

RESOLUTION NO. 1496

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DAYTON,
WASHINGTON, APPROVING A TRANSPORTATION IMPROVEMENT BOARD
CONSULTANT AGREEMENT FOR NORTH 3RD STREET RECONSTRUCTION
WITH ANDERSON PERRY & ASSOCIATES, INC.; AND, AUTHORIZING THE
MAYOR TO EXECUTE A TRANSPORTATION IMPROVEMENT BOARD
CONSULTANT AGREEMENT WITH ANDERSON PERRY & ASSOCIATES, INC.,
FOR SAID SERVICES.**

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

WHEREAS, the City Council of the City of Dayton (“City”) does not have sufficient staff to meet the required commitment and therefore deems it advisable and desirable to engage the assistance of Anderson Perry & Associates, Inc. as Consultants to provide necessary services for the North 3rd Street Reconstruction Project; and

WHEREAS, This Agreement, made and entered into this 12th day of July, 2022 between the City of Dayton, Washington and Anderson Perry & Associates, Inc. The Transportation Improvement Board administers the following accounts: Urban Arterial Trust Account funds, Transportation Improvement Account Funds, Small City Account funds, and City Hardship Assistance Account funds.

WHEREAS, City selected Anderson Perry from the consulting firm list from MRSC Small Works Roster and the City found Anderson Perry & Associates, Inc., as the most qualified consultant to provide consulting services for North 3rd Street Reconstruction Project .

WHEREAS, the Evaluation Committee is recommending that the City Council award the Consultant Agreement to Anderson Perry & Associates, Inc., and that the Mayor be granted the authority to execute a Consultant Agreement with Anderson Perry & Associates, Inc, to perform the services as described in Exhibit “A”, attached hereto.

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF DAYTON,
WASHINGTON, DO RESOLVE AS FOLLOWS:**

Section 1. Award. The City Council hereby approves the Agreement for Consultant Services for the North 3rd Street Reconstruction Project, Design the reconstruction and modifications to the North 3rd Street from Dayton Avenue to Main Street to the most qualified consultant, Anderson Perry & Associates, Inc.

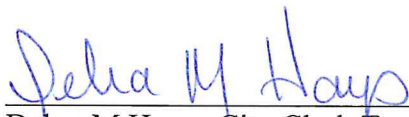
Section 2. Authorization. The Mayor is hereby authorized to execute the Consultant Agreement with Anderson Perry & Associates, Inc., to perform the Consultation Services for the City of Dayton’s North 3rd Street Reconstruction Project, as provided in Exhibit “A”, attached hereto.

PASSED BY THE CITY COUNCIL AT A REGULAR MEETING ON THE
____12th ____ DAY OF ____JULY ____, 2022.

City of Dayton


Zac Weatherford, Mayor

Attested/Authenticated:


Debra M Hays , City Clerk Treasurer

Approved as to form


Quinn Plant, Attorney



Washington State Transportation Improvement Board

TIB Members

Chair
Councilmember Sam Low
Snohomish County

Vice Chair
Mayor Glenn Johnson
City of Pullman

Amy Asher
Mason Transit Authority

Aaron Butters, P.E.
HW Lochner Inc.

Susan Carter
Hopelink

Barbara Chamberlain
WSDOT

Elizabeth Chamberlain
City of Walla Walla

Chad Coles, P.E.
Spokane County

Mike Dahlem, P.E.
City of Sumner

Commissioner Al French
Spokane County

Commissioner Scott Hutsell
Lincoln County

John Klekotka, P.E.
Port of Everett

David Ramsay
Feet First

Les Reardanz
Whatcom Transportation Authority

Steve Roark, P.E.
WSDOT

Ruth Robertson
Budget Assistant of the Governor

Peter Rogalsky, P.E.
City of Richland

Councilmember Jan Schuette
City of Arlington

Jennifer Walker
Thurston County

Jane Wall
County Road Administration Board

November 23, 2021

The Honorable Zac Weatherford
Mayor
City of Dayton
111 South First
Dayton, WA 99328-1306

Dear Mayor Weatherford:

Congratulations! We are pleased to announce the selection of your project, N 3rd Street, Main St to Dayton Ave, TIB project number 6-E-924(007)-1.

TIB is awarding 94.9999% of approved eligible project costs with a maximum grant of \$1,177,890.

Before any work is allowed on this project, you must:

- Verify the information on the Project Funding Status Form, revise if necessary, and then sign and scan;
- Submit the section of your adopted Six Year Transportation Improvement Plan listing this project;
- Sign and scan one copy of the Fuel Tax Grant Distribution Agreement; and
- Return the above items to TIB;

You may only incur reimbursable expenses after you receive approval from TIB.

In accordance with RCW 47.26.084, you must certify full funding by November 19, 2022 or the grant may be terminated. Grants may also be rescinded due to unreasonable project delay as described in WAC 479-05-211.

If you have questions, please contact Andrew Beagle, TIB Project Engineer, at (360) 586-1151 or e-mail AndrewB@TIB.wa.gov.

Sincerely,

Ashley Probart
Executive Director

Enclosures

Ashley Probart
Executive Director

P.O. Box 40901
Olympia, WA 98504-0901
Phone: 360-586-1140
Fax: 360-586-1165

**CITY OF DAYTON, WASHINGTON
NORTH 3RD STREET RECONSTRUCTION
PROJECT COST SUMMARY
July 11, 2022**

	TOTAL PROJECT COST⁽¹⁾	TIB⁽²⁾	PWB⁽³⁾	CITY
Street	\$1,240,000	\$1,178,000	\$0	\$62,000
Pedestrian Bridge/Guardrail	\$140,000	\$0	\$120,000	\$20,000
Water	\$580,000	\$0	\$540,000	\$40,000
Sewer	\$240,000	\$0	\$220,000	\$20,000
TOTAL	\$2,200,000	\$1,178,000	\$880,000	\$142,000

Notes:

⁽¹⁾Total costs include design, construction, tax and contingency.

⁽²⁾Transportation Improvement Board (TIB) funding already secured.

⁽³⁾Public Works Board (PWB) funding not secured. Applications due September 9, 2022.



Subscribe to updates from Washington State
Department of Commerce

Email Address

e.g. name@exam

FOR IMMEDIATE RELEASE: Public Works Board accepting infrastructure funding applications through Sept. 9

Washington State Department of Commerce sent this bulletin at 06/06/2022 02:45 PM PDT

Having trouble viewing th



06/06/2022

NEWS RELEASE

Washington Public Works Board accepting loan applications now through Sept. 9

\$120 million in low-interest state loans available for local infrastructure projects

OLYMPIA, Wash. --- The Washington State Public Works Board (PWB) is accepting applications for infrastructure construction and pre-construction loans now through midnight, Sept. 9. Cities, counties, special purpose districts and quasi-municipal organizations may apply. Infrastructure systems eligible for these very low-interest state loans - between 0.47 and 1.39% for a 20-year construction loan - include streets and roads, bridges, domestic water, stormwater, sanitary sewer, and solid waste and recycling.

Approximately \$115 million is available for construction loans, and \$2.9 million for pre-construction loans. This is the second loan application cycle of the 2021-23 state budget. Funds are awarded to projects that pass through the rating threshold based on a competitive ranking process.

The process for rating and ranking begins Sept. 12, and awards are expected to be announced Oct. 7. Depending on the number and qualifications of applicants, there is no guarantee funds will be available for future loan cycles. In the event that not all funds are committed in the first, subsequent cycles will open every six months for construction loans and every four months for pre-construction loans.

An additional \$1.94 million is being deposited in the emergency loan account, bringing available funds to \$5 million. Applications for emergency funding remain open on a first-come, first-served basis until all available funds set aside for this program are exhausted. This funding is only available for emergencies in distressed communities and can be awarded as grants under qualifying circumstances.

Application workshop June 14

A virtual application workshop for PWB construction and pre-construction loans is scheduled for June 14 from 10 to 11:00 a.m. PDT. In previous cycles, demand for dollars outpaced available funding. The board expects this cycle to be similarly competitive. Potential applicants are encouraged to attend the workshop.

Registration link: <https://www.eventbrite.com/e/public-works-board-2023-loan-cycle-program-policies-tickets-353933272947>

More information, application and contact

Visit the [Public Works Board financing webpage](https://www.commerce.wa.gov/building-infrastructure/pwb-financing/) at <https://www.commerce.wa.gov/building-infrastructure/pwb-financing/> for more information and to complete the online application.

For questions, please contact Traditional Programs Director and Tribal Liaison Mark Rentfrow at mark.rentfrow@commerce.wa.gov, (360) 529-6432.



Share this page:



About Commerce

Commerce works with local governments, businesses, community-based organizations and tribes to strengthen communities. The department's diverse portfolio of more than 100 programs and effective public and private partnerships promote sustainable community and economic development to help all Washingtonians thrive. For more information, visit <http://www.commerce.wa.gov>. For information on locating or expanding a business in Washington, visit choosewashingtonstate.com.

Update your subscriptions, modify your password or email address, or stop subscriptions at any time on your [Subscriber Preferences Page](#). You will need to use your email address to log in. If you have questions or problems with the subscription service, please visit subscriberhelp.govdelivery.com.

This service is provided to you at no charge by [Washington Department of Commerce](#).

[Subscribe](#) | [Manage Preferences](#) | [Unsubscribe All](#) | [Help](#) | [Contact us](#)

Powered by



[Privacy Policy](#) | [Cookie Statement](#) | [Help](#)

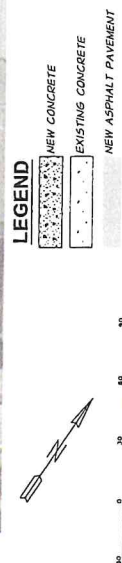
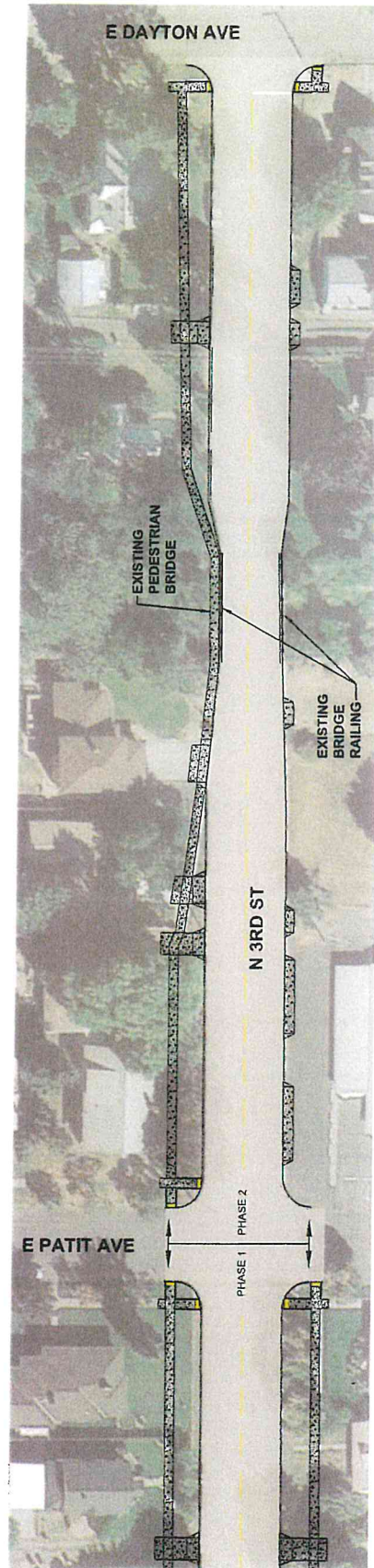
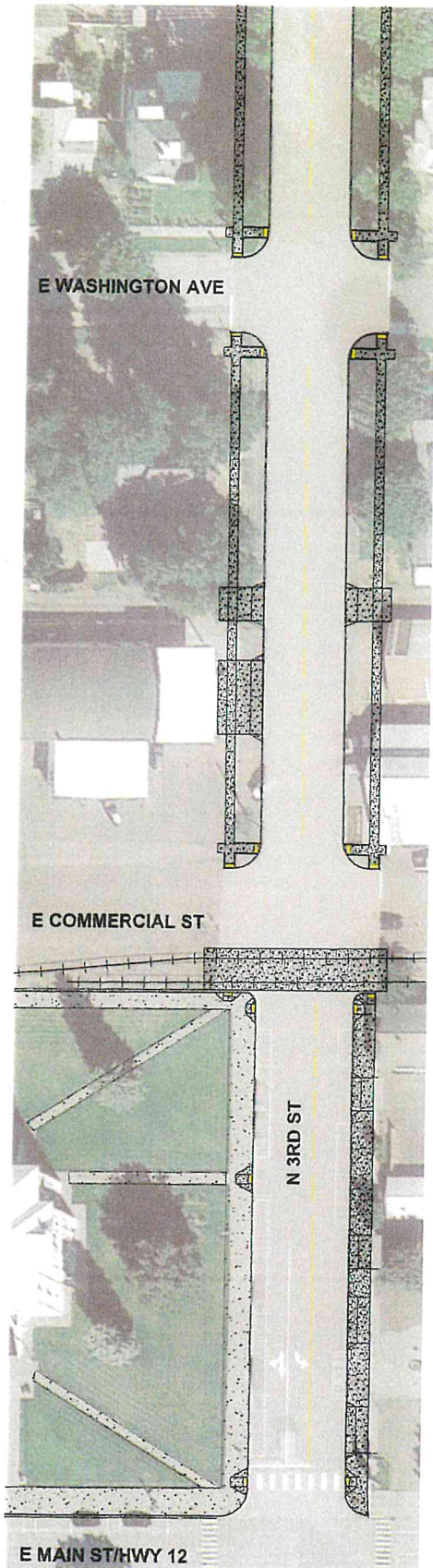


FIGURE
1

CITY OF DAYTON, WASHINGTON
NORTH 3RD STREET RECONSTRUCTION PROJECT

PROJECT PLAN VIEW

anderson
perry
& associates, inc.



Transportation Improvement Board (TIB) Consultant Agreement

TIB PROJECT NUMBER 6-E-924(007)-1		PROJECT PHASE (check one) <input checked="" type="checkbox"/> Design <input type="checkbox"/> Construction	
PROJECT TITLE & WORK DESCRIPTION City of Dayton - North 3rd Street Reconstruction Design the reconstruction and modifications to North 3 rd Street from Dayton Avenue to Main Street. This project will also include the installation of new water and sewer mains, fire hydrants, manholes, and water and sewer services along North 3 rd Street that will be paid for separately by the AGENCY.			
CONSULTANT NAME & ADDRESS Anderson Perry & Associates, Inc. 214 East Birch Street / P.O. Box 1687 Walla Walla, WA 99362			
AGREEMENT TYPE (check one)			
<input checked="" type="checkbox"/> LUMP SUM \$190,000 <input type="checkbox"/> COST PLUS FIXED FEE <div style="text-align: right;">OVERHEAD PROGRESS PAYMENT RATE _____ %</div> <div style="text-align: right;">OVERHEAD COST METHOD</div> <div style="text-align: right;"> <input type="checkbox"/> Actual Cost <input type="checkbox"/> Actual Cost Not To Exceed _____ % <input type="checkbox"/> Fixed Rate _____ % </div> <div style="text-align: right;">FIXED FEE \$ _____</div> <div style="text-align: right;"> <input type="checkbox"/> SPECIFIC RATES OF PAY <input type="checkbox"/> COST PER UNIT WORK </div> <div style="text-align: right;"> <input type="checkbox"/> Negotiated Hourly Rate <input type="checkbox"/> Provisional Hourly Rate </div>			
DBE PARTICIPATION <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No _____ %		WBE PARTICIPATION <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No _____ %	
COMPLETION DATE March 31, 2023		MAXIMUM AMOUNT PAYABLE \$190,000	

THIS AGREEMENT, made and entered into this **12th day of July, 2022** between the **City of Dayton, Washington**, hereinafter called the AGENCY, and the above organization hereinafter called the CONSULTANT. The Transportation Improvement Board hereinafter called the TIB, administers the following accounts: Urban Arterial Trust Account funds, Transportation Improvement Account funds, Small City Account funds, and City Hardship Assistance Account funds.

WITNESSETH THAT:

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

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

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

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

GENERAL DESCRIPTION OF WORK

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

equipment necessary to conduct and complete the work as designated elsewhere in this AGREEMENT.



II SCOPE OF WORK

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

III GENERAL REQUIREMENTS

All aspects of coordination of the work of this AGREEMENT, with outside agencies, groups or individuals shall receive advance approval by the AGENCY. Necessary contacts and meetings with agencies, groups or individuals shall be coordinated through the AGENCY.

The CONSULTANT shall attend coordination, progress and presentation meetings with the AGENCY or such Federal, Community, State, City or County officials, groups or individuals as may be requested by the AGENCY. The AGENCY will provide the CONSULTANT sufficient notice prior to meetings requiring CONSULTANT participation. The minimum number of hours or days notice required shall be agreed to between the AGENCY and the CONSULTANT and shown in Exhibit B attached hereto and made part of this AGREEMENT. The CONSULTANT shall prepare a monthly progress report, in a form approved by the AGENCY, that will outline in written and graphical form the various phases and the order of performance of the work in sufficient detail so that the progress of the work can easily be evaluated. Goals for Disadvantaged Business Enterprises (DBE), Minority Business Enterprises (MBE), and Women-owned Business Enterprises (WBE) if required shall be shown in the heading of this Agreement.

The original copies of all reports, PS&E, and other data furnished to the CONSULTANT by the AGENCY shall be returned. All designs, drawings, specifications, documents, and other work products prepared by the CONSULTANT prior to completion or termination of this AGREEMENT are instruments of service for the PROJECT and are property of the AGENCY. Reuse by the AGENCY or by others acting through or on behalf of the AGENCY of any such instruments of service, not occurring as a part of this PROJECT, shall be without liability of legal exposure to the CONSULTANT.

IV TIME FOR BEGINNING AND COMPLETION

The CONSULTANT shall not begin any work under the terms of this AGREEMENT until authorized in writing by the AGENCY. All work under this AGREEMENT shall be completed by the date shown in the heading of this AGREEMENT under completion date.

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

V PAYMENT

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

VI

SUBCONTRACTING

The AGENCY permits subcontracts for those items of work as shown in Exhibit G to this Agreement. Compensation for this subconsultant work shall be based on the cost factors shown on Exhibit G, attached hereto and by this reference made a part of this AGREEMENT.

The work of the subconsultant shall not exceed its maximum amount payable unless a prior written approval has been issued by the AGENCY.

All reimbursable direct labor, overhead, direct non-salary costs and fixed fee costs for the subconsultant shall be substantiated in the same manner as outlined in Section V. All subcontracts exceeding \$10,000 in cost shall contain all applicable provisions of this AGREEMENT.

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

VII EMPLOYMENT

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

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

The CONSULTANT shall not engage, on a full or part time basis, or other basis, during the period of the contract, any professional or technical personnel who are, or have been, at any time during the period of the contract, in the employ of the STATE, or the AGENCY, except regularly retired employees, without written consent of the public employer of such person.

VIII NONDISCRIMINATION

The CONSULTANT agrees not to discriminate against any client, employee or applicant for employment or for services because of race, creed, color, national origin, marital status, sex, age or handicap except for a bona fide occupational qualification with regard to, but not limited to the following: employment upgrading, demotion or transfer, recruitment or any recruitment advertising, layoffs or terminations, rates of pay or other forms of compensation, selection for training, rendition of services. The CONSULTANT understands and agrees that if it violates this provision, this AGREEMENT may be terminated by the AGENCY and further that the CONSULTANT shall be barred from performing any services for the AGENCY now or in the future unless a showing is made satisfactory to the AGENCY that discriminatory practices have terminated and that recurrence of such action is unlikely.



During the performance of this AGREEMENT, the CONSULTANT, for itself, its assignees, and successors in interest agrees as follows:

- A. **COMPLIANCE WITH REGULATIONS:** The CONSULTANT shall comply with the Regulations relative to nondiscrimination in the same manner as in Federally-assisted programs of the Department of Transportation, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this AGREEMENT.
- B. **NONDISCRIMINATION:** The CONSULTANT, with regard to the work performed by it during the AGREEMENT, shall not discriminate on the grounds of race, creed, color, sex, age, marital status, national origin or handicap except for a bona fide occupational qualification in the selection and retention of subconsultants, including procurements of materials and leases of equipment. The CONSULTANT shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix II of the Regulations.
- C. **SOLICITATIONS FOR SUBCONSULTANTS, INCLUDING PROCUREMENTS OF MATERIALS AND EQUIPMENT:** In all solicitations either by competitive bidding or negotiation made by the CONSULTANT for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subconsultant or supplier shall be notified by the CONSULTANT of the CONSULTANT's obligations under this AGREEMENT and the Regulations relative to nondiscrimination on the grounds of race, creed, color, sex, age, marital status, national origin and handicap.
- D. **INFORMATION AND REPORTS:** The CONSULTANT shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the AGENCY or TIB to be pertinent to ascertain compliance with such Regulations or directives. Where any information required of the CONSULTANT is in the exclusive possession of another who fails or refuses to furnish this information the CONSULTANT shall so certify to the AGENCY, or the TIB as appropriate, and shall set forth what efforts it has made to obtain the information.
- E. **SANCTIONS FOR NONCOMPLIANCE:** In the event of the CONSULTANT's noncompliance with the nondiscrimination provisions of this AGREEMENT, the AGENCY shall impose such sanctions as it or the Transportation Improvement Board may determine to be appropriate, including, but not limited to:
 1. Withholding of payments to the CONSULTANT under the AGREEMENT until the CONSULTANT complies, and/or
 2. Cancellation, termination or suspension of the AGREEMENT, in whole or in part.
- F. **INCORPORATION OF PROVISIONS:** The CONSULTANT shall include the provisions of paragraphs (A) through (G) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The CONSULTANT shall take such action with respect to any subconsultant or procurement as the AGENCY or the Transportation Improvement Board may direct as a means of enforcing such provisions including sanctions for noncompliance; provided, however, that, in the event a CONSULTANT becomes involved in, or is threatened with, litigation with a subconsultant or supplier as a result of such direction, the CONSULTANT may request the AGENCY to enter into such litigation to protect the interests of the AGENCY, and in addition, the CONSULTANT may request the TIB to enter into such litigation to protect the interests of the TIB.

- G. **UNFAIR EMPLOYMENT PRACTICES:** The CONSULTANT shall comply with RCW 49.60.180 prohibiting unfair employment practices and the Executive Orders numbered E.O.70-01 and E.O.66-03 of the Governor of the State of Washington.

IX TERMINATION OF AGREEMENT

The right is reserved by the AGENCY to terminate this AGREEMENT at any time upon ten days written notice to the CONSULTANT.

In the event this AGREEMENT is terminated by the AGENCY other than for fault on the part of the CONSULTANT, a final payment shall be made to the CONSULTANT as shown in Exhibit F for the type of AGREEMENT used.

No payment shall be made for any work completed after ten days following receipt by the CONSULTANT of the Notice of Termination. If the accumulated payment made to the CONSULTANT prior to Notice of Termination exceeds the total amount that would be due computed as set forth herein above, then no final payment shall be due and the CONSULTANT shall immediately reimburse the AGENCY for any excess paid.

In the event the services of the CONSULTANT are terminated by the AGENCY for fault on the part of the CONSULTANT, the above formula for payment shall not apply. In such an event, the amount to be paid shall be determined by the AGENCY with consideration given to the actual costs incurred by the CONSULTANT in performing the work to the date of termination, the amount of work originally required which was satisfactorily completed to date of termination, whether that work is in a form or a type which is usable to the AGENCY at the time of termination; the cost to the AGENCY of employing another firm to complete the work required and the time which maybe required to do so, and other factors which affect the value to the AGENCY of the work performed at the time of termination. Under no circumstances shall payment made under this subsection exceed the amount which would have been made using the formula set forth in the previous paragraph.

If it is determined for any reason that the CONSULTANT was not in default or that the CONSULTANT's failure to perform is without it or its employees fault or negligence, the termination shall be deemed to be a termination for the convenience of the AGENCY in accordance with the provision of this AGREEMENT.

In the event of the death of any member, partner or officer of the CONSULTANT or any of its supervisory personnel assigned to the project, or, dissolution of the partnership, termination of the corporation, or disaffiliation of the principally involved employee, the surviving members of the CONSULTANT hereby agree to complete the work under the terms of this AGREEMENT, if requested to do so by the AGENCY. The subsection shall not be a bar to renegotiation of the AGREEMENT between the surviving members of the CONSULTANT and the AGENCY, if the AGENCY so chooses.

In the event of the death of any of the parties listed in the previous paragraph, should the surviving members of the CONSULTANT, with the AGENCY's concurrence, desire to terminate this AGREEMENT, payment shall be made as set forth in the second paragraph of this section.

In the event this AGREEMENT is terminated prior to completion, the original copies of all reports and other data, PS&E materials furnished to the CONSULTANT by the AGENCY and documents prepared by the CONSULTANT prior to said termination, shall become and remain the property of the AGENCY and may be used by it without restriction. Such unrestricted use, not occurring as a part of this PROJECT, shall be without liability or legal exposure to the CONSULTANT.

Payment for any part of the work by the AGENCY shall not constitute a waiver by the AGENCY of any remedies of any type it may have against the



CONSULTANT for any breach of this AGREEMENT by the CONSULTANT, or for failure of the CONSULTANT to perform work required of it by the AGENCY. Forbearance of any rights under the AGREEMENT will not constitute waiver of entitlement to exercise those rights with respect to any future act or omission by the CONSULTANT.

X CHANGES OF WORK

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

XI DISPUTES

Any dispute concerning questions of fact in connection with the work not disposed of by AGREEMENT between the CONSULTANT and the AGENCY shall be referred for determination to the Director of Public Works or AGENCY Engineer, whose decision in the matter shall be final and binding on the parties of this AGREEMENT, provided however, that if an action is brought challenging the Director of Public Works or AGENCY Engineer's decision, that decision shall be subject to the scope of judicial review provided under Washington Case Law.

XII VENUE, APPLICABLE LAW AND PERSONAL JURISDICTION

In the event that either party deems it necessary to institute legal action or proceedings to enforce any right or obligation under this AGREEMENT, the parties hereto agree that any such action shall be initiated in the Superior Court of the State of Washington, situated in the county the AGENCY is located in. The parties hereto agree that all questions shall be resolved by application of Washington law and that the parties to such action shall have the right of appeal from such decisions of the Superior court in accordance with the laws of the State of Washington. The CONSULTANT hereby consents to the personal jurisdiction of the Superior Court of the State of Washington, situated in the county the AGENCY is located in.

XIII LEGAL RELATIONS AND INSURANCE

The CONSULTANT shall comply with all Federal, State, and local laws and ordinances applicable to the work to be done under this AGREEMENT. This AGREEMENT shall be interpreted and construed in accord with the laws of Washington.

The CONSULTANT shall indemnify and hold the AGENCY and the STATE of Washington, and their officers and employees harmless from and shall process and defend at its own expense all claims, demands, or suits at law or equity arising in whole or in part from the CONSULTANT's negligence or breach of any of its obligations under this AGREEMENT; provided that nothing herein shall require a CONSULTANT to indemnify the AGENCY and the STATE against and hold harmless the AGENCY and the STATE from claims, demands or suits based solely upon the conduct of the AGENCY and the STATE, their agents, officers and employees and provided further that if the claims or suits are caused by or result from the concurrent negligence of (a) the CONSULTANT's agents or employees and (b) the AGENCY and the STATE, their agents, officers and employees, this indemnity provision with respect to (1) claims or suits based upon such negligence, (2) the costs to the AGENCY and the STATE of defending such claims and suits, etc. shall be valid and enforceable only to the extent of the CONSULTANT's negligence or the negligence of the CONSULTANT's agents or employees.

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

The CONSULTANT specifically assumes potential liability for actions brought by the CONSULTANT's own employees against the AGENCY and, solely for the purpose of this indemnification and defense, the CONSULTANT specifically waives any immunity under the state industrial insurance law, Title 51 RCW. The CONSULTANT recognizes that this waiver was specifically entered into pursuant to the provisions of RCW 4.24.115 and was the subject of mutual negotiation.

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

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

Insurance Coverage

A. Worker's compensation and employer's liability insurance as required by the STATE.

B. General commercial liability insurance in an amount not less than a single limit of one million and 00/100 Dollars (\$1,000,000.00) for bodily injury, including death and property damage per occurrence.

Excepting the Worker's Compensation insurance and any professional liability insurance secured by the CONSULTANT, the AGENCY will be named on all certificates of insurance as an additional insured. The CONSULTANT shall furnish the AGENCY with verification of insurance and endorsements required by this AGREEMENT. The AGENCY reserves the right to require complete, certified copies of all required insurance policies at any time.

All insurance shall be obtained from an insurance company authorized to do business in the State of Washington. The CONSULTANT shall submit a verification of insurance as outlined above within 14 days of the execution of this AGREEMENT to the AGENCY. No cancellation of the foregoing policies shall be effective without thirty (30) days prior notice to the AGENCY.

The CONSULTANT's professional liability to the AGENCY shall be limited to the amount payable under this AGREEMENT or one million dollars, whichever is the greater unless modified by Exhibit H. In no case shall the CONSULTANT's professional liability to third parties be limited in any way.

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

XIV EXTRA WORK

- A. The AGENCY may at any time, by written order, make changes within the general scope of the AGREEMENT in the services to be performed.
- B. If any such change causes an increase or decrease in the estimated cost of, or the time required for, performance of any part of the work under this AGREEMENT, whether or not changed by the order, or otherwise affects any other terms and conditions of the AGREEMENT, the AGENCY shall make an equitable adjustment in the (1) maximum amount payable; (2) delivery or completion schedule, or both; and (3) other affected terms and shall modify the AGREEMENT accordingly.



- C. The CONSULTANT must submit any proposal for adjustment (hereafter referred to as proposal) under this clause within 30 days from the date of receipt of the written order. However, if the AGENCY decides that the facts justify it, the AGENCY may receive and act upon a proposal submitted before final payment of the AGREEMENT.
- D. Failure to agree to any adjustment shall be a dispute under the disputes clause. However nothing in this clause shall excuse the CONSULTANT from proceeding with the AGREEMENT as changed.
- E. Notwithstanding the terms and condition of paragraphs (a) and (b) above, the maximum amount payable for this AGREEMENT, shall not be increased or considered to be increased except by specific written supplement to this AGREEMENT.

**XV
ENDORSEMENT OF PLANS**

The CONSULTANT shall place his endorsement on all plans, estimates or any other engineering data furnished by him.

**XVI
TIB AND AGENCY REVIEW**

The AGENCY and TIB shall have the right to participate in the review or examination of the work in progress.

**XVII
CERTIFICATION OF THE
CONSULTANT AND THE AGENCY**

Attached hereto as Exhibit A-1, are the Certifications of the Consultant and the Agency.

**XVIII
COMPLETE AGREEMENT**

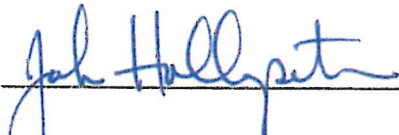
This document and referenced attachments contains all covenants, stipulations and provisions agreed upon by the parties. No agent, or representative of either party has authority to make, and the parties shall not be bound by or be liable for, any statement, representation, promise or agreement not set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

**XIX
EXECUTION AND ACCEPTANCE**

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

In witness whereof the parties hereto have executed this AGREEMENT as of the day and year first above written.

By



Consultant Anderson Perry & Associates, Inc.

By

Agency

City of Dayton, Washington



EXHIBIT A-1
Certification of Consultant

Project No. 6-E-924(007)-1	AGENCY City of Dayton, Washington
--------------------------------------	---

I hereby certify that I am **Jake Hollopeter** a duly authorized representative of the firm of **Anderson Perry & Associates, Inc.** whose address is **214 East Birch Street / P.O. Box 1687, Walla Walla, WA 99362** and that neither I nor the above firm I here represent has:

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

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

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

7-6-22
Date

Jake Hollopeter
Signature

Certification of Agency Official

I hereby certify that I am the AGENCY Official of the **City of Dayton, Washington** and that the above consulting firm or his/her representative has not been required, directly or indirectly as an express or implied condition in connection with obtaining or carrying out this contract to:

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

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

Date

Signature



EXHIBIT B-1 Scope of Work

Project No.

6-E-924(007)-1

Describe the Scope of Work

The work consists of the design and preparation of construction bidding documents for the reconstruction of North 3rd Street from Dayton Avenue to Main Street. The entire project is located within the city limits of the City of Dayton, Washington.

The CONSULTANT will provide plans, specifications, engineer's estimate, and complete bid documents necessary for project construction. The CONSULTANT will also assist the AGENCY with environmental documents if required for the project.

The work will include the following:

- Coordinate a project development schedule with the AGENCY and deliver all products within the mutually developed schedule.
- Conduct field surveys and prepare a design survey base map.
- Communicate with adjacent property owners and attend an informational meeting.
- Perform geotechnical investigations as needed for determining the subgrade condition and groundwater levels for subsurface stormwater disposal. The AGENCY will excavate and backfill the test pits.
- If necessary, prepare for and attend up to two AGENCY Council meetings for the project.
- Design roadway improvements including curb and gutters, sidewalks, Americans with Disabilities (ADA) compliant pedestrian ramps, storm drainage systems, upgrade the existing railroad crossing to meet ADA requirements, and other related facilities included in the TIB funding application.
- Design water and sewer improvements including water and sewer mains, water valves, fire hydrants, manholes, and water and sewer services. These project elements will be AGENCY funded.
- Complete an EZ1 form to initiate consultation and prepare a Cultural Resources Report and an Inadvertent Discovery Plan (if required) for approval by the Washington State Department of Archaeology and Historic Preservation.
- Prepare State Environmental Policy Act (SEPA) documentation for AGENCY review.
- Prepare an abbreviated Stormwater Pre-Design Report presenting the concepts for the proposed stormwater improvements.
- Coordinate with the Washington State Department of Ecology to prepare a Construction Stormwater General Permit application. CONSULTANT will prepare a Notice of Intent application for AGENCY signature and submittal. CONSULTANT will also prepare a Temporary Erosion and Sediment Control Plan that the Contractor may use in their Stormwater Pollution Prevention Plan for the construction site.
- CONSULTANT will assist the AGENCY through the bidding process including advertising the project, attending a pre-bid meeting, answering questions, preparing addendums, and opening and reviewing the bids.

Design features will include:

- The roadway will be designed to the Standards as listed in the TIB application and Washington State Department of Transportation Local Agency Guidelines.
- Design speed will be 25 miles per hour.
- Curb to curb widths will be modified per Figures 1-4 (attached).
- Permanent signage and pavement markings will be installed.
- New sidewalks will be installed as described in the TIB funding application.
- New storm drainage systems including catch basins, pipes, and disposal systems shall be installed as applicable.
- Landscape restoration and improvements will be installed throughout the project.
- New water and sewer mains, water valves, fire hydrants, manholes, and water and sewer service lines will be installed as part of the project. The design and construction will be paid for separately by the AGENCY.



Describe the Scope of Work (cont.)

Assumptions:

- Since there is no in-stream work, a Joint Aquatic Resources Permit Application should not be needed. Therefore, assistance is not included for this item.
- It is anticipated that all work will take place within the existing right-of-way. No effort is included to assist with the acquisition or documentation of the right-of-way.
- The AGENCY, at their option, may supplement this Agreement to include construction administration services.

Documents to be Furnished by the CONSULTANT

1. Up to two sets of preliminary design plans of approximately 30 and 90 percent completion stages for review.
2. Storm Drainage Report that may be incorporated into the Drawings.
3. Two sets of bidding documents with engineer's estimate for final review and authorization to advertise for bids. One set each for the AGENCY and TIB.
4. Up to five sets of final bidding documents and an engineer's estimate for the AGENCY's use.
5. Quest CDN will be utilized for the bidding process.

The AGENCY, at their option, may supplement this Agreement to include construction administration services.



EXHIBIT C-1

Payment

(Lump Sum)

A. Lump Sum Agreement

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

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

B. Monthly Progress Payments

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

C. Final Payment

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

D. Inspection of Cost Records

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



Exhibit D-1(A)
TIB ELIGIBLE COSTS
Consultant Fee Determination Summary Sheet
(Lump Sum, Cost Plus Fixed Fee, Cost per Unit of Work)

Project: North 3rd Street Reconstruction
Prepared By: Adam Schmidtgal, PE
Date: July 5, 2022

DESIGN ENGINEERING

Anticipated Staff Classification	Estimated Work Hours		Rate		Cost
Senior Natural Resources Technician III	50	x	\$125		\$6,250
Senior CAD Technician III	120	x	\$125	=	\$15,000
Staff Archaeologist II	40	x	\$80	=	\$3,200
Senior Archaeologist II	60	x	\$125	=	\$7,500
Engineering Technician IV	240	x	\$120	=	\$28,800
Senior Engineer VII	25	x	\$210	=	\$5,250
Senior Engineer III	60	x	\$185	=	\$11,100
Senior Engineer II	160	x	\$180	=	\$28,800
Senior Engineer I	55	x	\$175	=	\$9,625
Survey Technician II	40	x	\$85	=	\$3,400
Survey Crew Chief II	40	x	\$100	=	\$4,000
Professional Land Surveyor IV	30	x	\$175	=	\$5,250
			Subtotal	=	\$128,175
			Reimbursables (mileage, robotic survey station, etc.)	=	\$1,825
			Estimated Design Engineering Total	=	\$130,000
			LUMP SUM FEE	=	\$130,000



Exhibit D-1(B)
NON-ELIGIBLE COSTS
Consultant Fee Determination Summary Sheet
(Lump Sum, Cost Plus Fixed Fee, Cost per Unit of Work)

Project: North 3rd Street Water and Sewer Main Reconstruction
Prepared By: Adam Schmidtgal, PE
Date: July 5, 2022

DESIGN ENGINEERING

Anticipated Staff Classification	Estimated Work Hours		Rate		Cost
Senior CAD Technician III	60	x	\$125	=	\$7,500
Senior Engineer VII	8	x	\$210	=	\$1,680
Senior Engineer III	60	x	\$185	=	\$11,100
Senior Engineer II	100	x	\$180	=	\$18,000
Engineering Technician IV	150	x	\$120	=	\$18,000
Survey Technician II	10	x	\$85	=	\$850
Survey Crew Chief II	10	x	\$100	=	\$1,000
Professional Land Surveyor IV	8	x	\$175	=	\$1,400
Subtotal					= \$59,530
Reimbursables (mileage, robotic survey station, etc.)					= \$470
Estimated Design Engineering Total					= \$60,000
LUMP SUM FEE					= <u>\$60,000</u>

EXHIBIT F-1
Payment Upon Termination of Agreement
by the Agency Other than for Fault of the Consultant
(Refer to Agreement, Section IX)

Lump Sum Contracts

A final payment shall be made to the CONSULTANT which when added to any payments previously made shall total the same percentage of the Lump Sum Amount as the work completed at the time of termination is to the total work required for the PROJECT. In addition, the CONSULTANT shall be paid for any authorized extra work completed.

Cost Plus Fixed Fee Contracts

A final payment shall be made to the CONSULTANT which when added to any payments previously made, shall total the actual costs plus the same percentage of the fixed fee as the work completed at the time of termination is to the total work required for the PROJECT. In addition, the CONSULTANT shall be paid for any authorized extra work completed.

Specific Rates of Pay Contracts

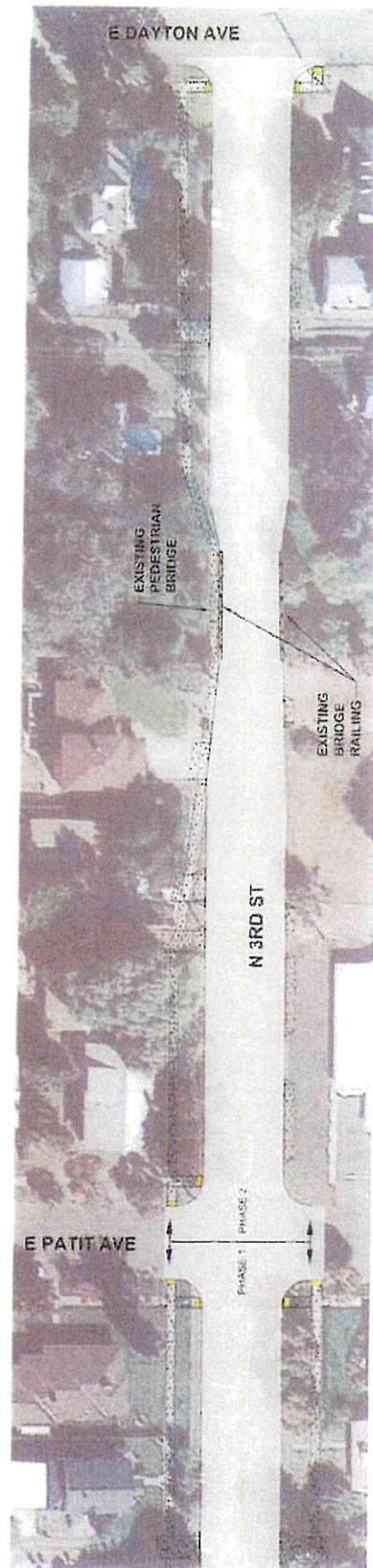
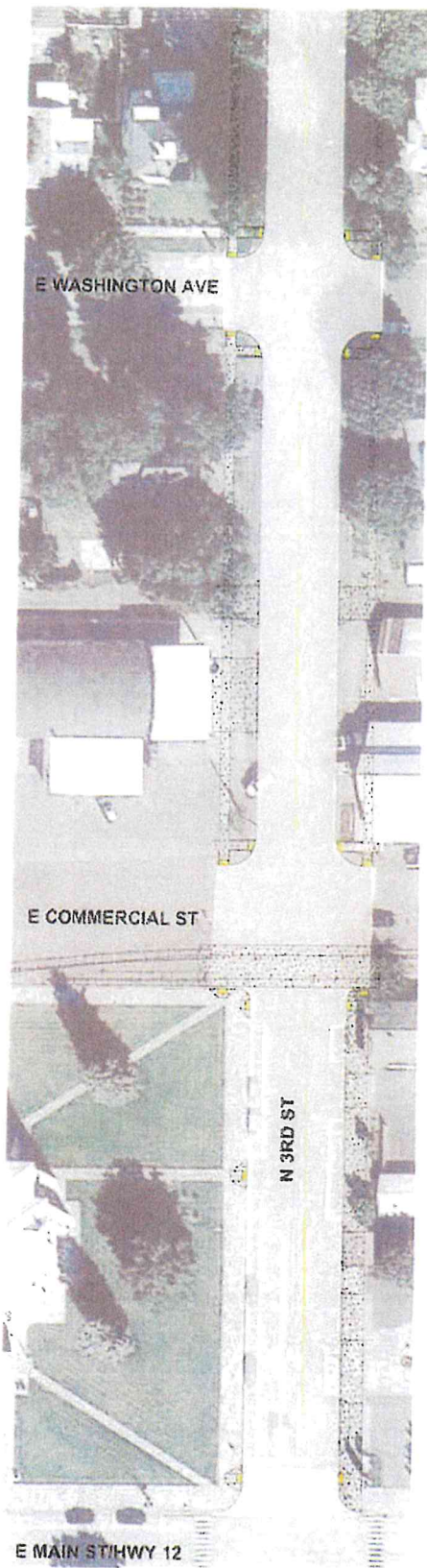
A final payment shall be made to the CONSULTANT for actual hours charged at the time of termination of this AGREEMENT plus and direct nonsalary costs incurred at the time of termination of this AGREEMENT.

Cost Per Unit of Work Contracts

A final payment shall be made to the CONSULTANT for actual units of work completed at the time of termination of this AGREEMENT.

EXHIBIT G-1
Subcontracted Work

The AGENCY permits subcontracts for the following portions of the work of this AGREEMENT: Not Applicable



LEGEND

CONCRETE

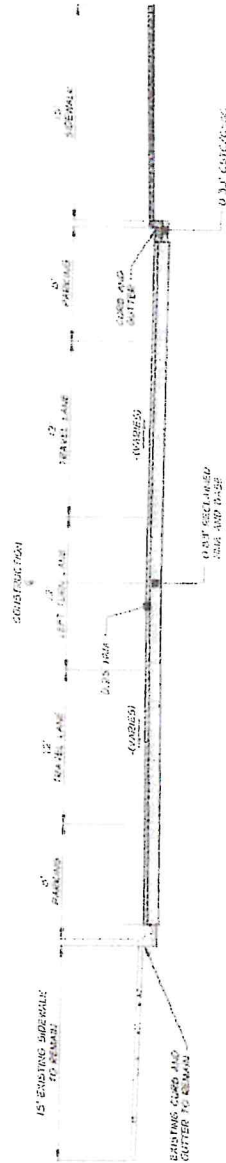
EXISTING CONCRETE

NEW ASPHALT PAVEMENT





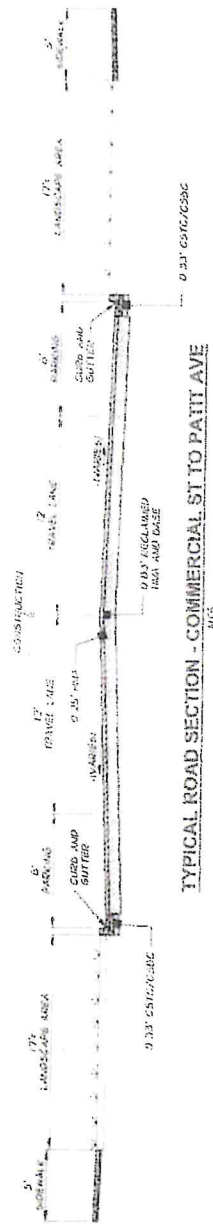
EXISTING ROAD SECTION - MAIN ST TO COMMERCIAL ST
N/S




TYPICAL ROAD SECTION - MAIN ST TO COMMERCIAL ST
N/S



EXISTING ROAD SECTION - COMMERCIAL ST TO PATIT AVE



TYPICAL ROAD SECTION - COMMERCIAL ST TO PATIT AVE

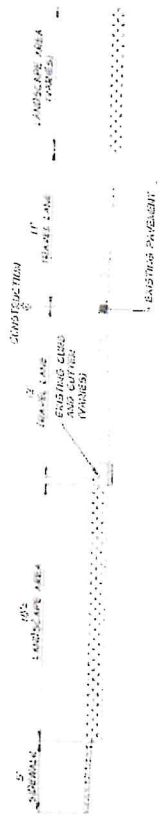


Anderson
Perry
Associates, Inc.

CITY OF DAYTON, WASHINGTON
NORTH 3RD STREET RECONSTRUCTION PROJECT

**TYPICAL STREET SECTION -
COMMERCIAL ST TO PATIT AVE**

FIGURE
3



EXISTING ROAD SECTION - PATIT AVE TO DAYTON AVE
1/4\"/>



PROPOSED ROAD SECTION - PATIT AVE TO DAYTON AVE
1/4\"/>