



DAYTON CITY COUNCIL
111 S. 1st Street, Dayton, WA 99328

PRELIMINARY AGENDA
REGULAR MEETING
Wednesday, April 11, 2018
7:00 p.m.
Craig George, Mayor

1. CALL TO ORDER
 - A. Roll Call
2. CONSENT AGENDA – ACTION:
 - A. Approve City Council Minutes for:
 - i. February 14, 2018
 - B. Approve of Voucher Warrants as audited by the Finance Committee:
 - C. Approve of Payroll Warrants:
3. SPECIAL GUESTS AND PUBLIC COMMENT
 - A. Request for closure of City Streets for Annual Alumni Parade – Rose and Dell Groom, Committee members - ACTION
 - B. Melissa Bryan, Chamber of Commerce Director:
 - i. ACTION: Authorize various street closures and public works assistance for said closures associated with several Chamber of Commerce events as presented
 - ii. 1st Quarter 2018 Tourism and Promotion Report
 - C. Public Hearing to receive public input on the surplus of city-owned personal property
 - i. ACTION: Authorize Resolution No. 1336 declaring certain personal property surplus; authorizing and directing the disposal of surplus property; and providing an effective date
4. COMMITTEE/BOARD/COMMISSION REPORTS
5. REPORTS OF CITY OFFICERS
6. UNFINISHED BUSINESS
7. NEW BUSINESS
 - A. Discuss the dilapidated condition of the Dayton Swimming Pool and repairs that need to be completed to open in 2018
 - B. Discuss potential restriping of the E. Main Street from the Touchet River Bridge to 4th Street reducing the number of traveling lanes from four to three (two with a center turn lane)
 - i. Action: To move forward with a community outreach program including, but not limited to, public hearings and open houses to receive public input on proposed restriping of E. Main Street
 - C. ACTION: Authorize request for closure and public works assistance in closure of S. 3rd from alley north of the Dayton Memorial Library to E. Park Street on May 5, 2018 from 7:00 a.m. to 4:00 p.m. for the Annual 3rd Street Yard Sale

- D. ACTION: Authorize a contract with MRSC to provide services associated with small works, consultant and vendor rosters
 - E. ACTION: Authorize an amendment to 2017 FEMA Street Repair Project Task Order to incorporate construction engineering services dated 09/13/2017 not to exceed \$40,000
 - F. ACTION: Authorize an amendment to the Washington St/N. 5th St./Patit Ave Water Main Improvements Task Order dated 12/6/2017 to incorporate construction engineering services not to exceed \$20,000
- 8. FINAL PUBLIC COMMENT
 - 9. ADJOURN

Next Regular Meeting is May 9, 2018 at 7:00 p.m. at Dayton City Hall 111 S. 1st Street, Dayton, WA 99328.

Dayton Chamber of Commerce Quarterly Report 1st Quarter 2018

In accordance with our contract to provide tourism promotion services for the City of Dayton, below is the Dayton Chamber of Commerce report on activities and expenditures.



Tourism Tracking and Indicators

	1st QTR 2018
General Assistance Inquiries	75
Tourism/Commerce Inquiries	VC - 70 Depot-TBD
Relocation Inquiries	12
Relocation Packages Sent	12
Facebook "Likes"	2262
Instagram Followers	963
Website Hits (Page Views)	6,973

Origin of Visitors Assisted at Chamber Visitor Center & Online:

Contiguous US: 44 US States (Highest visits in order: WA, OR, CA, ID, VA, TX, WY, NV, AZ)

Foreign Countries: 37 (Highest in order: Canada, Korea, India, China, and Russia)

Marketing & Promotions

Advertising and Promotions

- Continued General Marketing and Events Campaign for Dayton
- **Radio:** NWPR and Alexandria Communications (5 radio stations)
State-wide spots promoting Dayton, Dayton events and promoting our historical museums, businesses, and hotels.
- **Print:** The Waitsburg Times, The Dayton Chronicle, Walla Walla UB, Entertainer Magazine, Tidbits, Scenic WA 365, Visit Tri-Cities, Walla Walla Visitors Guide and the Dayton Visitors Guide. Also, Posters and Flyers distributed to local businesses and newspaper leaflet inserts.
- **Digital Media:** Website, Facebook, Instagram, Constant Contact (E-blasts), Reader Board and multiple event calendar websites.
- **Visitor Guide:** The Visitors Guide is sent to and requested by other communities, we also refill to local businesses weekly or as needed.
- **Facebook Posts:** Focused on sharing Chamber Member & General Community posts.
- **Instagram:** Continued our effort to promote our region through photography of our area, showcasing what Dayton naturally has to offer. Online following continues to grow.

Events:

The Chamber helped promote over 60 local events in the 1st quarter of 2018

Here are a few of the events:

- Blue Mountain Brix & Brew
- Mule Mania & Dayton Days
- All Wheels Weekend
- Columbia County Fair
- Pigs for the Pool Fund raiser
- Cup of Joe
- Bluewood Events
- Community Easter Egg Hunts
- Liberty Theater Events
- Chamber Member Events (Open Houses & Specials)
- Lions Club Crab Dinner
- Dayton Memorial Library Events
- Waitsburg Community Events
- Boys & Girls Club
- BMS Events & Meetings
- Dayton School District Events & Meetings
- Columbia County Fairgrounds Activities

Upcoming Chamber Related Events in the next quarter

The Chamber will be hosting these events and/or working as an advertising channel for these events.

- Cup of Joe - Monthly -
- Blue Mountain Station Activities - Daily
- Mule Mania & Dayton Days - May 26-27, 2018
- All Wheels Weekend - June 15-17
- 3rd Street Yard sale - May 8, 2018
- Boys & Girls Club Fund raiser - April 28, 2018
- The Liberty Theater Productions - Monthly
- Younglife Concert-April 14, 2018
- American Legion Bingo - April 14, 2018

Other Projects and Developments

- Cup of Joe program - is co-hosted with the Port of Columbia. The 3rd Wednesday morning of each month. Topics vary from month to month.
- The Chamber is working on the installation of an East End Welcome Sign mirroring the one on the West End. Final completion should be by May 2018.
- The Dayton Visitors guide was developed this year with events as the primary focus, and was a joint promotion of The Dayton Chamber of Commerce and The Times of Waitsburg. This year 8 additional pages needed to be added to accommodate the additional advertising purchased. These will begin to be distributed locally in early April and will be distributed regionally in late April and all of May 2018. Then on an as needed or requested basis. 7000 guides are planned to be distributed total.

General Breakdown of Expenditures

** The Chamber invoiced the City for \$18,449.21 of available Lodging Tax Funds for the quarter. The figure is a result of the formula as agreed upon in the Chamber's contract with the City. The Chamber's total, **actual** expenses in the areas specified in the contract are listed below.

Advertising/Promotions/ Event Services	– \$5917.76
Business & Visitor Center Rent & Utilities	– \$3355.90
• Chamber quarterly rent= \$1,245	
Health Insurance	-- \$1,800.00
Memberships & Conferences	-- \$285.00
Office Supplies	-- \$2101.59
Postage	-- \$836.95
Communication	– \$840.26
Travel	– \$0
Event Coordinator Wages	-- \$6249.68
All other Wages	-- \$4531.47
Payroll Taxes	– \$2545.64
Total Expenses:	\$28,464.25

CITY OF DAYTON, WASHINGTON

**NOTICE OF PUBLIC HEARING
SURPLUS OF CITY PROPERTY**

NOTICE IS HEREBY GIVEN that a public hearing will be held on **April 11, 2018** at a regular meeting of the City Council of the City of Dayton to consider surplusing certain personal property.

Said public hearing shall be held at Dayton City Hall, **111 S. 1st Street, Dayton, WA**, at **7:00 p.m.** or as soon thereafter as the hearing may be held.

A list and/or information pertaining to the proposed surplus of city-owned property is available and may be obtained by contacting Jim Costello, Public Works Director, at (509) 382-4571 or by emailing jcostello@daytonwa.com.

Written testimony to be considered at the public hearing may be submitted to the City of Dayton, 111 S. 1st Street, Dayton, WA 99328 or by email to tcole@daytonwa.com. Written testimony must be received not later than 4:00 p.m. on Monday, April 9, 2018.

Dated this 26th day of March, 2018

Dayton City Council

By: Trina Cole, City Clerk-Treasurer

Published: Dayton Chronicle – March 29 and April 5, 2018

RESOLUTION NO. 1336

**A RESOLUTION OF THE CITY OF DAYTON, WASHINGTON, DECLARING
CERTAIN PERSONAL PROPERTY SURPLUS; AUTHORIZING AND
DIRECTING THE DISPOSAL OF SURPLUS PROPERTY; AND PROVIDING
AN EFFECTIVE DATE**

WHEREAS, the City of Dayton ("City") has acquired certain personal property for the purpose of carrying out services in the public interest; and

WHEREAS, certain items of personal property of the City are no longer useable and are surplus to the City's needs as described in Attachment "A"; and

WHEREAS, the City Council held a public hearing on April 11, 2018 to receive public testimony on the surplus and disposal of said personal property; and

WHEREAS, the City Council desires to declare the personal property surplus; and

WHEREAS, the City wants to dispose of the surplus as prescribed by Resolution No. 1266 adopted June 8, 2015.

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

Section 1. Equipment Surplus. The City Council finds that the City no longer has a use for the personal property hereby described in Attachment "A" and declares it surplus.

Section 2. Method of Disposal of Surplus Property. As prescribed by Resolution No. 1266, adopted June 8, 2015, Sections 1 -(D)(1)(a-e), the Public Works Director or designee shall dispose of the personal property as described in Attachment "A".

Section 3. Effective Date. This Resolution shall be effective and in full force immediately upon passage.

ADOPTED by the City Council of the City of Dayton, Washington on this _____ day of _____, 2018.

Craig George, Mayor

Attested:

Trina Cole, City Clerk-Treasurer

Attachment "A"
Resolution No. 1336

#6 1988 Chevy 4x4 Van 1GCGD34V3EF348161
2 Fuel oil TANKS
1 large propane TANK

Kleen King AntiFreeze Recycler SCR 720793

#7 84 Chevy 1GCGD34J7EF377114

#21 John Deere Bucket
1988 Ford/Tymco Sweeper 1FDWR72P3JVA47557

Scrap metal pile

KoBotA mower Deck RC72R-F30B
Serial #60010060934386 model #GE-754F

#41 John Deere 330 With Blade
#M00330X363907

#59 Echo chainsaw 550 #CS-55EULP

#57 Homelite Super 240 #H02540237

OLD Hydraulics

John Deere Diesel engine from
sweeper #46 Does not Run

Various scrap

Trina Cole

To: Adam Schmidtgall; James Costello (jcostello@daytonwa.com); Mail
Subject: RE: Pool Repair Quote

From: Adam Schmidtgall <aschmidtgall@andersonperry.com>
Sent: Wednesday, April 4, 2018 1:13 PM
To: Trina Cole (tcole@daytonwa.com) <tcole@daytonwa.com>; James Costello (jcostello@daytonwa.com) <jcostello@daytonwa.com>; Mail <craiggeorge20@gmail.com>
Subject: Pool Repair Quote

Randy with Columbia Pumping came up and met with Dave on Monday to see if there is anything they could do to repair the pool. Columbia Pumping said they would be able to repair the cracks in the gutter system, and in the drain system. *Unless there are other issues that haven't been identified yet like a big crack in the pool that is leaking*, this should take care of the water issue causing the settling. The deck drain system is also plugged with dirt and needs to be cleaned. It appears the two sources of leaking are cracks in the overflow gutter, and the pugged deck drain system causing water to flow out of damaged cleanouts in the deck drain system. Columbia Pumping would send a person down the gutter and grind out the damaged concrete and repair it. They would also patch the damaged deck drain cleanouts.

I received a verbal quote from Columbia Pumping. This includes jetting the drain system, patching the holes in the concrete cleanout boxes, repairing the large cracks in the gutter system, and replacing the settled concrete panels. The estimated costs are as follows:

\$3,000-\$6,000 to clean the drain system, repair the cleanout boxes and repair the cracks in the gutter system. Dave said he can try to clean the drain system to save a little money.
\$10/SF to remove and replace the decking. At least 300 SF of decking should be replaced, so this would be about \$3,000 to repair.

At a minimum, I would say the repairs will cost \$5,000, but could be up to \$10,000 *depending on what they find after cleaning and crawling through the gutter.*

Dave and I also discussed doing a temporary repair on the deck with self leveling concrete and/or grinding the concrete lip after the gutter repairs are made. That way we can make sure all the leaks and settling has stopped before spending the money to replace the settled concrete. This would cost less than replacing damaged sections of decking, but is not a permanent solution, and would not look as good as replacing the panels.

Let me know if you need me to look into anything else. Thanks,



Adam Schmidtgall, P.E.
Project Engineer
Anderson Perry & Associates, Inc.
214 E. Birch Street/P.O. Box 1687
Walla Walla, WA 99362
509-529-9260 office
509-529-8102 fax
509-520-4682 cell













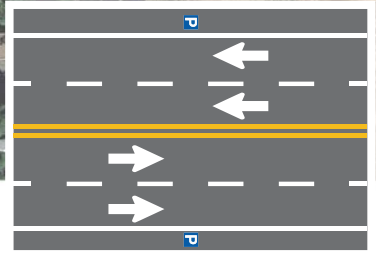




CAMERON STREET TO DAYON AVENUE PAVING AND RE-STRIPING



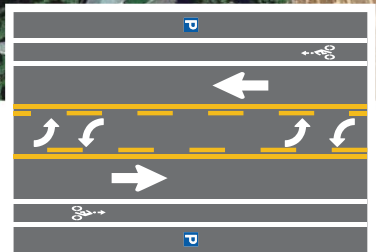
Existing roadway through downtown Dayton.



BEFORE



Design concept of downtown Dayton with two-way left turn lane and bike lanes.



AFTER

- REDUCE COLLISIONS
- IMPROVE PEDESTRIAN SAFETY
- REDUCE SPEEDING
- INCREASE BIKE USE



Agenda Item No. 7(C)

March 26th, 2018

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 15th Annual 3rd Street Sale currently planned for May 5th, 2018 between 9:00 am and 3:00 pm. The attached letter will be 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 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 5th. 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 3rd 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 3rd Street will be available for emergency access. 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,

/4fi!iJif
Committee Member

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

Attch: Letter to churches and organizations



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 _____

Soecific Address or general areas where street(s) or allev(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 Saturday, May 5th, 2018.

Reason street(s) or alley(s) will be blocked: _____

t-or the annual Tmra :street Yara

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: _____ Month March Day 26th Year 2018

9

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.

Dayton's 15th Annual Third Street Sale Dayton, Washington

March 26th 2018

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 15th Annual Third Street Sale - have some fun, and make some dollars for your church or organization.

- On Saturday, May 5th 2018 the churches and other organizations of Dayton will conduct the 15th Annual Third Street Sale from 9:00 am to 3:00 pm. A request has been made to the city to close off 3rd 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 \$10 donation from each participating organization to help 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 other community organizations.

T, /J

vcl

PO Box 208, Dayton 99328
509-386-7295 - joe@daytonwa.net



Washington Public Agency Contract Small Works, Consultant, and Vendor Rosters

This contract (the "Contract") is made by and between Municipal Research and Services Center of Washington ("MRSC"), a not-for-profit corporation, and the Washington local government (the "Public Agency"),

City of Dayton

1. Purpose. The purpose of this Contract is to provide the Public Agency with membership in MRSC Rosters.
2. Scope of Services. MRSC shall host the entire Public Agency's individual Small Public Works Roster ("Small Works Roster"), individual Consultant Roster ("Consultant Roster"), and individual Vendor Roster ("Vendor Roster") (collectively "Rosters"). MRSC shall advertise at least annually for the Small Works Roster, Consultant Roster, and Vendor Roster in accordance with statutory requirements on behalf of the Public Agency. MRSC will assist small public works, consultant, and vendor business (collectively, "businesses") with roster registration throughout the year, receive applications, review applicant eligibility for compliance with basic statutory eligibility requirements, and maintain business applications in an online database.
3. Effective Date and Term. This Contract shall be effective in the year in which it is signed on either May 1 if signed prior to May 1 or December 1 if signed prior to December 1, for a period of one year.
4. Access to MRSC Rosters by Public Agency Prior to Legal Notice. As of the Contract effective date, the Public Agency may access the MRSC Rosters database at www.mrscrosters.org by entering its account login information, as will be provided by MRSC. The Public Agency may search for and view business applications as of the effective date of the Contract, but it may not contact businesses about roster projects until after the legal notice is posted.
5. Notification of Transition to MRSC Rosters. As of the contract effective date, the Public Agency may begin notifying interested businesses that they may register with the Public Agency at any time in the MRSC Rosters, but that the Public Agency will not begin using the hosted rosters until after the legal notice is posted.
6. Roster Legal Notice. MRSC shall post the statutorily-required roster legal notice on behalf of the Public Agency in a newspaper of general circulation relative to the location of the Public Agency. The notice will occur the first Monday of January or June, or during the week of the first Monday of January or June for weekly newspapers.
7. Use of MRSC Rosters by Public Agency. As of the date of the applicable legal notice in January or June, all departments of the Public Agency will discontinue use of any previously-maintained rosters and begin using the MRSC Rosters exclusively when choosing to follow a roster contracting process, in accordance with the following statutory requirements:
 - (a) Small Works Roster. The Public Agency will use the Small Works Roster to select businesses for public work projects in accordance with RCW 39.04.155, as now or hereafter amended. The Public Agency shall be responsible for its own and the selected businesses' compliance with all other laws and regulations governing public works contracting, including retainage and bonds, prevailing wages, and any other applicable requirements.
 - (b) Consultant Roster. The Public Agency will use the Consultant Roster to select businesses for consultant projects in accordance with the laws and ordinances applicable to the Public Agency, including Chapter 39.80 RCW when contracting for architectural and engineering services. The Public Agency shall be responsible for its own and the selected businesses' compliance with all laws and regulations governing the purchase of services.

(c) Vendor Roster. The Public Agency will use the Vendor Roster to select businesses to award contracts for the purchase of supplies, materials, and equipment not being purchased in connection with public works contracts in accordance with RCW 39.04.190, and any ordinances and other laws applicable to the Public Agency. The Public Agency shall be responsible for its own and the selected business' compliance with all laws governing such purchases.

8. Compensation of Businesses. The Public Agency shall be responsible for payments to any business that it selects as a result of its use of MRSC Rosters. The Public Agency shall make all such payments directly to the businesses selected by the Public Agency.

9. Annual Membership Fee. The Public Agency will pay MRSC an annual membership fee based on the five-year average of the Public Agency's total capital expenditures. Payment of the annual membership fee is due within thirty (30) days of the Contract effective date.

Based on the following Membership Fee Scale, the Public Agency will pay an annual membership fee of \$135.00

Total Capital Expenditures	Annual Membership Fee
Less than 5 million	\$135
5 to 10 million	\$275
10 to 15 million	\$425
15 to 25 million	\$575
25 to 50 million	\$745
More than 50 million	\$1145

10. Relationship of Parties. MRSC will perform the services under this Contract as an independent contractor and not as an agent, employee, or servant of the Public Agency. Nothing in this Contract shall be construed to render the parties partners or joint ventures.

11. Limitation of MRSC Liability. MRSC shall not be, directly or impliedly, a party to any contract with small works, consulting, or vendor businesses which the Public Agency may enter into as a result of the Public Agency's use of the MRSC Rosters. MRSC does not accept responsibility or liability for the performance of any business used by the Public Agency as a result of its use of the MRSC Rosters.

12. Hold Harmless and Indemnification. Each party shall defend, indemnify, and hold the other party harmless from any and all claims, injuries, damages, losses, or suits, including attorney fees, to the extent arising from any negligent act or omission of that party's officers, employees, volunteers, and agents in connection with the performance of this Contract.

13. Termination. This Contract may be terminated, with or without cause, by written notice of either party to the other. Termination shall be effective thirty (30) days after written notice. Termination of the contract by the Public Agency does not entitle the Public Agency to a refund of the membership fee prorated as to the time remaining in the contract term following termination.

14. Renewal. This Contract may be renewed annually by completing the online renewal process that includes confirming that the Public Agency will continue abiding by the terms outlined in this Contract and making payment within thirty (30) days from the effective date of either May 1 or December 1.

15. Non-assignment. MRSC shall contract with Strategies 360 for the hosting of the Public Agency rosters in the online database. MRSC shall not otherwise subcontract or assign any of the rights, duties, or obligations imposed upon it by this Contract without the prior express written consent of the Public Agency.

16. Governing Law and Venue. This Contract shall be governed by the laws of the State of Washington.
17. Severability. Should any clause, phrase, sentence or paragraph of this Contract be declared invalid or void, the remaining provisions of this Contract shall remain in full force and effect.
18. Complete Agreement. This Contract constitutes the entire understanding of the parties. Any written or verbal agreements that are not set forth herein or incorporated herein by reference are expressly excluded.
19. Public Agency Information. For purposes of Contract administration, the Public Agency provides the following information:

Official Public Agency Name: City of Dayton

Common Public Agency Name (if different): _____

Mailing Address: 111 S. 1st Street

Dayton, WA 99328

County: Columbia

Type of Public Agency: Municipality

Website: www.daytonwa.com

Primary Contact:

Name: Trina Cole

Title: City Administrator

Email: tcole@daytonwa.com

Telephone: 509-382-2361

Facsimile: 509-382-2539

Additional Contact:

Name: Jim Costello

Title: Public Works Director

Email: jcostello@daytonwa.com

Telephone: 509-382-4571

Facsimile: _____

20. Signatures. By signing this Contract, the Public Agency signatory below certifies that he/she has the authority to enter into this Contract on behalf of the entire Public Agency.

PUBLIC AGENCY

MRSC

[Signature]

[Signature]

Mayor

MRSC Rosters Manager

[Title]

[Title]

04/11/2018

[Date]

[Date]

**AMENDMENT NO. 1
TO TASK ORDER**

**CITY OF DAYTON
2017 FEMA Street Repair Project
Construction Engineering Services**

THIS AMENDMENT, made this 2nd day of April 2018, amends the TASK ORDER between the City of Dayton (CITY) and Anderson Perry & Associates, Inc. (ENGINEER), dated September 13, 2017 for the 2017 FEMA Street Repair Project.

SCOPE OF WORK

THIS AMENDMENT includes the additional expenses associated with providing construction engineering services to the CITY for the street repair projects identified as Federal Emergency Management Agency (FEMA) eligible repairs. The scope of services is in accordance with the attached Exhibit A.

COMPENSATION

THIS AMENDMENT will increase the Task Order budget by \$40,000. This increases the total Task Order budget from \$90,000 to \$130,000. The CITY will compensate the ENGINEER for performing the services outlined in this Task Order on a time and materials basis pursuant to the ENGINEER's current Hourly Fee Schedule (Exhibit B). Completion of services is anticipated by December 31, 2019.

All other provisions of the Task Order shall remain the same.

CITY: City of Dayton

ENGINEER: Anderson Perry & Associates, Inc.

By: _____

By:  _____

Name: Craig George

Name: Jake Hollopeter, P.E.

Title: Mayor

Title: Vice President

Date: _____

Date: April 2, 2018

EXHIBIT A
2017 FEMA STREET REPAIR PROJECT
CONSTRUCTION ENGINEERING SERVICES

SCOPE OF WORK

GENERAL

The work generally includes the tasks required to provide construction engineering services for the City of Dayton's (CITY's) 2017 FEMA Street Repair Project. Specific project elements include construction administration, construction observation, staking, materials testing, project documentation, and project closeout.

In general, the construction engineering phase will involve, but not be limited to, the following key components and deliverables:

- Project Management and Contract Administration
- Submit Monthly Invoices
- Provide Project Updates
- Construction Management and Administration
- Review and Approve Material Submittals
- Review Contractor Monthly Pay Estimates
- Schedule and Attend On-Site Construction Meetings
- Review Contractor Proposals for Alternate "Or Equal" Materials
- On-Site Construction Observation (based on a 60-working day construction contract)
- Daily Observation Reports
- Track Bid Item Quantities
- Materials Testing (by subconsultant)
- Provide Construction Staking
- Conduct Final Project Walk-Through
- Prepare Project Closeout Paperwork
- Prepare Construction Record Drawings

DUTIES AND RESPONSIBILITIES OF ANDERSON PERRY & ASSOCIATES, INC. (ENGINEER)

TASK 1 - PROJECT ADMINISTRATION

The ENGINEER shall oversee project tasks and coordinate with CITY representatives to manage the scope and budget. The following is a description of Project Administration tasks:

1. Prepare and submit monthly invoices. Each invoice will include the date period covered by invoice, number of hours worked during the billing period with billing rates shown, expenses and associated mark-ups, and total cost for labor and expenses for the billing period. The use of subconsultants is not expected.
2. Prepare a brief Project Status Report to accompany the monthly invoices. The Project Status Report will include a brief summary of work performed during the billing period, along with a notice to the CITY raising any issues or concerns that could require a contract amendment/supplement.
3. Project management. General coordination with CITY, FEMA, and ongoing monitoring of tasks and resources.
4. Maintain all contract-required documentation. Provide copies (or originals if necessary) of project files and records to the CITY for audits and public information requests. All final documents shall be provided in electronic format as requested.

Deliverables

- Monthly Invoices
- Project Documentation

TASK 2 - CONSTRUCTION ADMINISTRATION

2.1 Construction Management and Administration

The ENGINEER will provide complete construction management and administration services. The ENGINEER will act as the CITY's representative. Construction management and administration duties will include the following:

1. Attend the preconstruction conference and provide meeting minutes.
2. Coordinate and provide oversight for all on-site observation services.
3. Receive, review, maintain, and approve all material submittals. Copies of all submittal correspondence will be provided to the CITY.
4. Receive, review, and determine the acceptability of any and all schedules provided by the Contractor including the Progress Schedule, Schedule of Submittals, and Schedule of Values.
5. Review and process Change Orders.

6. Review the Contractor's proposed Monthly Pay Estimates and provide the Monthly Pay Estimates to the CITY for review and approval.
7. Schedule and attend on-site construction meetings and provide meeting minutes.
8. Prepare periodic construction updates for the CITY.

Deliverables

- Preconstruction Conference Meeting Minutes
- Copies of Approved Material Submittals
- Copies of all Contractor Schedules
- Construction Change Orders
- Monthly Pay Estimates
- On-Site Construction Meeting Minutes
- Construction Updates
- Copies of all Written Communications with the Contractor

2.2 Construction Observation

The ENGINEER will provide on-site construction observation services. The ENGINEER's Construction Representative will be the ENGINEER's agent for the project and will act as directed by, and under the supervision of, the ENGINEER. The Construction Representative's dealings in matters pertaining to the Contractor's work in progress will in general be with the ENGINEER and Contractor, keeping the CITY advised as necessary. The Construction Representative's dealings with subcontractors will only be through, or with the full knowledge and approval of, the Contractor. The Construction Representative will generally communicate with the CITY with the knowledge of and under the direction of the ENGINEER. The ENGINEER's Construction Representative responsibilities will include the following:

1. Serve as the ENGINEER's liaison with the Contractor, working principally through the Contractor's superintendent. Assist the ENGINEER in serving as the CITY's liaison with the Contractor when the Contractor's operations affect the CITY's on-site operations.
2. Assist in obtaining additional details or information from the CITY when required for proper execution of the work.
3. Assist in providing information regarding the intent of the Contract Documents.
4. Report to the ENGINEER when clarifications and/or interpretations of the Contract Documents are needed. Transmit any clarifications and/or interpretations issued by the ENGINEER to the Contractor.
5. Consider and evaluate the Contractor's suggestions for modifying the Drawings or Specifications and report such suggestions, together with the on-site project representative's recommendations, to the ENGINEER. Transmit to the Contractor in writing decisions issued by the ENGINEER.
6. Conduct on-site project observation to ensure all work is completed in accordance with the Contract Documents. Advise the ENGINEER of any special conditions encountered.

7. Coordinate with the ENGINEER in advance of scheduled major inspections, tests, and system startups. Verify that appropriate CITY personnel are present and that adequate records are kept for necessary testing.
8. Prepare a daily report recording all pertinent information such as the Contractor's hours on site, weather conditions, data relative to potential Change Orders, Field Orders, or changed conditions, site visitors, daily activities, and decisions.
9. Immediately notify the ENGINEER of any site accidents, emergencies, acts of God endangering the work, or property damage.
10. Review the Contractor's pay estimates to ensure work being paid for is completed. Track and process materials-on-hand in accordance with the Contract Documents.
11. Track bid item quantities daily.

Deliverables

- Daily Observation Reports
- Bid Item Quantities Tracking

2.3 Construction Staking

The ENGINEER will provide construction staking for the project as defined in the Contract Documents. This effort shall generally include one initial set of slope stakes, finish grade stakes, and offset stakes for stormwater facilities.

2.4 Materials Testing

The ENGINEER will schedule and provide a qualified testing subconsultant for on-site materials testing and laboratory testing of crushed surfacing, soils, concrete, and asphalt as required in the Contract Documents and at the frequency specified in the Washington State Department of Transportation Construction Manual.

TASK 3 - PROJECT CLOSEOUT

1. The ENGINEER will conduct a pre-final walk-through, complete substantial completion paperwork, and prepare a project punchlist.
2. The ENGINEER will conduct a final project walk-through and prepare project closeout paperwork.
3. The ENGINEER will prepare and submit construction Record Drawings from the red line drawings provided by the Contractor.

Deliverables

- Substantial Completion Paperwork
- Project Punchlist
- Project Closeout Paperwork
- Construction Record Drawings (one half size paper copy and one electronic pdf copy)

PROJECT ASSUMPTION

The following assumption applies to this Scope of Work: The CITY will identify a specific CITY Representative.

ADDITIONAL SERVICES

This section of the agreement is for additional work not identified in the ENGINEER's Scope of Work. No costs are included for additional services in the base construction engineering budget.

**EXHIBIT B
 HOURLY FEE SCHEDULE**

April 1, 2018

PROFESSIONAL TECHNICAL STAFF

TECHNICIANS

Technician	\$ 35.00
Technician I	\$ 50.00
Technician II	\$ 60.00
Technician III	\$ 65.00
Technician IV	\$ 75.00
Technician V	\$ 80.00
Technician VI	\$ 85.00
Technician VII	\$ 95.00
Senior Technician I	\$100.00
Senior Technician II	\$105.00
Senior Technician III	\$110.00
Senior Technician IV	\$115.00
Senior Technician V	\$120.00
Senior Technician VI	\$125.00
Senior Technician VII	\$150.00
Senior Technician VIII	\$170.00

ENGINEERING

Engineering Technician I	\$ 95.00
Engineering Technician II	\$100.00
Engineering Technician III	\$105.00
Engineering Technician IV	\$110.00
Engineering Technician V	\$115.00
Engineering Technician VI	\$125.00
Staff Engineer I	\$100.00
Staff Engineer II	\$105.00
Staff Engineer III	\$110.00
Project Engineer I	\$115.00
Project Engineer II	\$120.00
Project Engineer III	\$130.00
Project Engineer IV	\$135.00
Senior Engineer I	\$145.00
Senior Engineer II	\$150.00
Senior Engineer III	\$155.00
Senior Engineer IV	\$165.00
Senior Engineer V	\$170.00
Senior Engineer VI	\$175.00
Senior Engineer VII	\$180.00
Senior Engineer VIII	\$195.00

ARCHAEOLOGY

Archaeological Intern	\$ 45.00
Archaeologist Technician I	\$ 55.00
Archaeologist Technician II	\$ 60.00
Archaeologist Technician III	\$ 65.00
Senior Archaeologist I	\$ 85.00
Senior Archaeologist II	\$100.00
Senior Archaeologist III	\$110.00

PROJECT REPRESENTATIVES

Project Representative I	\$ 85.00
Project Representative II	\$ 95.00
Project Representative III	\$100.00
Project Representative IV	\$105.00

PLANNING

Senior Planner	\$125.00
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SURVEYORS AND CREWS

Survey Technician I	\$ 60.00	Survey Crew Chief III	\$110.00	Professional Land Surveyor V ...	\$160.00
Survey Technician II	\$ 70.00	Survey Crew Chief IV	\$115.00	GPS Total Station	\$ 40.00
Survey Technician III	\$ 75.00	Professional Land Surveyor I ...	\$115.00	Robotic Survey Station	\$ 30.00
Survey Technician IV	\$ 80.00	Professional Land Surveyor II ...	\$125.00	Total Station	\$ 23.00
Survey Crew Chief I	\$ 85.00	Professional Land Surveyor III ..	\$135.00	ATV (4-hour minimum)	\$ 30.00
Survey Crew Chief II	\$100.00	Professional Land Surveyor IV ..	\$150.00	Resource Grade GPS	\$ 20.00

OUT OF TOWN WORK

Mileage will be charged at the applicable IRS rate for vehicles, which is \$0.545 per mile for standard highway vehicles as of January 1, 2018. 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 will be charged a service fee of 1.0% per month.

**AMENDMENT NO. 1
TO TASK ORDER**

**CITY OF DAYTON
Washington Street and North 5th Street Water Main Improvements
Construction Engineering Services**

THIS AMENDMENT, made this 2nd day of April 2018, amends the Task Order entered into between the City of Dayton (CITY) and Anderson Perry & Associates, Inc., (ENGINEER) dated December 6, 2017 for the Washington Street and North 5th Street Water Main Improvements.

SCOPE OF WORK

THIS AMENDMENT includes additional expenses associated with providing construction engineering services to the CITY for the replacement of the water main and services in Washington Street from 4th Street to the Viaduct, North 5th Street from Washington Street to Patit Avenue, and Patit Avenue from 5th Street to Seneca Way. Also included is the replacement of the sewer main on Washington Street from the Viaduct to 5th Street. The scope of services is in accordance with the attached Exhibit A.

COMPENSATION

THIS AMENDMENT will increase the Task Order budget by \$20,000. This increases the total Task Order budget from \$40,000 to \$60,000. The CITY will compensate the ENGINEER for performing the services outlined in this Task Order on a time and materials basis pursuant to the ENGINEER's current Hourly Fee Schedule (Exhibit B). Completion of services is anticipated by December 31, 2019.

All other provisions of the Task Order shall remain the same.

CITY: City of Dayton

ENGINEER: Anderson Perry & Associates, Inc.

By: _____

By:  _____

Name: Craig George

Name: Jake Hollopeter, P.E.

Title: Mayor

Title: Vice President

Date: _____

Date: April 2, 2018

EXHIBIT A
WASHINGTON STREET AND NORTH 5TH STREET WATER MAIN IMPROVEMENTS
CONSTRUCTION ENGINEERING SERVICES

SCOPE OF WORK

GENERAL

The work generally includes the tasks required to provide construction engineering services for the City of Dayton's (CITY's) Washington Street/North 5th Street/Patit Avenue Water and Sewer Main Improvements project. Specific project elements include construction administration, construction observation, staking, materials testing, project documentation, and project closeout.

In general, the construction engineering phase will involve, but not be limited to, the following key components and deliverables:

- Project Management and Contract Administration
- Submit Monthly Invoices
- Provide Project Updates
- Construction Management and Administration
- Review and Approve Material Submittals
- Review Contractor Monthly Pay Estimates
- Schedule and Attend On-Site Construction Meetings
- Review Contractor Proposals for Alternate "Or Equal" Materials
- On-Site Construction Observation (based on a 50-working day construction contract)
- Daily Observation Reports
- Track Bid Item Quantities
- Materials Testing (by subconsultant)
- Provide Construction Staking
- Conduct Final Project Walk-Through
- Prepare Project Closeout Paperwork
- Prepare Construction Record Drawings

DUTIES AND RESPONSIBILITIES OF ANDERSON PERRY & ASSOCIATES, INC. (ENGINEER)

1.1 TASK 1 - PROJECT ADMINISTRATION

The Engineer will oversee project tasks and coordinate with CITY representatives to manage the scope and budget. The following is a description of Project Administration tasks:

1. Prepare and submit monthly invoices. Each invoice will include the date period covered by invoice, number of hours worked during the billing period with billing rates shown, expenses and associated mark-ups, and total cost for labor and expenses for the billing period.
2. Prepare a brief Project Status Report to accompany the monthly invoices. The Project Status Report will include a brief summary of work performed during the billing period, along with a notice to the CITY raising any issues or concerns that could require a contract amendment/supplement.
3. Project management. General coordination with CITY and ongoing monitoring of tasks and resources.
4. Maintain all contract-required documentation. Provide copies (or originals if necessary) of project files and records to the CITY for audits and public information requests. All final documents will be provided in electronic format as requested.

Deliverables

- Monthly Invoices
- Project Documentation

TASK 2 - CONSTRUCTION ADMINISTRATION

2.1 Construction Management and Administration

The ENGINEER will provide complete construction management and administration services. The ENGINEER will act as the CITY's representative. Construction management and administration duties will include the following:

1. Attend the preconstruction conference and provide meeting minutes.
2. Coordinate and provide oversight for all on-site observation services.
3. Receive, review, maintain, and approve all material submittals. Copies of all submittal correspondence will be provided to the CITY.
4. Receive, review, and determine the acceptability of any and all schedules provided by the Contractor including the Progress Schedule, Schedule of Submittals, and Schedule of Values.
5. Review and process Change Orders.
6. Review the Contractor's proposed Monthly Pay Estimates and provide the Monthly Pay Estimates to the CITY for review and approval.

7. Schedule and attend on-site construction meetings and provide meeting minutes.
8. Prepare periodic construction updates for the CITY.

Deliverables

- Preconstruction Conference Meeting Minutes
- Copies of Approved Material Submittals
- Copies of all Contractor Schedules
- Construction Change Orders
- Monthly Pay Estimates
- On-Site Construction Meeting Minutes
- Construction Updates
- Copies of all Written Communications with the Contractor

2.2 Construction Observation

The ENGINEER will provide on-site construction observation services. The ENGINEER's Construction Representative will be the ENGINEER's agent for the project and will act as directed by, and under the supervision of, the ENGINEER. The Construction Representative's dealings in matters pertaining to the Contractor's work in progress will in general be with the ENGINEER and Contractor, keeping the CITY advised as necessary. The Construction Representative's dealings with subcontractors will only be through, or with the full knowledge and approval of, the Contractor. The Construction Representative will generally communicate with the CITY with the knowledge of and under the direction of the ENGINEER. The ENGINEER's Construction Representative responsibilities will include the following:

1. Serve as the ENGINEER's liaison with the Contractor, working principally through the Contractor's superintendent. Assist the ENGINEER in serving as the CITY's liaison with the Contractor when the Contractor's operations affect the CITY's on-site operations.
2. Assist in obtaining additional details or information from the CITY when required for proper execution of the work.
3. Assist in providing information regarding the intent of the Contract Documents.
4. Report to the ENGINEER when clarifications and/or interpretations of the Contract Documents are needed. Transmit any clarifications and/or interpretations issued by the ENGINEER to the Contractor.
5. Consider and evaluate the Contractor's suggestions for modifying the Drawings or Specifications and report such suggestions, together with the on-site project representative's recommendations, to the ENGINEER. Transmit to the Contractor in writing decisions issued by the ENGINEER.
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7. Coordinate with the ENGINEER in advance of scheduled major inspections, tests, and system startups. Verify that appropriate CITY personnel are present and that adequate records are kept for necessary testing.
8. Prepare a daily report recording all pertinent information such as the Contractor's hours on site, weather conditions, data relative to potential Change Orders, Field Orders, or changed conditions, site visitors, daily activities, and decisions.
9. Immediately notify the ENGINEER of any site accidents, emergencies, acts of God endangering the work, or property damage.
10. Review the Contractor's pay estimates to ensure work being paid for is completed. Track and process materials-on-hand in accordance with the Contract Documents.
11. Track bid item quantities daily.

Deliverables

- Daily Observation Reports
- Bid Item Quantities Tracking

2.3 Construction Staking

The ENGINEER will provide construction staking for the project as defined in the Contract Documents. This effort shall generally include one initial set of offset stakes for water mains, valves, hydrants, and sewer manholes and mains.

2.4 Materials Testing

The ENGINEER will schedule and provide a qualified testing subconsultant for on-site materials testing and laboratory testing of trench backfill as required in the Contract Documents and at the frequency specified in the Washington State Department of Transportation Construction Manual.

TASK 3 - PROJECT CLOSEOUT

1. The ENGINEER will conduct a pre-final walk-through, complete substantial completion paperwork, and prepare a project punchlist.
2. The ENGINEER will conduct a final project walk-through and prepare project closeout paperwork.
3. The ENGINEER will prepare and submit construction Record Drawings from the red line drawings provided by the Contractor.

Deliverables

- Substantial Completion Paperwork
- Project Punchlist
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- Construction Record Drawings (one half size paper copy and one electronic pdf copy)

PROJECT ASSUMPTION

The following assumption applies to this Scope of Work: The CITY will identify a specific CITY Representative.

ADDITIONAL SERVICES

This section of the agreement is for additional work not identified in the ENGINEER's Scope of Work. No costs are included for additional services in the base construction engineering budget.

**EXHIBIT B
 HOURLY FEE SCHEDULE**

April 1, 2018

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Senior Engineer IV	\$165.00
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