

**GRANDVIEW CITY COUNCIL
COMMITTEE-OF-THE-WHOLE
MEETING AGENDA
TUESDAY, JULY 11, 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.

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

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- 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. ARPA New Business Grant Recipients: 1
 - Taqueria El Wero Pal LLC
 - Garza Accounting
 - Honey Dog Promotions
 - B. Ordinance amending the 2023 Annual Budget 2-6
 - C. Resolution authorizing the Mayor to sign the Local Agency A&E Professional Services Negotiated Hourly Rate Consultant Agreement with HLA Engineering and Land Surveying, Inc., for the Stover Road Railroad Crossing Improvements 7-56
 - D. Wine Country Road Sidewalk and Pathway Improvements – Request for Statement of Qualifications for Engineering Services 57-85
 - E. Ordinance regarding a Supporting Investments in Economic Diversification (SIED) Contract with Yakima County and the City of Grandview for the Wine Country Road and Higgins Way Improvements; authorizing the Mayor to execute all documents necessary to implement the contract and receive and expend all monies received under the contract for the project; and creating project Fund 335 – Wine Country Road and Higgins Way Improvements and authorizing the City Treasurer to make interfund loans to support cash flow to Fund 335 86-99
 - F. Resolution authorizing application to the Yakima County Supporting Investments in Economic Development (SIED) Board to fund the Old Inland Empire Highway Sewer Main Improvement Project 100-124
- 5. OTHER BUSINESS**
- 6. ADJOURNMENT**

The City of Grandview Committee-of-the-Whole and Regular Council Meetings scheduled for Tuesday, July 11, 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/88417955234?pwd=ZUQzTHFwNjNvZ2c4N3VFamo1ZnIPZz09>

To join via phone: +1 253 215 8782

Meeting ID: 884 1795 5234

Passcode: 248374

Anita Palacios

From: Matt Cordray
Sent: Monday, July 3, 2023 11:13 AM
To: Bill Moore; Bill Moore 1 (billandrachel@charter.net); Cus Arteaga; Gloria Mendoza; Gloria Mendoza; Robert Ozuna; Robert Ozuna
Cc: Anita Palacios
Subject: New Small Business Grants Meeting

The three businesses that were just awarded the small business grant will be here at City Hall on July 11th for their grant disbursement meeting and then at the COW meeting to talk about their business. Below are the times for each business:

5:00 – Taqueria El Wero Pal LLC (we need to have a Spanish speaking representative at this one)

5:20 – Garza Accounting

5:40 – Honey Dog Promotions

Anita,
Could you please add them to the COW agenda.

Thank you

Matthew Cordray
City Treasurer
City of Grandview
207 West Second Street
Grandview, WA 98930
PH: (509) 882-9207
FAX: (509) 882-3099
mattc@grandview.wa.us
www.grandview.wa.us

This message may contain confidential and/or proprietary information and is intended for the person/entity to whom it was originally addressed. Any use by others is strictly prohibited.

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

ITEM TITLE Ordinance amending the 2023 Annual Budget	AGENDA NO.: New Business 4 (B) AGENDA DATE: July 11, 2023
DEPARTMENT City Treasurer	FUNDING CERTIFICATION (City Treasurer) (If applicable)

DEPARTMENT DIRECTOR REVIEW

Matthew Cordray, City Treasurer

CITY ADMINISTRATOR



MAYOR



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

Staff monitoring and review of fund and department budgets has identified numerous budget accounts to be amended. An ordinance will be prepared to provide for the amending of the 2023 Annual Budget to accommodate the changes in sources and uses.

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.

By Fund the highlights of the budget changes are:

CURRENT EXPENSE FUND: Increase revenues for Contributions to Library – Legends grant. Increase appropriations for Legislative Travel and Library Operating & Office Supplies. Net effect is a decrease in estimated ending fund balance.

AMERICAN RESCUE PLAN ACT (ARPA) FUND: Increase appropriations for Council Chambers Sound System and New Small Business Grants. Decrease appropriations for School Resource Officer. Net effect is an increase in estimated ending fund balance.

TBD FUND: Increase appropriations for W 5th and Elm Street Overlay. Net effect is a decrease in estimated ending fund balance.

ACTION PROPOSED

Move an ordinance amending the 2023 Annual Budget to a regular Council meeting for consideration.

2023 Budget Amendment - July

Ordinance No. 2023-X

to Sue 7/xx/2023 - mc

Account	Description Fund/Account	Original Estimate	Amendment Amount	New Estimate	Treasurer's notes
Current Expense Fund					
001 000 000 308 51 00 00	Beginning Fund Balance - Assigned	10,000		10,000	
001 000 000 308 91 00 00	Beginning Fund Balance - Unassigned	789,750		789,750	
001 000 000 367 11 14 00	Contributions to Library		3,000	6,388,280	Legends grant to purchase supplies
	Revenues/Sources	6,385,280			
	Current Exp. Fund Total	7,185,030	3,000	7,188,030	
Travel					
001 001 000 511 60 43 00	Travel		3,000		
001 075 000 572 20 31 00	Office & Operating Supplies		3,000	7,127,730	Increased Legislative travel Supplies purchased from Legends grant
	Expenditures/Uses	7,121,730			
001 099 000 508 51 00 00	Ending Fund Balance - Assigned	10,000		10,000	
001 099 000 508 91 00 00	Ending Fund Balance - Unassigned	53,300	(3,000)	50,300	
	Current Exp. Fund Total	7,185,030	3,000	7,188,030	
American Rescue Plan Act Fund					
010 000 000 308 91 00 00	Beginning Fund Balance - Unassigned	2,264,040		2,264,040	
	Revenues/Sources				
	ARPA Fund Total	2,264,040	-	2,264,040	
010 001 000 594 11 64 02	Council Chambers Sound System		9,000		Installation of sound equipment
010 002 000 518 63 40 02	New Small Business Grants - ARPA		8,500		Additional business grant
010 033 000 521 30 11 00	School Resource Officer		(120,000)	1,201,200	No officers to fill position at this time
	Expenditures/Uses	1,303,700			
010 099 000 508 91 00 00	Ending Fund Balance - Unassigned	960,340	102,500	1,062,840	
	ARPA Fund Total	2,264,040	-	2,264,040	

2023 Budget Amendment - July

Ordinance No. 2023-X

to Sue 7/xx/2023 - mc

Account	Description Fund/Account	Original Estimate	Amendment Amount	New Estimate	Treasurer's notes
115 000 000 308 31 00 00	TBD Fund Beginning Fund Balance - Restricted	520,440		520,440	
	Revenues/Sources	188,850		188,850	
	TBD Fund Total	709,290	-	709,290	
115 000 070 595 30 63 12	W 5th and Elm Street Overlay Expenditures/Uses	423,050	40,000	463,050	Construct ADA ramps
115 000 099 508 31 00 00	Ending Fund Balance - Restricted	286,240	(40,000)	246,240	
	TBD Fund Total	709,290	-	709,290	

ORDINANCE NO. 2023-___

**AN ORDINANCE OF THE CITY OF GRANDVIEW, WASHINGTON,
AMENDING THE 2023 ANNUAL BUDGET**

WHEREAS, the original 2023 estimated beginning fund balances and revenues do not reflect available budget sources; and

WHEREAS, there are necessary and desired changes in uses and expenditure levels in the funds; and

WHEREAS, there are sufficient sources within the funds to meet the anticipated expenditures.

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

Section 1. That the 2023 annual budget be amended to reflect the changes presented in Exhibit A.

Section 2. That the City Administrator is authorized and directed to adjust estimated revenues, expenditures and fund balances reflecting the determined changes.

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

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

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

PUBLICATION:
EFFECTIVE:

Exhibit A

	Beginning Balance	Estimated Revenues	Appropriated Expenditures	Ending Balance	Budget Total
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Current Expense Fund					
Original 2023 Budget	799,750	6,385,280	7,121,730	63,300	7,185,030
Amendment Amount		3,000	6,000	(3,000)	3,000
Amended Total	799,750	6,388,280	7,127,730	60,300	7,188,030

ARPA Fund					
Original 2023 Budget	2,264,040	-	1,303,700	960,340	2,264,040
Amendment Amount			(102,500)	102,500	-
Amended Total	2,264,040	-	1,201,200	1,062,840	2,264,040

TBD Fund					
Original 2023 Budget	520,440	188,850	423,050	286,240	709,290
Amendment Amount			40,000	(40,000)	-
Amended Total	520,440	188,850	463,050	246,240	709,290

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

ITEM TITLE Resolution authorizing the Mayor to sign the Local Agency A&E Professional Services Negotiated Hourly Rate Consultant Agreement with HLA Engineering and Land Surveying, Inc., for the Stover Road Railroad Crossing Improvements	AGENDA NO.: New Business 4 (C) AGENDA DATE: July 11, 2023
DEPARTMENT Public Works Department	FUNDING CERTIFICATION (City Treasurer) (If applicable) N/A

DEPARTMENT HEAD REVIEW

 Cus Arteaga, City Administrator/Public Works Director

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

In 2022, Washington Central/BNSF Railroad notified the City that the lights and gates located on East Stover Road and Exit 73 were obsolete and in need of replacement. The Railroad maintains the current equipment and the City is responsible for purchasing the new replacement equipment. The City partnered with the Railroad and had HLA assist with locating a funding source to help off-set the cost for replacing the outdated equipment. In 2023, the City was able to secure approximately \$1,000,000 for this project from the Washington State Department of Transportation.

On April 11, 2023, Council selected HLA Engineering and Land Surveying, Inc., as the most qualified municipal engineering firm for the Stover Road Railroad Crossing and directed staff to negotiate a professional service/consultant agreement with HLA in accordance with the WSDOT requirements.

On June 13, 2023, Council approved 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.

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 Local Agency A&E Professional Services Negotiated Hourly Rate Consultant Agreement with HLA Engineering and Land Surveying, Inc., in the amount of \$151,400.00 Approval of this document would allow the City to get the design started with construction in the fall of 2023.

ACTION PROPOSED

Move a resolution authorizing the Mayor to sign the Local Agency A&E Professional Services Negotiated Hourly Rate Consultant Agreement with HLA Engineering and Land Surveying, Inc., for the Stover Road Railroad Crossing Improvements to a regular Council meeting for consideration.

RESOLUTION NO. 2023-34

**A RESOLUTION OF THE CITY OF GRANDVIEW, WASHINGTON,
AUTHORIZING THE MAYOR TO SIGN A LOCAL AGENCY A&E PROFESSIONAL
SERVICES NEGOTIATED HOURLY RATE CONSULTANT AGREEMENT WITH HLA
ENGINEERING AND LAND SURVEYING, INC., FOR DESIGN AND CONSTRUCTION
SERVICES ON THE STOVER ROAD RAILROAD CROSSING**

WHEREAS, the City applied for and was selected to receive grant funds from the Washington State Transportation Improvement Board for the Stover Road Railroad Crossing; and,

WHEREAS, the City has selected HLA Engineering and Land Surveying, Inc., to provide design and construction services for said improvement project,

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

The Mayor is hereby authorized to sign the Local Agency A&E Professional Services Negotiated Hourly Rate Consultant Agreement with HLA Engineering and Land Surveying, Inc., for design and construction services on the Stover Road Railroad Crossing in the form as is attached hereto and incorporated herein by reference in the amount of \$151,400.00.

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

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

Local Agency A&E Professional Services Negotiated Hourly Rate Consultant Agreement

Agreement Number: 23119E

Firm/Organization Legal Name (do not use dba's): HLA Engineering and Land Surveying, Inc.	
Address 2803 River Road, Yakima, WA 98902	Federal Aid Number
UBI Number 600517737	Federal TIN 91-1237188
Execution Date	Completion Date 12/31/2025
1099 Form Required <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Federal Participation <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Project Title City of Grandview - Stover Road Railroad Crossing Improvements	
Description of Work Replace outdated railroad crossing equipment, railroad crossing surfacing, pedestrian crossing, and resurface roadway.	
<input checked="" type="checkbox"/> Yes <input type="checkbox"/> Yes <input type="checkbox"/> Yes <input type="checkbox"/> Yes	<input type="checkbox"/> No DBE Participation <input checked="" type="checkbox"/> No MBE Participation <input checked="" type="checkbox"/> No WBE Participation <input checked="" type="checkbox"/> No SBE Participation
Maximum Amount Payable: 151,400.00	

Index of Exhibits

- Exhibit A Scope of Work
- Exhibit B DBE Participation
- Exhibit C Preparation and Delivery of Electronic Engineering and Other Data
- Exhibit D Prime Consultant Cost Computations
- Exhibit E Sub-consultant Cost Computations
- Exhibit F Title VI Assurances
- Exhibit G Certification Documents
- Exhibit H Liability Insurance Increase
- Exhibit I Alleged Consultant Design Error Procedures
- Exhibit J Consultant Claim Procedures

THIS AGREEMENT, made and entered into as shown in the "Execution Date" box on page one (1) of this AGREEMENT, between the City of Grandview hereinafter called the "AGENCY," and the "Firm / Organization Name" referenced on page one (1) of this AGREEMENT, hereinafter called the "CONSULTANT."

WHEREAS, the AGENCY desires to accomplish the work referenced in "Description of Work" on page one (1) of this AGREEMENT and hereafter called the "SERVICES;" and does not have sufficient staff to meet the required commitment and therefore deems it advisable and desirable to engage the assistance of a CONSULTANT to provide the necessary SERVICES; and

WHEREAS, the CONSULTANT represents that they comply with the Washington State Statutes relating to professional registration, if applicable, and has signified a willingness to furnish consulting services to the AGENCY.

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

I. General Description of Work

The work under this AGREEMENT shall consist of the above-described SERVICES as herein defined, and necessary to accomplish the completed work for this project. The CONSULTANT shall furnish all services, labor, and related equipment and, if applicable, sub-consultants and subcontractors necessary to conduct and complete the SERVICES as designated elsewhere in this AGREEMENT.

II. General Scope of Work

The Scope of Work and projected level of effort required for these SERVICES is described in Exhibit "A" attached hereto and by this reference made a part of this AGREEMENT. The General Scope of Work was developed utilizing performance based contracting methodologies.

III. General Requirements

All aspects of coordination of the work of this AGREEMENT with outside agencies, groups, or individuals shall receive advance approval by the AGENCY. Necessary contacts and meetings with agencies, groups, and/or individuals shall be coordinated through the AGENCY. The CONSULTANT shall attend coordination, progress, and presentation meetings with the AGENCY and/or such State, Federal, Community, City, or County officials, groups or individuals as may be requested by the AGENCY. The AGENCY will provide the CONSULTANT sufficient notice prior to meetings requiring CONSULTANT participation. The minimum required hours or days' notice shall be agreed to between the AGENCY and the CONSULTANT and shown in Exhibit "A."

The CONSULTANT shall prepare a monthly progress report, in a form approved by the AGENCY, which will outline in written and graphical form the various phases and the order of performance of the SERVICES in sufficient detail so that the progress of the SERVICES can easily be evaluated.

The CONSULTANT, any sub-consultants, and the AGENCY shall comply with all Federal, State, and local laws, rules, codes, regulations, and all AGENCY policies and directives, applicable to the work to be performed under this AGREEMENT. This AGREEMENT shall be interpreted and construed in accordance with the laws of the State of Washington.

Participation for Disadvantaged Business Enterprises (DBE) or Small Business Enterprises (SBE), if required, per 49 CFR Part 26, shall be shown on the heading of this AGREEMENT. If DBE firms are utilized at the commencement of this AGREEMENT, the amounts authorized to each firm and their certification number will be shown on Exhibit "B" attached hereto and by this reference made part of this AGREEMENT. If the Prime CONSULTANT is, a DBE certified firm they must comply with the Commercial Useful Function (CUF) regulation outlined in the AGENCY's "DBE Program Participation Plan" and perform a minimum of 30% of the total amount of this AGREEMENT. It is recommended, but not required, that non-DBE Prime CONSULTANTS perform a minimum of 30% of the total amount of this AGREEMENT.

In the absence of a mandatory DBE goal, a voluntary SBE goal amount of ten percent of the Consultant Agreement is established. The Consultant shall develop a SBE Participation Plan prior to commencing work. Although the goal is voluntary, the outreach efforts to provide SBE maximum practicable opportunities are not.

The CONSULTANT, on a monthly basis, shall enter the amounts paid to all firms (including Prime) involved with this AGREEMENT into the wsdot.diversitycompliance.com program. Payment information shall identify any DBE Participation.

All Reports, PS&E materials, and other data furnished to the CONSULTANT by the AGENCY shall be returned. All electronic files, prepared by the CONSULTANT, must meet the requirements as outlined in Exhibit "C – Preparation and Delivery of Electronic Engineering and other Data."

All designs, drawings, specifications, documents, and other work products, including all electronic files, prepared by the CONSULTANT prior to completion or termination of this AGREEMENT are instruments of service for these SERVICES, and are the property of the AGENCY. Reuse by the AGENCY or by others, acting through or on behalf of the AGENCY of any such instruments of service, not occurring, as a part of this SERVICE, shall be without liability or legal exposure to the CONSULTANT.

Any and all notices or requests required under this AGREEMENT shall be made in writing and sent to the other party by (i) certified mail, return receipt requested, or (ii) by email or facsimile, to the address set forth below:

If to AGENCY:

Name: Cus Arteaga
Agency: City of Grandview
Address: 207 W. Second Street
City: Grandview State: WA Zip: 99350
Email: carteaga@grandviewwa.us
Phone: 509-882-9200
Facsimile:

If to CONSULTANT:

Name: Michael T. Battle, PE, President
Agency: HLA Engineering and Land Surveying, Inc.
Address: 2803 River Road
City: Yakima State: WA Zip: 98902
Email: mbattle@hlacivil.com
Phone: 509-966-7000
Facsimile:

IV. Time for Beginning and Completion

The CONSULTANT shall not begin any work under the terms of this AGREEMENT until authorized in writing by the AGENCY. All work under this AGREEMENT shall conform to the criteria agreed upon detailed in the AGREEMENT documents. These SERVICES must be completed by the date shown in the heading of this AGREEMENT titled "Completion Date."

The established completion time shall not be extended because of any delays attributable to the CONSULTANT, but may be extended by the AGENCY in the event of a delay attributable to the AGENCY, or because of unavoidable delays caused by an act of GOD, governmental actions, or other conditions beyond the control of the CONSULTANT. A prior supplemental AGREEMENT issued by the AGENCY is required to extend the established completion time.

V. Payment Provisions

The CONSULTANT shall be paid by the AGENCY for completed SERVICES rendered under this AGREEMENT as provided hereinafter. Such payment shall be full compensation for SERVICES performed or SERVICES rendered and for all labor, materials, supplies, equipment, and incidentals necessary to complete SERVICES. The CONSULTANT shall conform to all applicable portions of 48 CFR Part 31 (www.ecfr.gov).

- A. Hourly Rates: Hourly rates are comprised of the following elements - Direct (Raw) Labor, Indirect Cost Rate, and Fee (Profit). The CONSULTANT shall be paid by the AGENCY for work done, based upon the negotiated hourly rates shown in Exhibits "D" and "E" attached hereto and by reference made part of this AGREEMENT. These negotiated hourly rates will be accepted based on a review of the CONSULTANT's direct labor rates and indirect cost rate computations and agreed upon fee. The accepted negotiated rates shall be memorialized in a final written acknowledgment between the parties. Such final written acknowledgment shall be incorporated into, and become a part of, this AGREEMENT. The initially accepted negotiated rates shall be applicable from the approval date, as memorialized in a final written acknowledgment, to 180 days following the CONSULTANT's fiscal year end (FYE) date.

The direct (raw) labor rates and classifications, as shown on Exhibits "D" and "E" shall be subject to renegotiations for each subsequent twelve (12) month period (180 days following FYE date to 180 days following FYE date) upon written request of the CONSULTANT or the AGENCY. The written request must be made to the other party within ninety (90) days following the CONSULTANT's FYE date. If no such written request is made, the current direct (raw) labor rates and classifications as shown on Exhibits "D" and "E" will remain in effect for the twelve (12) month period.

Conversely, if a timely request is made in the manner set forth above, the parties will commence negotiations to determine the new direct (raw) labor rates and classifications that will be applicable for the twelve (12) month period. Any agreed to renegotiated rates shall be memorialized in a final written acknowledgment between the parties. Such final written acknowledgment shall be incorporated into, and become a part of, this AGREEMENT. If requested, the CONSULTANT shall provide current payroll register and classifications to aid in negotiations. If the parties cannot reach an agreement on the direct (raw) labor rates and classifications, the AGENCY shall perform an audit of the CONSULTANT's books and records to determine the CONSULTANT's actual costs. The audit findings will establish the direct (raw) labor rates and classifications that will be applicable for the twelve (12) month period.

The fee as identified in Exhibits "D" and "E" shall represent a value to be applied throughout the life of the AGREEMENT.

The CONSULTANT shall submit annually to the AGENCY an updated indirect cost rate within 180 days of the close of its fiscal year. An approved updated indirect cost rate shall be included in the current fiscal year rate under this AGREEMENT, even if/when other components of the hourly rate are not renegotiated. These rates will be applicable for the twelve (12) month period. At the AGENCY's option, a provisional and/or conditional indirect cost rate may be negotiated. This provisional or conditional indirect rate shall remain in effect until the updated indirect cost rate is completed and approved. Indirect cost rate costs incurred during the provisional or conditional period will not be adjusted. The CONSULTANT may request an extension of the last approved indirect cost rate for the twelve (12) month period. These requests for provisional indirect cost rate and/or extension will be considered on a case-by-case basis, and if granted, will be memorialized in a final written acknowledgment.

The CONSULTANT shall maintain and have accessible support data for verification of the components of the hourly rates, i.e., direct (raw) labor, indirect cost rate, and fee (profit) percentage. The CONSULTANT shall bill each employee's actual classification, and actual salary plus indirect cost rate plus fee.

- A. **Direct Non-Salary Costs:** Direct Non-Salary Costs will be reimbursed at the actual cost to the CONSULTANT. These charges may include, but are not limited to, the following items: travel, printing, long distance telephone, supplies, computer charges, and fees of sub-consultants. Air or train travel will be reimbursed only to lowest price available, unless otherwise approved by the AGENCY. The CONSULTANT shall comply with the rules and regulations regarding travel costs (excluding air, train, and rental car costs) in accordance with the WSDOT's Accounting Manual M 13-82, Chapter 10 – Travel Rules and Procedures, and all revisions thereto. Air, train, and rental card costs shall be reimbursed in accordance with 48 Code of Federal Regulations (CFR) Part 31.205-46 "Travel Costs." The billing for Direct Non-salary Costs shall include an itemized listing of the charges directly identifiable with these SERVICES. The CONSULTANT shall maintain the original supporting documents in their office. Copies of the original supporting documents shall be supplied to the STATE upon request. All above charges must be necessary for the SERVICES provided under this AGREEMENT.
- B. **Maximum Amount Payable:** The Maximum Amount Payable by the AGENCY to the CONSULTANT under this AGREEMENT shall not exceed the amount shown in the heading of this AGREEMENT on page one (1.) The Maximum Amount Payable does not include payment for extra work as stipulated in section XIII, "Extra Work." No minimum amount payable is guaranteed under this AGREEMENT.
- C. **Monthly Progress Payments:** Progress payments may be claimed on a monthly basis for all costs authorized in A and B above. Detailed statements shall support the monthly billings for hours expended at the rates established in Exhibit "D," including names and classifications of all employees, and billings for all direct non-salary expenses. To provide a means of verifying the billed salary costs for the CONSULTANT's employees, the AGENCY may conduct employee interviews. These interviews may consist of recording the names, titles, salary rates, and present duties of those employees performing work on the SERVICES at the time of the interview.
- D. **Final Payment:** Final Payment of any balance due the CONSULTANT of the gross amount earned will be made promptly upon its verification by the AGENCY after the completion of the SERVICES under this AGREEMENT, contingent upon receipt of all PS&E, plans, maps, notes, reports, electronic data, and other related documents, which are required to be furnished under this AGREEMENT. Acceptance of such Final Payment by the CONSULTANT shall constitute a release of all claims for payment, which the CONSULTANT may have against the AGENCY unless such claims are specifically reserved in writing and transmitted to the AGENCY by the CONSULTANT prior to its acceptance. Said Final Payment shall not, however, be a bar to any claims that the AGENCY may have against the CONSULTANT or to any remedies the AGENCY may pursue with respect to such claims.

The payment of any billing will not constitute agreement as to the appropriateness of any item and at the time of final audit all required adjustments will be made and reflected in a final payment. In the event that such final audit reveals an overpayment to the CONSULTANT, the CONSULTANT will refund such overpayment to the AGENCY within thirty (30) calendar days of notice of the overpayment. Such refund shall not constitute a waiver by the CONSULTANT for any claims relating to the validity of a finding by the AGENCY of overpayment. Per WSDOT's "Audit Guide for Consultants," Chapter 23 "Resolution Procedures," the CONSULTANT has twenty (20) working days after receipt of the final Post Audit to begin the appeal process to the AGENCY for audit findings

E. **Inspection of Cost Records:** The CONSULTANT and their sub-consultants shall keep available for inspection by representatives of the AGENCY and the United States, for a period of six (6) years after receipt of final payment, the cost records and accounts pertaining to this AGREEMENT and all items related to or bearing upon these records with the following exception: if any litigation, claim or audit arising out of, in connection with, or related to this AGREEMENT is initiated before the expiration of the six (6) year period, the cost records and accounts shall be retained until such litigation, claim, or audit involving the records is completed. An interim or post audit may be performed on this AGREEMENT. The audit, if any, will be performed by the State Auditor, WSDOT's Internal Audit Office and /or at the request of the AGENCY's Project Manager.

VI. Sub-Contracting

The AGENCY permits subcontracts for those items of SERVICES as shown in Exhibit "A" attached hereto and by this reference made part of this AGREEMENT.

The CONSULTANT shall not subcontract for the performance of any SERVICE under this AGREEMENT without prior written permission of the AGENCY. No permission for subcontracting shall create, between the AGENCY and sub-consultant, any contract or any other relationship.

Compensation for this sub-consultant SERVICES shall be based on the cost factors shown on Exhibit "E" attached hereto and by this reference made part of this AGREEMENT.

The SERVICES of the sub-consultant shall not exceed its maximum amount payable identified in each sub consultant cost estimate unless a prior written approval has been issued by the AGENCY.

All reimbursable direct labor, indirect cost rate, direct non-salary costs and fee costs for the sub-consultant shall be negotiated and substantiated in accordance with section V "Payment Provisions" herein and shall be memorialized in a final written acknowledgment between the parties

All subcontracts shall contain all applicable provisions of this AGREEMENT, and the CONSULTANT shall require each sub-consultant or subcontractor, of any tier, to abide by the terms and conditions of this AGREEMENT. With respect to sub-consultant payment, the CONSULTANT shall comply with all applicable sections of the STATE's Prompt Payment laws as set forth in RCW 39.04.250 and RCW 39.76.011.

The CONSULTANT, sub-recipient, or sub-consultant shall not discriminate on the basis of race, color, national origin, or sex in the performance of this AGREEMENT. The CONSULTANT shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the CONSULTANT to carry out these requirements is a material breach of this AGREEMENT, which may result in the termination of this AGREEMENT or such other remedy as the recipient deems appropriate.

VII. Employment and Organizational Conflict of Interest

The CONSULTANT warrants that they have not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT, to solicit or secure this contract, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the CONSULTANT, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or making of this agreement. For breach or violation of this warrant, the AGENCY shall have the right to annul this AGREEMENT without liability or, in its discretion, to deduct from this AGREEMENT price or consideration or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

Any and all employees of the CONSULTANT or other persons while engaged in the performance of any work or services required of the CONSULTANT under this AGREEMENT, shall be considered employees of the CONSULTANT only and not of the AGENCY, and any and all claims that may arise under any Workmen's Compensation Act on behalf of said employees or other persons while so engaged, and any and all claims made by a third party as a consequence of any act or omission on the part of the CONSULTANT's employees or other persons while so engaged on any of the work or services provided to be rendered herein, shall be the sole obligation and responsibility of the CONSULTANT.

The CONSULTANT shall not engage, on a full- or part-time basis, or other basis, during the period of this AGREEMENT, any professional or technical personnel who are, or have been, at any time during the period of this AGREEMENT, in the employ of the United States Department of Transportation or the AGENCY, except regularly retired employees, without written consent of the public employer of such person if he/she will be working on this AGREEMENT for the CONSULTANT.

Agreement Number:

VIII. Nondiscrimination

During the performance of this AGREEMENT, the CONSULTANT, for itself, its assignees, sub-consultants, subcontractors and successors in interest, agrees to comply with the following laws and regulations:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. Chapter 21 Subchapter V § 2000d through 2000d-4a)
- Federal-aid Highway Act of 1973 (23 U.S.C. Chapter 3 § 324)
- Rehabilitation Act of 1973 (29 U.S.C. Chapter 16 Subchapter V § 794)
- Age Discrimination Act of 1975 (42 U.S.C. Chapter 76 § 6101 *et. seq.*)
- Civil Rights Restoration Act of 1987 (Public Law 100-259)
- American with Disabilities Act of 1990 (42 U.S.C. Chapter 126 § 12101 *et. seq.*)
- 23 CFR Part 200
- 49 CFR Part 21
- 49 CFR Part 26
- RCW 49.60.180

In relation to Title VI of the Civil Rights Act of 1964, the CONSULTANT is bound by the provisions of Exhibit "F" attached hereto and by this reference made part of this AGREEMENT, and shall include the attached Exhibit "F" in every sub-contract, including procurement of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto.

IX. Termination of Agreement

The right is reserved by the AGENCY to terminate this AGREEMENT at any time with or without cause upon ten (10) days written notice to the CONSULTANT.

In the event this AGREEMENT is terminated by the AGENCY, other than for default on the part of the CONSULTANT, a final payment shall be made to the CONSULTANT for actual hours charged at the time of termination of this AGREEMENT, plus any direct non-salary costs incurred up to the time of termination of this AGREEMENT.

No payment shall be made for any SERVICES completed after ten (10) days following receipt by the CONSULTANT of the notice to terminate. If the accumulated payment made to the CONSULTANT prior to Notice of Termination exceeds the total amount that would be due when computed as set forth in paragraph two (2) of this section, then no final payment shall be due and the CONSULTANT shall immediately reimburse the AGENCY for any excess paid.

If the services of the CONSULTANT are terminated by the AGENCY for default on the part of the CONSULTANT, the above formula for payment shall not apply.

In the event of a termination for default, the amount to be paid to the CONSULTANT shall be determined by the AGENCY with consideration given to the actual costs incurred by the CONSULTANT in performing SERVICES to the date of termination, the amount of SERVICES originally required which was satisfactorily completed to date of termination, whether that SERVICE is in a form or a type which is usable to the AGENCY at the time of termination, the cost to the AGENCY of employing another firm to complete the SERVICES required and the time which may be required to do so, and other factors which affect the value to the AGENCY of the SERVICES performed at the time of termination. Under no circumstances shall payment made under this subsection exceed the amount, which would have been made using the formula set forth in paragraph two (2) of this section.

If it is determined for any reason, that the CONSULTANT was not in default or that the CONSULTANT's failure to perform is without the CONSULTANT's or its employee's fault or negligence, the termination shall be deemed to be a termination for the convenience of the AGENCY. In such an event, the CONSULTANT would be reimbursed for actual costs in accordance with the termination for other than default clauses listed previously.

The CONSULTANT shall, within 15 days, notify the AGENCY in writing, in the event of the death of any member, partner, or officer of the CONSULTANT or the death or change of any of the CONSULTANT's supervisory and/or other key personnel assigned to the project or disaffiliation of any principally involved CONSULTANT employee.

The CONSULTANT shall also notify the AGENCY, in writing, in the event of the sale or transfer of 50% or more of the beneficial ownership of the CONSULTANT within 15 days of such sale or transfer occurring. The CONSULTANT shall continue to be obligated to complete the SERVICES under the terms of this AGREEMENT unless the AGENCY chooses to terminate this AGREEMENT for convenience or chooses to renegotiate any term(s) of this AGREEMENT. If termination for convenience occurs, final payment will be made to the CONSULTANT as set forth in the second and third paragraphs of this section.

Payment for any part of the SERVICES by the AGENCY shall not constitute a waiver by the AGENCY of any remedies of any type it may have against the CONSULTANT for any breach of this AGREEMENT by the CONSULTANT, or for failure of the CONSULTANT to perform SERVICES required of it by the AGENCY.

Forbearance of any rights under the AGREEMENT will not constitute waiver of entitlement to exercise those rights with respect to any future act or omission by the CONSULTANT.

X. Changes of Work

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

XI. Disputes

Any disputed issue not resolved pursuant to the terms of this AGREEMENT shall be submitted in writing within 10 days to the Director of Public Works or AGENCY Engineer, whose decision in the matter shall be final and binding on the parties of this AGREEMENT; provided however, that if an action is brought challenging the Director of Public Works or AGENCY Engineer's decision, that decision shall be subject to judicial review. If the parties to this AGREEMENT mutually agree, disputes concerning alleged design errors will be conducted under the procedures found in Exhibit "J". In the event that either party deem it necessary to institute legal action or proceeding to enforce any right or obligation under this AGREEMENT, this action shall be initiated in the Superior Court of the State of Washington, situated in the county in which the AGENCY is located. The parties hereto agree that all questions shall be resolved by application of Washington law and that the parties have the right of appeal from such decisions of the Superior Court in accordance with the laws of the State of Washington. The CONSULTANT hereby consents to the personal jurisdiction of the Superior Court of the State of Washington, situated in the county in which the AGENCY is located.

XII. Legal Relations

The CONSULTANT, any sub-consultants, and the AGENCY shall comply with all Federal, State, and local laws, rules, codes, regulations and all AGENCY policies and directives, applicable to the work to be performed under this AGREEMENT. This AGREEMENT shall be interpreted and construed in accordance with the laws of the State of Washington.

The CONSULTANT shall defend, indemnify, and hold the State of Washington (STATE) and the AGENCY and their officers and employees harmless from all claims, demands, or suits at law or equity arising in whole or in part from the negligence of, or the breach of any obligation under this AGREEMENT by, the CONSULTANT or the CONSULTANT's agents, employees, sub consultants, subcontractors or vendors, of any tier, or any other persons for whom the CONSULTANT may be legally liable; provided that nothing herein shall require a CONSULTANT

to defend or indemnify the STATE and the AGENCY and their officers and employees against and hold harmless the STATE and the AGENCY and their officers and employees from claims, demands or suits based solely upon the negligence of, or breach of any obligation under this AGREEMENT by the STATE and the AGENCY, their agents, officers, employees, sub-consultants, subcontractors or vendors, of any tier, or any other persons for whom the STATE and /or the AGENCY may be legally liable; and provided further that if the claims or suits are caused by or result from the concurrent negligence of (a) the CONSULTANT or the CONSULTANT's agents, employees, sub-consultants, subcontractors or vendors, of any tier, or any other persons for whom the CONSULTANT is legally liable, and (b) the STATE and/or AGENCY, their agents, officers, employees, sub-consultants, subcontractors and or vendors, of any tier, or any other persons for whom the STATE and/or AGENCY may be legally liable, the defense and indemnity obligation shall be valid and enforceable only to the extent of the CONSULTANT's negligence or the negligence of the CONSULTANT's agents, employees, sub-consultants, subcontractors or vendors, of any tier, or any other persons for whom the CONSULTANT may be legally liable. This provision shall be included in any AGREEMENT between CONSULTANT and any sub-consultant, subcontractor and vendor, of any tier.

The CONSULTANT shall also defend, indemnify, and hold the STATE and the AGENCY and their officers and employees harmless from all claims, demands, or suits at law or equity arising in whole or in part from the alleged patent or copyright infringement or other allegedly improper appropriation or use of trade secrets, patents, proprietary information, know-how, copyright rights or inventions by the CONSULTANT or the CONSULTANT's agents, employees, sub-consultants, subcontractors or vendors, of any tier, or any other persons for whom the CONSULTANT may be legally liable, in performance of the Work under this AGREEMENT or arising out of any use in connection with the AGREEMENT of methods, processes, designs, information or other items furnished or communicated to STATE and/or the AGENCY, their agents, officers and employees pursuant to the AGREEMENT; provided that this indemnity shall not apply to any alleged patent or copyright infringement or other allegedly improper appropriation or use of trade secrets, patents, proprietary information, know-how, copyright rights or inventions resulting from STATE and/or AGENCY's, their agents', officers and employees' failure to comply with specific written instructions regarding use provided to STATE and/or AGENCY, their agents, officers and employees by the CONSULTANT, its agents, employees, sub-consultants, subcontractors or vendors, of any tier, or any other persons for whom the CONSULTANT may be legally liable.

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

Notwithstanding any determination by the Executive Ethics Board or other tribunal, the AGENCY may, in its sole discretion, by written notice to the CONSULTANT terminate this AGREEMENT if it is found after due notice and examination by the AGENCY that there is a violation of the Ethics in Public Service Act, Chapter 42.52 RCW; or any similar statute involving the CONSULTANT in the procurement of, or performance under, this AGREEMENT.

The CONSULTANT specifically assumes potential liability for actions brought by the CONSULTANT's own employees or its agents against the STATE and/or the AGENCY and, solely for the purpose of this indemnification and defense, the CONSULTANT specifically waives any immunity under the state industrial insurance law, Title 51 RCW. The Parties have mutually negotiated this waiver.

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

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

Insurance Coverage

- A. Worker's compensation and employer's liability insurance as required by the STATE.
- B. Commercial general liability insurance written under ISO Form CG 00 01 12 04 or its equivalent with minimum limits of one million dollars (\$1,000,000.00) per occurrence and two million dollars (\$2,000,000.00) in the aggregate for each policy period.
- C. Business auto liability insurance written under ISO Form CG 00 01 10 01 or equivalent providing coverage for any "Auto" (Symbol 1) used in an amount not less than a one million dollar (\$1,000,000.00) combined single limit for each occurrence.

Excepting the Worker's Compensation Insurance and any Professional Liability Insurance, the STATE and AGENCY, their officers, employees, and agents will be named on all policies of CONSULTANT and any sub-consultant and/or subcontractor as an additional insured (the "AIs"), with no restrictions or limitations concerning products and completed operations coverage. This coverage shall be primary coverage and non-contributory and any coverage maintained by the AIs shall be excess over, and shall not contribute with, the additional insured coverage required hereunder. The CONSULTANT's and the sub-consultant's and/or subcontractor's insurer shall waive any and all rights of subrogation against the AIs. The CONSULTANT shall furnish the AGENCY with verification of insurance and endorsements required by this AGREEMENT. The AGENCY reserves the right to require complete, certified copies of all required insurance policies at any time.

All insurance shall be obtained from an insurance company authorized to do business in the State of Washington. The CONSULTANT shall submit a verification of insurance as outlined above within fourteen (14) days of the execution of this AGREEMENT to:

Name: Cus Arteaga
Agency: City of Grandview
Address: 207 W. Second Street
City: Grandview State: WA Zip: 99350
Email: carteaga@grandviewwa.us
Phone: 509-882-9200
Facsimile:

No cancellation of the foregoing policies shall be effective without thirty (30) days prior notice to the AGENCY.

The CONSULTANT's professional liability to the AGENCY, including that which may arise in reference to section IX "Termination of Agreement" of this AGREEMENT, shall be limited to the accumulative amount of the authorized AGREEMENT or one million dollars (\$1,000,000.00), whichever is greater, unless the limit of liability is increased by the AGENCY pursuant to Exhibit H. In no case shall the CONSULTANT's professional liability to third parties be limited in any way.

The parties enter into this AGREEMENT for the sole benefit of the parties, and to the exclusion of any third party, and no third party beneficiary is intended or created by the execution of this AGREEMENT.

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

XIII. Extra Work

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

XIV. Endorsement of Plans

If applicable, the CONSULTANT shall place their endorsement on all plans, estimates, or any other engineering data furnished by them.

XV. Federal Review

The Federal Highway Administration shall have the right to participate in the review or examination of the SERVICES in progress.

XVI. Certification of the Consultant and the Agency

Attached hereto as Exhibit "G-1(a and b)" are the Certifications of the CONSULTANT and the AGENCY, Exhibit "G-2" Certification Regarding Debarment, Suspension and Other Responsibility Matters - Primary Covered Transactions, Exhibit "G-3" Certification Regarding the Restrictions of the Use of Federal Funds for Lobbying and Exhibit "G-4" Certificate of Current Cost or Pricing Data. Exhibit "G-3" is required only in AGREEMENTS over one hundred thousand dollars (\$100,000.00) and Exhibit "G-4" is required only in AGREEMENTS over five hundred thousand dollars (\$500,000.00.) These Exhibits must be executed by the CONSULTANT, and submitted with the master AGREEMENT, and returned to the AGENCY at the address listed in section III "General Requirements" prior to its performance of any SERVICES under this AGREEMENT.

XVII. Complete Agreement

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

XVIII. Execution and Acceptance

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

XIX. Protection of Confidential Information

The CONSULTANT acknowledges that some of the material and information that may come into its possession or knowledge in connection with this AGREEMENT or its performance may consist of information that is exempt from disclosure to the public or other unauthorized persons under either chapter 42.56 RCW or other local, state, or federal statutes ("State's Confidential Information"). The "State's Confidential Information" includes, but is not limited to, names, addresses, Social Security numbers, e-mail addresses, telephone numbers, financial profiles credit card information, driver's license numbers, medical data, law enforcement records (or any other information identifiable to an individual), STATE and AGENCY source code or object code, STATE and AGENCY security data, non-public Specifications, STATE and AGENCY non-publicly available data, proprietary software, STATE and AGENCY security data, or information which may jeopardize any part of the project that relates to any of these types of information. The CONSULTANT agrees to hold the State's Confidential Information in strictest confidence and not to make use of the State's Confidential Information for any purpose other than the performance of this AGREEMENT, to release it only to authorized employees, sub-consultants or subcontractors requiring such information for the purposes of carrying out this AGREEMENT, and not to release, divulge, publish, transfer, sell, disclose, or otherwise make it known to any other party without the AGENCY's express written consent or as provided by law. The CONSULTANT agrees to release such information or material only to employees, sub-consultants or subcontractors who have signed a nondisclosure AGREEMENT, the terms of which have been previously approved by the AGENCY. The CONSULTANT agrees to implement physical, electronic, and managerial safeguards to prevent unauthorized access to the State's Confidential Information.

Immediately upon expiration or termination of this AGREEMENT, the CONSULTANT shall, at the AGENCY's option: (i) certify to the AGENCY that the CONSULTANT has destroyed all of the State's Confidential Information; or (ii) returned all of the State's Confidential Information to the AGENCY; or (iii) take whatever other steps the AGENCY requires of the CONSULTANT to protect the State's Confidential Information.

As required under Executive Order 00-03, the CONSULTANT shall maintain a log documenting the following: the State's Confidential Information received in the performance of this AGREEMENT; the purpose(s) for which the State's Confidential Information was received; who received, maintained, and used the State's Confidential Information; and the final disposition of the State's Confidential Information. The CONSULTANT's records shall be subject to inspection, review, or audit upon reasonable notice from the AGENCY.

The AGENCY reserves the right to monitor, audit, or investigate the use of the State's Confidential Information collected, used, or acquired by the CONSULTANT through this AGREEMENT. The monitoring, auditing, or investigating may include, but is not limited to, salting databases.

Violation of this section by the CONSULTANT or its sub-consultants or subcontractors may result in termination of this AGREEMENT and demand for return of all State's Confidential Information, monetary damages, or penalties

It is understood and acknowledged that the CONSULTANT may provide the AGENCY with information, which is proprietary and/or confidential during the term of this AGREEMENT. The parties agree to maintain the confidentiality of such information during the term of this AGREEMENT and afterwards. All materials containing such proprietary and/or confidential information shall be clearly identified and marked as "Confidential" and shall be returned to the disclosing party at the conclusion of the SERVICES under this AGREEMENT.

The CONSULTANT shall provide the AGENCY with a list of all information and materials it considers confidential and/or proprietary in nature: (a) at the commencement of the term of this AGREEMENT, or (b) as soon as such confidential or proprietary material is developed. "Proprietary and/or confidential information" is not meant to include any information which, at the time of its disclosure: (i) is already known to the other party; (ii) is rightfully disclosed to one of the parties by a third party that is not acting as an agent or representative for the other party; (iii) is independently developed by or for the other party; (iv) is publicly known; or (v) is generally utilized by unaffiliated third parties engaged in the same business or businesses as the CONSULTANT.

The parties also acknowledge that the AGENCY is subject to Washington State and federal public disclosure laws. As such, the AGENCY shall maintain the confidentiality of all such information marked proprietary and or confidential or otherwise exempt, unless such disclosure is required under applicable state or federal law. If a public disclosure request is made to view materials identified as "Proprietary and/or confidential information" or otherwise exempt information, the AGENCY will notify the CONSULTANT of the request and of the date that such records will be released to the requester unless the CONSULTANT obtains a court order from a court of competent jurisdiction enjoining that disclosure. If the CONSULTANT fails to obtain the court order enjoining disclosure, the AGENCY will release the requested information on the date specified.

The CONSULTANT agrees to notify the sub-consultant of any AGENCY communication regarding disclosure that may include a sub-consultant's proprietary and/or confidential information. The CONSULTANT notification to the sub-consultant will include the date that such records will be released by the AGENCY to the requester and state that unless the sub-consultant obtains a court order from a court of competent jurisdiction enjoining that disclosure the AGENCY will release the requested information. If the CONSULTANT and/or sub-consultant fail to obtain a court order or other judicial relief enjoining the AGENCY by the release date, the CONSULTANT shall waive and release and shall hold harmless and indemnify the AGENCY from all claims of actual or alleged damages, liabilities, or costs associated with the AGENCY's said disclosure of sub-consultants' information.

XX. Records Maintenance

During the progress of the Work and SERVICES provided hereunder and for a period of not less than six (6) years from the date of final payment to the CONSULTANT, the CONSULTANT shall keep, retain, and maintain all "documents" pertaining to the SERVICES provided pursuant to this AGREEMENT. Copies of all "documents" pertaining to the SERVICES provided hereunder shall be made available for review at the CONSULTANT's place of business during normal working hours. If any litigation, claim, or audit is commenced, the CONSULTANT shall cooperate with AGENCY and assist in the production of all such documents. "Documents" shall be retained until all litigation, claims or audit findings have been resolved even though such litigation, claim, or audit continues past the six (6) year retention period.

For purposes of this AGREEMENT, "documents" means every writing or record of every type and description, including electronically stored information ("ESI"), that is in the possession, control, or custody of the CONSULTANT, including, without limitation, any and all correspondences, contracts, AGREEMENTs, appraisals, plans, designs, data, surveys, maps, spreadsheets, memoranda, stenographic or handwritten notes, reports, records, telegrams, schedules, diaries, notebooks, logbooks, invoices, accounting records, work sheets, charts, notes, drafts, scribbles, recordings, visual displays, photographs, minutes of meetings, tabulations, computations, summaries, inventories, and writings regarding conferences, conversations or telephone conversations, and any and all other taped, recorded, written, printed or typed matters of any kind or description; every copy of the foregoing whether or not the original is in the possession, custody, or control of the CONSULTANT, and every copy of any of the foregoing, whether or not such copy is a copy identical to an original, or whether or not such copy contains any commentary or notation whatsoever that does not appear on the original.

For purposes of this AGREEMENT, "ESI" means any and all computer data or electronic recorded media of any kind, including "Native Files", that are stored in any medium from which it can be retrieved and examined, either directly or after translation into a reasonably useable form. ESI may include information and/or documentation stored in various software programs such as Email, Outlook, Word, Excel, Access, Publisher, PowerPoint, Adobe Acrobat, SQL databases, or any other software or electronic communication programs or databases that the CONSULTANT may use in the performance of its operations. ESI may be located on network servers, backup tapes, smart phones, thumb drives, CDs, DVDs, floppy disks, work computers, cell phones, laptops, or any other electronic device that CONSULTANT uses in the performance of its Work or SERVICES hereunder, including any personal devices used by the CONSULTANT or any sub-consultant at home.

"Native files" are a subset of ESI and refer to the electronic format of the application in which such ESI is normally created, viewed, and /or modified

The CONSULTANT shall include this section XX "Records Maintenance" in every subcontract it enters into in relation to this AGREEMENT and bind the sub-consultant to its terms, unless expressly agreed to otherwise in writing by the AGENCY prior to the execution of such subcontract.

In witness whereof, the parties hereto have executed this AGREEMENT as of the day and year shown in the "Execution Date" box on page one (1) of this AGREEMENT.

Signature

Date

Signature

Date



Any modification, change, or reformation of this AGREEMENT shall require approval as to form by the Office of the Attorney General.

Exhibit A Scope of Work

Project No. 23119E

1. Provide complete PROJECT management to deliver the PROJECT within mutually determined expectations.
 2. Attend meetings with the AGENCY to address technical aspects of the work related to scope, design, and schedule of the PROJECT. Up to two (2) meetings are anticipated.
 3. Prepare environmental documents including: SEPA, APE, and NEPA CE.
 4. Perform field investigations necessary to design the identified improvements.
 5. Conduct a topographic survey of the PROJECT area as required to complete design, plans, and specifications, including call for utility locates.
 6. Prepare preliminary plans and a cost estimate of improvements for review and approval by the AGENCY.
 7. Notify private utilities of pending improvements.
 8. Based on approved preliminary engineering plans, perform and present design to AGENCY at 60% and 90% completion for final coordination.
 9. Perform quality control and assurance review of all final documents.
 10. Prepare Engineer's cost estimate.
 11. Provide final plans and specifications to the AGENCY in electronic format suitable for printing and use at time of bid advertisement.
 12. Prepare all documentation necessary to request CN funding obligation.
 13. Complete all federal funding reimbursement requests.
 14. Prepare advertisement for bids. Coordinate with AGENCY on number and location of publications. (all advertisement fees to be paid by AGENCY.)
 15. Distribute contract documents and maintain a planholders list.
 16. Answer and supply information as requested by prospective bidders.
 17. Prepare and issue addenda, if necessary.
 18. Attend and participate in the bid opening and evaluation process.
 19. Provide bid tabulation summary.
 20. Provide recommendation of award letter.
 21. Subcontract for railroad equipment design.
- Assumptions:
1. Work does not include design/replacement of existing utilities.
 2. All improvements shall be accommodated within existing public right of way/easements.

Exhibit B

DBE Participation Plan

In the absence of a mandatory DBE goal, a voluntary SBE goal amount of ten percent of the Consultant Agreement is established. The Consultant shall develop a SBE Participation Plan prior to commencing work. Although the goal is voluntary, the outreach efforts to provide SBE maximum practicable opportunities are not.

This project requires a mandatory DBE goal of 14% for consultants Design Engineering.

Total Design Engineering consultant fee for the Section 130 funded project and the locally funded project is \$156,400.

Railroad equipment design will be performed by PH Consulting LLC of Tacoma, WA (DBE Cert. # D5M0024799) in the amount of \$56,444.

14% DBE Goal = \$21,896

Preparation and Delivery of Electronic Engineering and Other Data

In this Exhibit the agency, as applicable, is to provide a description of the format and standards the consultant is to use in preparing electronic files for transmission to the agency. The format and standards to be provided may include, but are not limited to, the following:

I Surveying, Roadway Design & Plans Preparation Section

A. Survey Data

Will be on file at Engineer's Office.

B. Roadway Design Files

Will be on file at Engineer's Office.

C. Computer Aided Drafting Files

Will be on file at Engineer's Office.

D. Specify the Agency's Right to Review Product with the Consultant

The Agency will review the product following preliminary plan completion and prior to final plan completion.

E. Specify the Electronic Deliverables to Be Provided to the Agency

Contract Documents

F. Specify What Agency Furnished Services and Information Is to Be Provided

A. Provide full information as to Agency requirements of the project.

B. Assist consultant by placing at their disposal all available information pertinent to the site of the project including previous reports, drawings, plats, surveys, utility records, and any other data relative to design and construction of the project.

C. Examine all studies, reports, sketches, estimates, specifications, drawings, proposals, and other documents presented by consultant, and render in writing decisions pertaining thereto within a reasonable time so as not to delay the work of the consultant.

D. Obtain approval of all governmental authorities having jurisdiction over the project, and such approvals and consents from such other individuals or bodies as may be necessary for completion of the project. Pay all review fees and costs associated with obtaining such approvals.

E. Pay for project bid advertisement costs.

F. Execute CN funding obligation package.

G. Process all federal funding reimbursement requests.

II Any Other Electronic Files to Be Provided

Will be on file at Engineer's Office

III Methods to Electronically Exchange Data

Microsoft OneDrive administered through consultant's office, or other FTP site software.

A. Agency Software Suite

N/A

B. Electronic Messaging System

N/A

C. File Transfers Format

N/A

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

Project: Stover Road Railroad Crossing
 Design Services

Direct Salary Cost (DSC):

<u>Classification</u>	<u>Man Hours</u>	x	<u>Rate</u>	=	<u>Cost (\$)</u>	
<u>Senior Principal Engineer</u>	<u>24</u>	x	<u>\$250.00</u>	=	<u>\$6,000.00</u>	
<u>Licensed Professional Engineer</u>	<u>120</u>	x	<u>\$201.00</u>	=	<u>\$24,120.00</u>	
<u>Licensed Professional Land Surveyor</u>	<u>8</u>	x	<u>\$181.00</u>	=	<u>\$1,448.00</u>	
<u>Project Engineer I</u>	<u>180</u>	x	<u>\$165.00</u>	=	<u>\$29,700.00</u>	
<u>Surveyor on Two Man Crew</u>	<u>100</u>	x	<u>\$128.00</u>	=	<u>\$12,800.00</u>	
<u>Contract Administrator III</u>	<u>86</u>	x	<u>\$151.00</u>	=	<u>\$12,986.00</u>	
<u>Administrative/Clerical</u>	<u>70</u>	x	<u>\$97.00</u>	=	<u>\$6,790.00</u>	
Total					=	<u>\$93,844.00</u>

Overhead (OH Cost - including Salary Additives):

OH Rate x DSC 0.00% x \$93,844.00 = \$0.00

Fixed Fee (FF):

FF Rate x DSC 0.00% x \$93,844.00 = \$0.00

Reimbursables:

Printing					\$522.50
Subconsultant					\$56,444.00
CA and State					\$5,000.00
Mileage (\$0.655/mile)	900	x	\$0.66	=	<u>\$589.50</u>
					\$62,556.00

Grand Total **\$156,400.00**

Prepared by: Stephen S. Hazzard, PE

Date: 5/16/2023

EXHIBIT D-2

SCHEDULE OF RATES

FOR

HLA Engineering and Land Surveying, Inc.

Effective January 1, 2023, through December 31, 2023

Senior Principal Engineer	\$250.00 per hour
Licensed Principal Engineer	\$223.00 per hour
Licensed Principal Land Surveyor	\$223.00 per hour
Licensed Professional Engineer	\$201.00 per hour
Other Licensed Professional	\$201.00 per hour
Project Engineer II	\$184.00 per hour
Licensed Professional Land Surveyor	\$181.00 per hour
Project Engineer I	\$165.00 per hour
Contract Administrator III	\$151.00 per hour
Senior Planner	\$149.00 per hour
CAD Technician	\$145.00 per hour
Engineering Technician III	\$136.00 per hour
Planner	\$136.00 per hour
Resident Engineer	\$136.00 per hour
Surveyor	\$134.00 per hour
Surveyor on Two Man Crew	\$128.00 per hour
Contract Administrator II	\$126.00 per hour
Engineering Technician II	\$117.00 per hour
Surveyor on Three Man Crew	\$112.00 per hour
Contract Administrator I	\$97.00 per hour
Engineering Technician I	\$97.00 per hour
Administrative/Clerical	\$97.00 per hour
Vehicle Mileage	Federal Rate

EXHIBIT D-2
SCHEDULE OF RATES
FOR

HLA Engineering and Land Surveying, Inc.

Effective January 1, 2024, through December 31, 2024

Senior Principal Engineer	\$263.00 per hour
Licensed Principal Engineer	\$235.00 per hour
Licensed Principal Land Surveyor	\$235.00 per hour
Licensed Professional Engineer	\$212.00 per hour
Other Licensed Professional	\$212.00 per hour
Project Engineer II	\$194.00 per hour
Construction Supervisor	\$194.00 per hour
Licensed Professional Land Surveyor	\$191.00 per hour
Project Engineer I	\$174.00 per hour
Contract Administrator III	\$159.00 per hour
Senior Resident Engineer	\$159.00 per hour
Senior Planner	\$157.00 per hour
CAD Technician	\$153.00 per hour
Engineering Technician III	\$143.00 per hour
Planner	\$143.00 per hour
Resident Engineer	\$143.00 per hour
Surveyor	\$141.00 per hour
Surveyor on Two Man Crew	\$135.00 per hour
Contract Administrator II	\$133.00 per hour
Engineering Technician II	\$123.00 per hour
Surveyor on Three Man Crew	\$118.00 per hour
Contract Administrator I	\$102.00 per hour
Engineering Technician I	\$102.00 per hour
Administrative/Clerical	\$102.00 per hour
Vehicle Mileage	Federal Rate

Exhibit D
Prime Consultant Cost Computations

See attached D-1 and D-2.

Exhibit E
Sub-consultant Cost Computations

If no sub-consultant participation listed at this time. The CONSULTANT shall not sub-contract for the performance of any work under this AGREEMENT without prior written permission of the AGENCY. Refer to section VI "Sub-Contracting" of this AGREEMENT.

PH Consulting LLC will complete railroad equipment design as a subconsultant for HLA Engineering.

See attached proposal from PH Consulting.

Exhibit E

Stover Road Rail Crossing

Scope of Services

Introduction

During the term of this AGREEMENT, PH Consulting LLC (PHC) shall perform professional services for HLA Engineering & Land Surveying (HLA) in support of the Stover Road Rail Crossing Project for the City of Grandview (CITY).

Project Description

Stover Road Rail Crossing

This project will upgrade the current active protection to the latest technology providing more reliable activation of the railroad signals and gates. Upgrades the track circuitry to Constant Warning Time. Upgrades pedestrian and bike facilities. Installs guard rails to protect from striking signal infrastructure. Installs fencing near the crossing to deter pedestrians on the Lower Yakima Valley Pathway from cutting across tracks.

This Scope of Work is for the Stover Road Rail Crossing (Project). This scope includes Railroad Coordination & Permitting support, data collection, site reconnaissance, preliminary engineering, and final design (including plans, specifications, and estimates).

The following Design Standards and References (as of execution of the agreement) are to be followed during the development of the project. If changes to the Design Standards and References occur after project work starts, except as noted in the list below where updated standards are currently in process, resulting in needed revisions to any deliverable, PHC may seek additional compensation to bring deliverables in-line with updated Design Standards and References.

- City of Grandview Design & Construction Standards (latest editions)
- Current Washington State Department of Transportation (WSDOT) Standard Specifications for Road, Bridge, and Municipal Construction.
- WSDOT Local Agency Guidelines (LAG).
- Manual on Uniform Traffic Control Devices for Streets and Highways (latest edition).
- A Policy on Geometric Design of Highways and Streets (i.e. AASHTO 'Green Book') (latest edition).
- WSDOT Standard Plans as required (latest edition).
- PROWAG, 2011
- Current edition of ITE Standards
- Federal ITS Architecture, latest edition
- National Electric Code (Latest Edition)

The plans and special provisions shall be prepared in accordance with the City's standards.

Assumptions

The following general assumptions have been made in developing the Scope of Work and Budget for the Project. Additional detail has been included in the task descriptions contained in the remainder of the Scope of Work.

General Assumptions

1. The AGREEMENT has an anticipated start date of June 5, 2023, and is anticipated to have a duration of 12 months. PHC'S ability to meet the completion date is contingent upon timely receipt of information from HLA, CITY, and others and provided the scope proceeds as outlined and within the timeframe above.
2. In providing opinions of cost, financial analyses, economic feasibility projections, and schedules for the project, PHC will have no control over cost or price of labor and materials; unknown or latent conditions of existing equipment or structures that might affect operation or maintenance costs; competitive bidding procedures and market conditions; time or quality of performance by operating personnel or third parties; and other economic and operational factors that might materially affect the ultimate project cost or schedule. PHC, therefore, will not warranty that the actual project costs, financial aspects, economic feasibility, or schedules will not vary from PHC's opinions, analyses, projections, or estimates.
3. Drawings will be produced using AutoCAD 2023 format. PHC shall be responsible for resolving any conversion issues and ensuring that submitted electronic files adhere to CITY standards.
4. Unless otherwise noted, all project deliverables are items that are to be submitted by PHC to the HLA. Unless otherwise directed by HLA, PHC will first prepare a draft version of the deliverable and submit it for review and comment. PHC shall address any comments, make revisions, and re-submit the final version, except for plan submittals for which PHC will submit revisions with the next planned submittal. HLA will provide one consolidated set of CITY review comments to PHC.
5. Person-hour estimates assume the scope elements described below and the number of sheets as shown in the sheet list provided in Attachment 1 based on PHC's current knowledge of the project scope and that one contract bid package will be prepared representing all work items associated with the project.
6. While at the project site, PHC is not responsible for the health and safety of others, other than PHC's own personnel and is not responsible for those duties that belong to the CITY and/or other entities, and do not relieve the CITY and / or other entity of their obligations, duties, and responsibilities.
7. HLA will provide to PHC all data available and in its possession relating to PHC's services on the Project. PHC will reasonably rely upon the accuracy, timeliness, and completeness of the information provided by HLA only to the extent directed by HLA.
8. The standard of care applicable to PHC's Services will be the degree of skill and diligence normally employed by professional engineers or PHCs performing the same or similar Services at the time said services are performed. PHC will re-perform any services not meeting this standard without additional compensation.
9. Any required Permit/Application fees will be paid by HLA or City.
10. PIF Documentation will be provided by HLA. PH will submit list of identified sole source signal equipment to HLA.

1. Project Coordination and Reporting

This task will be continuous throughout the Project duration. It will include the work necessary to set up and plan the Project and establish project-specific procedures, including communication, quality control (QC), overall Project coordination with HLA and Project team, and Project closeout. Components of this work include planning the Project, executing the Project, managing change, and closing the Project.

Assumption(s):

- Project duration is assumed to be 12 months.
- HLA will perform all WSDOT/FHWA, property owner, and private utility coordination necessary for the project.
- HLA will be responsible for preparing meeting agendas, documentation, and confirming action items.

Project Coordination

PHC will coordinate with HLA on a regular basis to keep HLA's project manager informed about project issues and schedule. PH will assist in scheduling project related meetings, review, and other coordination activities needed to keep the project moving forward. Communication shall occur on a weekly basis at a frequency consistent with the overall progress of the project.

Deliverable(s):

- Correspondence Diary,
- Project Contact List

Project Monitoring, Progress Reporting, and Invoicing

Project monitoring shall include project resource scheduling, preparation of a monthly progress report and a monthly billing statement. The monthly progress report shall summarize work completed during the reporting period; issues addressed, and anticipated issues during the next reporting period. Regular e-mail correspondence is anticipated between the project team members to ensure timely response to issues and maintenance of the overall schedule. Additionally, since this is a federally funded project monthly reporting will be required through the WSDOT Diversity Management and Compliance System (DMCS).

Deliverable(s):

- Monthly Progress Reports
- Monthly Billing Statements
- Monthly DMCS Reporting

Project Team Meetings

PHC will have internal project coordination meetings throughout the duration of the Project. One (1) hour Virtual Team meetings are estimated to be needed on a bi-weekly basis with HLA throughout the duration of the Project; unless the Project is in a CITY review phase and team meetings are not warranted. This task also provides for coordination of technical issues with CITY staff and the coordination and resolution of review comments. Up to four (4) meetings including two (2) on-site meetings with the City of Grandview are assumed as follows;

- Project Kickoff Meeting (on-site), 30% Plan Field Review Meeting (on-site), 60% Comment Review meeting (Virtual), 90% Comment Review meeting (Virtual)

Deliverable(s):

- Meeting Notes

2. Railroad Coordination & Permitting

The railroad coordination and permitting task includes preparation and coordination of UTC Grade Crossing Modification Petition approval, preparation and coordination of construction agreement with railroad, preparation of pre-emption calculations/request forms and approvals with railroad/WSDOT. Three (3) virtual review meetings are included with railroad and three (3) virtual review meetings are included for WSDOT/UTC review coordination.

Assumption(s):

- WSDOT forms will be used for Pre-Emption Calculations. Railroad forms will be used for timing requests.
- Railroad will provide standard construction agreement boilerplate.

Deliverable(s):

- UTC Petition (signature ready)
- Railroad Construction Agreement (Draft & Final)
- Pre-Emption Calculation Form w/ Layout Exhibit (Draft & Final)
- Pre-Emption Timings Request Form (Draft & Final)

3. Preliminary Design (30% PS&E)

The preliminary design task includes reviewing HLA provided base map, reviewing existing as-built data, and conducting field reconnaissance to verify accuracy of existing facilities and conduit conditions. During this task PHC will provide preliminary design layout and provide letter to HLA documenting design approach and potential challenges. CITY will review and approve preferred traffic signal improvement layout for use in design development. HLA and the CITY will provide PHC with all reference material pertaining to this project. PHC will review the as-builts, CAD files, GIS Data, and incorporate relevant information.

Assumption(s):

- HLA will provide electronic Base mapping and CITY will provide existing as-builts at intersection.
- HLA/City will coordinate for on-site availability of WSDOT Traffic Signal technician during field review.
- Roadway/Intersection illumination is not included in the project scope.
- Traffic Signal Timing revisions, if applicable, will be provided by WSDOT.

Data Collection & Field Investigation

PHC will visit the project site and familiarize themselves with the site conditions and data collected for the project. PHC will obtain photographs for design reference. The preliminary base map will be field checked by PHC to confirm complete and accurate representation of existing conditions. PHC will also field check the design to assure the design fits the conditions in the field. After reviewing the above data, PHC will notify HLA of any additional information or clarification required.

Preliminary Traffic Signal Improvements Plans

PHC will prepare preliminary traffic signal improvement and railroad interconnection plan layout consistent with HLA preliminary plan for City review. Design level is preliminary and will be schematic plans with construction notes and standard details. No wiring diagrams or custom details will be included in the 30% design package.

Engineer's Cost Estimate

PHC will prepare a preliminary engineer's cost estimate for the project at the 30% level of completion. The opinions of cost will be prepared using bid items with documented unit costs, lump-sum prices, and back up. The opinions of cost will be submitted in Excel format meeting the CITY's standard format. Traffic Control estimate at 30% level will be assumed to be 15% of project construction costs.

Deliverable(s):

- Preliminary Traffic Signal Improvement Plans
- Preliminary Engineer's Cost Estimate
- Preliminary Technical Design Memo

4. Final Design (60%, 90%, Ad-Ready)

After approval of the preliminary design concept by City, PH will progress the design following standard 60%, 90%, 100% development schedule. In addition to preparing the contract drawings, PHC will maintain design documentation including design calculations. Quantity take-offs will be performed for the final submittal and will align with the final bid items. PHC will support HLA in coordinating the preparation and review of the project design work with CITY staff and applicable review agencies and stakeholders. PHC will provide copies of technical documentation to facilitate agency and stakeholder review and approval of the proposed project solutions.

Traffic Signal & Street Lighting Improvements Plans

PHC will prepare traffic signal & railroad interconnection improvement plans and details in accordance with CITY standards, CITY guidelines, and MUTCD. PHC will submit to the CITY a set of plans showing proposed locations for railroad signal equipment, traffic signal modifications, wiring diagrams, electrical hardware, conduit, and other items as determined necessary. PHC will prepare quantity takeoffs, tabulations, and backup calculations for this work based on CITY standards. PHC will coordinate with CITY staff to receive comments on each plan submittal and respond to each set of comments.

Temporary Traffic Control Plans

PHC will prepare temporary traffic control plans and details in accordance with WSDOT guideline, CITY standards, and MUTCD. Temporary Traffic Control Plans will include typical pedestrian accommodation plan, crossing closure/detour plan, and relevant notes and details.

Project Specifications/Special Provisions

PHC will use current *Sections 1-10, 8-20, 9-29 of WSDOT/APWA Standard Specifications/WSDOT Amendments*, in preparing the contract documents and the CITY's standard special provisions as applicable to the project design. PHC will provide the special provisions for the project to HLA for incorporation into the project package. Sample boilerplate provision will be provided by the CITY.

Engineer's Cost Estimating

PHC will prepare a detailed engineer's cost estimate for the project at the 60%, 90%, and As-Ready levels of completion. The opinions of cost will be prepared using bid items with documented unit costs, lump-sum prices, and back up. The opinions of cost will be submitted in Excel format meeting the CITY's standard format.

Deliverable(s):

- Traffic Signal Improvement Plans (60%, 90%, Ad-Ready)
- Temporary Traffic Control Plans (60%, 90%, Ad-Ready)
- Project Specifications (60%, 90%, Ad-Ready)
- Engineers Cost Estimate (60%, 90%, Ad-Ready)

5. Services During Bidding

Services During Bidding

PHC will provide services during the bid period. Services include preparation of up to two (2) addenda and supporting plan/specification/quantity changes, and preparation of responses to bidder questions.

6. Construction Phase Engineering Services (Optional Future Task)

Construction Engineering

As part of Construction Phase Supplement to this agreement, PHC will provide services during construction as requested by CITY. Services may include review of submittals, responding to RFI's, attendance at field review meetings, attendance at construction meetings, and preparation of As-Built record drawings. The Fee for this task will be determined as part of future supplement to base contract.

ATTACHMENT 1

Sheet List

Sheet List	30% Design	60% Design	90% Design	Ad-Ready	
Drawing Title	No. of Sheets	No. of Sheets	No. of Sheets	No. of Sheets	Comments
Traffic Signal Plans	1	1	1	1	
Traffic Signal Wire Diagram/Details		1	1	1	
Temporary Traffic Control Plans		3	3	3	
Temporary Traffic Control Details			1	1	
TOTAL	1	5	6	6	

Exhibit D
Stover Road Rail Crossing Project
Fee Estimate Summary

PH Consulting Staff Category	Hours	Rate	Cost
Senior Project Manager	76	\$ 90.00	\$ 6,840.00
Senior Traffic Engineer	84	\$ 75.00	\$ 6,300.00
Project Engineer	88	\$ 65.00	\$ 5,720.00
CAD Designer II	88	\$ 45.00	\$ 3,960.00
Office Administrator	12	\$ 40.00	\$ 480.00
Total Hours	348		\$ 23,300.00

Direct Labor Cost	\$ 23,300.00
Overhead Rate @ 110% of Direct Labor	\$ 25,630.00
Fee @30% of Direct Labor	\$ 6,990.00

Direct Salary Cost	\$ 55,920.00
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Direct Expenses	Unit	Cost	Total
Traffic Counts		\$ -	\$ -
Reproduction Costs			
Full Sized Copies (Bond)	1	\$ -	\$ -
Reprographics	1	\$ -	\$ -
Travel (Airfare, Hotel)	1	\$ -	\$ -
Other Expenses (Blueline)	1	\$ -	\$ -
2023 Mileage Rates	800	\$0.655/Mi	\$ 524.00

Sub-Total Direct Expenses	\$ 524.00
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Total Fee	\$ 56,444.00
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**Stover Road Rail Crossing Project
Task Hour Breakdown**

Task No.	Task Description	Senior Project Manager	Senior Traffic Engineer	Project Engineer	CAD Designer II	Office Administrator	Total
	Direct Rate	\$ 90.00	\$ 75.00	\$ 65.00	\$ 45.00	\$ 40.00	
	Hourly Rate	\$ 216.00	\$ 180.00	\$ 156.00	\$ 108.00	\$ 96.00	
1.0	Project Coordination & Reporting						
	Project Coordination	12					12
	Project Monitoring, Progress Reporting, & Invoicing	6				8	14
	Project Team Meetings	8	12	12			32
	Task 1.0 Total Hours	26	12	12	0	8	58
	Subtotal Task 1.0	\$ 5,616.00	\$ 2,160.00	\$ 1,872.00	\$ -	\$ 768.00	\$ 10,416.00
2.0	Railroad Coordination & Permitting						
	UTC Petition Preparation & Coordination	8		8			16
	Railroad Construction Agreement Coordination	8		8		4	20
	Pre-Emption Calculation & Request Forms (Including WSDOT Coordination)	4	16		4		24
	Task 2.0 Total Hours	20	16	16	4	4	60
	Subtotal Task 2.0	\$ 4,320.00	\$ 2,880.00	\$ 2,496.00	\$ 432.00	\$ 384.00	\$ 10,512.00
3.0	Preliminary Design (30% PS&E)						
	Data Collection & Field Investigation	4	4		4		12
	Preliminary Traffic Signal Improvement Plans	4	8	8	12		32
	Preliminary Estimate	2		4	4		10
	Preliminary Technical Memorandum	2	4				6
							0
	Task 3.0 Total Hours	12	16	12	20	0	60
	Subtotal Task 3.0	\$ 2,592.00	\$ 2,880.00	\$ 1,872.00	\$ 2,160.00	\$ -	\$ 9,504.00
4.0	Final Design (60%/90%/Ad-Ready PS&E)						
	Traffic Signal Improvement Plans	4	8	12	24		48
	Temporary Traffic Control Plans	4	8	12	24		48
	Project Specifications/Special Provisions	4	8	12			24
	Project Estimates	2	4	8	8		22
	Technical Memorandum	2	4				6
							0
	Task 4.0 Total Hours	16	32	44	56	0	148
	Subtotal Task 4.0	\$ 3,456.00	\$ 5,760.00	\$ 6,864.00	\$ 6,048.00	\$ -	\$ 22,128.00
5.0	BIDDING & AWARD SERVICES						
	Addenda & Bidders Questions	2	8	4	8		22
	Task 5.0 Total Hours	2	8	4	8	0	22
	Subtotal Task 5.0	\$ 432.00	\$ 1,440.00	\$ 624.00	\$ 864.00	\$ -	\$ 3,360.00
6.0	CONSTRUCTION MANAGEMENT SERVICES (FUTURE)						
							0
	Task 10.0 Total Hours	0	0	0	0	0	0
	Subtotal Task 10.0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	PH TOTAL HOURS	76	84	88	88	12	328
	TOTAL ALL TASKS	\$ 16,416.00	\$ 15,120.00	\$ 13,728.00	\$ 9,504.00	\$ 1,152.00	\$ 55,920.00

Exhibit D
Stover Road Rail Crossing Project
ANTE Rate Schedule

PH Consulting LLC Summary of Direct Labor Costs Effective January 1, 2023-December 31, 2023				
Job Classifications	Maximum Direct Labor Rate	Safe Harbor Overhead 110%	Fixed Fee 35%	Maximum Billing Rate
Principal	\$ 100.00	\$ 110.00	\$ 35.00	\$ 245.00
Sr Project Manager	\$ 95.00	\$ 104.50	\$ 33.25	\$ 232.75
Project Manager	\$ 90.00	\$ 99.00	\$ 31.50	\$ 220.50
Quality Manager	\$ 95.00	\$ 104.50	\$ 33.25	\$ 232.75
Senior Traffic Engineer	\$ 85.00	\$ 93.50	\$ 29.75	\$ 208.25
Project Engineer	\$ 75.00	\$ 82.50	\$ 26.25	\$ 183.75
Associate Engineer	\$ 55.00	\$ 60.50	\$ 19.25	\$ 134.75
Assistant Transportation Engineer	\$ 50.00	\$ 55.00	\$ 17.50	\$ 122.50
Engineering Intern	\$ 40.00	\$ 44.00	\$ 14.00	\$ 98.00
CAD Designer III	\$ 60.00	\$ 66.00	\$ 21.00	\$ 147.00
CAD Designer II	\$ 50.00	\$ 55.00	\$ 17.50	\$ 122.50
CAD Designer I	\$ 45.00	\$ 49.50	\$ 15.75	\$ 110.25
Office Administrator	\$ 45.00	\$ 49.50	\$ 15.75	\$ 110.25
Office Assistant	\$ 40.00	\$ 44.00	\$ 14.00	\$ 98.00

Direct non-salary costs will be billed at actual costs.
Direct Mileage will be billed at current approved IRS mileage rate.

Exhibit F - Title VI Assurances Appendix A & E

APPENDIX A

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, (*Federal Highway Administration*), as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Non-discrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21. *[Include Washington State Department of Transportation specific program requirements.]*
3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin. *[Include Washington State Department of Transportation specific program requirements.]*
4. **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the (*Federal Highway Administration*) to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the Recipient or the (*Federal Highway Administration*), as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a contractor's noncompliance with the Non- discrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the (*Federal Highway Administration*) may determine to be appropriate, including, but not limited to:
 - a. withholding payments to the contractor under the contract until the contractor complies; and/or
 - b. cancelling, terminating, or suspending a contract, in whole or in part.
6. **Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the Recipient or the (*Federal Highway Administration*) may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

Exhibit F - Title VI Assurances Appendix A & E

APPENDIX E

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

Pertinent Non-Discrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

Exhibit G
Certification Document

- Exhibit G-1(a) Certification of Consultant
- Exhibit G-1(b) Certification of Agency
- Exhibit G-2 Certification Regarding Debarment, Suspension and Other Responsibility Matters - Primary Covered Transactions
- Exhibit G-3 Certification Regarding the Restrictions of the Use of Federal Funds for Lobbying
- ~~Exhibit G-4 Certificate of Current Cost or Pricing Data~~ N/A

Exhibit G-1(a) Certification of Consultant

I hereby certify that I am the and duly authorized representative of the firm of
HLA Engineering and Land Surveying, Inc.

whose address is

2803 River Road, Yakima, WA 98902

and that neither the above firm nor I have

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

I acknowledge that this certificate is to be furnished to the Washington State Department of Transportation

and the Federal Highway Administration, U.S. Department of Transportation in connection with this AGREEMENT involving participation of Federal-aid highway funds, and is subject to applicable State and Federal laws, both criminal and civil.

HLA Engineering and Land Surveying, Inc.

Consultant (Firm Name)


Signature (Authorized Official of Consultant)

6/28/2023
Date

Exhibit G-1(b) Certification of Agency _____

I hereby certify that I am the:

Agency Official

Other

of the Local Agency of Grandview, WA, and that the consulting firm

or its representative has not been required, directly or indirectly as an express or implied condition in connection with obtaining or carrying out this AGREEMENT to:

- a) Employ or retain, or agree to employ to retain, any firm or person; o
- b) Pay, or agree to pay, to any firm, person, or organization, any fee, contribution, donation, or consideration of any kind; except as hereby expressly stated (if any):

I acknowledge that this certificate is to be furnished to the Washington State Department of Transportation and the Federal Highway Administration, U.S. Department of Transportation, in connection with this AGREEMENT involving participation of Federal-aid highway funds, and is subject to applicable State and Federal laws, both criminal and civil.

Signature

Date

Exhibit G-2 Certification Regarding Debarment Suspension and Other Responsibility Matters - Primary Covered Transactions

- I. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
 - A. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - B. Have not within a three (3) year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State anti-trust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - C. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; an
 - D. Have not within a three (3) year period preceding this application / proposal had one or more public transactions (Federal, State and local) terminated for cause or default.
- II. Where the prospective primary participant is unable to certify to any of the statements in this certification such prospective participant shall attach an explanation to this proposal.

HLA Engineering and Land Surveying, Inc.

Consultant (Firm Name)


Signature (Authorized Official of Consultant)

6/28/2023
Date

Exhibit G-3 Certification Regarding the Restrictions of the Use of Federal Funds for Lobbying

The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or any employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative AGREEMENT, and the extension, continuation, renewal, amendment, or modification of Federal contract, grant, loan or cooperative AGREEMENT.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative AGREEMENT, the undersigned shall complete and submit Standard Form - LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the require certification shall be subject to a civil penalty of not less than \$10,000.00, and not more than \$100,000.00 for each such failure.

The prospective participant also agrees by submitting his or her bid or proposal that he or she shall require that the language of this certification be included in all lower tier sub-contracts, which exceed \$100,000 and that all such sub-recipients shall certify and disclose accordingly.

HLA Engineering and Land Surveying, Inc.

Consultant (Firm Name)


Signature (Authorized Official of Consultant)

6/28/2023
Date

Exhibit G-4 Certification of Current Cost or Pricing Data

This is to certify that, to the best of my knowledge and belief, the cost or pricing data (as defined in section of the Federal Acquisition Regulation (FAR) and required under FAR subsection 15.403-4) submitted, either actually or by specific identification in writing, to the Contracting Officer or to the Contracting Officer's representative in support of _____^{*} are accurate, complete, and current as of _____^{**}.

This certification includes the cost or pricing data supporting any advance AGREEMENT's and forward pricing-rate AGREEMENT's between the offer or and the Government that are part of the proposal.

Firm: _____

Signature

Title

Date of Execution _____^{***}

N/A

*Identify the proposal, quotation, request for pricing adjustment, or other submission involved, giving the appropriate identifying number (e.g. project title.)
**Insert the day, month, and year, when price negotiations were concluded and price AGREEMENT was reached.
***Insert the day, month, and year, of signing, which should be as close as practicable to the date when the price negotiations were concluded and the contract price was agreed to.

Exhibit H

Liability Insurance Increase

~~To Be Used Only If Insurance Requirements Are Increased~~

~~The professional liability limit of the CONSULTANT to the AGENCY identified in Section XII, Legal Relations and Insurance of this Agreement is amended to \$ _____.~~

~~The CONSULTANT shall provide Professional Liability insurance with minimum per occurrence limits in the amount of \$ _____.~~

~~Such insurance coverage shall be evidenced by one of the following methods:~~

- ~~• Certificate of Insurance~~
- ~~• Self insurance through an irrevocable Letter of Credit from a qualified financial institution~~

~~Self insurance through documentation of a separate fund established exclusively for the payment of professional liability claims, including claim amounts already reserved against the fund, safeguards established for payment from the fund, a copy of the latest annual financial statements, and disclosure of the investment portfolio for those funds.~~

~~Should the minimum Professional Liability insurance limit required by the AGENCY as specified above exceed \$1 million per occurrence or the value of the contract, whichever is greater, then justification shall be submitted to the Federal Highway Administration (FHWA) for approval to increase the minimum insurance limit.~~

~~If FHWA approval is obtained, the AGENCY may, at its own cost, reimburse the CONSULTANT for the additional professional liability insurance required.~~

~~Notes: Cost of added insurance requirements: \$ _____~~

- ~~• Include all costs, fee increase, premiums.~~
 - ~~• This cost shall not be billed against an FHWA funded project.~~
 - ~~• For final contracts, include this exhibit~~
-
-

Exhibit I

Alleged Consultant Design Error Procedures

The purpose of this exhibit is to establish a procedure to determine if a consultant has alleged design error is of a nature that exceeds the accepted standard of care. In addition, it will establish a uniform method for the resolution and/or cost recovery procedures in those instances where the agency believes it has suffered some material damage due to the alleged error by the consultant.

Step 1 Potential Consultant Design Error(s) is Identified by Agency's Project Manager

At the first indication of potential consultant design error(s), the first step in the process is for the Agency's project manager to notify the Director of Public Works or Agency Engineer regarding the potential design error(s). For federally funded projects, the Region Local Programs Engineer should be informed and involved in these procedures. (Note: The Director of Public Works or Agency Engineer may appoint an agency staff person other than the project manager, who has not been as directly involved in the project, to be responsible for the remaining steps in these procedures.)

Step 2 Project Manager Documents the Alleged Consultant Design Error(s)

After discussion of the alleged design error(s) and the magnitude of the alleged error(s), and with the Director of Public Works or Agency Engineer's concurrence, the project manager obtains more detailed documentation than is normally required on the project. Examples include all decisions and descriptions of work, photographs, records of labor, materials, and equipment.

Step 3 Contact the Consultant Regarding the Alleged Design Error(s)

If it is determined that there is a need to proceed further, the next step in the process is for the project manager to contact the consultant regarding the alleged design error(s) and the magnitude of the alleged error(s). The project manager and other appropriate agency staff should represent the agency and the consultant should be represented by their project manager and any personnel (including sub-consultants) deemed appropriate for the alleged design error(s) issue.

Step 4 Attempt to Resolve Alleged Design Error with Consultant

After the meeting(s) with the consultant have been completed regarding the consultant's alleged design error(s), there are three possible scenarios:

- It is determined via mutual agreement that there is not a consultant design error(s). If this is the case, then the process will not proceed beyond this point.
- It is determined via mutual agreement that a consultant design error(s) occurred. If this is the case, then the Director of Public Works or Agency Engineer, or their representatives, negotiate a settlement with the consultant. The settlement would be paid to the agency or the amount would be reduced from the consultant's agreement with the agency for the services on the project in which the design error took place. The agency is to provide LP, through the Region Local Programs Engineer, a summary of the settlement for review and to make adjustments, if any, as to how the settlement affects federal reimbursements. No further action is required.
- There is not a mutual agreement regarding the alleged consultant design error(s). The consultant may request that the alleged design error(s) issue be forwarded to the Director of Public Works or Agency Engineer for review. If the Director of Public Works or Agency Engineer, after review with their legal counsel, is not able to reach mutual agreement with the consultant, proceed to Step 5.

Step 5 Forward Documents to Local Programs

For federally funded projects, all available information, including costs, should be forwarded through the Region Local Programs Engineer to LP for their review and consultation with the FHWA. LP will meet with representatives of the agency and the consultant to review the alleged design error(s), and attempt to find a resolution to the issue. If necessary, LP will request assistance from the Attorney General's Office for legal interpretation. LP will also identify how the alleged error(s) affects eligibility of project costs for federal reimbursement.

- If mutual agreement is reached, the agency and consultant adjust the scope of work and costs to reflect the agreed upon resolution. LP, in consultation with FHWA, will identify the amount of federal participation in the agreed upon resolution of the issue.
- If mutual agreement is not reached, the agency and consultant may seek settlement by arbitration or by litigation.

Exhibit J

Consultant Claim Procedures

The purpose of this exhibit is to describe a procedure regarding claim(s) on a consultant agreement. The following procedures should only be utilized on consultant claims greater than \$1,000. If the consultant's claim(s) total a \$1,000 or less, it would not be cost effective to proceed through the outlined steps. It is suggested that the Director of Public Works or Agency Engineer negotiate a fair and reasonable price for the consultant's claim(s) that total \$1,000 or less.

This exhibit will outline the procedures to be followed by the consultant and the agency to consider a potential claim by the consultant.

Step 1 Consultant Files a Claim with the Agency Project Manager

If the consultant determines that they were requested to perform additional services that were outside of the agreement's scope of work, they may be entitled to a claim. The first step that must be completed is the request for consideration of the claim to the Agency's project manager.

The consultant's claim must outline the following:

- Summation of hours by classification for each firm that is included in the claim
- Any correspondence that directed the consultant to perform the additional work;
- Timeframe of the additional work that was outside of the project scope;
- Summary of direct labor dollars, overhead costs, profit and reimbursable costs associated with the additional work; and
- Explanation as to why the consultant believes the additional work was outside of the agreement scope of work.

Step 2 Review by Agency Personnel Regarding the Consultant's Claim for Additional Compensation

After the consultant has completed step 1, the next step in the process is to forward the request to the Agency's project manager. The project manager will review the consultant's claim and will meet with the Director of Public Works or Agency Engineer to determine if the Agency agrees with the claim. If the FHWA is participating in the project's funding, forward a copy of the consultant's claim and the Agency's recommendation for federal participation in the claim to the WSDOT Local Programs through the Region Local Programs Engineer. If the claim is not eligible for federal participation, payment will need to be from agency funds.

If the Agency project manager, Director of Public Works or Agency Engineer, WSDOT Local Programs (if applicable), and FHWA (if applicable) agree with the consultant's claim, send a request memo, including backup documentation to the consultant to either supplement the agreement, or create a new agreement for the claim. After the request has been approved, the Agency shall write the supplement and/or new agreement and pay the consultant the amount of the claim. Inform the consultant that the final payment for the agreement is subject to audit. No further action is needed regarding the claim procedures.

If the Agency does not agree with the consultant's claim, proceed to step 3 of the procedures.

Step 3 Preparation of Support Documentation Regarding Consultant's Claim(s)

If the Agency does not agree with the consultant's claim, the project manager shall prepare a summary for the Director of Public Works or Agency Engineer that included the following:

- Copy of information supplied by the consultant regarding the claim;
- Agency's summation of hours by classification for each firm that should be included in the claim
- Any correspondence that directed the consultant to perform the additional work;
- Agency's summary of direct labor dollars, overhead costs, profit and reimbursable costs associate with the additional work;
- Explanation regarding those areas in which the Agency does/does not agree with the consultant's claim(s);
- Explanation to describe what has been instituted to preclude future consultant claim(s); and
- Recommendations to resolve the claim.

Step 4 Director of Public Works or Agency Engineer Reviews Consultant Claim and Agency Documentation

The Director of Public Works or Agency Engineer shall review and administratively approve or disapprove the claim, or portions thereof, which may include getting Agency Council or Commission approval (as appropriate to agency dispute resolution procedures). If the project involves federal participation, obtain concurrence from WSDOT Local Programs and FHWA regarding final settlement of the claim. If the claim is not eligible for federal participation, payment will need to be from agency funds.

Step 5 Informing Consultant of Decision Regarding the Claim

The Director of Public Works or Agency Engineer shall notify (in writing) the consultant of their final decision regarding the consultant's claim(s). Include the final dollar amount of the accepted claim(s) and rationale utilized for the decision.

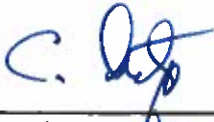
Step 6 Preparation of Supplement or New Agreement for the Consultant's Claim(s)

The agency shall write the supplement and/or new agreement and pay the consultant the amount of the claim. Inform the consultant that the final payment for the agreement is subject to audit



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

ITEM TITLE	AGENDA NO.: New Business 4 (D)
Wine Country Road Sidewalk and Pathway Improvements – Request for Statement of Qualifications for Engineering Services	AGENDA DATE: July 11, 2023
DEPARTMENT	FUNDING CERTIFICATION (City Treasurer) (If applicable)
Public Works Department	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)

In 2023, the City was able to secure approximately \$182,990 for the Wine Country Road Sidewalk and Pathway Improvements from the Washington State Department of Transportation (WSDOT). One of the requirements of WSDOT is to advertise for Requests for Statement of Qualifications for Engineering Services.

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

The City advertised for Requests for Statement of Qualifications for Engineering Services which closed on June 28, 2023. The City received one proposal from HLA Engineering and Land Surveying Inc.

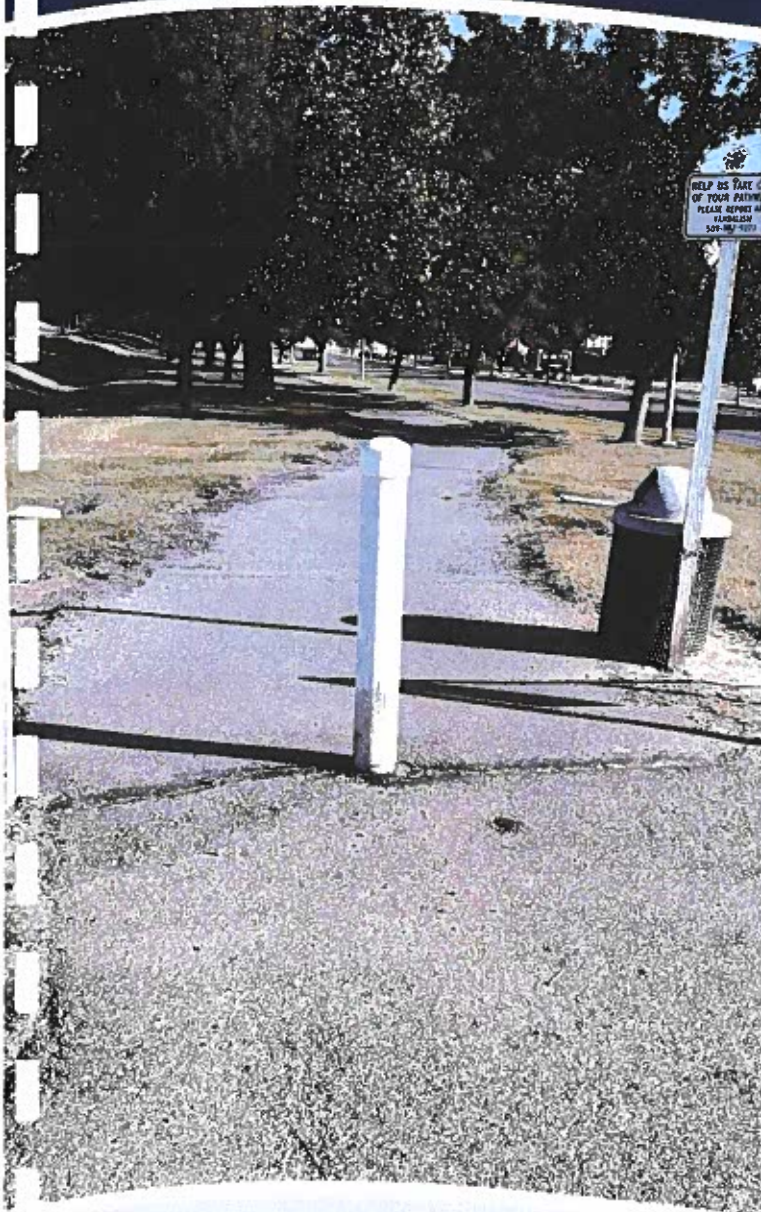
Staff recommends Council accept the engineering proposal from HLA.

ACTION PROPOSED

Move that HLA Engineering and Land Surveying, Inc., be selected as the most qualified municipal engineering firm for the Wine Country Road Sidewalk and Pathway Improvements, and that staff negotiate a professional service/consultant agreement with said engineering firm in accordance with the WSDOT requirements and present the agreement at a regular Council meeting for consideration.

CITY OF GRANDVIEW

Wine Country Road Sidewalk and Pathway Improvements



June 2023
STATEMENT OF
QUALIFICATION 58



June 28, 2023

City of Grandview
207 W. 2nd Street
Grandview, WA 98930

Attn: Cus Arteaga
City Administrator/Public Works Director

Re: Statement of Qualifications
Municipal Engineering Services
Wine Country Road Sidewalk and Pathway Improvements

Dear Cus:

Grandview's Wine Country Road Sidewalk and Pathway Improvements project will provide necessary safety enhancements along the Lower Yakima Valley Pathway adjacent to the City's highly-used park and ride. The project will construct new sidewalk along the southwest side of Wine Country Road and realign the existing pathway, providing a safe route for pedestrians and cyclists to travel in, out, and around the park and ride. Fortunately, the City received Transportation Alternatives (TA) funding for sidewalk and pathway improvements, a phase of a larger City-planned park and ride project, and is ready to proceed with design.

Having helped the City formulate funding for the improvements, HLA Engineering and Land Surveying, Inc. (HLA), is very familiar with the project requirements. Through our discussions, we understand the City identified the following keys to success:

- Familiarity with federal funding requirements: TA funds come with specific requirements and processes to utilize the funding. HLA's experience with WSDOT Local Programs and federal funding requirements is unparalleled in this region and will ensure the City properly administers funding through closeout and audit.
- Project understanding: A clear understanding of the project scope and estimated costs will improve collaboration between the consultant and the City. HLA has been involved in numerous City transportation improvement projects, so we recognize your needs and concerns.
- Project Management: HLA has a demonstrated history of delivering successful projects for the City of Grandview. As project manager, Stephen Hazzard, PE will make certain overall project communication, scheduling, and commitment are a priority for this project.

HLA would like to be part of your Wine Country Road Sidewalk and Pathway Improvements project to address pedestrian safety needs and encourage non-motorized transportation and use of the Lower Yakima Valley Pathway. We look forward to serving the City of Grandview.

Very truly yours,
HLA Engineering and Land Surveying, Inc.

A handwritten signature in blue ink, appearing to read "Michael T. Battle".

Michael T. Battle, PE
President



Highlights

Following are highlights of HLA's experience and ability to provide outstanding service to the City of Grandview:

Specific Experience: HLA specializes in providing municipal engineering services to public agencies. We have completed innumerable federally funded street projects for smaller communities, including several for Grandview. We prepared the funding applications for this project and have worked on pedestrian safety improvement projects for the City. Therefore, we are very familiar with the project requirements.

Transportation Alternatives (TA) Funding Experience: Each year, HLA completes four to six projects that utilize FHWA/WSDOT funds. TA federal funds are managed through WSDOT Local Programs and specific provisions must be included in both consultant and construction contract agreements. HLA understands the procedures and documentation needed to successfully administer use of the funds and ensure the City's available grant dollars are maximized. Project files must be ready for a federal audit at any time.

Key Personnel: The HLA team works on municipal projects every day. All personnel are familiar with Grandview needs and recognize the necessity to work with your staff. We have learned to act as an extension of City staff, developing personal relationships, and taking ownership in your projects. Our people have specific street, sidewalk, intersection, and pathway design experience, and knowledge of federal funding programs.

Availability: HLA has a staff of 50 with 12 registered engineers, two licensed surveyors, and a strong support team. We work closely together and are well coordinated to deliver consistent and successful results. We are ready and available to deliver this important infrastructure improvement project for the City.

Professional Reputation and References: Not only does HLA receive positive feedback from our clients, but we also receive accolades from the funding agencies we work with. We encourage you to contact the references we have provided at the end of this Statement of Qualifications.

"The City considers this contract complete and thanks you for your service, delivering on time, and under budget."

***- Bill Preston, PE
City Engineer***

"Whenever we hear HLA has engineered and performed construction contract administration on a project we are auditing, we have no concerns all will be in order and will go smooth and quick."

- State Auditor

"Thanks for sending me the easiest A/19 ever! We have approved the request and will send it to accounting."

- Department of Health



Qualifications of Project Manager

Stephen Hazzard, PE will be the Project Manager for this project. Stephen has managed a significant number of transportation infrastructure projects in Central Washington, and over a dozen street projects for the City of Grandview. He assisted the City in applying for and acquiring funding for the Wine Country Road Sidewalk and Pathway Improvements and has intimate knowledge of the details required to successfully complete the project. The timing is right for Stephen and HLA to add this project to our schedule. We understand the scope of work and timeline of performance, and anticipate no issues with project deadlines.

Because of Stephen's experience and familiarity with Central Washington construction requirements, response time is minimized. Solutions can be generated and discussed without significant additional research and responses provided with little delay.

Building realistic project schedules, establishing target dates, and committing to completion by the set dates are all fundamental to HLA's project management process. The work scope is thought out and detailed at the beginning of the project, and management of consultant fees ensures cost control. Project cost overruns are mitigated through accurate cost estimating at the outset of the project, as well as clear and concise plans and specifications prepared in the design phase. Construction contract language is implemented to protect the City and reduce potential contractor claims.

Qualifications/Expertise of Firm

The HLA office is located at 2803 River Road in Yakima, 45 minutes from the Wine Country Road project location. HLA employees work from this office with quick access to Grandview and the project site. Key team members for this project will be able to efficiently address needs as they arise.

Being familiar with Central Washington construction conditions and impacts will aid in project scoping. Project costs can be readily identified, allowing for cost-effective and affordable construction packages. HLA is familiar with local conditions and has a thorough understanding of Central Washington construction contract requirements. Local contractors are familiar with our plans and specifications and are comfortable bidding on our work because they trust the quality and level of consistent design in our projects.

HLA Engineering and Land Surveying, Inc. will deliver a quality project that is biddable, constructable, maintainable, and improves safety and accessibility for the Grandview community.



Phone: (509) 966-7000

Fax: (509) 965-3800

www.hlacivil.com

Principal-In-Charge: Mike Battle, PE

Project Manager: Stephen Hazzard, PE

Number of Employees: 50

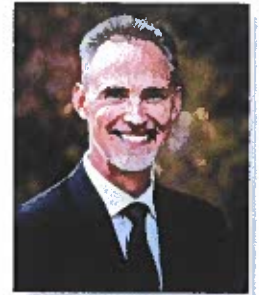




MICHAEL T. BATTLE, PE, Principal-in-Charge

Registration: Professional Civil Engineer - Washington
Education: BS 1993 Washington State University - Civil Engineering

Mike has more than 31 years of experience, 30 of those with HLA, in planning, design, and full project administration of various municipal and private development projects, including airports, city streets, county roads, highways, residential subdivisions, commercial developments, domestic water, sanitary sewer, wastewater treatment facilities, storm drainage, and irrigation systems. He assists clients with initial project scope and comprehensive planning, financing strategy development, funding application preparation, and project implementation and administration. Mike directs and participates in the preparation of construction plans, specifications, and estimates, and coordinates and supervises construction observation and surveying activities.



President

Representative Project Experience:

- Grandview - Old Inland Empire Highway Improvements
- Grandview - Wine Country Road and McCreadie Road Roundabout
- Grandview - West Fifth Street Resurfacing
- Grandview - East Fourth Street Neighborhood Improvements
- Grandview - Forsell Road Sidewalk Extension
- Grandview - Bonnieview Road Improvements
- Grandview - General Services Projects

STEPHEN S. HAZZARD, PE

Registration: Professional Civil Engineer - Washington
Education: BS 2008 Washington State University - Civil Engineering

Stephen has 15 years of engineering experience, all of those with HLA. He is responsible for preparation of engineering reports, project grant/loan applications, environmental processes, design, and preparation of plans and specifications for municipal projects, including city streets, sanitary sewer systems, domestic water systems, and drainage systems. Stephen has the responsibility within our firm of coordinating grant/loan applications (over 125 to date) and navigating projects through environmental compliance requirements. He has extensive knowledge and experience in coordinating, managing, and completing required SEPA and NEPA environmental processes (over 50 NEPA compliance efforts to date).



Project Manager

Representative Project Experience:

- Grandview - Wine Country Road and McCreadie Road Roundabout
- Grandview - Wine Country Road Resurfacing
- Grandview - Stover Road Resurfacing
- Grandview - West Fifth Street and Elm Street Resurfacing
- Grandview - Dykstra Park Pathway and Rocky Ford Road Resurfacing
- Grandview - Elm Street and Fir Street Sidewalk Improvements



TANNER J. LANGE, EIT

Education: BS 2023 Washington State University - Civil Engineering

Tanner began working at HLA during the summer of 2022 as an intern while completing his degree at Washington State University. Once he finished his education and attained his Engineer in Training certification, he began full-time employment at HLA in 2023 as a project engineer. Tanner is responsible for preparation of plans and specifications, cost estimates, engineering reports, environmental permitting, exhibits for funding applications, and project design. His HLA project experience includes the City of Grandview - Wine Country Road and McCreadie Road Roundabout project, City of Selah - Fremont Avenue Sidewalk project, City of Pasco - Oregon Avenue (SR 397) Overlay project, and City of Yakima Stormwater Division - CIPP DID Rehabilitation project.



Project Engineer

Representative Project Experience:

- Grandview - Wine Country Road and McCreadie Road Roundabout
- Grandview - West Fifth Street and Elm Street Resurfacing Improvements
- Grandview - Wine Country Road and Higgins Way Improvements
- Grandview - General Services - 2024-2029 Six Year TIP Updates and Construction Standards Update

TIMOTHY D. FRIES, PLS, CFEDS

Registration: Professional Land Surveyor - Washington

Education: BS 2000 Central Washington University - Geography and Land Studies

Tim has more than 22 years of experience in land surveying, all of those with HLA. He is responsible for project organization, survey research, construction calculations, boundary computations, writing legal descriptions, and survey drafting. He is proficient in running Leica Total Stations, Data Collectors, and GPS receivers. He often accompanies our field survey crews, assisting with topographic mapping, setting survey control, boundary surveys, and construction staking. Tim is also our Certified Federal Surveyor (CFedS).



Project Surveyor

Representative Project Experience:

- Grandview - Wine Country Road and McCreadie Road Roundabout
- Grandview - Elm Street and Fir Street Sidewalk Improvements
- Grandview - Stormwater Improvements
- Grandview - Sanitary Sewer Trunk Main Replacement
- Grandview - East Fourth Street Neighborhood Improvements



TAYLOR L. DENNY

Education: BS 2003 Montana Technological University - Mechanical Engineering

Taylor joined HLA in 2023 with over 19 years of experience, eight of those years working as a project engineer, and 12 years managing construction projects and engineering teams. He manages HLA's construction inspection and administration teams, providing project oversight from bid to project completion. With a unique understanding of both the design and construction processes, he reviews plans and specifications prior to bid and coordinates construction inspection schedules and resources. Taylor is skilled at problem solving and effectively communicates with project stakeholders, including the client, contractor, and HLA staff.



*Director of
Construction Operations*

Representative Project Experience:

- Grandview - Wine Country Road and McCreadie Road Roundabout
- Sunnyside - 6th Street Improvements
- Selah - Valleyview Avenue/S. Third Street/Southern Avenue/S. First Street
- Cle Elum - Cle Elum Park and Ride
- Yakima - Nob Hill Boulevard and Pacific Avenue Sidewalk Improvements

ANGELA S. RINGER

Education: Yakima Valley Community College

Angela came to HLA in 2021 with over ten years of experience in engineering contract administration. She is responsible for construction contract administration, including written and verbal communication with the client, contractor, and HLA staff. Angela creates system files for awarded projects, processes contractor submittals prior to award of contract, and materials submittals during the contract. She is adept at creating, reviewing, and processing contract documents, progress payment requests, and project change orders. Angela addresses project funding requirements, submits funding reimbursements, and prepares final project closeout documentation. Her understanding of funding requirements ensures a successful audit.



*Contract
Administrator*

Representative Project Experience:

- Grandview - Wine Country Road Resurfacing
- Grandview - Wine Country Road and McCreadie Road Roundabout
- Grandview - Stormwater Improvements
- Grandview - Sanitary Sewer Trunk Main Replacement
- Yakima - Summitview Avenue Resurfacing
- Sunnyside - 6th Street Improvements
- Prosser - Kinney Way Improvements



Ability to Meet Project Schedule

It is the City's desire to begin construction in Spring 2024. HLA has the resources available to move forward with design without delay. We've prepared the following schedule based on the desired construction date.

Wine Country Road Sidewalk and Pathway Improvements	
Project Milestone	Completion Date
STIP Amendment Public Hearing	June 27, 2023
RFQ Response	June 28, 2023
STIP Amendment to YVCOG	June 28, 2023
STIP Amendment Approval by TAC	July 13, 2023
Engineering Consultant Selection	July 14, 2023
STIP Amendment to WSDOT	July 21, 2023
Design Contract Executed	August 8, 2023
PE Funding Obligation Submitted to WSDOT	August 15, 2023
Project Kick-off Meeting	August 28, 2023
Begin Pre-Design and Topographic Survey	August 30, 2023
30% Design Concept Plans and NEPA Kick-off Meeting	September 29, 2023
30% Design Concept Review Meeting with City	October 6, 2023
Begin Cultural Resources and Environmental (NEPA) Review	October 6, 2023
60% Plans, Specifications, and Estimate (PS&E) Submission (City and WSDOT)	November 10, 2023
60% PS&E Review Meeting with City	November 15, 2023
60% WSDOT Comments Received (2 weeks)	November 27, 2023
Complete NEPA Review	November 30, 2023
90% PS&E Submission	January 12, 2024
90% PS&E Review Meeting with City	January 17, 2024
90% WSDOT Comments Received (2 weeks)	January 26, 2024
100% PS&E Submission	February 2, 2024
100% WSDOT Comments Received (2 weeks)	February 16, 2024
Local Programs PS&E Review Complete (2 weeks)	March 1, 2024
Funding Obligation Package Approved by Council	March 12, 2024
Submit Construction Funding Obligation	March 14, 2024
Construction Funding Obligation Complete (2 weeks)	March 26, 2024
Advertise for Bids	March 27 and April 3, 2024
Bid Opening	April 17, 2024
Bid Award (1 Week Min. for WSDOT Concurrence)	April 23, 2024
Begin Construction	May 28, 2024
Complete Construction	June 10, 2024



Meeting project schedules is fundamental to HLA. We have found several factors play a critical role in our ability to meet schedules and adjust staffing when necessary to meet client expectations:

- Developing a joint understanding of project requirements and distribution of tasks. Open, honest, and frequent communication with the Project Manager and all entities involved will provide a clear understanding of City objectives.
- Building realistic project schedules, establishing target dates, and committing to completion by the set dates. Schedules must be well thought out and include necessary agency tasks affecting the timeline, such as submittal procedures and dates, and environmental review.
- Providing regular productivity updates. HLA maintains a master project schedule that includes all projects undertaken by our office. This master schedule ensures your project will receive the required resources to meet critical timelines. Our schedule is further managed by frequent progress checks against the project schedule. As a result, regular corrections can be made to keep projects on schedule and within budget.



Approach to Project

The sidewalk and pathway project will improve public safety by relocating the existing pathway to prevent pedestrians from walking or biking through the park and ride. The existing pathway currently ends as you approach the park and ride, forcing pedestrians and cyclists to cut through the parking lot to connect to the pathway at the opposite end of the lot. As shown in the exhibit on page ten, new 7-foot-wide sidewalk will be constructed along the southwest side of Wine Country Road, portions of the existing pathway will be removed, and the pathway will be realigned to connect to the new sidewalk. Closing this pathway gap will alleviate conflicts among pedestrians and vehicles and improve overall safety for all users of the pathway and parking lot. Signage and pavement markings will be added to aid in safety. This phase of the project is part of the City's larger park and ride infrastructure project awaiting Regional Mobility Grant (RMG) funds. The requested RMG funds will provide resources to rebuild and reconfigure the parking lot, including a bus shelter, bike rack, and electric vehicle (EV) charging stations. If RMG funding is acquired, HLA will assist in combining projects and funding to achieve cost savings for the City. HLA helped orchestrate funding for all improvements. This extensive background knowledge will help us get the design process off to a great start.



PROJECT APPROACH

From our experience with similar improvement projects, and our considerable project history in Grandview, the factors described below are important to the success of the Wine Country Road Sidewalk and Pathway Improvements project.

Project Management

HLA has an extraordinary history of project management and relevant recent experience in all work tasks necessary for the successful delivery of the Wine Country Road Sidewalk and Pathway Improvements project. Complete design services, preparation of plans, specifications, and estimate (PS&E), environmental processes and permitting, land surveying, and construction administration and observation, for a complete project are all elements in which HLA excels. HLA's specialized experience with federally funded transportation projects, combined with our past work and familiarity with the City of Grandview and its staff, will ensure a successfully completed project.

Project Coordination

Through our successfully delivered federally funded projects, we have developed strong working relationships with permitting agencies and stakeholders. Important for this project is HLA's established rapport with the City of Grandview and WSDOT Local Programs. As this is an active, highly-used park and ride, coordination may include acquiring a location or accommodating business to provide temporary park and ride facilities during the course of construction.

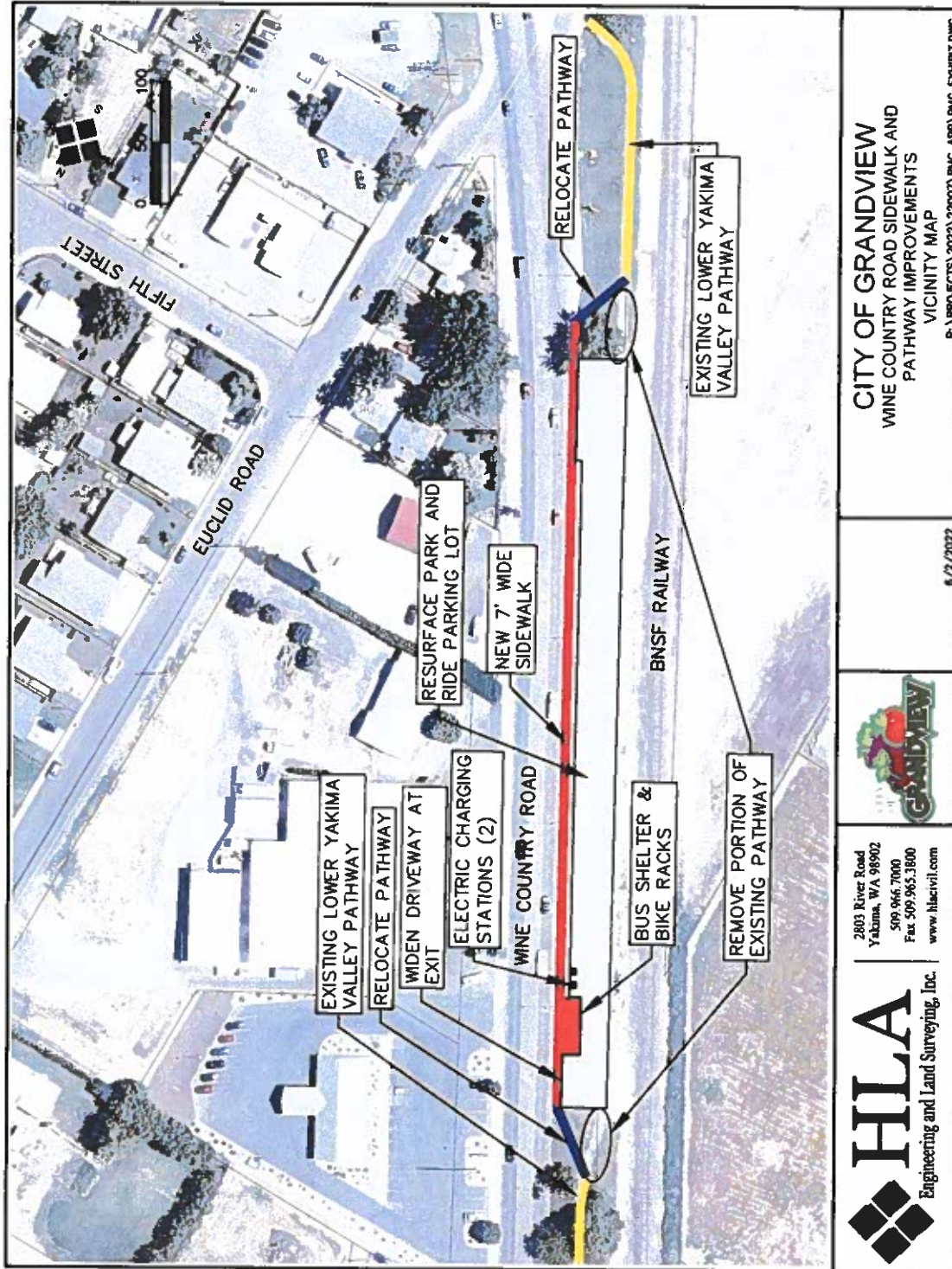
Public Communication

Through our experience on busy street projects, HLA developed procedures and an understanding of the needs for sound public relations. Discussing the project with Council and stakeholders early in the process will improve public relations and the public's experience throughout the duration of design and construction. We can provide support by preparing well thought out materials and staging plans for City Council and staff presentations. HLA can assist the City in formulating news releases to inform the community of the project scope, duration, and impacts to daily traffic disruption and park and ride access. Clear communication with the public is critical to set expectations and prevent conflicts.

Our process begins with a clearly defined scope that outlines project goals and challenges. After developing an attainable schedule and appropriate budget, we will then efficiently facilitate the project delivery process, ensuring the project schedule is maintained, managing all tasks and team members, and maintaining open communication with the City.



Wine Country Road and McCreadie Road Roundabout Project Flyers



CITY OF GRANDVIEW
 WINE COUNTRY ROAD SIDEWALK AND
 PATHWAY IMPROVEMENTS
 VICINITY MAP
 P:\PROJECTS\2022\22007\RMG_APP\RMG_EXHIBIT.DWG

6/2/2022



2803 River Road
 Yakima, WA 98902
 509.966.7000
 Fax 509.963.3800
 www.hlaenvi.com



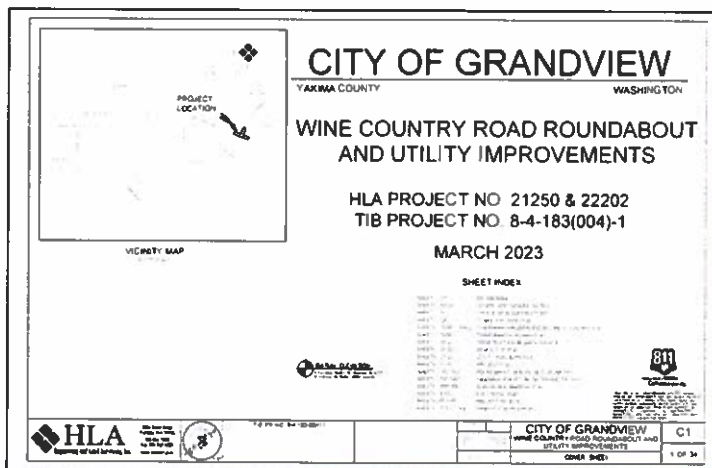
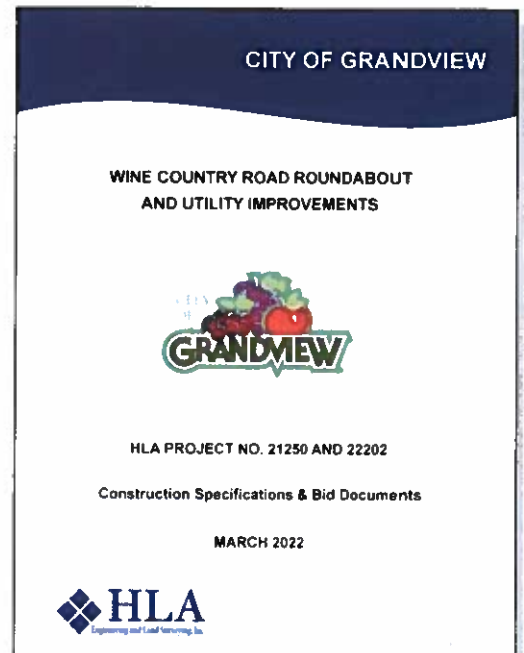
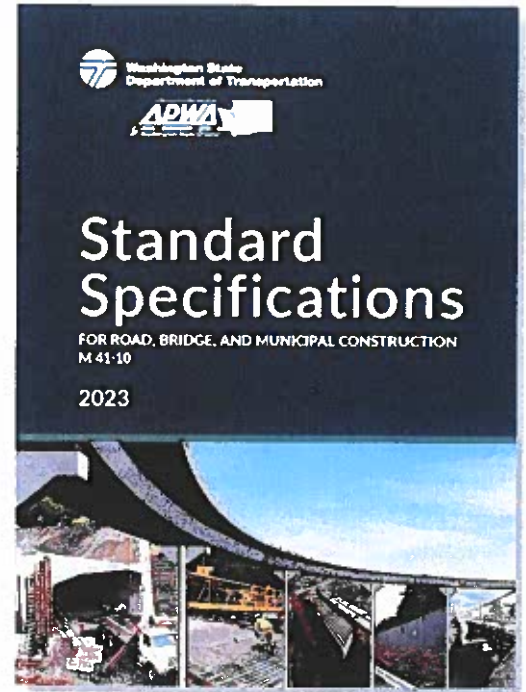


Plans, Specifications, and Estimates

Successful infrastructure projects begin with expert preparation of construction plans, specifications, and estimates. Contract documents must address public procurement procedures and include both local and funding agency requirements. Competitive bids are then secured, followed by timely funding reimbursements. HLA's ability to assist the City of Grandview is based on completion of more than 1,000 infrastructure projects, including streets and bridges, water, sewer, irrigation facilities, and parks and pathways.

Examples of past HLA infrastructure improvement projects are enclosed for your review. This extensive experience benefits the City of Grandview in the following areas:

- Use of the WSDOT/APWA Standard Specification format to provide consistency and contractor familiarity.
- Development of an extensive library of proven standard details to be used in concert with Grandview details.
- Improved quality using in-house checklists for design and preparation of contract documents, and procedures for document review by HLA and the City.
- Budget control through frequent interaction with Grandview staff; recognizing a clear understanding of project scope, budget, and expectations is important to controlling costs.





Construction Support Services

HLA provides construction support (administration) and inspection services for 25 to 35 construction projects each year. Having been through state and federal audits of projects utilizing a wide variety of funding sources, our field and office staff have developed procedures to ensure Grandview will have the documentation needed for a successful audit regardless of the type of funding.

The below construction support services we provide are client-driven and will be adjusted to best interface with Grandview staff.

- Conduct weekly construction meetings:
 - ◊ Monitor the contractor's progress and adjustments necessary to meet the completion date
 - ◊ Discuss quality of completed work and changes needed for compliance with specifications
 - ◊ Anticipate problems and determine how to pay for work outside the original scope (if required)
- Consider the following when recommending monthly progress payments to the contractor:
 - ◊ Status of required labor document submittals and requirement to be current within ten days of the end of each month for timely release of payment
 - ◊ Coordination of quantities among the City, resident engineer, and contractor
- Preparation of the Final Pay Estimate and contract closeout package:
 - ◊ Final Pay Estimate with final quantities accepted by the contractor
 - ◊ Recommendation to accept project as complete
 - ◊ Contractor's notarized statement indicating subcontractors have been paid
 - ◊ Notice of Completion form needed to initiate state agency review – Department of Labor and Industries, Department of Revenue, and Employment Security Department
- Monitor general contractor and subcontractor compliance with state labor standards:
 - ◊ Intents to Pay Prevailing Wages and Affidavits of Wages Paid
 - ◊ Check of monthly certified payrolls
 - ◊ Conduct employee wage rate interviews in the field
 - ◊ Issue letters of non-compliance and/or letters of missing documents
 - ◊ Additional contract requirements such as contractor licensing, current state industrial insurance, Disadvantaged Business Enterprise (DBE) status, and debarment (SAM)
- Assist Grandview with the required administration of grant/loan programs that are providing funding to the project:
 - ◊ Review local agency and funding agency grant/loan contracts and scope
 - ◊ Address and incorporate special environmental compliance procedures
 - ◊ Prepare agency reimbursement requests and final project closeout documentation



Stover Road Resurfacing



Environmental Compliance and NEPA Process

During the last ten years, our HLA staff successfully navigated 49 FHWA Surface Transportation Program funded projects through the required NEPA environmental process administered by WSDOT Local Programs. Based on this experience, we expect the Wine Country Road Sidewalk and Pathway Improvements project will meet the standards for NEPA Categorical Exclusion. Nonetheless, the environmental compliance process must be completed.

The NEPA Categorical Exclusion Documentation Form, along with the Area of Potential Effect (APE), will be submitted to WSDOT Local Programs detailing the process taken to ensure environmental compliance. FHWA Categorical Exclusions are listed in 23 CFR 771.117. For this project, the following exclusion should apply:

Projects, as defined in 23 U.S.C. 101, that would take place entirely within the existing operational right-of-way.

SEPA Categorical Exemptions are listed in WAC 197-11-800. The following exemption should apply to the railroad crossing project:

The construction or installation of minor road and street improvements by any agency or private party that include the following:

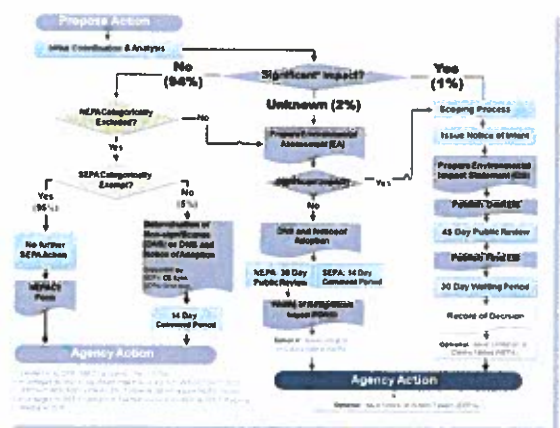
(i) Safety structures and equipment: Such as pavement marking, adding or removing turn restrictions, speed limit designation, physical measures to reduce motor vehicle traffic speed or volume...

(iv) Correction of substandard curves and intersections within existing rights-of-way, widening of a highway by less than a single lane width where capacity is not significantly increased and no new right-of-way is required.

HLA will assist Grandview through the environmental compliance process. In addition to an APE letter and map, any other necessary forms will be submitted, processes followed, and appropriate notifications made. Though not anticipated, if any environmentally sensitive areas (wetlands, critical areas, etc.) are discovered during the design phase, causing interdisciplinary efforts for reports, HLA will have options to readily hire subconsultants as applicable to mitigate the impact to the NEPA schedule.



NEPA Categorical Exclusions A Guidebook for Local Agencies



NEPA and SEPA Environmental
Process Flowchart



Land Surveying Services

HLA has maintained a professional land surveying department during our 50-year history, providing “in house” land surveying services. With two licensed professional land surveyors, experienced full-time field crews, and state-of-the-art equipment, we are readily available to meet your surveying needs.

Our staff can assist with a wide variety of land surveying tasks, including:

- Technical reviews of plats, short plats, and boundary line adjustments
- Preparation of legal descriptions for property acquisitions, rights-of-way, and easements
- Topographic surveys for preparation of engineering design plans for streets and utilities
- Boundary and topographic surveys, including ALTA surveys
- Preparation of WSDOT/FHWA approved right-of-way plans
- Construction staking and pavement marking layouts
- GPS/GIS utility and resource inventory mapping
- FEMA flood elevation certifications and letters of map amendment

Unmanned Aircraft System - Drone Services

We have a professionally trained Drone pilot, with a Federal Aviation Administration Small UAS certification (FAA Part 107 License). To provide greater service to the City of Grandview, our drone capabilities include:

- Topographic surveys
 - ◊ Onboard GPS providing 2D, 3D, and elevation mapping
 - ◊ Aerial survey control
 - ◊ Drone overlay
- Construction observation
 - ◊ Monitor and record work progress in real time
 - ◊ Confirm stockpile quantities
 - ◊ Improve visibility and expedite approval during financing stages
- Aerial photography
 - ◊ Featured projects during construction and at completion
 - ◊ Local landmarks
- Facility monitoring
 - ◊ Inspection of reservoirs or structures without ground access





Past Grandview Successes

HLA takes pride in the work we do for the City of Grandview. In the last ten years, HLA has completed or is working for the City on the projects listed below. As a result, we have developed strong relationships with staff and understand the nuances of working through the City's bidding and construction administration processes.

Transportation Projects

Old Inland Empire Highway Improvements
West Fifth Street and Elm Street Resurfacing Improvements
Dykstra Park Pathway and Rocky Ford Road Resurfacing
Wine Country Road and McCreddie Road Roundabout
Stover Road Resurfacing
Wine Country Road Resurfacing
Elm Street and Fir Street Sidewalk Improvements
West Fifth Street Resurfacing
Wine Country Road Resurfacing - Ash Street to Fir Street
Ash Street and Alley Paving Improvements
Wallace Way Resurfacing
Euclid Road/Wine Country Road Intersection and
Forsell Road Half Street Improvements
East Wine Country Plaza
Birch Street Improvements
East Fourth Street Neighborhood Improvements
Forsell Road Sidewalk Extension
Bonnieview Road Improvements

Water System Improvements

Water Telemetry System Improvements
Source Well Improvements
Water Quality Evaluation and Well Siting Study
Asahel Curtis Well (S17) Rehabilitation
Water Telemetry System Upgrades
Old Inland Empire Water Improvements

Sanitary Sewer Improvements

East Game Pond Pipeline Replacement
Headworks Bypass Improvements
WWTP Utility Water Pump Controls
Sanitary Sewer Trunk Main Replacement
Sludge Drying Bed Evaluation and Design

Other Projects

Cemetery Improvements
Stormwater Improvements
Municipal Pool Improvements - Phase 2



Wine Country Road Resurfacing



Elm Street and Fir Street Sidewalk Improvements



Sanitary Sewer Trunk Main Replacement



WSDOT/FHWA Experience

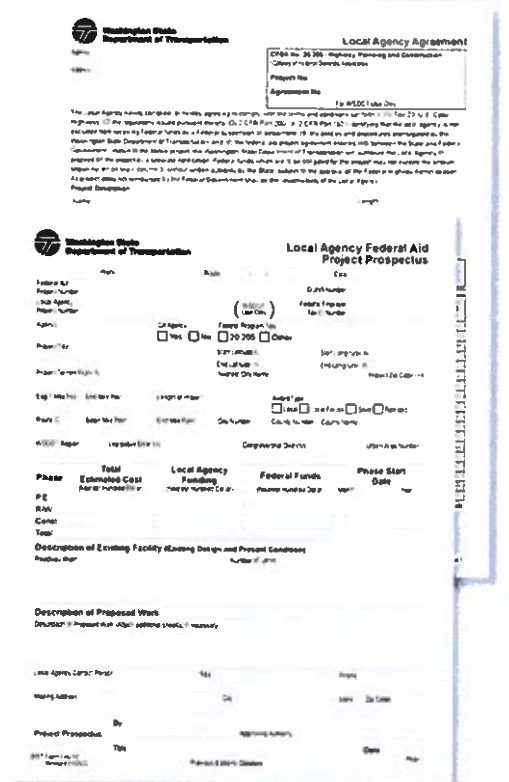
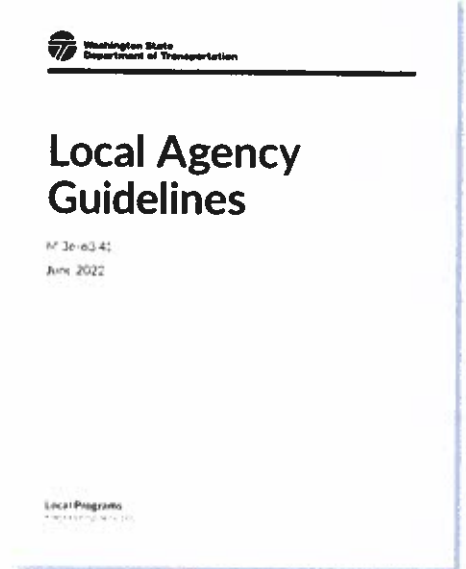
HLA regularly completes projects funded through WSDOT/FHWA (e.g., STBG, CMAQ, and NHS). As shown in the table on the following page, we completed two federally funded projects in 2022, with four others currently under construction. A significant reason for these successful projects is our familiarity with WSDOT/FHWA standards, the Local Agency Guidelines (LAG) Manual, and NEPA processes.

Use of Transportation Alternatives (TA) federal funds adds complexity to the project administration process. We understand the federal funding nuances and are available to prepare all funding obligation documentation to allow City staff to simply review and submit the documentation, lessening the burden of limited City resources. After consultant selection, multiple steps are required to obligate and use design phase (PE) funding to support consultant services, including:

- WSDOT Local Agency Agreement.
- WSDOT Local Agency Federal Aid Project Prospectus Update.
- Six Year Transportation Improvement (STIP) Amendment.
- Preparation of Vicinity Map.
- Engineer's Opinion of Construction Cost.
- WSDOT Prospectus Submittal Checklist.

HLA will assist with the following construction support efforts as required with TA funding:

- Follow FHWA preconstruction conference requirements.
- Provide Record of Materials (ROM).
- Review and respond to Request for Approval of Materials (RAM) and monitor Build America/Buy America requirements.
- Review and log labor documents, including monitoring the Contractor's payment of prevailing wage rates which includes both state and federal rates.
- Use FHWA's Diversity Management and Compliance System (DMCS) tracking program to ensure prompt payment of Contractor and subcontractors each month.
- Follow additional inspection requirements – inspector daily reports, wage rate interviews, etc.
- Process monthly reimbursement requests.





Familiarity With WSDOT/FHWA Standards

The projects listed below show HLA's relevant experience designing and administering WSDOT/FHWA funded local projects. We continuously reference the Local Agency Guidelines (LAG) Manual and have regular discussions with WSDOT Local Programs and Headquarters staff. This experience translates into the level of service we will provide Grandview - completing your project on time and guiding the City through the WSDOT/FHWA funding process.

City/ Town	Project Name	Funding Program	Year Constructed	Status	Description	Construction Cost
Union Gap	Valley Mall Boulevard Resurfacing - Phase 2	NHS	2023	Pre Construction	Grind and overlay	\$954,000
Selah	Valleyview/Third/Southern Improvements	STP/TIB	2023	Under Construction	Reconstruct	\$2,700,000
Sunnyside	6th Street Improvements	STP/TIB	2023	Under Construction	Downtown Revitalization	\$4,300,000
Yakima	Summitview Avenue Resurfacing	NHS	2023	Constructed	Grind and overlay	\$2,600,000
Cle Elum	First Street Phases 3A/3B	STBG/ TIB/.09/LEG	2023	Constructed	Downtown revitalization	\$2,437,000
Union Gap	West Ahtanum Road Resurfacing	STP	2022	Constructed	Grind and overlay	\$1,250,000
Moxee	Morrier Lane Extension	STP/TIB	2022	Constructed	Construct new roadway	\$3,200,000
Yakima	Northside Alley Paving	CMAQ	2021	Constructed	Reconstruct	\$504,000
Toppenish	West First Avenue Sidewalk Improvements	STBG Set-aside	2021	Constructed	Reconstruct sidewalk	\$161,000
Zillah	Vintage Valley Parkway	STP/TIB/ SIED	2020/2021	Constructed	Construct new roadway	\$4,089,000
Union Gap	Main Street Reconstruction	STPUS/TIB	2020/2021	Constructed	Reconstruct	\$2,474,000
Prosser	Bennett Avenue Improvements	TIB/HIPUS/ STPUS/TAP	2020	Constructed	Grind and overlay	\$446,000
Cle Elum	First Street Storm Drain and Billings Avenue Intersection	FHWA/ USDA/ CDBG	2020	Constructed	Storm drain and intersection improvements	\$1,473,000
Toppenish	Lincoln/Dayton/Beech	STP/TIB	2020	Constructed	Reconstruct and widen	\$1,445,000
Selah	East Goodlander Road Improvements	STP	2020	Constructed	Reconstruct and widen	\$1,514,000
Union Gap	Valley Mall Boulevard Resurfacing	NHS	2019	Constructed	Grind and overlay	\$1,714,000
Sunnyside	Sunnyside Avenue #4 Bridge Replacement	BRM/FHWA	2019	Constructed	Replace bridge	\$679,000
Selah	Civic Center Park and Ride	CMAQ	2019	Constructed	Construct park and ride	\$401,000



Project Examples

Descriptions of a variety of sidewalk and safety improvement projects successfully completed by HLA are provided on the following pages. Note the different funding sources and project costs. Though the scope of the improvements may change, our interaction with clients, preparation of contract documents, assistance with funding agency requirements and reimbursements, and project administration services remain consistent.

"...we appreciate you helping us getting this project out ahead of schedule and under budget!!

HLA has been there for us in the past and it's reassuring that your quality company will be there in the future."

Bob Desgrosellier
Senior Engineer / Acting Chief Engineer
City of Yakima

City of Grandview

Wine Country Road and McCreadie Road Roundabout

TIB and
Local Funds

\$1,712,000
Approx.

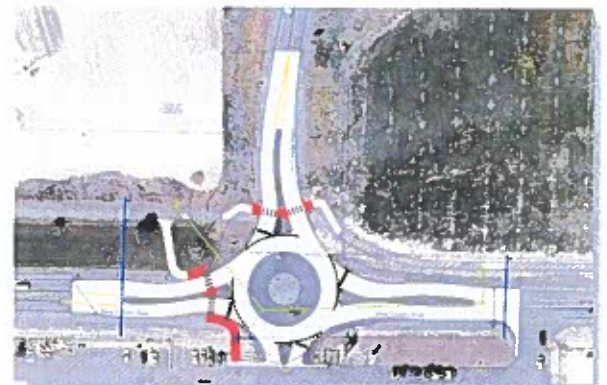


The City received funding from the Washington State Transportation Improvement Board (TIB) for safety and function improvements to the Wine Country and McCreadie Roads intersection.

The project will reconstruct and improve the intersection with a roundabout, consisting of a two-lane urban section with curb and gutter, 10-foot shared use pathway, regional pathway connection, ADA ramps, storm drainage, and illumination system.

HLA is providing comprehensive engineering services, including topographic survey, environmental document preparation, right of way plans and acquisition assistance, design, specifications, estimate, bidding support, and construction observation and administration.

This project is scheduled for construction completion in October 2023.



90% Design Plan



Town of Naches

WSDOT RMG
and Local Funds

Cleman's View Park - Park and Ride

\$564,000

With HLA's assistance, the Town applied for and received a Washington State Department of Transportation (WSDOT) Regional Mobility Grant for this park and ride project.

The project constructed a park and ride facility adjacent to the local Naches Event Center, picnic shelter, baseball fields, Naches River access, and to the Yakima Greenway path, all of which supports a more active lifestyle for citizens in the area. The facility also promotes ride sharing, fewer drive-alone trips, less vehicles, and reduces the overall carbon footprint along this corridor.

Improvements included 85 parking stalls, stormwater facilities, sidewalks, illumination, one electric charging station with additional conduit for future charging stalls, signage, pavement markings, and a bicycle rack. HLA provided topographic survey for design, plans, and specifications, assistance with environmental permitting, and construction observation and administration.



City of Zillah

WSDOT, Pacific Power
Grant, and Local Funds

**Teapot Dome
Park and Ride**

\$675,000

This project constructed a park and ride facility adjacent to three City of Zillah parks to encourage commuters to utilize local transit, carpools, and vanpools, and provide safe facilities for non-drivers.

Improvements consisted of 97 parking stalls, including two electric vehicle charging stations, storm drainage, illumination, and ADA compliant facilities. Considered a safer location, a nearby bus stop was relocated to this park and ride facility, and bicycle racks were installed. New pedestrian and bicycle amenities provide connectivity with Stewart Park, the Teapot Dome Visitors Center, and Veterans Memorial Park. Site amenities were added, including a grand entrance staircase, and two smaller stair entries to Stewart Park, featuring benches, trash receptacles, and signage.

HLA provided funding acquisition assistance, environmental coordination, topographic survey, design, plans, specifications, construction observation and management, funding administration, and aid with setting charging station usage rates.





City of Cle Elum

RMG and City Funds

Cle Elum Park and Ride

\$661,500

HLA assisted the City with applying for and receiving a Washington State Department of Transportation (WSDOT) Regional Mobility Grant to transform the existing gravel lot to a multi-modal park and ride facility. The Cle Elum Park and Ride provides carpooling opportunities between the east and west side of the Cascade Mountains, ultimately decreasing traffic on I-90.

Improvements consisted of 39 parking spaces, including ADA accessible stalls. Improvements also included pedestrian and bicycle amenities, a transit stop, storm drainage, landscaping, and infrastructure for future electric vehicle charging stations. The park and ride facility is adjacent to railroad tracks, therefore coordination with BNSF Railway Company was critical to project success.

HLA provided design plans, specifications, bidding, contract assistance, and construction observation and administration.



Town of Naches

**TIB Complete Streets,
TAP, and Local Funds**

**Naches Trail Link and
Pedestrian Lighting**

Phase 1	\$167,000
Phase 2	\$299,000
Phase 3	\$260,000
Total	\$726,000

Designed and constructed separately, these three projects installed decorative LED pedestrian lights along the Naches Trail (Yakima Greenway). Projects included design of new pathway link to the Naches Trail, decorative lighting, ADA facilities, benches, and trash receptacles. Fourteen of the lamps included hooks for flower baskets, irrigation drip lines, and arms for festive banners. This multi-purpose pathway is an important asset to the Naches community, providing safe pedestrian and bicycle travel for the Elementary school and recreationalists by connecting the Town to the City of Yakima via the Greenway.

HLA services included engineering design and bidding assistance, utility coordination and relocation, construction observation and management, and funding administration.





City of Selah	STBG Set-Aside and Local Funds
<u>Fremont Avenue Sidewalk Improvements</u>	\$342,000

This project created a continuous sidewalk system along Fremont Avenue, from North 1st Street to North 4th Street, improving pedestrian safety for students and families walking to and from two elementary schools and the Selah Intermediate School.

Work included ADA compliant sidewalk ramps, rapid flashing crosswalk systems, sidewalk, curb and gutter, relocation of a fire hydrant, pavement markings, and asphalt repairs.

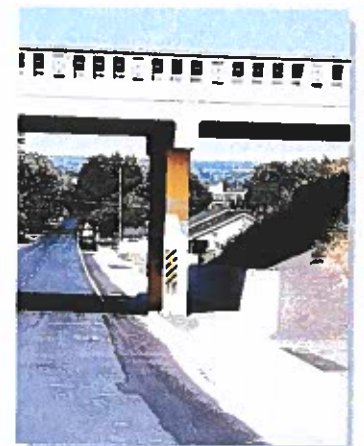
HLA assisted with funding acquisition, engineering design, plans, specifications, cost estimate, bidding assistance, construction observation and management, and funding and contract administration.



City of Prosser	SRTS and Local Funds
<u>Kinney Way Improvements</u>	\$650,000

As a main route to the Keene-Riverview Elementary School, the City of Prosser with HLA's assistance applied for and received Washington State Department of Transportation Safe Routes to School (SRTS) funding for Kinney Way sidewalk and safety improvements. Existing sidewalk was intermittent and unconnected, forcing pedestrians to walk in the roadway or in lawns of residents. Improvements included new five-foot sidewalks, curb and gutter, storm drainage, and 15 ADA complaint curb ramps. A portion of the new sidewalk runs under an overpass, where a retaining wall was required. The sidewalk project improves safety for pedestrians and school children traveling to and from school and included bicycle lane, pavement markings, and signage.

HLA services include funding application assistance, topographic survey, environmental compliance and permitting, design, specifications, bidding assistance, construction observation and management, and funding administration.





PROJECT EXPERIENCE

City of Selah	Local Funds
<u>Naches Avenue Sidewalk Improvements</u>	\$342,000

This project improved sidewalks along Naches Avenue from S. 2nd Street to S. Wenas Avenue, as well as an alley access on N. 1st Street. Some sidewalks in this area were layered with cement patching and had cracked, uneven surfacing. Sidewalks were placed closer to the buildings to allow deeper angled street parking, improving traffic safety by preventing larger parked vehicles from extending into the roadway. Work included 1,295 linear feet of cement concrete curb and gutter, sidewalks, and curb ramps.

HLA provided engineering design, plans, specifications, cost estimate, bidding services, and contract preparation. Construction services included bond and insurance review, preconstruction meeting, submittal review, and other support tasks. Construction inspection was provided by City of Selah staff.



Town of Harrah	TIB, STP, and Local Funds
<u>Harrah Road Sidewalk Improvements</u>	
Branch Road to Harrah Elementary School	\$368,000

Without sidewalks, curb and gutter, storm drainage, or adequate lighting, this much-needed project improved safety for vehicles, school buses, pedestrians (school children), and bicyclists. Construction was completed during the summer of 2016 and included new 8-foot cement concrete sidewalk, widening of the existing roadway to allow for parallel parking, curb and gutter, ADA curb ramps at all intersections, storm drainage improvements (including catch basins, pretreatment manholes, and infiltration trenches), utility adjustments, and other related work. A portion of improvements crossed railroad facilities which required coordination with Central Washington Railroad Company.

HLA provided funding application assistance, topographic survey, design, plans and specifications, services during construction, and funding administration.





City of Union Gap

TIB and
Local Funds

**Main Street
Reconstruction**

\$3,514,000

The area of this project is primarily industrial and commercial retail, with Main Street accessing Interstate 82 to the east, the Valley Mall to the north, and the Yakima municipal airport to the west. The project required right-of-way acquisition and assistance from Yakima County to widen the roadway.

Main Street was reconstructed from four lanes to a five-lane section, with a center turn lane. The existing asphalt overlay and cement concrete pavement slabs were removed, as well as curb and gutter. The new widened area includes HMA pavement, curb and gutter, sidewalks, storm drainage, illumination, traffic signal at Ahtanum Road, ADA compliant ramps, and pavement markings.

HLA provided funding application assistance, environmental coordination, design engineering, plans, specifications, bidding assistance, construction observation and management, and funding administration.



City of Cle Elum

TIB and
Local Funds

**Pine Street Pedestrian
Safety Improvements**

\$301,000

Pine Street had no pedestrian facilities, which forced foot traffic to walk in the roadway; and lack of sufficient street drainage was causing ponding and icing. As a heavily traveled direct connector between residential areas, businesses, and essential services, public safety improvements were imperative.

Rather than constructing sidewalk, and curb and gutter the full length of Pine Street, a portion was designed and constructed through the City park as a multi-use pathway.

Work included new street stormwater catch basins; six ADA compliant curb ramps, two rapid flashing crosswalk systems, plastic sidewalk markings, pedestrian signage, retaining wall, sidewalk, curb and gutter; and an asphalt pathway through the park.

HLA provided assistance with funding acquisition, engineering design, plans, specifications, services during construction, and funding administration.





PROJECT EXPERIENCE

City of Toppenish	City Funds
<u>Pioneer Park Pathway</u>	\$153,000

This project added a 10-foot-wide paved walking path network to Pioneer Park, including a route around the perimeter of the park and several connecting paths for the playground equipment area, restroom facilities, and covered picnic shelter access.

This pathway was constructed to connect areas of existing sidewalks and paved surfaces, maintaining grade, and keeping transitions as seamless as possible. Construction included removing portions of existing paved areas, new hot mix asphalt pathways, fog seal, and seeded lawn installation. A parking lot was also designed and constructed, including storm drainage facilities, concrete ramp, signage, and pavement markings.

HLA provided design and estimate, specifications, and construction observation and administration.



City of Cle Elum	SRTS and Local Funds
<u>Progress Pathway</u>	\$293,000

The City of Cle Elum constructed a 4,900 linear foot 10-foot-wide asphalt pedestrian/bicycle pathway with funding from the Washington State Department of Transportation Safe Routes to School program. The pathway links the Cle Elum/Roslyn Schools with downtown Cle Elum along State Route 903. Improvements included areas of retaining wall, fencing, and the pathway being separated from roadway by a 20-foot buffer zone. The route is popular with school children, bicyclists, and casual walkers.

HLA was responsible for project design, construction and administration services, and led the coordination effort to acquire right-of-way and easements along the pathway alignment. Construction challenges included deep cuts and fills, retaining wall construction, and utility relocation work.





City of Yakima

**RCO Grant and
Local Funding**

Randall Park Improvements

\$365,000

As part of the City of Yakima Parks and Recreation Department’s 3-year plan for improvements to this 37-acre park, HLA provided an overall site plan, and layout and design for parking lots and walking paths. Engineering services included cost estimates, a drainage report, utility extensions, and ADA park access, as well as pedestrian bridge foundations and illumination system design. HLA’s subconsultant, Connetix Engineering, Inc., provided electrical design. New pathways provided access to restrooms, observation deck, playground, picnic shelters, and basketball court. Parking areas were reconfigured and regraded to provide a total of 164 spaces. Vehicle access to both 44th Avenue and 48th Avenue was improved.

HLA provided preliminary surveying services required for design, plans and specifications, assistance during bidding, and survey during construction. Construction of improvements was performed by City forces.



City of Selah

**RCO Grant, Donations,
and City Funds**

**Volunteer Park Site
Improvements**

**\$657,000
w/o Playground**

This five-acre park was designed to accommodate children with disabilities and parents in wheelchairs, including ADA compliant restrooms, parking lot, pathway, and playground. Due to the site being a past fruit orchard, unacceptable levels of arsenic were found in the soil, and a cleanup plan was necessary. Contaminated soils were moved to planned paved surfaces and remaining areas were covered with protective fabric and city-stockpiled soil. Improvements included stormwater facilities, a driveway and parking lot with lighting, a walking path around the perimeter of the park, accommodations for future playground equipment, curb and gutter, fencing, and a city-furnished prefabricated concrete restroom building.

HLA provided topographic survey, design, plans, specifications, soil remediation coordination, and services during construction.



**Rocky Wallace**

Public Works Director

City of Selah

Phone: (509) 698-7365

rocky.wallace@selahwa.gov

Recent Similar Projects

- Fremont Avenue Sidewalk Improvements
- Naches Avenue Sidewalk Improvements
- Valleyview Avenue/S. Third Street/Southern Avenue Improvements
- Civic Center Park and Ride Lot Improvements

Shane Fisher

Public Works Administrator

City of Sunnyside

Phone: (509) 837-3782

sfisher@ci.sunnyside.wa.us

Recent Similar Projects

- 6th Street Improvements
- East Edison Avenue Sidewalk Improvements
- 16th Street Sidewalk
- East Edison Half Street Improvements

Marty Groom

Public Works Director

City of Prosser

Phone: (509) 786-8201

mgroom@ci.prosser.wa.us

Recent Similar Projects

- Kinney Way Improvements
- Bennett Avenue Improvements
- 7th Street Reconstruction - WCR to Mead
- Sheridan Avenue Improvements

Jose Trevino

Mayor

City of Granger

Phone: (509) 854-2770

trevino.grangermayor@co.yakima.wa.us

Recent Similar Projects

- Main Street - Phase 1
- Mentzer Avenue Resurfacing
- 2nd Avenue Full Depth Reclamation
- City Safety Plan

Barbara Harrer

Mayor

Town of Harrah

Phone: (509) 848-2432

townhall@harrahwa.us

Recent Similar Projects

- Branch Road Sidewalk Improvements
- Harrah Road Sidewalk Improvements
- Harrah Road Overlay
- Small Water System Management Plan

Bill Preston, PE

City Engineer

City of Yakima

Phone: (509) 576-6754

bill.preston@yakimawa.gov

Recent Similar Projects

- Nob Hill Boulevard Resurfacing and Pacific Avenue Sidewalk
- 72nd Avenue and W. Washington Avenue Roundabout
- Summitview Avenue Resurfacing
- Randall Park Improvements



Success Through Experience

*That is the foundation of our efforts at HLA.
From funding, to design, to construction,
we bring professionalism and passion
to every project, every time.*



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

ITEM TITLE

Ordinance regarding a Supporting Investments in Economic Diversification (SIED) Contract with Yakima County and the City of Grandview for the Wine Country Road and Higgins Way Improvements; authorizing the Mayor to execute all documents necessary to implement the contract and receive and expend all monies received under the contract for the project; and creating project Fund 335 – Wine Country Road and Higgins Way Improvements and authorizing the City Treasurer to make interfund loans to support cash flow to Fund 335

AGENDA NO.: New Business 4 (E)

AGENDA DATE: July 11, 2023

DEPARTMENT

City Administrator/Public Works Director

FUNDING CERTIFICATION (City Treasurer) (If applicable)

N/A

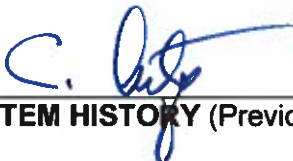
DEPARTMENT HEAD REVIEW

Cus Arteaga, City Administrator/Public Works Director



CITY ADMINISTRATOR

MAYOR




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

To improve the economic vitality of the County, the Yakima County Supporting Investments in Economic Development (SIED) Board is authorized to make grants and loans to political subdivisions to fund projects that support tangible or potential investments in public infrastructure.

The City determined that there was significant potential for private development, growth, and job creation within Grandview City limits on Wine Country Road and Higgins Way. The City submitted an application to the Yakima County SIED Board for a grant/loan of up to \$2,000,000 to be used to fund public street and infrastructure improvements as mentioned above. The responsibility of repayment of funds will be the City and the private developer.

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.

The City was awarded a half grant and half loan in the amount of \$1,532,416.00; \$766,208.00 to be in the form of a loan and \$766,208.00 to be in the form of a grant from the Yakima County Supporting Investments in Economic Diversification (SIED) Fund for the Wine Country Road and Higgins Way Improvements.

Please note Exhibit A is not attached to the SIED Contract at this time. Exhibit A is the debt service schedule that is not completed until both parties sign. This is because interest is calculated on the date the County

Commissioners sign the agreement, as they sign last. It saves the City interest because if the County calculated the debt schedule now, the City would be paying interest from the date the County Treasurer calculates the schedule. Therefore, knowing the date the agreement becomes effective (date both parties sign), the interest rate (6.18%) and terms of payment (ten payments with the first payment June 1, 2025 and last payment June 1, 2034) provides everything necessary in the agreement to calculate Exhibit A.

As all other requirements for Exhibit A are now in the agreement except the date signed, waiting to attach Exhibit A only benefits the City.

Following the execution of the SIED Contract by the County and the City and the completion of the debt service schedule, a repayment agreement will be prepared for execution by the City and the private developer to repay the \$766,208.00 portion of the SIED loan.

ACTION PROPOSED

Move an ordinance regarding a Supporting Investments in Economic Diversification (SIED) Contract with Yakima County and the City of Grandview for the Wine Country Road and Higgins Way Improvements; authorizing the Mayor to execute all documents necessary to implement the contract and receive and expend all monies received under the contract for the project; and creating project Fund 335 – Wine Country Road and Higgins Way Improvements and authorizing the City Treasurer to make interfund loans to support cash flow to Fund 335 to a regular Council meeting for consideration.

ORDINANCE NO. 2023-___

AN ORDINANCE OF THE CITY OF GRANDVIEW, WASHINGTON, REGARDING A SUPPORTING INVESTMENTS IN ECONOMIC DIVERSIFICATION CONTRACT WITH YAKIMA COUNTY AND THE CITY OF GRANDVIEW FOR THE WINE COUNTRY ROAD AND HIGGINS WAY IMPROVEMENTS; AUTHORIZING THE MAYOR TO EXECUTE ALL DOCUMENTS NECESSARY TO IMPLEMENT THE AGREEMENT AND RECEIVE AND EXPEND ALL MONIES RECEIVED UNDER THE AGREEMENT FOR THE PROJECT; AND CREATING PROJECT FUND 335 – WINE COUNTRY ROAD AND HIGGINS WAY IMPROVEMENTS AND AUTHORIZING THE CITY TREASURER TO MAKE INTERFUND LOANS TO SUPPORT CASH FLOW TO FUND 335

WHEREAS, sales and use taxes are collected in and for the County under authority of RCW 82.14.370 and Yakima County Code 3.10.010 for the purpose of financing public facilities in the County, and the proceeds are deposited in the Yakima County Infrastructure Fund (also referred to as SIED Fund), according to YCC 3.10.040; and

WHEREAS, the City proposes to construct a project with a combination of City, private, and County funds, including \$1,532,416.00 from the SIED Fund, \$766,208.00 to be in the form of a loan, and \$766,208.00 to be in the form of a grant, and thereafter to own and operate the Project for the benefit of the City and the County; and

WHEREAS, RCW 82.14.370 was adopted to serve the goals of promoting business in rural distressed areas, providing family wage jobs and the development of communities of excellence in such areas, and the parties expect the Project to further these goals; and

WHEREAS, RCW 43.160.020 was adopted and amended for related purposes with those of RCW 82.14.370, to define public facilities to include various buildings, structures and works, such as the City's project; and

WHEREAS, the County, under authority of RCW 36.01.085, and by agreement of February 19, 1999, has engaged the Yakima County Development Association, also known as New Vision, to provide administrative and technical assistance in furtherance of the County's economic development; and

WHEREAS, the County has also created the SIED Board to review applications for grants from the SIED Fund and make recommendations for SIED Fund investments based on commitment of other funds, potential for resulting job creation, and other factors; and

WHEREAS, New Vision has investigated the Project and assisted in preparing the pending application for SIED funds, and the SIED Board has reviewed the application for SIED funds and has recommended approval; and

WHEREAS, the SIED Fund balance is sufficient to make the requested contribution to the Project; and

WHEREAS, RCW 39.34 authorizes interlocal agreements whereby municipal governments may jointly exercise the powers granted to each; and

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

SECTION 1: The recitals set forth above are hereby incorporated herein.

SECTION 2: The Mayor or the appropriate City official are authorized to execute all documents necessary to execute and implement the Supporting Investments in Economic Diversification, SIED, Contract with Yakima County (Agreement) and are further authorized to receive and expend all monies received under the Agreement for the Project.

SECTION 3: Fund 335 – Wine Country Road and Higgins Way Improvements is hereby established to track revenue and expenditures for the Project and that fund shall be budgeted in the City’s 2023 Budget.

SECTION 4: The City Treasurer, or her designee, is authorized to make interfund loans from an appropriate City Fund to Fund 335 – Wine Country Road and Higgins Way Improvements, in the minimum amount necessary to cover any cash flow shortage in Fund 335, caused by the Agreement. These loans shall be repaid as soon as funding is available to cover the cash flow shortage. All terms required by the State BARS manual shall be incorporated into the loan document, including interest, if applicable.

SECTION 5: The provisions of this ordinance are hereby declared to be severable. If any section, subsection, sentence, clause, or phrase of this ordinance or its application to any person or circumstance is for any reason held to be invalid or unconstitutional, the remainder of this ordinance shall not as a result of said section, subsection, sentence, clause, or phrase be held unconstitutional or invalid.

SECTION 6: This ordinance shall take effect five (5) days after passage and publication of an approved summary thereof consisting of the title.

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

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

PUBLICATION:
EFFECTIVE:

**YAKIMA COUNTY
and
CITY OF GRANDVIEW
(Wine Country Road and Higgins Way Improvements)**

1. PARTIES

This Supporting Investments in Economic Diversification (hereinafter referred to as SIED) Contract is made by and between Yakima County (hereinafter referred to as **the County**) whose address is 128 North Second Street, County Courthouse, Room 102, Yakima, Washington 98901, and **the City of Grandview** (hereinafter referred to as **the City**) whose address is 207 West Second Street, Grandview, Washington 98930. Notices between the parties shall be made where and as provided for on Page 7, Section 22, NOTICES.

2. TERM

This Contract takes effect upon execution hereof by the authorized representatives of both parties and continues in effect until all payments required under Section 5, MUTUAL CONSIDERATION, Subsection B. REPAYMENT OF COUNTY LOAN, have been made or until terminated as provided for in Section 8, SUSPENSION, TERMINATION, AND CLOSEOUT, provided, the County's right under Section 5, MUTUAL CONSIDERATION, Subsection D. OWNERSHIP AND USE, to use the Project shall continue so long as the Project remains in use.

3. PURPOSE

The purpose of this Contract is to provide for the construction of certain infrastructure improvements (hereinafter referred to as **the Project**) using certain County funds designated for such infrastructure. The Project will construct water, sewer, and roadway improvements along the north side of Wine Country Road and east side of Higgins Way. The project will also complete sidewalk improvements along the north side of Wine Country Road and the east side of Higgins Way. This project will allow the City of Grandview to extend its utility facilities into 12 acres of land zoned as general commercial currently is not served. This will allow for potential development to occur in this area.

4. RECITALS

- A. The Parties make this Contract based on and in recognition of certain relevant facts and circumstances including:
- B. Sales and use taxes are collected in and for the County under authority of RCW 82.14.370 and Yakima County Code 3.10.010 for the purpose of financing public facilities in the County, and the proceeds are deposited in the Yakima County Infrastructure Fund (also referred to as SIED Fund), according to YCC 3.10.040.
- C. The City proposes to construct the Project with a combination of City, private, and County funds, including **\$1,532,416.00 from the SIED Fund, \$766,208.00 to be in the**

form of a *loan*, and \$766,208.00 to be in the form of a *grant*, and thereafter to own and operate the Project for the benefit of the City and the County.

- D. RCW 82.14.370 was adopted to serve the goals of promoting business in rural distressed areas, providing family wage jobs and the development of communities of excellence in such areas, and the parties expect the Project to further these goals.
- E. RCW 43.160 and 43.160.020 adopted and amended for related purposes with those of RCW 82.14.370, define public facilities to include various buildings, structures and works, such as the Project.
- F. The County, under authority of RCW 36.01.085, and by agreement of February 19, 1999, has engaged the Yakima County Development Association, also known as New Vision, to provide administrative and technical assistance in furtherance of the County's economic development.
- G. The County has also created the SIED Board to review applications for grants from the SIED Fund and make recommendations for SIED Fund investments based on commitment of other funds, potential for resulting job creation, and other factors.
- H. New Vision has investigated the Project and assisted in preparing the pending application for SIED funds, and the SIED Board has reviewed the application for SIED funds and has recommended approval.
- I. The SIED Fund balance is sufficient to make the requested contribution to the Project.
- J. RCW 39.34 authorizes interlocal agreements whereby municipal governments may jointly exercise the powers granted to each.

5. MUTUAL CONSIDERATION

- A. **COUNTY LOAN**—The County shall *loan* **Seven Hundred Sixty-six Thousand Two Hundred Eight Dollars and Zero Cents (\$766,208.00)** for the Project described herein. **This loan amount shall be drawn on the SIED Fund by County warrant, payable to the City, upon the next Yakima County Auditor's warrant issue.**
- B. **REPAYMENT OF COUNTY LOAN**—The City shall *repay* the County's loan of **Seven Hundred Sixty-six Thousand Two Hundred Eight Dollars and Zero Cents (\$766,208.00)** with interest on unpaid principal, at an annual per annum rate of **6.18%**, which is the Yakima County Interfund Loan Rate. In the event the contract is executed after August 15, 2023, the parties agree to use the current yield on the date this contract is fully executed by both parties. Interest shall accrue from the date this contract is approved by the County.

Repayment of principal and interest shall be made in ten annual installments. The first payment shall be due on June 1, 2025, and annual payments thereafter shall be due on June 1 of each year with the final payment nevertheless due on June 1, 2034; Provided however, that the final installment may be in such greater or lesser amount as shall be required for full amortization of the repayment amount.

Payment shall be by check *payable to Yakima County Infrastructure Fund and delivered to Yakima County Treasurer, Yakima County Courthouse, Room 115, 128 North 2nd Street, Yakima, WA 98901*. The City obligation hereunder shall be a limited general obligation of the City, payable from any legally available source of funds. Exhibit A attached hereto and incorporated herein reflects the Debt Service Schedule as noted.

In the event of payment by the City of any one or more installments, or of the entire loan balance, before the date prescribed in Exhibit A, interest shall accrue on such installment(s) or balance until, but not beyond, the June 1 next succeeding the date of such payment(s). If more than one installment is paid during any repayment year, then the repayment period recited above shall be correspondingly shortened and the scheduled of payments reflected in Exhibit A shall be correspondingly advanced.

- C. **COUNTY GRANT**—The County shall *grant Seven Hundred Sixty-six Thousand Two Hundred Eight Dollars and Zero Cents (\$766,208.00)* to the City for the Project described herein. This grant shall be by County warrant drawn on the SIED Fund and payable to the City within 30 days of the County's receipt of a signed copy of the Project engineer's certificate that 50 percent of the work on the Project has been completed and the City's invoice for said grant.

The Project must be at least 50 percent completed three years from the date this contract is approved by the County. If the project is not at least 50 percent complete by this date, the grant portion of this agreement will be terminated and the City will not receive the grant in the amount of Seven Hundred Sixty-six Thousand Two Hundred Eight Dollars and Zero Cents (\$766,208.00).

The above contract provision is specifically bargained for by the County and the City agrees to it. The County shall have the unilateral power to determine if the project is fifty (50) percent complete by the three (3) year period from execution. The parties agree that in the event that this contract term is invoked by the County that it will hold the County harmless and release the County from any and all claimed actual and/or consequential damages that may result from the County's decision to withhold the Grant funds if the City does not meet the fifty percent building requirement.

- D. **OWNERSHIP AND USE**—The City shall construct, own, maintain, and operate the Project as a part of its public infrastructure for economic development, available for use by manufacturing and industrial concerns proximate to the Project. The City shall also permit the use of the Project by the County and its departments on like terms with other users, at such time as the Board of Yakima County Commissioners may deem expedient. For purposes of this paragraph, ownership, maintenance, and operation of the Project or any portion thereof by another municipality, under any conveyance or dedication, which is subject to and preserves the County's right of use, shall be deemed ownership, maintenance, and operation by the City.

6. RECORDS, REPORTS AND AUDITS

The City agrees to maintain such records, make such reports, and follow such procedures as may be required by the County, pertaining to this Contract. All records pertaining to this Contract and work undertaken hereunder shall be retained by the City for a period of seven years after final audit unless a longer period is required to resolve audit findings or litigation. The County and other authorized representatives of the State and Federal government shall have access to any books, documents, papers, and records of the City, which pertain to this Contract or work undertaken hereunder for the purpose of making audit, examination, excerpts, and transcriptions.

7. RELATIONSHIP OF PARTIES AND AGENTS

- A. The relationship of the City to the County, with regard to construction of the Project, shall be that of an independent contractor rendering professional services. The City shall have no authority to execute contracts or to make commitments on behalf of the County and nothing contained herein shall be deemed to create the relationship of employer and employee or principal and agent between the County and the City.
- B. The City represents that it has or will secure at its own expense all personnel, contractors, and/or subcontractors required in order to perform work under this Contract. Such personnel shall not be employees of the County. All such personnel, contractors, and/or subcontractors shall be fully qualified and authorized/permitted under State and/or local law to perform such services.
- C. All services required hereunder will be performed by the City or under its supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under State or local law to perform such services.

8. SUSPENSION, TERMINATION, AND CLOSEOUT

- A. If the City fails to comply with the terms and conditions of this Contract, the County may pursue such remedies as are legally available, including, but not limited to, the suspension or termination of this Contract in the manner specified herein:
- B. **SUSPENSION**—If the City fails to comply with terms and conditions of this Contract, or whenever the City is unable to substantiate full compliance with provisions of this Contract, the County may suspend this Contract pending corrective action or investigation, effective not less than seven days following written notification to the City or its authorized representative. The suspension will remain in full force and effect until the City has taken corrective action to the satisfaction of the County and is able to substantiate its full compliance with the terms and conditions of this Contract. No obligations incurred by the City or its authorized representative during the period of suspension will be allowable under this Contract, except:
 - I. Reasonable, proper, and otherwise allowable costs which the City could not avoid during the period of suspension;
 - II. Otherwise, allowable costs incurred during the period of suspension, if upon investigation, the County is satisfied of the City's compliance with the terms

and conditions of this Contract to the extent of the compensation claimed by the City.

C. TERMINATION FOR CAUSE—If the City fails to comply with the terms and conditions of this Contract and any of the following conditions exist:

- I. The lack of compliance with the provisions of this Contract were of such scope and nature that the County deems continuation of this Contract to be substantially detrimental to the interests of the County;
- II. The City has failed to take satisfactory action as directed by the County or its authorized representative within the time period specified by same;
- III. The City has failed within the time specified by the County or its authorized representative to satisfactorily substantiate its compliance with the terms and conditions of this Contract; then,
- IV. The County may terminate this Contract in whole or in part, and thereupon shall notify the City of termination, the reasons therefore, and the effective date, provided such effective date shall not be prior to notification of the City. After this effective date, no charges incurred under any terminated portions outlined in the application for funding are allowable.

D. TERMINATION FOR OTHER GROUNDS—This Contract may also be terminated in whole or in part by mutual consent and written agreement setting forth the conditions of termination, including effective date and, in case of termination in part, that portion to be terminated.

9. COPYRIGHT RESTRICTION

No report, maps, or other documents produced in whole or in part under this Contract shall be the subject of an application for copyright by or on behalf of the City.

10. COMPLIANCE WITH LAWS

The County and the City shall comply with all applicable laws, ordinances, and codes of the Federal, State, and local governments with regard to the performance of this Contract.

11. TITLE VI OF THE CIVIL RIGHT ACT OF 1964

Under Title VI of the Civil Rights Act of 1964, no person shall, on the grounds of race, color, creed, religion, sex, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.

12. SECTION 109—HOUSING AND COMMUNITY DEVELOPMENT ACT OF 1974

No person in the United States shall on the grounds of race, color, creed, religion, sex, or national origin be excluded from participation in, be denied benefits of, or be subjected to

discrimination under any program or activity funded in whole or in part with funds made available under this title.

13. AGE DISCRIMINATION ACT OF 1975 (As Amended)

No person shall be excluded from participation, denied program benefits, or subjected to discrimination on the basis of age under any program or activity receiving Federal funding assistance (42 U.S.C. 610 et. seq.)

14. SECTION 504 OF THE REHABILITATION ACT OF 1973 (As Amended)

No otherwise qualified individual shall, solely by reason of his or her handicap, be excluded from participation (including employment), denied program benefits, or subjected to discrimination under any program or activity receiving Federal funds (29 U.S.C. 794).

15. INTEREST OF AGENTS AND OFFICERS OF THE COUNTY AND THE CITY

No member of the governing body of either party and no other officer, employee, or agent of either party who exercises any functions or responsibilities in connection with the planning or carrying out of the Project shall have any personal financial interest, direct or indirect, in this Contract.

16. HOLD HARMLESS AND INDEMNITY

The City shall indemnify and hold harmless the County, its officers, agents, and employees, from all liability, loss or damage, including costs of defense they may suffer as a result of claims, demands, actions costs, or judgments which result from the activities to be performed by the City, its agents, employees, or subcontractors pursuant to this Contract.

17. PUBLIC LIABILITY

The City or its contractor(s) shall maintain for the duration of work under this Contract, issued on an occurrence basis, comprehensive liability insurance with a combined single limit of not less than five million dollars (\$5,000,000.00) from a company authorized to provide insurance in the State of Washington. Said policies shall provide that the policy shall not be canceled or altered by any party without written notice to Yakima County, delivered not less than 30 days prior to such cancellation or alteration. Applicant certifies that comprehensive liability insurance with a combined single limit of not less than \$5,000,000.00 is in effect.

18. ASSIGNABILITY

The City shall not assign any interest in this Contract and shall not transfer any interest in this Contract (whether by assignment or novation) without prior written consent of the County thereto, provided, however, that claims for money by the City from the County under this Contract may be assigned to a bank, trust company, or other financial institution without such approval. Written notice of any such assignment or transfer shall be furnished promptly to the County by the City.

19. NON-WAIVER

The failure of either party to insist upon strict performance of any provision of this Contract or to exercise any right based upon a breach thereof or the acceptance of any performance during such breach shall not constitute a waiver of any right under this Contract.

20. CONTRACT MODIFICATIONS

It is mutually agreed and understood that no modification or waiver of any clause or condition of this Contract is binding upon either party unless such modification or waiver is in writing and executed by the County and the City.

21. SEVERABILITY

If any portion of this Contract is changed per mutual contract or any portion is held invalid, the remainder of this Contract shall remain in full force and effect.

22. NOTICES

A. 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:

TO CITY: Cus Arteaga
City Administrator/Public Works Director
207 West Second Street
Grandview, WA 98930

TO COUNTY: Craig Warner, Financial Services Director
128 North Second Street, Room 232
Yakima, WA 98901

or to such other addresses as the parties may hereafter designate in writing. Notices and/or demands shall be sent by registered or certified mail, postage prepaid, or hand-delivered. Such notices shall be deemed effective when mailed or hand-delivered at the addresses specified above.

23. INTEGRATION

This Contract contains all terms and conditions agreed to by the County and the City. There are no other oral or written agreements between the City and County as to the subjects contained herein. No changes or additions to this Contract shall be valid or binding upon either party unless such change or addition be in writing and executed by both parties.

24. GOVERNING LAW AND VENUE

All questions of the validity, construction, and application of this Contract shall be governed by the laws of the State of Washington. Venue for any suit between the parties arising out of this Contract shall be the Superior Court of Yakima County, Washington.

25. FILING

Upon execution by the authorized representatives of the parties, a copy of this Contract shall be promptly filed with the Yakima County Auditor pursuant to RCW 39.34.040.

IN WITNESS WHEREOF, the County and the City have executed this Contract as of the date and year last written below.

CITY OF GRANDVIEW

BOARD OF COUNTY COMMISSIONERS

Gloria Mendoza, Mayor

LaDon Linde, Chair

Approved as to Form:

Amanda McKinney, Commissioner

, City Attorney

Kyle Curtis, Commissioner

Approved as to Form:

Attest:

Dan Clark, Deputy Prosecuting Attorney

, City Clerk

CONTRACT AUTHORIZATION

Attest:

Date

Julie Lawrence, Clerk of the Board

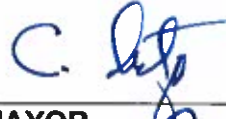
Date

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

ITEM TITLE Resolution authorizing application to the Yakima County Supporting Investments in Economic Development (SIED) Board to fund the Old Inland Empire Highway Sewer Main Improvement Project	AGENDA NO.: New Business 4 (F) AGENDA DATE: July 11, 2023
DEPARTMENT Public Works Department	FUNDING CERTIFICATION (City Treasurer) (If applicable)

DEPARTMENT DIRECTOR 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 needs to replace the existing deteriorated and undersized sewer main in OIE, from Grandridge Road to approximately 950 feet east of Division Street. This work would be coordinated with the City's existing OIE Roadway Improvement project scheduled for construction in 2023. It was anticipated these improvements would be a portion of a larger sewer main replacement project in coordination with Welch's plant expansion.

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.

The City wishes to submit an application to the Yakima County SIED Board for a grant/loan of up to \$2,000,000 to be used to fund sewer main improvements. The responsibility of repayment of funds will be the City and a private developer.

ACTION PROPOSED

Move a resolution authorizing application to the Yakima County Supporting Investments in Economic Development (SIED) Board to fund the Old Inland Empire Highway Sewer Main Improvement Project to a regular Council meeting for consideration.

RESOLUTION NO. 2023-_____

**A RESOLUTION OF THE CITY OF GRANDVIEW, WASHINGTON,
AUTHORIZING APPLICATION TO THE YAKIMA COUNTY SUPPORTING
INVESTMENTS IN ECONOMIC DEVELOPMENT (SIED) BOARD TO FUND THE OLD
INLAND EMPIRE HIGHWAY SEWER MAIN IMPROVEMENT PROJECT**

WHEREAS, to improve the economic vitality of the County, the Yakima County Supporting Investments in Economic Development (SIED) Board is authorized to make grants and loans to political subdivisions to fund projects that support tangible or potential investments in public infrastructure; and

WHEREAS, the Grandview City Council has determined that there is significant potential for private development, growth, and job creation within Grandview City limits on Old Inland Empire Highway; and

WHEREAS, the City Council wishes to authorize application to the Yakima County SIED Board for grant and loan funds to be used to fund sewer main improvements as mentioned above; and

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

The Mayor is authorized to submit and sign all application documents to the Yakima County SIED Board for a grant/loan of up to \$2,000,000, responsibility of repayment of funds will be on the City of Grandview and private developer, to fund sewer main improvements on Old Inland Empire Highway.

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

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

Yakima County

**Supporting Investments in
Economic Development**

**Committed Private Business
Application for Funding**

Threshold Requirements

All questions must be fully answered in order to qualify as a complete application. If you need more space for an answer, please attach additional sheets as needed noting the corresponding section, for example "C2."

- Resolution.** A resolution or ordinance of the local governmental jurisdiction authorizing the *SIED* application is required.
- Project Costs.** Engineer cost projections for public project costs are required. *SIED* will not entertain requests for project cost overruns. For the success of your project, ensure project cost estimations are realistic.
- Local Match.** A local match of twenty (20) percent of the *SIED* request is required. Local match may be demonstrated as cash or in-kind contribution.
- Other Funding Sources.** In addition to *SIED*, identify which public sources were considered to fund this project. Indicate what the outcome was.
- Planning.** A statement is required from the planning jurisdiction relating to the type of public facility for which a *SIED* investment is sought.
- Permits.** All public and private permits must be received.
- Private project description.** Job creation and private sector financing must be evident.
- Contingency Agreement.** A complete Contingency Agreement (form included) is required for all projects. The Contingency serves as the first level of convincing evidence that the private sector development will occur.
- Acceptance of Reporting Requirements.** The County is required to report annual information on the use of *SIED* funds. A signed agreement (form included) to report the use of *SIED* funds must accompany the application.

Please submit application to:

Yakima County Development Association
PO Box 1387, Yakima, WA 98907-1387
(10 North 9th Street, Yakima WA 98901)

REQUEST FOR FUNDING (Funding is awarded 50% Loan and 50% Grant. No more than \$2,000,000 total award from SIED when loan and grant combined.)

Interest rates on loans are established when the County formally approves the project contract by using the County Interfund Loan Rate, as authorized by law. Loans are given for a term of 10 years and annual payments are made in equal amounts on June 1st of each year.

An interlocal agreement will be established between the County and the applicant specifying repayment dates and a loan amortization schedule. Loan payment installments are based on an ordinary annuity, compounded annually.

If an applicant needs additional flexibility on loan repayment schedules they can request a deferral. Interest on loans will continue to accrue from the date the contract is approved by the County, even if the applicant is granted a deferral on their first loan payment.

If an applicant requests a deferral of the first loan payment, the applicant must justify the request.

A SIED loan is a general obligation of the jurisdiction receiving the loan. With acceptance of a SIED loan, the jurisdiction agrees to the terms of the interlocal agreement regardless of the project which prompted the application for SIED funding.

Applicant: <u>City of Grandview</u>	Tax ID #: <u>91-6001437</u>
Contact: <u>Cus Arteaga</u>	Title: <u>City Administrator/Public Works Director</u>
Phone: <u>509-882-9200</u>	Email: <u>carteaga@grandview.wa.us</u>
Address: <u>207 W. Second St.</u>	City: <u>Grandview</u> Zip Code: <u>98930</u>
Resolution Number Authorizing this Application for SIED Funding: _____	
I hereby certify that the information given in this application to the Supporting Investments in Economic Development Board is true and correct to the best of knowledge and belief.	
Signature of Responsible Official: _____	
Printed Name and Title: <u>Gloria Mendoza, Mayor</u>	

Indicate the full terms requested for SIED consideration:

- Loan Terms Requested: 10
- A deferral of the first loan payment (up to five years): 2
- Total number of years for repayment: 12
- Please provide justification If requesting a deferral of the first loan payment:

The City of Grandview would like a two year deferral on the first loan payment so the private sector development activity being supported in this application has time to begin generating tax revenues for the City prior to making the first deferred loan payment.

- Please provide justification if a lower interest rate is requested:

Executive Summary

The SIED Advisory Board takes many factors into consideration when making recommendations for funding. This Project Summary highlights the main factors including: local match, funding from other sources, jobs created/retained, wage rates, jobs created/retained per SIED dollar invested, new private investment, and new tax revenues generated.

Old Inland Empire Highway Sewer Main Improvements

Project Title: _____

Date of Application: _____

Project Summary: Describe the public infrastructure project and the private development that will occur. Explain why the private development requires the public infrastructure project:

This project will bring needed sanitary sewer improvements to Welch Foods Inc.(Welch) and Lineage Logistics, LLC (Lineage), remove existing sewer which is inaccessible for maintenance, and replace failing sanitary sewer to approximately 36 acres of land zoned as Light Industrial, 5 acres of land zoned as Single Family Residential, and 9 acres of land zoned as Manufactured Home Park along Old Inland Empire Highway (OIE) inside City of Grandview City Limits.

Welch is proposing to construct a new pre-treatment system for their operations and combine the discharges from both of their plants through this pre-treatment system for discharge to the City sewer. The existing City line is undersized and showing advanced corrosion damage.

The public infrastructure project will construct sanitary sewer south from OIE through the Lineage property, and abandon the existing inaccessible sewer line between Lineage buildings. Sanitary sewer will also be constructed west from Welch along OIE and 5th Street to Stassen Way.

The proposed project will allow the City of Grandview to improve and replace its utility facilities in an area where businesses are currently growing and relying on a failing sewer main. These improvements are critical to maintaining jobs and businesses within this area.

Indicate the Minimum Necessary Total Public Project Infrastructure Costs (no more than \$1,000,000 total award from SIED when loan and grant combined):

SIED Loan Requested: \$ 1,000,000
 SIED Grant Requested: \$ 1,000,000
 Local Match (20% of SIED request): \$ 400,000
 All Other Funding Sources: \$ _____
Total Public Project Cost: \$ 2,400,000

Total Private Investment in Plant/Equipment: \$ 9,000,000

Total Jobs Created/Retained: 143

Median Wage: \$ 26.48 Average Wage: \$ 26.48

Fringe Benefits Offered: Medical, Dental, Vision, Paid Time Off, Holiday Pay, 401K, Pension

Estimated Assessed Value of the New Plant/Equipment: \$ 9,000,000

Total SIED Request divided by Total Jobs Created/Retained: \$ 13,986

Total Private Investment in Plant/Equipment divided by Total SIED Request: \$ 4.5

Other Benefits of the Public Infrastructure Project:

The public infrastructure project provides an opportunity for the retainage and increase in jobs for the manufacturing zoned parcels in the City of Grandview along Old Inland Empire Highway. The revenue from the additional jobs and growth of the businesses in the area would be able to provide positive economic growth for the City of Grandview.

A. Public Sector Project

A1. List all funding sources for the public project and amount. Identify whether the amount has been provided or is being requested. Provide the status and date the funds were approved or the date that funds are expected to be approved:

SOURCE	STATUS	DATE	AMOUNT
SIED loan requested	Requested	_____	\$ 1,000,000
SIED grant requested	Requested	_____	\$ 1,000,000
Welch Contribution	Requested	_____	\$ 400,000
_____	_____	_____	\$ _____
_____	_____	_____	\$ _____
_____	_____	_____	\$ _____
Total project costs			\$ 2,400,000

Funding to complete the Public Project must be secured within one year of a SIED offer of financial aid

A2. Will this project upgrade an existing public facility or build a new one? Upgrade

Describe the entire public facility project, including the parts that you are not asking SIED to fund.

This utility infrastructure project will replace failing sanitary sewer to meet both current and future demands and allow for additional growth. These improvements will tie into future sanitary sewer upgrades that will extend south through Dykstra Park to existing sewer main.

A3. Specifically, for what element(s) of the public project are SIED funds requested?

SIED funding will be applied towards approximately 4700 LF of sewer improvements needed to support the surrounding commercial, industrial, and residential parcels.

A4. Describe how the public facility project will enhance or encourage other development in the immediate area in addition to the direct development described in this application section C.

The public facility project is necessary to accommodate the planned Welch Foods Inc. improvements and maintain their current operations while also providing opportunity for economic growth in the area. Replacing existing infrastructure shows commitment and partnership by the City of Grandview to local and prospective industries, and will allow for both short and long-term growth.

A5. List all permits and environmental reviews required for the **PUBLIC SECTOR PROJECT** and give their current status (applied for, application being prepared, permit issued, etc.)

PERMIT	ISSUER	STATUS	ANTICIPATED COMPLETION DATE
NEPA	WSDOT	Completed	10/20/2022
Plans & Specs Apprc	City of Grandview	To Be Completed	7/18/2023
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

Permits to complete the Public Project must be secured within six months of a SIED offer of financial aid

A6. If environmental permits are not required for the project (e.g., Shorelines Permit, Environmental Impact Statement, etc.), **please explain why they are NOT required.**

The primary portion of this project is categorically exempt from the SEPA process since the sewer main is 12 inches in diameter or less.

A shoreline permit is not required as there are no shorelines within or near the project area. An Environmental Impact Statement is not required per code or by contributing funding agencies.

The project has been approved by NEPA since part of the work falls within the limits of an adjacent, federally funded roadway project.

A7. Estimated schedule for public project completion. Indicate the month and year when the activities listed have been, or will be, completed.

	ESTIMATED COMPLETION DATE (month/year)
Preliminary Engineering Report	N/A
Environmental Review	Completed 10/22
All Required Permits Obtained	Completed 10/22
Design Engineering	07/23
Land/Right-of-Way Acquisition	N/A
Prepare Bid Documents	07/23
Award Construction Contract	08/23
Begin Construction	02/24 (City Sewer)
Project Operational	05/24 (City Sewer)

A8. What other jurisdictions, such as counties, cities, port districts, tribes, state/federal agencies are involved in the planning, design, financing, construction or operation of this project?

Lineage Logistics, LLC

 WSDOT

Please explain how completion of the project is coordinated between other involved parties.

Lineage Logistics, LLC has agreed to grant a utility easement to allow access to construct a new sewer main between existing buildings.

WSDOT- The sewer portion of the work has been included in a larger, federally funded project. The sewer portion requires (and has received) approval from WSDOT Local Programs.

A9. Will the SIED public facility project be totally maintained by the applicant? If not, whom? Please explain.

The City of Grandview will operate and maintain all improvements.

A10. How will this project impact utility rates and public services within the jurisdiction?

Utility rates are reviewed annually and may be adjust as necessary to pay the loan portion of the SIED funds. This project will improve public services within the jurisdiction by maintaining existing services and allowing for future growth.

B. Financial Information of SIED Applicant

B1. Other public sources of funding for public economic development projects are listed below and must be investigated. In addition to SIED, identify which public sources were considered to fund this project. Indicate what the outcome was.

Federal Grant/Loan Programs:	YES	NO	OUTCOME
Economic Development Administration	<input type="checkbox"/>	<input checked="" type="checkbox"/>	_____
Rural Development	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Utility Rate Impact
FASTACT	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Not Eligible
Other: _____	<input type="checkbox"/>	<input type="checkbox"/>	_____
State Grant/Loan Programs:			
Transportation Improvement Board	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Not Eligible
Community Development Block Grant	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Not Eligible
Public Works Trust Fund	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Not Available
Department of Ecology	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Not Eligible
CERB	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Utility Rate Impact
RTPO/MPO	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Not Eligible
Other	<input type="checkbox"/>	<input type="checkbox"/>	_____
Other Funding Options:			
Revenue Bonds	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Utility Rate Impact
General Obligation Bonds	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Utility Rate Impact
LID	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Cost > Value
ULID	<input type="checkbox"/>	<input checked="" type="checkbox"/>	_____
Other: _____	<input type="checkbox"/>	<input type="checkbox"/>	_____

B1 continued: Provide a narrative of the investigation of the above referenced funding sources and the outcomes:

The City of Grandview believes that SIED funds are the most efficient resource for this project due to a combination of funding eligibility criteria and the need for immediate funding availability. The timing of these other funding sources do not align with the proposed timing of the project.

B2. In the context of the local government's overall annual budget, explain the need for SIED assistance. If the applicant has budget reserves, please explain why these funds are not available for the project.

The City of Grandview budget is constrained by the rising costs associated with law and justice, other municipal service demands and loan repayments for existing loans/bonds. The City's existing budget for utilities is limited and primarily focused on maintaining existing infrastructure. Without the requested SIED assistance, this improvement/replacement project will not be constructed.

B3. Identify funds (General Fund, Utility Fund, Property taxes, etc.) that are eligible to repay a SIED loan:

The City of Grandview Sewer Fund is eligible to repay the SIED loan.

Will a revenue stream be generated that could repay a SIED loan outside of the system's normal operations and maintenance costs? If yes, please explain:

Utility rates may be increased if needed to repay the SIED loan. The amount discharged by an industry is factored into their utility rate. Industry growth will provide revenue to the Grandview sewer fund and pay for the SIED loan.

B4. If the local jurisdiction is not financially contributing to the project, please explain why.

All efforts to complete this application and coordinate with the developer are being paid for by the City of Grandview. The developer, Welch Foods, Inc. will be providing a 20% local match for the project. The City of Grandview will assume responsibility for all loan repayment.

C. Private Sector Project Complete Section C and a Contingency Agreement for each private sector entity.

In order to show that a specific private investment is ready to occur, but will do so only if SIED assistance is made available to the applicant, SIED requires a signed Contingency Agreement(s) between the applicant and the private sector representative(s). If a developer is involved, there must also be a signed Contingency Agreement between the developer and the proposed tenant.

Private Sector Business: <u>Welch Foods Inc.</u>		
Contact: <u>Tom Brooke</u>	Title: <u>Plant Engineer</u>	
Phone: <u>509-882-3112 x606</u>	Email: <u>tbrooke@welchs.com</u>	
Address: <u>504 Birch Ave</u>	City: <u>Grandview</u>	Zip Code: <u>98930</u>

C1. Describe the private development that will be supported by the public infrastructure/facility project.

Welch's has contracted with an engineering firm that has recommended combining two discharge points into one and installing a \$9 million wastewater treatment facility. This wastewater treatment project, when completed, will allow Welch's to meet the WA DOE permit requirements on pH control. This project to combine the two wastewater discharge flows, one each from Welch's Plant 1 and Plant 2 sites, requires upgrades to the City of Grandview's failing wastewater infrastructure to accommodate the discharge.

C2. Explain why the private development requires the proposed public infrastructure improvements described in this application.

The design and implementation of Welch's new wastewater treatment facility to control pH levels includes combining the separate wastewater discharge points into a single point of discharge. In anticipation of this private project, existing sewer facilities were inspected and advanced pipe corrosion was discovered. In light of this, the proposed private improvements cannot move forward without replacement of sewer infrastructure.

C3. Indicate the construction schedule (if applicable) for the proposed private sector project.

	(month/year)
Private Facility Construction Begins	07/2023
Private Facility Construction Completed	07/2024
Private Facility Operational	11/2024

C4. List all permits required for the **PRIVATE SECTOR PROJECT** and give their current status (applied for, application being prepared, permit issued, etc.)

PERMIT/ENVIROMENTAL REVIEW	ISSUER	STATUS	ANTICIPATED COMPLETION DATE
DOE	DOE	Approved	Completed
City of Grandview	City of Grandview	Pending	07/2023

Permits to complete the Private Project must be secured within one year of a SIED offer of financial aid

C5. What private authorizations remain prior to proceeding with the proposed private development project?
 All authorizations have been completed.

C6. Explain how the private sector is financing their capital investment in this project.
 The project is funded by Welch Foods Inc. with cash through its capital investment appropriations.

C6 continued: When will private sector financing be in place?

Financing is already in place

Please list financial references that can verify financing sources and capacity for this project.

Sharron Moss-Higham 973-997-3274

Michael Gracia 559-568-5162

C7. List the number of projected jobs to be retained and/or created by the firm as a direct result of the public infrastructure project supporting the private development. Retained jobs are defined as jobs that will be lost to the county if the public project is not completed.

Jobs must be expressed in Full Time Equivalents (FTEs) and wage data should exclude fringe benefits. Management positions should be indicated as an annual salary.

Job Description	# Of Jobs Retained (In FTEs)	# Of Jobs Created Year 1 (In FTEs)	# Of Jobs Created by Year 3 (In FTEs)	Current or initial Hourly Wages	Local Occupational Hourly Wages
Mgmt./Admin*	3			\$120k-180k/year	
Technical/Prof.	4			\$80k-105k/year	
Office/Clerical	2			\$45k-65k/year	
Production	34			\$26.08-\$29.20	
Sales	0				
Skilled Crafts	12			\$24.07-\$38.00	
Others	88			\$15.74-\$24.08	
Totals	143				

- a) How many of these positions are for seasonal work? Give response in FTE: 88
- b) What kind of fringe benefits does the company offer to regular full time employees?

Medical, Dental, Vision, PTO, Holiday Pay, Pension, 401K

C8. How were job projections developed? Explain how the projections are realistic.

The job projections are based on retention of all current positions already in place, both year-round and seasonal, at Welch's Grandview facility. If Welch's were unable to complete the new wastewater treatment project, and by extension, the associated sewer upgrades to accommodate the single point of discharge, Welch anticipates it might be unable to continue operation of the Grandview facility, thus jeopardizing the current positions.

C9. Will this project move existing jobs from another part of the county? If yes, please describe why the project cannot happen where the jobs are currently located.

No

C10. Will the private sector project offer expanded employment opportunities to disadvantaged or unemployed workers? How will the firm work to hire people from Yakima County?

Not necessarily. While Welch's anticipates the wastewater treatment project and the related sanitary sewer improvements will enable it to retain the existing positions at its Grandview facility, Welch's does not anticipate adding new positions at its Grandview facility at this time. In the future, Welch's will continue to explore opportunities for expansion for which these improvements are necessary. Welch's anticipates any hiring associated with normal employee turnover will be conducted consistent with its prior and current practices.

Attachments

1. **Resolution:** A resolution or ordinance of the local governmental jurisdiction authorizing the *SIED* application.
2. **Plan listing the project:** Attach a copy of the section of the comprehensive plan or capital facilities plan that lists the public project.
3. **Site map of the area:** Identify the location of the site, public infrastructure and private development project (existing and/or proposed). Specifically identify where *SIED* funds are proposed to be used.
Materials must be reproducible in black and white and in 8 1/2 x 11 format.
4. **Engineering estimates supporting project costs:** Identify whether estimates are from preliminary engineering or design engineering work.
SIED will not entertain requests for additional funding if projections are insufficient
5. **Contingency agreement:** A complete Contingency agreement (form included) is required for all projects. The agreement serves as the first level of convincing evidence that the private sector development will occur.
6. **Business plan or year-end financial statements of the Private Sector Business:** Attach supporting information such as a business plan or year-end financial statements (financial statements may be unaudited). The entire *SIED* application is considered a public record; however, financial and commercial information provided by the private business is exempt from disclosure to the extent permitted by RCW 42.56.270 paragraph (4).
7. **Letters of support:** If applicable, please include any letters of support for this project from partners or others entities in the community.

SAMPLE CONTINGENCY AGREEMENT

1. PARTIES.

The parties to this Agreement are *THE APPLICANT* and *THE PRIVATE BUSINESS*.

ATTENTION: If a developer is involved in the project, the tenant must also be a party to this agreement or there must be an additional agreement between the developer and the tenant.

2. PURPOSE.

The purpose of this Agreement is to clarify the intentions of the parties regarding the completion of *THE PUBLIC FACILITIES PROJECT*. This section should also contain an explanation of the need for the public improvements.

3. BACKGROUND.

The purpose of this section is to provide a description of the public improvements, which can be referenced, thereafter, as "required public improvements."

4. AGREEMENT.

This section must contain the following:

- a) A statement that the applicant agrees to construct the required public improvements providing that SIED financing is approved.
- b) A statement by the business of the projected number of permanent, full-time jobs created and/or retained as a result of the public facilities project. (Attention: Job estimates identified here must equal those in Question C5.)
- c) A statement by the business of the estimated private capital investment.
- d) An agreement by the business to contact the local One-Stop Career Center, Job Service Center, or appropriate Community Based Organization for assistance in filling new positions.
- e) An agreement by the business to provide the applicant with employment and investment data as requested by SIED.
- f) If applicable, this section must also contain a list of any public and/or private contributions to the public facilities project, such as cash contribution or donated land.

5. CONTINGENCY.

This Agreement is contingent upon receipt of SIED funds by *THE APPLICANT* and is intended to meet the first level of convincing evidence of private development as required by SIED.

All parties must sign the Agreement.

Supporting Investments in Economic Development Reporting Form

Applicant: _____

Project Title: _____

Public Infrastructure Project: _____

Plan Containing the Project: _____

Total Spent on the Project: _____

Amount of SIED Funds (loan and grant) spent on the project _____

Estimated Number of Businesses Created or Retained by Project: _____

Estimated Number of Jobs Created or Retained by Project: _____

Instructions to Preparer:

1. List the public facility project.
2. Indicate where the project is listed (e.g., officially adopted county economic development plan, economic development section of the county's comprehensive plan, etc.).
3. List an amount of total expenditures related to the project.
4. List an amount of expenditures paid for by SIED funding.
5. The applicant must provide an actual or estimated number of businesses jobs that will be created, attracted, expanded or retained.
6. Documentation supporting this report must be made available upon request for audit purposes and public requests.

If awarded SIED funds, I hereby agree to annually report to the SIED Board the use of those funds according to the instructions above.

Signature of Responsible Official: _____

Printed Name and Title: _____

Supporting Investments in Economic Diversity (SIED) Board

Contingency Agreement

1. PARTIES

The parties to this Agreement are City of Grandview, whose address is 207 West Second Street, Grandview, WA 98930 and Welch Foods, Inc., whose address is 401 Grandridge Rd., Grandview, WA 98930.

PURPOSE

To allow industrial business development and expansion to occur along Old Inland Empire (OIE) Highway and West Fifth Street near Division Street, the OIE Sewer Main Improvements project will be constructed to replace existing undersized and failing sewer infrastructure. The proposed project will allow the City of Grandview to improve and replace its utility facilities in an area where businesses are currently growing and relying on a failing sewer main. These improvements will help maintain the existing business area.

BACKGROUND

Required public improvements to be completed for this project include:

A. OIE Sewer Main Improvements Project

The project will construct a new sanitary sewer main south from OIE through property owned by Lineage Logistics, LLC and abandon portions of the existing inaccessible sewer line between buildings. A sanitary sewer main will also be constructed west from Welch's along OIE and 5th Street to Stassen Way.

AGREEMENT

The PARTIES do hereby agree as follows:

- A. The City of Grandview agrees to construct the required public improvements provided SIED financing is approved.
- B. Welch Foods, Inc. will invest \$400,000 in private funds towards the upgrade project.
- C. Welch Foods, Inc. projects approximately 143 jobs may be retained.
- D. Welch Foods, Inc. agrees to contact the local One-Stop Career Center, Job Service Center or other Community based Organizations for assistance in filling new job positions.
- E. Welch Foods, Inc. agrees to provide the City of Grandview with employment and investment data as requested by SIED.
- F. The funding for this project anticipates a \$1,000,000 SIED Grant, a \$1,000,000 SIED Loan, and a 20% matching requirement of \$400,000. The \$400,000 match will be provided by the developer, Welch Foods, Inc., in the form of cash.

CONTINGENCY

This Agreement is contingent upon receipt of the full SIED funding request by the City of Grandview.

City of Grandview

Date

Welch Foods, Inc.

Date

Mayor

Designated Representative

City of Grandview
OIE Sewer Main Improvements Project
Welch Foods, Inc.

CITY OF GRANDVIEW

4/13/2023

WELCH'S SEWER MAIN IMPROVEMENTS - Project Cost Summary

Engineer's Opinion of Construction Cost

HLA Project No. 22007G

Total Construction Cost, Projects A - D:

Project	Project Description	Project LF	Amount	Cost Per LF
A	Welch's to Division St. (12in)	950	\$361,300	\$381.00
B	Division Street to Grandridge Rd (18in)	700	\$363,800	\$520.00
C	Lineage Sewer Main Alignment (12in)	1,410	\$638,000	\$453.00
D	Grandridge to Dykstra Park - Total	2,340	\$1,470,100	\$629.00
Construction Total			\$2,833,200	
Construction with SIED Funding:		Total SIED Funding:	\$2,400,000	
A	Welch's to Division St. (12in)	950	\$361,300	\$381.00
B	Division Street to Grandridge Rd (18in)	700	\$363,800	\$520.00
C	Lineage Sewer Main Alignment (12in)	1,410	\$638,000	\$453.00
D	Grandridge to Dykstra (allowable funding)	1,650	\$1,036,900	\$629.00
SIED Construction Total			\$2,400,000	
Reference Distances from Grandridge Rd:				
D.1	Grandridge to end of 5th Street Manhole	950	LF	
D.2	5th Street Manhole to Dykstra Tie-in	1,390	LF	
Total to Park Termination:		2,340	LF	

CITY OF GRANDVIEW
WELCH'S SEWER MAIN IMPROVEMENTS - Welch's to Division Street

4/13/2023

Engineer's Opinion of Construction Cost

HLA Project No. 22007G

Item No.	Item Description	Payment Spec	Unit	Quantity	Unit Price	Amount
1	Minor Change	1-04.4(1)	FA	Est.	\$10,000.00	\$10,000.00
2	SPCC Plan	1-07.15(1)	LS	1	\$2,000.00	\$2,000.00
3	Mobilization	1-09.7	LS	1	\$20,000.00	\$20,000.00
4	Project Temporary Traffic Control	1-10.5	LS	1	\$10,000.00	\$10,000.00
5	Precast Manhole 48 in. Diam. Type 1	7-05.5	EA	5	\$4,000.00	\$20,000.00
6	Shoring or Extra Excavation	7-08.5	LF	950	\$5.00	\$4,750.00
7	Select Backfill, as Directed	7-08.5	CY	20	\$60.00	\$1,200.00
8	PVC Sanitary Sewer Pipe 12 in. Diam.	7-17.5	LF	950	\$140.00	\$133,000.00
9	Sanitary Sewer Bypass	7-17.5	LS	1	\$5,000.00	\$5,000.00
10	Controlled Density Fill	8-30.5	CY	30	\$280.00	\$8,400.00
Construction Subtotal						\$214,400.00
					Sales Tax 8.0%	\$17,200.00
					Contingency 20.0%	\$46,300.00
CONSTRUCTION TOTAL						\$277,900.00
					Design Engineering 15%	\$41,700.00
					Construction Engineering 15%	\$41,700.00
PROJECT TOTAL						\$361,300.00

Note:

1. Cost estimate does not include BNSF railroad easement/construction permitting, or new casing/pipe boring underneath railroad tracks.

WELCH'S SEWER MAIN IMPROVEMENTS - Division Street to Grandridge Rd

Engineer's Opinion of Construction Cost

HLA Project No. 22007G

Item No.	Item Description	Payment Spec	Unit	Quantity	Unit Price	Amount
1	Minor Change	1-04.4(1)	FA	Est.	\$10,000.00	\$10,000.00
2	SPCC Plan	1-07.15(1)	LS	1	\$2,000.00	\$2,000.00
3	Mobilization	1-09.7	LS	1	\$20,000.00	\$20,000.00
4	Project Temporary Traffic Control	1-10.5	LS	1	\$10,000.00	\$10,000.00
5	Precast Manhole 48 In. Diam. Type 1	7-05.5	EA	3	\$4,000.00	\$12,000.00
6	Shoring or Extra Excavation	7-08.5	LF	700	\$5.00	\$3,500.00
7	Select Backfill, as Directed	7-08.5	CY	130	\$60.00	\$7,800.00
8	PVC Sanitary Sewer Pipe 18 In. Diam.	7-17.5	LF	700	\$200.00	\$140,000.00
9	Sanitary Sewer Bypass	7-17.5	LS	1	\$5,000.00	\$5,000.00
10	Controlled Density Fill	8-30.5	CY	20	\$280.00	\$5,600.00
Construction Subtotal						\$215,900.00
Sales Tax 8.0%						\$17,300.00
Contingency 20.0%						\$46,600.00
CONSTRUCTION TOTAL						\$279,800.00
Design Engineering 15%						\$42,000.00
Construction Engineering 15%						\$42,000.00
PROJECT TOTAL						\$363,800.00

Note:

1. Cost estimate does not include BNSF railroad easement/construction permitting, or new casing/pipe boring underneath railroad tracks.

CITY OF GRANDVIEW

4/13/2023

WELCH'S SEWER MAIN IMPROVEMENTS - Lineage Alignment

Reviewed: TDA on 3/10/23

Engineer's Opinion of Construction Cost

HLA Project No. 22007G

Item No.	Item Description	Payment Spec	Unit	Quantity	Unit Price	Amount
1	Minor Change	1-04.4(1)	FA	Est.	\$20,000.00	\$20,000.00
2	SPCC Plan	1-07.15(1)	LS	1	\$2,000.00	\$2,000.00
3	Mobilization	1-09.7	LS	1	\$35,000.00	\$35,000.00
4	Project Temporary Traffic Control	1-10.5	LS	1	\$10,000.00	\$10,000.00
5	Crushed Surfacing Base Course	4-04.5	TON	410	\$40.00	\$16,400.00
6	Crushed Surfacing Top Course	4-04.5	TON	150	\$45.00	\$6,750.00
7	HMA Cl. 1/2-Inch PG 64-28	5-04.5	TON	170	\$250.00	\$42,500.00
8	Precast Manhole 48 In. Diam. Type 1	7-05.5	EA	7	\$4,000.00	\$28,000.00
9	Shoring or Extra Excavation	7-08.5	LF	1,410	\$5.00	\$7,050.00
10	Select Backfill, as Directed	7-08.5	CY	50	\$60.00	\$3,000.00
11	PVC Sanitary Sewer Pipe 12 In. Diam.	7-17.5	LF	1,410	\$140.00	\$197,400.00
12	Sanitary Sewer Bypass	7-17.5	LS	1	\$5,000.00	\$5,000.00
13	Controlled Density Fill	8-30.5	CY	20	\$280.00	\$5,600.00
Construction Subtotal						\$378,700.00
Sales Tax 8.0%						\$30,300.00
Contingency 20.0%						\$81,800.00
CONSTRUCTION TOTAL						\$490,800.00
Design Engineering 15%						\$73,600.00
Construction Engineering 15%						\$73,600.00
PROJECT TOTAL						\$638,000.00

WELCH'S SEWER MAIN IMPROVEMENTS - Grandridge Rd. to Dykstra Park Termination

Engineer's Opinion of Construction Cost

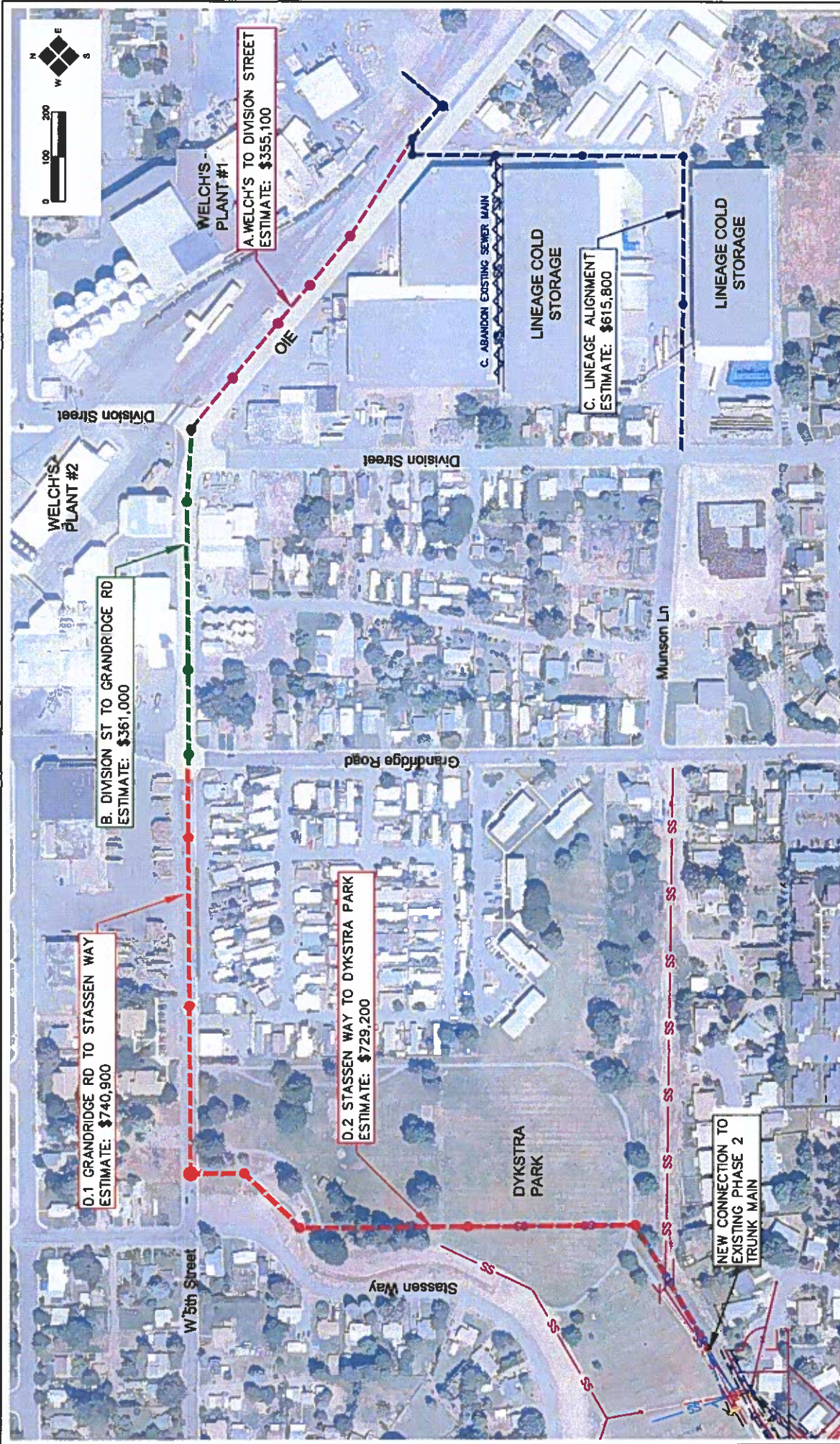
HLA Project No. 22007G

Item No.	Item Description	Payment Spec	Unit	Quantity	Unit Price	Amount
1	Minor Change	1-04.4(1)	FA	Est.	\$10,000.00	\$10,000.00
2	SPCC Plan	1-07.15(1)	LS	1	\$2,000.00	\$2,000.00
3	Mobilization	1-09.7	LS	1	\$80,000.00	\$80,000.00
4	Project Temporary Traffic Control	1-10.5	LS	1	\$40,000.00	\$40,000.00
5	Removal of Structures and Obstructions	2-02.5	LS	1	\$20,000.00	\$20,000.00
6	Crushed Surfacing Base Course	4-04.5	TON	275	\$40.00	\$11,000.00
7	Crushed Surfacing Top Course	4-04.5	TON	100	\$45.00	\$4,500.00
8	HMA Cl. 1/2-Inch PG 64-28	5-04.5	TON	110	\$200.00	\$22,000.00
9	Precast Manhole 48 In. Diam. Type 1	7-05.5	EA	7	\$4,000.00	\$28,000.00
10	Shoring or Extra Excavation	7-08.5	LF	2,440	\$5.00	\$12,200.00
11	Select Backfill, as Directed	7-08.5	CY	20	\$60.00	\$1,200.00
12	PVC Sanitary Sewer Pipe 18 In. Diam.	7-17.4	LF	950	\$200.00	\$190,000.00
13	PVC Sanitary Sewer Pipe 21 In. Diam.	7-17.5	LF	1,390	\$250.00	\$347,500.00
14	Sanitary Sewer Pipe Repairs	7-17.5	FA	1	\$10,000.00	\$10,000.00
15	Sanitary Sewer Bypass	7-17.5	LS	1	\$5,000.00	\$5,000.00
16	Side Sewers	7-18.5	EA	12	\$4,000.00	\$48,000.00
17	Erosion/Water Pollution Control	8-01.5	FA	1	\$10,000.00	\$10,000.00
18	Landscape Restoration	8-02.5	FA	1	\$20,000.00	\$20,000.00
19	Controlled Density Fill	8-30.5	CY	40	\$280.00	\$11,200.00

Construction Subtotal		\$872,600.00
Sales Tax	8.0%	\$69,800.00
Contingency	20.0%	\$188,500.00
CONSTRUCTION TOTAL		\$1,130,900.00
Design Engineering	15%	\$169,600.00
Construction Engineering	15%	\$169,600.00
PROJECT TOTAL		\$1,470,100.00

Note:

1. Cost estimate for total cost of sewer pipe from Grandridge Rd. to end of 2022 sewer main replacement project.



CITY OF GRANDVIEW SANITARY SEWER TRUNK MAIN REPLACEMENT - PHASE 3		SHEET 1 OF 1
JOB NUMBER: 250076	DATE: 4/19/2023	DRAWING FILE NAME: SANITARY SEWER TRUNK MAIN REPLACEMENT - PHASE 3
DRAWING PLOT: 17166.dwg	DATE: 4/19/2023	
DESIGNED BY: JMA	CHECKED BY: JMA	DATE: 4/19/2023
REVISION:	DATE:	REVISION:

2803 River Road
 Yelm, WA 98502
 509.966.7000
 Fax: 509.965.3800
 www.hla-inc.com

