



DAYTON CITY COUNCIL
REGULAR MEETING
111 S. 1st St
HYBRID MEETING - In Person & Zoom

June 14 2022
6:00 p.m.

PRELIMINARY AGENDA

A. Call to order

1. Roll call

B. Approval of agenda

1. ACTION: Consider authorizing 6/14/2022 City Council Agenda as presented

C. Public Comment

D. Interim – Columbia County Emergency Management Director

E. Sheriff Joe Helm – Columbia County Sheriff's Office

F. Consent Agenda - Action

1. Approval of May 10, 2022 Regular Council Meeting Minutes.
2. Approval of Claims Voucher Warrants as audited by the Finance Committee in the amount of = \$ Will add before Tuesday
Voucher #'s
3. Approval of Payroll Voucher Warrants for MAY 2022 = **\$ 90,403.66**
Voucher #'s 54156-54168, 54170 , 54171, 54178 - 54201

G. Items for Council Consideration/Action

1. **Recommended Action** – Consider Authorizing the Mayor to give Permission to Columbia County Sheriff's Office to use the City Park for National Night out Tuesday August 2nd 2022 time will be 5:00 p.m. - 8:00 P.M.
2. **Recommended Action** - Consider Authorizing **Resolution # 1491** – Authorizing the Mayor to Award THE TIMES as the Official Newspaper of Record, for the term of June 14, 2022 – June 13, 2023.
3. **Recommended Action** - Consider Authorizing the Mayor to Approve an Administrative Policy for The City of Dayton for use of Social Media for promoting city events and information.
4. **Recommended Action** - Consider Authorizing **Resolution # 1492** – Authorizing the Mayor to Execute an Agreement for GIS Services Task Order 2022-01 with Anderson Perry & Associates, Inc , for High Accuracy Water System Inventory work .
5. **Recommended Action** – Consider Authorizing **Resolution #1493** Authorizing the Mayor to Approve Juneteenth (June 19th) as an additional paid holiday for all full time City of Dayton Staff.
6. **Recommended Action** – Consider Authorizing **Resolution # 1494** Authorizing the Mayor

to Award Nelson Construction Corp. as low bidder on the Wastewater Treatment Plant Outfall Repairs -FEMA Project .

7. **Recommended Action** – Consider Authorizing **Resolution #1495** – Authorizing the Mayor to execute a Professional Service Agreement with Anderson Perry & Associates for General on call Engineering Services , Architectural and General Land Surveying Services

H. Standing Committee Reports/Comments

I. Department Reports

J. Unfinished Business

1. Department of Ecology response letter – We need to have a response within 30 days (before June 31, 2022) of what our plan is now to continue to move forward on the WWTP Upgrade Project .

K. New Business

L. Final Public Comment

M. Adjournment

- *Next City Council meeting is scheduled for 7/12/2022*

City of Dayton is inviting you to a scheduled Zoom meeting.

Topic: Dayton Regular City Council Meeting

Time: June 14 th @ 6:00 pm – VIA ZOOM

Join Zoom Meeting

<https://us02web.zoom.us/j/3561226503>

Meeting ID: 356 122 6503

One tap mobile

+12532158782,,3561226503# US (Tacoma)

DAYTON CITY COUNCIL MINUTES

Regular Meeting

Tuesday May 10, 2022

HYBRID MEETING

ZOOM AND IN-PERSON MEETING

Dayton, Washington 99328

CALL TO ORDER:

A. Call to order

Mayor Weatherford calls the meeting to order at approximately 6:00 p.m.

Roll Call: Present: Councilmembers: Teeny McMunn, Dain Nysoe, Misty Yost, Tiger Dieu, Kyle Anderson. Call in via Zoom: Laura Aukerman

Staff: Debra Hays -City Clerk Treasurer, Ryan Paulson - Public Works Director

B. Approval of agenda

1. ACTION: Consider authorizing 5/10/2022 City Council Agenda as presented:

Nysoe makes a motion authorize 5/10/2022 City Council Agenda as presented; he also motions in reference to item 2 of the Consent Agenda that the voucher be approved once approved by the finance Committee; Yost seconds the motion. Agenda approved, unanimously.

C. Public Comment

No Public Comment.

- D. **Ashley Strickland** – *Sheriff Helm will be covering for Strickland. Helm informs Council that Ashley Strickland Emergency manager has resigned.*

- E. **Sheriff Joe Helm** – *Sheriff Helm updates the Council on the number of calls in the City, County and Waitsburg areas, as well as the number of cases filed with the Columbia County Prosecutors office. Helm also updates on hiring, training and certification of new deputies. Sheriff Helm invites Council members to tour the Sheriff's office and dispatch to see the process and procedures used by law enforcement in Columbia County. Mayor Weatherford explains the significance of the data that Sheriff Helm provides to the council in regard to the number of Fire, Ambulance, and Law Enforcement calls within the City and County.*

F. Consent Agenda - Action

1. Approval of April 12th, 2022, Regular City Council Meeting Minutes.
2. Approval of Claims Voucher Warrants as audited by the Finance Committee in the amount of \$113,009.77. *Voucher #5471, 54108 thru 54154*
3. Approval of Payroll Voucher Warrants for April 2022 \$82,031.62. *Voucher # 54072 thru 54107 Nysoe makes a motion to authorize Consent Agenda. McMunn seconds the motion. Motion carries unanimously.*

G. Items for Council Consideration/Action.

1. **Recommended Action** _ Consider Authorizing the Mayor to sign and annual membership contract with Municipal Research and Services Center of Washington. Purpose of the contract is to provide the City of Dayton with membership in MRSC Roster program (Small Works, Consultants and Vendors). Deb Hays City Clerk Treasurer gives a presentation on the services that are provided by MRSC. **Council discusses.** *Nysoe makes a motion to Consider Authorizing the Mayor to sign and annual membership contract with Municipal Research and Services Center of Washington. Purpose of the contract is to provide the City of Dayton with membership in MRSC Roster program (Small Works, Consultants and Vendors). McMunn seconds the motion. Motion carries unanimously.*
2. **Recommended Action** - Consider Authorizing the Mayor to sign a proclamation proclaiming May 2022 as Older Americans Month on behalf of Aging and Long-Term Care. **Council discusses.** *Nysoe Makes a motion to Consider Authorizing the Mayor to sign a proclamation proclaiming May 2022 as Older Americans Month on behalf of Aging and Long-Term Care. Yost seconds the motion. Motion carries unanimously.*
3. **Recommended Action** – Consider Approval of the Dayton Alumni Parade Route – Ryan Paulson Public works director discusses Alumni Parade Route with council. **Council discusses.**

Yost Makes a motion to Consider Approval of the Dayton Alumni Parade Route. Dieu seconds the motion. Motion carries unanimously.

4. **Interviews for the vacant City Council position #5** – Mayor interviews applicants for Councils consideration.

H. Adjourn for Executive Session - Council adjourns to executive session at 6:33 PM

I. Resume Regular Meeting – Regular meeting resumes at 6:52 PM

Aukerman makes a motion to appoint Shannon McMillen to the vacant City Council position #5. Anderson seconds the motion. Motion passes 4 to 2 with Aukerman, Anderson, Yost, Dieu voting for and Nysoe and McMunn voting against.

J. Mayor Report/Comments – Mayor Weatherford reports on donations from Booker Cemetery Trust in the amount of \$8012.07 to be used for maintenance and upkeep of Plot #23 of the City Cemetery. The second donation is from C. M. Bishop Family Fund in the amount of \$2000.00 for support of the City of Dayton Cemetery. Mayor Weatherford updates council on the monthly meeting in regard to the Wastewater Treatment Plant. He also reminds council of upcoming elections.

K. Standing Committee Reports/Comments

Public Safety – *Anderson- Anderson reports on the filling in of the Dayton swimming pool with dirt.*

Public Works -*Aukerman – No report.*

Finance Committee -*Nysoe – No report.*

Parks and Recreation Planning and community development – *Yost. Working on updates to the park and recreation plan. Possibly moving the skate park and working with Friends of the Pool in regard to considering forming a Parks and Recreation District.*

Planning and Community Development – *McMunn – No report.*

Human Resources – *Dieu – No report.*

Transportation – *Not available. No report.*

Chamber –*Teeny McMunn*

L. Department Reports

Commissioners / Flood Control District – *Not available. No report*

Public Works Director – *Ryan Paulson –Paulson reports on bids received for the 3rd St overlay and sewer project. The bid came in higher than projected due to increasing cost of supplies. The bid was rejected. The project will need to be revised. Paulson also reports on working with Emergency Management on the cities part of the Hazard Mitigation.*

City Clerk Treasurer - *Debra Hays –Some of the report was not audible. Hays reported on questions from the City Council Wastewater Treatment Plant Workshop regarding insurance, on land purchases, buildings and flood insurance. Mayor Weatherford also addresses councils' questions from the workshop.*

M. Unfinished Business –

1. **Consider Authorizing Resolution #1489-A** – Authorizing the Mayor to enter into a Final Purchase Agreement with landowners, Bryan Martin and Pat & Rhonda Barker (Barker Family Farms) **Mayor**
Weatherford discusses new developments, pricing and financing on the purchase of the said properties. Council discusses. Nysoe makes a motion to Authorizing the Mayor to enter into a Final Purchase Agreement with landowners, Bryan Martin and Pat & Rhonda Barker (Barker Family Farms) Yost seconds the motion. Council continues to discuss.

Motion fails 3 to 3. With Nysoe, Yost, McMunn for and Anderson, Dieu, Aukerman against.

New Business – Council discusses other land option in regard to the Wastewater Treatment Plant.

N. Final Public Comment – Dave Schreck of 309 S. 3rd St. ask, “What now Brown Cow?”

Mike Paris of 411 E Pearson St. comments regarding the wastewater treatment plant project and the

timeline of extension before the city will be fined.

Mayor Weatherford thanks Rob John for his service to the City of Dayton and congratulates him on his retirement. The Mayor and Deb Hays present Rob John with a plaque and gifts from the City Crew.

O. Adjournment

With no further business to come before the Council, the meeting is adjourned at 7:46 pm.

*Yost makes a motion to Adjourn the City Council meeting of May 10th, 2022,
McMunn seconds the motion. Motion carries, unanimous.*

Next regular City Council meeting is scheduled for 6/14/2022.

City of Dayton

By: Zac Weatherford

Attested:

Approved:

Date

Deb Hays, City Clerk Treasurer

Register

Payroll - May

Number	Name	Fiscal Description	Cleared	Amount
54156	Alzauer, Timothy A	2022 - May - May - 10		\$891.44
54157	Fletcher, Lloyd	2022 - May - May - 10		\$1,687.49
54158	Hays, Debra M.	2022 - May - May - 10		\$2,368.83
54159	John, Rob	2022 - May - May - 10		\$2,216.65
54160	Lambert, Isaiah J	2022 - May - May - 10		\$1,450.11
54161	Moton, Donald G.	2022 - May - May - 10		\$1,566.74
54162	Paulson, Ryan A	2022 - May - May - 10		\$2,271.39
54163	Rodrick, Eric S.	2022 - May - May - 10		\$850.32
54164	Souza, Marcio	2022 - May - May - 10		\$1,484.97
54165	Strickland, Eddie L	2022 - May - May - 10		\$1,738.93
54166	Sweetwood, David	2022 - May - May - 10		\$1,426.58
54167	Walker, Alan J	2022 - May - May - 10		\$1,308.58
54168	Westergreen, Connie	2022 - May - May - 10		\$1,558.27
54170	Internal Revenue Service - U S Treasury	2022 - May - May - 10		\$7,175.96
54171	Washington State Support Registry	2022 - May - May - 10		\$94.00
54178	Alzauer, Timothy A	2022 - May - May - 31		\$1,005.33
54179	Aukerman, Laura U	2022 - May - May - 31		\$138.52
54180	Dieu, Tyler A.	2022 - May - May - 31		\$138.52
54181	Fletcher, Lloyd	2022 - May - May - 31		\$2,408.02
54182	Hays, Debra M.	2022 - May - May - 31		\$2,389.89
54183	John, Rob	2022 - May - May - 31		\$2,256.85
54184	Lambert, Isaiah J	2022 - May - May - 31		\$1,827.58
54185	McMunn, Eileen M	2022 - May - May - 31		\$138.52
54186	Moton, Donald G.	2022 - May - May - 31		\$2,262.42
54187	Nysoe, Dain	2022 - May - May - 31		\$138.52
54188	Paulson, Ryan A	2022 - May - May - 31		\$2,342.94
54189	Rodrick, Eric S.	2022 - May - May - 31		\$890.19
54190	Souza, Marcio	2022 - May - May - 31		\$1,850.48
54191	Strickland, Eddie L	2022 - May - May - 31		\$2,724.48
54192	Sweetwood, David	2022 - May - May - 31		\$2,133.11
54193	Walker, Alan J	2022 - May - May - 31		\$1,814.80
54194	Weatherford, Zachary M	2022 - May - May - 31		\$859.80
54195	Westergreen, Connie	2022 - May - May - 31		\$1,781.12
54196	AFLAC Remittance Processing	2022 - May - May - 31		\$348.05
54197	AWC EMPLOYEE BENEFIT TRUST - PAYROLL	2022 - May - May - 31		\$14,157.57
54198	Dept of Retirement Systems	2022 - May - May - 31		\$10,074.84
54199	Internal Revenue Service - U S Treasury	2022 - May - May - 31		\$9,460.40
54200	Washington State Support Registry	2022 - May - May - 31		\$94.00

Number	Name	Fiscal Description	Cleared	Amount
54201	WSCCCE	2022 - May - May - 31		\$1,077.45
				\$90,403.66

COLUMBIA COUNTY SHERIFF'S OFFICE

**341 EAST MAIN STREET STE 1
DAYTON, WASHINGTON 99328**

**JOSEPH A. HELM
SHERIFF**

**(509) 382-1100 Business
(509) 382-2518 Dispatch
(509) 382-4765 Fax**



CITY OF DAYTON

JUN 06 2022

REC'D BY

June 3RD, 2022

The Honorable Zac Weatherford, Mayor
City of Dayton
111 South 1st Street
Dayton, WA 99328

Dear Mayor Weatherford:

The purpose of this letter is to ask the City of Dayton for permission to use the Dayton City Park to hold National Night Out again this year. The event is scheduled for Tuesday evening, August 2nd, between 5 p.m. and 8 p.m. This will be the 14th year that Columbia County has participated in National Night Out, and it just keeps getting bigger and bigger.

As in years past, we will be applying for a street blocking permit, and will be coordinating with Ryan Paulson and the Dayton Public Works Department in relation to the use of the park. The Sheriff's Office will be responsible for clean up the day after the event.

Should you have any questions, please feel free to contact me.

Respectfully

Joseph A. Helm
Sheriff
Columbia County

By

A handwritten signature in cursive script that reads "Tim Quigg".

Tim Quigg
Civil Deputy

RESOLUTION NO. 1491

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DAYTON, COLUMBIA COUNTY, WASHINGTON DESIGNATING THE TIMES AS THE CITY'S OFFICIAL NEWSPAPER OF RECORD FOR THE TERM JUNE 14, 2022 THROUGH JUNE 13, 2023 AS REQUIRED BY LAW OF ORDINANCES AND OFFICIAL NOTICES.

WHEREAS, the City of Dayton ("City") is required by Chapter 65.16 RCW to designate its official newspaper for publication of ordinances and other legal notices as required by law to be published; and

WHEREAS, the City is required by RCW 35A.40.210 to advertise for bids for legal publication services on an annual basis; and

WHEREAS, the City issued an Advertisement for Bids for Official Newspaper Services for 2022 – 2023 on May 5th, 2022; and

WHEREAS, the City received two bid(s), Dayton Chronicle and The Times; and

WHEREAS, in awarding the official newspaper services, the City Council shall let the contract to the lowest, responsible bidder as required by RCW 35.23.352; and,

WHEREAS, upon review of the bids in conjunction with the bid and submittal requirements as stated within the Advertisement for Bids for Official Newspaper Service for 2022-2023 issued May 5th, 2022 it has been determined that The Times is the lowest, responsible bidder.

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

SECTION 1: That the Mayor is hereby authorized to execute on behalf of the City of Dayton an Agreement for Official Newspaper of Record Services with The Times, in the form attached hereto as "Attachment A".

SECTION 2: That the Mayor or designee, is hereby authorized to implement such administrative procedures as may be necessary to carry out the directions of this legislation.

SECTION 3: That this resolution shall take effect and be in full force upon passage and signatures hereon.

ADOPTED by the City Council of the City of Dayton, Washington on this ___14th_ day of June, 2022.

CITY OF DAYTON

City of Dayton

Zac Weatherford, Mayor

Attested/Authenticated by:

Debra M Hays, City Clerk Treasurer

Approved as to form:

Quinn Plant, City Attorney

LEGAL NOTICE
CITY OF DAYTON, WA
Advertisement for Bids
Official Newspaper Services for 2022 -2023

By this notice, the City of Dayton, Columbia County, WA is soliciting qualified newspapers to serve as the City's official newspaper.

Bid Requirements:

- 1) Must meet all qualifications defined by RCW 65.16.020 and provide adequate documentation as such.
- 2) Must be able to provide one original affidavit of publication for each legal publication submitted by the City. Affidavit must be in accordance with provisions of Chapter 65.16 RCW.
- 3) Rates for legal notices shall be in conformance with RCW 65.16.091.

Contract Period:

The bid rates *may not* be changed from date of bid submission deadline (May 26, 2022), and shall apply for a period of one (1) year beginning June 14, 2022 through June 13, 2023.

Submittal Requirements:

- 1) Submit bid with proposed cost for legal notice publication per 100 words in newspaper's standard format for the first insertion and cost of publication per 100 words for any subsequent publication Include cost for providing certified affidavit of publication.
- 2) Include statement of qualifying circulation, and statement of intent to comply with all bid requirements.
- 3) Submit proposals by 3:00 p.m. PST, Thursday May 26, 2022 to the City of Dayton, 111 S. 1st Street, Dayton, WA 99328 in a sealed envelope. Envelope must clearly express, "City of Dayton, WA, Advertisement for Bids, 2022 – 2023 Official Newspaper Services".
- 4) Facsimile and email copies will not be accepted.

Award Criteria:

To be eligible for award, all bidders' publications shall meet all requirements of Chapter 65.16 RCW and the bid and submittal requirements as stated in this Advertisement for Bids.

The City reserves the right to reject any and all bids and to waive minor irregularities in the bidding process.

The City is only authorized to award a contract to the lowest responsible bidder (RCW 35.23.352).

Dated this 3rd day of May, 2022.

City of Dayton by:

Debra M Hays, City Clerk Treasurer

Published: *The Times*, May 5th, 2022



RE: Advertising Bids Official Newspaper Services for 2022-2023

May 25, 2022

Ms. Deb Hays
City of Dayton
111 S. 1st Street
Dayton, WA 99328

Dear Ms. Hays:

The Times is submitting a bid in response to your Call for Bids published May 5, 2022, to serve as the City's official newspaper to publish legal notices for the City of Dayton from June 14, 2022, through June 13, 2023.

We propose to publish City of Dayton legal notices in *The Times* for \$7.00 per column inch during this contract period. This rate applies to both single and subsequent insertions.

There is no additional charge for providing a notarized affidavit of publication.

The Times intends to fully comply with all the bid requirements laid out in the Call for Bids and will meet all qualifications defined by RCW 65.16.020.

A 100-word legal notice in *The Times* runs approximately three inches and will cost \$21 per run. Notarized affidavits are mailed out the day of or the day following publication. This service is included in the publication fee.

The Times has a mail subscriber list of 830, and we deliver 345 papers to storefronts throughout Waitsburg, Dayton, and Walla Walla. We have an active

website with a growing user base. Monthly there are over 13,000 visits to the website per month.

Our legal publications are printed and available online with no user login required. Legal notices published by *The Times* are also available on the Washington Newspaper Publishers Association (WNPA) searchable website.

Please let me know if you have any questions regarding this bid or if your office requires any more information from *The Times* to make its bid to you complete.

Sincerely,

A handwritten signature in black ink that reads "Lane Gwinn". The signature is written in a cursive style with a long horizontal flourish at the end.

Lane Gwinn
The Times,
Publisher
216 Main Street,
Waitsburg, Wash. 99361
(509) 331-3042 office,
(206) 817-8794 cell

Dayton Chronicle

163 E. Main Street 509-382-2221 Dayton, Washington 99328

Loyal and Charlotte Baker, Publishers

May 18, 2022

The Honorable Zac Weatherford
Mayor
Dayton City Council
City of Dayton
111 South 1st Street
Dayton, WA 99328

Dear Mayor Weatherford and the Dayton City Council,

We submit this bid for the contract to serve as the City of Dayton's official newspaper of record for the 2021-2022 term (June 14, 2022-June 13, 2023).

The Dayton Chronicle is published once per week and is qualified as an adjudicated newspaper in Columbia County as defined by RCW 65.16.020. Periodical circulation is 415 and approximately 103 sold by vendors for a total of about 518 local readers per week, verifiable by circulation software upon request.

The Dayton Chronicle regularly profiles City of Dayton activities, issues, events and other stories of interest. No other community competes with Dayton and Columbia County for coverage in the Chronicle.

The Dayton Chronicle intends to comply with all bid requirements.

We agree to provide one original affidavit of publication for each public notice submitted, at no additional cost, and will provide confirmation of receipt of faxes or emails for public notices. Additional affidavits of publication charge: \$3.00 per affidavit.

The Dayton Chronicle bids \$32.65 for both first and subsequent insertions, per 100 words, set in justified 9-point Sans Serif type with top-ruled bold headings and under a "Public Notices" header. In the event a required notice necessitates a display advertisement, the per column inch rate would be \$8.00.

Sincerely,



Charlotte Baker
Publisher

CITY OF DAYTON
POLICY FOR USE OF SOCIAL MEDIA FOR PROMOTING
CITY EVENTS AND INFORMATION:

1. Purpose. This policy outlines utilizing social media by designated city staff to present news and updates of public interest from the City of Dayton to its residents, businesses, and visitors.

2. Social Media/Networking Defined. Social Media is defined here as the use of third-party hosted online technologies that facilitate social interaction and dialogue. Such third-party hosted services and tools may include, but are not limited to: social networking sites (MySpace, Facebook, Linked-In), microblogging tools (Twitter, RSS feeds), audio-visual networking sites (YouTube, Flickr), blogs, etc.

3. Policy. Social media accounts must be monitored and maintained by designated city staff only. Comments and posts shall only be written in a professional manner, the use of abbreviations and shorthand will not be permitted. It is not to be used to conduct any business. It is not to be used to promote any policy making decision. It is not to be used for official public notice. Social media/networking is to be used by designated City staff, for purposes of promoting City events or updates and only for the purpose of providing factual information concerning such events or updates. Commenting will be turned off, if possible, but please note this is a moderated online site and *not* a public forum. Once posted, the City reserves the right to hide submissions that contain vulgar language, personal attacks of any kind, or offensive comments that contain any ethnic, racial, or religious group. Further, the City also reserves the right to hide comments that are spam, include links to other sites, commercial in nature, clearly off-topic, advocate illegal activity, promote services, products, political candidates, issues, or organizations, infringe on copyrights and/or trademarks, or are outdated. Please note that user comments expressed on this site do not reflect the opinions and position of the City of Dayton, its elected officials, or employees.

4. Records Retention Act and Public Records Act. These acts apply to social media. The City of Dayton collects no personal information about people who visit our website. If people send us an email, or voluntarily submit contact information via this website, this information may be forwarded to another agency, if this will better serve the needs of the sender. Please be aware that contact information sent to the City may be subject to public disclosure and public record requests.

5. The City of Dayton website may contain links to other sites not controlled by the City. These sites may have different privacy policies. If you have any questions concerning the operation of this online moderated site, please contact the City's Communication Services at info@daytonwa.com.

RESOLUTION NO. 1492

**A RESOLUTION OF THE CITY OF DAYTON, COLUMBIA COUNTY,
WASHINGTON AUTHORIZING THE AGREEMENT FOR GIS SERVICES TASK
ORDER 2022-01 WITH ANDERSON PERRY & ASSOCIATES, INC FOR HIGH
ACCURACY WATER SYSTEM INVENTORY WORK AND, AUTHORIZE THE
MAYOR TO EXECUTE SAID AGREEMENT.**

WHEREAS, City staff, as part of the 2022 Budget, requested funding to utilize GIS as a means to assist in cost savings resulting from greater efficiency, improve decision making processes, expand communication efforts, and maintain historical data; and,

WHEREAS, the 2022 Budget authorized by the Dayton City Council on December 1, 2021, provides funding for GIS Services.

NOW, THEREFORE, CITY COUNCIL OF THE CITY OF DAYTON, WASHINGTON, DOES HEREBY RESOLVE AS FOLLOWS:

SECTION 1. The City Council hereby awards the contract for professional services for GIS Services to Anderson Perry & Associates, Inc. incorporated hereto as Attachment "A". TASK ORDER 2022-01 , as per MRSC Small Works Roster contractors list.

SECTION 2. The Mayor is hereby authorized to execute the agreement on behalf of the City of Dayton. The Mayor and his designee(s) are hereby authorized to implement such administrative procedures as may be necessary to carry out the directions of this legislation.

SECTION 3. This Resolution shall take effect and be in full force upon its approval.

ADOPTED by the City Council of the City of Dayton, Washington on this ____14th ____

day of _____ June _____, 2022.

City of Dayton

By: Zac Weatherford, Mayor

Attested/Authenticated By:

Debra M Hays, City Clerk Treasurer
Approved as to form:

Quinn Plant, City Attorney

TASK ORDER 2022-01

**CITY OF DAYTON, WASHINGTON
High Accuracy Water System Inventory**

This Task Order shall be attached to and become a permanent part of the Agreement for Engineering Services entered into by and between the City of Dayton (CITY) and Anderson Perry & Associates, Inc. (ENGINEER) on June 14, 2022.

SCOPE OF WORK

The work under this Task Order consists of completing a high accuracy inventory of the CITY's water system assets. A detailed Scope of Services is included in Exhibit A.

COMPENSATION

The CITY will compensate the ENGINEER for performing the services outlined in this Task Order on a time and materials basis, plus direct reimbursable expenses not to exceed \$20,000 and pursuant to the ENGINEER's current Hourly Fee Schedule (Exhibit B).

This Task Order is executed on the date shown below.

CITY: City of Dayton
By: _____
Name: Zac Weatherford
Title: Mayor
Date: _____

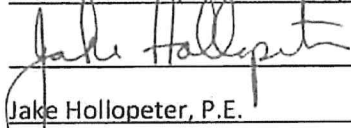
ENGINEER: Anderson Perry & Associates, Inc.
By: 
Name: Jake Hollopeter, P.E.
Title: Vice President
Date: June 14, 2022



EXHIBIT A
SCOPE OF SERVICES AND FEE ESTIMATE
June 14, 2022

BACKGROUND

The Scope of Services described below outlines Anderson Perry & Associates, Inc.'s (ENGINEER) technical approach and estimated fees to conduct a high-accuracy GNSS asset inventory of the City of Dayton's (CITY) "top-level" water assets. With assistance from the CITY, the ENGINEER will use state-of-the-art high-accuracy GPS (GNSS) technology and equipment to collect centimeter accuracy X, Y, and Z values for each asset, and when applicable, take detailed photographs. Once completed, the ENGINEER will work with the CITY to determine pipe connectivity and, by referencing the top-level assets, delineate the CITY's pipes for the water system.

On behalf of the CITY, and as a member of the Esri Partner Network, the ENGINEER will complete a high-accuracy GNSS asset inventory of the CITY's water system and delineate the pipe network.

Task 1: Project Management/Quality Control

This task encompasses project initiation, planning, execution, quality control, and monitoring for each of the following tasks are executed according to plan, meet the project requirements, and are delivered on time and on budget. For purposes of this Scope of Services, Rusty Merritt, GIS Department Manager, will serve as the ENGINEER's designated project manager and Ryan Paulson, Public Works Director, will serve as the CITY's primary point of contact.

Task 2: High-Accuracy Water System Asset Inventory

Recent advancements in GIS/GPS technology position the CITY to benefit from using ArcGIS Online with a high-accuracy GNSS unit to obtain real-time centimeter accuracy positions. The ENGINEER will travel on site and, using the CITY's existing ArcGIS Online Account and hosted feature services, collect the X, Y, and Z coordinates for the CITY's water system assets. The budget for this task includes high-accuracy GPS data collection of the following assets:

- Hydrants
- Hydrant valves
- System valves
- Control valves

This task includes a total of **five days** of field data collection using the ENGINEER's high-accuracy GPS unit at \$30 per hour and staff time. It is assumed that the CITY will provide support personnel when the ENGINEER is performing data collection (e.g., aiding in finding buried assets and providing as-needed traffic control).

Note: Due to the high number of water meters, meters will not be inventoried during this task. However, the ENGINEER will train the CITY's staff on the use of Esri's Field Maps with smart devices to collect meter locations and descriptive information.



Task 3: Delineate Water Pipes to High-Accuracy Positions

Upon completion of Task 1, the ENGINEER will use the GNSS positions and historical AutoCAD drawings to reconcile the existing pipe network to observed GNSS positions. The ENGINEER will then prepare a large format map for the CITY to markup and communicate any corrections and updates. The ENGINEER will use the map to modify the pipe layer according to the markups. The product of this task is the addition of a pipe layer to the CITY’s water system geodatabase. The resulting product will be delivered to the CITY through ArcGIS Online such that the CITY can make additional edits/changes to pipe alignments and attributes.

FEE ESTIMATE

The ENGINEER’s proposed fee for the above scope of services is **\$20,000**. The estimated fees for each task are outlined as follows.

High-Accuracy GPS Water Asset Inventory	Total
Task 1: Project Management/Quality Control	\$ 3,720
Task 2: High-Accuracy Water System Asset Inventory (5 days)	\$ 7,180
Task 3: Delineate Water System Pipes to High Accuracy Positions	\$ 5,810
High-Accuracy GNSS Equipment Rental	\$ 1,800
Travel - Mileage	\$ 590
Travel - Lodging	\$ 900
TOTAL	\$ 20,000



EXHIBIT B HOURLY FEE SCHEDULE

Revised May 2022

PROFESSIONAL TECHNICAL STAFF

TECHNICIANS

Technician I.....	\$ 65.00
Technician II	\$ 75.00
Technician III.....	\$ 80.00
Technician IV	\$ 90.00
Technician V	\$ 95.00
Technician VI	\$100.00
Technician VII	\$105.00
Senior Technician I	\$110.00
Senior Technician II	\$120.00
Senior Technician III	\$125.00
Senior Technician IV	\$135.00
Senior Technician V	\$145.00
Senior Technician VI	\$155.00
Senior Technician VII	\$165.00
Senior Technician VIII	\$170.00
Senior Technician IX	\$185.00

ENGINEERING

Engineering Technician I	\$105.00
Engineering Technician II	\$110.00
Engineering Technician III	\$115.00
Staff Engineer I	\$120.00
Staff Engineer II	\$125.00
Project Engineer I	\$130.00
Project Engineer II	\$135.00
Project Engineer III	\$145.00
Project Engineer IV	\$150.00
Project Engineer V	\$155.00
Project Engineer VI	\$165.00
Project Engineer VII	\$170.00
Senior Engineer I	\$175.00
Senior Engineer II	\$180.00
Senior Engineer III	\$185.00
Senior Engineer IV	\$190.00
Senior Engineer V	\$200.00
Senior Engineer VI	\$205.00
Senior Engineer VII.....	\$210.00
Senior Engineer VIII.....	\$225.00

ARCHAEOLOGY

Archaeological Technician I.....	\$ 60.00
Archaeological Technician II.....	\$ 70.00
Staff Archaeologist I	\$ 75.00
Staff Archaeologist II	\$ 80.00
Project Archaeologist I	\$ 85.00
Senior Archaeologist I	\$105.00
Senior Archaeologist II	\$120.00

PROJECT REPRESENTATIVES

Project Representative I	\$ 95.00
Project Representative II	\$100.00
Project Representative III.....	\$105.00
Project Representative IV.....	\$110.00

OVERTIME

Overtime Surcharge	\$ 35.00
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SURVEYORS AND CREWS

Survey Technician I	\$ 70.00	Professional Land Surveyor I	\$130.00	Total Station	\$ 25.00
Survey Technician II	\$ 85.00	Professional Land Surveyor II ...	\$140.00	ATV (4-hour minimum)	\$ 32.00
Survey Technician III	\$ 90.00	Professional Land Surveyor III ..	\$155.00	Resource Grade GPS	\$ 22.00
Survey Crew Chief I	\$ 95.00	Professional Land Surveyor IV ..	\$175.00	Electrofisher	\$ 25.00
Survey Crew Chief II	\$100.00	Professional Land Surveyor V ...	\$185.00	Unmanned Aircraft System	
Survey Crew Chief III	\$110.00	GPS Total Station	\$ 40.00	(UAS/Drone)	\$ 45.00
Survey Crew Chief IV	\$140.00	Robotic Survey Station.....	\$ 30.00	GIS RTK GPS/GNSS Unit	\$ 32.00

OUT OF TOWN WORK

Mileage will be charged at the applicable IRS rate for vehicles, which is \$0.585 per mile for standard highway vehicles as of January 1, 2022. Mileage will be charged at \$0.75 per mile for vans and pickup trucks. Subsistence will be charged either per diem or actual cost, per contract. Lodging will be billed at actual cost.

OTHER

Other miscellaneous, direct, and outside expenses, including special Consultants, will be charged at actual cost plus 10%.

Expert Witness will be charged at two times the standard hourly rate.

All accounts unpaid 30 days after date of invoice may be charged a service fee of 1.0% per month.

This Hourly Fee Schedule is revised annually on or around March 1.

RESOLUTION NO. 1493

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DAYTON,
WASHINGTON, AUTHORIZING THE ADDITION JUNE 19th AS JUNETEENTH
A FEDERAL HOLIDAY TO CHAPTER 6.4 OF THE CITY OF DAYTON
PERSONNEL POLICIES AND PROCEDURES**

WHEREAS, the Chapter 6, Section 4 of the City of Dayton Personnel Policies and Procedures, provides for the City Council that all regular status employees are entitled to a paid holiday, in observed in accordance with the official state calendar.

WHEREAS, the City Council, has authorized a Council's amendment of adding Juneteeth (June 19th) as a Federal Holiday.

NOW, THEREFORE, the City Council of the City of Dayton does hereby resolve as follows:

SECTION 1. HOLIDAY AMENDMENT. Adding June 19th as a paid holiday and observed as JUNETEETH, Holiday pursuant to the City of Dayton Personnel Policies and Procedures, Chapter 6, Section 4 – Legal Holidays.

SECTION 2. EFFECTIVE DATE. That this resolution shall take effect and be in full force upon passage and signatures hereon.

Passed by the City Council of the City of Dayton, Columbia County, Washington on this ____14th____ day of ____June____, 2022.

Zac Weatherford, Mayor

Authenticated/Attested:

Debra M Hays, City Clerk-Treasurer

Quinn Plant, City Attorney

Is Juneteenth A Federal Holiday?

Juneteenth has evolved and grown in the decades since it was first marked with local festivities and commemorations.

President Joe Biden in 2021 signed a bill into law to officially designate Juneteenth as an American federal holiday.

Because June 19, 2022, falls on a Sunday, federal workers will have the day off on Monday, June 20.

Federal holidays, such as Juneteenth usually apply to government workers, including those working for the U.S. Postal Service, law enforcement, public health and clerical workers at various government agencies can take that specific day off or in lieu.

Federal holidays can consequently mean non-essential federal government offices are closed and banks, post offices and schools will almost certainly not be open for business on June 20, 2022.

State holiday schedule

2022

Monday, January 17

Martin Luther King Jr. Day

Monday, February 21

Presidents' Day

Monday, May 30

Memorial Day

Monday, June 20

Juneteenth Day

Monday, July 4

Independence Day

Monday, September 5

Labor Day

Friday, November 11

Veterans' Day

Thursday, November 24

Thanksgiving Day

Friday, November 25

Native American Heritage Day

Monday, December 26

Christmas Day

RESOLUTION NO. 1494

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DAYTON, WASHINGTON, AWARDED A PUBLIC WORKS CONTRACT FOR THE WASTEWATER TREATMENT PLANT OUTFALL REPAIRS PROJECT TO NELSON CONSTRUCTION CORPORATION, INC.; AND AUTHORIZING THE MAYOR TO EXECUTE A PUBLIC WORKS CONSTRUCTION CONTRACT WITH NELSON CONSTRUCTION CORPORATION FOR SAID WORK.

WHEREAS, repairs are needed to the City of Dayton's Wastewater Treatment Plant Outfall; and

WHEREAS, the City utilized a competitive bidding process to obtain bids for the Wastewater Treatment Plant Outfall Repair ; and

WHEREAS, after only one bid was received and opened, Anderson Perry & Associates, Inc., determined, as prescribed by RCW 39.04.010, that the lowest responsive and responsible bidder was Nelson Construction Corporation.; and

WHEREAS, Anderson Perry & Associates, Inc., and City staff analyzed the proposal and recommends that , Nelson Construction Corporation be awarded the contract as the lowest responsive and responsible bidder for the Wastewater in the amount of \$99,909.92, excluding applicable sales and use taxes, FEMA will cover 75 % of the project cost with the City of Dayton paying 25% of the project cost ; and

WHEREAS, the City Council constitutes the legislative authority of the City of Dayton and deems the Wastewater Treatment Plant Outfall Repair Project to be in the best interest of the city.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF DAYTON, WASHINGTON, HEREBY RESOLVES AS FOLLOWS:

Section 1. Bid Award. The City Council hereby awards the public works contract for Wastewater Treatment Plant Outfall Repair Project in the forms attached hereto as Exhibit A.

Section 2. Authorization. The Mayor is hereby authorized to execute the Public Works Construction Contract between the City of Dayton and Humbert Asphalt, Inc., in the amount not to exceed \$99,909.92, excluding applicable sales and use taxes, for the Wastewater Treatment Plant Outfall Repair Project.

PASSED by the City Council on the ___14th___ day of ___June___, 2022.

City of Dayton

Zac Weatherford, Mayor

Attested/Authenticated:

Debra M Hays, City Clerk Treasurer

Approved as to form:

Quinn Plant, City Attorney

June 8, 2022

City of Dayton
111 South 1st Street
Dayton, Washington 99328

ATTN: Zac Weatherford, Mayor

RE: Wastewater Treatment Plant Outfall Repairs (FEMA Project No. 151198)

Dear Mayor Weatherford:

This letter describes the bid results from May 24, 2022 for the Wastewater Treatment Plant Outfall Repairs project bid opening.

Bids for the project were received and opened at Dayton - City Hall on May 24, 2022 at 2:00 p.m. The City received one bid from Nelson Construction Corporation.

The bids were opened and read. After the bid opening, the bid was reviewed again, and the Bidder Responsibility Criteria pursuant to the Revised Code of Washington 39.04.010 was examined with respect to the apparent low bidder (see attached). No discrepancies were found.

After the bid opening, we entered the bid prices into a Microsoft Excel spreadsheet to check the price extensions and verify that the total bid amounts read matched the amounts written on the bid. No errors were found in the bid. A copy of the Bid Tabulation, which shows the bidders' prices and costs for each individual bid item, is attached.

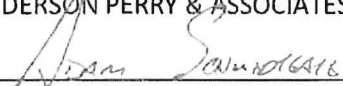
The bid total was \$99,909.92. The Engineer's Estimate was \$95,121.00. The bid was approximately \$4,800 higher than the Engineer's Estimate and considering the current bidding climate, the bid price appears to be competitive. Seventy-five percent of the project costs will be covered by FEMA, and twenty-five percent by the City of Dayton.

From our review of the bids, we recommend the City of Dayton consider awarding the Wastewater Treatment Plant Outfall Repairs project to Nelson Construction Corporation contingent upon approval from the City's Attorney. We have discussed the project schedule with the Nelson Construction Corporation, and they are able to procure materials within 2 to 3 weeks after the contract is signed and will be able to complete the work during the 2022 in water work window.

Please contact me if you have any questions.

Sincerely,

ANDERSON PERRY & ASSOCIATES, INC.

By  _____
Adam Schmidt Gall, P.E.

AS/aw

Attachments

cc: File No. 918-170-02, w/attach

S:\Docs\Dayton\918-170 Flood Assistance-2020 (DR-WA-4539)\Outfall Repairs\Bid Results Letter.docx

Mandatory Bidder Responsibility Checklist

The following checklist may be used by Owners in documenting that a Bidder meets the mandatory bidder responsibility criteria. It is suggested that Owners print a copy of documentation from the appropriate website to include with this checklist in the contract file.

General Information	
Project Name: City of Dayton, WA - Wastewater Treatment Plant Outfall Repairs	Project Number: 918-170
Bidder's Business Name: Moreno & Nelson Construction Corp. DBA Nelson Construction Corp.	Bid Submittal Deadline: May 24, 2022, 2:00 pm
Contractor Registration – https://secure.lni.wa.gov/verify/	
License Number: MORENNC930BT	Status: Active: Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
Effective Date (must be effective on or before Bid Submittal Deadline): 02/14/2007	Expiration Date: 02/14/2023
Current UBI Number – https://secure.lni.wa.gov/verify/	
UBI Number: 602-674-342	Account Closed: Open <input checked="" type="checkbox"/> Closed <input type="checkbox"/>
Industrial Insurance Coverage – https://secure.lni.wa.gov/verify/	
Account Number: 673,156-00	Account Current: Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
Required Public Works Training – Effective July 1, 2019 https://secure.lni.wa.gov/verify/	
Per RCW 39.04.350 and RCW 39.06.020, has contractor had L & I training or meet exemption? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	
Wage Payment Status Compliance – RCW 39.04.350 (1g)	
Sworn statement or verification form received acknowledging compliance? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	
Employment Security Department Number – Obtain from contractor	
Employment Security Department Number: 357361-00-0	
<ul style="list-style-type: none"> • Has Bidder provided account number on the Bid Form? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> • And/or have you asked the Bidder for documentation from ESD on account number? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> 	
State Excise Tax Registration Number – https://secure.dor.wa.gov/gteunauth/_/#2	
Tax Registration Number: A15651519	Account Closed: Open <input checked="" type="checkbox"/> Closed <input type="checkbox"/>
Not Disqualified from Bidding – WA https://secure.lni.wa.gov/debarandstrike/ContractorDebarList.aspx	
Is the Bidder listed on the "Debarred Contractors List" of the Department of Labor and Industries? (Print the pertinent page showing where the Bidder's name does or would appear on the list) Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	
Not Disqualified from Bidding – Federal (if applicable) – www.sam.gov	
Does Bidder have an "Active Exclusion Record" with the Federal Government (System for Award Management) Yes <input type="checkbox"/> No <input type="checkbox"/>	
Checked by:	
Name: Amanda Wolford	Date: May 25, 2022

Contractors

MORENO & NELSON CONSTRUCTION

Owner or tradesperson

Principals

NELSON, JOHN BRANDON, PRESIDENT

MORENO, DAX JSE, VICE PRESIDENT

(End: 01/11/2017)

PO BOX 794

WALLA WALLA, WA 99362

509-526-5249

WALLA WALLA County

Doing business as

MORENO & NELSON CONSTRUCTION

WA UBI No.

602 674 342

Business type

Corporation

License

Verify the contractor's active registration / license / certification (depending on trade) and any past violations.

Construction Contractor

Active

Meets current requirements.

License specialties

GENERAL

License no.

MORENNC930BT

Effective — expiration

02/14/2007— 02/14/2023

Bond

**Guarantee Company of North America USA,
The**

\$12,000.00

Bond account no.

21175194

Received by L&I

06/12/2019

Effective date

03/20/2019

Expiration date

Until Canceled

Bond history

Insurance

Cincinnati Indemnity Company

\$1,000,000.00

Policy no.

EPP 0429721

Received by L&I

03/17/2022

Effective date

03/20/2021

Expiration date

03/20/2023

Insurance history

Savings

No savings accounts during the previous 6 year period.

Lawsuits against the bond or savings

No lawsuits against the bond or savings accounts during the previous 6 year period.

L&I Tax debts

No L&I tax debts are recorded for this contractor license during the previous 6 year period, but some debts may be recorded by other agencies.

License Violations

Infraction no.

EFED00269

Issue date

02/26/2020

Violation city

WALLA WALLA

Type of violation

ELECTRICAL CITATION

Description

Employing an individual for the purposes of chapter 19.28 RCW who does not possess a valid certificate of competency or training certificate to do electrical work.

Satisfied

RCW/WAC

19.28.271 RCW

Violation amount

\$250.00

Infraction no.

EFED00268

Issue date

02/26/2020

Violation city

WALLA WALLA

Type of violation

ELECTRICAL CITATION

Description

Offering to perform, submitting a bid for, advertising, installing or maintaining cables, conductors or equipment that convey or utilize electrical current without having a valid electrical contractor license.

Satisfied

RCW/WAC

19.28.041 RCW

Violation amount

\$1,000.00

Certifications & Endorsements

OMWBE Certifications

No active certifications exist for this business.

Apprentice Training Agent

Registered training agent. Check their eligible programs and occupations.

Workers' Comp

Do you know if the business has employees? If so, verify the business is up-to-date on workers' comp premiums.

This company has multiple workers' comp accounts.

Active accounts

L&I Account ID

673,156-00

Account is current.

Doing business as


NELSON CONSTRUCTION CORP

Estimated workers reported

Quarter 1 of Year 2022 "76 to 100 Workers"

L&I account contact

T0 / JULIE SUR (360)902-4715 - Email: SURJ235@lni.wa.gov

Track this contractor 

Public Works Requirements

Verify the contractor is eligible to perform work on public works projects.

Required Training— Effective July 1, 2019

Exempt from this requirement.

Contractor Strikes

No strikes have been issued against this contractor.

Contractors not allowed to bid

No debarments have been issued against this contractor.

Workplace Safety & Health

Check for any past safety and health violations found on jobsites this business was responsible for.

Inspection results date

01/06/2022

No violations

Inspection no.

317966470

Location

**Plaza Way and W. Tieton Street
Walla Walla, WA 99362**

Inspection results date

09/03/2020

Violations

Inspection no.

317960550

Location

**417 Wellington Ave
Walla Walla, WA 99362**



STATE OF WASHINGTON

Department of Labor & Industries

Certificate of Workers' Compensation Coverage

May 25, 2022

WA UBI No.	602 674 342
L&I Account ID	673,156-00
Legal Business Name	MORENO & NELSON CONSTRUCTION CORP
Doing Business As	NELSON CONSTRUCTION CORP
Workers' Comp Premium Status:	Account is current.
Estimated Workers Reported (See Description Below)	Quarter 1 of Year 2022 "76 to 100 Workers"
Account Representative	Employer Services Help Line, (360) 902-4817
Licensed Contractor?	Yes
License No.	MORENNC930BT
License Expiration	02/14/2023

What does "Estimated Workers Reported" mean?

Estimated workers reported represents the number of full time position requiring at least 480 hours of work per calendar quarter. A single 480 hour position may be filled by one person, or several part time workers.

Industrial Insurance Information

Employers report and pay premiums each quarter based on hours of employee work already performed, and are liable for premiums found later to be due. **Industrial insurance accounts have no policy periods, cancellation dates, limitations of coverage or waiver of subrogation** (See [RCW 51.12.050](#) and [51.16.190](#)).



< Business Lookup

Tax Information

[New search](#) [Back to results](#)

Entity name: MORENO & NELSON CONSTRUCTION CORP.
Entity type: Profit Corporation
DBA name: NELSON CONSTRUCTION CORP
Excise tax account ID #: 602-674-342
UBI #: 602-674-342
Opened: January 1, 2007
Closed:
Mailing address: PO BOX 794
 WALLA WALLA WA 99362-0250
NAICS: 238110 - Poured Concrete Foundation and Structure Contractors

Reseller Permit(s)



Reseller permit #	Status	Effective date	Expiration date
A15657523	Active	Jan-01-2022	Dec-31-2023
A15657521	Expired	Jan-01-2020	Dec-31-2021
A15657519	Expired	Jan-01-2018	Dec-31-2019
A15657517	Expired	Jan-01-2016	Dec-31-2017
A15657515	Expired	Jan-01-2014	Dec-31-2015
A15657513	Expired	Jan-01-2012	Dec-31-2013

Business License Locations



Business name	License account ID #	Location address
NELSON CONSTRUCTION CORP.	602674342-001-0001	665 STINSEN WALLA WALLA WA 99362
MORENO & NELSON CONST.	602674342-001-0002	665 STINSON AVE WALLA WALLA WA 99362

The Business Lookup information is updated nightly. Search date and time: 5/25/2022 8:02:21 AM

Contact us

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BID TABULATION
City of Dayton, Washington
Wastewater Treatment Plant Outfall Repairs

Bid Opening: 2:00 p.m., May 24, 2022		Engineer's Estimate			Nelson Construction Corp. (1/1)		
Item	Description	Unit	Quantity	Unit Price	Total	Unit Price	Total
1	Mobilization	LS	All Req'd	\$5,000.00	\$5,000.00	\$3,578.63	\$3,578.63
2	Clearing and Grubbing	LS	All Req'd	2,000.00	2,000.00	19,584.30	19,584.30
3	Outfall Pipe Cleaning	LS	All Req'd	5,000.00	5,000.00	4,515.10	4,515.10
4	Channel Excavation	LS	All Req'd	10,000.00	10,000.00	11,191.03	11,191.03
5	Pressure Sewer Diffuser Repair	LS	All Req'd	3,000.00	3,000.00	6,345.82	6,345.82
6	Connect to Existing Sewer Main	EA	1	1,000.00	1,000.00	2,855.64	2,855.64
7	Ductile Iron Sewer Pipe, 10-In Diameter	LF	90	200.00	18,000.00	140.19	12,617.10
8	Ductile Iron Sewer Pipe, 8-In Diameter	LF	20	200.00	4,000.00	238.89	4,777.80
9	Ductile Iron Fitting, 10-x8-In Tee	EA	2	2,000.00	4,000.00	1,725.72	3,451.44
10	Ductile Iron Fitting, 8-In 90 Degree Bend	EA	2	1,000.00	2,000.00	756.97	1,513.94
11	Ductile Iron Fitting, 8-In Blind Flange	EA	2	500.00	1,000.00	328.58	657.16
12	Ductile Iron Fitting, 10-In Cap	EA	1	500.00	500.00	325.81	325.81
13	Erosion Control and Water Pollution Prevention	LS	All Req'd	5,000.00	5,000.00	6,405.45	6,405.45
14	Plant Selection - Live Willow Stakes	EA	750	15.00	11,250.00	9.70	7,275.00
15	Heavy Loose Riprap	TON	160	100.00	16,000.00	44.21	7,073.60
Subtotal					\$87,750.00		\$92,167.82
Sales Tax (8.4%)							\$7,742.10
BID TOTAL					\$95,121.00		\$99,909.92
Total Shown on Bid Schedule					N/A		\$99,909.92
Difference					N/A		\$0.00

RESOLUTION NO. 1495

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DAYTON, WASHINGTON, APPROVING A PROFESSIONAL SERVICES AGREEMENT FOR GENERAL ON-CALL ENGINEERING, ARCHITECTURAL AND GENERAL LAND SURVEYING SERVICES TO ANDERSON PERRY & ASSOCIATES, INC.; AND, AUTHORIZING THE MAYOR TO EXECUTE A PROFESSIONAL SERVICES AGREEMENT WITH ANDERSON PERRY & ASSOCIATES, INC., FOR SAID SERVICES.

WHEREAS, the City Council of the City of Dayton (“City”) needs engineering, architectural or general land surveying services (“Services”) from time to time; and

WHEREAS, on June 1, 2022 , the city used the Small Works Roster from MRSC in selecting from a list of consulting firms qualified to provide the Services; and

WHEREAS, the City selected Anderson Perry from the consulting firm list and

WHEREAS, the City found Anderson Perry & Associates, Inc., as the most qualified consultant to begin negotiations towards an agreement to perform the Services;

WHEREAS, the Evaluation Committee is recommending that the City Council award the professional services contract to Anderson Perry & Associates, Inc., and that the mayor be granted the authority to execute a professional services 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 awards the contract for professional services for the on-call general engineering, architectural and general land surveying services to the most qualified consultant, Anderson Perry & Associates, Inc. beginning June 14th , 2022 – May 31st, 2025.

Section 2. Authorization. The Mayor is hereby authorized to execute the Engineering Services Agreement with Anderson Perry & Associates, Inc., to perform the professional services for the City of Dayton as provided in Exhibit “A”, attached hereto.

PASSED BY THE CITY COUNCIL AT A SPECIAL MEETING ON THE

____ 14th ____ DAY OF ____ JUNE _____, 2022.

City of Dayton

Zac Weatherford, Mayor

Attested/Authenticated:

Debra M Hays , City Clerk Treasurer

AGREEMENT FOR ENGINEERING SERVICES

THIS AGREEMENT, made this 14th day of June, 2022, by and between the City of Dayton, Washington, hereinafter referred to as the CITY, and Anderson Perry & Associates, Incorporated, hereinafter referred to as the ENGINEER. This Agreement shall terminate on May 31, 2025.

The CITY intends to complete miscellaneous public works projects. Engineering tasks on projects may include planning, conceptual design, design, construction engineering, and other work elements.

The ENGINEER agrees to assist the CITY with miscellaneous project elements and other associated work as requested by the CITY.

WITNESSETH:

That for and in consideration of the mutual covenants and promises between the parties hereto, it is hereby agreed:

SECTION A - ENGINEERING SERVICES

General

It is intended for this Agreement to cover different elements of work, hereinafter referred to as TASK ORDERS. TASK ORDERS will be specifically defined by Amendment later as authorized by the CITY. The ENGINEER shall provide planning, conceptual design, design, construction engineering, and/or other engineering services as appropriate for each TASK ORDER as generally defined by this Agreement and as specifically required by each TASK ORDER. Each TASK ORDER shall constitute a separate and severable portion of the Agreement and each TASK ORDER may be enforced as a separate contract without regard to other TASK ORDERS or their termination, cancellation, or supervision.

Planning and Conceptual Design

After acceptance by the CITY and upon authorization of CITY to proceed,

1. The ENGINEER shall assist the CITY in identifying, evaluating, and prioritizing facility improvements.
2. Such assistance shall be provided in close coordination with appropriate CITY staff.
3. The ENGINEER shall provide services as may be required to assist the CITY in obtaining funding for projects. Work may include assistance in preparing grant and loan applications, preparation of environmental data, assistance in public meetings and hearings, assistance during local bond elections, updating cost estimates, etc. The ENGINEER shall meet with the CITY and representatives of local, state, and federal agencies from time to time as necessary.

4. The ENGINEER shall prepare conceptual designs and review the designs with the CITY and applicable agencies. The ENGINEER shall also prepare a preliminary opinion of probable construction cost and probable total project cost based upon conceptual design.

Design Engineering

Upon approval by the CITY of the project scope and opinion of probable total project cost, and upon approval to proceed, the ENGINEER shall provide the following:

1. Complete the necessary project surveying and mapping; accomplish the final designs of the project; prepare final Drawings, Specifications, and Contract Documents; and make adjustments as needed to the opinion of probable construction cost and probable total project cost based on these final designs. Design activities will be coordinated with the CITY as necessary for each project.
2. Prepare and furnish to the CITY a final map showing the needed construction and permanent easements, and any lands to be acquired. Property surveys, property plats, legal descriptions, and negotiations for land rights shall be accomplished by the CITY unless the CITY requests the ENGINEER to perform these services. When the ENGINEER is requested to perform such services and make detailed property surveys, the ENGINEER will perform the work under "Other Engineering Services."
3. Prepare and furnish Bidding Documents for review and approval by the CITY, its legal counsel and other advisors as appropriate, and appropriate agencies. The ENGINEER's services under the Design Engineering phase shall be considered complete when the final Bidding Documents are approved by the CITY and other governmental authorities having jurisdiction.

Construction Engineering

After acceptance by the CITY and appropriate agencies of the Bidding Documents and upon authorization by the CITY to proceed, the ENGINEER shall:

1. Assist the CITY in advertising for and obtaining bids for the work and maintain a record of prospective bidders to whom Bidding Documents have been issued. Attend Pre-Bid Conferences, if held, and answer questions from prospective bidders and suppliers.
2. Furnish copies of the Bidding Documents as required by prospective bidders, material suppliers, and other interested parties. The ENGINEER may charge bidders and suppliers for such copies to offset the cost of printing and handling expenses.
3. Issue Addenda as appropriate to clarify, correct, or change the Bidding Documents.
4. Consult with the CITY as to the acceptability of the subcontractors, vendors, suppliers, and other persons and entities proposed by the Contractor for those portions of the work as to which such acceptability is required by the Bidding Documents.
5. Attend the Bid opening, prepare Bid tabulation sheets, and assist the CITY in evaluating Bids or proposals, and in assembling and awarding contracts for the work.

6. After the award of the construction contract by the CITY, the ENGINEER shall meet with the Contractor and the CITY in a Preconstruction Conference to discuss project schedules, procedures, etc.
7. Review and take other appropriate action with respect to Shop Drawings and Samples and other data which the Contractor is required to submit. Such action is only to determine conformance with the information given in the Contract Documents and compatibility with the design concept of the completed project as a functioning whole as indicated in the Contract Documents. Such review or other action will not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions and programs incident thereto.
8. Provide general engineering review of the work of the Contractor as construction progresses. The ENGINEER shall also provide full-time or part-time Project Representatives on site as appropriate to review the work. The ENGINEER shall keep the CITY informed as to any known deviations from the general intent of the Contract Documents or agreements made at the Preconstruction Conference. Copies of regular progress reports will be sent to the CITY and the Contractor. The ENGINEER's undertaking hereunder shall not relieve the Contractor of his/her obligation to perform the work in conformity with the Drawings and Specifications and in a workmanlike manner. The ENGINEER shall not, as a result of such observations of the Contractor's work in progress, supervise, direct, or have control over the Contractor's work, nor shall the ENGINEER have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected by the Contractor, for safety precautions and programs incident to the work of the Contractor, or for any failure of the Contractor to comply with laws, rules, regulations, ordinances, codes, or orders applicable to the Contractor's furnishing and performing the work. Accordingly, the ENGINEER neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to furnish and perform its work in accordance with the Contract Documents.
9. Keep the CITY informed concerning progress of the work and attend meetings held by the CITY, outside agencies, and the Contractor as they relate to the project.
10. Issue necessary clarifications and interpretations of the Contract Documents as appropriate to the orderly completion of the work. Such clarifications and interpretations will be consistent with the intent of and reasonably inferable from the Contract Documents. The ENGINEER may issue Field Orders authorizing minor variations from the requirements of the Contract Documents.
11. Provide construction staking as may be required to provide control to be used by the Contractor as called for in the Contract Documents.
12. Provide testing services as the work progresses to monitor the Contractor's compliance with the Contract Documents. Such tests may include soils gradation and compaction tests, concrete tests, etc. Such testing will not replace the Contractor's own testing nor relieve the Contractor from providing his own quality control.
13. Prepare change orders for the CITY's approval that are necessary for the proper completion of the work by the Contractor.

14. Review the Contractor's requests for progress payments and, based upon on-site observation, recommend the amounts the Contractor should be paid. Such recommendations of payment will constitute the ENGINEER's representation to the CITY, based on such observations and review that, to the best of the ENGINEER's knowledge, information, and belief, the work has progressed to the point indicated. In the case of unit price work, the ENGINEER's recommendations of payment will include determinations of quantities and classifications of such work (subject to any subsequent adjustments allowed by the Contract Documents).

By recommending any payment, the ENGINEER shall not thereby be deemed to have represented that observations made by the ENGINEER to check the quality or quantity of the Contractor's work as it is performed and furnished have been exhaustive, extended to every aspect of the work in progress, or involved detailed inspections of the work beyond the responsibilities specifically assigned to the ENGINEER in this Agreement and the Contract Documents. Neither the ENGINEER's review of the Contractor's work for the purposes of recommending payments, nor the ENGINEER's recommendation of any payment including final payment will impose on the ENGINEER any responsibility to supervise, direct, or control such work or for the means, methods, techniques, sequences, or procedures of construction or safety precautions or programs incident thereto, or the Contractor's compliance with laws, rules, regulations, ordinances, codes or orders applicable to the Contractor furnishing and performing the work. It will also not impose responsibility on the ENGINEER to make any examination to ascertain how or for what purposes the Contractor has used the monies paid on account of the Contract Price, or to determine that title to any of the work, materials, or equipment has passed to the CITY free and clear of any liens, claims, security interests, or encumbrances, or that there may not be other matters at issue between the CITY and the Contractor that might affect the amount that should be paid.

15. Receive and review maintenance and operating instructions, schedules, guarantees, bonds, certificates, or other evidence of insurance required by the Contract Documents, certificates of inspection, tests and approvals, and marked-up record documents including Shop Drawings, Samples, and other data and marked-up Record Drawings which are to be assembled by the Contractor in accordance with the Contract Documents.
16. Prepare and furnish to the CITY one set of reproducible project Record Drawings showing appropriate record information based on project documentation received from the Contractor and the ENGINEER's Project Representative. It is recognized that these Drawings may contain some discrepancies and omissions and will not necessarily represent "exact" field conditions.
17. Following notice from the Contractor that the Contractor considers the entire work ready for its intended use, in company with the CITY, appropriate outside agencies, and the Contractor, conduct an inspection to determine if the work is substantially complete. If, after considering any objections of the CITY, the ENGINEER considers the work substantially complete, the ENGINEER shall deliver a certificate of Substantial Completion to the CITY and the Contractor.
18. In company with the CITY's representatives and appropriate outside agencies, conduct a final inspection to determine if the completed work of the Contractor is acceptable so that the ENGINEER may recommend, in writing, final payment to the Contractor.

19. Prepare an Operation and Maintenance Manual for the project if one is required. The Operation and Maintenance Manual shall be presented to the CITY in a separate bound document at the completion of the project. The ENGINEER may require the Contractor to supply, as a construction specification provision, supplemental information to be used in conjunction with the manual such as operation and maintenance information on specific equipment, manufacturer's catalogs, parts lists, etc.
20. The Construction Engineering services shall be considered complete when the Construction project is accepted by the CITY and when Operation and Maintenance materials and Record Drawings have been provided to the CITY.

Other Engineering Services

In addition to the foregoing being performed, the following services may be provided by the ENGINEER when requested by the CITY, as required.

1. Provide engineering services as may be required to assist the CITY in obtaining construction funding for each project through various funding programs as requested by the CITY. Work may include assistance in preparing technical portions of grant and loan applications, technical assistance with environmental checklists and assessments, assistance in public meetings, ongoing coordination and agreements with funding agencies, advance preparation of utility rate studies, assistance with fact sheets and other information for meetings, bonding, updating cost estimates, and other funding services that may be required.
2. Assist the CITY with the preparation of applications for water rights, water/sewer user ordinances, water/sewer rate schedules, Water Conservation Plans, and other user guidelines that may be required by the CITY or regulatory agencies. The ENGINEER shall also assist with public meetings and hearings relating to these applications, studies, and ordinances.
3. Assist the CITY with obtaining permits, applications, outside utility services, etc., as necessary for the work. The CITY shall pay all fees associated with such permits and applications, if such fees are required. The ENGINEER is not responsible for such fees.
4. Assist the CITY with property surveys, property plats, legal descriptions, and other items necessary for negotiating for land rights and easements. Such work may include appearances before courts and boards on these matters.
5. Redesign work when requested to do so by the CITY. Such work shall include changes in the design, after the conceptual design stage, that are beyond the control of the ENGINEER, and/or changes in the Bidding Documents after such plans have been accepted by the CITY.
6. Special tests, specialized geological, hydraulic, or other studies or tests other than as previously outlined herein that may be required on the project.
7. Additional administrative services as needed in administering the project, project grants, and other financial assistance programs with outside agencies. Such services may include preparation of requests for funds, reports, coordinating meetings, audit data, and other support

as appropriate to help facilitate the overall project development in accordance with local, state, and federal requirements.

8. Preparing to serve or serving as a consultant or witness for the CITY in any litigation, arbitration, or other dispute resolution process relating to the project.
9. Additional or extended services during construction made necessary by (1) emergencies or acts of God endangering the work, (2) work damaged by fire or other cause during construction, (3) a significant amount of defective, neglected, or delayed work by the CONTRACTOR, (4) acceleration of the progress schedule involving services beyond normal working hours, (5) longer construction time than anticipated, or (6) default by the CONTRACTOR.
10. Soil tests and borings as required to evaluate subsurface soil conditions.
11. Post-construction assistance to the CITY in the refining and adjusting of equipment, staff-training, or documentation of facilities performance.

SECTION B - RESPONSIBILITIES OF CITY

1. The CITY shall provide the ENGINEER with all criteria and full information as to the CITY's requirements for the project, including design objectives and constraints, space, capacity and performance requirements, flexibility and expandability, and any budgetary limitations; furnish copies of all design and construction standards which the CITY will require to be included in the Drawings and Specifications; and furnish copies of the CITY's standard forms, conditions, and related documents for the ENGINEER to include in the Bidding Documents, when applicable.
2. The CITY shall furnish to the ENGINEER all available information pertinent to the project including reports and data relative to previous designs, all existing maps, field survey data, lines of streets and boundaries or rights-of-way, and other surveys presently available. The CITY shall also provide all known information concerning the existing underground utilities, etc., that could impact the proposed improvements.
3. The CITY shall provide for full, safe, and free access for the ENGINEER to enter upon all property required for the performance of the ENGINEER's services under this Agreement.
4. The CITY shall give prompt written notice to the ENGINEER whenever the CITY observes or otherwise becomes aware of a Hazardous Environmental Condition or of any development that affects the scope or time of performance of the ENGINEER's services, or any defect or nonconformance in the ENGINEER's services or in the work of any Contractor.
5. The CITY shall pay for any agency plan review fees, advertisement for bids, building or other permits, licenses, etc., as may be required by local, state, or federal authorities, and shall secure the necessary land easements, rights-of-way, and construction permits.
6. The CITY shall examine all alternate solutions, studies, reports, sketches, Drawings, Specifications, proposals and other documents presented by the ENGINEER (including obtaining the advice of an attorney, insurance counselor, and other consultants as the CITY deems appropriate with respect to such examination) and render timely decisions pertaining thereto.

7. The CITY shall obtain, with guidance from the ENGINEER, reviews, approvals, and permits from all governmental authorities having jurisdiction to approve all phases of the project designed or specified by the ENGINEER and such reviews, approvals, and consents from others as may be necessary for completion of each phase of the project.
8. The CITY shall provide, as required for the project:
 - a. accounting, bond, and financial advisory and insurance counseling services;
 - b. legal services with regard to issues pertaining to the project as the CITY requires, the Contractor raises, or the ENGINEER reasonably requests; and
 - c. such auditing services as the CITY requires to ascertain how or for what purpose the Contractor has used the monies paid.
9. The CITY shall advise the ENGINEER in a timely manner of the identity and scope of services of any independent consultants employed by the CITY to perform or furnish services in regard to the project.
10. The CITY shall attend the Pre-Bid Conference, Bid Opening, Pre-Construction Conferences, construction progress, and other job-related meetings and Substantial Completion, final payment, and warranty inspections.

SECTION C - COMPENSATION FOR ENGINEERING SERVICES

1. The CITY and ENGINEER will select one of two compensation methods for each task order:
 - a. The CITY shall compensate the ENGINEER in a lump sum amount for each TASK ORDER element so designated. If, during the course of the work, the scope of the work should substantially change, the CITY and the ENGINEER shall review and amend this section of the contract as necessary.
 - b. The CITY shall compensate the ENGINEER on a time and materials not to exceed basis according to the ENGINEER's current fee schedule (Attachment A; adjusted annually) for each TASK ORDER so designated. If, during the course of the work, the scope of the work should substantially change, the CITY and the ENGINEER shall review and amend this section of the contract as necessary.
2. Direct reimbursable expenses shall include, but not be limited to, such direct job costs as the cost of travel, subsistence, lodging, document printing, outside consultants, special tests and services of special consultants, etc. Direct reimbursable expenses may include a 10 percent additional fee to cover handling, overhead, insurance costs, etc. Mileage shall be charged at the standard IRS rate. There shall be no charge for secretarial services, telephone calls, and postage.
3. The CITY agrees to pay the ENGINEER for the services provided in accordance with this Agreement on a monthly basis for the services actually provided. The ENGINEER will render to the CITY an itemized bill no more than once each month, for compensation for such services performed hereunder, the same to be due and payable by the CITY to the ENGINEER.

Past due amounts owed shall include a service fee charge of 10 percent annual interest beginning the 60th day after the date of billing. The ENGINEER may suspend work under this Agreement until the account is paid in full. In the event suit is brought or an attorney is retained by either party to this Agreement to enforce the terms of this Agreement or to collect any moneys due hereunder, the prevailing party shall be entitled to recover reimbursement for reasonable attorney's fees, court costs, costs of investigation and other related expenses incurred in connection therewith in addition to any other available remedies.

SECTION D - GENERAL PROVISIONS

1. Approval of this Agreement by the CITY and the ENGINEER will serve as written authorization for the ENGINEER to proceed with the services called for in subsequent executed TASK ORDERS.
2. Neither party shall hold the other responsible for damages or delay in performance caused by acts of God, strikes, lockouts, accidents, or other events beyond the control of the other or the other's employees and agents.
3. In the event any provisions of this Agreement shall be held to be invalid and unenforceable, the remaining provisions shall be valid and binding upon the parties. One or more waivers by either party of any provisions, term, condition, or covenant shall not be construed by the other party as a waiver of a subsequent breach of the same by the other party.
4. The ENGINEER intends to render his services under this Agreement in accordance with generally accepted professional practices for the intended use of the projects. The ENGINEER shall be responsible for the professional quality, technical accuracy, timely completion, and coordination of all designs, drawings, specifications, reports, and other services furnished by the ENGINEER under this Agreement. The ENGINEER shall, without additional compensation, correct or revise any errors, omissions, or other deficiencies in his designs, Drawings, Specifications, reports, and other services.
5. Any opinion of the probable construction cost or probable total project cost prepared by the ENGINEER represents his judgment as a design professional and is supplied for the general guidance of the CITY. Since the ENGINEER has no control over the cost of labor and material, or over competitive bidding or market conditions, the ENGINEER does not guarantee the accuracy of such opinions as compared to Contractor bids or actual cost to the CITY.
6. This Agreement is to be binding on the heirs, successors, and assigns of the parties hereto and is not to be assigned by either party without first obtaining the written consent of the other.
7. This Agreement represents the entire and integrated agreement between the CITY and the ENGINEER for engineering services and supersedes all prior negotiation, representations, or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the CITY and the ENGINEER.
8. Original documents, survey notes, tracings and the like, except those furnished to the ENGINEER by the CITY, are and shall remain the property of the ENGINEER except as otherwise provided in Section 12 of this Agreement. Documents, including Plans and Specifications prepared under this Agreement, are instruments of service of the ENGINEER. Reuse of any of the Plans and

Specifications that may be developed during the projects by the CITY on extensions of projects or on any other project without the written permission of the ENGINEER shall be at the CITY's risk. The CITY agrees to defend, indemnify, and hold harmless the ENGINEER from all claims, damages, and expenses including attorneys' fees arising out of such reuse of the ENGINEER's instruments of service by the CITY. The ENGINEER shall make available to the CITY, when requested, all documents, Plans, pictures, etc., that are prepared as part of the ENGINEER's services under this Agreement. In addition to furnishing documents and copies of documents on projects, the ENGINEER agrees to furnish copies of the full-sized drawings in an AutoCADD digital format to be designated by the CITY. The ENGINEER shall be permitted to remove all indicia of its ownership and/or involvement from electronic records. The CITY acknowledges the ENGINEER's project documents as instruments of professional service. Nevertheless, all documents including signed and sealed record drawings, specifications, reports, and supporting documents provided or furnished by the ENGINEER pursuant to this Agreement are instruments of service in respect of the project and shall become the property of the CITY upon payment to the ENGINEER of compensation as set forth herein. There will be no cost for these documents except for labor, reproduction, and copying costs. The ENGINEER may retain copies of documents for their records.

9. There are no third party beneficiaries of this Agreement between the CITY and the ENGINEER and no third party shall be entitled to rely upon any work performed or reports prepared by the ENGINEER hereunder.
10. Neither the CITY nor the ENGINEER shall delegate his duties under this Agreement without the written consent of the other.
11. The CITY reserves the right to request replacement of any Project Representatives furnished by the ENGINEER.
12. The CITY may, by written notice to the ENGINEER, terminate this Agreement in whole or in part any time, without cause, or for the default of ENGINEER. Upon such termination, all data, drawings, specifications, reports, estimates, summaries, and such other information and materials as may have been accumulated by the ENGINEER in the exclusive performance of this Agreement shall, in the manner and to the extent determined by the CITY, become the property of and be delivered to the CITY.

If the termination is without cause by the CITY, an equitable adjustment in the Agreement price shall be made by agreement between ENGINEER and the CITY in the compensation to be paid ENGINEER under this Agreement, but no amount shall be allowed for anticipated profit or unperformed services. Either party may do so by giving written notice to the other of its intent to terminate this Agreement for substantial failure to perform according to this Agreement, which written notice shall specify the failure and demand correction or remedy thereof in ten (10) days. In the event of failure to remedy or correct in ten (10) days, this Agreement may be terminated in writing at the option of the party giving the prior notice.

The rights and remedies of the Owner provided in this Section are in addition to any other rights and remedies provided by law or under this Agreement.

13. Unless otherwise specified within this Agreement, this Agreement shall be governed by the laws of the State of Washington.
14. The ENGINEER shall acquire and maintain statutory Worker's Compensation insurance coverage, employer's liability, and comprehensive general liability insurance coverage.
15. The CITY shall purchase and maintain property insurance upon the work to the full insurable value thereof. The insurance shall insure against the perils of fire and extended coverage, shall include "all risk" insurance for physical loss and damage including theft, vandalism, and malicious mischief, collapse and water damage, boiler and machinery insurance or additional property insurance, all as may be appropriate for the project. The ENGINEER shall have, and maintain through the Contract period, insurance and benefits in the following minimum requirement:

Professional liability and commercial general liability (bodily injury and property damage) insurance, with each policy having maximum limits of not less than \$1,000,000 and provide evidence of such insurance in a form acceptable to CITY.
16. The CITY and the ENGINEER acknowledge that changes may be required as the result of possible omissions, ambiguities, or inconsistencies in the Plans and Specifications or changes that are identified during construction which will result in an overall better end project for the CITY, or changes which are necessary due to unusual field conditions, or construction circumstances beyond the control of the CITY, ENGINEER, or Contractor. As a consequence of the above, the CITY realizes that the Construction Contractor may be entitled to additional payment. The CITY agrees to set up a reserve in the project budget to be used as required to make additional payments to the Construction Contractor with respect to such changes. When additional payments are due to the Contractor, they will be made in accordance with an approved Change Order.
17. The ENGINEER shall comply with all applicable provisions of the Regulations of the U.S. Department of Commerce (Part 8 of Subtitle 15 of the Code of Federal Regulations) issued pursuant to the Civil Rights Act of 1964, in regard to nondiscrimination in employment because of race, religion, color, sex, or national origin. The ENGINEER shall comply with applicable federal, state, and local laws, rules, and regulations concerning Equal Employment Opportunity.
18. To the fullest extent permitted by law, the ENGINEER shall indemnify and hold harmless the CITY, the CITY's officers, directors, partners, and employees from and against any and all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) caused by the negligent acts or omissions of the ENGINEER or the ENGINEER's officers, directors, partners, employees, agents, and the ENGINEER's Consultants in the performance and furnishing of the ENGINEER's services under this Agreement.
19. To the fullest extent permitted by law, the CITY shall indemnify and hold harmless the ENGINEER, the ENGINEER's officers, directors, partners, employees, and agents and the ENGINEER's Consultants from and against any and all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) caused by the negligent acts or

omissions of the CITY or the CITY's officers, directors, partners, employees, and the CITY's Consultants with respect to this Agreement or the project.

20. ENGINEER shall protect, hold free and harmless, defend and pay on behalf of the CITY (including its mayor, council members, and employees) all liability, penalties, costs, losses, damage, expense, causes of action, claims, or judgments, (including attorney's fees) resulting from injury or death, sustained by any person (including ENGINEER's employees) or damage to property of any kind which injury, death, or damage arises out of or is in any way connected with ENGINEER's performance of this contract. ENGINEER's hold harmless agreement shall apply to any act or omission, willful misconduct or negligence whether passive or active, on the part of ENGINEER (its agents or employees); except, that this Agreement shall not be applicable to injury, death, or damage to property or persons arising from negligence or willful misconduct, whether passive or inactive, of CITY.

This Agreement is executed in duplicate the day and year written at the beginning of this Agreement.

CITY:

ENGINEER:

City of Dayton, Washington

Anderson Perry & Associates, Inc.

By _____

By  _____

Name _____

Name Jake Hollopeter, P.E.

Title _____

Title Vice President



ATTACHMENT A HOURLY FEE SCHEDULE

Revised May 2022

PROFESSIONAL TECHNICAL STAFF

TECHNICIANS

Technician I	\$ 65.00
Technician II	\$ 75.00
Technician III	\$ 80.00
Technician IV	\$ 90.00
Technician V	\$ 95.00
Technician VI	\$100.00
Technician VII	\$105.00
Senior Technician I	\$110.00
Senior Technician II	\$120.00
Senior Technician III	\$125.00
Senior Technician IV	\$135.00
Senior Technician V	\$145.00
Senior Technician VI	\$155.00
Senior Technician VII	\$165.00
Senior Technician VIII	\$170.00
Senior Technician IX	\$185.00

ENGINEERING

Engineering Technician I	\$105.00
Engineering Technician II	\$110.00
Engineering Technician III	\$115.00
Staff Engineer I	\$120.00
Staff Engineer II	\$125.00
Project Engineer I	\$130.00
Project Engineer II	\$135.00
Project Engineer III	\$145.00
Project Engineer IV	\$150.00
Project Engineer V	\$155.00
Project Engineer VI	\$165.00
Project Engineer VII	\$170.00
Senior Engineer I	\$175.00
Senior Engineer II	\$180.00
Senior Engineer III	\$185.00
Senior Engineer IV	\$190.00
Senior Engineer V	\$200.00
Senior Engineer VI	\$205.00
Senior Engineer VII	\$210.00
Senior Engineer VIII	\$225.00

ARCHAEOLOGY

Archaeological Technician I	\$ 60.00
Archaeological Technician II	\$ 70.00
Staff Archaeologist I	\$ 75.00
Staff Archaeologist II	\$ 80.00
Project Archaeologist I	\$ 85.00
Senior Archaeologist I	\$105.00
Senior Archaeologist II	\$120.00

PROJECT REPRESENTATIVES

Project Representative I	\$ 95.00
Project Representative II	\$100.00
Project Representative III	\$105.00
Project Representative IV	\$110.00

OVERTIME

Overtime Surcharge	\$ 35.00
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SURVEYORS AND CREWS

Survey Technician I	\$ 70.00
Survey Technician II	\$ 85.00
Survey Technician III	\$ 90.00
Survey Crew Chief I	\$ 95.00
Survey Crew Chief II	\$100.00
Survey Crew Chief III	\$110.00
Survey Crew Chief IV	\$140.00

Professional Land Surveyor I	\$130.00
Professional Land Surveyor II ...	\$140.00
Professional Land Surveyor III ..	\$155.00
Professional Land Surveyor IV ..	\$175.00
Professional Land Surveyor V ..	\$185.00
GPS Total Station	\$ 40.00
Robotic Survey Station	\$ 30.00

Total Station	\$ 25.00
ATV (4-hour minimum)	\$ 32.00
Resource Grade GPS	\$ 22.00
Electrofisher	\$ 25.00
Unmanned Aircraft System (UAS/Drone)	\$ 45.00
GIS RTK GPS/GNSS Unit	\$ 32.00

OUT OF TOWN WORK

Mileage will be charged at the applicable IRS rate for vehicles, which is \$0.585 per mile for standard highway vehicles as of January 1, 2022. Mileage will be charged at \$0.75 per mile for vans and pickup trucks. Subsistence will be charged either per diem or actual cost, per contract. Lodging will be billed at actual cost.

OTHER

Other miscellaneous, direct, and outside expenses, including special Consultants, will be charged at actual cost plus 10%.

Expert Witness will be charged at two times the standard hourly rate.

All accounts unpaid 30 days after date of invoice may be charged a service fee of 1.0% per month.

This Hourly Fee Schedule is revised annually on or around March 1.



STATE OF WASHINGTON
DEPARTMENT OF ECOLOGY

Eastern Region Office

4601 North Monroe St., Spokane, WA 99205-1295 • 509-329-3400

May 31, 2022

The Honorable Zac Weatherford
City of Dayton
111 South First Street
Dayton, WA 99328

RE: NPDES Permit Number WA0020729 for the City of Dayton
Compliance with Washington State Surface Water Quality Standards

Dear Mayor Weatherford:

This letter summarizes Ecology's understanding of the City of Dayton's (Dayton) progress to comply with the state Surface Water Quality Standards (SWQS) for the Touchet River. This letter also communicates Ecology's intent to re-issue a National Pollutant Discharge Elimination System (NPDES) permit to Dayton and the actions Dayton needs to accomplish in the next several months as part of reapplication for permit coverage.

The specific water quality limits that Dayton is required to meet are described in Ecology's Walla Walla Watershed Water Quality Implementation Plan, published in 2008. Typically the deadlines for compliance are set for ten years from the date that Ecology re-issues the next permit. Dayton's NPDES permit was re-issued in 2011 for a maximum term of five years. The deadlines that extended past the five-year term are defined as milestones in the permit until a new permit can be re-issued.

In addition, in January of 2021 Ecology published the Walla Walla River Basin Water Quality Effectiveness Monitoring Report. The data collected and summarized in this report shows that Dayton's WWTP continues to discharge effluent that violates state SWQS.

Dayton's Work Summary

Since the last permit re-issuance in 2011, Dayton worked with Ecology to plan, design and construct an upgrade to the Wastewater Treatment Plant (WWTP) to meet SWQS. The City of Dayton:

- submitted a Facilities Plan with an identified preferred alternative, which Ecology approved in 2017.

- worked with the Washington Water Trust and the Confederated Tribes of the Umatilla Indian Reservation since 2019 to evaluate the feasibility of a wetlands alternative, which when compared to other alternatives promises to:
 - require less land
 - cost less for capital investment and ongoing maintenance
 - achieve watershed goals of keeping treated water in connection with the Touchet River.
 - comply with SWQS.

The City of Dayton also:

- received Ecology concurrence to proceed with the wetlands alternative.
- identified properties that met feasibility criteria and moved forward with property acquisition for the wetlands alternative.
- decided not to move forward with purchase of a viable property for the wetlands alternative.
- started discussions of looking into other upgrade alternatives and possibly going back to revisit the first stages of planning.

Path Forward

If Dayton wishes to begin exploring more alternatives than have already been documented in the approved Facilities Plan, the Feasibility Report, and other reports prepared regarding the wetlands alternative proposal, then Dayton must submit a new Facilities Plan or an amendment to the approved Facility Plan for Ecology review and approval.

Ecology started drafting the Dayton's next permit that will include a compliance schedule to meet SWQS as soon as possible. As part of this work:

1. Dayton must reapply for permit coverage, since the previously accepted NPDES permit application is over five years old. That form and the requirements will be sent to Dayton in a separate letter that will follow and will include a due date for the submittal.
2. Dayton needs to formally request an extension of time for meeting surface water quality standards, describing how the request meets the requirements in the Washington Administrative Code (WAC) 173-201A-510(4)(e), described as follows:

When an approved total maximum daily load has established waste load allocations for permitted dischargers, the department may authorize a compliance schedule longer than ten years if:

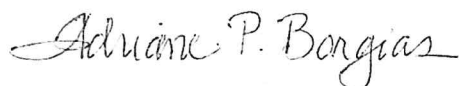
- (i) The permittee is not able to meet its waste load allocation in the TMDL solely by controlling and treating its own effluent;

The Honorable Zac Weatherford
May 31, 2022
Page 3

- (ii) The permittee has made significant progress to reduce pollutant loading during the term of the permit;
- (iii) The permittee is meeting all of its requirements under the TMDL as soon as possible; and
- (iv) Actions specified in the compliance schedule are sufficient to achieve water quality standards as soon as possible.

Please respond to this letter within the next 30 days and inform Ecology on how Dayton plans to move forward. We are committed to working with the City of Dayton in its efforts to complete an upgrade to Dayton's WWTP.

Sincerely,



Adriane P. Borgias
Water Quality Section Manager
Eastern Regional Office

APB:red

cc: Brook Beeler, Ecology Eastern Region Office Director
Anton Chiono, CTUIR
Sarah Dymecki, Washington Water Trust
Jake Hollopeter, Anderson Perry & Associates
Cynthia Wall Fuller, Department of Commerce – Small Communities Initiative
Art Jenkins, Water Quality Permit Unit Supervisor
Lucy Peterschmidt, Water Quality Permit Manager

