plan dated April 2023 to the May 9, 2023 regular meeting for consideration.

Roll Call Vote:

- Councilmember Barrientes – Yes
- Councilmember Diaz – Yes
- Councilmember Flores – Yes
- Councilmember Moore – Yes
- Councilmember Ozuna – Yes
- Councilmember Rodriguez – Yes
- Councilmember Souders – Yes

C. Resolution approving Amendment No. 1 to Task Order No. 2022-05 with HLA Engineering and Land Surveying, Inc., for the Cemetery Improvements

City Administrator Arteaga explained that Task Order No. 2022-05 was originally approved by Council by Resolution No. 2022-48 on September 27, 2022 for topographic survey, preliminary engineering and rate review tasks. This Amendment to Task Order No. 2022-05 was to add tasks for construction staking, Cemetery platting, and an amended plat of the Grandview Cemetery. Attached is Amendment No. 1 to Task Order No. 2022-05 with HLA Engineering and Land Surveying, Inc., for the Cemetery Improvements with an estimated lump sum fee of \$47,000 (\$25,000 original fee plus \$22,000 for Amendment No. 1).

Discussion took place.

On motion by Councilmember Moore, second by Councilmember Souders, the C.O.W. moved a resolution approving Amendment No. 1 to Task Order No. 2022-05 with HLA Engineering and Land Surveying, Inc., for the Cemetery Improvements to the May 9, 2023 regular meeting for consideration.

Roll Call Vote:

- Councilmember Barrientes – Yes
- Councilmember Diaz – Yes
- Councilmember Flores – Yes
- Councilmember Moore – Yes
- Councilmember Ozuna – Yes
- Councilmember Rodriguez – Yes
- Councilmember Souders – Yes

D. Resolution authorizing the Mayor to enter into an Interlocal Agreement with Yakima County for on-call services on federal funded projects

City Administrator Arteaga explained that the City was not certified to administer federal aid projects, but Yakima County was certified to perform project development and/or contract administration services. The County agreed to administer those services for the City through an Interlocal Agreement for on-call services on federal funded projects. The County would certify the project for the City in accordance with the Washington State Department of Transportation Local Agency Guidelines. The upcoming federally funded projects (Stover Road Railroad and WCR Sidewalk and Pathway Improvements; and maybe the RMG – Park and Ride project) would require a Certifying Agency review certain documents and bid packages to verify compliance with federal requirements. Yakima County was willing to serve as Grandview's Certifying Agency. The City's previous Interlocal Agreement with Yakima County expired in February. Having a Certifying Agency was required prior to obligating funds. The City would not be able to obligate funds for these projects until this agreement was approved and signed by the City and Yakima County Commissioners.

Discussion took place.

On motion by Councilmember Ozuna, second by Councilmember Rodriguez, the C.O.W. moved a resolution authorizing the Mayor to enter into an Interlocal Agreement with Yakima County for on-call services on federal funded projects to the May 9, 2023 regular meeting for consideration.

Roll Call Vote:

- Councilmember Barrientes – Yes
- Councilmember Diaz – Yes
- Councilmember Flores – Yes
- Councilmember Moore – Yes
- Councilmember Ozuna – Yes
- Councilmember Rodriguez – Yes
- Councilmember Souders – Yes

E. ARPA New Business Grants

City Administrator Arteaga explained that in 2022, Council appropriated \$50,000 in ARPA funding to support five new business grants for anyone willing to either relocate and/or open a new business in Grandview. On April 28, 2023, the Council ARPA Committee met and reviewed a New or Relocating Small Business Grant Application from Anthony's Decals. He plans to relocate to a building in downtown Grandview located at 114 West Second Street to open and operate a print-on-demand business.

Discussion took place.

On motion by Councilmember Diaz, second by Councilmember Ozuna, the C.O.W. approved a \$10,000 new business grant request from Anthony Rodriguez to open Anthony's Decals in Grandview.

Roll Call Vote:

- Councilmember Barrientes – Yes
- Councilmember Diaz – Yes
- Councilmember Flores – Yes
- Councilmember Moore – Yes
- Councilmember Ozuna – Yes
- Councilmember Rodriguez – Yes
- Councilmember Souders – Yes

F. Resolution authorizing the Police Chief to sign the Memorandum of Understanding between the Grandview School District, Grandview Police Department and Yakima County Sheriff's Office regarding the Handle with Care Program

Police Chief Fuller explained that the Grandview Police Department (GPD) works closely with the Grandview School District (GSD). In 2022, the GPD entered into a test program with GSD called "Handle with Care". The program entails officers providing the School District with information on students who were involved in afterhours events that may impact their school performance in order to trigger contact from a school counselor during the next school day. The program was

implemented successfully and was adopted throughout Yakima County. An agreement between the City of Grandview, Yakima County Sheriff's Office and Grandview School District was drafted to formalize a program that was operating successfully since the start of this school year. The agreement was reviewed by the City Attorney.

Discussion took place.

On motion by Councilmember Souders, second by Councilmember Moore, the C.O.W. moved a Resolution authorizing the Police Chief to sign the Memorandum of Understanding between the Grandview School District, Grandview Police Department and Yakima County Sheriff's Office regarding the Handle with Care Program to the May 9, 2023 regular meeting for consideration.

Roll Call Vote:

- Councilmember Barrientes – Yes
- Councilmember Diaz – Yes
- Councilmember Flores – Yes
- Councilmember Moore – Yes
- Councilmember Ozuna – Yes
- Councilmember Rodriguez – Yes
- Councilmember Souders – Yes

6. OTHER BUSINESS

Grandview Truck Plaza – City Administrator Arteaga reported that the City was awarded a \$2 million SIED loan/grant from the Yakima County SIED Board for the Grandview Truck Plaza.

City Administrator Recruitment Services – Mayor Mendoza distributed the City Administrator Recruitment draft profile announcement for Council review.

On motion by Councilmember Moore, second by Councilmember Ozuna, Council approved the recruitment profile and directed staff to proceed with advertisement of the City Administrator position.

7. ADJOURNMENT

On motion by Councilmember Moore, second by Councilmember Souders, the C.O.W. meeting adjourned at 6:45 p.m.

Mayor Gloria Mendoza

Anita Palacios, City Clerk

**GRANDVIEW CITY COUNCIL
REGULAR MEETING MINUTES
MAY 9, 2023**

1. CALL TO ORDER

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

The meeting was held in person and was also available via teleconference.

Present in person: Mayor Mendoza and Councilmembers Steve Barrientes, David Diaz, Bill Moore (Mayor Pro Tem), Robert Ozuna, Javier Rodriguez and Joan Souders

Present via teleconference: Councilmember Laura Flores

Absent: None

Staff present: City Administrator/Public Works Director Cus Arteaga, City Attorney Quinn Plant, City Treasurer Matt Cordray, Police Chief Kal Fuller, Assistant Public Works Director Todd Dorsett, Library Director Wendy Poteet and City Clerk Anita Palacios

2. PLEDGE OF ALLEGIANCE

Mayor Mendoza led the pledge of allegiance.

3. APPROVE AGENDA

On motion by Councilmember Moore, second by Councilmember Rodriguez, Council approved the May 9, 2023 regular meeting agenda as presented.

Roll Call Vote:

- Councilmember Barrientes – Yes
- Councilmember Diaz – Yes
- Councilmember Flores – Yes
- Councilmember Moore – Yes
- Councilmember Ozuna – Yes
- Councilmember Rodriguez – Yes
- Councilmember Souders – Yes

4. PRESENTATIONS

A. Introduction of new Police Department employees

Police Chief Fuller introduced the following new Police Department employees:

- Police Dispatchers Melissa Chavez-Garcia and Martha Marquina
- Police Officers Jordan Durbin, Trevor Veiga, Luis Fernandez, Michael Harkins and Seth Weron
- Confidential Police Administrative Assistant Erica Saenz

5. **PUBLIC COMMENT** – None

6. **CONSENT AGENDA**

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

- A. **Minutes of the April 25, 2023 Committee-of-the-Whole meeting**
- B. **Minutes of the April 25, 2023 Council meeting**
- C. **Payroll Check Nos. 13259-13285 in the amount of \$28,494.18**
- D. **Payroll Electronic Fund Transfers (EFT) Nos. 61036-61042 in the amount of \$106,481.27**
- E. **Payroll Direct Deposit 04/16/23-04/30/23 in the amount \$135,957.89**
- F. **Claim Check Nos. 126406-126517 in the amount of \$248,210.63**

Roll Call Vote:

- Councilmember Barrientes – Yes
- Councilmember Diaz – Yes
- Councilmember Flores – Yes
- Councilmember Moore – Yes
- Councilmember Ozuna – Yes
- Councilmember Rodriguez – Yes
- Councilmember Souders – Yes

7. **ACTIVE AGENDA**

- A. **Resolution No. 2023-26 approving Task Order No. 2023-04 with HLA Engineering and Land Surveying, Inc., for the Wastewater Treatment Plant Improvements**

This item was previously discussed at the April 25, 2023 C.O.W. meeting.

On motion by Councilmember Moore, second by Councilmember Rodriguez, Council approved a Resolution No. 2023-26 approving Task Order No. 2023-04 with HLA Engineering and Land Surveying, Inc., for the Wastewater Treatment Plant Improvements.

Roll Call Vote:

- Councilmember Barrientes – Yes
- Councilmember Diaz – Yes
- Councilmember Flores – Yes
- Councilmember Moore – Yes
- Councilmember Ozuna – Yes
- Councilmember Rodriguez – Yes
- Councilmember Souders – Yes

B. Ordinance No. 2023-08 amending Section 2.04.050 Mayor and Council Compensation of the Grandview Municipal Code

This item was previously discussed at the April 25, 2023 C.O.W. meeting.

On motion by Councilmember Diaz, second by Councilmember Ozuna, Council approved an Ordinance No. 2023-08 amending Section 2.04.050 Mayor and Council Compensation of the Grandview Municipal Code.

Roll Call Vote:

- Councilmember Barrientes – Yes
- Councilmember Diaz – Yes
- Councilmember Flores – Yes
- Councilmember Moore – Yes
- Councilmember Ozuna – Yes
- Councilmember Rodriguez – Yes
- Councilmember Souders – Yes

C. Ordinance No. 2023-09 amending the City of Grandview 2023 Non-Union Salary Schedule to increase the salaries for the City Administrator, Police Chief, Fire Chief, City Treasurer, Assistant Police Chief and Public Works Foreman Positions

This item was previously discussed at the April 25, 2023 C.O.W. meeting.

On motion by Councilmember Souders, second by Councilmember Moore, Council approved an Ordinance No. 2023-09 amending the City of Grandview 2023 Non-Union Salary Schedule to increase the salaries for the City Administrator, Police Chief, Fire Chief, City Treasurer, Assistant Police Chief and Public Works Foreman Positions.

Roll Call Vote:

- Councilmember Barrientes – Yes
- Councilmember Diaz – Yes
- Councilmember Flores – Yes
- Councilmember Moore – Yes
- Councilmember Ozuna – Yes
- Councilmember Rodriguez – Yes
- Councilmember Souders – Yes

D. Resolution No. 2023-27 authorizing the Mayor to sign a Recreational Use Permit by and between the City of Grandview and the Grandview Neptune Rotary Swim Team for the use of the swimming pool – 2023 Swim Team Program

This item was previously discussed at the May 9, 2023 C.O.W. meeting.

On motion by Councilmember Moore, second by Councilmember Rodriguez, Council approved a Resolution No. 2023-27 authorizing the Mayor to sign a Recreational Use Permit by and between the City of Grandview and the Grandview Neptune Rotary Swim Team for the use of the swimming pool – 2023 Swim Team Program.

Roll Call Vote:

- Councilmember Barrientes – Yes
- Councilmember Diaz – Yes
- Councilmember Flores – Yes
- Councilmember Moore – Yes
- Councilmember Ozuna – Yes
- Councilmember Rodriguez – Yes
- Councilmember Souders – Yes

E. Resolution No. 2023-28 adopting the 2023 Yakima County Solid and Moderate Risk Waste Management Plan dated April 2023

This item was previously discussed at the May 9, 2023 C.O.W. meeting.

On motion by Councilmember Diaz, second by Councilmember Moore, Council approved a Resolution No. 2023-28 adopting the 2023 Yakima County Solid and Moderate Risk Waste Management Plan dated April 2023.

Roll Call Vote:

- Councilmember Barrientes – Yes
- Councilmember Diaz – Yes
- Councilmember Flores – Yes
- Councilmember Moore – Yes
- Councilmember Ozuna – Yes
- Councilmember Rodriguez – Yes
- Councilmember Souders – Yes

F. Resolution No. 2023-29 approving Amendment No. 1 to Task Order No. 2022-05 with HLA Engineering and Land Surveying, Inc., for the Cemetery Improvements

This item was previously discussed at the May 9, 2023 C.O.W. meeting.

On motion by Councilmember Rodriguez, second by Councilmember Souders, Council approved a Resolution No. 2023-29 approving Amendment No. 1 to Task Order No. 2022-05 with HLA Engineering and Land Surveying, Inc., for the Cemetery Improvements.

Roll Call Vote:

- Councilmember Barrientes – Yes
- Councilmember Diaz – Yes
- Councilmember Flores – Yes
- Councilmember Moore – Yes
- Councilmember Ozuna – Yes

- Councilmember Rodriguez – Yes
- Councilmember Souders – Yes

G. Resolution No. 2023-30 authorizing the Mayor to enter into an Interlocal Agreement with Yakima County for on-call services on federal funded projects

This item was previously discussed at the May 9, 2023 C.O.W. meeting.

On motion by Councilmember Ozuna, second by Councilmember Rodriguez, Council approved a Resolution No. 2023-30 authorizing the Mayor to enter into an Interlocal Agreement with Yakima County for on-call services on federal funded projects.

Roll Call Vote:

- Councilmember Barrientes – Yes
- Councilmember Diaz – Yes
- Councilmember Flores – Yes
- Councilmember Moore – Yes
- Councilmember Ozuna – Yes
- Councilmember Rodriguez – Yes
- Councilmember Souders – Yes

H. Resolution No. 2023-31 authorizing the Police Chief to sign the Memorandum of Understanding between the Grandview School District, Grandview Police Department and Yakima County Sheriff's Office regarding the Handle with Care Program

This item was previously discussed at the May 9, 2023 C.O.W. meeting.

On motion by Councilmember Moore, second by Councilmember Souders, Council approved a Resolution No. 2023-31 authorizing the Police Chief to sign the Memorandum of Understanding between the Grandview School District, Grandview Police Department and Yakima County Sheriff's Office regarding the Handle with Care Program.

Roll Call Vote:

- Councilmember Barrientes – Yes
- Councilmember Diaz – Yes
- Councilmember Flores – Yes
- Councilmember Moore – Yes
- Councilmember Ozuna – Yes
- Councilmember Rodriguez – Yes
- Councilmember Souders – Yes

8. UNFINISHED AND NEW BUSINESS

A. May 23, 2023 C.O.W. and Council Meeting Cancellation – RECon Conference

On motion by Councilmember Moore, second by Councilmember Souders, Council cancelled the May 23, 2023 Committee-of-the-Whole and Council meetings due to the absence of Mayor Mendoza, Councilmember Ozuna and City Administrator Arteaga who would be attending the RECon Conference on May 22-24, 2023 in Las Vegas.

Roll Call Vote:

- Councilmember Barrientes – Yes
- Councilmember Diaz – Yes
- Councilmember Flores – Yes
- Councilmember Moore – Yes
- Councilmember Ozuna – Yes
- Councilmember Rodriguez – Yes
- Councilmember Souders – Yes

9. CITY ADMINISTRATOR AND/OR STAFF REPORTS – None

10. MAYOR & COUNCILMEMBER REPORTS

Mainstreet Grandview Fundraiser – Councilmember Flores reported that the Mainstreet Grandview Fundraiser was scheduled for May 12th.

City Administrator/Public Works Director Retirement Announcement – Councilmember Ozuna reported that a press release would be issued announcing City Administrator/Public Works Director Cus Arteaga's retirement.

11. ADJOURNMENT

On motion by Councilmember Moore, second by Councilmember , the Council meeting adjourned at 7:35 p.m.

Mayor Gloria Mendoza

Anita Palacios, City Clerk

RESOLUTION NO. 2023-32

**A RESOLUTION OF THE CITY OF GRANDVIEW, WASHINGTON,
ACCEPTING THE BID FOR THE SLUDGE DRYING BED PHASE 2 IMPROVEMENTS
AND AUTHORIZING THE MAYOR TO SIGN ALL CONTRACT DOCUMENTS WITH
GOODMAN & MEHLENBACHER ENTERPRISES, INC.**

WHEREAS, the City of Grandview has advertised for bids for the Sludge Drying Bed Phase 2 Improvements; and,

WHEREAS, Goodman & Mehlenbacher Enterprises, Inc., of Kennewick, 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 Goodman & Mehlenbacher Enterprises, Inc., for the Sludge Drying Bed Phase 2 Improvements in the amount of \$854,893.44.

PASSED by the **CITY COUNCIL** and **APPROVED** by the **MAYOR** at its regular meeting on June 23, 2023.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

RESOLUTION NO. 2023-33

**A RESOLUTION OF THE CITY OF GRANDVIEW, WASHINGTON,
ACCEPTING THE BID FOR THE WEST FIFTH STREET AND ELM STREET
RESURFACING IMPROVEMENTS AND AUTHORIZING THE MAYOR TO SIGN ALL
CONTRACT DOCUMENTS WITH AMERICAN ROCK PRODUCTS**

WHEREAS, the City of Grandview has advertised for bids for the West Fifth Street and Elm Street Resurfacing Improvements; and,

WHEREAS, American Rock Products of Yakima, 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 American Rock Products for the West Fifth Street and Elm Street Resurfacing Improvements in the amount of \$498,150.00.

PASSED by the **CITY COUNCIL** and **APPROVED** by the **MAYOR** at its regular meeting on June 13, 2023.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

RESOLUTION NO. 2023-34

**A RESOLUTION OF THE CITY OF GRANDVIEW, WASHINGTON,
AUTHORIZING THE MAYOR TO SIGN THE LOCAL AGENCY FEDERAL AID
PROJECT PROSPECTUS AND LOCAL AGENCY AGREEMENT WITH THE
WASHINGTON STATE DEPARTMENT OF TRANSPORTATION FOR THE
STOVER ROAD RAILROAD CROSSING IMPROVEMENTS**

WHEREAS, the Washington State Department of Transportation has awarded funds to the City for the Stover Road Railroad Crossing Improvements; and,

WHEREAS, the City must execute the Local Agency Federal Aid Project Prospectus and Local Agency Agreement with the Washington State Department of Transportation setting forth the terms and conditions and the regulations by which the City must comply in order to receive said funding,

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

The Mayor is hereby authorized to sign the Local Agency Federal Aid Project Prospectus and Local Agency Agreement with the Washington State Department of Transportation in the forms as are attached hereto and incorporated herein by reference for the Stover Road Railroad Crossing Improvements.

PASSED by the **CITY COUNCIL** and **APPROVED** by the **MAYOR** at its regular meeting on June 13, 2023.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY



**Local Agency Federal Aid
Project Prospectus**

Prefix	Route	()	Date	5/23/23
Federal Aid Project Number			DUNS Number	038520482
Local Agency Project Number		(WSDOT Use Only)	Federal Employer Tax ID Number	91-6001437

Agency City of Grandview	CA Agency <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Federal Program Title <input checked="" type="checkbox"/> 20.205 <input type="checkbox"/> Other		
Project Title Stover Road Railroad Crossing Improvements		Start Latitude N 46.268 End Latitude N 46.268	Start Longitude W 119.922 End Longitude W 119.921	
Project Termini From-To Wallace Way Wine Country Road		Nearest City Name Grandview		Project Zip Code (+4) 98930-1360
Begin Mile Post	End Mile Post	Length of Project 0.04 miles	Award Type <input checked="" type="checkbox"/> Local <input type="checkbox"/> Local Forces <input type="checkbox"/> State <input type="checkbox"/> Railroad	
Route ID	Begin Mile Point	End Mile Point	City Number 0515	County Number 39
WSDOT Region South Central Region		Legislative District(s) 15	Congressional District(s) 4	
			Urban Area Number	

Phase	Total Estimated Cost (Nearest Hundred Dollar)	Local Agency Funding (Nearest Hundred Dollar)	Federal Funds (Nearest Hundred Dollar)	Phase Start Date	
				Month	Year
P.E.	\$156,400	0	\$156,400	June	2023
R/W					
Const.	\$930,600	0	\$930,600	May	2024
Total	\$1,087,000	0	\$1,087,000		

Description of Existing Facility (Existing Design and Present Condition)

Roadway Width 40	Number of Lanes 2
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Description of Proposed Work

Description of Proposed Work (Attach additional sheet(s) if necessary)

Replace outdated railroad crossing equipment, railroad crossing surfacing, and pedestrian crossing and resurface roadway.

Local Agency Contact Person Cus Arteaga	Title City Administrator	Phone 509-882-9200
Mailing Address 207 W. Second Street	City Grandview	State WA
		Zip Code 98930

Project Prospectus	By _____ Approving Authority	Date
	Title Mayor	

Agency City of Grandview	Project Title Stover Road Railroad Crossing Improvement	Date 4/13/23
-----------------------------	--	-----------------

Type of Proposed Work		
Project Type (Check all that Apply)	Roadway Width 40	Number of Lanes 2
<input type="checkbox"/> New Construction <input type="checkbox"/> Path / Trail <input type="checkbox"/> 3-R <input checked="" type="checkbox"/> Reconstruction <input type="checkbox"/> Pedestrian / Facilities <input type="checkbox"/> 2-R <input checked="" type="checkbox"/> Railroad <input type="checkbox"/> Parking <input type="checkbox"/> Other <input type="checkbox"/> Bridge		

Geometric Design Data		
Description	Through Route	Crossroad
Federal Functional Classification	<input checked="" type="checkbox"/> Urban <input type="checkbox"/> Rural <input type="checkbox"/> NHS	<input checked="" type="checkbox"/> Urban <input type="checkbox"/> Rural <input type="checkbox"/> NHS
	<input type="checkbox"/> Principal Arterial <input type="checkbox"/> Minor Arterial <input type="checkbox"/> Collector <input checked="" type="checkbox"/> Major Collector <input type="checkbox"/> Minor Collector <input type="checkbox"/> Local Access	<input type="checkbox"/> Principal Arterial <input checked="" type="checkbox"/> Minor Arterial <input type="checkbox"/> Collector <input type="checkbox"/> Major Collector <input type="checkbox"/> Minor Collector <input type="checkbox"/> Local Access
Terrain	<input checked="" type="checkbox"/> Flat <input type="checkbox"/> Roll <input type="checkbox"/> Mountain	<input checked="" type="checkbox"/> Flat <input type="checkbox"/> Roll <input type="checkbox"/> Mountain
Posted Speed	25	35
Design Speed	25	35
Existing ADT		
Design Year ADT		
Design Year		
Design Hourly Volume (DHV)		

Performance of Work		
Preliminary Engineering Will Be Performed By Consultant selected through selection process	Others 100 %	Agency %
Construction Will Be Performed By Lowest Responsive Bidder	Contract 100 %	Agency %

Environmental Classification	
<input type="checkbox"/> Class I - Environmental Impact Statement (EIS) <input type="checkbox"/> Project Involves NEPA/SEPA Section 404 Interagency Agreement <input type="checkbox"/> Class III - Environmental Assessment (EA) <input type="checkbox"/> Project Involves NEPA/SEPA Section 404 Interagency Agreements	<input checked="" type="checkbox"/> Class II - Categorically Excluded (CE) <input type="checkbox"/> Projects Requiring Documentation (Documented CE)

Environmental Considerations N/A

Agency City of Grandview	Project Title Stover Road Railroad Crossing Improvement	Date 4/13/23
-----------------------------	--	-----------------

Right of Way		
<input checked="" type="checkbox"/> No Right of Way Needed * All construction required by the contract can be accomplished within the existing right of way.	<input type="checkbox"/> Right of Way Needed	<input type="checkbox"/> Relocation Required
	<input type="checkbox"/> No Relocation	

Utilities	Railroad
<input checked="" type="checkbox"/> No utility work required	<input type="checkbox"/> No railroad work required
<input type="checkbox"/> All utility work will be completed prior to the start of the construction contract	<input type="checkbox"/> All railroad work will be completed prior to the start of the construction contract
<input type="checkbox"/> All utility work will be completed in coordination with the construction contract	<input checked="" type="checkbox"/> All the railroad work will be completed in coordination with the construction contract

Description of Utility Relocation or Adjustments and Existing Major Structures Involved in the Project

N/A

FAA Involvement

Is any airport located within 3.2 kilometers (2 miles) of the proposed project? Yes No

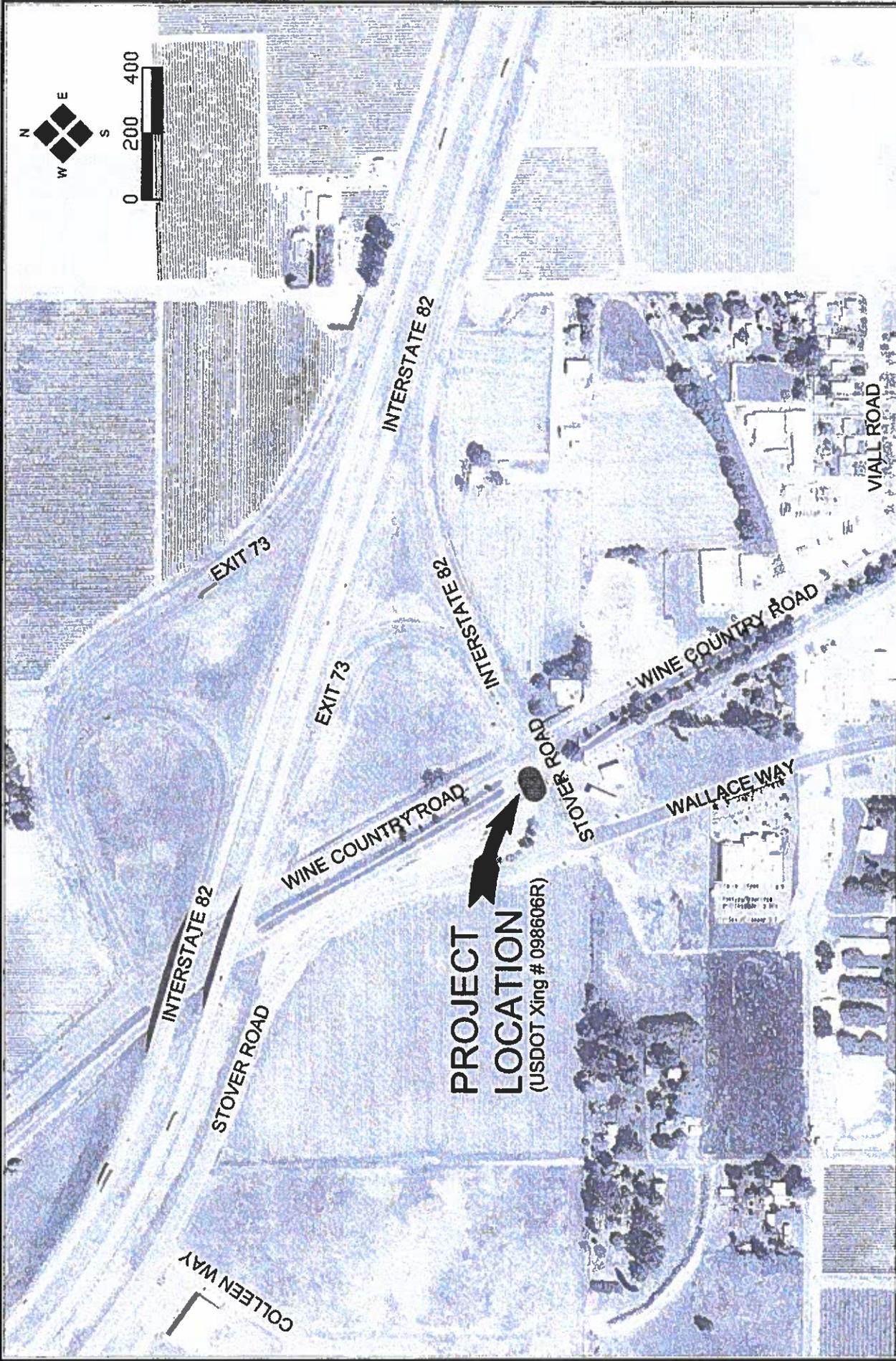
Remarks

This project has been reviewed by the legislative body of the administration agency or agencies, or it's designee, and is not inconsistent with the agency's comprehensive plan for community development.

Agency City of Grandview

Date

By _____ Mayor/Chairperson



CITY OF GRANDVIEW
 STOVER ROAD RAILROAD
 CROSSING EQUIPMENT
 VICINITY MAP

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



7/06/2022
 P:\PROJECTS\2021\22007\RAILROAD_CROSSING\EXHIBIT.DWG

RESOLUTION NO. 2023-30

**A RESOLUTION OF THE CITY OF GRANDVIEW, WASHINGTON,
AUTHORIZING THE MAYOR TO ENTER INTO AN INTERLOCAL AGENCY
AGREEMENT WITH YAKIMA COUNTY FOR ON-CALL SERVICES
ON FEDERAL FUNDED PROJECTS**

WHEREAS, the City desires to use federal funds to undertake current and future City projects; and,

WHEREAS, the expenditure of federal funds requires that the project be designed and administered in accordance with the Washington State Department of Transportation Local Agency Guidelines, including certification by a certified acceptance agency (CA agency); and,

WHEREAS, the City is not presently certified to administer federal aid projects; and,

WHEREAS, the County is presently certified to administer federal aid projects; and,

WHEREAS, The Local Agency Guidelines provides that a noncertified local agency may enter into agreement with a CA agency to have the CA agency perform project development and/or contract administration; and,

WHEREAS, the City may also require Right-of-Way Services, Engineering, Land Surveying, and/or Construction Management services from time to time to augment City Staff for these projects, and,

WHEREAS, the County has an established organization that is capable of providing Right-of-Way Services, Engineering, Land Surveying, and Construction Management services and is empowered to provide such services to other governmental agencies pursuant to Chapter 39.34 RCW; and,

WHEREAS, the City, assures the County that the City's request for services under this Agreement is not intended to exclude the use of Private Consultants by the City; and,

WHEREAS, the City may desire to obtain such services from the County and the County is willing to furnish such services to the City, and both deem it in the interest of the public to enter into this Agreement; and,

WHEREAS, the actual work to be performed shall be specified in a Task Assignment signed by both parties; and,

WHEREAS, the City shall pay for any work identified in a Task Assignment as specified by the terms of the Task Assignment and this Agreement;

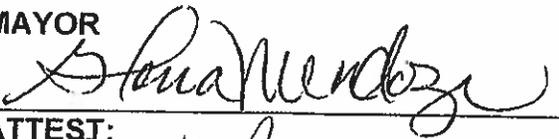
WHEREAS, the accomplishment of the project is a benefit to the regional transportation system,

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

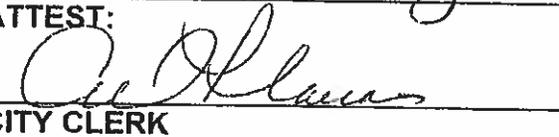
The Mayor is hereby authorized to enter into an Interlocal Agreement with Yakima County for on-call services on federal funded projects in the form as is attached hereto and incorporated herein by reference.

PASSED by the **CITY COUNCIL** and **APPROVED** by the **MAYOR** at its regular meeting on May 9, 2023.

MAYOR

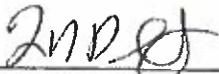


ATTEST:



CITY CLERK

APPROVED AS TO FORM:



CITY ATTORNEY

**CITY OF GRANDVIEW AND YAKIMA COUNTY
INTERLOCAL AGENCY AGREEMENT
FOR ON-CALL SERVICES ON
FEDERAL FUNDED PROJECTS**

THIS AGREEMENT is entered into between Yakima County, Washington (hereinafter the "County") through its Public Services Department whose address is 128 North 2nd Street, Yakima, Washington, 98901, and the City of Grandview (hereinafter the "City") whose address is 207 West Second Street, Grandview, Washington, 98930, pursuant to RCW 39.34.080.

WHEREAS, the City desires to use federal funds to undertake current and future City projects; and,

WHEREAS, the expenditure of federal funds requires that the project be designed and administered in accordance with the Washington State Department of Transportation Local Agency Guidelines, including certification by a certified acceptance agency (CA agency); and,

WHEREAS, the City is not presently certified to administer federal aid projects; and,

WHEREAS, the County is presently certified to administer federal aid projects; and,

WHEREAS, The Local Agency Guidelines provides that a noncertified local agency may enter into agreement with a CA agency to have the CA agency perform project development and/or contract administration; and,

WHEREAS, the City may also require Right-of-Way Services, Engineering, Land Surveying, and/or Construction Management services from time to time to augment City Staff for these projects, and,

WHEREAS, the COUNTY has an established organization that is capable of providing Right-of-Way Services, Engineering, Land Surveying, and Construction Management services and is empowered to provide such services to other governmental agencies pursuant to Chapter 39.34 RCW; and,

WHEREAS, the City, assures the COUNTY that the City's request for services under this AGREEMENT is not intended to exclude the use of Private Consultants by the City; and,

WHEREAS, the City may desire to obtain such services from the COUNTY and the COUNTY is willing to furnish such services to the City, and both deem it in the interest of the public to enter into this AGREEMENT; and,

WHEREAS, the actual work to be performed shall be specified in a Task Assignment signed by both parties; and,

WHEREAS, the City shall pay for any work identified in a Task Assignment as specified by the terms of the Task Assignment and this AGREEMENT;

WHEREAS, the accomplishment of the project is a benefit to the regional transportation system,

NOW, THEREFORE, in consideration of the stated premise and in the interest of providing assistance to the City in the above mentioned areas, the parties hereto agree as follows:

I GENERAL

- A. The COUNTY shall provide the City with Engineering, Land Surveying and Construction Inspection services. Any such services shall conform to the Standards and Guidelines commonly established for these services. All work to be performed shall be identified in a Task Assignment signed by both parties.
- B. The normal workload of the County will be evaluated prior to accepting any Task Assignment. Once a Task Assignment is accepted by the County, any work performed under the Task Assignment shall be pursued with care and diligence, making every effort to meet the schedule established by the City in the Task Assignment. The COUNTY shall promptly notify the City of any hardship or other inability to meet the schedule identified in the Task Assignment.
- C. This AGREEMENT may be increased or decreased in scope or character of work to be performed if such change becomes necessary, but any such change shall be accomplished by written supplement executed by all parties to said AGREEMENT.
- D. The parties shall agree on a satisfactory completion date for work performed under any Task Assignment ("work completion date"), which shall be specified in the Task assignment. The City shall, upon satisfactory completion of work performed pursuant to a Task Assignment, issue a letter of acceptance that shall include a release and waiver of all future claims or demands of any nature resulting from the performance of the work under the Task Assignment. If the COUNTY does not receive a letter of acceptance within 90 days following the work completion date, the work will be considered accepted by the City. The City may withhold acceptance of work by submitting written notification to the COUNTY within a 90-day period. This notification shall include the reasons for withholding acceptance.

II WORK ASSIGNMENT/REQUEST

- A. Specific assignments shall be made in the form of a written Task Assignment to the COUNTY by the City and signed by both parties. Each Task Assignment shall contain an agreed upon budget and schedule for all services to be rendered. City approval is required for budget and schedule changes. The City shall make such assignments before any work is commenced by the County.
- B. The City shall make available to the COUNTY all information that has been compiled by or is available to the City concerning the project to be completed.
- C. The COUNTY shall furnish all labor, materials, supplies, and incidentals necessary to complete the work assigned by the City and shall furnish to the City all information prepared by the COUNTY in performance of each task.

III PAYMENT

The COUNTY shall be paid by the City for completed work and for services rendered under this AGREEMENT and associated Task Assignments, upon acceptance by the City, as provided hereinafter. Such payment shall be full compensation for work performed or services rendered and accepted by the City and for all labor, materials, supplies, and incidentals necessary to complete the work. The COUNTY acknowledges and agrees that only those costs actually allocable to a project shall be charged to such project.

- A. The COUNTY shall be reimbursed in full by the City for its direct and related indirect costs accumulated in accordance with its current accounting procedures. The reimbursement amount shall not exceed \$15,000.00 (fifteen thousand dollars) without written authorization from the City.
- B. Partial payments will be made by the City within 30 days of receipt of the billings from the COUNTY. Billings will not be more frequent than one per month. It is agreed that payment of any particular claim will not constitute agreement as to the appropriateness of any item and that at the time of final billing all required adjustments will be made.
- C. Upon termination of this AGREEMENT as provided in Section VI, the COUNTY shall be paid by the City for services rendered to the effective date of termination less all payments previously made. No payment shall be made by the CITY for any expense incurred or work done following the effective date of termination unless authorized, in writing, by the City.
- D. Final payment of any balance due the COUNTY of the ultimate gross reimbursable amount, prior to the effective date of termination, will be made upon ascertainment of such balance by the COUNTY and certification thereof to the City.

IV LEGAL RELATIONS

- A. **INDEMNIFICATION:** The City does hereby release, indemnify and provide to defend and save harmless Yakima County from and against any and all liability, loss, damage, expense, actions and claims, including costs and reasonable attorney's fees incurred by the City in defense thereof, asserted or arising directly on account of or out of acts or omissions of the City and their City's agents, employees and contractors in the exercise of the rights herein; PROVIDED, this paragraph does not purport to indemnify the County against liability for damages arising out of bodily injury to persons or damage to property caused by or resulting from the sole negligence of (a) County or County's agents or employees; and PROVIDED FURTHER, that if the claims or damages are caused by a result from the concurrent negligence of the County, its authorized agents, officers or employees and (b) City's authorized agents, officers or employees or involves those actions covered by RCW 4.24.115, this indemnity provision shall be valid and enforceable only to the extent of the negligence of the City or its authorized agents, contractors or employees. Nothing in this indemnification clause shall be construed to apply to any actions, proceedings, suits, or claims for inverse condemnation, or condemnation, arising under Title 8, Chapter 8.08, Sections 8.08.005 thru 8.08.130 of the Revised Code of Washington or otherwise.
- B. **City's Waiver of Employer's Immunity under Title 51 RCW:** The City intends that its obligations to indemnify, defend, and hold harmless employee contributions set forth above in sections A, above, shall operate with full effect regardless of any provision contrary tin Title 51 RCW, Washington Industrial

Insurance Act. Accordingly, the City specifically assumes all potential liability for defense and payment of judgement in all actions brought to employees of the City against the County and its officers, employees, and volunteers, and for the purposes of enforcing the City's obligations to indemnify, defend, and hold harmless set forth above in section 4, the City, specifically waives any immunity granted under the state industrial insurance law, Title 51 RCW. The parties have mutually negotiated this waiver. The City shall similarly require that any subcontractor it retains in connection with its performance of this Agreement shall comply with the terms of this paragraph, waive any immunity granted under Title 51 RCW, and assume all liability for actions brought by employees of the subcontractor.

C. DISPUTE RESOLUTION:

1. The City and the COUNTY shall confer to resolve disputes that arise under this AGREEMENT as requested by either party.
2. The following individuals are the Designated Representatives for the purpose of resolving disputes that arise under this agreement:

Cus Arteaga, City of Grandview
County Engineer, Yakima County

- D. The City and the COUNTY agree that they shall have no right to seek relief in a court of law until and unless the Dispute Resolution process has been exhausted. Laws, venue, jurisdiction. This Agreement shall be governed by the laws of the State of Washington. Any action, suit, or judicial proceeding for the enforcement of this Agreement shall be brought in the Superior Court for the State of Washington in Yakima County, Washington.
- E. **TERM:** The initial term of this contract will be for a period of one year from the effective date. The County may, at its option, extend the contract on a year to year basis for up to four additional years provided however, that either party may at any time during the life of this contract, or any extension thereof, terminate this contract by giving thirty (30) days' notice in writing to the other party of its intention to cancel. Contract extensions shall be automatic, and shall go into effect without written confirmation, unless the County provides advance notice of the intention to not renew or the compensation established in paragraph 3 is exhausted.

**V.
NONDISCRIMINATION**

The City and COUNTY mutually agree that neither entity will discriminate against any person on the grounds of race, creed, color, religion, national origin, sex, sexual orientation, veteran status, pregnancy, age, marital status, political affiliation or belief, or the presence of any sensory, mental or physical handicap in violation of the Washington State Law Against Discrimination (RCW chapter 49.60) or the Americans with Disabilities Act (42 U.S.C. 12101 et seq.) or any other applicable state, federal or local law, rule or regulation. The City and COUNTY, and any subcontractors employed by either entity shall abide by the requirements of 41 CFR §§ 60-300.5(a) and 60-741.5(a) in the selection and retention of agents, subcontractors or in the procurement of services or materials, leases, or equipment. These regulations prohibit discrimination against qualified individuals on the basis of protected veteran status or disability, and require affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified protected veterans and individuals with disabilities.

**VI
COMMENCEMENT AND TERMINATION OF AGREEMENT**

The work is of a continuing nature and will be in force as of the date of this AGREEMENT. The COUNTY may terminate this AGREEMENT at any time upon not less than sixty (60) days written notice to the CITY with or without cause. The CITY may terminate this AGREEMENT or Task Assignment at any time, as provided in paragraph (E), above; provided that the CITY agrees to reimburse the COUNTY for all direct and indirect costs incurred for work performed and accepted by the CITY up to the date of termination. Upon termination of this AGREEMENT, the COUNTY will turn over to the City all Project records.

IN WITNESS WHEREOF, the parties hereto have executed this AGREEMENT as of the date executed by both parties.

DONE this _____ day of _____ 2023

CITY OF GRANDVIEW
MAYOR OR DESIGNEE

Signature


Gloria Mendoza

Mayor

May 9, 2023

Attest:

By: 
Anita Palacios, City Clerk

BOARD OF YAKIMA COUNTY
COMMISSIONERS

LaDon Linde, Chair

Amanda McKinney, Commissioner

Kyle Curtis, Commissioner

*Constituting the Board of County Commissioners
for Yakima County, Washington*

Attest:

Julie Lawrence, Clerk of the Board or
Erin Franklin, Deputy Clerk of the Board

Approved as to form:

Deputy Prosecuting Attorney



**Washington State
Department of Transportation**

Agency City of Grandview

Address 207 W. Second Street
Grandview, WA 98930

Local Agency Agreement

CFDA No. 20.205 - Highway Planning and Construction
(Catalog of Federal Domestic Assistance)

Project No.

Agreement No.

For WSDOT Use Only

The Local Agency having complied, or hereby agreeing to comply, with the terms and conditions set forth in (1) Title 23, U.S. Code Highways, (2) the regulations issued pursuant thereto, (3) 2 CFR Part 200, (4) 2 CFR Part 180 – certifying that the local agency is not excluded from receiving Federal funds by a Federal suspension or debarment, (5) the policies and procedures promulgated by the Washington State Department of Transportation, and (6) the federal aid project agreement entered into between the State and Federal Government, relative to the above project, the Washington State Department of Transportation will authorize the Local Agency to proceed on the project by a separate notification. Federal funds which are to be obligated for the project may not exceed the amount shown herein on line r, column 3, without written authority by the State, subject to the approval of the Federal Highway Administration. All project costs not reimbursed by the Federal Government shall be the responsibility of the Local Agency.

Project Description

Name Stover Road Railroad Crossing Improvements

Length 0.04 miles

Termini Wallace Way to Wine Country Road

Description of Work

Replace outdated railroad crossing equipment, railroad crossing surfacing, and pedestrian crossing and resurface roadway.

Project Agreement End Date 12/31/2026

Proposed Advertisement Date May 4, 2024

Claiming Indirect Cost Rate

Yes No

Type of Work	Estimate of Funding		
	(1) Estimated Total Project Funds	(2) Estimated Agency Funds	(3) Estimated Federal Funds
PE			
100 % a. Agency			
b. Other Consultant	151,400.00	0.00	151,400.00
Federal Aid			
Participation			
Ratio for PE			
c. Other CA	2,000.00	0.00	2,000.00
d. State Services	3,000.00	0.00	3,000.00
e. Total PE Cost Estimate (a+b+c+d)	156,400.00	0.00	156,400.00
Right of Way			
% f. Agency			
g. Other			
Federal Aid			
Participation			
Ratio for RW			
h. Other			
i. State Services			
j. Total R/W Cost Estimate (f+g+h+i)	0.00	0.00	0.00
Construction			
% k. Contract			
l. Other			
m. Other			
Federal Aid			
Participation			
Ratio for CN			
n. Other			
o. Agency			
p. State Services			
q. Total CN Cost Estimate (k+l+m+n+o+p)	0.00	0.00	0.00
r. Total Project Cost Estimate (e+j+q)	156,400.00	0.00	156,400.00

Agency Official

By

Title Mayor

Agency Date

Washington State Department of Transportation

By

Director, Local Programs

Date Executed

Construction Method of Financing (Check Method Selected)

State Ad and Award

Method A - Advance Payment - Agency Share of total construction cost (based on contract award)

Method B - Withhold from gas tax the Agency's share of total construction cost (line 5, column 2) in the amount of

\$ _____ at \$ _____ per month for _____ months.

Local Force or Local Ad and Award

Method C - Agency cost incurred with partial reimbursement

The Local Agency further stipulates that pursuant to said Title 23, regulations and policies and procedures, and as a condition to payment of the federal funds obligated, it accepts and will comply with the applicable provisions set forth below. Adopted by official action on _____, Resolution/Ordinance No. _____.

Provisions

I. Scope of Work

The Agency shall provide all the work, labor, materials, and services necessary to perform the project which is described and set forth in detail in the "Project Description" and "Type of Work."

When the State acts for and on behalf of the Agency, the State shall be deemed an agent of the Agency and shall perform the services described and indicated in "Type of Work" on the face of this agreement, in accordance with plans and specifications as proposed by the Agency and approved by the State and the Federal Highway Administration.

When the State acts for the Agency but is not subject to the right of control by the Agency, the State shall have the right to perform the work subject to the ordinary procedures of the State and Federal Highway Administration.

II. Delegation of Authority

The State is willing to fulfill the responsibilities to the Federal Government by the administration of this project. The Agency agrees that the State shall have the full authority to carry out this administration. The State shall review, process, and approve documents required for federal aid reimbursement in accordance with federal requirements. If the State advertises and awards the contract, the State will further act for the Agency in all matters concerning the project as requested by the Agency. If the Local Agency advertises and awards the project, the State shall review the work to ensure conformity with the approved plans and specifications.

III. Project Administration

Certain types of work and services shall be provided by the State on this project as requested by the Agency and described in the Type of Work above. In addition, the State will furnish qualified personnel for the supervision and inspection of the work in progress. On Local Agency advertised and awarded projects, the supervision and inspection shall be limited to ensuring all work is in conformance with approved plans, specifications, and federal aid requirements. The salary of such engineer or other supervisor and all other salaries and costs incurred by State forces upon the project will be considered a cost thereof. All costs related to this project incurred by employees of the State in the customary manner on highway payrolls and vouchers shall be charged as costs of the project.

IV. Availability of Records

All project records in support of all costs incurred and actual expenditures kept by the Agency are to be maintained in accordance with local government accounting procedures prescribed by the Washington State Auditor's Office, the U.S. Department of Transportation, and the Washington State Department of Transportation. The records shall be open to inspection by the State and Federal Government at all reasonable times and shall be retained and made available for such inspection for a period of not less than three years from the final payment of any federal aid funds to the Agency. Copies of said records shall be furnished to the State and/or Federal Government upon request.

V. Compliance with Provisions

The Agency shall not incur any federal aid participation costs on any classification of work on this project until authorized in writing by the State for each classification. The classifications of work for projects are:

1. Preliminary engineering.
2. Right of way acquisition.
3. Project construction.

Once written authorization is given, the Agency agrees to show continuous progress through monthly billings. Failure to show continuous progress may result the Agency's project becoming inactive, as described in 23 CFR 630, and subject to de-obligation of federal aid funds and/or agreement closure.

If right of way acquisition, or actual construction of the road for which preliminary engineering is undertaken is not started by the close of the tenth fiscal year following the fiscal year in which preliminary engineering phase was authorized, the Agency will repay to the State the sum or sums of federal funds paid to the Agency under the terms of this agreement (see Section IX).

If actual construction of the road for which right of way has been purchased is not started by the close of the tenth fiscal year following the fiscal year in which the right of way phase was authorized, the Agency will repay to the State the sum or sums of federal

Independent Estimate For Consultant Services Worksheet

Agency:	City of Grandview	Federal Project No.:	
Project Name:	Stover Road Railroad Crossing Improvements		
Prepared By:	Cus Arteaga	Date:	5/23/23

Type of Services	Estimated Cost	Comments
Planning	\$0.00	
Surveying	\$2,880.00	3-person crew/4 days
Project Management	\$4,600.00	4-people/5 days
Geotechnical Engineering	\$0.00	
Geometrics / Hydraulics Engineering	\$0.00	
Structural Engineering	\$0.00	
Traffic Engineering	\$25,500.00	2-people/45 days
Environmental & permitting	\$3,720.00	1-people/3 days
Public Involvement	\$0.00	
Real Estates Services	\$0.00	
Architectural Services	\$0.00	
Mechanical / Electrical Engineering	\$0.00	
Construction Management	\$0.00	
Total	\$36,700.00	

Indirect Cost Rate Cost (in percent)	<u>127.08%</u>	<u>\$46,638.36</u>
Fix Fee (in percent)	<u>30.00%</u>	<u>\$11,010.00</u>

Reimbursable

A. Travel and Per Diem	<u>\$524.00</u>
B. Reproduction Expenses	<u>\$83.64</u>
C. Computer Expense	<u> </u>
D. Communication	<u> </u>
E. Sampling and Testing	<u> </u>
F. Outside Consultants	<u>\$56,444.00</u>
G. Other <u>CA and State</u>	<u>\$5,000.00</u>
Total:	\$62,051.64

Sub-Total \$156,400.00

*Contingencies

*Contingencies \$0.00

* Use only on Cost plus Fix Fee agreement

Grand Total **\$156,400.00**

Washington State S. T. I. P.

2023 to 2026

(Project Funds to Nearest Dollar)

May 23, 2023

MPO/RTPO: YVCOG
 County: Yakima
 Agency: Grandview

Y Inside N Outside

Func CIs	Project Number	PIN	STIP ID	Imp Type	Total Project Length	Environmental Type	RW Required	Begin Termini	End Termini	Total Est. Cost of Project	STIP Amend. No.
05			WA-14259	22	0.040	CE	No	Wallace Way	Wine Country Road	1,087,000	23-04

Stover Road Railroad Crossing Improvements

Replace outdated railroad crossing equipment, railroad crossing surfacing, and pedestrian crossing and resurface roadway.

Funding

Phase	Start Date	Federal Fund Code	Federal Funds	State Fund Code	State Funds	Local Funds	Total
PE	2023	HSIP	156,400		0	0	156,400
CN	2024	HSIP	930,600		0	0	930,600
Project Totals			1,087,000		0	0	1,087,000

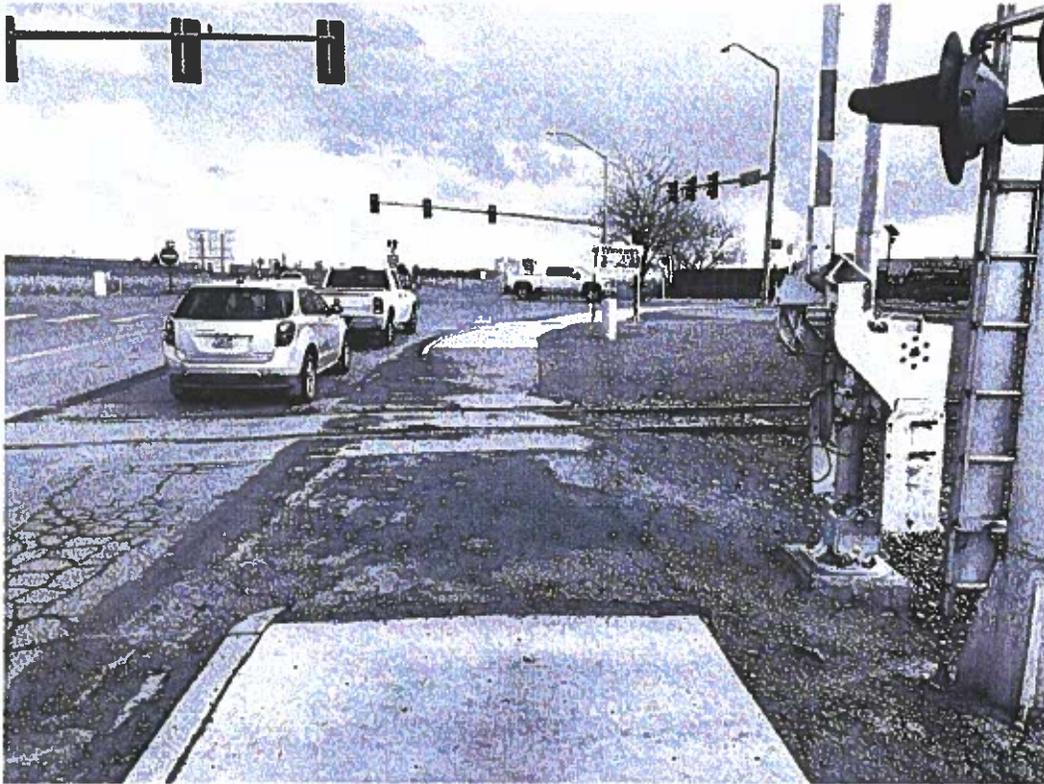
Expenditure Schedule

Phase	1st	2nd	3rd	4th	5th & 6th
PE	156,400	0	0	0	0
CN	0	930,600	0	0	0
Totals	156,400	930,600	0	0	0

Design Element	Design Level	Meets AASHTO? If "Yes" move down to next Design Element	If "No"	Upgraded to AASHTO? If "Yes" move down to next Design Element	If "No"	Is a Deviation or Design Exception Required? If "No" Document to File	If "Yes"	HQ Local Programs Deviation Approval Date	Local Agency Design Exception Approval Date
Roadways									
Horizontal Alignment	AE	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	→	<input type="checkbox"/> Yes <input type="checkbox"/> No	→	<input type="checkbox"/> Yes <input type="checkbox"/> No	→		
Vertical Alignment	AE	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	→	<input type="checkbox"/> Yes <input type="checkbox"/> No	→	<input type="checkbox"/> Yes <input type="checkbox"/> No	→		
Lane Width	AE	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	→	<input type="checkbox"/> Yes <input type="checkbox"/> No	→	<input type="checkbox"/> Yes <input type="checkbox"/> No	→		
Shoulder Width	AE	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	→	<input type="checkbox"/> Yes <input type="checkbox"/> No	→	<input type="checkbox"/> Yes <input type="checkbox"/> No	→		
Lane & Shoulder Taper	AE	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	→	<input type="checkbox"/> Yes <input type="checkbox"/> No	→	<input type="checkbox"/> Yes <input type="checkbox"/> No	→		
Ped. Facility	1	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	→	<input type="checkbox"/> Yes <input type="checkbox"/> No	→	<input type="checkbox"/> Yes	→		N/A
Cross Slope Lane	AE	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	→	<input type="checkbox"/> Yes <input type="checkbox"/> No	→	<input type="checkbox"/> Yes <input type="checkbox"/> No	→		
Cross Slope Shoulder	AE	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	→	<input type="checkbox"/> Yes <input type="checkbox"/> No	→	<input type="checkbox"/> Yes <input type="checkbox"/> No	→		
Fill/Ditch Slopes	AE	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	→	<input type="checkbox"/> Yes <input type="checkbox"/> No	→	<input type="checkbox"/> Yes <input type="checkbox"/> No	→		
Safety Improvements	2	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	→	<input type="checkbox"/> Yes <input type="checkbox"/> No	→	<input type="checkbox"/> Yes	→		N/A
Shared Bike/Ped.	1	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	→	<input type="checkbox"/> Yes <input type="checkbox"/> No	→	<input type="checkbox"/> Yes	→		N/A
Turn Radii	AE	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	→	<input type="checkbox"/> Yes <input type="checkbox"/> No	→	<input type="checkbox"/> Yes <input type="checkbox"/> No	→		
Sight Distance	AE	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	→	<input type="checkbox"/> Yes <input type="checkbox"/> No	→	<input type="checkbox"/> Yes <input type="checkbox"/> No	→		
I/S Angle	AE	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	→	<input type="checkbox"/> Yes <input type="checkbox"/> No	→	<input type="checkbox"/> Yes <input type="checkbox"/> No	→		
Std Run	1	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	→	<input type="checkbox"/> Yes <input type="checkbox"/> No	→	<input type="checkbox"/> Yes	→		N/A
Cross Roads									
Horizontal Alignment	AE	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	→	<input type="checkbox"/> Yes <input type="checkbox"/> No	→	<input type="checkbox"/> Yes <input type="checkbox"/> No	→		
Vertical Alignment	AE	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	→	<input type="checkbox"/> Yes <input type="checkbox"/> No	→	<input type="checkbox"/> Yes <input type="checkbox"/> No	→		
Lane Width	AE	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	→	<input type="checkbox"/> Yes <input type="checkbox"/> No	→	<input type="checkbox"/> Yes <input type="checkbox"/> No	→		
Shoulder Width	AE	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	→	<input type="checkbox"/> Yes <input type="checkbox"/> No	→	<input type="checkbox"/> Yes <input type="checkbox"/> No	→		
Fill/Ditch Slopes	AE	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	→	<input type="checkbox"/> Yes <input type="checkbox"/> No	→	<input type="checkbox"/> Yes <input type="checkbox"/> No	→		
Safety Improvements	2	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	→	<input type="checkbox"/> Yes <input type="checkbox"/> No	→	<input type="checkbox"/> Yes	→		N/A
Shared Bike/Ped. Facility	1	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	→	<input type="checkbox"/> Yes <input type="checkbox"/> No	→	<input type="checkbox"/> Yes	→		N/A
Bridges - N/A									
Lane Width	AE	<input type="checkbox"/> Yes <input type="checkbox"/> No	→	<input type="checkbox"/> Yes <input type="checkbox"/> No	→	<input type="checkbox"/> Yes <input type="checkbox"/> No	→		
Shoulder Width	AE	<input type="checkbox"/> Yes <input type="checkbox"/> No	→	<input type="checkbox"/> Yes <input type="checkbox"/> No	→	<input type="checkbox"/> Yes <input type="checkbox"/> No	→		
Vertical Clearance	AE	<input type="checkbox"/> Yes <input type="checkbox"/> No	→	<input type="checkbox"/> Yes <input type="checkbox"/> No	→	<input type="checkbox"/> Yes <input type="checkbox"/> No	→		
Structural Capacity	AE	<input type="checkbox"/> Yes <input type="checkbox"/> No	→	<input type="checkbox"/> Yes <input type="checkbox"/> No	→	<input type="checkbox"/> Yes <input type="checkbox"/> No	→		
Bridge Rail	1	<input type="checkbox"/> Yes <input type="checkbox"/> No	→	<input type="checkbox"/> Yes <input type="checkbox"/> No	→	<input type="checkbox"/> Yes	→		N/A
Design Levels* <input type="checkbox"/> Blank Cell D Design Level D A Design Level A AE Agency Evaluate to Design Level A See Matrix Definitions for requirements.				(1) When provided, must meet current standards. (2) Items 1 and 2 under Safety Improvements Definitions are required and all others are AE.					

3R Project Checklist
Page 1 of 1







RESOLUTION NO. 2023-35

**A RESOLUTION OF THE CITY OF GRANDVIEW, WASHINGTON,
AUTHORIZING THE MAYOR TO SIGN AN INTERAGENCY AGREEMENT BETWEEN
THE CITY OF GRANDVIEW AND WASHINGTON STATE DEPARTMENT OF FISH
AND WILDLIFE FOR THE EAST GAME POND PIPELINE REPLACEMENT**

WHEREAS, the City of Grandview is in the process of replacing the distribution pipeline, damaged by a wildfire in 2022, used to supplement the East Game Ponds located southeast of the City of Grandview's Wastewater Treatment Plant with treated wastewater; and,

WHEREAS, the Washington State Department of Fish and Wildlife desires to use available state funds to upgrade the pipeline materials from HDPE, which is susceptible to fire, to a piping material that can withstand a fire if a similar event were to occur again, increasing the resiliency of the water distribution system to the East Game Ponds; and,

WHEREAS, the City's insurance will only cover the cost of the materials in-kind and not the additional costs associated with upgrading the pipeline to be more resilient than the piping materials originally used for the distribution system,

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

The Mayor is hereby authorized to enter into an Interagency Agreement between the City of Grandview and Washington State Department of Fish and Wildlife in the form attached hereto and incorporated herein by reference.

PASSED by the **CITY COUNCIL** and **APPROVED** by the **MAYOR** at its regular meeting on June 13, 2023.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

INTERAGENCY AGREEMENT
BETWEEN
THE CITY OF GRANDVIEW
AND
WASHINGTON DEPARTMENT OF FISH AND WILDLIFE
AGREEMENT NO. _____

This agreement is made and entered into by and between the City of Grandview hereinafter referred to as the CITY and the Washington Department of Fish and Wildlife, hereinafter referred to as WDFW, on 6/23, 2023,

WHEREAS,

The CITY is in the process of replacing the distribution pipeline, damaged by a wildfire in 2022, used to supplement the East Game Ponds located southeast of the City of Grandview Wastewater Treatment Plant (WWTP) with treated wastewater, and;

WHEREAS,

WDFW desires to use available ^{state} ~~grant~~ funds to upgrade the pipeline materials from HDPE, which is susceptible to fire, to a piping material that can withstand a fire if a similar event were to occur again, increasing the resiliency of the water distribution system to the East Game Ponds, and;

WHEREAS,

The CITY's insurance will only cover the cost of the materials in-kind and not the additional costs associated with upgrading the pipeline to be more resilient than the piping materials originally used for the distribution system.

NOW, THEREFORE, IT IS MUTUALLY AGREED THAT:

WDFW shall bid and supply materials up to the funding limit of \$300,000 according to the scope of work set forth herein as the following location:

Replacement of East Game Pond irrigation pipeline from CITY's WWTP to WDFW wildlife area.

SCOPE OF WORK

WDFW shall perform the following work or provide the following services, for up to the maximum procurement costs as indicated below:

- Solicit and purchase piping material for the irrigation pipeline including pipe, fittings, valves, gaskets, and hardware that will be delivered to the CITY's WWTP for storage until installed by a construction contractor under contract by the city to install the replacement distribution pipeline to convey water from the WWTP to the East Game Ponds.

TIME LIMIT

This Agreement shall commence on the date signed by both parties and run until the completion of the services outlined in the project scope. The time limit may be extended by mutual, written agreement.

DUTIES

The CITY will develop a material list for WDFW to bid and purchase for delivery to the WWTP site.

PAYMENT

WDFW will use ~~grant~~ ^{state} funds available to them, up to \$300,000, to pay for the supply and delivery of materials to the CITY to be used for the replacement of the distribution pipeline from the WWTP to the East Game Ponds as included on the procurement list developed by the CITY for the project.

DOCUMENTATION

The CITY will provide to WDFW an itemized list of piping materials to be purchased and delivered to the Grandview WWTP for use in the East Game Pond irrigation supply pipeline replacement. The itemized list will be provided to WDFW by March 24, 2023.

WDFW will provide the CITY a Bill of Materials from supplier of the materials ordered to be delivered to the Grandview WWTP. If the items on the list of materials provided by the CITY to WDFW exceeds the maximum payment limit, an itemized list of the materials not purchased to keep the total cost from exceeding \$300,000 will be turned over to the CITY for purchase by the contractor performing the installation of the to the replacement pipeline.

AMENDMENT

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

TERMINATION

Either party may terminate this Agreement upon 30 days' prior written notification to the other party. If this Agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.

INDEMNIFICATION

Each party shall be responsible for the actions and inactions of itself and its own officers, employees, and agents acting within the scope of their authority.

TERMINATION FOR CAUSE

If for any cause, either party does not fulfill in a timely and proper manner its obligations under this Agreement, or if either party violates any of these terms and conditions, the aggrieved party will give the other party written notice of such failure of violation. The responsible party will be given the opportunity to correct the violation or failure within fifteen (15) working days. If failure or violation is not corrected, this Agreement may be terminated immediately by written notice of the aggrieved party to the other.

ASSIGNMENT

The work to be provided under this Agreement, and any claim arising thereunder, is not assignable or delegable by either party in whole or in part, without the express prior written consent of the other party, which consent shall not be unreasonably withheld.

PROJECT MANGEMENT

The project representative for each other parties shall be responsible for and shall be the contact person for all communications and billings regarding the performance of this Agreement.

PROJECT REPRESENTATIVE

Organization	CITY	WDFW
Representative	Cus Arteaga	Jeff Hugdahl
Title	Public Works Director/ City Administrator	Contracts Manager
Address	207 West Second Street Grandview, WA 98930	PO Box 43135 Olympia WA 98504-3135
Phone	(509) 882-9213	(360) 902-2230
E-Mail	carteaga@grandview.wa.us	jeffrey.hugdahl@dfw.wa.gov

The CITY and WDFW have executed this Agreement as of the dates below:

City of Grandview	Washington Department of Fish and Wildlife
<p>Gloria Mendoza, Mayor</p> <hr/> <p>Name</p> <p style="text-align: right;">6/13/23</p> <hr/> <p>Signature Date</p>	<p>Jeff Hugdahl</p> <hr/> <p>Name</p> <p>Hugdahl, Jeffrey <small>Digitally signed by Hugdahl, Jeffrey R (DFW) Date: 2023.05.31 13:48:11 -07'00'</small></p> <hr/> <p style="text-align: right;">5/31/23</p> <hr/> <p>Signature Date</p>
<hr/> <p>Name</p> <hr/> <p>Signature Date</p>	<hr/> <p>Name</p> <hr/> <p>Signature Date</p>
<hr/> <p>Name</p> <hr/> <p>Signature Date</p>	<hr/> <p>Name</p> <hr/> <p>Signature Date</p>
<hr/> <p>Name</p> <hr/> <p>Signature Date</p>	<hr/> <p>Name</p> <hr/> <p>Signature Date</p>

RESOLUTION NO. 2023-36

**A RESOLUTION OF THE CITY OF GRANDVIEW, WASHINGTON,
APPROVING TASK ORDER NO. 2023-06 WITH HLA ENGINEERING AND
LAND SURVEYING, INC., FOR THE WINE COUNTRY ROAD AND
HIGGINS WAY IMPROVEMENTS**

WHEREAS, the City of Grandview has entered into a General Services Agreement with HLA Engineering and Land Surveying, Inc., (HLA) for work pursuant to task orders; and,

WHEREAS, the City would like to enter into a Task Order with HLA to provide professional engineering and land surveying services for the Wine Country Road and Higgins Way Improvements,

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

The Mayor is hereby authorized to sign Task Order No. 2023-06 with HLA Engineering and Land Surveying, Inc., for the Wine Country Road and Higgins Way Improvements with an estimated fee for services in the amount of \$221,020.00 in the form as is attached hereto and incorporated herein by reference.

PASSED by the **CITY COUNCIL** and **APPROVED** by the **MAYOR** at a special meeting on June 13, 2023.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

TASK ORDER NO. 2023-06

REGARDING GENERAL AGREEMENT BETWEEN CITY OF GRANDVIEW

AND

HLA ENGINEERING AND LAND SURVEYING, INC. (HLA)

PROJECT DESCRIPTION:

Wine Country Road and Higgins Way Improvements
HLA Project No. 23121E

The City of Grandview (CITY) received funding from the Yakima County SIED Program for potable water, storm water, and wastewater additions to a developing truck stop. This project will bring needed domestic water, sanitary sewer, and public roadways to approximately 12 acres of land zoned as general commercial, inside the City of Grandview City Limits. Engineering design work will begin immediately following Task Order approval. Construction is anticipated to occur in 2024.

SCOPE OF SERVICES:

At the direction of the CITY, HLA Engineering and Land Surveying (HLA), will provide professional engineering services for the Wine Country Road and Higgins Way Improvements (PROJECT). HLA shall provide a comprehensive civil engineering construction document package (plans, specifications, and estimate) for improvements consisting of domestic water facilities, sanitary sewer facilities, storm drainage facilities, public roadways, and illumination system. Services will also include advertising and bidding, recommendation of contract award to the lowest responsible bidder, and engineering services during construction.

HLA shall provide the following services:

1.0 Design Engineering

- 1.1 Perform field investigations as necessary to design the identified improvements.
- 1.2 Call for utility locates prior to survey and perform topographic survey of the PROJECT area.
- 1.3 Prepare site topographic survey in AutoCAD format showing field-located improvements and utilities.
- 1.4 Attend three (3) design meetings with the CITY to obtain input regarding existing and proposed improvements.
- 1.5 Coordinate review and approvals with Washington State Department of Transportation.
- 1.6 Prepare environmental documents, including SEPA and EO 21-02.
- 1.7 Prepare complete plan set, including plan sheets with construction notes and plan details.
- 1.8 Prepare final construction cost estimate.
- 1.9 Prepare final PROJECT specifications.
- 1.10 Submit final documents to the CITY for review and approval.
- 1.11 Incorporate CITY review comments and provide final construction documents for bidding approval.

- 1.12 Prepare advertisement for bids and transmit to newspapers as selected by the CITY. Advertising fees to be paid by the CITY.
- 1.13 Post contract documents to HLA website for potential bidders and plan center access and maintain planholder list.
- 1.14 Notify dry utility companies of pending construction, including power, cable, natural gas, and telephone and direct them to HLA website for plans and specifications.
- 1.15 Prepare any required addenda to contract documents.
- 1.16 Answer questions during bidding from prospective bidders.
- 1.17 Attend PROJECT bid opening, check and tabulate bids, and make recommendation of award to lowest responsible bidder.
- 1.18 Submit bid tabulation to Yakima County.

2.0 Construction Engineering

- 2.1 Following award of the Contract by the CITY, prepare Notice of Award to the Contractor.
- 3.1 Coordinate execution of construction contract with CITY and Contractor, including review of bond and insurance requirements.
- 2.2 Coordinate and conduct preconstruction conference followed by issuance of Notice to Proceed.
- 2.3 Furnish the field survey crew to set horizontal and vertical control for the PROJECT.
- 2.4 Provide staking for construction, including structures, curb and gutter, sidewalk, subgrade elevations, utilities, etc.
- 2.5 Furnish a qualified resident engineer (inspector) to observe construction PROJECT construction for substantial compliance with plans and specifications.
- 2.6 Provide submittal review for PROJECT materials as provided by the Contractor per the PROJECT specifications.
- 2.7 Attend construction meetings anticipated once per week during the duration of the improvements.
- 2.8 Prepare construction progress reports for the days the resident engineer is present.
- 2.9 Recommend progress payments for the Contractor to the CITY.
- 2.10 Prepare and submit proposed contract change orders when applicable.
- 2.11 Prepare administrative documents for the appropriate agencies which have jurisdiction over funding, design, and construction of the PROJECT.
- 2.12 Monitor Contractor's compliance with the Contract documents for labor standards and review
- 2.13 Monitor statements of Intent to pay Prevailing Wages and Affidavits of Wages Paid.
- 2.14 Conduct final inspection and prepare punchlist of items to be corrected by the Contractor and provide to the CITY.
- 2.15 Prepare record drawings of civil-related improvements based on the Contractor's and Resident Engineer's as-built plans.

3.0 Additional Services

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

4.0 Items to be Furnished and Responsibility of CITY

- 4.1 Provide full information as to CITY requirements of the PROJECT.
- 4.2 Pay for PROJECT advertising, notices or other publication as may be required by the funding source.
- 4.3 Assist HLA by providing all available information pertinent to the PROJECT, including previous reports, drawings, plats, surveys, utility records, and any other data relative to design and construction of the PROJECT.
- 4.4 Examine all studies, reports, sketches, estimates, specifications, drawings, proposals, and other documents presented by HLA, and provide written decisions within a reasonable time so as not to delay the work of HLA.
- 4.5 Obtain approval of all governmental authorities with jurisdiction over the PROJECT, and approvals and consents from other individuals or bodies as necessary for completion. Pay all review fees and costs associated with obtaining such approvals.

TIME OF PERFORMANCE:

HLA will diligently pursue completion of the PROJECT with the following schedule anticipated:

1.0 Design Engineering

Completion of plans, specifications, opinion of cost, and bidding services within one hundred (100) working days following receipt of signed Task Order.

2.0 Construction Engineering

It is estimated construction of improvements will be completed by the contractor within eighty-five (85) working days, utilizing standard 40-hour work weeks, following award of the contract and Notice to Proceed.

3.0 Additional Services

Time for completion of work directed by the CITY under Additional Services shall be negotiated and mutually agreed upon at the time service is requested by the CITY.

FEE FOR SERVICE:

1.0 Design Engineering

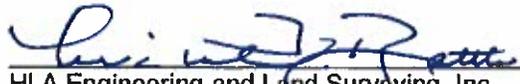
All work for Design Engineering services shall be performed for the Lump Sum fee of \$221,020.00.

2.0 Construction Engineering

All work for Construction Engineering services shall be completed on an hourly basis, at normal hourly billing rates, for the estimated maximum fee of \$221,020.00. If the Contractor is granted additional working days beyond those identified in the Time of Performance, then work shall be considered Additional Services.

3.0 Additional Services

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

Proposed:  _____ 6/2/2023
HLA Engineering and Land Surveying, Inc. Date
Michael T. Battle, PE, President

Approved: _____
City of Grandview Date
Gloria Mendoza, Mayor

RESOLUTION NO. 2023-37

**A RESOLUTION OF THE CITY OF GRANDVIEW, WASHINGTON,
AUTHORIZING THE MAYOR TO SIGN CHANGE ORDER NO. 1 WITH INDUSTRIAL
CONSTRUCTION OF WA FOR THE HEADWORKS BYPASS IMPROVEMENTS**

WHEREAS, the City of Grandview has contracted with Industrial Construction of WA, as the contractor for the Headworks Bypass Improvements; and,

WHEREAS, the City wishes to add installation of an owner-furnished polymer feed system at the Wastewater Treatment Plant sludge dewatering building;

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 in the amount of \$51,529.41 with Industrial Construction of WA, 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 June 13, 2023.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY



CHANGE ORDER NO. 1



DATE: 6/7/2023
 PROJECT OWNER: City of Grandview
 PROJECT NAME: Headworks Bypass Improvements
 HLA PROJECT NO.: 22211C
 CONTRACTOR: Industrial Construction of WA.

THE FOLLOWING CHANGES ARE HEREBY MADE TO THE CONTRACT DOCUMENT:

Original Contract Price (Including Applicable Sales Tax):	\$	127,273.45
Current Contract Price Adjusted by Previous Change Order(s) Including Applicable Sales Tax:	\$	127,273.45
Change in Contract Price Due to this Change Order (Including Applicable Sales Tax):	\$	51,529.41
Adjusted Contract Price Including this Change Order (Including Applicable Sales Tax):	\$	178,802.86

Original Contract Working Days:	10
Current Contract Working Days Adjusted by Non-Working Days and/or Previous Change Order(s):	10
Change in Contract Working Days due to this Change Order:	+10
Revised Contract Working Days:	20

CONTRACTOR: Andy Peters

Date: 06/07/2023

ENGINEER: 

Digitally signed by Justin Bellamy
Date: 2023.06.07 14:35:37-07'00'

Date: 06/07/2023

OWNER: _____

Date: _____



CHANGE ORDER NO. 1



DATE: 6/7/2023
 PROJECT OWNER: City of Grandview
 PROJECT NAME: Headworks Bypass Improvements
 HLA PROJECT NO.: 22211C
 CONTRACTOR: Industrial Construction of WA.

ITEM NO.	DESCRIPTION	UNIT	QTY	UNIT PRICE	CHANGE AMOUNT
CHANGE ORDER NO. 1					
6	CO1 - Polymer Injector System Installation	LS	1	\$ 47,712.42	\$ 47,712.42
CHANGE ORDER NO. 1 SUBTOTAL:					\$ 47,712.42
CITY OF GRANDVIEW SALES TAX @ 8.0%:					\$ 3,816.99
CHANGE ORDER NO. 1 TOTAL:					\$ 51,529.41

CHANGE ORDER JUSTIFICATION:

This change order is being executed to add installation of an owner-furnished polymer feed system at the wastewater treatment plant sludge dewatering building.

RESOLUTION NO. 2023-38

**A RESOLUTION OF THE CITY OF GRANDVIEW, WASHINGTON,
ACCEPTING THE SANITARY SEWER TRUNK MAIN REPLACEMENT – PHASE 2
AS COMPLETE**

WHEREAS, the City contracted with Culbert Construction, Inc., to perform work for the Sanitary Sewer Trunk Main Replacement – Phase 2; and,

WHEREAS, the City's Public Works Director has determined that the work performed by Culbert Construction, Inc., on this project is complete and ready for final acceptance by the City Council,

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

The City of Grandview accepts the Sanitary Sewer Trunk Main Replacement – Phase 2 as complete and authorizes staff to release the retainage bond to Culbert Construction, Inc., once the conditions in the June 7, 2023 letter from HLA Engineering and Land Surveying, Inc., have been satisfied.

PASSED by the **CITY COUNCIL** and **APPROVED** by the **MAYOR** at its regular meeting on June 13, 2023.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY