

**GRANDVIEW CITY COUNCIL
REGULAR MEETING AGENDA
TUESDAY, DECEMBER 12, 2023**



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

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

REGULAR MEETING – 7:00 PM

PAGE

- 1. CALL TO ORDER & ROLL CALL**
- 2. PLEDGE OF ALLEGIANCE**
- 3. APPROVE AGENDA**
- 4. PRESENTATIONS**
 - A. Certificates of Extraordinary Achievement – Grandview Grid Kids Pee Wee Squad 1
Championship
 - B. Retirement Award – City Administrator/Public Works Director Cus Arteaga
 - C. Service Award – Mayor Gloria Mendoza
- 5. PUBLIC COMMENT** – At this time, the public may address the Council on any topic whether on the agenda or not, except those scheduled for public hearing. The public comment period is not an opportunity for dialogue with the Mayor and Councilmembers, or for posing questions with the expectation of an immediate answer. Many questions require an opportunity for information gathering and deliberation. For this reason, Council will accept comments, but will not directly respond to comments, questions or concerns during public comment. If you would like to address the Council, please step up to the microphone and give your name and address for the record. Your comments will be limited to three minutes.
- 6. CONSENT AGENDA** – Items on the Consent Agenda will be voted on together by the Council, unless a Councilmember requests that items be removed from the Consent Agenda and discussed and voted upon separately. An item removed from the Consent Agenda will be placed under Unfinished and New Business.
 - A. Minutes of the November 28, 2023 Committee-of-the-Whole meeting 2-8
 - B. Minutes of the November 28, 2023 Council meeting 9-14
 - C. Payroll Check Nos. 13642-13671 in the amount of \$30,205.00
 - D. Payroll Electronic Fund Transfers (EFT) Nos. 61200-61206 in the amount of \$111,601.27
 - E. Payroll Direct Deposit 11/16/23-11/30/23 in the amount \$111,601.27
 - F. Claim Check Nos. 127838-127949 in the amount of \$1,184,915.80
- 7. ACTIVE AGENDA** – Notice: Items discussed at the 6:00 pm Committee-of-the-Whole meeting of an urgent or time sensitive nature may be added to the active agenda pursuant to City Council Procedures Manual Section 3.18(c).
 - A. Resolution No. 2023-78 approving a Site Use Agreement between People For People 15-21
and the City of Grandview Community Center

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B. Beautification Commission Appointments	
• Brenda Shephard – Term 12/31/2029	
• Erin Olsen – Term 12/31/2029	
C. Resolution No. 2023-79 authorizing the Mayor to sign the Washington State Department of Transportation Local Agency A&E Professional Services Negotiated Hourly Rate Consultant Agreement with HLA Engineering and Land Surveying, Inc., for design engineering services on the Wine Country Road Park and Ride Improvements	22-57
D. Resolution No. 2023-80 approving Task Order No. 2023-12 with HLA Engineering and Land Surveying, Inc., for the Wine Country Road Park and Ride Improvements	58-63
E. Resolution No. 2023-81 accepting the bid and authorizing the Grandview Herald as the Official City Newspaper for the year 2024	64-67
F. Ordinance No. 2023-26 adopting the budget and confirming tax levies for revenue to carry on the government for the fiscal year ending December 31, 2024	68-69
G. Ordinance No. 2023-27 amending the City of Grandview 2024 non-union salary schedule	70-71
H. Ordinance No. 2023-28 amending Grandview Municipal Code Section 2.28.450 Compensation for Volunteer Firefighters	72-74
I. Resolution No. 2023-82 authorizing the Mayor to sign a Professional Services Contract for Hearing Examiner Services with Gary M. Cuillier	75-79
J. Resolution No. 2023-83 approving Task Order No. 2023-10 with HLA Engineering and Land Surveying, Inc., for the Butternut Well Control Upgrades	80-85
K. Resolution No. 2023-84 authorizing the Mayor to sign the Washington State Transportation Improvement Board Fuel Tax Grant Agreement Project Number 3-E-183(011)-1 for the Wine Country Road Overlay from Euclid Street to Grandridge Road	86-93
L. Resolution No. 2023-85 authorizing the Mayor to sign a Public Sector Service Agreement with Yakima County Development Association for Economic Development Services	94-100
M. Resolution No. 2023-86 authorizing the Mayor to sign the Technical Assistance Contract No. 010124GV with the Yakima Valley Conference of Governments	101-103
N. Resolution No. 2023-87 approving Task Order No. 2023-11 with HLA Engineering and Land Surveying, Inc., for the 3.0 MG Reservoir Storage Improvements	104-112
8. UNFINISHED AND NEW BUSINESS	
9. CITY ADMINISTRATOR AND/OR STAFF REPORTS	
10. MAYOR & COUNCILMEMBER REPORTS	
11. ADJOURNMENT	

The City of Grandview Committee-of-the-Whole and Regular Council Meetings scheduled for Tuesday, December 12, 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/89755562865?pwd=zrcXzSGe4TinZErseoQwCMWVUTq74L.1>

To join via phone: +1 253 215 8782

Meeting ID: 897 5556 2865

Passcode: 768815

Grandview Grid Kids Association

On Saturday, November 4th, 2023 Grandview's Pee Wee Squad (Squad D) made history by winning the first-ever Grid Kids Pee Wee Squad (Squad D) Championship game against Yakima Thunder! Grandview's youngest team of football players consisting of only thirteen (13) athletes had an exciting and sensational season of 8 wins, 1 tie, and 1 loss!

In order to win the championship game which was held at Marquette Stadium in Yakima, WA the squad had to win two (2) play-off games one against the Yakima Vipers and the other against Yakima Thunder. They were victorious.

These talented kids were coached by Matthew Esparza, a Grandview native, who had his own seven year old son, Anthony Michael, playing on the team. It was a first for both Esparza's who both said they would be back next season to coach and play. Esparza's older son, Alijah Castillo, a GHS football player, assisted his dad in coaching the squad this past season.

The Pee Wee Squad practiced four days a week (sometimes up to five (5) in 100 degree weather but, their spirit and commitment never wavered. They showed up every Saturday morning with their gear bright and early ready to play. Coach Esparza really knew how to motivate the boys to play their best and keep them energized until the very last second of the game.

During the summer, the team, parents and volunteers held a successful carwash that allowed them to purchase brand-new jerseys for the season. They also represented the Grid Kids Association at Camacho's Trunk or Treat Event as well as, Grandview's Main Street Trunk or Treat Event. The Pee-Wee Squad was active in parades, football games, and was recognized at the GHS Homecoming Game this fall.

The parents of these future GHS football players were very supportive of both coaches and their sons. There was never a shortage of snacks, water or donations to the team by the parents or the community.

The Grid Kids Pee Wee Squad Of 2023 (Squad D) have walked away this season with a greater sense of pride for themselves, for their community, and for their coaches.

Martha Esparza
509-439-7928

**GRANDVIEW CITY COUNCIL
COMMITTEE-OF-THE-WHOLE MEETING MINUTES
NOVEMBER 28, 2023**

1. CALL TO ORDER

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

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

2. ROLL CALL

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

Present via teleconference: None

Absent: Councilmember Steve Barrientes

Staff present: City Administrator/Public Works Director Cus Arteaga, City Administrator Shane Fisher, City Attorney Quinn Plant, City Treasurer Matt Cordray, Parks & Recreation Director Gretchen Chronis, Public Works Director Hector Mejia and City Clerk Anita Palacios

3. PUBLIC COMMENT – None

4. NEW BUSINESS

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

Parks and Recreation Director Chronis explained that for several years, the City has allowed People For People the use of the Community Center for the operation of a noon meal program to serve hundreds of area senior citizens. This valuable program enhances the health and social well-being of the elderly. She presented the annual Site Use Agreement between People For People and the City to provide food and nutrition services for area senior citizens. The noon meal program has offered a host of opportunities for the Parks and Recreation staff and volunteers to enhance lives with additional and meaningful recreation programs. In addition, the agreement included a reimbursement provision for utility costs from People For People in the amount of \$500 per month. The term of the agreement was from January 1, 2024 through December 31, 2024.

Discussion took place.

On motion by Councilmember Ozuna, second by Councilmember Flores, the C.O.W. moved a resolution approving a Site Use Agreement between People For People and the City of Grandview Community Center to the December 12, 2023 regular Council meeting for consideration.

Roll Call Vote:

- Councilmember Diaz – Yes
- Councilmember Flores – Yes

- Councilmember Moore – Yes
- Councilmember Ozuna – Yes
- Councilmember Rodriguez – Yes
- Councilmember Souders – Abstained

B. Beautification Commission Appointments

Parks and Recreation Director Chronis explained that there were currently two vacancies on the Beautification Commission. The following appointments were being presented by the Mayor to Council for confirmation:

Beautification Commission

- Brenda Shephard
- Erin Olsen

Term

12/31/2029
12/31/2029

Discussion took place.

On motion by Councilmember Diaz, second by Councilmember Souders, the C.O.W. moved the confirmation of the following Beautification Commission appointments as recommended by the Mayor to the December 12, 2023 regular Council meeting for consideration:

- Brenda Shephard
- Erin Olsen

12/31/2029
12/31/2029

Roll Call Vote:

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

C. Resolution authorizing the Mayor to sign the Washington State Department of Transportation Local Agency A&E Professional Services Negotiated Hourly Rate Consultant Agreement with HLA Engineering and Land Surveying, Inc., for design engineering services on the Wine Country Road Park and Ride Improvements

City Administrator Arteaga explained that the City received funding through the Regional Mobility Grant program by the Washington State Legislature, administered by the Washington State Department of Transportation (WSDOT), in the amount of \$323,384. Funding was for the design and resurfacing of the parking lot, relocation of the existing pathway, construction of a bus shelter, and installation of two (2) electric charging stations necessary to improve vehicular and transportation passenger safety. He presented the WSDOT Local Agency A&E Professional Services Negotiated Hourly Rate Consultant Agreement with HLA Engineering and Land Surveying, Inc., for design engineering services on the Wine Country Road Park and Ride Improvements services in the amount of \$26,835.

Discussion took place.

On motion by Councilmember Ozuna, second by Councilmember Moore, the C.O.W. moved a resolution authorizing the Mayor to sign the Washington State Department of Transportation Local Agency A&E Professional Services Negotiated Hourly Rate Consultant Agreement with HLA Engineering and Land Surveying, Inc., for design engineering services on the Wine Country Road Park and Ride Improvements to the December 12, 2023 regular Council meeting for consideration.

Roll Call Vote:

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

D. Resolution approving Task Order No. 2023-12 with HLA Engineering and Land Surveying, Inc., for the Wine Country Road Park and Ride Improvements

City Administrator Arteaga explained that the City received funding through the Regional Mobility Grant program by the Washington State Legislature, administered by the Washington State Department of Transportation, in the amount of \$323,384. Funding was for the design and resurfacing of the parking lot, relocation of the existing pathway, construction of a bus shelter, and installation of two (2) electric charging stations necessary to improve vehicular and transportation passenger safety. He presented Task Order 2023-12 with HLA Engineering and Land Surveying, Inc., which provided for design and construction engineering services for the Wine Country Road Park and Ride Improvements with an estimated fee for services in the amount of \$41,312 for design engineering and \$43,632 for construction engineering. HLA services would include a comprehensive civil engineering construction document package (plans, specifications, and estimate) to resurface the parking lot, relocate the existing pathway, construct a bus shelter, and install electric charging stations.

Discussion took place.

On motion by Councilmember Ozuna, second by Councilmember Rodriguez, the C.O.W. moved a resolution approving Task Order No. 2023-12 with HLA Engineering and Land Surveying, Inc., for the Wine Country Road Park and Ride Improvements to the December 12, 2023 regular Council meeting for consideration.

Roll Call Vote:

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

E. Resolution approving the final plat of Grandridge Estates – Phase 5 located on Grandridge Road

City Administrator Arteaga explained that at the March 24, 2020 meeting, Council adopted Resolution No. 2020-13 approving the Grandridge Estates Subdivision 227-lot preliminary plat. Following approval of the preliminary plat, the developer proceeded with the infrastructure improvements for Grandridge Estates subject to the conditions as outlined in the Hearing Examiner's report and per Grandview Municipal Code Section 16.24 Design Standards and Section 16.28 Improvements. Phase 1 consisting of 25 lots was approved by the Council on September 8, 2020. Phase 2 consisting of 47 lots was approved by the Council on November 10, 2020. Phase 4 consisting of 22 lots was approved by the Council on April 13, 2021. Phase 8 consisting of 27 lots was approved by Council on November 9, 2021. Phase 9 consisting of 33 lots was approved by Council on April 12, 2022. Phase 10 consisting of 32 lots was approved by Council on November 8, 2022. The infrastructure improvements for Grandridge Estates Phase 5 consisting of 32 lots was completed to the City's standards. The final plat map for Phase 5 was presented for consideration.

Discussion took place.

On motion by Councilmember Souders, second by Councilmember Rodriguez, the C.O.W. moved a resolution approving the final plat of Grandridge Estates – Phase 5 located on Grandridge Road to the November 28, 2023 regular Council meeting for consideration.

Roll Call Vote:

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

F. Resolution approving the final plat of Eldorado Estates – Phase 1 located on Wilson Highway

City Administrator Arteaga explained that at the November 23, 2021 City Council meeting, Council adopted Resolution No. 2021-47 approving the Eldorado Estates Residential Subdivision 92-Lot Preliminary Plat. Following approval of the preliminary plat, the developer proceeded with the public infrastructure improvements for Eldorado Estates subject to the conditions as outlined in the Hearing Examiner's recommendation and per Grandview Municipal Code Section 16.24 Design Standards and Section 16.28 Improvements. The infrastructure improvements for Eldorado Estates – Phase 1 consisting of 30 lots was completed to the City's standards. The final plat map for Eldorado Estates – Phase 1 was presented for consideration.

Discussion took place.

On motion by Councilmember Moore, second by Councilmember Souders, the C.O.W. moved a resolution approving the final plat of Eldorado Estates – Phase 1 located on Wilson Highway to the December 12, 2023 regular Council meeting for consideration.

Roll Call Vote:

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

G. Resolution accepting the bid and authorizing the Grandview Herald as the Official City Newspaper for the year 2024

City Clerk Palacios explained that RCW 35.23.352(7) provides that bids were required to secure the services of the official newspaper. Bids to serve as the Official City Newspaper for the year 2024 were opened on November 15, 2023. The City received one (1) bid from the Grandview Herald. The bid was as follows:

<u>Newspaper</u>	<u>Type of Publication</u>	<u>Rate (per column inch)</u>
Grandview Herald	Legal Notices	\$7.25
	Display Advertising	\$8.75

Discussion took place.

On motion by Councilmember Ozuna, second by Councilmember Diaz, the C.O.W. moved a resolution accepting the bid and authorizing the Grandview Herald as the Official City Newspaper for the year 2024 to the December 12, 2023 regular Council meeting for consideration.

Roll Call Vote:

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

H. Ordinance adopting the budget and confirming tax levies for revenue to carry on the government for the fiscal year ending December 31, 2024

City Treasurer Cordray explained that during the months of August through November, there were numerous staff reviews, budget discussions and City Council special meetings regarding the 2024 preliminary budget.

Discussion took place.

On motion by Councilmember Moore, second by Councilmember Souders, the C.O.W. moved an ordinance adopting the budget and confirming tax levies for revenue to carry on the government for the fiscal year ending December 31, 2024 to the December 12, 2023 regular Council meeting for consideration.

Roll Call Vote:

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

I. Ordinance amending the City of Grandview 2024 non-union salary schedule

City Treasurer Cordray explained that the 2024 preliminary budget included a 3% salary increase for non-union employees.

Discussion took place.

On motion by Councilmember Diaz, second by Councilmember Ozuna, the C.O.W. moved an ordinance amending the City of Grandview 2024 non-union salary schedule to the December 12, 2023 regular Council meeting for consideration.

Roll Call Vote:

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

J. Ordinance amending Grandview Municipal Code Section 2.28.450 Compensation for Volunteer Firefighters

City Treasurer Cordray explained that the 2024 preliminary budget included a compensation increase for volunteer firefighters.

Discussion took place.

On motion by Councilmember Moore, second by Councilmember Rodriguez, the C.O.W. moved an ordinance amending Grandview Municipal Code Section 2.28.450 Compensation for Volunteer Firefighters to the December 12, 2023 regular Council meeting for consideration.

Roll Call Vote:

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

- Councilmember Souders – Yes

5. OTHER BUSINESS

Cemetery Improvement Committee – City Administrator Fisher reported that the Cemetery Improvement Committee would be visiting area cemeteries for additional ideas.

ARPA Funding – City Administrator reported that the ARPA Committee met on November 17, 2023 to discuss the need to allocate remaining ARPA funds in 2024. The ARPA Committee focused on new projects that align with ARPA's final rule and community surveys. The Committee's goal was to get all projects selected and presented to Council for consideration at the December 12, 2023 C.O.W. meeting.

YVCOG Christmas Celebration & General Membership Meeting – Councilmember Moore reported that the YVCOG Christmas Celebration and General Membership meeting was scheduled for December 13, 2023 in Yakima.

Mainstreet Grandview – Councilmember Flores reported that the Mainstreet Grandview Small Business Resource and Network Forum was held on November 20, 2023 at Herb's Bar and Grill. Small Business Saturday was held on November 25, 2023. Mainstreet Grandview would be scheduling a strategic planning meeting in the near future.

Cocoa and Carols – Councilmember Moore reported that the Chamber of Commerce Cocoa and Carols was scheduled for December 1, 2023, 6:00 p.m., at the Museum.

Jingle Trot – Councilmember Moore reported that the Chamber of Commerce Jingle Trot was scheduled for December 16, 2023.

6. ADJOURNMENT

On motion by Councilmember Moore, second by Councilmember Flores, the C.O.W. meeting adjourned at 6:30 p.m.

Mayor Gloria Mendoza

Anita Palacios, City Clerk

**GRANDVIEW CITY COUNCIL
REGULAR MEETING MINUTES
NOVEMBER 28, 2023**

1. CALL TO ORDER

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

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

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

Present via teleconference: None

Absent: Councilmember Steve Barrientes

On motion by Councilmember Moore, second by Councilmember Diaz, Council excused Councilmember Barrientes from the meeting.

Roll Call Vote:

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

Staff present: City Administrator/Public Works Director Cus Arteaga, City Administrator Shane Fisher, City Attorney Quinn Plant, City Treasurer Matt Cordray, Public Works Director Hector Mejia and City Clerk Anita Palacios

2. PLEDGE OF ALLEGIANCE

Mayor Mendoza led the pledge of allegiance.

3. APPROVE AGENDA

On motion by Councilmember Moore, second by Councilmember Rodriguez, Council approved the November 28, 2023 regular meeting agenda as presented.

Roll Call Vote:

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

4. **PRESENTATIONS** – None
5. **PUBLIC COMMENT** – None
6. **CONSENT AGENDA**

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

- A. Minutes of the November 14, 2023 Committee-of-the-Whole meeting
- B. Minutes of the November 14, 2023 Council meeting
- C. Payroll Check Nos. 13625-13641 in the amount of \$106,857.70
- D. Payroll Electronic Fund Transfers (EFT) Nos. 61190-61194 in the amount of \$98,439.04
- E. Payroll Direct Deposit 11/1/23-11/15/23 in the amount \$134,507.22
- F. Claim Check Nos. 127729-127837 in the amount of \$1,141,345.69

Roll Call Vote:

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

7. **ACTIVE AGENDA**

A. **Public Hearing – 2024 Preliminary Budget**

Mayor Mendoza opened the public hearing for the purpose of receiving comments on the 2024 Preliminary Budget by reading the public hearing procedure.

City Clerk Palacios indicated that there were no public comments received by mail.

Mayor Mendoza requested public comments. No public comments were received.

The public testimony portion of the hearing was declared closed and no further comments were received.

B. **Public Hearing – Surplus City-Owned Property**

Mayor Mendoza opened the public hearing for the purpose of considering whether City-owned property should be declared surplus to the municipal water utility by reading the public hearing procedure.

The City-owned property involved, Yakima County Parcel No. 230913-31003 consisting of 9.58 acres is located adjacent to the City's Public Works Department at 603 North Willoughby Road, Grandview, WA.

Before hearing from the public, Public Works Director Mejia presented the staff report. He explained that the City-owned property involved, Yakima County Parcel No. 230913-31003 consisting of 9.58 acres was located adjacent to the City's Public Works Department at 603 North Willoughby Road, Grandview, WA. The property was purchased in 1977 with funds from the municipal water utility fund and at that time was intended for future use in connection with the provision and/or maintenance of municipal utilities. The City identified a need for this property to be used for expansion of the City of Grandview Cemetery and the property was suitable to these needs as it was adjacent to the current Cemetery.

City Clerk Palacios indicated that there were no public comments received by mail.

Mayor Mendoza requested public comments. No public comments were received.

The public testimony portion of the hearing was declared closed and no further comments were received.

C. Resolution No. 2023-70 declaring property purchased by the Water Utility Fund surplus and transferring said property to the Cemetery Fund

This item was previously discussed at the November 28, 2023 public hearing.

On motion by Councilmember Moore, second by Councilmember Rodriguez, Council approved Resolution No. 2023-70 declaring property purchased by the Water Utility Fund surplus and transferring said property to the Cemetery Fund.

Roll Call Vote:

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

D. Resolution No. 2023-71 authorizing the Mayor to sign the Interlocal Agreement between the City of Sunnyside and the City of Grandview for the Housing of Inmates Addendum III

This item was previously discussed at the November 14, 2023 C.O.W. meeting.

On motion by Councilmember Ozuna, second by Councilmember Diaz, Council approved Resolution No. 2023-71 authorizing the Mayor to sign the Interlocal Agreement between the City of Sunnyside and the City of Grandview for the Housing of Inmates Addendum III.

Roll Call Vote:

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

- Councilmember Rodriguez – Yes
- Councilmember Souders – Yes

E. **Resolution No. 2023-72 authorizing the Mayor to sign the 2024 Interlocal Corrections/Detention Agreement with Yakima County**

This item was previously discussed at the November 14, 2023 C.O.W. meeting.

On motion by Councilmember Diaz, second by Councilmember Souders, Council approved Resolution No. 2023-72 authorizing the Mayor to sign the 2024 Interlocal Corrections/Detention Agreement with Yakima County.

Roll Call Vote:

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

F. **Resolution No. 2023-73 approving Task Order No. 2023-02 Amendment No. 1 with HLA Engineering and Land Surveying, Inc., for the West Fifth Street Resurfacing Improvements**

This item was previously discussed at the November 14, 2023 C.O.W. meeting.

On motion by Councilmember Moore, second by Councilmember Diaz, Council approved Resolution No. 2023-73 approving Task Order No. 2023-02 Amendment No. 1 with HLA Engineering and Land Surveying, Inc., for the West Fifth Street Resurfacing Improvements.

Roll Call Vote:

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

G. **Resolution No. 2023-74 approving the final plat of Euclid Meadows PUD – Phase 2 located on North Euclid Road**

This item was previously discussed at the November 14, 2023 C.O.W. meeting.

On motion by Councilmember Rodriguez, second by Councilmember Souders, Council approved Resolution No. 2023-74 approving the final plat of Euclid Meadows PUD – Phase 2 located on North Euclid Road.

Roll Call Vote:

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

H. **Resolution No. 2023-75 authorizing the Mayor to enter into an Agreement for Professional Services with HLA Engineering and Land Surveying, Inc., for the years 2024, 2025 and 2026**

This item was previously discussed at the November 14, 2023 C.O.W. meeting.

On motion by Councilmember Moore, second by Councilmember Rodriguez, Council approved Resolution No. 2023-75 authorizing the Mayor to enter into an Agreement for Professional Services with HLA Engineering and Land Surveying, Inc., for the years 2024, 2025 and 2026.

Roll Call Vote:

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

I. **Ordinance No. 2023-25 amending the 2023 Annual Budget**

This item was previously discussed at the November 14, 2023 C.O.W. meeting.

On motion by Councilmember Rodriguez, second by Councilmember Moore, Council approved Ordinance No. 2023-25 amending the 2023 Annual Budget.

Roll Call Vote:

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

J. **Resolution No. 2023-76 approving the final plat of Grandridge Estates – Phase 5 located on Grandridge Road**

This item was previously discussed at the November 28, 2023 C.O.W. meeting.

On motion by Councilmember Ozuna, second by Councilmember Moore, Council approved Resolution No. 2023-76 approving the final plat of Grandridge Estates – Phase 5 located on Grandridge Road.

Roll Call Vote:

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

K. Resolution No. 2023-77 approving the final plat of Eldorado Estates – Phase 1 located on Wilson Highway

This item was previously discussed at the November 28, 2023 C.O.W. meeting.

On motion by Councilmember Diaz, second by Councilmember Souders, Council approved Resolution No. 2023-77 approving the final plat of Eldorado Estates – Phase 1 located on Wilson Highway.

Roll Call Vote:

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

8. UNFINISHED AND NEW BUSINESS – None

9. CITY ADMINISTRATOR AND/OR STAFF REPORTS – None

10. MAYOR & COUNCILMEMBER REPORTS – None

11. ADJOURNMENT

On motion by Councilmember Moore, second by Councilmember Ozuna, the Council meeting adjourned at 7:15 p.m.

Mayor Gloria Mendoza

Anita Palacios, City Clerk

RESOLUTION NO. 2023-78

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

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

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

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

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

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

PASSED by the **CITY COUNCIL** and **APPROVED** by the **MAYOR** at its regular meeting on December 12, 2023.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

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

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

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

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

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

1. People For People:

- a. Shall prepare and serve food services to senior citizens at the Grandview Community Center, as contracted by the City, through congregate meals as well as preparing and packaging meals for home delivery to homebound seniors.
- b. Shall use the kitchen, equipment and facilities generally between 5:00 a.m. to 1:00 p.m., Monday, Tuesday, Wednesday, Thursday and Friday, except for Holidays and except when such use is preempted by the City pursuant to paragraph 2(b) below.
- c. Shall leave the kitchen, kitchen facilities/equipment, dishes, glassware, and utensils in a clean and orderly condition. People For People assumes all responsibility for the cleaning of the kitchen and dining areas for each day that People For People uses the facility.
- d. Upon the loss, destruction, or damage to any property at the Grandview Community Center in connection with its food service operations, People For People shall notify the City thereof and shall take all reasonable steps to protect that property from further damage. Furthermore, People For People assumes all responsibility for repairing any equipment, fixtures, or furnishings broken or damaged in the facility as a result of its food service operations.

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

2. The City:

- a. Shall provide People For People the use of facilities, equipment, and space for the preparation and serving of meals for the Senior Nutrition program, as contracted by the City, generally from 5:00 a.m. to 1:00 p.m., Monday, Tuesday, Wednesday, Thursday and Friday, except for Holidays and when such use is preempted by the City pursuant to paragraph 2(b) below.
- b. Shall notify People For People at least five (5) business days in advance if the kitchen or dining areas are to be preempted for other use.
- c. Reserves the right to schedule classes and other activities in the Grandview Community Center. The City will make reasonable efforts to ensure that such classes and activities do not interfere with People For People's operations and services.
- d. Shall provide an annual Fire and Life Safety Survey to be performed by the local fire department.
- e. Shall provide an annual Health Inspection of the kitchen and serving area as mandated by State regulation. The Yakima Health District shall perform the inspection.
- f. Shall assure that when the facilities are used by other than People For People's Senior Nutrition program, the kitchen and other facilities have been properly cleaned prior to use by the Senior Nutrition program.

3. Consideration:

- a. As consideration for the food services provided pursuant to this Agreement, People For People agrees to pay the City a base minimum of \$500.00 per month starting January 1, 2024.
- b. The City will renegotiate with People For People the monthly base minimum, should the City determine that \$500.00 per month does not cover the increased utilities costs attributable to People For People's food preparation operations and services.

4. Amendments:

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

5. Term of Agreement:

The term of this Agreement shall commence on January 1, 2024 or as mutually scheduled and shall end on December 31, 2024.

6. Taxes and Assessments:

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

7. Insurance:

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

8. Non-Discrimination:

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

9. Indemnification and Hold Harmless:

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

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

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

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

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

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

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

10. Assignment:

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

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

11. Waiver of Breach:

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

12. Severability:

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

13. Integration:

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

14. Termination:

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

15. Notices:

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

THE CITY OF GRANDVIEW

Shane Fisher, City Administrator
City of Grandview
207 W. 2nd Street
Grandview, WA 98930
(509) 882-9200

PEOPLE FOR PEOPLE:

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

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

16. Payment:

Rent payments will be mailed to the following address:

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

17. Governing Law:

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

18. Venue:

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

THE CITY OF GRANDVIEW

PEOPLE FOR PEOPLE, a Washington
Nonprofit Corporation

By: _____
Gloria Mendoza, Mayor

By: 
Madelyn Carlson, CEO

Date: _____

Date: 11-14-2023

RESOLUTION NO. 2023-79

**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 ENGINEERING
SERVICES ON THE WINE COUNTRY ROAD PARK AND RIDE IMPROVEMENTS**

WHEREAS, the City applied for and was selected to receive grant funds from the Washington State Department of Transportation Regional Mobility Grant Program for the Wine Country Road Park and Ride Improvements; and,

WHEREAS, the City has selected HLA Engineering and Land Surveying, Inc., to provide design engineering 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 engineering services on the Wine Country Road Park and Ride Improvements in the form as is attached hereto and incorporated herein by reference in the amount of \$26,835.

PASSED by the **CITY COUNCIL** and **APPROVED** by the **MAYOR** at its regular meeting on December 12, 2023.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

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

Agreement Number: 23175E

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 type="checkbox"/> No	Federal Participation <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Project Title City of Grandview - Wine Country Road Sidewalk and Pathway Improvements	
Description of Work Design engineering to add sidewalk along Wine Country Road and relocate pathway to provide a safer route for pedestrians and bicyclists near the park and ride.	
<input type="checkbox"/> Yes <input type="checkbox"/> Yes <input type="checkbox"/> Yes <input type="checkbox"/> Yes	<input checked="" 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: \$26,835.00	

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: Shane Fisher
Agency: City of Grandview
Address: 207 W. Second Street
City: Grandview State: WA Zip: 99350
Email: sfisher@grandview.wa.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: Shane Fisher
Agency: City of Grandview
Address: 207 W. Second Street
City: Grandview State: WA Zip: 99350
Email: sfisher@grandview.wa.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.

HLA Engineering and Land Surveying, Inc. (HLA)

1.0 Design Engineering

- 1.1 Provide complete PROJECT management to deliver the PROJECT within mutually determined expectations.
- 1.2 Conduct a topographic survey of the PROJECT area as required to complete design, plans, and specifications, including call for utility locates.
- 1.3 Perform field investigations necessary to design the identified improvements.
- 1.4 Attend meetings with the AGENCY to address technical aspects of the work related to scope, design, and schedule of the PROJECT. Up to three (3) meetings are anticipated.
- 1.5 Prepare and present preliminary 30% design plans and a cost estimate of improvements for review and approval by the AGENCY.
- 1.6 Notify private utilities of pending improvements.
- 1.7 Based on approved preliminary engineering plans, perform and present design to AGENCY at 60% and 90% completion for final coordination.
- 1.8 Perform quality control and assurance review of all final documents.
- 1.9 Prepare Engineer's final cost estimate.
- 1.10 Provide final plans and specifications to the AGENCY in electronic format suitable for printing and use at time of bid advertisement. It is anticipated HLA will prepare one (1) complete set of plans and specifications for one bid call; additional bid packages will be considered additional services.
- 1.11 Prepare all documentation necessary to request Construction funding obligation.
- 1.12 Complete all federal funding reimbursement requests.
- 1.13 Prepare advertisement for bids. Coordinate with AGENCY on number and location publications. All advertising fees to be paid by the AGENCY
- 1.14 Post documents to HLA website, notify potential bidders and utility companies of PROJECT posting, and maintain planholder list.
- 1.15 Answer and supply such information as requested by prospective bidders.
- 1.16 Prepare and issue addenda to contract documents, if necessary.
- 1.17 Attend the bid opening and participate in the evaluation process.
- 1.18 Prepare summary of bids received and review bidder's qualifications and responsiveness.
- 1.19 Make recommendation of award to the AGENCY for construction contract.
- 1.20 Prepare administrative documents to the appropriate agencies which have jurisdiction over funding, design, and construction of the PROJECT.

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 absents 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.

N/A

Exhibit C

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.

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A. Agency Software Suite

N/A

B. Electronic Messaging System

N/A

C. File Transfers Format

N/A

Exhibit D
Prime Consultant Cost Computations

See attached D-1 and D-2.

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

Project: Wine Country Road Sidewalk and Pathway Improvements
Design Services

Actuals Not to Exceed (ANTE):

<u>Classification</u>	<u>Man Hours</u>		<u>Rate</u>	=	<u>Cost (\$)</u>
Senior Principal Engineer	5	x	\$261.05	=	\$1,305.25
Licensed Professional Engineer	80	x	\$151.41	=	\$12,112.80
Licensed Principal Land Surveyor	4	x	\$214.06	=	\$856.24
Project Engineer	80	x	\$108.34	=	\$8,667.20
Surveyor	16	x	\$91.37	=	\$1,461.92
Contract Administrator	10	x	\$117.47	=	\$1,174.70
Administrative/Clerical	8	x	\$88.76	=	\$710.08
	Total			=	\$26,288.19

Reimbursables:

Printing					\$311.01
Subconsultant					\$0.00
Mileage (\$0.655/mile)	360	x	\$0.66	=	\$235.80
					\$546.81

Grand Total **\$26,835.00**

Prepared by: Stephen S. Hazzard, PE

Date: 11/07/2023

Exhibit D2

Actuals Not To Exceed Table (ANTE)

Grandview Wine Country Road Sidewalk and Pathway Improvements				
HLA Engineering and Land Surveying, Inc.				
2803 River Road				
Yakima, WA 98902				
Job Classifications	Direct Labor Hourly Billing Rate NTE	Overhead NTE	Fixed Fee NTE	All Inclusive Hourly Billing Rate NTE
		126.05%	35.00%	
Senior Principal Engineer	\$100.00	\$126.05	\$35.00	\$261.05
Licensed Principal Land Surveyor	\$82.00	\$103.36	\$28.70	\$214.06
Licensed Professional Engineer	\$58.00	\$73.11	\$20.30	\$151.41
Project Engineer	\$41.50	\$52.31	\$14.53	\$108.34
Licensed Professional Land Surveyor	\$55.00	\$69.33	\$19.25	\$143.58
Contract Administrator	\$45.00	\$56.72	\$15.75	\$117.47
CAD Technician	\$28.50	\$35.92	\$9.98	\$74.40
Surveyor	\$35.00	\$44.12	\$12.25	\$91.37
Engineering Technician	\$22.00	\$27.73	\$7.70	\$57.43
Administrative/Clerical	\$34.00	\$42.86	\$11.90	\$88.76
		\$0.00	\$0.00	\$0.00
		\$0.00	\$0.00	\$0.00
		\$0.00	\$0.00	\$0.00
		\$0.00	\$0.00	\$0.00
		\$0.00	\$0.00	\$0.00
		\$0.00	\$0.00	\$0.00
		\$0.00	\$0.00	\$0.00
		\$0.00	\$0.00	\$0.00
		\$0.00	\$0.00	\$0.00
		\$0.00	\$0.00	\$0.00
		\$0.00	\$0.00	\$0.00
		\$0.00	\$0.00	\$0.00

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.

N/A

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~~

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)

11/7/2023
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 HLA Engineering and Land Surveying, Inc.

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)

11/7/2023
Date

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

RESOLUTION NO. 2023-80

**A RESOLUTION OF THE CITY OF GRANDVIEW, WASHINGTON,
APPROVING TASK ORDER NO. 2023-12 WITH HLA ENGINEERING AND
LAND SURVEYING, INC., FOR THE WINE COUNTRY ROAD
PARK AND RIDE IMPROVEMENTS**

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

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

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

The Mayor is hereby authorized to sign Task Order No. 2023-12 with HLA Engineering and Land Surveying, Inc., for the Wine Country Road Park and Ride Improvements with an estimated fee for services in the amount of \$41,312 for design engineering and \$43,632 for construction engineering in the form as is attached hereto and incorporated herein by reference.

PASSED by the **CITY COUNCIL** and **APPROVED** by the **MAYOR** at a special meeting on December 12, 2023.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

TASK ORDER NO. 2023-12

REGARDING GENERAL AGREEMENT BETWEEN CITY OF GRANDVIEW

AND

HLA ENGINEERING AND LAND SURVEYING, INC. (HLA)

PROJECT DESCRIPTION:

Wine Country Road Park and Ride Improvements
HLA Project No. 23177E/C

The City of Grandview (CITY) has received funding through the Regional Mobility Grant (RMG) program by the Washington State Legislature, administered by the Washington State Department of Transportation, in the amount of \$323,384. Funding is for the design and resurfacing of the parking lot, relocation of the existing pathway, construction of a bus shelter, and installation of two (2) electric charging stations necessary to improve vehicular and transportation passenger safety.

SCOPE OF SERVICES:

HLA shall provide professional engineering and land surveying services for the Wine Country Road Park and Ride Improvements (PROJECT). HLA services will include a comprehensive civil engineering construction document package (plans, specifications, and estimate) to resurface the parking lot, relocate the existing pathway, construct a bus shelter, and install electric charging stations.

HLA shall provide the following services:

1.0 Design Engineering

- 1.1 Provide complete PROJECT management to deliver the PROJECT within mutually determined expectations.
- 1.2 Conduct a topographic survey of the PROJECT area as required to complete design, plans, and specifications, including call for utility locates.
- 1.3 Perform the field investigations necessary to design the identified improvements.
- 1.4 Attend meetings with the CITY to address technical aspects of the work related to scope, design, and schedule of the PROJECT. Up to three (3) meetings are anticipated.
- 1.5 Notify private utilities of pending improvements.
- 1.6 Based on approved preliminary engineering plans, perform and present design to CITY at 60% and 90% completion for final coordination.
- 1.7 Perform quality control and assurance review of all final documents.
- 1.8 Incorporate CITY review comments and prepare final draft plans, specifications, and estimate for review and approval by CITY.
- 1.9 Perform quality control and assurance review of all final documents.
- 1.10 Prepare Engineer's cost estimate.

- 1.11 Provide final plans and specifications to the CITY in electronic format suitable for printing and use at time of bid advertisement. It is anticipated HLA will prepare one (1) complete set of plans and specifications for one bid call; additional bid packages will be considered additional services.
- 1.12 Prepare all documentation necessary to request Construction funding obligation.
- 1.13 Complete all federal funding reimbursement requests.
- 1.14 Prepare advertisement for bids. Coordinate with CITY/ on number and location publications. All advertising fees to be paid by CITY.
- 1.15 Post documents to HLA website, notify potential bidders and utility companies of PROJECT posting, and maintain planholder list.
- 1.16 Answer and supply such information as requested by prospective bidders.
- 1.17 Prepare and issue addenda to contract documents, if necessary.
- 1.18 Attend the bid opening and participate in the evaluation process.
- 1.19 Prepare summary of bids received and review bidder's qualifications and responsiveness.
- 1.20 Make recommendation of award to the CITY for construction contract.
- 1.21 Prepare administrative documents to the appropriate agencies which have jurisdiction over funding, design, and construction of the PROJECT.

2.0 Construction Engineering

- 2.1 Following Council award authorization, prepare Notice of Award to the Contractor, assemble construction contract documents, and coordinate execution with the CITY and Contractor.
- 2.2 Review Contractor's submission of certificate of insurance and contract bond.
- 2.3 Coordinate and facilitate preconstruction meeting with the CITY, Contractor, private utilities, and affected agencies.
- 2.4 Prepare and transmit notice to proceed to Contractor.
- 2.5 Furnish a field survey crew to provide geometric, including construction staking.
- 2.6 Furnish a qualified resident engineer (inspector) to observe construction for substantial compliance with plans and specifications and CITY Construction Standards.
- 2.7 Maintain record of materials (ROM) for duration of PROJECT.
- 2.8 Respond to contractor requests for information (RFI).
- 2.9 Interpret plans and specifications when necessary.
- 2.10 Prepare daily progress reports.
- 2.11 Prepare weekly statements of working days.
- 2.12 Create and maintain accurate construction documentation for the life of the PROJECT.
- 2.13 Ensure the CITY has all necessary files for audits.

- 2.14 Consult and advise the CITY during construction and make final review and report of the completed work with CITY representatives.
- 2.15 Review acceptance sampling and testing results for construction materials.
- 2.16 Review Contractor's submission of samples and shop drawings.
- 2.17 Attend construction meetings anticipated once per week during the duration of improvements.
- 2.18 Perform measurement and computation of pay items.
- 2.19 Prepare and provide monthly progress estimates to the CITY and recommend progress payments for the Contractor.
- 2.20 Prepare proposed contract change orders and/or force account computations as required.
- 2.21 Conduct final walkthrough inspection with the Contractor, CITY, and HLA. Prepare and transmit punchlist to the Contractor.
- 2.22 Prepare and furnish record drawings and field notes of all completed work in accordance with PROJECT field records provided by the resident engineer.
- 2.23 Prepare administrative documents for the appropriate agencies which have jurisdiction over funding, design, and construction of the PROJECT.
- 2.24 Monitor the Contractor's compliance with federal and state labor standards.
- 2.25 Assist the CITY with funding reimbursement requests and supporting documentation.
- 2.26 Monitor the Contractor's compliance with Disadvantaged Business Enterprise (DBE) goals and reporting requirements.
- 2.27 Prepare and submit recommendation of PROJECT acceptance.
- 2.28 Prepare and submit Notice of Completion of Public Works Contract (NOC). Monitor lien releases from state agencies.
- 2.29 Notify CITY when retainage may be released.
- 2.30 Ensure the PROJECT is completed as designed and contract specifications are adhered to during construction.

3.0 Additional Services

Provide professional engineering services for additional work requested by the CITY that is not included in this Task Order.

4.0 Items to be Furnished and Responsibility of CITY

The CITY will provide or perform the following:

- 4.1 Provide full information as to CITY requirements for the PROJECT.
- 4.2 Provide all available information pertinent to the PROJECT relative to completion of design and construction of the PROJECT.
- 4.3 Examine all documents presented by HLA and provide written decisions within a reasonable time so as not to delay the work of HLA.

- 4.4 Obtain approval of all governmental authorities for the PROJECT, and approvals and consents from other individuals as necessary for completion. Pay all review fees and costs associated with obtaining such approvals.
- 4.5 Pay for advertising, notices, or other publications as may be required.
- 4.6 Pay for all necessary permits and testing fees not paid by the Contractor.

TIME OF PERFORMANCE:

HLA will diligently pursue completion of the PROJECT as follows:

1.0 Design Engineering

- 1.1 HLA will provide 60% draft plans, specifications, and cost estimate for CITY review within seventy (70) working days from receipt of signed Task Order.
- 1.2 90% draft plans, specifications, and estimate will be provided within thirty (30) working days of receiving CITY comments on 60% plans, specifications, and estimate.
- 1.3 Final plans, specifications, and estimate will be provided within twenty (20) working days of receiving CITY comments on 90% plans, specifications, and estimate.

2.0 Construction Engineering

- 2.1 Construction engineering services shall begin upon construction contract award by the CITY to the lowest responsible bidder and extend through the completion of construction, and completion of as-constructed drawings.
- 2.2 A maximum of twenty-five (25) working days has been assumed for the construction of the improvements, utilizing a standard 40-hour work week.
- 2.3 Should the Contractor be granted time extensions for construction completion due to recognized delays, requested additional work, and/or change orders, services during construction beyond the twenty-five (25) working days, or work exceeding standard 40-hour work weeks, all shall be considered additional services.

3.0 Additional Services

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

FEE FOR SERVICE:

For the services furnished by HLA as described within this Task Order, the CITY agrees to pay HLA the fees as set forth herein. The amounts listed below may be revised only by written agreement of both parties.

1.0 Design Engineering

All work in design engineering services shall be performed for the lump sum fee of \$41,312.

2.0 Construction Engineering

All work in construction engineering services shall be performed on a time-spent basis at the normal hourly billing rates included in our General Agreement, plus reimbursement for direct non-salary expenses for the estimated fee of \$43,632.

3.0 Additional Services

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

Proposed:  11/17/23
HLA Engineering and Land Surveying, Inc. Date
Michael T. Battle, PE, President

Approved: _____ Date _____
City of Grandview
Gloria Mendoza, Mayor

RESOLUTION NO. 2023-81

**A RESOLUTION OF THE CITY OF GRANDVIEW, WASHINGTON,
ACCEPTING THE BID AND AUTHORIZING THE GRANDVIEW HERALD AS THE
OFFICIAL CITY NEWSPAPER FOR THE YEAR 2024**

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

WHEREAS, the City has solicited bids from qualified legal newspapers to serve as the official newspaper of the City of Grandview for the year 2024; and,

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

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

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

That the bid submitted by the Grandview Herald to serve as the official newspaper of the City of Grandview for the year 2024, including the rate for legal notices of \$7.25 per column inch and display advertising of \$8.75, all as set forth in the attached proposal, is hereby approved and accepted, and the Mayor is hereby authorized to execute any and all documents necessary or appropriate to accomplish such transaction.

PASSED by the **CITY COUNCIL** and **APPROVED** by the **MAYOR** at its regular meeting on December 12, 2023.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

**BID FORM
OFFICIAL NEWSPAPER**

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

Name of Newspaper: Valley Publishing/The Grandview Herald

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

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

Total circulation: 1000 Total circulation for 98930 zip code: 1000

Services and Rates.

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

<u>Type of Publication</u>	<u>Rate (per column inch)</u>
Legal	\$7.25
Display Advertising	\$ 8.75

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

Bidder's Name: Valley Publising/Grandview Herald

Address (Office of Publication): 803 Division St. Grandview WA. 98930

Mailing Address: same

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

Signature of Authorized Official: Victoria Walker

Print Name: Victoria Walker Title of Official: General Manager

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

None

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

8:30 am Tuesday prior to Wednesday publication.

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

We have been in the Grandview community for over 114 years. With Covid in the past the challenge has been to move forward with the city and the community. With "Grandview on the move and growing ." We pledge to continue our work with bare bones staff and focus on advertising and publishing Grandview businesses, development ,education, and city news.

LEGAL ADVERTISING CONTRACT

THIS CONTRACT made and entered into by and between the City of Grandview, Washington, a Municipal Corporation, hereinafter referred to as the "City" and the Grandview Herald, hereinafter referred to as the "Publisher;"

WITNESSETH:

WHEREAS, the Publisher proposes the following rate per column inch of publication:

<u>Type of Publication</u>	<u>Rate (per column inch)</u>
Legal Notice	\$7.25 per column inch
Display Advertising	\$8.75 per column inch

NOW, THEREFORE, for and in consideration of the rates set forth herein, the parties agree as follows: The City does hereby accept the aforesaid bid of the Publisher and agrees to pay the Publisher accordingly for the required printing and publishing of all City notices and newspaper publications required by law to be published by the City for a period of one year commencing January 1, 2024 and ending December 31, 2024.

The name of the official newspaper in which the City legal advertising is to be printed is the Grandview Herald.

Executed this 5th day of December, 2023.

CITY OF GRANDVIEW

GRANDVIEW HERALD

Mayor

Victoria Walker

Attest:

Date: 12.5.23

City Clerk

ORDINANCE NO. 2023-26

**AN ORDINANCE OF THE CITY OF GRANDVIEW, WASHINGTON,
ADOPTING THE BUDGET AND CONFIRMING TAX LEVIES
FOR REVENUE TO CARRY ON THE GOVERNMENT
FOR THE FISCAL YEAR ENDING DECEMBER 31, 2024**

WHEREAS, the City Clerk did publish notice that the Council of the City of Grandview, Washington, would meet on the 28th day of November, 2023, at 7:00 p.m., in the Council Chambers of the City Hall of said City for the purpose of making and adopting the budget for the fiscal year 2024, and confirming a tax levy based upon the same fiscal year, and giving taxpayers within the limits of said City an opportunity to be heard upon said budget; and

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

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

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

SECTION I. That the City Council of the City of Grandview hereby adopts by reference the 2024 Annual Budget, which is on file in the Office of the City Clerk of Grandview. That required expenditures for the various departments and needs and operation of government of the City of Grandview, Washington, for the fiscal year ending December 31, 2024, are fixed in the following amounts, to-wit:

RECAPITULATION -- ALL FUNDS

Fund	Beginning Balance	Revenue	Expenditures	Ending Balance
Current Expense	684,735	6,718,705	7,325,780	77,660
American Rescue Plan Act	865,300	0	341,200	524,100
Law & Justice Tax	312,120	405,600	637,400	80,320
Street	348,890	5,162,700	5,326,830	184,760
Transportation Benefit District	431,460	199,000	284,250	346,210
Cemetery	191,880	212,050	331,790	72,140
SIED Loan – Euclid/WCR	15	23,300	23,300	15
Capital Improvements	910,350	266,500	858,000	318,850
WCR & Higgins Improvements	509,500	766,500	1,276,000	0

OIE (Welch's) & 5th Sewer	57,000	2,000,000	2,057,000	0
EMS	291,040	503,050	519,960	274,130
Water	8,020,145	9,760,750	10,550,760	7,230,135
Sewer	7,237,790	4,788,100	5,999,440	6,026,450
Irrigation	51,270	616,000	650,940	16,330
Solid Waste	674,365	1,324,525	1,620,410	378,480
Equipment Rental	1,900,730	647,500	1,092,550	1,455,680
Total	22,486,590	33,394,280	38,895,610	16,985,260

SECTION II. That a regular levy of \$1,895,000 levied upon the taxable real and personal property situated within the City of Grandview, taxable under the laws of the State of Washington as City taxes, as 2024 taxes, as affixed by Ordinance No. 2023-17 is hereby affirmed and said amount shall be appropriated.

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

PASSED by the **CITY COUNCIL** and **APPROVED** by the **MAYOR** at its regular meeting on December 12, 2023.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

PUBLISH: 12/13/23
EFFECTIVE: 12/18/23

ORDINANCE NO. 2023-27

**AN ORDINANCE OF THE CITY OF GRANDVIEW, WASHINGTON,
AMENDING THE CITY OF GRANDVIEW 2024 NON-UNION SALARY SCHEDULE**

WHEREAS, the City Council of the City of Grandview, Washington has adopted a budget for 2024; and,

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

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

SECTION 1: The City of Grandview 2024 Non-Union Monthly Salary Schedule is hereby amended to include the salary increases attached hereto as Exhibit 1 and incorporated herein by reference.

SECTION 2. This Ordinance shall be in full force and effect five (5) days after its passage and publication as required by law.

PASSED by the **CITY COUNCIL** and **APPROVED** by the **MAYOR** at a special meeting on December 12, 2023

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

PUBLISHED: 12/13/23
EFFECTIVE: 12/18/23

**EXHIBIT 1
CITY OF GRANDVIEW
2024 NON-UNION MONTHLY SALARY SCHEDULE**

Position	Monthly Minimum	Monthly Maximum
City Administrator	\$8,620	\$12,935
Police Chief	\$7,475	\$11,212
Fire Chief	\$7,475	\$11,212
Public Works Director	\$7,243	\$10,863
City Treasurer	\$7,036	\$10,710
City Clerk/Human Resource Assistant	\$6,683	\$10,023
Assistant Police Chief	\$6,547	\$9,815
Assistant Public Works Director	\$5,698	\$8,539
WWTP Superintendent	\$5,643	\$8,464
Fire Captain	\$5,501	\$8,252
Parks & Recreation Director	\$5,277	\$8,032
Public Works Foreman	\$4,635	\$6,953
Library Director	\$4,632	\$6,949
Public Works Assistant	\$3,858	\$5,788
Accounting Clerk	\$3,601	\$5,403
Utility Billing Clerk	\$3,401	\$5,177
Library Associate	\$3,238	\$4,929
Confidential Police Admin Clerk	\$3,084	\$4,694
Public Works Office Clerk	\$3,084	\$4,694
Receptionist	\$3,084	\$4,694

ORDINANCE NO. 2023-28

**AN ORDINANCE OF THE CITY OF GRANDVIEW, WASHINGTON,
AMENDING GRANDVIEW MUNICIPAL CODE SECTION 2.28.450
COMPENSATION FOR VOLUNTEER FIREFIGHTERS**

WHEREAS, the City of Grandview has previously adopted Grandview Municipal Code Section 2.28.450 regarding compensation for volunteer firefighters; and,

WHEREAS, amendments need to be made to reflect changes in compensation,

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

SECTION 1. Grandview Municipal Code Section 2.28.450 which reads as follows:

2.28.450 Compensation of volunteer firefighters.

The City shall pay to each regularly enrolled and qualified member of the Fire Department while actively engaged in meetings, drills, calls or other approved Fire Department business in accordance with the following schedule:

		<u>Pay if member has a current Washington State First Responder or EMT Certification</u>
Basic firefighter:	\$11.00 per hour	\$12.00 per hour
Company officer:	\$11.50 per hour	\$12.50 per hour
Lieutenant:	\$12.00 per hour	\$13.00 per hour
Captain:	\$12.50 per hour	\$13.50 per hour
Deputy chief:	\$14.00 per hour	\$14.00 per hour

Stand-by time (all): \$3.00 per hour

Any volunteer that applies for and is accepted into the Fire Department to attend recruit training will not be compensated hourly for the time attending the recruit classes, but the city will cover the tuition costs and provide transportation. Volunteers who receive their Recruit Completion certification will receive the equivalent of 85 hours of basic firefighter pay.

Completion of training necessary to receive your Recruit Completion certificate includes: Firefighter Orientation, Fire Extinguishers, Ropes & Knots, Fire Streams, Lighting & Power Sources, Safety & Health, PPS & SCBA, Attack & Supply Practical's, Asbestos Awareness, NIM's 100, NIM's 200, NIM's 700, NIM's 800, Ventilation, Salvage & Overhaul Practical's, Vehicle Fire Practical's, Rescue & Extrication, Forcible Entry, Multi-Company Operations, Fire Behavior, Ladders, Communications, Search & Rescue, Building Construction, Water Supply, Fire Detection – Alarm & Suppression Systems, Fire Hose, Fire Prevention, Loss

Control & Salvage, Protecting Evidence, Public education.

Volunteers who take the EMT class will not be compensated hourly for the time attending the classes, but the city will cover the tuition costs and provide transportation. Volunteers who receive their certification through Washington State as an EMT shall be paid a one-time bonus of \$500.00 and then receive the additional \$1.00 per hour pursuant to the above schedule.

is hereby amended to read as follows:

2.28.450 Compensation of volunteer firefighters.

The City shall pay to each regularly enrolled and qualified member of the Fire Department while actively engaged in meetings, drills, calls or other approved Fire Department business in accordance with the following schedule:

		<u>Pay if member has a current Washington State First Responder or EMT Certification</u>
Basic firefighter:	\$14.00 per hour	\$15.00 per hour
Company officer:	\$14.50 per hour	\$15.50 per hour
Lieutenant:	\$15.00 per hour	\$16.00 per hour
Captain:	\$15.50 per hour	\$16.50 per hour
Deputy chief:	\$17.00 per hour	\$18.00 per hour
Stand-by time (all):	\$3.00 per hour	

Any volunteer that applies for and is accepted into the Fire Department to attend recruit training will not be compensated hourly for the time attending the recruit classes, but the city will cover the tuition costs and provide transportation. Volunteers who receive their Recruit Completion certification will receive the equivalent of 85 hours of basic firefighter pay.

Completion of training necessary to receive your Recruit Completion certificate includes: Firefighter Orientation, Fire Extinguishers, Ropes & Knots, Fire Streams, Lighting & Power Sources, Safety & Health, PPS & SCBA, Attack & Supply Practical's, Asbestos Awareness, NIM's 100, NIM's 200, NIM's 700, NIM's 800, Ventilation, Salvage & Overhaul Practical's, Vehicle Fire Practical's, Rescue & Extrication, Forcible Entry, Multi-Company Operations, Fire Behavior, Ladders, Communications, Search & Rescue, Building Construction, Water Supply, Fire Detection – Alarm & Suppression Systems, Fire Hose, Fire Prevention, Loss Control & Salvage, Protecting Evidence, Public education.

Volunteers who take the EMT class will not be compensated hourly for the time attending the classes, but the city will cover the tuition costs and provide transportation. Volunteers who receive their certification through Washington State as an EMT shall be paid a one-time bonus of \$500.00 and then receive the additional \$1.00 per hour pursuant to the

above schedule.

SECTION 2. The rates set forth herein shall become effective on January 1, 2024 and shall remain in effect until modified by the City Council.

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

PASSED by the **CITY COUNCIL** and approved by the **MAYOR** at its regular meeting on December 12, 2023.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

PUBLICATION: 12/13/23
EFFECTIVE: 12/18/23

RESOLUTION NO. 2023-82

**A RESOLUTION OF THE CITY OF GRANDVIEW, WASHINGTON,
AUTHORIZING THE MAYOR TO SIGN A PROFESSIONAL SERVICES CONTRACT
FOR HEARING EXAMINER SERVICES WITH GARY M. CUILIER**

WHEREAS, Gary M. Cuillier has been selected by the City to provide Hearing Examiner services; and,

WHEREAS, a Professional Services Contract has been prepared setting forth the services, duties and responsibilities of the Hearing Examiner,

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

The Mayor is hereby authorized to sign a Professional Services Contract for Hearing Examiner services with Gary M. Cuillier, in the form as is attached hereto and incorporated herein by reference.

PASSED by the **CITY COUNCIL** and **APPROVED** by the **MAYOR** at its regular meeting on December 12, 2023.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

**PROFESSIONAL SERVICES CONTRACT
CITY OF GRANDVIEW HEARING EXAMINER**

PARTIES:

The Parties to this contract are the **CITY OF GRANDVIEW**, 207 W. Second Street, Grandview, Washington 98930 ("City" herein), and **GARY M. CUILLIER**, Attorney at Law, 314 N. 2nd Street, Yakima, Washington 98901 ("Cuillier", "Hearing Examiner" herein).

RECITALS:

- 1) The City of Grandview has adopted a hearing examiner system for certain land use matters, at Ch. 2.50, GMC.
- 2) Cuillier has experience in land use matters, including as a hearing examiner for the City of Grandview and other municipalities, and has advised numerous municipalities concerning land use matters.

AGREEMENT:

1. Engagement of Hearing Examiner. The City hereby hires Cuillier, and Cuillier agrees to serve, as hearing examiner for the purposes set forth in the City's various ordinances and land use regulations as may be determined by the City Council pursuant to Chapter 2.50 of the Grandview Municipal Code.

2. Character and Extent of Services. Cuillier shall perform the services of hearing examiner for the City of Grandview as required in the City's ordinances, as well as other duties as may be assigned by the City Council from time to time.

3. Pro Tem Hearing Examiner. It is not contemplated that the City Council will have to appoint a pro term hearing examiner to serve in the event of absence or inability of the hearing examiner to act until such time as such a need arises.

4. Case Assignment. If a pro term hearing examiner is appointed in the future, the City Administrator, or his designee, shall assign cases.

5. Additional Duties. If a pro term hearing examiner is appointed in the future, the examiner shall coordinate with the pro term hearing examiner in order to insure consistency of analysis and efficient decision making. The examiner's duty to determine matters efficiently shall include the duty to issue written findings and conclusions for all matters coming before the examiner within ten (10) working days of the conclusion of the hearing on each matter unless a longer period is agreed to in writing by the applicant.

6. Liaison. The City Administrator, or his representative, shall serve as the City's liaison with the examiner.

7. Independent Contractor.

- a. Cuillier's services shall be furnished as an independent contractor and not as an agent, employee or servant of the City. Cuillier specifically has the right to direct and control his own activities in providing the agreed services in accordance with the specifications set out in this agreement.
- b. Cuiller acknowledges that the entire compensation set forth for this contract is set forth herein, and neither he nor his employees are entitled to any City benefits, including, but not limited to: vacation pay, holiday pay, sick leave pay, medical, dental, or other insurance benefits, fringe benefits, or any other rights or privileges afforded to City employees.
- c. Cuillier shall have and maintain complete responsibility and control over his subcontractors, employees, agents and representatives.
- d. Cuillier shall pay for all taxes, fees, licenses, or payments required by federal, state or local laws which are now or may be enacted during the term of this contract.

8. Professional Fees. The examiner shall be paid by the City for professional services rendered under this contract at the rate of One Hundred Sixty Five Dollars (\$165) per hour. Unless requested or approved otherwise by the city administrator, the examiner will view the sites of any proposed land use actions on the day of the applicable hearings prior to the hearings. The City will pay for the examiner's round-trip travel time from the examiner's office in Yakima to hearings in the City – which will include the time to view the sites of the proposed land use actions prior to the hearings on the day of the hearings – at the rate of Seventy Five Dollars (\$75) per hour. The payment specified in this section shall be full compensation for services rendered, including al labor, materials, supplies, equipment and necessary incidentals.

9. Itemized Statements. By the 5th day of each month, the examiner will provide to the City an itemized statement for his services rendered during the previous month.

10. Payment Schedule. Payments will be made within twenty-five (25) days of the City's receipt of the examiner's statements.

11. Facilities to be Furnished by Hearing Examiner. The examiner shall furnish and maintain an office, equipment, library and clerical staff suitable and adequate for performing the services to be rendered pursuant to this contract. The City shall provide at its expense a hearing room, recording equipment and related supplies.

12. Ownership of Documents. The record developed before the examiner, including the examiner's decision or recommendation, shall be the property of the City. The examiner's work product, consisting of notes, research and preliminary drafts, shall be the property of the examiner.

13. Termination. If the examiner shall decide to resign prior to the termination date of this contract, he shall first give written notice not less than ninety (90) days prior to the date of his resignation. The City may terminate this contract for cause or without cause upon giving the examiner thirty (30) days written notice. For purposes of this paragraph, "cause" shall include, but not be limited to, a determination by the City Administrator that the examiner is not giving due consideration to proper procedures or is not conducting hearings in a prudent manner, giving due regard to the Appearance of Fairness Doctrine, laws regarding conflicts of interest, and/or other laws, procedures, and regulations dealing with the subject matter under consideration.

14. Indemnification. The City, to the extent of its coverage by the Washington Cities Insurance Authority for acts and omissions of public officials, shall indemnify, defend and hold the examiner harmless from all liability, loss or damage, including costs of defense that he may suffer as a result of claims, demands, actions, damages, costs or judgments which result from any negligent or other actions or omissions not excluded by said coverage.

15. Non-Assignment. This contract is personal to the examiner and is not assignable by the examiner to any other individual.

16. Amendment. This contract can only be amended by the written agreement of both parties.

17. Nondiscrimination. Cuillier, his assignees, delegates, or subcontractors shall not discriminate against any person in the performance of any obligation hereunder on the basis of age, sex, marital status, sexual orientation, race, creed, religion, color, national origin, honorably discharged veteran or military status, disability, or any other protected status.

18. Interest of Public Officials. No member of the governing body of the City and no officer, employee or agent of the City shall have any personal financial interest, direct or indirect, in this contract. The examiner shall take appropriate steps to assure compliance.

19. Interest of Hearing Examiner. The examiner covenants that he presently has no interest and shall not acquire an interest, direct or indirect, in any property which is the subject of a proceeding before the examiner which would conflict in any manner or degree with the performance of his services hereunder.

20. Term. This contract shall commence January 1, 2024 and terminate December 31, 2027 unless prior to said date it is renewed for an additional period on terms agreeable to the City and the examiner.

EXECUTED this _____ day of _____, 2023.

CITY OF GRANDVIEW

HEARING EXAMINER

By: _____
Gloria Mendoza, Mayor

Gary M. Cuillier, Hearing Examiner
Date Signed: _____

APPROVED AS TO FORM:

By: _____
Quinn N. Plant, City Attorney

RESOLUTION NO. 2023-83

**A RESOLUTION OF THE CITY OF GRANDVIEW, WASHINGTON,
APPROVING TASK ORDER NO. 2023-10 WITH HLA ENGINEERING AND
LAND SURVEYING, INC., FOR THE BUTTERNUT WELL CONTROL UPGRADES**

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

WHEREAS, the City would like to enter into a Task Order with HLA to provide professional engineering and land surveying services for the Butternut Well Control Upgrades,

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

The Mayor is hereby authorized to sign Task Order No. 2023-10 with HLA Engineering and Land Surveying, Inc., for the Butternut Well Control Upgrades with an estimated fee for services in the amount of \$31,500 for design engineering, \$36,520 for construction engineering, and \$37,950 for electrical engineering in the form as is attached hereto and incorporated herein by reference.

PASSED by the **CITY COUNCIL** and **APPROVED** by the **MAYOR** at its regular meeting on December 12, 2023.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

TASK ORDER NO. 2023-10

REGARDING GENERAL AGREEMENT BETWEEN CITY OF GRANDVIEW

AND

HLA ENGINEERING AND LAND SURVEYING, INC. (HLA)

PROJECT DESCRIPTION:

Butternut Well Control Upgrades
HLA Project No. 23193E

The City of Grandview (CITY) plans to upgrade electrical systems at their Butternut Well. The existing well electrical distribution equipment (MCC) and control panel equipment are over 30 years old and were installed between 1990 and 1991. The City has experienced recent equipment failures and given the reliance on this water source all aging equipment is planned to be replaced. The first phase of this project involves designing a replacement control panel for the well. Design for replacement of other electrical equipment will be provided in future project phases by amendment to this task order. Connetix Engineering, Inc., (CEI) will provide electrical engineering services for the project.

SCOPE OF SERVICES:

At the direction of the CITY, HLA shall provide professional engineering services for the Butternut Well Electrical Upgrades project (PROJECT). HLA services shall include the following:

1.0 Design Engineering

- 1.1 Provide complete PROJECT management to deliver the PROJECT within mutually determined expectations.
- 1.2 Attend meetings with the CITY to address technical aspects of the work related to scope, design, and schedule of the PROJECT. Up to two (2) meetings are anticipated.
- 1.3 Perform field investigations necessary to design the identified improvements.
- 1.4 Prepare preliminary plans and a cost estimate of improvements for review and approval by the CITY.
- 1.5 Based on approved preliminary engineering plans, perform and present design to CITY at 60% and 90% completion for final coordination.
- 1.6 Incorporate CITY review comments and prepare final draft plans, specifications, and estimate for review and approval by CITY.
- 1.7 Perform quality control and assurance review of all final documents.
- 1.8 Prepare Engineer's cost estimate.
- 1.9 Provide final plans and specifications to the CITY in electronic format suitable for printing and use at time of bid advertisement.
- 1.10 Prepare advertisement for bids. Coordinate with CITY on number and location publications. (All advertising fees to be paid by CITY.)
- 1.11 Post documents to HLA website, notify potential bidders and utility companies of PROJECT posting, and maintain planholder list.
- 1.12 Answer and supply information as requested by prospective bidders.

- 1.13 Prepare and issue addenda, if necessary.
- 1.14 Attend and participate in the bid opening and evaluation process.
- 1.15 Provide bid tabulation summary.
- 1.16 Make recommendation to the CITY of construction contract award to the lowest responsible bidder.

2.0 Construction Engineering

- 2.1 Following Council award authorization, prepare notice of award to the Contractor, assemble construction contracts, and coordinate execution with the CITY and Contractor.
- 2.2 Review Contractor's submission of certificate of insurance and contract bond.
- 2.3 Coordinate and conduct preconstruction meeting with the CITY, Contractor, private utilities, and affected agencies.
- 2.4 Prepare and transmit notice to proceed to Contractor.
- 2.5 Respond to contractor requests for information (RFI).
- 2.6 Furnish a qualified resident engineer (inspector) to observe construction for substantial compliance with plans and specifications and CITY Construction Standards.
- 2.7 Attend construction meetings anticipated once per week during the duration of improvements.
- 2.8 Interpret plans and specifications when necessary.
- 2.9 Prepare daily progress reports.
- 2.10 Prepare weekly statements of working days.
- 2.11 Consult and advise the CITY during construction and make final review and report of the completed work with CITY representatives.
- 2.12 Review Contractor's submission of samples and shop drawings.
- 2.13 Perform measurement and computation of pay items.
- 2.14 Provide monthly progress estimates to the CITY and recommend progress payments for the Contractor.
- 2.15 Prepare proposed contract change orders and/or force account computations as required.
- 2.16 Conduct final inspection and prepare punchlist after final PROJECT walkthrough with the Contractor, CITY, and HLA.
- 2.17 Prepare and furnish record drawings and field notes of completed work in accordance with PROJECT field records provided by the resident engineer.
- 2.18 Monitor the Contractor's compliance with federal and state labor standards.
- 2.19 Prepare and submit recommendation of PROJECT acceptance and notice of completion of public works contract (NOC) for CITY.

3.0 Electrical Engineering

- 3.1 CEI will provide Control Panel design to replace the existing control panel.
- 3.2 New Control Panel design includes provisions for control and connection to existing equipment.
- 3.3 New Control Panel design includes provisions for control of future updated motor controls equipment.
- 3.4 Complete one (1) site visit (two (2) personnel) to investigate and map out field wiring from MCC buckets to the existing control panel.
- 3.5 Complete one (1) control panel shop test trip.
- 3.6 Perform programming (based upon the current program) for the new control panel programmable logic controller (PLC).
- 3.7 Program a new touch screen operator interface to replace the numerous switches, dials, displays, and lights on the existing control panel door.
- 3.8 Complete one (1) site visit for startup (coordinated with installation of the new panel).
- 3.9 CEI will provide a biddable electrical design package for the replacement of the control panel.
- 3.10 Electrical specifications in Microsoft Word format, will be stylized to match HLA specifications.
- 3.11 CEI will provide electrical drawings in AutoCAD format using HLA provided background drawings.
- 3.12 The new booster design will be based on a CompactLogix PLC, capable of communicating with the existing water SCADA system, as well as being future facing for the future MCC replacement.

4.0 Additional Services

- 4.1 Provide professional engineering services for additional work requested by the CITY that is not included in this Task Order.

5.0 Items to be Furnished and Responsibility of CITY

The CITY will provide or perform the following:

- 5.1 Provide full information as to CITY requirements for the PROJECT.
- 5.2 The CITY shall assist HLA by providing all available information pertinent to the PROJECT relative to design and construction of the PROJECT.
- 5.3 Provide HLA all available information pertinent to the PROJECT, including previous reports, drawings, plats, surveys, utility records, and any other data relative to the PROJECT.
- 5.4 Examine all documents presented by HLA and provide written decisions within a reasonable time so as not to delay the work of HLA.
- 5.5 Obtain approval of all required governmental authorities for the PROJECT, and approvals and consents from other individuals as necessary for completion of the PROJECT.
- 5.6 Pay for PROJECT bid advertisement costs.

- 5.7 Pay for all necessary permits and testing fees not paid by the Contractor.

TIME OF PERFORMANCE:

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

1.0 Design Engineering

- 1.1 HLA will provide 60% draft plans, 60% draft specifications, and 60% cost estimate for CITY review within forty-five (45) calendar days from receipt of signed Task Order.
- 1.2 90% draft plans, specifications, and estimate will be provided within thirty (30) calendar days of receiving CITY comments on 60% plans, specifications, and estimate.
- 1.3 100% draft plans, specifications, and estimate will be provided within thirty (30) calendar days of receiving CITY's comments on 90% plans, specifications, and estimate.
- 1.4 Final plans, specifications, and estimate will be provided to the CITY within fifteen (15) calendar days of receiving comments on 100% draft plans, specifications, and estimate.

2.0 Construction Engineering

- 2.1 Construction engineering services shall begin upon construction contract award by the CITY to the lowest responsible bidder and extend through the completion of construction, and completion of as-constructed drawings.
- 2.2 A maximum of twenty (20) working days has been assumed for the construction of the improvements, utilizing a standard 40-hour work week.
- 2.3 Should the Contractor be granted time extensions for construction completion due to recognized delays, requested additional work, and/or change orders, services during construction beyond the twenty (20) total working days shall be considered additional services.

3.0 Electrical Engineering

- 3.1 CEI will provide 60% draft electrical documents for inclusion in plans and specifications for CITY review within forty-five (45) calendar days of subconsultant agreement execution.
- 3.2 CEI will provide 90% draft electrical documents within thirty (30) calendar days of receiving CITY comments on 60% documents.
- 3.3 100% draft electrical documents will be provided by CEI within thirty (30) calendar days of receiving CITY comments on 90% plans, specifications, and estimate.
- 3.4 Final plans, specifications, and estimate will be provided to the CITY/TOWN within fifteen (15) calendar days of receiving comments on 100% draft plans, specifications, and estimate.

4.0 Additional Services

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

FEE FOR SERVICE:

For the services furnished by HLA as described in this Task Order, the CITY agrees to pay HLA the fees as set forth herein. The amounts listed below may be revised only by written agreement of both parties.

1.0 Design Engineering

All work for design engineering shall be performed for the lump sum fee of \$31,500.00.

2.0 Construction Engineering

All work for construction engineering shall be performed on a time-spent basis at the normal hourly billing rates included in our General Agreement, plus reimbursement for non-salary expenses, for the estimated maximum fee of \$36,520.00.


3.0 Electrical Engineering

All work for CEI electrical engineering services shall be performed on a time-spent basis at the normal hourly billing rates included in our General Agreement, plus reimbursement for non-salary expenses, for the estimated maximum fee of \$37,950.00.

4.0 Additional Services

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

Proposed:



HLA Engineering and Land Surveying, Inc.
Michael T. Battle, PE, President

4/28/2023
Date

Approved:

City of Grandview
Gloria Mendoza, Mayor

Date

RESOLUTION NO. 2023-84

**A RESOLUTION OF THE CITY OF GRANDVIEW, WASHINGTON,
AUTHORIZING THE MAYOR TO SIGN THE WASHINGTON STATE
TRANSPORTATION IMPROVEMENT BOARD FUEL TAX GRANT AGREEMENT
PROJECT NUMBER 3-E-183(011)-1 FOR THE WINE COUNTRY ROAD OVERLAY
FROM EUCLID STREET TO GRANDRIDGE ROAD**

WHEREAS, the City of Grandview has been selected by the Washington State Transportation Improvement Board to receive TIB grant funds in the amount of \$470,790 for the Wine Country Road Overlay from Euclid Street to Grandridge Road, and

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

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

The Mayor is hereby authorized to sign the Fuel Tax Grant Agreement between the City of Grandview and the Washington State Transportation Improvement Board for Project Number 3-E-183(011)-1 Wine Country Road Overlay from Euclid Street to Grandridge Road in the form as is attached hereto and incorporated herein by reference

PASSED by the **CITY COUNCIL** and **APPROVED** by the **MAYOR** at its regular meeting on December 12, 2023.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY



City of Grandview
3-E-183(011)-1
Wine Country Road Overlay
Euclid St to Grandridge Rd

STATE OF WASHINGTON
TRANSPORTATION IMPROVEMENT BOARD
AND
City of Grandview
AGREEMENT

THIS GRANT AGREEMENT (hereinafter "Agreement") for the Wine Country Road Overlay, Euclid St to Grandridge Rd (hereinafter "Project") is entered into by the WASHINGTON STATE TRANSPORTATION IMPROVEMENT BOARD (hereinafter "TIB") and City of Grandview, a political subdivision of the State of Washington (hereinafter "RECIPIENT").

1.0 PURPOSE

For the project specified above, TIB shall pay 90.0000 percent of approved eligible project costs up to the amount of \$470,790, pursuant to terms contained in the RECIPIENT'S Grant Application, supporting documentation, chapter 47.26 RCW, title 479 WAC, and the terms and conditions listed below.

2.0 SCOPE AND BUDGET

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

3.0 PROJECT DOCUMENTATION

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

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

4.0 BILLING AND PAYMENT

The local agency shall submit progress billings as project costs are incurred to enable TIB to maintain accurate budgeting and fund management. Payment requests may be submitted as



often as the RECIPIENT deems necessary, but shall be submitted at least quarterly if billable amounts are greater than \$50,000. If progress billings are not submitted, large payments may be delayed or scheduled in a payment plan.

5.0 TERM OF AGREEMENT

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

6.0 AMENDMENTS

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

7.0 ASSIGNMENT

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

8.0 GOVERNANCE & VENUE

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

9.0 DEFAULT AND TERMINATION

9.1 NON-COMPLIANCE

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

9.2 DEFAULT

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



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

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

9.3 TERMINATION

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

9.4 TERMINATION FOR NECESSITY

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

10.0 USE OF TIB GRANT FUNDS

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

11.0 INCREASE OR DECREASE IN TIB GRANT FUNDS

At Bid Award and Contract Completion, RECIPIENT may request an increase in the maximum payable TIB funds for the specific project. Requests must be made in writing and will be considered by TIB and awarded at the sole discretion of TIB. All increase requests must be made pursuant to WAC 479-05-202 and/or WAC 479-01-060. If an increase is denied, the recipient shall be liable for all costs incurred in excess of the maximum amount payable by TIB. In the event that final costs related to the specific project are less than the initial grant award, TIB funds will be decreased and/or refunded to TIB in a manner that maintains the intended ratio between TIB funds and total project costs, as described in Section 1.0 of this Agreement.



12.0 INDEPENDENT CAPACITY

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

13.0 INDEMNIFICATION AND HOLD HARMLESS

The PARTIES agree to the following:

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

14.0 DISPUTE RESOLUTION

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



Transportation Improvement Board

Project Funding Status Form

Agency Name: **GRANDVIEW**
Project Name: **Wine Country Road Overlay**
Euclid St to Grandridge Rd

TIB Project Number: **3-E-183(011)-1**

Verify the information below and revise if necessary.

Email to: Your TIB Engineer

PROJECT SCHEDULE

Target Dates		
Construction Approval	Contract Bid Award	Contract Completion

PROJECT FUNDING PARTNERS

List additional funding partners and amount.

Funding Partners	Amount	Revised Funding
GRANDVIEW	52,310	
WSDOT	0	
Federal Funds	0	
TOTAL LOCAL FUNDS	52,310	

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

Mayor or Public Works Director

Signature

Gloria Mendoza
Printed or Typed Name

December 12, 2023

Date

Mayor

Title

Financial Officer

Signature

Matt Cordray
Printed or Typed Name

December 12, 2023

Date

City Treasurer

Title

Arterial Preservation Program (APP)
Approved Segment Listing
FY 2025 Overlay Program

GRANDVIEW

Street	Termini	Pavement Length	Pavement Width
Wine Country Road	Euclid St to Grandridge Rd	3,350 feet	43 feet

RESOLUTION NO. 2023-85

**A RESOLUTION OF THE CITY OF GRANDVIEW, WASHINGTON,
AUTHORIZING THE MAYOR TO SIGN A PUBLIC SECTOR SERVICE AGREEMENT
WITH YAKIMA COUNTY DEVELOPMENT ASSOCIATION FOR
ECONOMIC DEVELOPMENT SERVICES**

WHEREAS, YCDA is a Washington private non-profit corporation representing a coalition of business, government, labor, and education leadership dedicated to planning, developing, and implementing community economic development programs; and

WHEREAS, economic development programs are coordinated public and private actions which aid in enhancing Yakima County's business environment and livability by planning and building local economic capacity such as: an effective education and training system; sound transportation and physical infrastructure; attractive diverse private and public investments; and competitive and skilled work force; and

WHEREAS, YCDA staff possesses valuable skill, experience and expertise in community economic development; and

WHEREAS, YCDA has been involved in many significant investment decisions in the Grandview area and Yakima County; and

WHEREAS, the City of Grandview wishes to utilize the skill, experience, and expertise of YCDA rather than attempting to perform the same services at greater expense; and

WHEREAS, the City of Grandview wishes to exercise authority granted under RCW 35.21.703 with YCDA to provide economic development assistance to the City of Grandview; and

WHEREAS, the City of Grandview desires to have certain services performed by YCDA as described within this Agreement;

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

The Mayor is hereby authorized to sign a Public Sector Service Agreement with Yakima County Development Association for economic development services for the period January 1, 2024 to December 31, 2024, in the form as is attached hereto and incorporated herein by reference. The Mayor is further authorized to renew said agreement on an annual basis through December 31, 2028, subject to performance review and evaluation conducted by the City during the yearly budget review process.

PASSED by the **CITY COUNCIL** and **APPROVED** by the **MAYOR** at its regular meeting on December 12, 2023.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

**YAKIMA COUNTY DEVELOPMENT ASSOCIATION
PUBLIC SECTOR SERVICE AGREEMENT**

AGREEMENT PERIOD: January 1, 2024 to December 31, 2028

THIS AGREEMENT is entered into by the City of Grandview and the Yakima County Development Association ("YCDA"), a Washington non-profit corporation.

WHEREAS, YCDA is a Washington private non-profit corporation representing a coalition of business, government, labor, and education leadership dedicated to planning, developing, and implementing community economic development programs; and

WHEREAS, economic development programs are coordinated public and private actions which aid in enhancing Yakima County's business environment and livability by planning and building local economic capacity such as: an effective education and training system; sound transportation and physical infrastructure; attractive diverse private and public investments; and competitive and skilled work force; and

WHEREAS, YCDA staff possesses valuable skill, experience and expertise in community economic development; and

WHEREAS, YCDA has been involved in many significant investment decisions in the Grandview area and Yakima County; and

WHEREAS, The City of Grandview wishes to utilize the skill, experience, and expertise of YCDA rather than attempting to perform the same services at greater expense; and

WHEREAS, The City of Grandview wishes to exercise authority granted under RCW 35.21.703 with YCDA to provide economic development assistance to The City of Grandview; and

WHEREAS, The City of Grandview desires to have certain services performed by YCDA as described within this Agreement;

THEREFORE, in consideration of payment, covenants, and agreements hereinafter mentioned, to be made and performed by the parties hereto, the parties mutually covenant and agree to the following:

I. SCOPE OF SERVICES

The City of Grandview desires to continue utilizing services provided by YCDA. The City of Grandview recognizes that, because of the nature of a private economy, YCDA shall provide economic development programming for the entire Yakima County area and not exclusively for the Grandview area. The City of Grandview understands that it will receive economic development benefits from YCDA's efforts within Yakima County because the City of Grandview is an economic focal point within the County. Such benefits to the City of Grandview include a more diversified economic base, additional employment opportunities and greater prosperity. The economic development program shall consist of the 2024-2028 Strategic Plan drafted by the YCDA Board of Directors.

YCDA shall maintain a professional staff to carry out an economic development program in Yakima County. During the term of this Agreement, YCDA will dedicate its best efforts to carry out such program.

As additional consideration, beyond its general mission of economic development in Yakima County, YCDA shall dedicate its professional and support staff to specific objectives from 2024 through 2028. YCDA shall:

- A. Market the City of Grandview and Yakima County as a location for targeted new business investment. Maintain accurate information about the City of Grandview's costs and opportunities as they relate to new business development. Maintain confidentiality for business clients evaluating sites or facilities within the region.
- B. Work cooperatively with developers, realtors, landowners and other parties within the Grandview area to maintain up-to-date information about sites and facilities that can meet the needs of new or existing businesses.
- C. Conduct yearly visits with Grandview-based businesses as part of YCDA's outreach activities. Provide appropriate follow-up assistance to local businesses based on needs identified during the outreach.
- D. Provide the City of Grandview with a yearly report on the status of local businesses, providing insights on their overall health and feedback on local business climate issues.
- E. Support the City of Grandview's efforts to prepare industrial sites and facilities through applications to local, state, or federal infrastructure funding programs.
- F. Partner with South Central Workforce, K-12, Higher Education, and other workforce development organizations to create and deliver workforce development programs that meet the needs of local employers.
- G. Provide business development training and resources to Yakima County start-ups, microenterprises, and small businesses so they can grow in the County.
- H. Advise the City of Grandview, when requested, regarding industrial sector needs relative to the preparation of land use designation and urban development policies.
- I. Advise the City of Grandview, when requested, on ways to mitigate development impacts from proposed manufacturing or non-retail expansion projects.
- J. Advise the City of Grandview, when requested, regarding public service planning for light and heavy industrial areas, including comments on streets, water, sewer, and other public facilities.

II. DURATION OF AGREEMENT

This Agreement shall commence on January 1, 2024 and shall terminate on December 31, 2024, and renewed annually through December 31, 2028, subject to performance review and evaluation conducted by the City of Grandview during the yearly budget review process.

III. COMPENSATION, METHOD OF PAYMENT, RECITYING

YCDA shall receive payment for services as specified in this Agreement in the total amount of Seventy Thousand Dollars (\$70,000), which amount shall be paid to YCDA in two equal installments of Seven Thousand dollars (\$7,000), with one installment due on Jan 31, and one installment due on July 31. Provided that this Agreement is renewed, payments will continue in the following years in two equal installments on January 31, and July 31 and compensation for services is authorized in the City of Grandview's yearly budget based upon the annual performance review and evaluation. At its discretion, the City of Grandview may acquire additional and specific professional economic development services from YCDA for a mutually agreed upon fee.

YCDA shall provide an annual report of its activities for each calendar year. Such report shall contain a description of accomplishments under the applicable scope of the services provision of the Agreement. Each annual report shall indicate the amount of new investment, retention of investment, and new jobs within Yakima County which affect economic development of the City of Grandview.

IV. INTERNAL CONTROL AND ACCOUNTING SYSTEM

YCDA shall establish and maintain a system of accounting and internal controls which complies with applicable, generally accepted accounting principles, and government accounting and financial report standards.

V. ESTABLISHMENT AND MAINTENANCE OF RECORDS

YCDA shall maintain accounts and records, including personnel, property, financial, and program records, and such other records as the City of Grandview may deem necessary, to ensure proper accounting for all project funds and compliance with this Agreement.

VI. AUDITS AND INSPECTIONS

A. Records and documents pertaining to all matters covered by this Agreement shall be subject at all times to inspections, review, or audit by the City of Grandview and/or federal/state officials so authorized, including but not limited to, the Washington State Examiner.

B. YCDA shall have its annual financial statement compiled by an independent certified public accountant. One copy of any such compilation or review performed by an independent certified public accountant shall be provided to the City of Grandview upon request.

C. YCDA shall provide access of facilities to the City of Grandview, the state and/or federal agencies or officials at reasonable times to monitor and evaluate the services provided under the Agreement. the City of Grandview will give advance notice to YCDA in the case of fiscal audits to be conducted by the City of Grandview.

VII. REVIEW AND EVALUATION

YCDA agrees to cooperate with the City of Grandview or its agent in the City of Grandview's annual review and evaluation of YCDA's performance under this Agreement and to make available all information reasonably required by any such evaluation process.

VIII. TERMINATION

This Agreement may be terminated without cause prior to the date specified above in Section II, by either party providing the other party thirty (30) days written notice of the termination. In the event of termination, the amount of compensation shall be prorated monthly to the nearest full month of service.

IX. INSURANCE AND INDEMNIFICATION

YCDA shall procure and maintain at its own expense for the duration of this Agreement insurance against injury to persons or damage to property or rights which may arise from, or in connection with the performance of work hereunder by YCDA, its agents, representatives, employees.

YCDA shall defend, indemnify, and hold the City of Grandview, its officers, employees, and agents, harmless from any and all liability arising out of the performance of this Agreement.

X. NONDISCRIMINATION

During the performance of this Agreement, YCDA shall not discriminate on the basis of race, color, sex, religion, nationality, creed, sexual orientation, marital status, age, or the presence of any sensory, mental or physical handicap in employment or application for employment or in the administration or delivery of services or any other benefits under this Agreement.

XI. CONFLICT OF INTEREST

YCDA covenants that no officer, employee or agent of the City of Grandview who exercises any functions or responsibilities in connection with the planning and implementation of the program funded herein, or any other person who presently exercises any functions or responsibilities in connection with the planning and implementation of the program funded herein shall have any personal financial interest, direct or indirect, in this Agreement.

None of the funds, materials, property or services provided directly or indirectly under this Agreement shall be used for any partisan political activity or to further the election or defeat of any candidate for public office.

XII. NOTICES

Whenever this Agreement provides for notice to be provided by one party or another, such notices shall be in writing and directed to the executive director of YCDA, P.O. Box 1387, Yakima, WA, 98907, or City Administrator of the City of Grandview, 207 West Second Street, Grandview, WA 98930. Any time within which a party must take some action shall be computed from the date that the notice is received by said party.

XIII. CHANGES

Either party may request changes to this Agreement. Proposed changes, which are mutually agreed upon, shall be incorporated by written amendments to this Agreement.

XIV. PROHIBITED ACTS

YCDA shall use all consideration provided under this Agreement solely to pay for labor, equipment, materials, and overhead in its operations. It shall not use such consideration as loans, grants, or gifts to public or private entities for any purpose whatsoever nor shall such consideration be used for the purpose of promotional hosting. Violation of the provision of this section shall be cause of immediate termination of this Agreement and YCDA shall repay to the City of Grandview any funds transferred in violation of this section.

XV. WHOLE AGREEMENT

This Agreement constitutes the whole and entire agreement between the parties.

XVI. ASSIGNMENT

YCDA shall not assign any of its duties under this Agreement without the prior written consent of the City of Grandview.

XVII. SEVERABILITY

In the event any portion of this Agreement is found to be invalid, it is the intent of the parties to enforce the remainder of the Agreement.

CITY OF GRANDVIEW

**YAKIMA COUNTY
DEVELOPMENT ASSOCIATION**

Signature
Gloria Mendoza

Name
Mayor

Title
December 12, 2023

Date

Signature

Name

Title

Date

ATTEST

Anita Palacios, City Clerk

RESOLUTION NO. 2023-86

**A RESOLUTION OF THE CITY OF GRANDVIEW, WASHINGTON,
AUTHORIZING THE MAYOR TO SIGN THE TECHNICAL ASSISTANCE CONTRACT
NO. 010124GV WITH THE YAKIMA VALLEY CONFERENCE OF GOVERNMENTS**

WHEREAS, the City of Grandview wishes to enter into a Technical Assistance Contract with the Yakima Valley Conference of Governments for technical planning assistance,

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 Technical Assistance Contract No. 010124GV with the Yakima Valley Conference of Governments in the form as is attached hereto and incorporated herein by reference.

PASSED by the **CITY COUNCIL** and **APPROVED** by the **MAYOR** at its regular meeting on December 12, 2023.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

Organization Name: City of Grandview
TECHNICAL ASSISTANCE CONTRACT NO. 010124GV

THIS CONTRACT, entered into this (DATE) December 12, 2023, by and between the Yakima Valley Conference of Governments, a regional association having its territorial limits within Yakima County, State of Washington (hereinafter called the "Conference"), acting herein by, Conference Chair, _____, acting hereunto duly authorized, City of Grandview, a municipal corporation or organization, located within Yakima County, State of Washington (hereinafter called the "City" or "Organization"), acting herein by (Name of Mayor or E.D.) Gloria Mendoza Executive Director or Mayor, hereunto duly authorized:

WITNESSETH THAT;

WHEREAS, the City or Organization has determined that a need exists to secure assistance in addition to normal Conference activities; and,

WHEREAS, the City or Organization is desirous of contracting with the Conference for certain technical planning assistance; and,

WHEREAS, the Conference possesses the technical planning staff with the necessary expertise to provide the required services;

NOW THEREFORE, the parties do mutually agree as follows:

1. **Scope of Services.** Services performed under this contract may consist of, but are not limited to, the following tasks. Upon mutual agreement by the City/Organization and the Conference of a detailed work program and time schedule, the Conference shall, in a satisfactory and proper manner, perform the following types of services:

1.1 Develop or assist in development of grant applications for community projects as requested by the Mayor or Executive Director;

1.2 Assist the City or Organization in the review of development proposals such as rezone and variance applications, State Environmental Policy Act (SEPA) reviews, planned unit developments and subdivisions as requested by the Mayor or Organization;

1.3 Assist the City Council and Planning Commission with any other activities mutually agreed upon by the City and the Conference.

1.4 Other Services - Choose One

Not Applicable

See Attached Additional Scope of Services

2. **Time of Performance.** The services provided by the Conference pursuant to this contract shall:

Commence on January 1, 2024 and shall end on December 31, 2024

3. Access to Information. It is agreed that all information, data, reports, records and maps as are available and for the carrying out of the work outlined above, shall be furnished to the Conference by the City or Organization. No charge shall be made to the Conference for such information, and the Organization will cooperate with the Conference in every way possible to facilitate the performance of the work described in this contract.

4. Compensation and Method of Payment. The maximum amount of compensation and reimbursement to be paid by the City or Organization hereunder shall not exceed \$ 30,000.00 for all services required.

In addition, the City or Organization will provide, at no charge to the Conference, photocopy service and secretarial assistance in typing reports for submittal. The Conference shall assume full responsibility for payments of federal, state and local taxes or contributions imposed or required under the Social Security, Workmen's Compensation and Income Tax Laws for persons other than Organization employees performing services pursuant to this contract.

5. Invoicing. The Conference shall submit monthly billings to City of Grandview for payment based upon work completed for City of Grandview. Billing for work shall be based upon actual expenses incurred. If applicable, the detailed budget and work program attached will provide an estimate of those expenses. However, amounts may be shifted between various line items to cover costs incurred. The final invoice shall be submitted within 15 days after the ending date of the contract.

6. Termination.

6.1. Termination of Contract for Cause. If, through any cause, City of Grandview or the Conference shall fail to fulfill in a timely and proper manner the obligations contained within this contract, the non-defaulting party shall, thereupon, have the right to terminate this contract by giving, at least fifteen (15) days before the effective date of such termination, written notice to the other of such termination specifying the effective date thereof.

6.2. Termination for Convenience. Either City of Grandview or the Conference may effect termination of this contract upon thirty (30) days written notice by either party to the other party. If the contract is terminated, City of Grandview will compensate the Conference for that portion of services extended unto City of Grandview.

7. Modification. The terms of this contract may be changed or modified by mutual agreement of City of Grandview and the Conference in the form of written amendments to this contract.

8. Contract for Continuation. City of Grandview shall give notice of their intent to continue or discontinue the contractual agreement for the year 2024, at least thirty (30) days prior to the completion of this contract.

YAKIMA VALLEY CONFERENCE OF GOVERNMENTS

City of Grandview YAKIMA COUNTY

BY: _____
Conference Chair

BY: _____
Mayor Gloria Mendoza

ATTEST: _____
Secretary

ATTEST: _____

RESOLUTION NO. 2023-87

**A RESOLUTION OF THE CITY OF GRANDVIEW, WASHINGTON,
APPROVING TASK ORDER NO. 2023-11 WITH HLA ENGINEERING AND LAND
SURVEYING, INC., FOR THE 3.0 MG RESERVOIR STORAGE IMPROVEMENTS**

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

WHEREAS, the City would like to enter into a Task Order with HLA to provide professional engineering and land surveying services for the 3.0 MG Reservoir Storage Improvements,

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

The Mayor is hereby authorized to sign Task Order No. 2023-11 with HLA Engineering and Land Surveying, Inc., for the 3.0 MG Reservoir Storage Improvements with an estimated fee for services in the amount of \$50,000 for project administration, \$20,000 for environmental, historical and cultural review, \$1,043,200 for design engineering, \$1,208,700 for construction engineering, and \$72,500 for electrical engineering services in the form as is attached hereto and incorporated herein by reference.

PASSED by the **CITY COUNCIL** and **APPROVED** by the **MAYOR** at a special meeting on December 12, 2023.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

TASK ORDER NO. 2023-11

REGARDING GENERAL AGREEMENT BETWEEN CITY OF GRANDVIEW

AND

HLA ENGINEERING AND LAND SURVEYING, INC. (HLA)

PROJECT DESCRIPTION:

3.0 MG Reservoir Storage Improvements
HLA Project No. 23192E

The City of Grandview would like to construct a new 3.0 MG potable water storage reservoir and 3,100 linear feet of 12-inch transmission main to connect to the existing distribution system. This project will improve water system reliability and resiliency by fortifying its storage component and providing redundancy.

The project is partially funded through the Drinking Water State Revolving Fund (DWSRF) loan program. The estimated total project cost is \$11,809,740, which includes \$9,090,000 of DWSRF funds.

SCOPE OF SERVICES:

At the direction of the City of Grandview (CITY), HLA shall provide professional engineering services for the 3.0 MG Reservoir Storage Improvements (PROJECT). HLA services shall include the following:

1.0 Project Administration

- 1.1 Assist CITY with financial and construction management requirements of funding agency.
- 1.2 Assist CITY with securing approval of such governmental authorities with jurisdiction over design criteria applicable to the PROJECT.
- 1.3 Assist CITY with funding agency reimbursement process.
- 1.4 Assist CITY with funding agency PROJECT closeout process.
- 1.5 Review water quality testing results and make recommendations to CITY, as needed.
- 1.6 Prepare and submit final well source approval information to the Washington State Department of Health (DOH) for review and approval.
- 1.7 Prepare and submit DOH construction completion report(s) and updated water facility inventory (WFI) form, as required.

2.0 Environmental, Historical, and Cultural Review

- 2.1 Perform environmental services, including a Section 106 Archaeological Resource Survey and consultation with the Washington State Department of Archeology and Historic Preservation (DAHP).
- 2.2 Submit an EZ-1 form and maps using the updated EZ-1 form. Include any changes to scope of work.
- 2.3 Identify the area of potential effect (APE) as early as possible in the process to avoid additional reviews later. The APE must include staging areas and other elements of the PROJECT.

- 2.4 Submit an Inadvertent Discovery Plan (IDP) to be approved by the Office of Drinking Water, Washington State Department of Health. Use the template available upon request.
- 2.5 Prepare the State Environmental Policy Act (SEPA) checklist and Determination of Non-Significance (DNS). Assist with publication and submittal of the checklist and environmental determination to the Office of Drinking Water, Washington State Department of Health.

3.0 Design Engineering

This phase results in the preparation of two (2) separate bid packages: one for construction of the new reservoir, and one for transmission main construction to connect the new reservoir to existing city infrastructure. Additional bid packages will be considered additional services. Tasks for each package are similar but may differ slightly as noted below.

- 3.1 Provide complete PROJECT management to deliver the PROJECT within mutually determined expectations.
- 3.2 Prepare a reservoir siting evaluation for up to six (6) different reservoir sites that includes preliminary cost estimates, site exhibits, and hydraulic model analysis.
- 3.3 Attend up to two (2) council meetings to assist the CITY with presenting reservoir siting alternatives.
- 3.4 Attend meetings with the CITY to address technical aspects of the work related to scope, design, and schedule of the PROJECT. Up to three (3) meetings are anticipated per bid package.
- 3.5 Perform field investigations necessary to design the identified improvements.
- 3.6 Conduct a topographic survey of the PROJECT area as required to complete design, plans, and specifications, including call for utility locates.
- 3.7 Prepare 30% preliminary plans and cost estimates of improvements for review and approval by the CITY.
- 3.8 Notify private utilities of pending improvements.
- 3.9 Based on approved 30% preliminary engineering plans, perform and present design to CITY at 60% and 90% completion for final coordination of bid packages.
- 3.10 Prepare project report for Department of Health (DOH) review.
- 3.11 Respond to DOH project report review comment responses for final approval.
- 3.12 Incorporate CITY review comments for two bid packages and prepare final draft plans, specifications, and estimate for review and approval by CITY.
- 3.13 Perform quality control and assurance review of all final documents.
- 3.14 Prepare Engineer's cost estimate.
- 3.15 Provide final plans and specifications to the CITY in electronic format suitable for printing and use at time of bid advertisement.
- 3.16 Prepare advertisement for bids. Coordinate with CITY on number and location publications. (All advertising fees to be paid by CITY.)

- 3.17 Post documents to HLA website, notify potential bidders and utility companies of PROJECT posting, and maintain planholder list.
- 3.18 Answer and supply information as requested by prospective bidders.
- 3.19 Prepare and issue addenda, if necessary.
- 3.20 Attend and participate in the bid opening and evaluation process.
- 3.21 Provide bid tabulation summary.
- 3.22 Make recommendation to the CITY of construction contract award to the lowest responsible bidder.

4.0 Construction Engineering

- 4.1 Following Council award authorization, prepare Notice of Award to the Contractor, assemble construction contract documents, and coordinate execution with the CITY and Contractor.
- 4.2 Review Contractor's submission of certificate of insurance and contract bond.
- 4.3 Coordinate and facilitate preconstruction meeting with the CITY, Contractor, private utilities, and affected agencies.
- 4.4 Prepare and transmit notice to proceed to Contractor.
- 4.5 Furnish a field survey crew to provide geometric control, including construction staking.
- 4.6 Furnish a qualified resident engineer (inspector) to observe construction for substantial compliance with plans and specifications and CITY Construction Standards.
- 4.7 Review contractor submittals and maintain submittal tracking log.
- 4.8 Respond to contractor requests for information (RFI).
- 4.9 Interpret plans and specifications when necessary.
- 4.10 Prepare daily progress reports.
- 4.11 Prepare weekly statements of working days.
- 4.12 Create and maintain accurate construction documentation for the life of PROJECT.
- 4.13 Ensure the AGENCY has all necessary files for audits.
- 4.14 Consult and advise the CITY during construction and make final review and report of the completed work with CITY representatives.
- 4.15 Review acceptance sampling and testing for construction materials.
- 4.16 Attend construction meetings anticipated once per week during the duration of improvements.
- 4.17 Perform measurement and computation of pay items.
- 4.18 Prepare and provide monthly progress estimates to the CITY and recommend progress payments for the Contractor.
- 4.19 Prepare proposed contract change orders and/or force account computations as required.

- 4.20 Conduct final walkthrough inspection with the Contractor, AGENCY, and HLA. Prepare and transmit punchlist to Contractor.
- 4.21 Prepare and furnish record drawings and field notes of completed work in accordance with PROJECT field records provided by the resident engineer.
- 4.22 Prepare administrative documents to the appropriate agencies which have jurisdiction over funding, design, and construction of this PROJECT.
- 4.23 Monitor the Contractor's compliance with federal and state labor standards.
- 4.24 Witness on-site materials testing. Contractor to schedule and coordinate with material testing firm.
- 4.25 Monitor the Contractor's compliance with BABA requirements and maintain record of material and equipment certifications.
- 4.26 Prepare and submit recommendation of PROJECT acceptance.
- 4.27 Prepare and submit Notice of Completion of Public Works Contract (NOC). Monitor lien releases from state agencies.
- 4.28 Notify AGENCY when retainage may be released.

5.0 Electrical Engineering Services

This task includes electrical design, construction, and programming services.

- 5.1 Electrical power design for the reservoir, including:
- 5.2 Electrical distribution equipment (120/240 volt single phase assumed) for telemetry equipment, convenience receptacles, and lighting.
- 5.3 Tank lighting design to coordinate with the City's desires.
- 5.4 Control system/telemetry equipment design.
- 5.5 Telemetry panel to coordinate with the City's existing telemetry system.
- 5.6 Signal circuits from a submersible level transmitter and float switches to the telemetry panel.
- 5.7 Site lighting (minimal, not exceeding 2 pole mounted lighting fixtures).
- 5.8 Prepare electrical drawings in AutoCAD format (title blocks and backgrounds to be furnished by HLA Engineering).
- 5.9 Prepare electrical specifications in Word format to match HLA Engineering layout.
- 5.10 Prepare an electrical construction cost projection upon completion of design documents.
- 5.11 Prepare addendums and answer bidder questions during the bid process.
- 5.12 New utility service coordinated with the serving utility.
- 5.13 Radio pathway testing and verification.

- 5.14 Review and provide comment on electrical, and electrical portions of non-electrical, submittals and shop drawings.
- 5.15 Conform Contract Electrical Drawings to addendum changes.
- 5.16 Conform Contract Electrical Drawings to submittals.
- 5.17 Respond to requests for information (RFI's) related to the electrical design and construction.
- 5.18 Preparation of construction change directives and/or change order proposals as necessary.
- 5.19 Construction observation site visits (up to 3) which include review of construction, checking field wiring installed by the Contractor.
- 5.20 Attend and observe/review electrical control panel shop test (1).
- 5.21 Startup site visit (1) for loading of the PLC program and observing start-up of the reservoir.
- 5.22 Site visit (1) for loading Master PLC program revisions and HMI revisions.
- 5.23 Review and provide comments on Contractor O&M manuals.
- 5.24 Prepare record drawings for the project based on site visits and review of the Contractor's record drawings.
- 5.25 Develop and install programming for the PLC at the new reservoir for coordination and communications to the City's existing SCADA system.
- 5.26 Develop and install program modifications to the existing Master PLC and HMI located at City Shops for the addition of the new reservoir into the existing SCADA system.
- 5.27 If the reservoir is remotely located in lieu of being located close to the existing shop and maintenance building, developing and installing radio configurations will be added to the scope of work.

6.0 Additional Services

Provide professional engineering and construction services for additional work requested by the CITY that is not included in this Task Order.

7.0 Items to be Furnished and Responsibility of the CITY

The CITY will provide or perform the following:

- 7.1. Provide full information as to CITY requirements of the PROJECT.
- 7.2. Provide HLA all available information pertinent to the PROJECT relative to completion of design and construction of the PROJECT.
- 7.3. Examine all documents presented by HLA and provide written decisions within a reasonable time so as not to delay the work of HLA.
- 7.4. Obtain approval of all required governmental authorities for the PROJECT, and approvals and consents from other individuals as necessary for completion of the PROJECT.
- 7.5. Pay for PROJECT bid advertisement costs.

- 7.6. Pay for all necessary permits and testing fees not paid by the Contractor, including water quality testing of samples collected during construction.
- 7.7. Assist HLA with the coordination of improvements with utility companies and adjacent property owners or developers and assist with securing access to private properties along the transmission main alignment and new storage reservoir location to gather necessary design information. Provide location for meetings with involved parties.
- 7.8. Publish and pay for SEPA legal notifications, issue DNS, and complete SEPA process.
- 7.9. Pay for all necessary permit fees, DOH review fees, and audit costs.

TIME OF PERFORMANCE:

Following receipt of signed Task Order, HLA will diligently pursue completion of the two PROJECT bid packages based on the following anticipated schedule:

1.0 Project Administration

Project administration services shall begin immediately following receipt of the signed Task Order and continue until all funding and labor compliance closeout requirements for the PROJECT have been satisfied.

2.0 Environmental, Historical, and Cultural Review

Following selection of the preferred reservoir location, the environmental, historical, and cultural review services shall begin, and the EZ-1 form shall be prepared and submitted to the controlling authority/authorities within thirty (30) calendar days of completed 30% design.

3.0 Design Engineering

- 3.1 HLA will provide 30% draft plans and 30% cost estimate for CITY review within sixty (60) calendar days from receipt of signed Task Order.
- 3.2 HLA will provide 60% draft plans, 60% draft specifications, and 60% cost estimate for CITY review within forty-five (45) calendar days of receiving CITY comments on 30% plans and estimate.
- 3.3 90% draft plans, specifications, and estimate will be provided within forty-five (45) calendar days of receiving CITY comments on 60% plans, specifications, and estimate.
- 3.4 100% draft plans, specifications, and estimate will be provided within sixty (60) calendar days of receiving CITY comments on 90% plans, specifications, and estimate.
- 3.5 Final plans, specifications, and estimate will be provided to the CITY within thirty (30) calendar days of receiving comments on 100% draft plans, specifications, and estimate.

4.0 Construction Engineering

- 4.1 Engineering services during construction for both PROJECT bid packages shall begin upon construction contract award by the CITY to the lowest responsible bidder and shall extend through the completion of construction, and completion of as-constructed drawings.
- 4.2 Construction engineering services shall begin upon construction contract award by the CITY to the lowest responsible bidder and extend through the completion of construction, and completion of as-constructed drawings.

- 4.3 A maximum of four hundred (400) working days split between both bid packages has been assumed for the construction of the improvements, utilizing a standard 40-hour work week.
- 4.4 Should the Contractor be granted time extensions for construction completion due to recognized delays, requested additional work, and/or change orders, services during construction beyond the four hundred (400) total working days shall be considered additional services.

5.0 Electrical Engineering Services

Electrical design and programming services will be completed concurrently with Task 3.0 Design Engineering and Task 4.0 Construction Engineering.

6.0 Additional Services

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

FEE FOR SERVICE:

For the services furnished by HLA as described within this Task Order, the CITY agrees to pay HLA the fees as set forth herein. The amounts listed below may be revised only by written agreement of both parties.

1.0 Project Administration

All work for project administration shall be performed on a time-spent basis at the normal hourly billing rates included in our General Agreement, plus reimbursement for non-salary expenses for an estimated fee of \$50,000.00.

2.0 Environmental, Historical, and Cultural Review

All work for environmental, historical, and cultural review shall be performed on a time-spent basis at the normal hourly billing rates included in our General Agreement, plus reimbursement for non-salary expenses for an estimated fee of \$20,000.00.

3.0 Design Engineering

All work for design engineering shall be performed for the lump sum fee of \$1,043,200.00.

4.0 Construction Engineering


All work for construction engineering shall be performed on a time-spent basis at the normal hourly billing rates included in our General Agreement, plus reimbursement for non-salary expenses for an estimated fee of \$1,208,700.00.

5.0 Electrical Engineering Services

All work for electrical design and programming shall be performed on a time-spent basis at the normal hourly billing rates included in our General Agreement, plus reimbursement for non-salary expenses for an estimated fee of \$72,500.00.

6.0 Additional Services

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

Proposed: 

HLA Engineering and Land Surveying, Inc.
Michael T. Battle, PE, President

12/6/2023
Date

Approved: _____
City of Grandview
Gloria Mendoza, Mayor

Date

