

**RESOLUTION 2024 - 28**

**A RESOLUTION OF THE CITY COUNCIL OF SUNNYSIDE,  
WASHINGTON, AUTHORIZING THE INTERIM CITY MANAGER  
TO EXECUTE TASK ORDER 2024-05 WITH HLA ENGINEERING  
AND LAND SURVEYING, INC. TO COMPLETE THE  
STORMWATER PLAN**

**WHEREAS**, a funding application was submitted for grant funding to prepare a stormwater plan in October 2023, to the Department of Ecology,

**WHEREAS**, the Department of Ecology accepted the application and made an award to the City of Sunnyside to complete the stormwater plan,

**WHEREAS**, the Department of Ecology requires the grant recipient to enter into an Agreement to utilize the grant funding,

**WHEREAS**, the work to be performed will be prepared by the City's Engineering Firm, HLA Engineering and Land Surveying Inc (HLA).

**WHEREAS**, the City Council finds and determines that authorizing the City Manager to authorize a Task Order with HLA to prepare a stormwater plan, is in the best interest of the residents of the City of Sunnyside and will promote the general health, safety and welfare;

**NOW, THEREFORE, IT IS HEREBY RESOLVED BY THE CITY COUNCIL OF  
THE CITY OF SUNNYSIDE, WASHINGTON, as follows:**

**SECTION 1.** That the City Council of the City of Sunnyside hereby authorizes the City Manager to execute the Task Order with HLA, attached hereto as Exhibits "A", and act on behalf of the City of Sunnyside.

**SECTION 2.** This Resolution shall be effective upon passage, approval and signatures hereon in accordance with law.

**PASSED** this 22<sup>nd</sup> day of April 2024.



---

DEAN R. BROERSMA , MAYOR

**ATTEST:**



---

JACQUELINE RENTERIA, CITY CLERK

**APPROVED AS TO FORM:**  
SAXTON RILEY & RILEY, PLLC



---

BENJAMIN J. RILEY  
Attorneys for the City of Sunnyside

**TASK ORDER NO. 2024-05**

REGARDING GENERAL AGREEMENT BETWEEN CITY OF SUNNYSIDE

AND

HLA ENGINEERING AND LAND SURVEYING, INC. (HLA)

**PROJECT DESCRIPTION:****Stormwater Inventory and Implementation Plan****HLA Project No. 24090E**

The City of Sunnyside (CITY) received Water Quality Combined Financial Assistance from the Washington State Department of Ecology (Ecology) to improve stormwater conditions within the City of Sunnyside. The project will improve water quality in the Yakima River, Sulphur Creek Wasteway, and Snipes Lateral through the development of a Stormwater Implementation Plan. The project will evaluate existing outfalls within city limits and identify outfalls to eliminate or enhance utilizing stormwater best management practices (BMPs). The plan will include cost estimates and potential BMPs for selected outfalls for water quality treatment.

Funding for this project consists of \$258,400 Ecology grant and \$13,600 City funds, for a total project funding amount of \$272,000.

**SCOPE OF SERVICES:**

At the direction of the CITY, HLA shall provide the following professional services for the Stormwater Inventory and Implementation Plan:

**1.0 Grant and Loan Administration**

- 1.1 HLA shall assist the CITY with all work necessary to meet Ecology grant or loan administration requirements, including maintaining project records that demonstrates the project complies with applicable procurement, contracting, and interlocal agreement requirements.
- 1.2 Assist CITY with contract requirements of funding agency, including progress reports and payment requests (PRPR) submitted at least quarterly.
- 1.3 Prepare and submit the Recipient Close Out Report to Ecology at grant closeout.
- 1.4 Assist the CITY to maintain effective communication with Ecology and keep up-to-date staff contact information in the EAGL system.
- 1.5 Assist the CITY to ensure all deliverables as specified in the Ecology funding agreement will be completed and provided to Ecology.

*Deliverables:*

- *Submit quarterly progress reports including description of work accomplished, project challenges, and changes to the project schedule.*
- *Recipient Close Out Report (EAGL Form).*

## **2.0 Stormwater System Analysis**

This phase of the project will include data analysis, field reconnaissance, and hydrologic modeling to create exhibits showing the stormwater system outfalls within the CITY.

- 2.1 Analyze existing stormwater system information to delineate ownership across stakeholders, assess outfalls for elimination and potential for enhancement with water quality treatment best management practices (BMPs), and determine feasible project sites for future stormwater improvements.
- 2.2 Analysis will include investigation and supplemental survey information for the existing stormwater base map and system exhibit for the existing stormwater system within the service area. The information will be presented as a GIS shapefile or color figure(s) in PDF format and be included in the final Implementation Plan. The map will include all elements identified in the Ecology funding agreement.
- 2.3 HLA will perform stormwater modeling of the existing system outfalls to identify and quantify water quality treatment and flow control options to mitigate stormwater into receiving waters of the state; project future conditions to identify and describe impacts to treatment and flow control in the existing system; and develop a tabulation of 25-year and 100-year return period storm peak flows for each basin in the study area.
- 2.4 HLA will prepare a report to include the description of current conditions of stormwater infrastructure and outfalls, including a recommendation for each outfall; delineation of tributary drainage basins and topography of drainage areas for each outfall and discharge point; and results from stormwater modeling in 2.3.
- 2.5 HLA shall ensure all deliverables as specified in the Ecology funding agreement will be completed and provided to Ecology. The CITY must approve all materials prior to submitting them to Ecology for acceptance.

*Deliverables - upload to EAGL and notify Ecology Project Manager:*

- *Memorandum description of findings and proposed plan for each outfall location.*
- *Memorandum showing drainage basin determinations.*
- *Memorandum summarizing stormwater system analysis.*
- *Stormwater basemap and system exhibit shapefile/GIS interface or color PDF.*
- *Stormwater Modeling Results.*
- *List candidate water quality treatment BMPs.*

## **3.0 Stormwater Implementation Plan**

The Stormwater Implementation Plan will prioritize stormwater system improvements and provide the CITY with a resource for the planning, funding, and construction of future stormwater treatment and flow control facilities to treat stormwater from current land uses.

- 3.1 Prepare a Stormwater Implementation Plan that incorporates both water quality treatment and flow control potential, including a capacity and condition analysis of the existing stormwater system at the outfall locations; site plan for each alternative project location and its proposed BMPs for water quality treatment and flow control projects; description of alternatives selection and ranking process including criteria applied; and prioritized list of water quality treatment and flow control projects with implementation schedule.
- 3.2 Submit a draft Stormwater Implementation Plan for Ecology review and acceptance. (Allow 45 calendar days for Ecology review)
- 3.3 Prepare a final Stormwater Implementation Plan that considers and incorporates Ecology feedback as appropriate.

- 3.4 Submit Stormwater Implementation Plan to CITY Council for acceptance.
- 3.5 Provide documentation of State Environmental Policy Act (SEPA) action required for establishing the Stormwater Implementation Plan.
- 3.6 HLA shall ensure all deliverables as specified in the Ecology funding agreement will be completed and provided to Ecology. The CITY must approve all materials prior to submitting them to Ecology for acceptance.

*Deliverables – upload to EAGL and notify Ecology Project Manager:*

- *Draft Stormwater Implementation Plan.*
- *Responses to Ecology Draft Stormwater Implementation Plan comments.*
- *Final Stormwater Implementation Plan.*

#### **4.0 Cultural and Environmental Review and Permitting**

This phase of the project will meet the requirements set forth by the cultural resource protection requirements, SEPA, and all other applicable federal, state, and local laws and regulations. This phase of work will only be used if necessary for geotechnical exploration.

- 4.1 Request written notice from Ecology prior to proceeding with any work under this section.
- 4.2 Submit the Cultural Resources Review Form to Ecology, using the Ecology template.
- 4.3 Submit an Inadvertent Discovery Plan (IDP) to Ecology, using the Ecology template.
- 4.4 Submit the SEPA checklist for Ecology project manager review and notify the Ecology project manager when the official comment period begins. HLA will also upload the final SEPA determination.
- 4.5 Ensure all deliverables as specified in the Ecology funding agreement will be completed and provided to Ecology. The CITY must approve all materials prior to submitting them to Ecology for acceptance.

*Deliverables:*

- *Ecology Cultural Resources Review Form. Email directly to Ecology Project Manager; do not upload to EAGL.*
- *Ecology Inadvertent Discovery Plan (IDP). Email directly to Ecology Project Manager; upload to EAGL upon completed review by Ecology.*
- *SEPA Checklist. Upload to EAGL and notify Project Manager when the official comment period begins.*
- *Final SEPA Determination. Upload to EAGL and notify Ecology.*

#### **5.0 Project Close Out**

- 5.1. Submit the Recipient Close Out Report (RCOR) in EAGL in accordance with 1.0 Grant and Loan Administration.
- 5.2. Submit an Outcomes Summary using the Ecology template.

*Deliverables:*

- *Outcomes Summary – upload to EAGL and notify Ecology.*

## **6.0 Additional Services**

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

## **7.0 Items to be Furnished and Responsibility of CITY**

The CITY will provide or perform the following:

- 7.1 Provide full information as to CITY project requirements.
- 7.2 Provide all available information pertinent to the project.
- 7.3 Examine all documents presented by HLA and provide written decisions within a reasonable time so as not to delay the work of HLA.
- 7.4 Obtain approval of all governmental authorities with jurisdiction over the project, and approvals and consents from other individuals as necessary for completion. Pay all review fees and costs associated with obtaining such approvals.
- 7.5 Pay for all necessary permits required for completion of the project.

### **TIME OF PERFORMANCE:**

HLA will diligently pursue completion of the project following receipt of signed Task Order and all required information from the CITY. Time of performance for all phases of the project will be in accordance with the schedule provided in the Ecology funding agreement. All Stormwater Inventory and Implementation Plan work is anticipated to be completed prior to the funding expiration date of July 31, 2026.

### **FEE FOR SERVICE:**

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

#### **1.0 Grant and Loan Administration**

All work for 1.0 Grant and Loan Administration shall be performed for the lump sum fee of \$10,000.

#### **2.0 Stormwater System Analysis**

All work for 2.0 Stormwater System Analysis shall be performed for the lump sum fee of \$152,000.

#### **3.0 Stormwater Implementation Plan**

All work for 3.0 Stormwater Implementation Plan shall be performed for the lump sum fee of \$100,000.

#### **4.0 Cultural and Environmental Review and Permitting**

All work for 4.0 Cultural and Environmental Review and Permitting shall be performed for the lump sum fee of \$5,000.

#### **5.0 Project Close Out**

All work for 5.0 Project Close Out shall be performed for the lump sum fee of \$5,000.

**6.0 Additional Services**

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

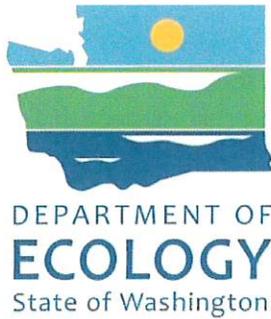
**Proposed:**  \_\_\_\_\_ 4/9/2024  
HLA Engineering and Land Surveying, Inc. Date  
Michael T. Battle, PE, President

**Approved:**  \_\_\_\_\_ 4/22/2024  
City of Sunnyside Date  
Robert Layman, Interim City Manager

See attached Exhibit A – ECOLOGY Insert

CITY CONTRACT NO: A-2024-68  
RESOLUTION NO: 2024-28  
COUNCIL MTG: 4.22.2024

## EXHIBIT A



### WASHINGTON STATE DEPARTMENT OF ECOLOGY

### WATER QUALITY COMBINED FUNDING

### INSERT FOR ALL SERVICES FOR

### STATE-FUNDED PROJECTS

The following clauses are suggested to be incorporated into contracts for all services receiving state financial assistance from the Washington State Department of Ecology's Water Quality Combined Funding Program.

#### **Compliance with State and Local Laws**

The services provider (CONTRACTOR) shall assure compliance with all applicable federal, state, and local laws, requirements, and ordinances as they pertain to the project.

#### **State Interest Exclusion**

Partial funding of this project is being provided through the Washington State Department of Ecology. Neither the State of Washington nor any of its departments or employees are, or shall be, a party to this contract or any subcontract.

#### **Third Party Beneficiary**

Partial funding of this project is being provided through the Washington State Department of Ecology. All parties agree that the State of Washington shall be, and is hereby, named as an express third-party beneficiary of this contract, with full rights as such.

#### **Cost Basis of Contract**

No contract may be written for "cost-plus-a-percentage-of-cost" or "percentage of construction cost." The cost basis for this contract must be cost-reimbursement, unit price, fixed-price, time and materials, or any combination of these four methods.

#### **Funding Recognition**

Documents produced under this agreement shall inform the public that the project received financial assistance from the Washington State Department of Ecology. The Washington State Department of Ecology's logo must be on all signs and documents. Logos will be provided as needed.

#### **Accessibility**

Public-facing documents produced under this agreement shall be accessible to the RECIPIENT's best ability. This recommendation applies to all products supplied under the Agreement, providing equal access to information technology by individuals with disabilities, including and not limited to web sites/pages, web-based applications, software systems, video and audio content, and electronic documents intended for publishing on Ecology's public web site.

## EXHIBIT A

### **Access To the Work Site and To Records**

The CONTRACTOR shall provide for access to their records by Washington State Department of Ecology personnel.

The CONTRACTOR shall maintain accurate records and accounts to facilitate the Owner's audit requirements and shall ensure that all subcontractors maintain auditable records. These records shall be separate and distinct from the CONTRACTOR's other records and accounts.

All such records shall be available to the Owner and to Washington State Department of Ecology for examination. All records pertinent to this project shall be retained by the CONTRACTOR for a period of three years after the final audit.

### **Funding Provision**

Partial funding of this project is being provided through the Washington State Department of Ecology. In the event that Ecology's funding from state, federal, or other sources is withdrawn, reduced, or limited in any way, the contract may be amended.

### **Copyright to Documents**

The Department of Ecology retains a copyright to any documents produced and data collected under this agreement. The Department retains a royalty-free, nonexclusive, and irrevocable license to reproduce, publish, or otherwise use the data or documents. The Department can authorize others to use the data or documents for federal, state, or local government purposes.