



**DAYTON CITY COUNCIL**

111 S. 1<sup>st</sup> Street, Dayton, WA 99328

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**PRELIMINARY AGENDA**  
REGULAR MEETING  
Monday, **April 10, 2017**  
**7:00 p.m.**  
*Craig George, Mayor*

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1. **CALL TO ORDER**
  - A. Roll Call
2. **CONSENT AGENDA - Action**
  - A. Approve Council Minutes
  - B. Voucher Warrants as audited by the Finance Committee
  - C. Payroll Warrants
3. **SPECIAL GUESTS AND PUBLIC COMMENT**
4. **COMMITTEE/BOARD/COMMISSION REPORTS**
5. **REPORTS OF CITY OFFICERS**
6. **UNFINISHED BUSINESS**
7. **NEW BUSINESS**
  - A. ACTION: Award S. 1<sup>st</sup> Street Reconstruction Contract to the lowest, responsive bidder, POW Contracting, for an amount not to exceed \$1,167,431.32
  - B. ACTION: Authorize the Transportation Improvement Board Supplement Consultant Agreement: Construction Phase of the S. 1<sup>st</sup> Street Reconstruction Project, with Anderson Perry & Associates, Inc., not to exceed \$85,000
  - C. ACTION: Authorize the Transportation Improvement Board Supplement Consultant Agreement: Construction Phase of the W. Main Street Sidewalk Project, with Anderson Perry & Associates, Inc. not to exceed \$24,000
  - D. ACTION: Approve to accept the Department of Ecology's Shoreline Master Program approval
  - E. ACTION: Authorize City's support of the 14<sup>th</sup> Annual 3<sup>rd</sup> Street Sale
8. **FINAL PUBLIC COMMENT**
9. **ADJOURN**

Anderson Perry & Associates, Inc.  
 PO Box 1687  
 Walla Walla, WA 99362

**BID TABULATION**

**City of Dayton**

**South 1st St. Reconstruction and Oak St./South 2nd St. Water Main Replacement**

Owner: City of Dayton  
 111 South 1st Street  
 Dayton, WA 99328

Bid Opening: 11:00 a.m., March 29, 2017				<i>Engineer's Estimate</i>		<i>POW Contracting (1/5)</i>		<i>Culbert Construction, Inc. (2/5)</i>	
<i>Item</i>	<i>Description</i>	<i>Unit</i>	<i>Quantity</i>	<i>Unit Price</i>	<i>Total</i>	<i>Unit Price</i>	<i>Total</i>	<i>Unit Price</i>	<i>Total</i>
<b>SCHEDULE A - STREET/STORM SEWER (TIB ELIGIBLE)</b>									
1	Mobilization (Schedule A)	LS	All Req'd	\$45,000.00	\$45,000.00	\$73,000.00	\$73,000.00	\$77,524.74	\$77,524.74
2	Project Temporary Traffic Control	LS	All Req'd	15,000.00	15,000.00	15,000.00	15,000.00	11,801.89	11,801.89
3	Removal of Structures and Obstructions	LS	All Req'd	10,000.00	10,000.00	10,000.00	10,000.00	25,224.56	25,224.56
4	Removal of Cement Concrete Sidewalks and Driveways	SY	2,050	10.00	20,500.00	2.00	4,100.00	5.95	12,197.50
5	Removal of Cement Concrete Curb and Gutter/Curb	LF	3,320	4.00	13,280.00	3.00	9,960.00	2.68	8,897.60
6	Unsuitable Foundation Excavation, Incl. Haul (Storm Sewer)	CY	300	30.00	9,000.00	75.00	22,500.00	23.49	7,047.00
7	Unsuitable Foundation Excavation, Incl. Haul (Street)	CY	100	30.00	3,000.00	75.00	7,500.00	23.49	2,349.00
8	Roadway Excavation, Incl. Haul	CY	700	15.00	10,500.00	12.00	8,400.00	16.76	11,732.00
9	Embankment Compaction, Incl. Haul	CY	220	12.00	2,640.00	24.00	5,280.00	3.70	814.00
10	Crushed Surfacing	CY	330	30.00	9,900.00	55.00	18,150.00	53.14	17,536.20
11	Cement Treated Base	CY	2,200	18.00	39,600.00	20.50	45,100.00	15.26	33,572.00
12	Portland Cement for Cement Treated Base	TON	160	180.00	28,800.00	175.00	28,000.00	165.72	26,515.20
13	Asphalt for Fog Seal	TON	6	800.00	4,800.00	875.00	5,250.00	922.39	5,534.34
14	Commercial HMA Cl. 1/2 In. PG 64-28	TON	1,600	90.00	144,000.00	99.00	158,400.00	100.95	161,520.00
15	Solid Wall PVC Storm Sewer Pipe, 4-In. Diam.	LF	20	30.00	600.00	21.00	420.00	51.75	1,035.00
16	Solid Wall PVC Storm Sewer Pipe, 8-In. Diam.	LF	950	30.00	28,500.00	24.00	22,800.00	27.03	25,678.50
17	Solid Wall PVC Storm Sewer Pipe, 18-In. Diam.	LF	50	50.00	2,500.00	35.00	1,750.00	45.33	2,266.50
18	Solid Wall PVC Storm Sewer Pipe, 24-In. Diam.	LF	50	60.00	3,000.00	55.00	2,750.00	60.23	3,011.50
19	C-900 PVC Storm Sewer Pipe, 8-In. Diam.	LF	130	50.00	6,500.00	28.00	3,640.00	30.79	4,002.70
20	Catch Basin, Type 1	EA	19	1,000.00	19,000.00	950.00	18,050.00	1,233.98	23,445.62
21	Storm Drain Manhole, 48-In. Diam.	EA	3	1,800.00	5,400.00	1,850.00	5,550.00	2,135.05	6,405.15
22	Infiltration Gallery	EA	4	6,000.00	24,000.00	6,850.00	27,400.00	4,492.97	17,971.88
23	Sanitary Sewer Manhole Frame and Cover	EA	5	500.00	2,500.00	350.00	1,750.00	496.33	2,481.65
24	Potholing All Connections and Known Utility Crossings (Storm Sewer)	LS	All Req'd	1,000.00	1,000.00	5,000.00	5,000.00	1,266.44	1,266.44
25	Additional Potholing (Storm Sewer)	HR	5	100.00	500.00	350.00	1,750.00	158.31	791.55
26	Trench Excavation Safety System (Storm Sewer)	LS	All Req'd	1,000.00	1,000.00	150.00	150.00	3,930.44	3,930.44
27	Connection to Existing Storm Drain, 4-In. Diam.	EA	1	200.00	200.00	250.00	250.00	267.58	267.58
28	Connection to Existing Storm Drain, 18-In. Diam.	EA	1	500.00	500.00	750.00	750.00	713.97	713.97
29	Connection to Existing Storm Drain, 24-In. Diam.	EA	1	600.00	600.00	950.00	950.00	793.77	793.77
30	Connection to Existing Catch Basin	EA	2	500.00	1,000.00	450.00	900.00	340.59	681.18
31	Storm Service Line Connection	EA	1	500.00	500.00	500.00	500.00	433.69	433.69
32	ESC Lead	DAY	14	100.00	1,400.00	50.00	700.00	34.79	487.06

**BID TABULATION**  
**City of Dayton**

**South 1st St. Reconstruction and Oak St./South 2nd St. Water Main Replacement**

Bid Opening: 11:00 a.m., March 29, 2017				<i>Engineer's Estimate</i>		<i>POW Contracting (1/5)</i>		<i>Culbert Construction, Inc. (2/5)</i>	
<i>Item</i>	<i>Description</i>	<i>Unit</i>	<i>Quantity</i>	<i>Unit Price</i>	<i>Total</i>	<i>Unit Price</i>	<i>Total</i>	<i>Unit Price</i>	<i>Total</i>
<b>SCHEDULE A - STREET/STORM SEWER (TIB ELIGIBLE) (CONT.)</b>									
33	Erosion Control and Water Pollution Prevention	LS	All Req'd	\$2,000.00	\$2,000.00	\$1,500.00	\$1,500.00	\$3,228.56	\$3,228.56
34	Sod Installation	SY	1,400	10.00	14,000.00	8.00	11,200.00	5.64	7,896.00
35	Streambed Sediment	SY	80	15.00	1,200.00	50.00	4,000.00	25.62	2,049.60
36	Crushed Screening	SY	180	15.00	2,700.00	50.00	9,000.00	41.00	7,380.00
37	Topsoil Type A	CY	600	20.00	12,000.00	25.00	15,000.00	35.87	21,522.00
38	PSIPE-Shrub, 3 Gal.	EA	50	20.00	1,000.00	55.00	2,750.00	46.12	2,306.00
39	Irrigation System Repair	FA	1	15,000.00	15,000.00	15,000.00	15,000.00	15,000.00	15,000.00
40	Irrigation System - City Hall	LS	All Req'd	1,000.00	1,000.00	1,500.00	1,500.00	4,970.67	4,970.67
41	Schedule 40 PVC Sleeve, 4-In. Diam.	LF	300	10.00	3,000.00	12.00	3,600.00	8.90	2,670.00
42	Cement Concrete Traffic Curb and Gutter	LF	3,600	15.00	54,000.00	11.50	41,400.00	13.85	49,860.00
43	Cement Concrete Valley Gutter	LF	20	25.00	500.00	100.00	2,000.00	107.18	2,143.60
44	Cement Concrete Pedestrian Curb	LF	110	15.00	1,650.00	25.00	2,750.00	15.40	1,694.00
45	Cement Concrete Driveway	SY	790	55.00	43,450.00	55.00	43,450.00	62.42	49,311.80
46	Cement Concrete Sidewalk	SY	2,500	40.00	100,000.00	35.00	87,500.00	41.82	104,550.00
47	Cement Concrete Sidewalk Ramp	EA	22	1,200.00	26,400.00	1,150.00	25,300.00	1,070.43	23,549.46
48	Flag Pole and Illumination	LS	All Req'd	7,000.00	7,000.00	3,500.00	3,500.00	12,135.88	12,135.88
49	Permanent Signing	LS	All Req'd	4,000.00	4,000.00	1,500.00	1,500.00	3,074.64	3,074.64
50	Paint Line	LF	1,900	2.00	3,800.00	1.00	1,900.00	0.67	1,273.00
51	Wide Line	LF	510	4.00	2,040.00	2.00	1,020.00	1.02	520.20
52	Plastic Stop Line	LF	160	10.00	1,600.00	10.00	1,600.00	9.22	1,475.20
53	Painted Traffic Arrow Type 7S	EA	2	250.00	500.00	250.00	500.00	51.24	102.48
54	Painted Traffic Arrow Type 1S	EA	2	250.00	500.00	250.00	500.00	51.24	102.48
55	Painted Handicap Parking Symbol	EA	2	300.00	600.00	250.00	500.00	153.73	307.46
56	Minor Change	FA	1	10,000.00	10,000.00	10,000.00	10,000.00	10,000.00	10,000.00
<b>Schedule A Total</b>					<b>\$762,660.00</b>		<b>\$792,670.00</b>		<b>\$825,053.24</b>

**BID TABULATION**  
**City of Dayton**

**South 1st St. Reconstruction and Oak St./South 2nd St. Water Main Replacement**

Bid Opening: 11:00 a.m., March 29, 2017				<i>Engineer's Estimate</i>		<i>POW Contracting (1/5)</i>		<i>Culbert Construction, Inc. (2/5)</i>	
<i>Item</i>	<i>Description</i>	<i>Unit</i>	<i>Quantity</i>	<i>Unit Price</i>	<i>Total</i>	<i>Unit Price</i>	<i>Total</i>	<i>Unit Price</i>	<i>Total</i>
<b>SCHEDULE B - SANITARY SEWER</b>									
1	Mobilization (Schedule B)	LS	All Req'd	\$5,000.00	\$5,000.00	\$3,500.00	\$3,500.00	\$508.32	\$508.32
2	Unsuitable Foundation Excavation, Incl. Haul	CY	100	30.00	3,000.00	75.00	7,500.00	22.03	2,203.00
3	Trench Excavation Safety System (Sanitary Sewer)	LS	All Req'd	1,000.00	1,000.00	250.00	250.00	405.83	405.83
4	PVC Sanitary Sewer Service Pipe, 4-In. Diam.	LF	1,120	40.00	44,800.00	24.00	26,880.00	26.06	29,187.20
5	PVC Sanitary Sewer Pipe Repair, 8-In. Diam.	LF	20	100.00	2,000.00	50.00	1,000.00	109.40	2,188.00
6	Sewer Service Line Connection	EA	23	500.00	11,500.00	450.00	10,350.00	351.48	8,084.04
7	Confirmation of Live Sewer Service Lines	EA	27	300.00	8,100.00	100.00	2,700.00	342.49	9,247.23
8	Sanitary Sewer Cleanout - New Service	EA	22	500.00	11,000.00	550.00	12,100.00	235.64	5,184.08
9	Sanitary Sewer Cleanout - Existing Service	EA	5	800.00	4,000.00	575.00	2,875.00	348.76	1,743.80
<b>Schedule B Subtotal</b>					<b>\$90,400.00</b>		<b>\$67,155.00</b>		<b>\$58,751.50</b>
<b>Schedule B Sales Tax (8.3%)</b>					<b>\$7,503.20</b>		<b>\$5,573.87</b>		<b>\$4,876.37</b>
<b>Schedule B Total</b>					<b>\$97,903.20</b>		<b>\$72,728.87</b>		<b>\$63,627.87</b>
<b>SCHEDULE C - WATER</b>									
1	Mobilization (Schedule C)	LS	All Req'd	\$15,000.00	\$15,000.00	\$5,000.00	\$5,000.00	\$1,020.76	\$1,020.76
2	Unsuitable Foundation Excavation, Incl. Haul	CY	300	30.00	9,000.00	75.00	22,500.00	21.80	6,540.00
3	Asphalt Surface Restoration (3-In. HMA/8-In. CSTC)	SY	240	40.00	9,600.00	52.50	12,600.00	65.74	15,777.60
4	Asphalt Surface Restoration (4-In. HMA/8-In. CSTC)	SY	300	45.00	13,500.00	68.00	20,400.00	73.72	22,116.00
5	Potholing All Connections and Known Utility Crossings (Water)	LS	All Req'd	1,000.00	1,000.00	3,500.00	3,500.00	1,266.44	1,266.44
6	Additional Potholing (Water)	HR	5	100.00	500.00	350.00	1,750.00	158.31	791.55
7	Trench Excavation Safety System (Water)	LS	All Req'd	3,000.00	3,000.00	250.00	250.00	811.65	811.65
8	Connect to Existing Water Main, 4-In. to 6-In.	EA	4	500.00	2,000.00	400.00	1,600.00	1,342.37	5,369.48
9	Connect to Existing Water Main, 8-In. to 10-In.	EA	5	800.00	4,000.00	600.00	3,000.00	1,443.32	7,216.60
10	PVC Pipe for Water Main, 4-In. Diam.	LF	50	30.00	1,500.00	25.00	1,250.00	31.58	1,579.00
11	PVC Pipe for Water Main, 6-In. Diam.	LF	200	40.00	8,000.00	28.00	5,600.00	29.93	5,986.00
12	PVC Pipe for Water Main, 8-In. Diam.	LF	2,200	30.00	66,000.00	29.00	63,800.00	22.24	48,928.00
13	PVC Pipe for Water Main, 10-In. Diam.	LF	20	50.00	1,000.00	60.00	1,200.00	72.03	1,440.60
14	PVC Pipe for Water Main, 12-In. Diam.	LF	890	50.00	44,500.00	39.00	34,710.00	31.03	27,616.70
15	Gate Valve, 2-In. Diam.	EA	2	600.00	1,200.00	650.00	1,300.00	463.86	927.72
16	Gate Valve, 4-In. Diam.	EA	1	800.00	800.00	700.00	700.00	633.48	633.48
17	Gate Valve, 6-In. Diam.	EA	1	900.00	900.00	975.00	975.00	775.94	775.94
18	Gate Valve, 8-In. Diam.	EA	15	1,200.00	18,000.00	1,100.00	16,500.00	1,064.85	15,972.75
19	Butterfly Valve, 12-In. Diam.	EA	4	1,500.00	6,000.00	1,350.00	5,400.00	1,176.14	4,704.56
20	Remove Existing Hydrant	EA	6	500.00	3,000.00	250.00	1,500.00	307.97	1,847.82

**BID TABULATION**  
**City of Dayton**

**South 1st St. Reconstruction and Oak St./South 2nd St. Water Main Replacement**

Bid Opening: 11:00 a.m., March 29, 2017				<i>Engineer's Estimate</i>		<i>POW Contracting (1/5)</i>		<i>Culbert Construction, Inc. (2/5)</i>	
<i>Item</i>	<i>Description</i>	<i>Unit</i>	<i>Quantity</i>	<i>Unit Price</i>	<i>Total</i>	<i>Unit Price</i>	<i>Total</i>	<i>Unit Price</i>	<i>Total</i>
<b>SCHEDULE C - WATER (CONT.)</b>									
21	Hydrant Assembly	EA	8	\$4,000.00	\$32,000.00	\$3,500.00	\$28,000.00	\$3,726.96	\$29,815.68
22	Water Meter, 1-In. Diam.	EA	2	1,000.00	2,000.00	1,250.00	2,500.00	1,453.26	2,906.52
23	Water Service Connection, 1-In. Diam.	EA	44	500.00	22,000.00	450.00	19,800.00	586.25	25,795.00
24	Water Service Connection, 2-In. Diam.	EA	3	600.00	1,800.00	650.00	1,950.00	457.70	1,373.10
25	Water Service Connection, 3-In. Diam.	EA	1	1,000.00	1,000.00	1,250.00	1,250.00	372.98	372.98
26	Water Service Line, 1-In. Diam.	LF	1,300	15.00	19,500.00	15.50	20,150.00	18.71	24,323.00
27	Water Service Line, 2-In. Diam.	LF	100	30.00	3,000.00	17.00	1,700.00	18.06	1,806.00
<b>Schedule C Subtotal</b>						<b>\$289,800.00</b>		<b>\$278,885.00</b>	<b>\$257,714.93</b>
<b>Schedule C Sales Tax (8.3%)</b>						<b>\$24,053.40</b>		<b>\$23,147.46</b>	<b>\$21,390.34</b>
<b>Schedule C Total</b>						<b>\$313,853.40</b>		<b>\$302,032.46</b>	<b>\$279,105.27</b>
<b>TOTAL BID (SCHEDULES A + B + C)</b>						<b>\$1,174,416.60</b>		<b>\$1,167,431.32</b>	<b>\$1,167,786.38</b>
<b>Total Shown on Bid Schedule</b>						<b>N/A</b>		<b>\$1,167,431.32</b>	<b>\$1,167,787.43</b>
<b>Difference</b>						<b>N/A</b>		<b>\$0.00</b>	<b>(\$1.05)</b>

**BID TABULATION**  
**City of Dayton**

**South 1st St. Reconstruction and Oak St./South 2nd St. Water Main Replacement**

Bid Opening: 11:00 a.m., March 29, 2017				<i>Scout Lake Construction, Inc.</i> (3/5)		<i>Humbert Asphalt, Inc.</i> (4/5)		<i>Apollo, Inc.</i> (5/5)	
<i>Item</i>	<i>Description</i>	<i>Unit</i>	<i>Quantity</i>	<i>Unit Price</i>	<i>Total</i>	<i>Unit Price</i>	<i>Total</i>	<i>Unit Price</i>	<i>Total</i>
<b>SCHEDULE A - STREET/STORM SEWER (TIB ELIGIBLE)</b>									
1	Mobilization (Schedule A)	LS	All Req'd	\$81,280.00	\$81,280.00	\$119,500.00	\$119,500.00	\$121,000.00	\$121,000.00
2	Project Temporary Traffic Control	LS	All Req'd	14,000.00	14,000.00	10,000.00	10,000.00	7,000.00	7,000.00
3	Removal of Structures and Obstructions	LS	All Req'd	42,130.00	42,130.00	10,000.00	10,000.00	45,000.00	45,000.00
4	Removal of Cement Concrete Sidewalks and Driveways	SY	2,050	5.91	12,115.50	12.00	24,600.00	8.75	17,937.50
5	Removal of Cement Concrete Curb and Gutter/Curb	LF	3,320	4.66	15,471.20	5.00	16,600.00	4.85	16,102.00
6	Unsuitable Foundation Excavation, Incl. Haul (Storm Sewer)	CY	300	12.13	3,639.00	50.00	15,000.00	27.80	8,340.00
7	Unsuitable Foundation Excavation, Incl. Haul (Street)	CY	100	10.92	1,092.00	50.00	5,000.00	31.00	3,100.00
8	Roadway Excavation, Incl. Haul	CY	700	10.85	7,595.00	25.00	17,500.00	25.00	17,500.00
9	Embankment Compaction, Incl. Haul	CY	220	58.89	12,955.80	10.00	2,200.00	10.50	2,310.00
10	Crushed Surfacing	CY	330	37.02	12,216.60	35.00	11,550.00	46.00	15,180.00
11	Cement Treated Base	CY	2,200	14.87	32,714.00	30.00	66,000.00	19.65	43,230.00
12	Portland Cement for Cement Treated Base	TON	160	174.80	27,968.00	200.00	32,000.00	175.00	28,000.00
13	Asphalt for Fog Seal	TON	6	163.88	983.28	900.00	5,400.00	1,043.00	6,258.00
14	Commercial HMA Cl. 1/2 In. PG 64-28	TON	1,600	108.23	173,168.00	98.00	156,800.00	107.00	171,200.00
15	Solid Wall PVC Storm Sewer Pipe, 4-In. Diam.	LF	20	61.59	1,231.80	50.00	1,000.00	17.50	350.00
16	Solid Wall PVC Storm Sewer Pipe, 8-In. Diam.	LF	950	17.77	16,881.50	35.00	33,250.00	20.30	19,285.00
17	Solid Wall PVC Storm Sewer Pipe, 18-In. Diam.	LF	50	54.02	2,701.00	50.00	2,500.00	38.30	1,915.00
18	Solid Wall PVC Storm Sewer Pipe, 24-In. Diam.	LF	50	59.46	2,973.00	75.00	3,750.00	54.25	2,712.50
19	C-900 PVC Storm Sewer Pipe, 8-In. Diam.	LF	130	20.06	2,607.80	55.00	7,150.00	24.65	3,204.50
20	Catch Basin, Type 1	EA	19	2,016.00	38,304.00	1,200.00	22,800.00	887.00	16,853.00
21	Storm Drain Manhole, 48-In. Diam.	EA	3	2,973.00	8,919.00	2,500.00	7,500.00	2,675.00	8,025.00
22	Infiltration Gallery	EA	4	4,830.00	19,320.00	8,000.00	32,000.00	9,175.00	36,700.00
23	Sanitary Sewer Manhole Frame and Cover	EA	5	512.00	2,560.00	500.00	2,500.00	435.00	2,175.00
24	Potholing All Connections and Known Utility Crossings (Storm Sewer)	LS	All Req'd	796.00	796.00	2,800.00	2,800.00	7,650.00	7,650.00
25	Additional Potholing (Storm Sewer)	HR	5	132.64	663.20	200.00	1,000.00	152.00	760.00
26	Trench Excavation Safety System (Storm Sewer)	LS	All Req'd	2,460.00	2,460.00	1,500.00	1,500.00	1.00	1.00
27	Connection to Existing Storm Drain, 4-In. Diam.	EA	1	419.00	419.00	500.00	500.00	422.00	422.00
28	Connection to Existing Storm Drain, 18-In. Diam.	EA	1	724.00	724.00	1,500.00	1,500.00	520.00	520.00
29	Connection to Existing Storm Drain, 24-In. Diam.	EA	1	830.00	830.00	1,800.00	1,800.00	833.00	833.00
30	Connection to Existing Catch Basin	EA	2	419.00	838.00	750.00	1,500.00	800.00	1,600.00
31	Storm Service Line Connection	EA	1	189.00	189.00	1,000.00	1,000.00	433.00	433.00
32	ESC Lead	DAY	14	612.00	8,568.00	100.00	1,400.00	27.50	385.00

**BID TABULATION**  
**City of Dayton**

**South 1st St. Reconstruction and Oak St./South 2nd St. Water Main Replacement**

Bid Opening: 11:00 a.m., March 29, 2017				<i>Scout Lake Construction, Inc.</i> (3/5)		<i>Humbert Asphalt, Inc.</i> (4/5)		<i>Apollo, Inc.</i> (5/5)	
<i>Item</i>	<i>Description</i>	<i>Unit</i>	<i>Quantity</i>	<i>Unit Price</i>	<i>Total</i>	<i>Unit Price</i>	<i>Total</i>	<i>Unit Price</i>	<i>Total</i>
<b>SCHEDULE A - STREET/STORM SEWER (TIB ELIGIBLE) (CONT.)</b>									
33	Erosion Control and Water Pollution Prevention	LS	All Req'd	\$18,560.00	\$18,560.00	\$2,000.00	\$2,000.00	\$7,750.00	\$7,750.00
34	Sod Installation	SY	1,400	9.83	13,762.00	12.00	16,800.00	9.90	13,860.00
35	Streambed Sediment	SY	80	27.31	2,184.80	35.00	2,800.00	27.50	2,200.00
36	Crushed Screening	SY	180	43.70	7,866.00	40.00	7,200.00	44.00	7,920.00
37	Topsoil Type A	CY	600	43.70	26,220.00	40.00	24,000.00	44.00	26,400.00
38	PSIPE-Shrub, 3 Gal.	EA	50	32.78	1,639.00	50.00	2,500.00	33.00	1,650.00
39	Irrigation System Repair	FA	1	15,000.00	15,000.00	15,000.00	15,000.00	15,000.00	15,000.00
40	Irrigation System - City Hall	LS	All Req'd	4,370.00	4,370.00	5,000.00	5,000.00	4,400.00	4,400.00
41	Schedule 40 PVC Sleeve, 4-In. Diam.	LF	300	12.79	3,837.00	10.00	3,000.00	8.80	2,640.00
42	Cement Concrete Traffic Curb and Gutter	LF	3,600	17.45	62,820.00	11.50	41,400.00	11.40	41,040.00
43	Cement Concrete Valley Gutter	LF	20	43.70	874.00	50.00	1,000.00	55.50	1,110.00
44	Cement Concrete Pedestrian Curb	LF	110	13.11	1,442.10	25.00	2,750.00	16.00	1,760.00
45	Cement Concrete Driveway	SY	790	54.63	43,157.70	45.00	35,550.00	49.85	39,381.50
46	Cement Concrete Sidewalk	SY	2,500	37.16	92,900.00	35.00	87,500.00	34.00	85,000.00
47	Cement Concrete Sidewalk Ramp	EA	22	1,201.75	26,438.50	1,200.00	26,400.00	937.00	20,614.00
48	Flag Pole and Illumination	LS	All Req'd	13,250.00	13,250.00	12,000.00	12,000.00	9,410.00	9,410.00
49	Permanent Signing	LS	All Req'd	3,280.00	3,280.00	8,000.00	8,000.00	3,295.00	3,295.00
50	Paint Line	LF	1,900	0.71	1,349.00	1.00	1,900.00	0.70	1,330.00
51	Wide Line	LF	510	1.09	555.90	2.00	1,020.00	1.10	561.00
52	Plastic Stop Line	LF	160	9.83	1,572.80	10.00	1,600.00	9.90	1,584.00
53	Painted Traffic Arrow Type 7S	EA	2	54.63	109.26	100.00	200.00	55.00	110.00
54	Painted Traffic Arrow Type 1S	EA	2	27.31	54.62	100.00	200.00	55.00	110.00
55	Painted Handicap Parking Symbol	EA	2	81.94	163.88	200.00	400.00	165.00	330.00
56	Minor Change	FA	1	10,000.00	10,000.00	10,000.00	10,000.00	10,000.00	10,000.00
<b>Schedule A Total</b>					<b>\$899,720.24</b>		<b>\$925,820.00</b>		<b>\$903,437.00</b>

**BID TABULATION**  
**City of Dayton**

**South 1st St. Reconstruction and Oak St./South 2nd St. Water Main Replacement**

Bid Opening: 11:00 a.m., March 29, 2017				<i>Scout Lake Construction, Inc.</i> (3/5)		<i>Humbert Asphalt, Inc.</i> (4/5)		<i>Apollo, Inc.</i> (5/5)	
<i>Item</i>	<i>Description</i>	<i>Unit</i>	<i>Quantity</i>	<i>Unit Price</i>	<i>Total</i>	<i>Unit Price</i>	<i>Total</i>	<i>Unit Price</i>	<i>Total</i>
<b>SCHEDULE B - SANITARY SEWER</b>									
1	Mobilization (Schedule B)	LS	All Req'd	\$9,600.00	\$9,600.00	\$500.00	\$500.00	\$1,000.00	\$1,000.00
2	Unsuitable Foundation Excavation, Incl. Haul	CY	100	12.33	1,233.00	50.00	5,000.00	27.80	2,780.00
3	Trench Excavation Safety System (Sanitary Sewer)	LS	All Req'd	2,460.00	2,460.00	2,700.00	2,700.00	1.00	1.00
4	PVC Sanitary Sewer Service Pipe, 4-In. Diam.	LF	1,120	37.21	41,675.20	38.00	42,560.00	41.00	45,920.00
5	PVC Sanitary Sewer Pipe Repair, 8-In. Diam.	LF	20	72.67	1,453.40	150.00	3,000.00	330.00	6,600.00
6	Sewer Service Line Connection	EA	23	1,334.67	30,697.41	675.00	15,525.00	990.00	22,770.00
7	Confirmation of Live Sewer Service Lines	EA	27	34.39	928.53	250.00	6,750.00	150.00	4,050.00
8	Sanitary Sewer Cleanout - New Service	EA	22	473.85	10,424.70	335.00	7,370.00	162.00	3,564.00
9	Sanitary Sewer Cleanout - Existing Service	EA	5	512.58	2,562.90	530.00	2,650.00	338.00	1,690.00
<b>Schedule B Subtotal</b>					<b>\$101,035.14</b>		<b>\$86,055.00</b>		<b>\$88,375.00</b>
<b>Schedule B Sales Tax (8.3%)</b>					<b>\$8,385.92</b>		<b>\$7,142.57</b>		<b>\$7,335.13</b>
<b>Schedule B Total</b>					<b>\$109,421.06</b>		<b>\$93,197.57</b>		<b>\$95,710.13</b>
<b>SCHEDULE C - WATER</b>									
1	Mobilization (Schedule C)	LS	All Req'd	\$30,700.00	\$30,700.00	\$900.00	\$900.00	\$10,000.00	\$10,000.00
2	Unsuitable Foundation Excavation, Incl. Haul	CY	300	12.13	3,639.00	50.00	15,000.00	27.80	8,340.00
3	Asphalt Surface Restoration (3-In. HMA/8-In. CSTC)	SY	240	65.32	15,676.80	65.00	15,600.00	72.00	17,280.00
4	Asphalt Surface Restoration (4-In. HMA/8-In. CSTC)	SY	300	74.93	22,479.00	68.00	20,400.00	89.00	26,700.00
5	Potholing All Connections and Known Utility Crossings (Water)	LS	All Req'd	4,245.00	4,245.00	5,000.00	5,000.00	1,530.00	1,530.00
6	Additional Potholing (Water)	HR	5	132.64	663.20	200.00	1,000.00	306.00	1,530.00
7	Trench Excavation Safety System (Water)	LS	All Req'd	1,966.50	1,966.50	1,350.00	1,350.00	1.00	1.00
8	Connect to Existing Water Main, 4-In. to 6-In.	EA	4	420.00	1,680.00	900.00	3,600.00	1,820.00	7,280.00
9	Connect to Existing Water Main, 8-In. to 10-In.	EA	5	665.00	3,325.00	1,000.00	5,000.00	2,475.00	12,375.00
10	PVC Pipe for Water Main, 4-In. Diam.	LF	50	39.90	1,995.00	70.00	3,500.00	48.60	2,430.00
11	PVC Pipe for Water Main, 6-In. Diam.	LF	200	51.59	10,318.00	40.00	8,000.00	28.00	5,600.00
12	PVC Pipe for Water Main, 8-In. Diam.	LF	2,200	28.89	63,558.00	38.00	83,600.00	34.00	74,800.00
13	PVC Pipe for Water Main, 10-In. Diam.	LF	20	100.44	2,008.80	75.00	1,500.00	102.00	2,040.00
14	PVC Pipe for Water Main, 12-In. Diam.	LF	890	38.67	34,416.30	55.00	48,950.00	63.50	56,515.00
15	Gate Valve, 2-In. Diam.	EA	2	686.53	1,373.06	775.00	1,550.00	769.00	1,538.00
16	Gate Valve, 4-In. Diam.	EA	1	885.91	885.91	1,000.00	1,000.00	810.00	810.00
17	Gate Valve, 6-In. Diam.	EA	1	1,082.56	1,082.56	1,500.00	1,500.00	1,132.00	1,132.00
18	Gate Valve, 8-In. Diam.	EA	15	1,373.89	20,608.35	1,525.00	22,875.00	1,232.00	18,480.00
19	Butterfly Valve, 12-In. Diam.	EA	4	1,410.31	5,641.24	1,600.00	6,400.00	1,373.00	5,492.00
20	Remove Existing Hydrant	EA	6	329.42	1,976.52	800.00	4,800.00	410.00	2,460.00



**BID TABULATION**  
**City of Dayton**

**South 1st St. Reconstruction and Oak St./South 2nd St. Water Main Replacement**

Bid Opening: 11:00 a.m., March 29, 2017				<i>Scout Lake Construction, Inc.</i> (3/5)		<i>Humbert Asphalt, Inc.</i> (4/5)		<i>Apollo, Inc.</i> (5/5)	
<i>Item</i>	<i>Description</i>	<i>Unit</i>	<i>Quantity</i>	<i>Unit Price</i>	<i>Total</i>	<i>Unit Price</i>	<i>Total</i>	<i>Unit Price</i>	<i>Total</i>
<b>SCHEDULE C - WATER (CONT.)</b>									
21	Hydrant Assembly	EA	8	\$4,793.75	\$38,350.00	\$3,500.00	\$28,000.00	\$4,018.00	\$32,144.00
22	Water Meter, 1-In. Diam.	EA	2	1,022.97	2,045.94	1,775.00	3,550.00	1,175.00	2,350.00
23	Water Service Connection, 1-In. Diam.	EA	44	379.89	16,715.16	620.00	27,280.00	740.00	32,560.00
24	Water Service Connection, 2-In. Diam.	EA	3	258.22	774.66	785.00	2,355.00	933.00	2,799.00
25	Water Service Connection, 3-In. Diam.	EA	1	203.60	203.60	1,000.00	1,000.00	537.00	537.00
26	Water Service Line, 1-In. Diam.	LF	1,300	33.58	43,654.00	13.00	16,900.00	19.00	24,700.00
27	Water Service Line, 2-In. Diam.	LF	100	24.14	2,414.00	16.00	1,600.00	17.25	1,725.00
<b>Schedule C Subtotal</b>					<b>\$332,395.60</b>		<b>\$332,210.00</b>		<b>\$353,148.00</b>
<b>Schedule C Sales Tax (8.3%)</b>					<b>\$27,588.83</b>		<b>\$27,573.43</b>		<b>\$29,311.28</b>
<b>Schedule C Total</b>					<b>\$359,984.43</b>		<b>\$359,783.43</b>		<b>\$382,459.28</b>
<b>TOTAL BID (SCHEDULES A + B + C)</b>						<b>\$1,369,125.73</b>		<b>\$1,378,801.00</b>	<b>\$1,381,606.41</b>
<b>Total Shown on Bid Schedule</b>						<b>\$1,369,125.73</b>		<b>\$1,378,801.00</b>	<b>\$1,375,417.06</b>
<b>Difference</b>						<b>\$0.00</b>		<b>\$0.00</b>	<b>\$6,189.35</b>



Transportation Improvement Board  
**Consultant Supplemental Agreement**

Agency **City of Dayton**

Project Number **6-E-924(006)-1**

Project Name **South First Street Reconstruction**

Consulting Firm **Anderson Perry & Associates, Inc.**

Supplement Phase **Supplement for Construction Phase**

The Local Agency of the **City of Dayton** desires to supplement the agreement entered into with **Anderson Perry & Associates, Inc.** executed on January 11, 2016.

All provisions in the basic agreement remain in effect except as expressly modified by this supplement. The changes to the agreement are described as follows:

Section II, **SCOPE OF WORK**, is hereby amended to include:

Construction engineering services as described in the attached Exhibit B-1 and subconsultant testing services as described in the attached Exhibit G-1.

Section IV, **TIME FOR BEGINNING AND COMPLETION**, is amended to change the Completion Date

SUPPLEMENTAL COMPLETION DATE \_\_\_\_\_ March 31, 2018

Section V, **PAYMENT**, shall be amended as follows as set forth in Exhibit A

MAXIMUM AMOUNT PAYABLE \_\_\_\_\_ \$165,000

<b>EXHIBIT A</b>			
	<b>Original Agreement</b>	<b>Supplement</b>	<b>Total</b>
Direct Salary Cost		\$23,340.00	
Overhead (including Payroll Additives)		\$40,186.81	
Direct Non-Salary Costs		\$13,304.19	
Fixed Fee		\$8,169.00	
<b>Total</b>	<b>\$80,000.00</b>	<b>\$85,000.00</b>	<b>\$165,000.00</b>

If you concur with this supplement and agree to the changes as stated above, please sign and date in the appropriate spaces below.

Agency Signature	Date
Consultant Signature	Date

## EXHIBIT B-1 Scope of Work

**Project No. 6-E-924(006)-1**

### **Describe the Scope of Work**

The work consists of providing construction administration, project observation, staking, testing, and other related services during the street construction phase of the project. Services associated with water and sewer improvements are included under a separate agreement. The work will include the following:

1. The CONSULTANT will assist the AGENCY with reviewing bids, making a recommendation of award, and with awarding the construction contract and will meet with the contractors and the AGENCY in a preconstruction conference to discuss project schedules, procedures, state requirements, equal employment opportunity, traffic control, and other project-related items. A written record of these meetings will be kept and distributed.
2. The CONSULTANT will keep the AGENCY informed concerning progress of the work and will attend meetings held by the AGENCY, regulating agencies, and contractor as they relate to the project. The CONSULTANT will also assist the AGENCY in responding to contractor requests and resolving problems as required.
3. The CONSULTANT will assist the AGENCY with coordinating with other agencies, funding paperwork, and other processing and documentation as required/requested by the AGENCY.
4. The CONSULTANT will provide general office engineering services including review of contractor submittals. Contractor submittals are anticipated to include material source approvals, certification of subcontractors, payrolls, shop drawings, and other items as required by the construction contract.
5. The CONSULTANT will provide general engineering reviews of the contractor's work as construction progresses. The CONSULTANT will provide a Project Representative on site as appropriate to review the work. The CONSULTANT will also provide surveying for construction staking as outlined in the Special Provisions. The CONSULTANT will keep the AGENCY informed as to any known deviations from the Contract Documents or agreements made at the preconstruction conference. Copies of Project Observation Reports will be sent to the AGENCY and the contractor. The CONSULTANT will interpret the intent of the Drawings and Specifications. The CONSULTANT's undertaking hereunder will not relieve the contractor of his/her obligations to perform the work in conformity with the Drawings and Specifications and in a workmanlike manner, will not make the CONSULTANT an insurer of the contractor's performance, and will not impose upon the CONSULTANT any obligation to see that the work is performed in a safe manner.
6. The CONSULTANT will 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, asphalt compaction and sample tests, cement treated base compaction and sample tests, etc. The test procedures will be as outlined in the Washington State Department of Transportation Construction Manual and the Specifications. The testing provided by the CONSULTANT will not replace the contractor's Quality Control Program. (This service will be provided by a subconsultant.)
7. The CONSULTANT will review the contractor's requests for progress payments and, based on on-site observation and measurement and payment records, advise the AGENCY as to the CONSULTANT's opinion of the extent of the work completed in accordance with the terms of the construction contract as of the date of the contractor's payment request. The CONSULTANT's review of the progress payment request will not represent that he/she has made any investigation to determine the uses made by the contractor of sums paid to the contractor.
8. The CONSULTANT will prepare Change Orders for AGENCY approvals that are necessary for the proper completion of the work by the contractor. Measurement of the Change Order quantities will be as outlined in the Specifications and Change Order.

9. The CONSULTANT will provide the AGENCY with Record Drawings. Such drawings will be based on information provided by the AGENCY, engineering representative, and the contractor. These drawings may contain some discrepancies and omissions and will not necessarily represent "exact" field conditions.
10. The CONSULTANT will make final inspections for the AGENCY of all construction and provide a written statement of his/her final inspection to the AGENCY and applicable state agencies.
11. The CONSULTANT will meet with the funding agencies to review the project documentation.

**NOTE**

The Scope of Work and Construction Engineering Cost Estimate are based on a construction period of 70 working days.

**Documents to be Furnished by the Consultant**

Project Observation Reports, test results, Change Orders, Record Drawings, and related construction paperwork.

## **EXHIBIT C-2**

### **Payment**

#### **(Cost Plus Fixed Fee)**

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

#### **A. Actual Costs**

Payment for all consulting services for this project shall be on the basis of the CONSULTANT's actual cost plus a fixed fee. The actual cost shall include direct salary cost, overhead, and direct nonsalary cost.

##### **1. Direct Salary Costs**

The direct salary cost is the direct salary paid to principals, professional, technical, and clerical personnel for the time they are productively engaged in work necessary to fulfill the terms of this AGREEMENT.

##### **2. Overhead Costs**

Overhead costs are those costs other than direct costs which are included as such on the books of the CONSULTANT in the normal everyday keeping of its books. Progress payments shall be made at the rate shown in the heading of this AGREEMENT, under "Overhead Progress Payment Rate." Total overhead payment shall be based on the method shown in the heading of the AGREEMENT. The three options are explained as follows:

- a. **Actual Cost:** If this method is indicated in the heading of the AGREEMENT, the AGENCY agrees to reimburse the CONSULTANT the actual overhead costs verified by audit, up to maximum amount payable, authorized under this AGREEMENT, when accumulated with all other actual costs.
- b. **Actual Cost Not To Exceed Maximum Percent:** If this method is indicated in the heading of this AGREEMENT, the AGENCY agrees to reimburse the CONSULTANT at the actual overhead rate verified by audit up to the maximum percentage shown in the space provided. Final overhead payment when accumulated with all other actual costs shall not exceed the total maximum amount payable shown in the heading of this AGREEMENT.
- c. **Fixed Rate:** If this method is indicated in the heading of the AGREEMENT, the AGENCY agrees to reimburse the CONSULTANT for overhead at the percentage rate shown. This rate shall not change during the life of the AGREEMENT.

A summary of the CONSULTANT's cost estimate and the overhead computation are attached hereto as Exhibits D and E and by this reference made part of this AGREEMENT. When an actual cost overhead rate or actual cost not to exceed overhead rate is used, the actual overhead rate determined at the end of each fiscal year shall be used for the computation of progress payments during the following year and for retroactively adjusting the previous year's overhead cost to reflect the actual rate.

The CONSULTANT shall advise the AGENCY as soon as possible of the actual overhead rate for each fiscal year and of the actual rate incurred to the date of completion of the work. The AGENCY and/or TIB may perform an audit of the CONSULTANT's books and records at any time during regular business hours to determine the actual overhead rate, if they so desire.

##### **3. Direct Nonsalary Cost**

Direct nonsalary costs will be reimbursed at the actual cost to the CONSULTANT applicable to this contract. These charges may include, but are not limited to the following items: travel, printing, long distance telephone, supplies, computer charges, and fees of subconsultants. Air or train travel will only be reimbursed to economy class levels unless otherwise approved by the AGENCY. The billing for nonsalary cost, directly identifiable with the Project, shall be an itemized listing of the charges supported by original bills or legible copies of invoices, expense accounts, and miscellaneous supporting data retained by the CONSULTANT. Copies of the original supporting documents shall be provided to the AGENCY upon request. All of the above charges must be necessary for services to be provided under this AGREEMENT.

##### **4. Fixed Fee**

The fixed fee, which represents the CONSULTANT's profit, is shown in the heading of this AGREEMENT under Fixed Fee. This fee is based on the scope of work defined in this AGREEMENT and the estimated man-months required to perform the stated scope of work. In the event a supplemental agreement is entered into for additional work by the CONSULTANT, the supplemental agreement may include provision for the added costs and appropriate additional fee. The fixed fee will be prorated and paid monthly in proportion to the percentage of work completed by the CONSULTANT and reported in the monthly progress reports accompanying the invoices.

**EXHIBIT D-1**  
**Consultant Fee Determination Summary Sheet**  
 (Cost Plus Fixed Fee)

Prepared by Jake Hollopeter, PE				Date March 28, 2017	
Project South First Street Reconstruction					
<b>Direct Salary Cost (DSC)</b>					
Classification	Man Hours		Rate		Cost
Project Engineer	180	x	35	=	\$6,300.00
Project Representative	500	x	27	=	\$13,500.00
Professional Surveyor	20	x	35	=	\$700.00
Survey Crew Chief	50	x	22	=	\$1,100.00
Survey Technician	30	x	18	=	\$540.00
Drafter	40	x	30	=	\$1,200.00
<b>TOTAL DSC</b>					<b>\$23,340.00</b>
<b>OVERHEAD (OH Cost including Salary Additives)</b>					
<b>OH Rate x DSC or <u>172.18</u> % x <u>\$23,340.00</u></b>					<b>\$40,186.81</b>
<b>FIXED FEE (FF)</b>					
<b>FF Rate x DSC or <u>35</u> % x <u>\$23,340.00</u></b>					<b>\$8,169.00</b>
<b>REIMBURSABLES</b>					
<b>Itemized Mileage, Survey, Equipment, etc.</b>					<b>\$5,577.19</b>
<b>SUBCONSULTANT COST (See Exhibit G)</b>					<b>\$7,727.00</b>
<b>GRAND TOTAL</b>					<b>\$85,000.00</b>



**Washington State  
Department of Transportation**

Lynn Peterson  
Secretary of Transportation

Transportation Building  
310 Maple Park Avenue S.E.  
P.O. Box 47300  
Olympia, WA 98504-7300  
360-705-7000  
TTY: 1-800-833-6388  
[www.wsdot.wa.gov](http://www.wsdot.wa.gov)

July 19, 2016

Anderson Perry & Associates, Inc.  
P.O. Box 1107  
La Grande, OR 97850

Subject: Acceptance FYE 2015 ICR – Risk Assessment Review

Dear Ms. Laura Niemeyer:

Based on Washington State Department of Transportation's (WSDOT) Risk Assessment review of your Indirect Cost Rate (ICR), we have accepted your proposed FYE 2015 ICR of 172.18%. This ICR acceptance is in accordance with 23 CFR 172.7 and must be updated on an annual basis. This rate may be subject to additional review if considered necessary by WSDOT and will be applicable for:

- WSDOT Agreements
- Local Agency Contracts in Washington State only

Costs billed to agreements/contracts will still be subject to audit of actual costs, based on the terms and conditions of the respective agreement/contract.

This was not a cognizant review. Any other entity contracting with the firm is responsible for determining the acceptability of the ICR.

If you have any questions, feel free to contact our office at (360) 705-7104 or via email [consultantrates@wsdot.wa.gov](mailto:consultantrates@wsdot.wa.gov).

Regards;

ERIK K. JONSON  
Manager, Consultant Services Office

EKJ:kms

## **EXHIBIT G-1 Subcontracted Work**

The AGENCY permits subcontracts for the following portions of the work of this AGREEMENT:

Intermountain Materials Testing or other accredited lab.

Acceptance sampling and testing: soils, aggregates, Portland cement concrete, cement treated base, and hot mix asphalt





**Intermountain Materials Testing**  
 PO Box 2801  
 Pasco, Washington 99302-2801  
 (509) 545-9217 fax (509) 545-9243

**EXHIBIT G-2**

***Cost Estimate for Materials Testing and Sampling Services***

**To:** Adam Schmidtgal, P.E.  
 Project Engineer  
 Anderson Perry & Associates, Inc.  
 214 E. Birch / P.O. Box 1687  
 Walla Walla, WA 99362

**Project:** 1st Street Reconstruction  
 Dayton, Washington


**Proposal No.:** 032M7  
**Proposal Date:** 3/20/2017

<u>Item Description</u>	<u>Units</u>	<u>Unit Price</u>	<u>Totals</u>
<b><u>CTB Sampling &amp; Testing (1, 2)</u></b>			
Technician & equipment for sampling & testing, per hr. (3)	12	59.00	708.00
Maximum density/Optimum Moisture, CTB per test	2	120.00	240.00
CTB Compressive Strength (mold, cure test), per specimen	8	75.00	600.00
<b><u>Soils/Aggregate Sampling &amp; Testing (1, 2)</u></b>			
Technician & equipment for sampling & testing, per hr. (3)	12	59.00	708.00
Maximum density/Optimum Moisture, Soil or Aggregate per test	2	120.00	240.00
Sieve Analysis, per test	2	100.00	200.00
<b><u>Concrete Sampling &amp; Testing (1, 2)</u></b>			
Technician & equipment for Concrete testing, per hr.(3) (includes: slump, air, temp., cylinders cast & report)	12	59.00	708.00
Compressive strength test and report, per cyl.	15	20.00	300.00
Cylinder Pickup, per hr.	6	50.00	300.00
<b><u>Asphalt Concrete Sampling &amp; Testing (1, 2)</u></b>			
Technician & equipment for sampling & testing, per hr. (3)	16	59.00	944.00
Theoretical Maximum ("Rice") Density, per test	1	80.00	80.00
Oil Content, ignition, per test	1	130.00	130.00
Sieve Analysis, per test	1	100.00	100.00
Cores (drill, density), per core	0	200.00	0.00
<b><u>Other Items</u></b>			
Overtime surcharge, per hr., hourly rate plus (excess of 8 hr./day, 40 hr./week, weekends, & holidays)	4	29.50	118.00
Vehicle Mileage, per mile	2040	0.65	1326.00
Nuclear Densometer, per day	8	25.00	200.00
Project Manager, per hr. (normally 1/2 hour each week)	5	85.00	425.00
On-call sample collection or prep., per hr., 1 hour minimum except on days when we are onsite performing other services	8	50.00	400.00
<b><u>Total Estimate</u></b>			<b>7727.00</b>

- 1 Services will be provided from portal to portal, on an on-call, part-time basis in accordance with the unit prices listed above.
- 2 Services require 24 hours advance notice.
- 3 A 3 hour minimum charge applies to field testing services.

Please see "Agreement for Services" and "General Terms and Conditions" for additional terms of service.

Thank you for the opportunity to submit this estimate. Please call if you have any questions or require additional information.

By:   
 \_\_\_\_\_  
 Scott L. Walters  
 Construction Services Manager



Transportation Improvement Board  
**Consultant Supplemental Agreement**

Agency **City of Dayton**

Project Number **P-E-924(P01)-1**

Project Name **West Main Street (SR 12) Sidewalk**

Consulting Firm **Anderson Perry & Associates, Inc.**

Supplement Phase **Supplement for Construction Phase**

The Local Agency of the **City of Dayton, Washington** desires to supplement the agreement entered into with **Anderson Perry & Associates, Inc.** executed on January 23, 2017.

All provisions in the basic agreement remain in effect except as expressly modified by this supplement. The changes to the agreement are described as follows:

Section II, **SCOPE OF WORK**, is hereby amended to include:

Construction engineering services as described in the attached Exhibit B-1 and subconsultant testing services as described in the attached Exhibit G-1.

Section IV, **TIME FOR BEGINNING AND COMPLETION**, is amended to change the Completion Date

SUPPLEMENTAL COMPLETION DATE \_\_\_\_\_ March 31, 2018

Section V, **PAYMENT**, shall be amended as follows as set forth in Exhibit A

MAXIMUM AMOUNT PAYABLE \_\_\_\_\_ \$45,000

<b>EXHIBIT A</b>			
	<b>Original Agreement</b>	<b>Supplement</b>	<b>Total</b>
Direct Salary Cost		\$6,638.00	
Overhead (including Payroll Additives)		\$11,429.31	
Direct Non-Salary Costs		\$3,609.39	
Fixed Fee		\$2,323.30	
<b>Total</b>	<b>\$21,000.00</b>	<b>\$24,000.00</b>	<b>\$45,000.00</b>

If you concur with this supplement and agree to the changes as stated above, please sign and date in the appropriate spaces below.

Agency Signature	Date
Consultant Signature	Date

## EXHIBIT B-1 Scope of Work

**Project. No. 6-E-924(006)-1**

### **Describe the Scope of Work**

The work consists of providing construction administration, project observation, staking, testing, and other related services during the street construction phase of the project. The work will include the following:

1. The CONSULTANT will assist the AGENCY with reviewing bids, making a recommendation of award, and with awarding the construction contract and will meet with the contractors and the AGENCY in a preconstruction conference to discuss project schedules, procedures, state requirements, equal employment opportunity, traffic control, and other project-related items. A written record of these meetings will be kept and distributed.
2. The CONSULTANT will keep the AGENCY informed concerning progress of the work and will attend meetings held by the AGENCY, regulating agencies, and contractor as they relate to the project. The CONSULTANT will also assist the AGENCY in responding to contractor requests and resolving problems as required.
3. The CONSULTANT will assist the AGENCY with coordinating with other agencies, funding paperwork, and other processing and documentation as required/requested by the AGENCY.
4. The CONSULTANT will provide general office engineering services including review of contractor submittals. Contractor submittals are anticipated to include material source approvals, certification of subcontractors, payrolls, shop drawings, and other items as required by the construction contract.
5. The CONSULTANT will provide general engineering reviews of the contractor's work as construction progresses. The CONSULTANT will provide a part-time Project Representative on site as appropriate to review the work. The CONSULTANT will also provide surveying for construction staking as outlined in the Special Provisions. The CONSULTANT will keep the AGENCY informed as to any known deviations from the Contract Documents or agreements made at the preconstruction conference. Copies of Project Observation Reports will be sent to the AGENCY and the contractor. The CONSULTANT will interpret the intent of the Drawings and Specifications. The CONSULTANT's undertaking hereunder will not relieve the contractor of his/her obligations to perform the work in conformity with the Drawings and Specifications and in a workmanlike manner, will not make the CONSULTANT an insurer of the contractor's performance, and will not impose upon the CONSULTANT any obligation to see that the work is performed in a safe manner.
6. The CONSULTANT will provide testing services as the work progresses to monitor the contractor's compliance with the Contract Documents. Such tests may include compaction tests and concrete tests, etc. The test procedures will be as outlined in the Washington State Department of Transportation Construction Manual and the Specifications. The testing provided by the CONSULTANT will not replace the contractor's Quality Control Program. (This service will be provided by a subconsultant.)
7. The CONSULTANT will review the contractor's requests for progress payments and, based on on-site observation and measurement and payment records, advise the AGENCY as to the CONSULTANT's opinion of the extent of the work completed in accordance with the terms of the construction contract as of the date of the contractor's payment request. The CONSULTANT's review of the progress payment request will not represent that he/she has made any investigation to determine the uses made by the contractor of sums paid to the contractor.
8. The CONSULTANT will prepare Change Orders for AGENCY approvals that are necessary for the proper completion of the work by the contractor. Measurement of the Change Order quantities will be as outlined in the Specifications and Change Order.

9. The CONSULTANT will provide the AGENCY with Record Drawings. Such drawings will be based on information provided by the AGENCY, engineering representative, and the contractor. These drawings may contain some discrepancies and omissions and will not necessarily represent "exact" field conditions.
10. The CONSULTANT will make final inspections for the AGENCY of all construction and provide a written statement of his/her final inspection to the AGENCY and applicable state agencies.

**NOTE**

The Scope of Work and Construction Engineering Cost Estimate are based on a construction period of 30 working days.

**Documents to be Furnished by the Consultant**

Project Observation Reports, test results, Change Orders, Record Drawings, and related construction paperwork.

## **EXHIBIT C-2**

### **Payment**

#### **(Cost Plus Fixed Fee)**

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

#### **A. Actual Costs**

Payment for all consulting services for this project shall be on the basis of the CONSULTANT's actual cost plus a fixed fee. The actual cost shall include direct salary cost, overhead, and direct nonsalary cost.

##### **1. Direct Salary Costs**

The direct salary cost is the direct salary paid to principals, professional, technical, and clerical personnel for the time they are productively engaged in work necessary to fulfill the terms of this AGREEMENT.

##### **2. Overhead Costs**

Overhead costs are those costs other than direct costs which are included as such on the books of the CONSULTANT in the normal everyday keeping of its books. Progress payments shall be made at the rate shown in the heading of this AGREEMENT, under "Overhead Progress Payment Rate." Total overhead payment shall be based on the method shown in the heading of the AGREEMENT. The three options are explained as follows:

- a. **Actual Cost:** If this method is indicated in the heading of the AGREEMENT, the AGENCY agrees to reimburse the CONSULTANT the actual overhead costs verified by audit, up to maximum amount payable, authorized under this AGREEMENT, when accumulated with all other actual costs.
- b. **Actual Cost Not To Exceed Maximum Percent:** If this method is indicated in the heading of this AGREEMENT, the AGENCY agrees to reimburse the CONSULTANT at the actual overhead rate verified by audit up to the maximum percentage shown in the space provided. Final overhead payment when accumulated with all other actual costs shall not exceed the total maximum amount payable shown in the heading of this AGREEMENT.
- c. **Fixed Rate:** If this method is indicated in the heading of the AGREEMENT, the AGENCY agrees to reimburse the CONSULTANT for overhead at the percentage rate shown. This rate shall not change during the life of the AGREEMENT.

A summary of the CONSULTANT's cost estimate and the overhead computation are attached hereto as Exhibits D and E and by this reference made part of this AGREEMENT. When an actual cost overhead rate or actual cost not to exceed overhead rate is used, the actual overhead rate determined at the end of each fiscal year shall be used for the computation of progress payments during the following year and for retroactively adjusting the previous year's overhead cost to reflect the actual rate.

The CONSULTANT shall advise the AGENCY as soon as possible of the actual overhead rate for each fiscal year and of the actual rate incurred to the date of completion of the work. The AGENCY and/or TIB may perform an audit of the CONSULTANT's books and records at any time during regular business hours to determine the actual overhead rate, if they so desire.

##### **3. Direct Nonsalary Cost**

Direct nonsalary costs will be reimbursed at the actual cost to the CONSULTANT applicable to this contract. These charges may include, but are not limited to the following items: travel, printing, long distance telephone, supplies, computer charges, and fees of subconsultants. Air or train travel will only be reimbursed to economy class levels unless otherwise approved by the AGENCY. The billing for nonsalary cost, directly identifiable with the Project, shall be an itemized listing of the charges supported by original bills or legible copies of invoices, expense accounts, and miscellaneous supporting data retained by the CONSULTANT. Copies of the original supporting documents shall be provided to the AGENCY upon request. All of the above charges must be necessary for services to be provided under this AGREEMENT.

##### **4. Fixed Fee**

The fixed fee, which represents the CONSULTANT's profit, is shown in the heading of this AGREEMENT under Fixed Fee. This fee is based on the scope of work defined in this AGREEMENT and the estimated man-months required to perform the stated scope of work. In the event a supplemental agreement is entered into for additional work by the CONSULTANT, the supplemental agreement may include provision for the added costs and appropriate additional fee. The fixed fee will be prorated and paid monthly in proportion to the percentage of work completed by the CONSULTANT and reported in the monthly progress reports accompanying the invoices.

**EXHIBIT D-1**  
**Consultant Fee Determination Summary Sheet**  
 (Cost Plus Fixed Fee)

Prepared by Jake Hollopeter, PE				Date March 29, 2017	
Project West Main Street (SR 12) Sidewalk					
<b>Direct Salary Cost (DSC)</b>					
Classification	Man Hours		Rate		Cost
Project Engineer	60	x	35	=	\$2,100.00
Project Representative	140	x	27	=	\$3,780.00
Professional Surveyor	2	x	35	=	\$70.00
Survey Crew Chief	4	x	22	=	\$88.00
Drafter	20	x	30	=	\$600.00
<b>TOTAL DSC</b>					<b>\$6,638.00</b>
<b>OVERHEAD (OH Cost including Salary Additives)</b>					
<b>OH Rate x DSC or <u>172.18</u> % x <u>\$6,638.00</u></b>					<b>\$11,429.31</b>
<b>FIXED FEE (FF)</b>					
<b>FF Rate x DSC or <u>35</u> % x <u>\$6,638.00</u></b>					<b>\$2,323.30</b>
<b>REIMBURSABLES</b>					
<b>Itemized Mileage, Survey, Equipment, etc.</b>					<b>\$1,307.39</b>
<b>SUBCONSULTANT COST (See Exhibit G)</b>					<b>\$2,302.00</b>
<b>GRAND TOTAL</b>					<b>\$24,000.00</b>





**Washington State  
Department of Transportation**

Lynn Peterson  
Secretary of Transportation

Transportation Building  
310 Maple Park Avenue S.E.  
P.O. Box 47300  
Olympia, WA 98504-7300  
360-705-7000  
TTY: 1-800-833-6388  
[www.wsdot.wa.gov](http://www.wsdot.wa.gov)

July 19, 2016

Anderson Perry & Associates, Inc.  
P.O. Box 1107  
La Grande, OR 97850

Subject: Acceptance FYE 2015 ICR – Risk Assessment Review

Dear Ms. Laura Niemeyer:

Based on Washington State Department of Transportation's (WSDOT) Risk Assessment review of your Indirect Cost Rate (ICR), we have accepted your proposed FYE 2015 ICR of 172.18%. This ICR acceptance is in accordance with 23 CFR 172.7 and must be updated on an annual basis. This rate may be subject to additional review if considered necessary by WSDOT and will be applicable for:

- WSDOT Agreements
- Local Agency Contracts in Washington State only

Costs billed to agreements/contracts will still be subject to audit of actual costs, based on the terms and conditions of the respective agreement/contract.

This was not a cognizant review. Any other entity contracting with the firm is responsible for determining the acceptability of the ICR.

If you have any questions, feel free to contact our office at (360) 705-7104 or via email [consultantrates@wsdot.wa.gov](mailto:consultantrates@wsdot.wa.gov).

Regards;

ERIK K. JONSON  
Manager, Consultant Services Office

EKJ:kms

## **EXHIBIT G-1 Subcontracted Work**

The AGENCY permits subcontracts for the following portions of the work of this AGREEMENT:

Intermountain Materials Testing or other accredited lab.

Acceptance sampling and testing: portland cement concrete testing and compaction testing.





**Intermountain Materials Testing**  
**PO Box 2801**  
**Pasco, Washington 99302-2801**  
**(509) 545-9217 fax (509) 545-9243**

**EXHIBIT G-2**

***Cost Estimate for Materials Testing and Sampling Services***

**To:** Adam Schmidtgal, P.E.  
 Project Engineer  
 Anderson Perry & Associates, Inc.  
 214 E. Birch Street/P.O. Box 1687  
 Walla Walla, WA 99362

**Project:** Main Street Sidewalks  
 Dayton, Washington

**Proposal No.:** 033M7  
**Proposal Date:** 3/20/2017

<u>Item Description</u>	<u>Units</u>	<u>Unit Price</u>	<u>Totals</u>
<b><i>Concrete Sampling &amp; Testing (1, 2)</i></b>			
Technician & equipment for Concrete testing, per hr.(3) (includes: slump, air, temp., cylinders cast & report)	12	59.00	708.00
Compressive strength test and technical report, per cyl.	20	20.00	400.00
Cylinder Pickup, per hr.	8	50.00	400.00
<b><i>Other Items</i></b>			
Overtime surcharge, per hr., hourly rate plus (excess of 8 hr./day, 40 hr./week, weekends, & holidays)	0	29.50	0.00
Vehicle Mileage, per mile	960	0.65	624.00
Project Manager, per hr. (normally 1/2 hour each week)	2	85.00	170.00
<b><u>Total Estimate</u></b>			<b>2302.00</b>

- 1 Services will be provided from portal to portal, on an on-call, part-time basis in accordance with the unit prices listed above.
- 2 Services require 24 hours advance notice.
- 3 A 3 hour minimum charge applies to field testing services.

Please see "Agreement for Services" and "General Terms and Conditions" for additional terms of service.

Thank you for the opportunity to submit this estimate. Please call if you have any questions or require additional information.

By: \_\_\_\_\_  
 Scott L. Walters  
 Construction Services Manager



Date: April 7, 2017  
 TO: Dayton City Council Members and Mayor Craig George  
 FM: Karen Scharer, Planning Director  
 RE: Final Approval of the Shorelines Master Program Comprehensive Update.

**ACTION REQUESTED:** Approve by motion to accept the Department of Ecology SMP approval which includes one change to the Dayton adopted draft Shoreline Master Program (SMP).

**SPECIFIC CHANGE:** Reduce the width of the native conservation area from 150 feet to 125 feet shoreward from OHWM in the Urban Conservancy Designation.

**BACKGROUND:**

Sept. 14, 2015	City Council adopted the draft Shoreline Master Program for the purpose of forwarding to Ecology.
Nov. 30, 2015	City forwards all SMP planning, comments, environmental and background documents to Ecology
Feb 1 – March 3, 2016	Ecology issues a Request for Comment on the Dayton SMP. One comment received.
April 21, 2016	City Planning responds to comment and recommends the width of the native conservation area be reduced from 150 feet to 125 feet shoreward from OHWM in the UC designation.
March 27, 2017	Ecology issues Approval of the Dayton SMP Comprehensive Update with recommendation change.

**NEXT STEPS:**

April 10, 2017	City Council considers the one SMP change recommended.
May 8, 2017	City Council considers an ordinance adopting the final shorelines master program. The draft SMP document policies and regulations are separated into two documents for final adoption: <ul style="list-style-type: none"> <li>• Shorelines Master Program as a Comprehensive Plan Element</li> <li>• Shorelines Management Code, Title 15</li> </ul>
May 2017	SMP consultant prepares informational materials for residential property owners in the Shoreline Management Area.
June 2017	Effective Date for Comp. Plan Update and Shorelines Management Code (dependent upon Ecology & Dayton dates of notices and actions).

**Attachments:** April \_\_\_, 2017 draft response letter from Mayor Craig George to Ecology  
 March 27, 2017 Letter from Ecology (without attached report)



## CITY OF DAYTON

111 S. 1<sup>st</sup> Street, Dayton, WA 99328

(T) 509.382.2361 [www.daytonwa.com](http://www.daytonwa.com)

April \_\_\_\_, 2017

WA State Department of Ecology  
Attention: Director's Office  
PO Box 47600  
Olympia, WA 98504-6700

Re: City Agreement to Ecology's Recommended Change to the Dayton SMP

I am pleased to confirm that on April \_\_\_\_, 2017, the Dayton City Council agreed by motion to accept the Ecology SMP approval with the recommended change to the Dayton adopted draft Shoreline Master Program (SMP), pursuant to RCW 90.58.090(2)(e)(i).

Specifically, the change is to the "Native Conservation Area Minimum Widths." The recommended change revises the width of the native conservation area from 150 feet to 125 feet shoreward from OHWM in the Urban Conservancy Designation.

We look forward to receiving you're your final approval of Dayton's SMP Comprehensive Update. If you have any questions please contact Karen Scharer, Dayton Planning Director at [kscharer@daytonwa.com](mailto:kscharer@daytonwa.com) / 509-540-6747.

Sincerely,

Craig George, Mayor

cc: City Council Members: Delphine Bailey, Kathy Berg, Christine Broughton,  
Byron G. Kaczmariski, Dain Nysoe, Michael Paris, and Zac Weatherford  
Trina Cole, City Clerk-Treasurer  
Karen Scharer, Dayton Planning Director



STATE OF WASHINGTON  
DEPARTMENT OF ECOLOGY

PO Box 47600 • Olympia, WA 98504-7600 • 360-407-6000  
711 for Washington Relay Service • Persons with a speech disability can call 877-833-6341

CITY of DAYTON  
MAR 30 2017  
PLANNING DEPARTMENT

March 27, 2017

The Honorable Craig George  
City of Dayton  
111 South First Street  
Dayton, WA 99362

**Re: Final Ecology Approval of the City of Dayton's Shoreline Master Program  
Comprehensive Update**

Dear Mayor George:

I would like to take this opportunity to commend the City of Dayton (City) for its efforts in developing the proposed amendments to the Shoreline Master Program (SMP). It is obvious that a significant effort was invested by your staff and engaged community.

This comprehensive SMP update is intended to entirely replace the City's existing SMP. This updated SMP will regulate development along the City's shoreline which includes approximately 3.73 miles of Touchet River shoreline and land within 200 of the ordinary high water mark including associated wetlands.

The Department of Ecology (Ecology) finds the City's SMP update is consistent with the policy and procedural requirements of the Shoreline Management Act (SMA) and the Shoreline Master Program Guidelines. However, City staff have identified several edits to the locally adopted draft SMP in response to comments received during the comment period. Ecology has worked closely with City staff to prepare recommended changes to provide further clarity, based on those proposed edits. These recommendations are included in Attachment B – Ecology Recommended Changes. Ecology's findings and conclusions related to the City's proposed SMP update are contained in Attachment A.

Pursuant to RCW 90.58.090(2)(e), at this point, the City may:

- Agree to the proposed recommended changes, or
- Submit an alternative proposal. Ecology will then review each alternative submitted for consistency with the purpose and intent of the changes originally submitted by Ecology and with the Shoreline Management Act (SMA).



The Honorable Craig George  
March 27, 2017  
Page 2

Please provide your written response within 30 days to the Director's Office at the following address:

WA State Department of Ecology  
Attention: Director's Office  
PO Box 47600  
Olympia, WA 98504-6700

Final Ecology approval will occur after the City responds to Ecology communicating the City's decision on the recommended changes. Ecology's final approval will be in the form of a letter, and will be sent upon receipt of the City's written notification that the recommended changes are acceptable to the City, or after the City and Ecology have reached agreement on alternative changes.

The SMP will be effective fourteen days from the date of Ecology's final action. This fourteen-day period was established by legislative action in 2011 and is intended to provide lead time for the City to prepare to implement the new SMP.

Ecology is required to publish a newspaper notice that the City's SMP has received final approval. The publication of this notice, in the form of a legal ad, will begin a 60-day appeal period. Ecology will provide a copy of the legal ad to the City for its records.

Thank you again for your efforts. We look forward to receiving your written response and concluding this SMP amendment in the near future. If you have any questions or would like to discuss the Ecology's recommended changes, please contact our regional planner, Jeremy Sikes at [jeremy.sikes@ecy.wa.gov](mailto:jeremy.sikes@ecy.wa.gov)/(509) 329-3426.

Sincerely,



Maia D. Bellon  
Director

Enclosures

By Certified Mail [91 7108 2133 3939 7125 5290]

cc: Karen Scharer, City of Dayton  
Tim Gates, Ecology  
Sara Hunt, Ecology

# City of Dayton SMP Comprehensive Update

## Attachment B Recommended Changes

Ecology concurs with the City staff recommendation to amend the Native Conservation Area width of the “Urban Conservancy” environment from 150 to 125 feet is consistent with applicable Ecology guidelines. This amendment was in response to a public comment during the state comment period. The recommendation is based on a finding by the consulting ecologist that in all areas designated Urban Conservancy, the existing pattern of development is more intense in the outer 25 feet of the Native Conservation Area, and in many cases dikes separate the outer portion of the setback from the more functional inner area.

The recommended amendment to Table 15-06.060 is as follows:

### Section 15-06 Specific Shoreline Use Policies and Regulations

#### 15-06.060 Native Conservation Area Minimum Widths

<b>Environmental Designation</b>	<b>Native Conservation Area Width</b>
Aquatic	N/A
High Intensity	50 ft Shoreward from OHWM
Natural	200 ft Shoreward from OHWM
Shoreline Commercial	75 ft shoreward from OHWM <sup>(1)</sup>
Shoreline Residential	100 ft shoreward from OHWM <sup>(1)</sup>
Urban Conservancy	<del>150</del> 125 ft shoreward from OHWM <sup>(1)</sup>

<sup>(1)</sup> Mitigation required for any development within the NCA

April 4, 2017

Mr. Craig George  
Mayor, City of Dayton  
111 South First Street  
Dayton, Washington 99328

Dear Mayor George,

Your assistance is requested for support of the 14<sup>th</sup> Annual 3rd Street Sale currently planned for May 6<sup>th</sup>, 2017 between 9:00 am and 3:00 pm. The attached letter is being sent to community churches and recognized organizations, asking for their participation (Friends of the Pool, Friends of the Library, PTSO, Senior Class, etc.). Based on last year's success, we expect more churches and organizations to participate this year.

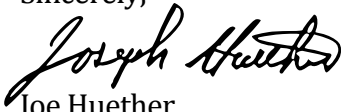
We ask the city to close other than local access on 3<sup>rd</sup> Street from the alley next to the library on the North (between Clay and Main) and Park Street on the South during the period of 7:00 am and 4:00 pm on May 6<sup>th</sup>. These hours of closure provide adequate time for setup prior to the start of the street sale and removal/clean up at the end of the sale. It is anticipated that the street can be reopened within an hour of the completion time of the event. We will do the notification and coordination with the residences on 3<sup>rd</sup> Street regarding the requested street closure.

To support the above, it is requested that the City place road closure barriers across Third Street at the Clay/Main alley and Park Streets. In addition, it is requested that barriers be placed at Tremont, Spring, and Clay Street intersections on Third Street. If appropriate, alleyways should be closed to preclude vehicle traffic entering onto Third Street. Tables for the Street Sale will be placed along the sides of the street with foot traffic allowed to use on the center of the street and sidewalks. In case of an emergency ambulance run, the center of 3<sup>rd</sup> Street could be opened quickly for use. If needed, the committee will provide assistance for barrier placement and recovery.

A copy of this letter has been provided to notify the Columbia County Sheriff. Any safety concerns and recommendations will be appreciated.

If additional information or clarification is needed please contact us at 509-386-7295. The committee extends its appreciation and thanks for your continued support of this community event.

Sincerely,



Joe Huether  
Committee Member

CC: Jim Costello, City Engineer  
Rocky Miller, Columbia County Sheriff  
Fire Dept.

Attch: Letter to churches and organizations

Dayton's 14<sup>th</sup> Annual Third Street Sale  
Dayton, Washington

April 4, 2017

To Dayton's Community Churches and other Organizations

It is that time again to identify the stuff & other things that just need to move on and find a new home. Now is your opportunity to join us for the 14<sup>th</sup> Annual Third Street Sale – have some fun, and make some dollars for your church or organization.

- On Saturday, May 6<sup>th</sup>, 2017 the churches and other organizations of Dayton will conduct the 14<sup>th</sup> Annual Third Street Sale from 9:00 am to 3:00 pm. A request has been made to the city to close off 3<sup>rd</sup> Street in the area of the sale - between the Library and Park Street.
- Each participating group may sell used items, food products or craft items with the receipts going to the respective church/organization. For food sales requiring event permits or food handler cards please contact the County Health Department.
- Arrangements have been made with our local St Vincent's to stay open late on the event day to receive remaining goods with some limitations.
- The sale is extended to all churches and organizations in the community. We ask for a minimum \$10.00 fee from each participating organization to pay for the cost of advertising in local and regional newspapers.
- This event has been discussed with and received favorably by the Dayton Chamber of Commerce and approved by the City of Dayton.

Please join us for this year's Annual Third Street Sale fundraising event. Complete and return the attached form to let us know your plans.

Last year's sale was a huge success for the participating churches and community organizations.

Thank you,



Joe Huether

PO Box 208, Dayton 99328

509-386-7295 - joe@daytonwa.net





## APPLICATION /PERMIT FOR STREET BLOCKING

Name of person, firm, or Corporation: Comprehensive \_\_\_\_\_  
**Joe Huether** Standard \_\_\_\_\_

**308 E. Clay St** **Dayton** **WA** **99328**  
 Residence or Business Address City State Zip

Specific Address or general areas where street(s) or alley(s) will be blocked: \_\_\_\_\_  
**Other than local access on 3rd Street from the alley next to the library on the North (between Clay and Main) and Park Street on the South during the period of 7:00 am and 4:00 pm on May 6th**

Reason street(s) or alley(s) will be blocked: **For the annual Third Street Yard Sale**

Insurance information:

Insurance Carrier Policy # Coverage Limits (\$)

I (we) undersigned do hereby agree to be bound by all conditions stated below and the terms of Ordinance No. 1877, both of which I (we) have read and understand.

Signed: *Joseph Huether* Month **April** Day **4th** Year **2017**

Publics Work Director: \_\_\_\_\_ Date: \_\_\_\_\_

**Conditions: Any person, firm, or corporation, by process of completing an Application/Permit for Street Blocking in accordance with City of Dayton Ordinance No. 1877, hereby covenants and agrees to release and hold harmless and indemnify the City of Dayton from any loss or damage or causes of action which may rise as a result of the use of such permit for blocking, in whole or in part, of any street or alley in the City of Dayton .**

**FOR OFFICIAL USE ONLY :**

Approval: Approved \_\_\_\_\_ Denied \_\_\_\_\_

Signature of Public Works Director \_\_\_\_\_ Date \_\_\_\_\_

I hereby acknowledge receipt of permit fees for the following:

\_\_\_\_\_ Standard Permit - \$ \_\_\_\_\_

\_\_\_\_\_ Comprehensive Permit - \$ \_\_\_\_\_

City Barricades - \_\_\_\_\_ days at \$ \_\_\_\_\_ per day.