

UNION GAP CITY COUNCIL

REGULAR MEETING

AMENDED AGENDA

MONDAY DECEMBER 10, 2018 – 6:00 P.M.

CITY HALL, 102 W. AHTANUM ROAD, UNION GAP

I. CALL TO ORDER/PLEDGE OF ALLEGIANCE

II. CONSENT AGENDA: There will be no separate discussion of these items unless a Council Member requests in which event the item will be removed from the Consent Agenda and considered immediately following the Consent Agenda. All items listed are considered to be routine by the Union Gap City Council and will be enacted by one motion

A. Approval of Minutes:

Regular Council Meeting Minutes, dated November 26, 2018, as attached to the Agenda and maintained in electronic format

B. Approve Vouchers:

Claims Vouchers – EFT's, and Voucher No. 98282 through Voucher No. 98339 for December 10, 2018, in the amount of \$684,295.02

III. ITEMS FROM THE AUDIENCE: - First Opportunity -The City Council will allow comments under this section on items NOT already on the agenda. Where appropriate, the public will be allowed to comment on agenda items as they are addressed during the meeting. Please signal staff or the chair if you wish to take advantage of this opportunity. Each speaker will have three (3) minutes to address the City Council. Any handouts provided must also be provided to the City Clerk and are considered a matter of public record

IV. GENERAL ITEMS

Recognition Awards

Public Hearing

2019 Final Budget

Finance & Administration

1. Ordinance No. - _____ - Adopting the 2019 Budget
2. Ordinance No. - _____ - 2018 Year-end Budget Amendment
3. Resolution No. - _____ - Purchasing and Contracting Polices and Procedures

Public Works & Community Development

1. Resolution No. - _____ - Set Public Hearing –Comprehensive Plan Amendment
2. Resolution No. - _____ - Set Public Hearing – Vacation a Portion of Lightning Way Right-of-Way
3. Resolution No. - _____ - 2019 Technical Assistance Contract – Yakima Valley Conference of Governments
4. Resolution No. - _____ - Fuel Tax Grant Distribution Agreement
- ** 5. Resolution No. - _____ - HLA Consultant Agreement - Valley Mall Blvd. Resurfacing Project
- ** 6. Resolution No. - _____ - WA State Department of Ecology Agreement – Water Quality Combined Financial Assistance Agreement
- ** 7. Resolution No. - _____ - HLA Task Order No. 2018-01 Agreement for Design Engineering Services for Ahtanum Road and Main Street Stormwater Improvements
8. Award of Bid – Valley Mall Boulevard Resurfacing Project

V. ITEMS FROM THE AUDIENCE: - Final Opportunity - The City Council will allow comments under this section on items NOT already on the agenda. Each speaker will have three (3) minutes to address the City Council. Any handouts provided must also be provided to the City Clerk and are considered a matter of public record

VI. CITY MANAGER REPORT

VII. COMMUNICATIONS/QUESTIONS/COMMENTS

VIII. DEVELOPMENT OF NEXT AGENDA

IX. RECESS TO 20 – MINUTE EXECUTIVE SESSION:

For personnel reasons, pursuant to RCW 42.30.110(g); the Council may be taking action afterward.

**** X. CLOSED SESSION**

Pursuant to RCW 42.30.140(4), which provides that the requirements of OPMA do not apply for collective bargaining and contract negotiations.

- a. 2019 Police Guild
- b. 2019 Teamsters Clerical
- c. 2019 Teamsters Non-uniform

Council will resume the City Council meeting to vote on the proposed contracts.

XI. ADJOURN REGULAR MEETING

RECOGNITION AWARDS

PUBLIC HEARING

2019 Final Budget

City Council Communication



Meeting Date: December 10 , 2018
From: Karen Clifton, Director of Finance and Administration
Topic/Issue: Public Hearing – 2019 Final Budget

SYNOPSIS: We are required to have a second public hearing for the budget.

RECOMMENDATION: Conduct a public hearing.

LEGAL REVIEW: N/A

FINANCIAL REVIEW: N/A

BACKGROUND INFORMATION: The City Council held a public hearing on the property tax revenues at the November 13, 2018 Regular Council Meeting, and public hearings on the 2019 Budget at the Regular Council meetings on November 13, 2018 and December 10, 2018.

ADDITIONAL OPTIONS: N/A

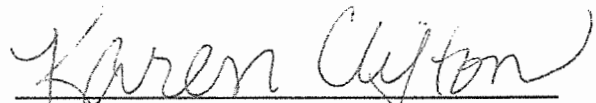
ATTACHMENTS: Public Hearing Notice

**UNION GAP CITY COUNCIL
NOTICE OF BUDGET HEARING
CITY OF UNION GAP, WASHINGTON**

NOTICE IS HEREBY GIVEN that a public hearing will be held on the 2019 Final Budget on Monday, December 10, 2018, at 6:00 p.m. in the City Hall Council Chambers, located at 102 W. Ahtanum Rd., Union Gap, Washington.

Citizens attending the hearing will have the right to provide written and oral comments concerning the budget. Comments may also be submitted to the City Clerk at Karen.Clifton@uniongapwa.gov or by mail to P. O. Box 3008, Union Gap, Washington 98903 prior to 5:00 p.m. on December 10 2018.

DATED this 7th day of November, 2018.



Karen Clifton, City Clerk



City Council Communication

Meeting Date: December 10, 2018
From: Karen Clifton, Director of Finance and Administration
Topic/Issue: Ordinance – Adopting the 2019 Budget

SYNOPSIS: The City Council held a public hearing on the property tax revenues at the November 13, 2018 Regular Council Meeting, and public hearings on the 2019 Budget at the Regular Council meetings on November 13, 2018 and December 10, 2018.

RECOMMENDATION: Adopt and publish an ordinance adopting the 2019 Budget for the City of Union Gap, Washington.

LEGAL REVIEW: N/A

FINANCIAL REVIEW: N/A

BACKGROUND INFORMATION: N/A

ADDITIONAL OPTIONS: N/A

ATTACHMENTS: Ordinance

CITY OF UNION GAP, WASHINGTON
ORDINANCE NO. _____

AN ORDINANCE adopting the 2019 Budget for the City of Union Gap, Washington.

WHEREAS, the City Council of the City of Union Gap, Washington, after publishing all notices and conducting all hearings on the same as required by law; and

WHEREAS, there was no objection to the budget at said hearings; and

WHEREAS, said final budget for the year 2019 shows in detail the amount of revenues and expenditures, including salaries and totals of various funds as follows:

		<u>Revenues</u>	<u>Expenditures</u>
001	Current Expense	9,725,878	9,725,878
002	General Fund Reserve	471,309	471,309
101	Street Fund	1,365,741	1,365,741
106	Park Dev. Reserve	139,342	139,342
107	Lodging Tax	525,788	525,788
108	Tourism Promotion Assessment	260,326	260,326
109	Contingency Fund	188,358	188,358
110	Craft Night Reserve	1,221	1,221
112	Public Works Equip Reserve	461,059	461,059
113	Fire Truck Reserve	596,200	596,200
114	Senior Activity Fund	7,087	7,087
115	Police Vehicle Reserve	119,621	119,621
116	City Hall Building Reserve	2,147,229	2,147,229
117	PW Building Reserve	30,000	30,000
118	Municipal Capital Improvement	724,988	724,988
120	CH Equip Reserve	173,907	173,907
121	Street Development Reserve	934,883	934,883
123	Criminal Justice	986,557	986,557
124	Infrastructure Reserve Fund	1,808,821	1,808,821
125	Development Mitigation Reserve	7,790	7,790
126	Crime Prevention	39,730	39,730
127	Commute Trip Red	2,995	2,995
128	Transit System Fund	4,516,365	4,516,365
130	Community Policing	18,749	18,749
131	Drug Seizure Forfeiture	1,653	1,653
132	Community Events	18,300	18,300
133	Marijuana Excise Tax	243,255	243,255
170	Housing Rehab	159,660	159,660
304	Valley Mall Blvd. Improvements	2,333,497	2,333,497
401	Water Fund	2,137,077	2,137,077
402	Garbage Fund	1,471,836	1,471,836
403	Sewer/Storm Water	2,691,219	2,691,219

404	Water Improvement Reserve	3,292,785	3,292,785
405	SE Improvement Reserve	3,099,381	3,099,381
432	Bond Reserve	0	0
	Total 2019 Budget	\$40,682,607	\$40,682,607

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF UNION GAP:

Section 1. The 2019 Revenue vs. Expenditures Worksheet is attached hereto and made a part hereof by reference, as required.

Section 2. The final budget for the fiscal year 2019, a copy of which is attached hereto and is made a part hereof by reference, is adopted by the City of Union Gap, Washington. Said budget will be available for the public and may be obtained from the City Hall front office.

This ordinance shall be in force and take effect five days after its passage and publication according to law.

PASSED this 10th day of December 2018.

Roger Wentz, City Mayor

ATTEST:

APPROVED AS TO FORM:

Karen Clifton, City Clerk

Bronson Brown, City Attorney



City Council Communication

Meeting Date: December 10, 2018
From: Karen Clifton, Director of Finance and Administration
Topic/Issue: Ordinance – 2018 Year-End Budget Amendment

SYNOPSIS: There are several funds that need to be adjusted for unanticipated expenses, therefore a 2018 Budget Amendment is required.

RECOMMENDATION: Adopt an ordinance amending the 2018 to account for unanticipated expenses.

LEGAL REVIEW: The City Attorney reviewed this ordinance.

FINANCIAL REVIEW: N/A

BACKGROUND INFORMATION: Unanticipated expenses are as follows:

001 - Current Expense	\$737,688	Additional Salaries & Benefits; higher Jail Costs; unbudgeted public records litigation costs; higher public defense costs; 12/31/18 payroll costs; and a higher transfer to the 124 Infrastructure Reserve Fund for Borton Fruit construction sales tax (\$187,030 will be offset by construction sales tax revenue)
107 – Lodging Tax Fund	\$500	Field repair for the 2018 WIAA State Baseball Championships
124 - Infrastructure Reserve	\$212,528	Project Close-out Costs (Goodman Rd/VMB Signal; S. 14th St; Relight Prog.)
125 - Mitigation Reserve	\$12,402	Project Close-out Costs (Goodman Rd/VMB Signal)
402 - Garbage	\$64,690	Additional Salaries & Benefits/higher contracted services
432 - Bond Reserve Fund	\$230,503	City's Match for Civic Campus project

ADDITIONAL OPTIONS: N/A

ATTACHMENTS: Ordinance

CITY OF UNION GAP, WASHINGTON
ORDINANCE NO. _____

AN ORDINANCE amending the 2018 budget, adjusting certain funds for unforeseen expenditures not included in the 2018 budget.

WHEREAS, there were expenditures in certain funds that were not forecasted in the 2018 Budget;

WHEREAS, it is necessary to amend the 2018 budget to approve these expenditures;

NOW, THEREFORE, BE IT ORDAINED BY THE UNION GAP CITY COUNCIL as follows:

Section 1. The 2018 budget is amended to authorize a transfer from the 432 – Bond Reserve Fund to the 116 – City Hall Building Reserve Fund in the amount of \$230,503 and an expenditure of up to \$230,503 from the 116 – City Hall Building Reserve Fund for the City’s matching funds for the Civic Campus Project.

Section 2. The 2018 budget is amended to authorize expenditures in the funds and amounts as follows:

- 001 – Current Expense Fund in the amount of up to \$737,688 for higher jail costs, unbudgeted litigation costs, higher labor costs due to higher CPI percentage, higher public defense costs, additional year-end payroll costs (per auditor’s requirement), and a larger transfer to the 124 – Infrastructure Reserve Fund for Borton Fruit construction sales tax revenues (\$187,030 of which will be offset by construction sales tax revenues);
- 107 – Lodging Tax Fund in the amount of \$500 for field repair for the 208 WIAA State Baseball Championships, which was approved in the May 29, 2018 Lodging Tax minutes;
- 124 – Infrastructure Reserve Fund in the amount of \$212,528 for project closeout costs from prior year;
- 125 – Development Mitigation Fund in the amount of \$12,402 for project closeout costs from prior year;
- 402 – Garbage Fund in the amount of \$64,690 for higher labor costs due to higher CPI percentage, and additional year-end payroll costs (per auditor’s requirement).

Section 3. This ordinance shall become effective five (5) days after passage and publication as required by law.

ORDAINED this 10th day of December 2018.

Roger Wentz, Mayor

ATTEST:

APPROVED AS TO FORM:

Karen Clifton, City Clerk

Bronson Brown, City Attorney



City Council Communication

Meeting Date: December 10, 2018
From: Karen Clifton, Director of Finance and Administration
Topic/Issue: Resolution – Purchasing and Contracting Policies and Procedures

SYNOPSIS: During our recent audit the Washington State Auditor recommended the City adopt a procurement policy that aligns with State and Federal legislation.

RECOMMENDATION: Approve a resolution adopting a new Procurement Policy.

LEGAL REVIEW: The City Attorney prepared the policy and reviewed the resolution.

FINANCIAL REVIEW: N/A

BACKGROUND INFORMATION: This was discussed at the November 19th Finance and Administration committee meeting and at the November 26th regular Council meeting.

ADDITIONAL OPTIONS: N/A

ATTACHMENTS:

1. Resolution
2. Purchasing and Contracting Policies and Procedures

CITY OF UNION GAP, WASHINGTON
RESOLUTION NO. _____

A RESOLUTION adopting the *City of Union Gap Purchasing and Contracting Policies and Procedures*.

WHEREAS, during the 2016 and 2017 State audit, the Auditor recommended adopting a purchasing policy;

WHEREAS, the policy should align with State and Federal purchasing legislation;

WHEREAS, the city wishes to adopt the *City of Union Gap Purchasing and Contracting Policies and Procedures* to comply with the recommendation from the State Auditor;

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF UNION GAP, WASHINGTON, HEREBY RESOLVES as follows:

The *City of Union Gap Purchasing and Contracting Policies and Procedures* is adopted and attached hereto, in order to comply with the State Auditor's recommendation.

PASSED this 10th day of December, 2018.

Roger Wentz, Mayor

ATTEST:

APPROVED AS TO FORM:

Karen Clifton, City Clerk

Bronson Brown, City Attorney

CITY OF UNION GAP
PURCHASING AND CONTRACTING
POLICIES AND PROCEDURES

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City of Union Gap

Purchasing and Contracting Policies and Procedures

INTRODUCTION

All City departments and employees must follow established policies and procedures for procurement of equipment, materials, and services. Adherence to policies and procedures will ensure that public purchases and contracts are open and fair. Procedures are divided into four major areas: 1) Purchases of Supplies, Materials, and Equipment, 2) Professional Services, 3) Sole/Single Source Purchases, and 4) Public Works Contracts and Professional Services (architectural and engineering).

Reason for Policy/Purpose

Considerable authority has been delegated to departments to make purchasing decisions. This requires that employees involved at every step of the process take full responsibility for understanding the City's policies and procedures regarding purchasing, payment, and vendor relations. Purchasing decisions are business decisions made on behalf of the City of Union Gap and therefore should be made with the utmost consideration for what is in the best interest of the City. Purchases also need to be made in the most efficient and cost effective manner. Following policy and procedures ensures that appropriate business processes occur when dealing with outside vendors. Segregation of duties and responsibilities in the purchasing process provides proper controls. As the dollar value and complexity of a purchase increases, so does the level of authority and responsibility required to obligate the City for a purchase. This policy is meant to provide guidance to end users making purchases on behalf of the City of Union Gap.

The Finance Department is charged with developing administrative procedures to implement this policy with input from other City departments. Procedures should ensure the fiscal responsibility of the City in expending resources for good and services for City operations. The procurement procedures of the City are based on guidelines provided in the Revised Code of Washington (RCW), by the Washington State Auditor's Office, and by the Municipal Research and Services Center (MRSC).

Objectives

The objectives of the City's procurement program are as follows:

- To enhance public trust in the procurement process through disciplined purchasing and contracting policies and procedures;
- To provide a uniform system to obtain supplies, materials, equipment, and services in an efficient and timely manner;
- To facilitate responsibility and accountability with the use of City resources;
- To ensure equal opportunity and competition among suppliers and contractors;
- To promote effective relationships and clear communication between the City and its suppliers and contractors;
- To comply with Uniform Guidance, 2CFR 200 required for Federal awards made after December 26, 2014; and
- To comply with the comprehensive State procurement statutes which govern expenditures of public funds.

GENERAL POLICY

Code of Ethics

Ethics policies and disciplinary sanctions have been established within the **City's Personnel Policies** and **City Council Rules of Procedure and Conduct**. Public employees must discharge their duties impartially, so as to assure fair competitive access to governmental procurement by responsible contractors. Moreover, they should conduct themselves in such a manner as to foster public confidence in the integrity of City of Union Gap's procurement function.

No City of Union Gap employee, officer, agent, or any member of his/her immediate family shall receive any benefit, gratuity or reward, directly or indirectly, from any City of Union Gap contract or procurement. This restriction applies to partners of Union Gap employees or to organizations to which they may belong.

No City employee, officer, or agent shall solicit or accept gratuities, favors, or anything of monetary value from contractors, potential contractors, or parties to subagreements. In compliance with RCW 42.52.150, the following unsolicited gifts may be accepted by City employees:

- Advertising or promotional items of nominal value, such as pens, calendars, and note pads;

- Unsolicited flowers, plants and floral arrangements that are left to decorate the agency's office; and
- Food and beverages consumed at a hosted meeting or reception where the attendance is related to the employee's position at the City.

Conflict of Interest

Organizational conflicts of interest, both real and apparent, shall be avoided to the maximum extent possible. An organizational conflict of interest exists when because of the relationship with a parent company, affiliate, or subsidiary organization, the City is unable or appears to be unable to be impartial in conducting a procurement action involving a related organization.

If an organizational conflict of interest is determined to exist, the City may, at its discretion, offer the opportunity to correct the organizational conflict of interest, disqualify a Submitter from further participation in procurement, cancel the procurement or, if award has already occurred, the City may cancel the Contract. If the Submitter was aware of an organizational conflict of interest prior to the award of the contract and did not disclose the conflict to the City, the City may terminate the contract for default.

Unauthorized Purchases

Only authorized individuals may financially obligate the City in the acquisition of goods, services and public works. Any financial obligation made by an individual lacking authority to procure on behalf of the City shall not be deemed ratified or approved by any City Official and the City shall not be bound thereby, except as may be required by law. Individuals procuring on behalf of the City without proper authorization may be held personally liable for unauthorized debts incurred.

Enforcement

The City Manager or designee and each Department Director shall be responsible for procurements made for his/her department and ensure all purchases are made in accordance with this policy, state laws and federal regulations. The Finance Director or designee shall monitor the City's procurement policies to enforce compliance with regulations. In the case of an irresolvable dispute between a Department Director and the Finance Director or designee, the City Manager shall make the final determination in consultation with the City Attorney.

Planning

It is the responsibility of the City Manager or designee and Department Director to ensure sufficient unexpended budget exists to make the contemplated purchase. Furthermore, it

is the Department Director's responsibility to determine that all procurements are required to meet only the City's needs and to avoid the purchase of unnecessary or duplicative items. The Department Director shall give consideration to consolidation or breaking out items to obtain a more economical purchase.

Where appropriate, an analysis should be made of a lease vs. purchase alternative and any other appropriate analysis, such as, delivery costs, after-market support and service, travel and per diem costs for out of area consultants etc., to determine which approach would be the most economical and provide the greatest return value to the City.

To foster greater economy and efficiency, Department Directors are encouraged to enter into state and local intergovernmental agreements, whenever they are available, for the procurement of common goods and services. Department Directors are also encouraged to evaluate the feasibility and project cost impacts of using federal excess and surplus property in lieu of purchasing new equipment and property.

Controlling Laws

Purchases must comply with appropriate and relevant Federal, State, and local laws and regulations. If the appropriate and relevant Federal, State or local laws, regulations, grants, or requirements are more restrictive than these guidelines, such laws, regulations, grants, or requirements must be followed. For example, the federal competitive proposal process may have more steps and requirements than the one described by RCW. When using federal or state funds there may be elements that require prior written approval from the granting agency before purchases are made.

When procuring items funded by federal grants, City employees shall review and follow the provisions of "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards" Title 2 of the Code of Federal Regulations (2 CFR 200) for federal awards made after December 26, 2014.

Buy versus Lease Process

Equipment should almost always be acquired by outright purchase. If leasing is determined to be appropriate, departments should consult with the Finance Department to determine if equipment should be leased. If grant or restricted funds are involved in the acquisition of the equipment, it must first be determined that the source of funding allows for leasing.

Leasing may be advantageous if the total cost of a lease for the period of the equipment's life or the technological life is less than the purchase price. The total cost of the lease should be compared to the total cost of the purchase, taking into account such factors as equipment costs, maintenance costs, interest, taxes, and insurance.

Capital Equipment/Asset Tracking

Capital Equipment is defined as property having a useful life of one or more years from the date of acquisition and a minimum acquisition cost of \$5,000 or more.

Budget Amendments

Each Department Director must ensure purchases are initiated only when appropriations are sufficient to cover the anticipated cost. Requests for budget adjustments must be given to the Finance Director or designee for compilation of a budget amendment request to the City Manager and City Council.

Use of City Bank/Credit Card

For those employees authorized to use a City bank/credit card, the use of the City bank/credit card is strictly limited to official City business, which includes but is not limited to, conference or program registration; travel, lodging, and meals; purchase of materials and supplies, and related expenses. Bank/credit card limits will be established by the City Manager or designee and will depend on approval authority up to \$15,000.

PURCHASING SUPPLIES, MATERIALS, EQUIPMENT AND PROFESSIONAL SERVICES

General

The following section applies to purchases of:

- Supplies, materials, and equipment
- Professional services (does not include architectural and engineering design)
- Non-professional services

This policy does not apply to the acquisition, sale, or lease of real property.

See the *Public Works* section for guidelines for public works contracts and professional services (architectural and engineering services).

Determining Total Purchase Price

Anticipated Cost

The anticipated annual need for a good or service (when it can reasonably be projected) should be used to determine the cost of goods or services, and thus which cost threshold and other related purchasing requirements apply.

No “Bid Splitting”

Requirements should not be divided to come up with a lower total cost to avoid competition requirements. If one item being purchased requires another item to “make a whole”, the total accumulated costs of the two items (when they can reasonably be projected) should be considered together to determine which cost threshold applies, unless the two items are not available from a single supplier.

Costs to Include

Include costs such as taxes, freight, and installation charges when determining which cost threshold applies.

Include Total Quantity Needed

Requirement for the total quantity of an item (when they can reasonably be projected) should be considered when determining which cost threshold and related purchasing requirements apply.

Multiphase Programs

If a purchase is to be completed in phases, the total accumulated cost for all phases should be considered when determining which cost threshold applies.

The following cost thresholds apply for purchases of supplies, equipment, *nonprofessional services*, and information services.

They do not apply to the purchase of services that constitute a *public work*. See *Public Works* section for public works projects.

They also do not apply to the purchase of *professional services* (including architectural or engineering services). See the section for professional services or the *Public Works* section for architectural or engineering service contracts.

Approval Authority

Purchasing limits as set forth via the approved City Resolutions states the purchasing limit for all Department Heads shall be that amount as set forth in the department's budget for each fund.

Cost Threshold Requirements – Supplies, Equipment, Non-Professional Services, and Information Services

Note: Federal Funds and grants come with their own separate and more restrictive bidding requirements. Competitive bidding may be required by federal agencies, even below the state bid limits and the required competitive process may be more demanding. The purchaser must ensure purchasing rules are followed.

Purchases below \$7,500:

Best practice purchasing should be used to assure the City obtains quality goods or services at reasonable prices. Three telephone or written quotes are encouraged for purchases between \$5,000 and \$7,499.

Purchases between \$7,500 and \$15,000:

When deemed appropriate by the City Manager, the city may use the vendor list to award contracts between \$7,500 - \$15,000. For purchases in this price range, the City Manager shall authorize an appropriate city agent to secure by telephone or in writing quotations from vendors. When possible, at least three different vendors shall be invited to submit bids. Immediately after an award is made bid quotations obtained shall be recorded, open to the public inspection, and available by telephone inquiry. The purpose of the multiple vendor bids is to assure a competitive price and to award contracts for the purchase of materials, equipment, supplies, or services to the lowest responsible bidder. The city reserves the right to reject any and all bids.

The City shall post a list of the contracts awarded by the vendor list at least once every two months. The list shall contain the name of the vendor awarded the contract, the amount of the contract, a brief description of the items purchased under the contract, and the date it is awarded. The list shall also state the location where the bid quotations are available for public inspection.

Purchases over \$15,000:

Formal competitive bidding must be used for purchases over \$15,000. The Municipal Research and Services Center (MRSC) vendor list may be used instead of formal competitive bidding. This is a directory maintained by MRSC of

vendors who are interested in selling equipment, materials, and supplies to the city.

Other Purchasing Options for Supplies, Equipment, Non-Professional Services and Information

Auctions

RCW 39.30.045 allows for the purchase of any supplies or equipment at auctions rather than through competitive bidding, if the items can be obtained at a competitive price.

Purchasing Surplus Property from Other Governmental Agencies

RCW 39.33.010 allows for the purchase of surplus property from other governmental agencies without regard to bid laws.

Contracting for Services with Other Governmental Agencies

RCW 39.34.030 authorizes one public agency to contract with another public agency to perform any function which each agency is authorized by law to perform itself. This is done by entering into a written Intergovernmental Cooperative Purchasing Agreement (also known as an "Interlocal Agreement").

Piggybacking on State Contracts and Federal Contracts

The City can piggyback on state and federal purchasing contracts without calling for competitive solicitations. Purchasing contracts awarded by the State of Washington through the Master Contracts Usage Agreement allows the City to access hundreds of state purchasing contracts. The City can also piggyback off many federal contracts administered by the General Services Administration (GSA).

EMERGENCY OR SOLE/SINGLE SOURCE PURCHASES

Situations may occur when competition among multiple vendors is not practical. These situations, as outlined in RCW 39.04.280, include:

- There is clearly and legitimately only one source capable of supplying the good or service in a timely fashion.
- There are special circumstances or market conditions that result in only one appropriate source. (This includes parts and services for equipment, and technical support for computer software or hardware, that the City is already using. Other costs associated with a potential purchase, such as the need for additional staff training, may also be considered.)
- Purchases of insurance or bonds.
- In the event of an *emergency*.

For this policy, sole source is defined as having only one known source for the goods/services required. Single source means there is more than one vendor capable of supplying the goods/services in the open market but only one is recommended because it is more cost effective or beneficial to the City. Purchases may be made from a *sole or single source* vendor without soliciting other quotes or bids. In non-emergency situations, written documentation demonstrating the appropriateness of a sole/single source purchase must be submitted to the Finance Department in advance of the purchase. Documentation must show adequate and detailed information to support the proposed procurement method. Finance (and the City Attorney, when needed) will evaluate whether a vendor can legitimately be defined as a sole/single source. Purchases in excess of \$5,000 from a sole source vendor require prior approval of the City Manager/designee.

If an emergency exists, the City Council or the person(s) designated by the Council to act in the event of an emergency may;

- Declare an emergency situation exists.
- Waive competitive requirements.
- Award, on behalf of the City, contracts necessary to address the emergency situation.

In *non-emergency* situations, RCW 39.04.280 states the contract and the basis for the exception from competitive procurement must be recorded and open to public inspection immediately after the purchase.

In emergency situations, RCW 39.04.280 requires a written finding of the existence of an emergency be made and entered into the public record no later than two weeks following the award of the contract.

PROFESSIONAL SERVICES CONTRACTS

Professional services are services which provide professional or technical expertise to accomplish a specific study, project, task, or other work statement.

They include, but are not limited to:

- Accounting and auditing
- Bond or insurance brokerage
- Consulting services
- Legal services
- Real estate appraisal or title abstracts

Competitive Process

A competitive process is not required for professional services, other than professional architectural or engineering services for the design of City improvements (see *Public Works* when obtaining these services).

Approval Authority

Amount	Approval Authority
\$0 - \$10,000	Director
\$10,001 - \$25,000	City Manager
\$25,001 and Over	City Council

Contract Amendments

The City Manager may execute an amendment to a professional services agreement without City Council approval, provided that the amendment:

- Simply extends the time of completion for a project.
- Provides for a cost increase that does not exceed the original contract cost (example: authorizing the use of Management Reserve), and is supported by the City's budget.
- Does not substantially change the scope of the original contract.
- Does not exceed approval authority.

PAYMENT

PROCESSING

Approvals

Vendor invoices should be signed for approval by the department director or designee before they are processed for payment. Reimbursements payable to City employees should be signed for approval as follows:

- Council – approved by the City Manager or designee.
- Mayor – approved by the City Manager or designee or Finance Director.
- Department Director – approved by the City Manager or designee.
- Other employees – approved by the direct supervisor or Department Director or designee.

Employees may not approve their own reimbursement.

PUBLIC WORKS GENERAL

As defined in RCW 39.04.010, “public works” include, but are not limited to, all work, construction, alterations, repair, or improvement other than ordinary maintenance, engineering analysis, and design and other professional services, executed at the City’s cost, or which is by law a lien or charge on any property therein. All public works will be administered through the Public Works Department.

Ordinary Maintenance is either (1) work not performed by contract and that is performed on a regularly scheduled basis (daily, weekly, monthly, seasonal, semiannually, but at least once per year), to service check, or replace items that are not broken: or (2) work not performed by contract that is not regularly scheduled but is required to maintain the asset so that repair does not become necessary. (WAC 296-127-010(7)(b)(iii)) By law maintenance requires prevailing wages. ***Only work done by City employees is exempt.***

Public works contracts are in accordance with the current edition of the Standard Plans for Road, Bridge and Municipal Construction as issued by the Washington State of Department of Transportation (WSDOT), the American Public Works Association (APWA), Local Agency Guidelines Manual (LAG), the Department of Labor and Industries and all state, federal and local laws.

PUBLIC WORKS CONTRACTS

Public Works Contracts (under \$300,000) – Small Works

RCW 39.04.155 and the UGMC 3.116 authorizes the City to use a small works roster to award public works contracts of less than \$300,000.

Small Works Contracts Procedure: The City Manager shall authorize an appropriate city agent to secure by telephone in writing quotations from contractors on the small works roster. Invitations for quotations shall include an estimate of scope and nature of the work to be performed as well as materials and equipment to be furnished. When possible, at least 5 contractors shall be invited to submit bids. Once a contractor has had an opportunity to submit a bid that contractor shall not be offered another opportunity to submit a bid until all the other appropriate contractors on the roster have been afforded the opportunity to submit a proposal. Immediately after an award is made, the bid quotations obtained shall be recorded, open to the public inspection, and available by telephone inquiry. The City reserves the right to reject any and all bids.

The City shall post a list of the contracts awarded by the vendor small works roster at least once every two months. The list shall contain the name of the contractor awarded the contract, the amount of the contract, a brief description of the type of work performed under the contract, and the date it is awarded. The list shall also state the location where the bid quotations are available for public inspection.

Public Works Contract (over \$300,000)

Public works projects shall be awarded by competitive sealed bidding if the Project's estimated cost is over \$300,000.

Prevailing Wage

The City is required by RCW 39.12.040 to require all Contractors to pay prevailing wages on all public works contracts no matter the cost.

APPROVING AUTHORITY

Purchasing limits may be set by City Resolution that states the purchasing limit for all Department Heads which will be that amount as set forth in the department's budget for each fund.

EMERGENCY CONTRACTS**Emergency**

An *emergency*, for this section, is defined as unforeseen circumstances beyond the control of the City that are either: a) present a real, immediate threat to the proper performance of essential functions; or b) will likely result in material loss or damage to property, bodily injury, or loss of life if immediate action is not taken.

The City Manager or his/her designee shall declare the situation an emergency. Competitive bidding requirements may be waived once an emergency has been declared. When contracting with a contractor for an emergency public works contract all other state, federal and City laws are still required. A written finding of the existence of an emergency must be made by the City Manager or designee.

PROFESSIONAL SERVICES – ARCHITECTURAL, DESIGN, AND ENGINEERING

The City may utilize MRSC to maintain a "Professional Services Roster", or follow qualifications-based selection. Per RCW 39.80 MRSC will advertise on behalf of the City for architectural, landscape architecture, land surveyor, civil, mechanical, electrical, and structural engineering and construction management firms to annually submit a statement of qualifications and performance data. When services are required the City will select firms from the roster specializing in the specific service needed. The firm will present their Statement of Qualifications specific to the service requested to Public Works. The City selects the firm "most highly qualified". The price or cost of the service may not be considered by the City when determining which firm is the most highly qualified.

After the most qualified firm has been chosen, the City negotiates a contract with that firm for the services at a price that is determined to be fair and reasonable, considering the estimated value of the services to be rendered, as well as the scope and complexity of the project. If a satisfactory contract cannot be negotiated, the City formally terminates the negotiations with that firm and attempts to negotiate a contract with the next most qualified firm. The process continues until an agreement is reached or the search is terminated.

The City may select a firm from the Professional Services Roster who they deem to be the most qualified for a specific project without going through the above mentioned process. The Director must provide a written statement as to why this firm is being selected without going through the process. The statement is to be filed in the project files.

CHANGE ORDERS AND AMENDMENTS

For Change Orders/Amendments within City Council Authorized Budget Appropriations

Upon recommendation of the project/contract manager, and demonstration that a Change Order/Amendment is necessary and reasonable, the City Manager is authorized to approve any and all Change Orders/Amendments that do not exceed of up to 10% of the applicable project or contract.

For Change Orders/Amendments in Excess of City Council Authorized Budget Appropriations

Upon recommendation of the Department Director, and demonstration that a Change Order/Amendment is necessary, the change order shall be submitted to the City Council for approval. The Change Order/Budget Amendment Request shall include the amount of requested funds and a written justification describing why the additional funds are necessary and the benefits to be derived.

If the City Council approves the Change Order/Budget Amendment Request, the Department Director shall take the necessary action to enact the Change Order/Amendment and complete the work in an expeditious manner in accordance with the City Council's direction.

If the City Council denies the Change Order/Budget Amendment Request, the Department Director shall report back to the City Manager and City Council with options as to how to accomplish the project/contract within the funds allocated.

In the event of an emergency or the need to take immediate or expeditious action necessary to protect or maintain the public health, safety, or welfare; or to prevent damage to public or private property, or substantially increase project costs for stop-work, and with approval of the City Manager, the Department Director is authorized to enact Change Orders in excess of up to 10% of the applicable project or contract. The Department Director shall timely report such actions to the City Council.

INTERGOVERNMENTAL AGREEMENTS

RCW 39.34.030 authorizes one public agency to contract with another public agency to perform any function which each agency is authorized by law to perform itself. This is done by entering into a written Intergovernmental Cooperative Purchasing Agreement (also known as an "Interlocal Agreement").

Intergovernmental agreements, also known as interlocal agreements, are the exercise of governmental powers in a joint or cooperative undertaking with another public agency. Purchase of goods or services from another public agency (cooperative purchasing) are not included in this section. Intergovernmental agreements shall be approved by the City Council.

COOPERATIVE PURCHASING

The City Manager or Director or designee shall have authority to enter into cooperative purchasing arrangements with other public agencies, including nonprofit corporations, as allowed under RCW 39.34.030, as now enacted or hereafter amended, when the best interests of the City would be serviced.

PURCHASES FROM/THROUGH THE UNITED STATES GOVERNMENT

In accordance with RCW 39.32.090, as now enacted or hereafter amended, this section allows for the purchase of supplies, materials, electronic data processing and telecommunication equipment, software, services, and/or equipment from or through the United State government without calling for competitive solicitations.

DEFINITIONS

Appropriation

City Council authorization to expend funds for a specific purpose.

Architectural and Engineering Services

Professional services rendered by any person, other than a City employee, to perform activities within the scope of the professional practice of architecture, professional practice of engineering and land surveying and or professional practice of landscape architecture.

Award

The formal decision by the City notifying a responsible bidder with the lowest responsive bid of the City's acceptance of the bid and intent to enter into a contract with the bidder.

Bid

The executed document submitted by a bidder in response to a notice inviting bids, a proposal, or a request for quotations.

Bidder

A person or legal entity who submits a bid in response to a solicitation.

Competitive Sealed Bidding

A process following advertisement in designated legal newspapers and other media for equipment, supplies, material, and public works contracts open to all suppliers, vendors, and contractors, and in which price is the primary basis for consideration and contract award.

Contract

A contract in writing for the execution of public work for a fixed or determinable amount duly awarded after advertisement and competitive bid, or a contract awarded under the small works roster process.

Emergency

Unforeseen circumstances beyond the City's control that present a real, immediate threat to the proper performance of essential functions, or that will likely result in material loss to property, bodily injury, or loss of life if immediate action is not taken.

Non-Professional Services

Services that are purchased by the City in which the Contractor receives specific instructions and guidance from the City and does not meet the definition of professional services, architectural and engineering services, or public works projects. Examples include machine repair, debt collection services, temporary service agencies, credit card services, equipment service agreements, auctioning services, delivery services, inspections, advertising, etc.

Ordinary Maintenance

Work not performed by contract and that is performed on a regular basis (daily, weekly, monthly – but not less than once per year) to service, check, or replace items that are not broken. Also defined as work not performed by contract that is not regularly scheduled but is required to maintain an asset so that repair does not become necessary.

Professional Services

Services provided by consultants that provide highly specialized, generally onetime expertise to solve a problem or render professional opinions, judgments or recommendations. The labor and skill involved to perform these types of services are predominately mental or intellectual, rather than physical, or manual. Examples include graphic design, advertising, analysis, financial expertise, accounting, artists, attorneys, bond brokers, computer consultants, insurance brokers, economists, planners, real estate services, etc. This term does not include architectural and engineering services.

Professional Services Roster

Firms engaged in lawful practice of their profession submit a statement of qualifications and performance date with a request to be considered for professional services for Architectural, Landscape Architect, Land Surveyor, Civil, Mechanical, Electrical, Structural Engineering and Construction Management services. The firm will be placed on a roster of which the City will utilize to select professional services.

Public Works

All work, construction alteration repair or improvement other than ordinary maintenance executed at the cost of the state or of any municipality, or which is by law a lien or charge on any property therein. All public works, including maintenance when performed by contract should comply with Chapter 39.12 RCW.

Public Agency Work

The limits set by the state legislature on the amount of public works that can be accomplished using the City's own work force or by hiring day laborers. Limits are expressed as specific dollar amounts for single or multiple craft projects.

Request for Proposal (RFP)

All documents, whether attached or incorporated by reference, utilized for soliciting competitive proposals. The RFP procedure permits negotiation of proposals and prices, as distinguished from competitive bidding and a notice inviting bids. The procedure allows changes to be made after proposals are opened and contemplates that the nature of the proposals and/or prices offered will be negotiated prior to award.

Request for Quotations/Qualifications (RFQ)

A document generally used for obtaining a summary of qualifications from prospective providers of professional services.

Small Works Roster

A process through which there is competition for public works contracts following notification, normally through a request for quotes, to some or all public works contractors who have requested placement on a roster kept by the local government agency.

Sole Source

An award for a purchase to the only reasonably known capable supplier due to the unique nature of the requirement, the supplier, or market conditions.

Surplus Property

Any tangible, personal property owned by the City no longer needed or usable, presently or in the foreseeable future.



City Council Communication

Meeting Date: December 10, 2018
From: Dennis Henne; Director of Public Works & Community Development
Topic/Issue: Resolution - Set Public Hearing –Comprehensive Plan Amendment

SYNOPSIS: A Public Hearing, to consider oral and written comments, for an amendment to the Comprehensive Plan is required, prior to the City amending and adopting the Comprehensive Plan.

Amendments to the Comprehensive Plan includes amending the Union Gap Comprehensive Plan future land use map to change the future land use designation of Lots 3 and 4 of Short plat AF #7935942 from Residential to Industrial. Also, a proposed change of zoning for Lots 3, and 4 of Short plat AF #7935942 from Single Family 1 Residential (R-1) to Light Industrial (L-1).

RECOMMENDATION: Adopt a resolution setting a public hearing to consider amending the Comprehensive Plan, on January 14, 2019 at 6:00 p.m.

LEGAL REVIEW: The City Attorney has reviewed this resolution.

FINANCIAL REVIEW: N/A

BACKGROUND INFORMATION: N/A

ADDITIONAL OPTIONS: N/A

ATTACHMENTS: Resolution

CITY OF UNION GAP, WASHINGTON
RESOLUTION NO. _____

A RESOLUTION setting a public hearing to consider amending the Comprehensive Plan;

WHEREAS, the City Council for the City of Union Gap is considering adopting amendments to the Comprehensive Plan;

WHEREAS, the City Council desires to set a public hearing to consider adopting amendments to the Comprehensive Plan;

NOW, THEREFORE, BE IT RESOLVED BY THE UNION GAP CITY COUNCIL as follows:

Section 1. That there shall be a public hearing to consider adopting amendments to the Comprehensive Plan before the City Council of the City of Union Gap, Washington, at its regularly scheduled meeting to be held on the 14th day of January, 2019 at 6:00 pm.

Section 2. This resolution shall be in effect immediately upon approval.

PASSED this 10st day of December, 2018.

Roger Wentz, Mayor

ATTEST:

APPROVED AS TO FORM:

Karen Clifton, City Clerk

Bronson Brown, City Attorney



City Council Communication

Meeting Date: December 10, 2018
From: Dennis Henne; Director of Public Works & Community Development
Topic/Issue: Resolution - Set Public Hearing – Vacation Portion of Lightning Way Right-of-Way

SYNOPSIS: A Public Hearing, to consider oral and written comments, regarding a petition to vacate portions of Lightning Way and acceptance of the right-of-way for realigned of Lightning Way. The City has unimproved rights-of-way for Lightning Way, lying South of Wide Hollow Creek and North of the Pine Street Right-of-way in the Southwest Quarter of Section 6, Township 12 North, Range 19 East W.M. which was dedicated by Right OF Way Dedication under Auditor Fee 7637644.

The hearing on the petition to vacate portions of Lightning Way and acceptance of the right-of-way for realigned Lightning Way will be held in front of the City Council at 6:00p.m. or as soon thereafter as possible on January 14, 2019 and the City Clerk of the City of Union Gap is instructed to proceed with all proper notice according to state law.

RECOMMENDATION: Adopt a resolution setting a public hearing to consider vacation of portion of Lightning Way rights-of-way and acceptance of the right-of-way for realigned of Lightning Way, on January 14, 2019 at 6:00 p.m.

LEGAL REVIEW: The City Attorney has reviewed this resolution.

FINANCIAL REVIEW: N/A

BACKGROUND INFORMATION: N/A

ADDITIONAL OPTIONS: N/A

ATTACHMENTS:

1. Resolution
2. Exhibit A & Right-of-Way Exhibit
3. Public Notice for Vacation

CITY OF UNION GAP, WASHINGTON
RESOLUTION NO. _____

A RESOLUTION initiating the vacation of City right-of-way.

WHEREAS, the City has unimproved right-of-way for Lightning Way, lying South of Wide Hollow Creek and North of the Pine Street Right-of-way in the Southwest Quarter of Section 6, Township 12 North, Range 19 East W.M. which was dedicated by right-of-way dedication under Auditor Fee 7637644; and

WHEREAS, as the construction of the traffic circle at the intersection of W. Rose Street and Longfiber Road requires the realignment of the existing right of way for Lightning Way; and

WHEREAS, the realignment requires the existing right of way to be shifted to the west of its current location; and

WHEREAS, the property owner of the property to the west has shown a willingness to dedicate the right of way necessary to realign the Lightning Way right of way; and

WHEREAS, the City of Union Gap pursuant to Chapter 35.79 RCW may initiate by resolution the vacation of any street or alley or any part when it is in the public interest; and

WHEREAS, the Union Gap City Council finds it is in the public interest to vacate the streets as depicted in attachment "A". The City Council desires to provide posted and mailed notice to owners of lots, tracts or parcels depending upon the street or alley to be vacated, as shown on the rolls of the country assessor and set a public hearing in order to act upon the vacation; and

WHEREAS, at the time of said hearing and passing of an ordinance vacating said right-of- way the City of Union Gap accepts as right-of-way for realignment Lightning Way as described on attachment "A".

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF UNION GAP, WASHINGTON, HEREBY RESOLVES as follows:

The hearing on the petition to vacate portions of Lightning Way and acceptance of the right-of-way for realigned Lightning Way will be held in front of the City Council at 6:00p.m. or as soon thereafter as possible on January 14, 2019 and the City Clerk of the City of Union Gap is instructed to proceed with all proper notice according to state law.

PASSED this 10th day of December 2018.

Roger Wentz, Mayor

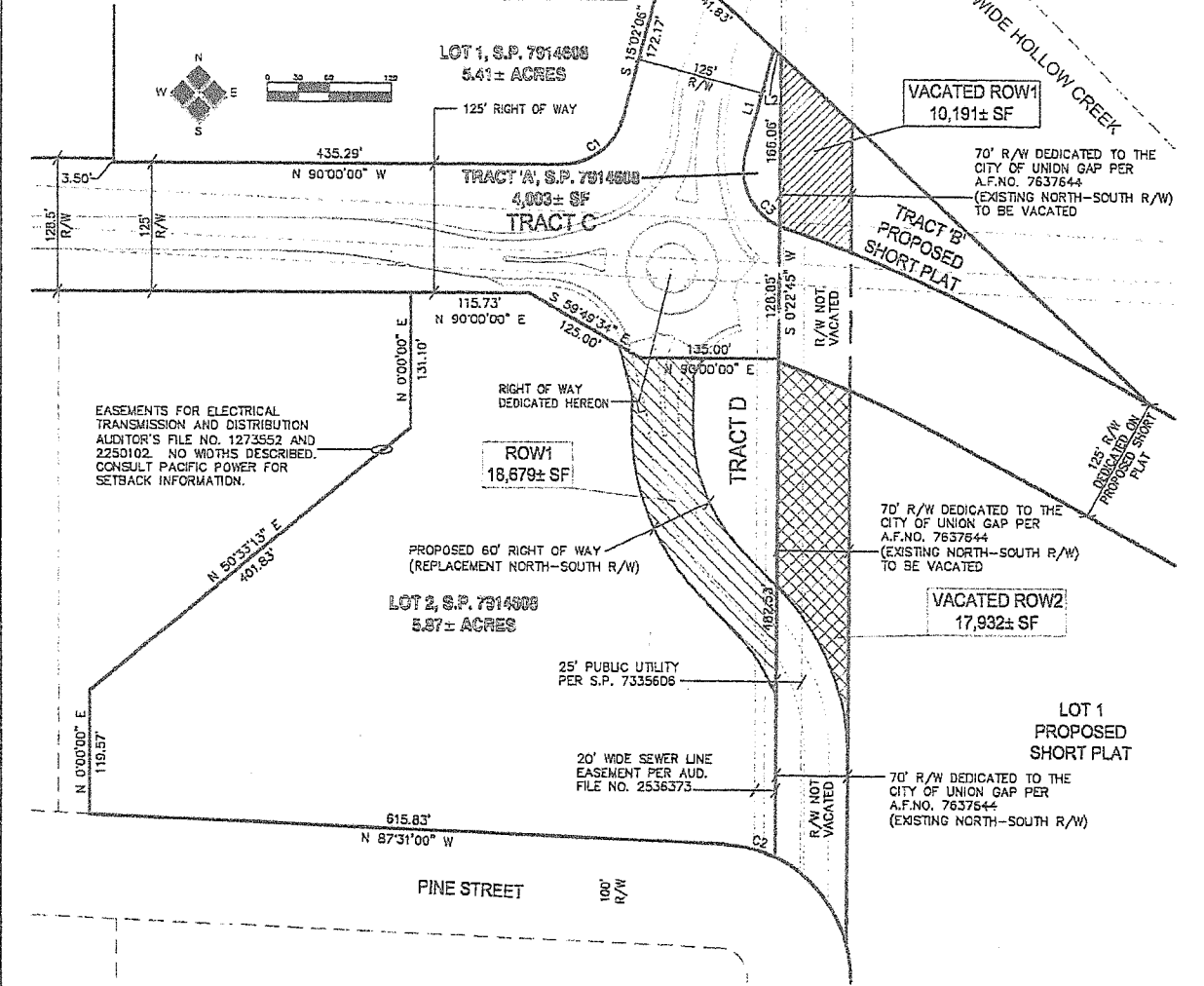
ATTEST:

APPROVED AS TO FORM:

Karen Clifton, City Clerk

Bronson Brown, City Attorney

EXHIBIT A' & RIGHT OF WAY EXHIBIT



2803 River Road
Yakima, WA 98902
509.966.0868
Fax 509.963.0800
www.hila.com



Engineering and Land Surveying, Inc.

RIGHT OF WAY EXHIBIT
for, THE CITY OF UNION GAP

CITY OF UNION GAP, YAKIMA COUNTY, WASHINGTON

GATE OF FIELD SURVEY:	
FIELD BOOK:	
JOB NO.:	18012G
FILE NAME:	2222222222222222
GRAMM BY:	TOP
DATE:	11-1-12
REVIEWED BY:	ETH
DATE:	11-1-12
T. 12N., R. 19E., W.M.	
SHEET 1 of 1	

PUBLIC NOTICE FOR
VACATION

NOTICE IS HEREBY GIVEN that a resolution has been passed by the city council of the city of Union Gap, Washington, on December 10, 2018, in the matter of the vacation of that portion of Lightning Way described as XXXXXXD in the City of Union Gap, Washington.

FURTHER NOTICE IS HEREBY GIVEN that the Union Gap City Council has set the time and place for hearing on said vacation for the 14th day of January 2019, at 6:00p.m., in the Council Chambers, 102 W. Ahtanum Road, Union Gap, Washington, at which time any person's person interested may appear and be heard in said matter.

DATED this _____ day of December 2018.

Karen Clifton, City Clerk



City Council Communication

Meeting Date: December 10, 2018
From: Dennis Henne, Director of Public Works & Community Development
Topic/Issue: Resolution – 2019 Technical Assistance Contract -Yakima Valley Conference of Governments

SYNOPSIS: The attached Technical Assistance Contract with Yakima Valley Conference of Governments (YVCOG) allows the City to secure assistance in addition to normal Conference activities.

RECOMMENDATION: Approve a resolution authorizing the City Manager to sign a contract with the Yakima Valley Conference of Governments (YVCOG) to secure technical assistance.

LEGAL REVIEW: The City Attorney has reviewed the contract and resolution.

FINANCIAL REVIEW: Funding for this contract is included in the 2019 Budget.

BACKGROUND INFORMATION: N/A

ADDITIONAL OPTIONS: N/A

ATTACHMENTS: 1. Resolution
2. YVCOG Technical Assistance Contract 010119UG

CITY OF UNION GAP, WASHINGTON
RESOLUTION NO. _____

A RESOLUTION authorizing the City Manager to sign a contract with Yakima Valley Conference of Governments (YVCOG) for Technical Planning Assistance.

WHEREAS, the Yakima Valley Conference of Governments (YVCOG) offers a service to municipalities for technical planning assistance; and

WHEREAS, the City has determined that a need exists to secure assistance in addition to normal Conference activities; and,

WHEREAS, the City may from time to time, and on an as needed basis, seek assistance from YVCOG on technical planning assistance; and,

WHEREAS, the City desires to enter into a contract with YVCOG for certain technical planning assistance;

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF UNION GAP, WASHINGTON, HEREBY RESOLVES as follows:

The City Manager is authorized to sign an agreement with the Yakima Valley Conference of Governments for Technical Planning Assistance.

PASSED this 10th day of December, 2018.

Roger Wentz, City Mayor

ATTEST:

Karen Clifton, City Clerk

Bronson Brown, City Attorney

CITY OF UNION GAP
TECHNICAL ASSISTANCE CONTRACT NO. 010119UG

THIS CONTRACT, entered into this 10th day of December, 2018 by and between the Yakima Valley Conference of Governments, a regional association having its territorial limits within Yakima County, State of Washington (hereinafter called the "Conference"), acting herein by James A. Restucci, Conference Chair, acting hereunto duly authorized, and the City of Union Gap, a municipal corporation, located within Yakima County, State of Washington (hereinafter called the "City"), acting herein by Arlene Fisher, City Manager, hereunto duly authorized:

WITNESSETH THAT;

WHEREAS, the City has determined that a need exists to secure assistance in addition to normal Conference activities; and,

WHEREAS, the City is desirous of contracting with the Conference for certain technical planning assistance; and,

WHEREAS, the Conference possesses the technical planning staff with the necessary expertise to provide the required services;

NOW THEREFORE, the parties do mutually agree as follows:

1. Scope of Services. Services performed under this contract may consist of, but are not limited to, the following tasks. Upon mutual agreement by the City and the Conference of a detailed work program and time schedule, the Conference shall, in a satisfactory and proper manner, perform the following types of services:

1.1 Develop or assist in development of grant applications for community projects as requested by the City Manager;

1.2 Assist the City in the review of development proposals such as rezone and variance applications, State Environmental Policy Act (SEPA) reviews, planned unit developments and subdivisions as requested by the City Manager;

1.3 Assist the City Council and Planning Commission with any other activities mutually agreed upon by the City and the Conference.

2. Time of Performance. The services provided by the Conference pursuant to this contract shall:

commence on January 1, 2019 and shall end on December 31, 2019.

commence on _____, 2019 and shall end on _____, 2019.

3. Access to Information. It is agreed that all information, data, reports, records and maps as are available and for the carrying out of the work outlined above, shall be furnished to the Conference by the City. No charge shall be made to the Conference for such information, and the City will cooperate with the Conference in every way possible to facilitate the performance of the work described in this contract.

4. Compensation and Method of Payment. The maximum amount of compensation and reimbursement to be paid by the City hereunder shall not exceed \$ 20,000.00 for all services required. In addition, the City will provide, at no charge to the Conference, photocopy service and secretarial assistance in typing reports for submittal to the Council and Planning Commission. The Conference shall assume full responsibility for payments of federal, state and local taxes or contributions imposed or required under the

Social Security, Workmen's Compensation and Income Tax Laws for persons other than City employees performing services pursuant to this contract.

5. Invoicing. The Conference shall submit monthly billings to the City for payment based upon work completed for the City. Billing for work shall be based upon actual expenses incurred. If applicable, the detailed budget and work program attached will provide an estimate of those expenses. However, amounts may be shifted between various line items to cover costs incurred. The final invoice shall be submitted within 15 days after the ending date of the contract.

6. Termination.

6.1. Termination of Contract for Cause. If, through any cause, the City or the Conference shall fail to fulfill in a timely and proper manner the obligations contained within this contract, the non-defaulting party shall, thereupon, have the right to terminate this contract by giving, at least fifteen (15) days before the effective date of such termination, written notice to the other of such termination specifying the effective date thereof.

6.2. Termination for Convenience. Either the City or the conference may effect termination of this contract upon thirty (30) days written notice by either party to the other party. If the contract is terminated, the City will compensate the Conference for that portion of services extended unto the City.

7. Modification. The terms of this contract may be changed or modified by mutual agreement of the City and the Conference in the form of written amendments to this contract.

8. Contract for Continuation. The City shall give notice of their intent to continue or discontinue the contractual agreement for the year 2019, at least thirty (30) days prior to the completion of this contract.

YAKIMA VALLEY CONFERENCE OF
GOVERNMENTS

CITY OF UNION GAP
YAKIMA COUNTY

BY: _____
Conference Chair

BY: _____
Arlene Fisher, City Manager

ATTEST: _____
Secretary

ATTEST: _____



City Council Communication

Meeting Date: December 10, 2018
From: Dennis Henne; Director of Public Works & Community Development
Topic/Issue: Resolution – Fuel Tax Grant Distribution Agreement

SYNOPSIS: The City submitted a Fuel Tax Grant Distribution application to Washington State Transportation Improvement Board (TIB) for Main Street. The City received notification that the project has been selected to receive a \$1,614,789 grant. The project location is Main Street; 2nd Street to Franklin Street.

RECOMMENDATION: Approve a resolution authorizing the City Manager to sign the Fuel Tax Grant Distribution Agreement #8-4-181(007)-1 with the Washington State Transportation Improvement Board (TIB) for the Main Street; 2nd Street to Franklin Street Project.

LEGAL REVIEW: The City Attorney reviewed this resolution.

FINANCIAL REVIEW: Construction Funding 2020;
City \$179,533 (118 fund)
TIB \$1,614,789
STP \$2,031,358
\$3,825,680

BACKGROUND INFORMATION: N/A

ADDITIONAL OPTIONS: N/A

ATTACHMENTS:

1. Resolution
2. TIB Fuel Tax Grant Distribution Agreement #8-4-181(007)-1

CITY OF UNION GAP, WASHINGTON
RESOLUTION NO. _____

A **RESOLUTION** authorizing the City Manager to sign the Fuel Tax Grant Distribution Agreement #8-4-181(007)-1 with the Washington State Transportation Improvement Board (TIB) for the Main Street; 2nd Street to Franklin Street Project.

WHEREAS, pursuant to the provisions of RCW 47.26 and provisions of WAC 479, the TIB has funds available to it, which are a function of Motor Vehicle Fuel Tax collections;

WHEREAS, pursuant to the same RCW and WAC provisions, the TIB can grant funds to cities for specific qualifying projects; and,

WHEREAS, the City of Union Gap has a qualifying project and would like to avail itself of TIB grant money consistent with the terms and provisions of a Fuel Tax Grant Distribution Agreement between the City and the TIB;

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF UNION GAP, WASHINGTON, HEREBY RESOLVES as follows:

The City Manager is authorized to sign the Fuel Tax Grant Distribution Agreement #8-4-181(007)-1 with the Washington State Transportation Improvement Board (TIB) for the Main Street; 2nd Street to Franklin Street Project.

PASSED this 10th day of December, 2018.

Roger Wentz, Mayor

ATTEST:

APPROVED AS TO FORM:

Karen Clifton, City Clerk

Bronson Brown, City Attorney



Washington State
Transportation Improvement Board

RECEIVED

NOV 26 2018

Public Works

November 16, 2018

TIB Members

Chair
Mayor Glenn Johnson
City of Pullman

Vice Chair
Commissioner Richard Stevens
Grant County

Amy Asher
RiverCities Transit

Alyssa Ball
Office of Financial Management

Aaron Butters, P.E.
HW Lochner Inc.

Jeff Carpenter, P.E.
WSDOT

Barbara Chamberlain
WSDOT

Elizabeth Chamberlain
City of Walla Walla

Mike Dahlem
City of Sumner

Sue Dreier
Pierce Transit

Commissioner Terri Drexler
Mason County

John Klekotka, P.E.
Port of Everett

Commissioner Robert Koch
Franklin County

John Koster
County Road Administration Board

Colleen Kuhn
Human Services Council

Mayor Ron Lucas
Town of Steilacoom

Mick Matheson, P.E.
City of Mukilteo

David Ramsay
Feet First

Councilmember Mike Todd
City of Mill Creek

Ashley Probart
Executive Director

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

Mr. Dennis Henne
Director Public Works and Community Development
City of Union Gap
Post Office Box 3008
Union Gap, WA 98903-0008

Dear Mr. Henne:

Congratulations! We are pleased to announce the selection of your project, Main Street, 2nd St to Franklin St, TIB project number 8-4-181(007)-1.

Total TIB funds for this project are \$1,614,789.

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

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

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

In accordance with RCW 47.26.084, you must certify full funding by November 16, 2019 or the grant may be terminated. Grants may also be rescinded due to unreasonable project delay as described in WAC 479-05-211.

If you have questions, please contact Christa Draggie, TIB Project Engineer, at (360) 586-1147 or e-mail ChristaD@TIB.wa.gov.

Sincerely,

Ashley Probart
Executive Director

Enclosures



City of Union Gap
8-4-181(007)-1
Main Street
2nd St to Franklin St

STATE OF WASHINGTON
TRANSPORTATION IMPROVEMENT BOARD
AND
City of Union Gap
AGREEMENT

THIS GRANT AGREEMENT (hereinafter "Agreement") for the Main Street, 2nd St to Franklin St (hereinafter "Project") is entered into by the WASHINGTON STATE TRANSPORTATION IMPROVEMENT BOARD (hereinafter "TIB") and City of Union Gap, a political subdivision of the State of Washington (hereinafter "RECIPIENT").

1.0 PURPOSE

TIB hereby grants funds in the amount of \$1,614,789 for the project specified above, pursuant to terms contained in the RECIPIENT'S Grant Application, supporting documentation, chapter 47.26 RCW, title 479 WAC, and the terms and conditions listed below.

2.0 SCOPE AND BUDGET

The Project Scope and Budget are initially described in RECIPIENT's Grant Application and incorporated by reference into this Agreement. Scope and Budget will be further developed and refined, but not substantially altered during the Design, Bid Authorization and Construction Phases. Any material alterations to the original Project Scope or Budget as initially described in the Grant Application must be authorized by TIB in advance by written amendment.

3.0 PROJECT DOCUMENTATION

TIB requires RECIPIENT to make reasonable progress and submit timely Project documentation as applicable throughout the Project. Upon RECIPIENT's submission of each Project document to TIB, the terms contained in the document will be incorporated by reference into the Agreement. Required documents include, but are not limited to the following:

- a) Project Funding Status Form
- b) Bid Authorization Form with plans and engineers estimate
- c) Award Updated Cost Estimate
- d) Bid Tabulations
- e) Contract Completion Updated Cost Estimate with final summary of quantities
- f) Project Accounting History

4.0 BILLING AND PAYMENT

The local agency shall submit progress billings as project costs are incurred to enable TIB to maintain accurate budgeting and fund management. Payment requests may be submitted as often as the RECIPIENT deems necessary, but shall be submitted at least quarterly if billable



amounts are greater than \$50,000. If progress billings are not submitted, large payments may be delayed or scheduled in a payment plan.

5.0 TERM OF AGREEMENT

This Agreement shall be effective upon execution by TIB and shall continue through closeout of the grant or until terminated as provided herein, but shall not exceed 10 years unless amended by the Parties.

6.0 AMENDMENTS

This Agreement may be amended by mutual agreement of the Parties. Such amendments shall not be binding unless they are in writing and signed by persons authorized to bind each of the Parties.

7.0 ASSIGNMENT

The RECIPIENT shall not assign or transfer its rights, benefits, or obligations under this Agreement without the prior written consent of TIB. The RECIPIENT is deemed to consent to assignment of this Agreement by TIB to a successor entity. Such consent shall not constitute a waiver of the RECIPIENT's other rights under this Agreement.

8.0 GOVERNANCE & VENUE

This Agreement shall be construed and interpreted in accordance with the laws of the state of Washington and venue of any action brought hereunder shall be in the Superior Court for Thurston County.

9.0 DEFAULT AND TERMINATION

9.1 NON-COMPLIANCE

- a) In the event TIB determines, in its sole discretion, the RECIPIENT has failed to comply with the terms and conditions of this Agreement, TIB shall notify the RECIPIENT, in writing, of the non-compliance.
- b) In response to the notice, RECIPIENT shall provide a written response within 10 business days of receipt of TIB's notice of non-compliance, which should include either a detailed plan to correct the non-compliance, a request to amend the Project, or a denial accompanied by supporting details.
- c) TIB will provide 30 days for RECIPIENT to make reasonable progress toward compliance pursuant to its plan to correct or implement its amendment to the Project.
- d) Should RECIPIENT dispute non-compliance, TIB will investigate the dispute and may withhold further payments or prohibit the RECIPIENT from incurring additional reimbursable costs during the investigation.

9.2 DEFAULT

RECIPIENT may be considered in default if TIB determines, in its sole discretion, that:



- a) RECIPIENT is not making reasonable progress toward correction and compliance.
- b) TIB denies the RECIPIENT's request to amend the Project.
- c) After investigation TIB confirms RECIPIENT'S non-compliance.

TIB reserves the right to order RECIPIENT to immediately stop work on the Project and TIB may stop Project payments until the requested corrections have been made or the Agreement has been terminated.

9.3 TERMINATION

- a) In the event of default by the RECIPIENT as determined pursuant to Section 9.2, TIB shall serve RECIPIENT with a written notice of termination of this Agreement, which shall be served in person, by email or by certified letter. Upon service of notice of termination, the RECIPIENT shall immediately stop work and/or take such action as may be directed by TIB.
- b) In the event of default and/or termination by either PARTY, the RECIPIENT may be liable for damages as authorized by law including, but not limited to, repayment of grant funds.
- c) The rights and remedies of TIB provided in the AGREEMENT are not exclusive and are in addition to any other rights and remedies provided by law.

9.4 TERMINATION FOR NECESSITY

TIB may, with ten (10) days written notice, terminate this Agreement, in whole or in part, because funds are no longer available for the purpose of meeting TIB's obligations. If this Agreement is so terminated, TIB shall be liable only for payment required under this Agreement for performance rendered or costs incurred prior to the effective date of termination.

10.0 USE OF TIB GRANT FUNDS

TIB grant funds come from Motor Vehicle Fuel Tax revenue. Any use of these funds for anything other than highway or roadway system improvements is prohibited and shall subject the RECIPIENT to the terms, conditions and remedies set forth in Section 9. If Right of Way is purchased using TIB funds, and some or all of the Right of Way is subsequently sold, proceeds from the sale must be deposited into the RECIPIENT's motor vehicle fund and used for a motor vehicle purpose.

11.0 INCREASE OR DECREASE IN TIB GRANT FUNDS

At Bid Award and Contract Completion, RECIPIENT may request an increase in the TIB funds for the specific project. Requests must be made in writing and will be considered by TIB and awarded at the sole discretion of TIB. All increase requests must be made pursuant to WAC 479-05-202 and/or WAC 479-01-060. If an increase is denied, the recipient shall be liable for costs incurred in excess of the grant amount. In the event that final costs related to the specific project are less than the initial grant award, TIB funds will be decreased and/or refunded to TIB in a manner that maintains the original ratio between TIB funds and total project costs.



12.0 INDEPENDENT CAPACITY

The RECIPIENT shall be deemed an independent contractor for all purposes and the employees of the RECIPIENT or any of its contractors, subcontractors, and employees thereof shall not in any manner be deemed employees of TIB.

13.0 INDEMNIFICATION AND HOLD HARMLESS

The PARTIES agree to the following:

Each of the PARTIES, shall protect, defend, indemnify, and save harmless the other PARTY, its officers, officials, employees, and agents, while acting within the scope of their employment as such, from any and all costs, claims, judgment, and/or awards of damages, arising out of, or in any way resulting from, that PARTY's own negligent acts or omissions which may arise in connection with its performance under this Agreement. No PARTY will be required to indemnify, defend, or save harmless the other PARTY if the claim, suit, or action for injuries, death, or damages is caused by the sole negligence of the other PARTY. Where such claims, suits, or actions result from the concurrent negligence of the PARTIES, the indemnity provisions provided herein shall be valid and enforceable only to the extent of a PARTY's own negligence. Each of the PARTIES agrees that its obligations under this subparagraph extend to any claim, demand and/or cause of action brought by, or on behalf of, any of its employees or agents. For this purpose, each of the PARTIES, by mutual negotiation, hereby waives, with respect to the other PARTY only, any immunity that would otherwise be available to it against such claims under the Industrial Insurance provision of Title 51 RCW. In any action to enforce the provisions of the Section, the prevailing PARTY shall be entitled to recover its reasonable attorney's fees and costs incurred from the other PARTY. The obligations of this Section shall survive termination of this Agreement.

14.0 DISPUTE RESOLUTION

- a) The PARTIES shall make good faith efforts to quickly and collaboratively resolve any dispute arising under or in connection with this AGREEMENT. The dispute resolution process outlined in this Section applies to disputes arising under or in connection with the terms of this AGREEMENT.
- b) Informal Resolution. The PARTIES shall use their best efforts to resolve disputes promptly and at the lowest organizational level.
- c) In the event that the PARTIES are unable to resolve the dispute, the PARTIES shall submit the matter to non-binding mediation facilitated by a mutually agreed upon mediator. The PARTIES shall share equally in the cost of the mediator.
- d) Each PARTY agrees to compromise to the fullest extent possible in resolving the dispute in order to avoid delays or additional incurred cost to the Project.
- e) The PARTIES agree that they shall have no right to seek relief in a court of law until and unless the Dispute Resolution process has been exhausted.



15.0 ENTIRE AGREEMENT

This Agreement, together with the RECIPIENT'S Grant Application, the provisions of chapter 47.26 Revised Code of Washington, the provisions of title 479 Washington Administrative Code, and TIB Policies, constitutes the entire agreement between the PARTIES and supersedes all previous written or oral agreements between the PARTIES.

16.0 RECORDS MAINTENANCE

The RECIPIENT shall maintain books, records, documents, data and other evidence relating to this Agreement and performance of the services described herein, including but not limited to accounting procedures and practices which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Agreement. RECIPIENT shall retain such records for a period of six years following the date of final payment. At no additional cost, these records, including materials generated under the Agreement shall be subject at all reasonable times to inspection, review or audit by TIB personnel duly authorized by TIB, the Office of the State Auditor, and federal and state officials so authorized by law, regulation or agreement.

If any litigation, claim or audit is started before the expiration of the six (6) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.

Approved as to Form
Attorney General

By:

Signature on file

Guy Bowman
Assistant Attorney General

Lead Agency

Transportation Improvement Board

Chief Executive Officer Date

Executive Director Date

Print Name

Print Name



Transportation Improvement Board

Project Funding Status Form

Agency Name: **UNION GAP**
Project Name: **Main Street**
2nd St to Franklin St

TIB Project Number: **8-4-181(007)-1**

Verify the information below and revise if necessary.

Return to: Transportation Improvement Board • PO Box 40901 • Olympia, WA 98504-0901

PROJECT SCHEDULE

Target Dates		
Construction Approval	Contract Bid Award	Contract Completion

PROJECT FUNDING PARTNERS

List additional funding partners and amount.

Funding Partners	Amount	Revised Funding
UNION GAP	438,041	
WSDOT	0	
Federal Funds	0	
STP	2,345,505	
TOTAL LOCAL FUNDS	2,783,546	

Signatures are required from two different agency officials. Return the originally signed form to the TIB office.

Mayor or Public Works Director

Signature

Date

Printed or Typed Name

Title

Financial Officer

Signature

Date

Printed or Typed Name

Title



City Council Communication

Meeting Date: December 10, 2018
From: Dennis Henne, Director of Public Works & Community Development
Topic/Issue: Resolution - HLA Consultant Agreement – Valley Mall Boulevard Resurfacing Project

SYNOPSIS: For your consideration is a Local Agency A&E Professional Services Consultant Agreement with HLA Engineering and Land Surveying, Inc. providing construction engineering services for the Valley Mall Boulevard Resurfacing Project.

RECOMMENDATION: Adopt a Resolution authorizing the City Manager to sign a Local Agency A&E Professional Services Consultant Agreement with HLA Engineering and Land Surveying, Inc. for construction services relating to Valley Mall Boulevard Resurfacing Project.

LEGAL REVIEW: This resolution has been reviewed by the City Attorney.

FINANCIAL REVIEW: Funding is included in the 2019 VMB Reserve Fund (304) for this project.

BACKGROUND INFORMATION: N/A

ADDITIONAL OPTIONS: N/A

ATTACHMENTS:

1. Resolution
2. HLA – Consultant Agreement
3. HLA - S.A.M. Registration Summary

CITY OF UNION GAP, WASHINGTON
RESOLUTION NO. _____

A RESOLUTION authorizing the City Manager to sign a Local Agency A&E Professional Services Consultant Agreement with HLA Engineering and Land Surveying, Inc. for the Valley Mall Boulevard Resurfacing Project.

WHEREAS, the Valley Mall Boulevard Resurfacing Project requires that the City enter into a Consultant agreement for construction engineering expertise and project management experience to assist with the Project; and

WHEREAS, the City desires to enter into the Consultant Agreement with HLA Engineering and Land Surveying, Inc. for such expertise;

NOW, THEREFORE, BE IT RESOLVED BY THE UNION GAP CITY COUNCIL as follows:

That the City Manager is authorized to sign a Local Agency A&E Professional Services Consultant Agreement with HLA Engineering and Land Surveying, Inc. for the Valley Mall Boulevard Resurfacing Project

PASSED this 10nd day of December 2018.

Roger Wentz, Mayor

ATTEST:

APPROVED AS TO FORM:

Karen Clifton, City Clerk

Bronson Brown, City Attorney

Local Agency A&E Professional Services Cost Plus Fixed Fee Consultant Agreement

Agreement Number: 18031C

Firm/Organization Legal Name (do not use dba's): HLA Engineering and Land Surveying, Inc.	
Address 2803 River Road, Yakima, WA, 98902	Federal Aid Number NHPP-4554(006)
UBI Number 600517737	Federal TIN or SSN Number 91-1237188
Execution Date	Completion Date 12/31/19
1099 Form Required <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Federal Participation <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Project Title Valley Mall Boulevard Resurfacing	
Description of Work Engineering Services during construction to grind and overlay existing roadway including paving fabric, HMA, new striping, and installation of signal detection loops.	
<input type="checkbox"/> Yes <input type="checkbox"/> Yes <input type="checkbox"/> Yes <input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No DBE Participation <input checked="" type="checkbox"/> No MBE Participation <input checked="" type="checkbox"/> No WBE Participation <input checked="" type="checkbox"/> No SBE Participation
Total Amount Authorized: \$119,250 Management Reserve Fund: Maximum Amount Payable:	

Index of Exhibits

Exhibit A	Scope of Work
Exhibit B	DBE Participation
Exhibit C	Preparation and Delivery of Electronic Engineering and Other Data
Exhibit D	Prime Consultant Cost Computations
Exhibit E	Sub-consultant Cost Computations
Exhibit F	Title VI Assurances
Exhibit G	Certification Documents
Exhibit H	Liability Insurance Increase
Exhibit I	Alleged Consultant Design Error Procedures
Exhibit J	Consultant Claim Procedures

Agreement Number: 18031C

THIS AGREEMENT, made and entered into as shown in the "Execution Date" box on page one (1) of this AGREEMENT, between the City of Union Gap, hereinafter called the "AGENCY," and the "Firm / Organization Name" referenced on page one (1) of this AGREEMENT, hereinafter called the "CONSULTANT."

WHEREAS, the AGENCY desires to accomplish the work referenced in "Description of Work" on page one (1) of this AGREEMENT and hereafter called the "SERVICES;" and does not have sufficient staff to meet the required commitment and therefore deems it advisable and desirable to engage the assistance of a CONSULTANT to provide the necessary SERVICES; and

WHEREAS, the CONSULTANT represents that they comply with the Washington State Statutes relating to professional registration, if applicable, and has signified a willingness to furnish consulting services to the AGENCY.

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

I. General Description of Work

The work under this AGREEMENT shall consist of the above-described SERVICES as herein defined, and necessary to accomplish the completed work for this project. The CONSULTANT shall furnish all services, labor, and related equipment and, if applicable, sub-consultants and subcontractors necessary to conduct and complete the SERVICES as designated elsewhere in this AGREEMENT.

II. General Scope of Work

The Scope of Work and projected level of effort required for these SERVICES is described in Exhibit "A" attached hereto and by this reference made a part of this AGREEMENT. The General Scope of Work was developed utilizing performance based contracting methodologies.

III. General Requirements

All aspects of coordination of the work of this AGREEMENT with outside agencies, groups, or individuals shall receive advance approval by the AGENCY. Necessary contacts and meetings with agencies, groups, and/or individuals shall be coordinated through the AGENCY. The CONSULTANT shall attend coordination, progress, and presentation meetings with the AGENCY and/or such State, Federal, Community, City, or County officials, groups or individuals as may be requested by the AGENCY. The AGENCY will provide the CONSULTANT sufficient notice prior to meetings requiring CONSULTANT participation. The minimum required hours or days' notice shall be agreed to between the AGENCY and the CONSULTANT and shown in Exhibit "A."

The CONSULTANT shall prepare a monthly progress report, in a form approved by the AGENCY, which will outline in written and graphical form the various phases and the order of performance of the SERVICES in sufficient detail so that the progress of the SERVICES can easily be evaluated.

The CONSULTANT, any sub-consultants, and the AGENCY shall comply with all Federal, State, and local laws, rules, codes, regulations, and all AGENCY policies and directives, applicable to the work to be performed under this AGREEMENT. This AGREEMENT shall be interpreted and construed in accordance with the laws of the State of Washington.

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Participation for Disadvantaged Business Enterprises (DBE) or Small Business Enterprises (SBE), if required, per 49 CFR Part 26, shall be shown on the heading of this AGREEMENT. If DBE firms are utilized at the commencement of this AGREEMENT, the amounts authorized to each firm and their certification number will be shown on Exhibit "B" attached hereto and by this reference made part of this AGREEMENT. If the Prime CONSULTANT is a DBE certified firm they must comply with the Commercial Useful Function (CUF) regulation outlined in the AGENCY's "DBE Program Participation Plan" and perform a minimum of 30% of the total amount of this AGREEMENT. It is recommended, but not required, that non-DBE Prime CONSULTANTS perform a minimum of 30% of the total amount of this AGREEMENT.

The CONSULTANT, on a monthly basis, is required to submit DBE Participation of the amounts paid to all DBE firms invoiced for this AGREEMENT.

All Reports, PS&E materials, and other data furnished to the CONSULTANT by the AGENCY shall be returned. All electronic files, prepared by the CONSULTANT, must meet the requirements as outlined in Exhibit "C – Preparation and Delivery of Electronic Engineering and other Data."

All designs, drawings, specifications, documents, and other work products, including all electronic files, prepared by the CONSULTANT prior to completion or termination of this AGREEMENT are instruments of service for these SERVICES, and are the property of the AGENCY. Reuse by the AGENCY or by others, acting through or on behalf of the AGENCY of any such instruments of service, not occurring as a part of this SERVICE, shall be without liability or legal exposure to the CONSULTANT.

Any and all notices or requests required under this AGREEMENT shall be made in writing and sent to the other party by (i) certified mail, return receipt requested, or (ii) by email or facsimile, to the address set forth below:

If to AGENCY:

Name: Arlene Fisher
Agency: City of Union Gap
Address: 102 W Ahtanum Road
City: Union Gap State: WA Zip: 98903
Email: arlene.fisher@uniongapwa.gov
Phone: 509-248-0432
Facsimile:

If to CONSULTANT:

Name: Michael T. Battle , PE
Agency: HLA Engineering and Land Surveying, Inc
Address: 2803 River Road
City: Yakima State: WA Zip: 98902
Email: mbattle@hlacivil.com
Phone: 509-966-7000
Facsimile:

IV. Time for Beginning and Completion

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

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

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V. Payment Provisions

The CONSULTANT shall be paid by the AGENCY for completed SERVICES rendered under this AGREEMENT as provided hereinafter. Such payment shall be full compensation for SERVICES performed or SERVICES rendered and for all labor, materials, supplies, equipment, and incidentals necessary to complete SERVICES, specified in Section II, "Scope of Work". The CONSULTANT shall conform to all applicable portions of 48 CFR Part 31 (www.ecfr.gov). The estimate in support of the Cost Plus Fixed Fee amount is attached hereto as Exhibits "D" and "E" and by this reference made part of this AGREEMENT.

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, indirect cost rate, and direct non-salary costs.

1. Direct (RAW) Labor Costs: The Direct (RAW) Labor 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. The CONSULTANT shall maintain support data to verify the direct salary costs billed to the AGENCY.
2. Indirect Cost Rate (ICR) Costs: ICR 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 ICR rates shown in attached Exhibits "D" and "E" of this AGREEMENT. Total ICR payment shall be based on Actual Costs. The AGENCY agrees to reimburse the CONSULTANT the actual ICR costs verified by audit, up to the Maximum Total Amount Payable, authorized under this AGREEMENT, when accumulated with all other Actual Costs.

A summary of the CONSULTANT'S cost estimate and the ICR percentage is shown in Exhibits "D" and "E", attached hereto and by this reference made part of this AGREEMENT. The CONSULTANT (prime and all sub-consultants) will submit to the AGENCY within six (6) months after the end of each firm's fiscal year, an ICR schedule in the format required by the AGENCY (cost category, dollar expenditures, etc.) for the purpose of adjusting the ICR rate for billings received and paid during the fiscal year represented by the ICR schedule. It shall also be used for the computation of progress payments during the following year and for retroactively adjusting the previous year's ICR cost to reflect the actual rate. The ICR schedule will be sent to Email: ConsultantRates@wsdot.wa.gov.

Failure to supply this information by either the prime CONSULTANT or any of their sub-consultants shall cause the AGENCY to withhold payment of the billed ICR costs until such time as the required information is received and an overhead rate for billing purposes is approved.

The AGENCY's Project Manager and/or the Federal Government may perform an audit of the CONSULTANT'S books and records at any time during regular business hours to determine the actual ICR rate, if they so desire.

3. Direct Non-Salary Costs: Direct Non-Salary Costs will be reimbursed at the Actual Cost to the CONSULTANT. These charges may include, but are not limited to, the following items: travel, printing, long distance telephone, supplies, computer charges and fees of sub-consultants. Air or train travel will be reimbursed only to economy class levels unless otherwise approved by the AGENCY. The CONSULTANT shall comply with the rules and regulations regarding travel costs (excluding air, train, and rental car costs) in accordance with WSDOT's Accounting Manual M 13-82, Chapter 10 – Travel Rules and Procedures, and revisions thereto. Air, train, and rental car costs shall be reimbursed in accordance with 48 Code of Federal Regulations (CFR) Part 31.205-46 "Travel Costs." The billing for Direct Non-Salary Costs shall include an itemized listing of the charges directly identifiable with the PROJECT. The CONSULTANT shall maintain the original supporting documents in their office. Copies of the original supporting documents shall be supplied to the AGENCY upon request. All above charges must be necessary for the services provided under this AGREEMENT.

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4. Fixed Fee: The Fixed Fee, which represents the CONSULTANT'S profit, is shown in attached Exhibits "D" and "E" of this AGREEMENT. This fee is based on the Scope of Work defined in this AGREEMENT and the estimated person-hours required to perform the stated Scope of Work. In the event the CONSULTANT enters into a supplemental AGREEMENT for additional work, the supplemental AGREEMENT may include provisions for the added costs and an 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 billings. Any portion of the Fixed Fee earned but not previously paid in the progress payments will be covered in the final payment, subject to the provisions of Section IX entitled "Termination of Agreement."
 5. Management Reserve Fund (MRF): The AGENCY may desire to establish MRF to provide the Agreement Administrator with the flexibility to authorize additional funds to the AGREEMENT for allowable unforeseen costs, or reimbursing the CONSULTANT for additional work beyond that already defined in this AGREEMENT. Such authorization(s) shall be in writing and shall not exceed the lesser of \$100,000 or 10% of the Total Amount Authorized as shown in the heading of this AGREEMENT. The amount included for the MRF is shown in the heading of this AGREEMENT. This fund may not be replenished. Any changes requiring additional costs in excess of the MRF shall be made in accordance with Section XIII, "Extra Work."
 6. Maximum Total Amount Payable: The Maximum Total Amount Payable by the AGENCY to the CONSULTANT under this AGREEMENT shall not exceed the amount shown in the heading of this AGREEMENT. The Maximum Total Amount Payable is comprised of the Total Amount Authorized, and the MRF. The Maximum Total Amount Payable does not include payment for Extra Work as stipulated in Section XIII, "Extra Work." No minimum amount payable is guaranteed under this AGREEMENT.
- B. Monthly Progress Payments: The CONSULTANT may submit billings to the AGENCY for reimbursement of Actual Costs plus the ICR and calculated fee on a monthly basis during the progress of the work. Such billings shall be in a format approved by the AGENCY and accompanied by the monthly progress reports required under Section III, "General Requirements" of this AGREEMENT. The billings will be supported by an itemized listing for each item including Direct (RAW) Labor, Direct Non-Salary, and allowable ICR Costs to which will be added the prorated Fixed Fee. To provide a means of verifying the billed Direct (RAW) Labor costs for CONSULTANT employees, the AGENCY may conduct employee interviews. These interviews may consist of recording the names, titles, Direct (RAW) Labor rates, and present duties of those employees performing work on the PROJECT at the time of the interview.
- C. Final Payment: Final Payment of any balance due the CONSULTANT of the gross amount earned will be made promptly upon its verification by the AGENCY after the completion of the work under this AGREEMENT, contingent, if applicable, upon receipt of all PS&E, plans, maps, notes, reports, electronic data and other related documents which are required to be furnished under this AGREEMENT. Acceptance of such Final Payment by the CONSULTANT shall constitute a release of all claims for payment, which the CONSULTANT may have against the AGENCY unless such claims are specifically reserved in writing and transmitted to the AGENCY by the CONSULTANT prior to its acceptance. Said Final Payment shall not, however, be a bar to any claims that the AGENCY may have against the CONSULTANT or to any remedies the AGENCY may pursue with respect to such claims.

The payment of any billing will not constitute agreement as to the appropriateness of any item and at the time of final audit; all required adjustments will be made and reflected in a final payment. In the event that such final audit reveals an overpayment to the CONSULTANT, the CONSULTANT will refund such overpayment to the AGENCY within thirty (30) calendar days of notice of the overpayment. Such refund shall not constitute a waiver by the CONSULTANT for any claims relating to the validity of a finding by the AGENCY of overpayment. The CONSULTANT has twenty (20) working days after receipt of the final POST AUDIT to begin the appeal process to the AGENCY for audit findings.

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D. Inspection of Cost Records: The CONSULTANT and their sub-consultants shall keep available for inspection by representatives of the AGENCY and the United States, for a period of six (6) years after receipt of final payment, the cost records and accounts pertaining to this AGREEMENT and all items related to or bearing upon these records with the following exception: if any litigation, claim or audit arising out of, in connection with, or related to this AGREEMENT is initiated before the expiration of the six (6) year period, the cost records and accounts shall be retained until such litigation, claim, or audit involving the records is completed.

An interim or post audit may be performed on this AGREEMENT. The audit, if any, will be performed by the State Auditor, WSDOT's Internal Audit Office and/or at the request of the AGENCY's Project Manager.

VI. Sub-Contracting

The AGENCY permits subcontracts for those items of SERVICES as shown in Exhibit "A" attached hereto and by this reference made part of this AGREEMENT.

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

Compensation for this sub-consultant SERVICES shall be based on the cost factors shown on Exhibit "E" attached hereto and by this reference made part of this AGREEMENT.

The SERVICES of the sub-consultant shall not exceed its maximum amount payable identified in each sub-consultant cost estimate unless a prior written approval has been issued by the AGENCY.

All reimbursable direct labor, indirect cost rate, direct non-salary costs and fixed fee costs for the sub-consultant shall be negotiated and substantiated in accordance with section V "Payment Provisions" herein and shall be memorialized in a final written acknowledgement between the parties.

All subcontracts shall contain all applicable provisions of this AGREEMENT, and the CONSULTANT shall require each sub-consultant or subcontractor, of any tier, to abide by the terms and conditions of this AGREEMENT. With respect to sub-consultant payment, the CONSULTANT shall comply with all applicable sections of the STATE's Prompt Payment laws as set forth in RCW 39.04.250 and RCW 39.76.011.

The CONSULTANT, sub-recipient, or sub-consultant shall not discriminate on the basis of race, color, national origin, or sex in the performance of this AGREEMENT. The CONSULTANT shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the CONSULTANT to carry out these requirements is a material breach of this AGREEMENT, which may result in the termination of this AGREEMENT or such other remedy as the recipient deems appropriate.

VII. Employment and Organizational Conflict of Interest

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

Any and all employees of the CONSULTANT or other persons while engaged in the performance of any work or services required of the CONSULTANT under this AGREEMENT, shall be considered employees of the CONSULTANT only and not of the AGENCY, and any and all claims that may arise under any Workmen's

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Compensation Act on behalf of said employees or other persons while so engaged, and any and all claims made by a third party as a consequence of any act or omission on the part of the CONSULTANT's employees or other persons while so engaged on any of the work or services provided to be rendered herein, shall be the sole obligation and responsibility of the CONSULTANT.

The CONSULTANT shall not engage, on a full- or part-time basis, or other basis, during the period of this AGREEMENT, any professional or technical personnel who are, or have been, at any time during the period of this AGREEMENT, in the employ of the United States Department of Transportation or the AGENCY, except regularly retired employees, without written consent of the public employer of such person if he/she will be working on this AGREEMENT for the CONSULTANT.

VIII. Nondiscrimination

During the performance of this AGREEMENT, the CONSULTANT, for itself, its assignees, sub-consultants, subcontractors and successors in interest, agrees to comply with the following laws and regulations:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. Chapter 21 Subchapter V § 2000d through 2000d-4a)
- Federal-aid Highway Act of 1973 (23 U.S.C. Chapter 3 § 324)
- Rehabilitation Act of 1973 (29 U.S.C. Chapter 16 Subchapter V § 794)
- Age Discrimination Act of 1975 (42 U.S.C. Chapter 76 § 6101 *et. seq.*)
- Civil Rights Restoration Act of 1987 (Public Law 100-259)
- American with Disabilities Act of 1990 (42 U.S.C. Chapter 126 § 12101 *et. seq.*)
- 23 CFR Part 200
- 49 CFR Part 21
- 49 CFR Part 26
- RCW 49.60.180

In relation to Title VI of the Civil Rights Act of 1964, the CONSULTANT is bound by the provisions of Exhibit "F" attached hereto and by this reference made part of this AGREEMENT, and shall include the attached Exhibit "F" in every sub-contract, including procurement of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto.

IX. Termination of Agreement

The right is reserved by the AGENCY to terminate this AGREEMENT at any time with or without cause upon ten (10) days written notice to the CONSULTANT.

In the event this AGREEMENT is terminated by the AGENCY, other than for default on the part of the CONSULTANT, a final payment shall be made to the CONSULTANT for actual hours charged and any appropriate fixed fee percentage at the time of termination of this AGREEMENT, plus any direct non-salary costs incurred up to the time of termination of this AGREEMENT.

No payment shall be made for any SERVICES completed after ten (10) days following receipt by the CONSULTANT of the notice to terminate. If the accumulated payment made to the CONSULTANT prior to Notice of Termination exceeds the total amount that would be due when computed as set forth in paragraph two (2) of this section, then no final payment shall be due and the CONSULTANT shall immediately reimburse the AGENCY for any excess paid.

If the services of the CONSULTANT are terminated by the AGENCY for default on the part of the CONSULTANT, the above formula for payment shall not apply.

In the event of a termination for default, the amount to be paid to the CONSULTANT shall be determined by the AGENCY with consideration given to the actual costs incurred by the CONSULTANT in performing SERVICES to the date of termination, the amount of SERVICES originally required which was satisfactorily completed to

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date of termination, whether that SERVICE is in a form or a type which is usable to the AGENCY at the time of termination, the cost to the AGENCY of employing another firm to complete the SERVICES required and the time which may be required to do so, and other factors which affect the value to the AGENCY of the SERVICES performed at the time of termination. Under no circumstances shall payment made under this subsection exceed the amount, which would have been made using the formula set forth in paragraph two (2) of this section.

If it is determined for any reason that the CONSULTANT was not in default or that the CONSULTANT's failure to perform is without the CONSULTANT's or its employee's fault or negligence, the termination shall be deemed to be a termination for the convenience of the AGENCY. In such an event, the CONSULTANT would be reimbursed for actual costs and appropriate fixed fee percentage in accordance with the termination for other than default clauses listed previously.

The CONSULTANT shall, within 15 days, notify the AGENCY in writing, in the event of the death of any member, partner, or officer of the CONSULTANT or the death or change of any of the CONSULTANT's supervisory and/or other key personnel assigned to the project or disaffiliation of any principally involved CONSULTANT employee. The CONSULTANT shall also notify the AGENCY, in writing, in the event of the sale or transfer of 50% or more of the beneficial ownership of the CONSULTANT within 15 days of such sale or transfer occurring. The CONSULTANT shall continue to be obligated to complete the SERVICES under the terms of this AGREEMENT unless the AGENCY chooses to terminate this AGREEMENT for convenience or chooses to renegotiate any term(s) of this AGREEMENT. If termination for convenience occurs, final payment will be made to the CONSULTANT as set forth in the second and third paragraphs of this section.

Payment for any part of the SERVICES by the AGENCY shall not constitute a waiver by the AGENCY of any remedies of any type it may have against the CONSULTANT for any breach of this AGREEMENT by the CONSULTANT, or for failure of the CONSULTANT to perform SERVICES required of it by the AGENCY. Forbearance of any rights under the AGREEMENT will not constitute waiver of entitlement to exercise those rights with respect to any future act or omission by the CONSULTANT.

X. Changes of Work

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

XI. Disputes

Any disputed issue not resolved pursuant to the terms of this AGREEMENT shall be submitted in writing within 10 days to the Director of Public Works or AGENCY Engineer, whose decision in the matter shall be final and binding on the parties of this AGREEMENT; provided however, that if an action is brought challenging the Director of Public Works or AGENCY Engineer's decision, that decision shall be subject to judicial review. If the parties to this AGREEMENT mutually agree, disputes concerning alleged design errors will be conducted under the procedures found in Exhibit "J". In the event that either party deem it necessary to institute legal action or proceeding to enforce any right or obligation under this AGREEMENT, this action shall be initiated in the Superior Court of the State of Washington, situated in the county in which the AGENCY is located. The parties hereto agree that all questions shall be resolved by application of Washington law and that the parties have the right of appeal from such decisions of the Superior Court in accordance with the laws of the State of Washington. The CONSULTANT hereby consents to the personal jurisdiction of the Superior Court of the State of Washington, situated in the county in which the AGENCY is located.

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XII. Legal Relations

The CONSULTANT, any sub-consultants, and the AGENCY shall comply with all Federal, State, and local laws, rules, codes, regulations and all AGENCY policies and directives, applicable to the work to be performed under this AGREEMENT. This AGREEMENT shall be interpreted and construed in accordance with the laws of the State of Washington.

The CONSULTANT shall defend, indemnify, and hold The State of Washington (STATE) and the AGENCY and their officers and employees harmless from all claims, demands, or suits at law or equity arising in whole or in part from the negligence of, or the breach of any obligation under this AGREEMENT by, the CONSULTANT or the CONSULTANT's agents, employees, sub consultants, subcontractors or vendors, of any tier, or any other persons for whom the CONSULTANT may be legally liable; provided that nothing herein shall require a CONSULTANT to defend or indemnify the STATE and the AGENCY and their officers and employees against and hold harmless the STATE and the AGENCY and their officers and employees from claims, demands or suits based solely upon the negligence of, or breach of any obligation under this AGREEMENT by the STATE and the AGENCY, their agents, officers, employees, sub-consultants, subcontractors or vendors, of any tier, or any other persons for whom the STATE and/or the AGENCY may be legally liable; and provided further that if the claims or suits are caused by or result from the concurrent negligence of (a) the CONSULTANT or the CONSULTANT's agents, employees, sub-consultants, subcontractors or vendors, of any tier, or any other persons for whom the CONSULTANT is legally liable, and (b) the STATE and/or AGENCY, their agents, officers, employees, sub-consultants, subcontractors and or vendors, of any tier, or any other persons for whom the STATE and or AGENCY may be legally liable, the defense and indemnity obligation shall be valid and enforceable only to the extent of the CONSULTANT's negligence or the negligence of the CONSULTANT's agents, employees, sub-consultants, subcontractors or vendors, of any tier, or any other persons for whom the CONSULTANT may be legally liable. This provision shall be included in any AGREEMENT between CONSULTANT and any sub-consultant, subcontractor and vendor, of any tier.

The CONSULTANT shall also defend, indemnify, and hold the STATE and the AGENCY and their officers and employees harmless from all claims, demands, or suits at law or equity arising in whole or in part from the alleged patent or copyright infringement or other allegedly improper appropriation or use of trade secrets, patents, proprietary information, know-how, copyright rights or inventions by the CONSULTANT or the CONSULTANT's agents, employees, sub-consultants, subcontractors or vendors, of any tier, or any other persons for whom the CONSULTANT may be legally liable, in performance of the Work under this AGREEMENT or arising out of any use in connection with the AGREEMENT of methods, processes, designs, information or other items furnished or communicated to STATE and/or the AGENCY, their agents, officers and employees pursuant to the AGREEMENT; provided that this indemnity shall not apply to any alleged patent or copyright infringement or other allegedly improper appropriation or use of trade secrets, patents, proprietary information, know-how, copyright rights or inventions resulting from STATE and/or AGENCY's, their agents', officers' and employees' failure to comply with specific written instructions regarding use provided to STATE and/or AGENCY, their agents, officers and employees by the CONSULTANT, its agents, employees, sub-consultants, subcontractors or vendors, of any tier, or any other persons for whom the CONSULTANT may be legally liable.

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

Notwithstanding any determination by the Executive Ethics Board or other tribunal, the AGENCY may, in its sole discretion, by written notice to the CONSULTANT terminate this AGREEMENT if it is found after due notice and examination by the AGENCY that there is a violation of the Ethics in Public Service Act, Chapter 42.52 RCW; or any similar statute involving the CONSULTANT in the procurement of, or performance under, this AGREEMENT.

The CONSULTANT specifically assumes potential liability for actions brought by the CONSULTANT's own employees or its agents against the STATE and /or the AGENCY and, solely for the purpose of this indemnification and defense, the CONSULTANT specifically waives any immunity under the state industrial insurance law, Title 51 RCW. This waiver has been mutually negotiated between the Parties.

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

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

Insurance Coverage

- A. Worker's compensation and employer's liability insurance as required by the STATE.
- B. Commercial general liability insurance written under ISO Form CG 00 01 12 04 or its equivalent with minimum limits of one million dollars (\$1,000,000.00) per occurrence and two million dollars (\$2,000,000.00) in the aggregate for each policy period.
- C. Business auto liability insurance written under ISO Form CG 00 01 10 01 or equivalent providing coverage for any "Auto" (Symbol 1) used in an amount not less than a one million dollar (\$1,000,000.00) combined single limit for each occurrence.

Excepting the Worker's Compensation Insurance and any Professional Liability Insurance, the STATE and AGENCY, their officers, employees, and agents will be named on all policies of CONSULTANT and any sub-consultant and/or subcontractor as an additional insured (the "AIs"), with no restrictions or limitations concerning products and completed operations coverage. This coverage shall be primary coverage and non-contributory and any coverage maintained by the AIs shall be excess over, and shall not contribute with, the additional insured coverage required hereunder. The CONSULTANT's and the sub-consultant's and/or subcontractor's insurer shall waive any and all rights of subrogation against the AIs. The CONSULTANT shall furnish the AGENCY with verification of insurance and endorsements required by this AGREEMENT. The AGENCY reserves the right to require complete, certified copies of all required insurance policies at any time.

All insurance shall be obtained from an insurance company authorized to do business in the State of Washington. The CONSULTANT shall submit a verification of insurance as outlined above within fourteen (14) days of the execution of this AGREEMENT to:

Name: Arlene Fisher
Agency: City of Union Gap
Address: 102 W Ahtanum Road
City: Union Gap State: WA Zip: 98903
Email: arlene.fisher@uniongapwa.gov
Phone: 509-248-0432
Facsimile:

No cancellation of the foregoing policies shall be effective without thirty (30) days prior notice to the AGENCY.

The CONSULTANT's professional liability to the AGENCY, including that which may arise in reference to section IX "Termination of Agreement" of this AGREEMENT, shall be limited to the accumulative amount of the authorized AGREEMENT amount or one million dollars (\$1,000,000.00), whichever is greater, unless the limit of liability is increased by the AGENCY pursuant to Exhibit H. In no case shall the CONSULTANT's professional liability to third parties be limited in any way.

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The parties enter into this AGREEMENT for the sole benefit of the parties, and to the exclusion of any third party, and no third party beneficiary is intended or created by the execution of this AGREEMENT.

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

XIII. Extra Work

- A. The AGENCY may at any time, by written order, make changes within the general scope of this AGREEMENT in the SERVICES to be performed.
- B. If any such change causes an increase or decrease in the estimated cost of, or the time required for, performance of any part of the SERVICES under this AGREEMENT, whether or not changed by the order, or otherwise affects any other terms and conditions of this AGREEMENT, the AGENCY shall make an equitable adjustment in the: (1) maximum amount payable; (2) delivery or completion schedule, or both; and (3) other affected terms and shall modify this AGREEMENT accordingly.
- C. The CONSULTANT must submit any "request for equitable adjustment," hereafter referred to as "CLAIM," under this clause within thirty (30) days from the date of receipt of the written order. However, if the AGENCY decides that the facts justify it, the AGENCY may receive and act upon a CLAIM submitted before final payment of this AGREEMENT.
- D. Failure to agree to any adjustment shall be a dispute under the section XI "Disputes" clause. However, nothing in this clause shall excuse the CONSULTANT from proceeding with the AGREEMENT as changed.
- E. Notwithstanding the terms and conditions of paragraphs (A.) and (B.) above, the maximum amount payable for this AGREEMENT, shall not be increased or considered to be increased except by specific written supplement to this AGREEMENT.

XIV. Endorsement of Plans

If applicable, the CONSULTANT shall place their endorsement on all plans, estimates, or any other engineering data furnished by them.

XV. Federal Review

The Federal Highway Administration shall have the right to participate in the review or examination of the SERVICES in progress.

XVI. Certification of the Consultant and the Agency

Attached hereto as Exhibit "G-1(a and b)" are the Certifications of the CONSULTANT and the AGENCY, Exhibit "G-2" Certification Regarding Debarment, Suspension and Other Responsibility Matters - Primary Covered Transactions, Exhibit "G-3" Certification Regarding the Restrictions of the Use of Federal Funds for Lobbying and Exhibit "G-4" Certificate of Current Cost or Pricing Data. Exhibit "G-3" is required only in AGREEMENT's over one hundred thousand dollars (\$100,000.00) and Exhibit "G-4" is required only in AGREEMENT's over five hundred thousand dollars (\$500,000.00.) These Exhibits must be executed by the CONSULTANT, and submitted with the master AGREEMENT, and returned to the AGENCY at the address listed in section III "General Requirements" prior to its performance of any SERVICES under this AGREEMENT.

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XVII. Complete Agreement

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

XVIII. Execution and Acceptance

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

XIX. Protection of Confidential Information

The CONSULTANT acknowledges that some of the material and information that may come into its possession or knowledge in connection with this AGREEMENT or its performance may consist of information that is exempt from disclosure to the public or other unauthorized persons under either chapter 42.56 RCW or other local, state or federal statutes ("State's Confidential Information"). The "State's Confidential Information" includes, but is not limited to, names, addresses, Social Security numbers, e-mail addresses, telephone numbers, financial profiles, credit card information, driver's license numbers, medical data, law enforcement records (or any other information identifiable to an individual), STATE and AGENCY source code or object code, STATE and AGENCY security data, non-public Specifications, STATE and AGENCY non-publicly available data, proprietary software, State security data, or information which may jeopardize any part of the project that relates to any of these types of information. The CONSULTANT agrees to hold the State's Confidential Information in strictest confidence and not to make use of the State's Confidential Information for any purpose other than the performance of this AGREEMENT, to release it only to authorized employees, sub-consultants or subcontractors requiring such information for the purposes of carrying out this AGREEMENT, and not to release, divulge, publish, transfer, sell, disclose, or otherwise make it known to any other party without the AGENCY's express written consent or as provided by law. The CONSULTANT agrees to release such information or material only to employees, sub-consultants or subcontractors who have signed a nondisclosure AGREEMENT, the terms of which have been previously approved by the AGENCY. The CONSULTANT agrees to implement physical, electronic, and managerial safeguards to prevent unauthorized access to the State's Confidential Information.

Immediately upon expiration or termination of this AGREEMENT, the CONSULTANT shall, at the AGENCY's option: (i) certify to the AGENCY that the CONSULTANT has destroyed all of the State's Confidential Information; or (ii) returned all of the State's Confidential Information to the AGENCY; or (iii) take whatever other steps the AGENCY requires of the CONSULTANT to protect the State's Confidential Information.

As required under Executive Order 00-03, the CONSULTANT shall maintain a log documenting the following: the State's Confidential Information received in the performance of this AGREEMENT; the purpose(s) for which the State's Confidential Information was received; who received, maintained and used the State's Confidential Information; and the final disposition of the State's Confidential Information. The CONSULTANT's records shall be subject to inspection, review, or audit upon reasonable notice from the AGENCY.

The AGENCY reserves the right to monitor, audit, or investigate the use of the State's Confidential Information collected, used, or acquired by the CONSULTANT through this AGREEMENT. The monitoring, auditing, or investigating may include, but is not limited to, salting databases.

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Violation of this section by the CONSULTANT or its sub-consultants or subcontractors may result in termination of this AGREEMENT and demand for return of all State's Confidential Information, monetary damages, or penalties.

It is understood and acknowledged that the CONSULTANT may provide the AGENCY with information which is proprietary and/or confidential during the term of this AGREEMENT. The parties agree to maintain the confidentiality of such information during the term of this AGREEMENT and afterwards. All materials containing such proprietary and/or confidential information shall be clearly identified and marked as "Confidential" and shall be returned to the disclosing party at the conclusion of the SERVICES under this AGREEMENT.

The CONSULTANT shall provide the AGENCY with a list of all information and materials it considers confidential and/or proprietary in nature: (a) at the commencement of the term of this AGREEMENT; or (b) as soon as such confidential or proprietary material is developed. "Proprietary and/or confidential information" is not meant to include any information which, at the time of its disclosure: (i) is already known to the other party; (ii) is rightfully disclosed to one of the parties by a third party that is not acting as an agent or representative for the other party; (iii) is independently developed by or for the other party; (iv) is publicly known; or (v) is generally utilized by unaffiliated third parties engaged in the same business or businesses as the CONSULTANT.

The parties also acknowledge that the AGENCY is subject to Washington State and federal public disclosure laws. As such, the AGENCY shall maintain the confidentiality of all such information marked proprietary and/or confidential or otherwise exempt, unless such disclosure is required under applicable state or federal law. If a public disclosure request is made to view materials identified as "Proprietary and/or confidential information" or otherwise exempt information, the AGENCY will notify the CONSULTANT of the request and of the date that such records will be released to the requester unless the CONSULTANT obtains a court order from a court of competent jurisdiction enjoining that disclosure. If the CONSULTANT fails to obtain the court order enjoining disclosure, the AGENCY will release the requested information on the date specified.

The CONSULTANT agrees to notify the sub-consultant of any AGENCY communication regarding disclosure that may include a sub-consultant's proprietary and/or confidential information. The CONSULTANT notification to the sub-consultant will include the date that such records will be released by the AGENCY to the requester and state that unless the sub-consultant obtains a court order from a court of competent jurisdiction enjoining that disclosure the AGENCY will release the requested information. If the CONSULTANT and/or sub-consultant fail to obtain a court order or other judicial relief enjoining the AGENCY by the release date, the CONSULTANT shall waive and release and shall hold harmless and indemnify the AGENCY from all claims of actual or alleged damages, liabilities, or costs associated with the AGENCY's said disclosure of sub-consultants' information.

XX. Records Maintenance

During the progress of the Work and SERVICES provided hereunder and for a period of not less than six (6) years from the date of final payment to the CONSULTANT, the CONSULTANT shall keep, retain and maintain all "documents" pertaining to the SERVICES provided pursuant to this AGREEMENT. Copies of all "documents" pertaining to the SERVICES provided hereunder shall be made available for review at the CONSULTANT's place of business during normal working hours. If any litigation, claim or audit is commenced, the CONSULTANT shall cooperate with AGENCY and assist in the production of all such documents. "Documents" shall be retained until all litigation, claims or audit findings have been resolved even though such litigation, claim or audit continues past the six (6) year retention period.

For purposes of this AGREEMENT, "documents" means every writing or record of every type and description, including electronically stored information ("ESI"), that is in the possession, control, or custody of the CONSULTANT, including, without limitation, any and all correspondences, contracts, AGREEMENT 's, appraisals, plans, designs, data, surveys, maps, spreadsheets, memoranda, stenographic or handwritten notes, reports, records, telegrams, schedules, diaries, notebooks, logbooks, invoices, accounting records, work sheets, charts, notes, drafts, scribbings, recordings, visual displays, photographs, minutes of meetings,

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tabulations, computations, summaries, inventories, and writings regarding conferences, conversations or telephone conversations, and any and all other taped, recorded, written, printed or typed matters of any kind or description; every copy of the foregoing whether or not the original is in the possession, custody, or control of the CONSULTANT, and every copy of any of the foregoing, whether or not such copy is a copy identical to an original, or whether or not such copy contains any commentary or notation whatsoever that does not appear on the original.

For purposes of this AGREEMENT, "ESI" means any and all computer data or electronic recorded media of any kind, including "Native Files", that are stored in any medium from which it can be retrieved and examined, either directly or after translation into a reasonably useable form. ESI may include information and/or documentation stored in various software programs such as: Email, Outlook, Word, Excel, Access, Publisher, PowerPoint, Adobe Acrobat, SQL databases, or any other software or electronic communication programs or databases that the CONSULTANT may use in the performance of its operations. ESI may be located on network servers, backup tapes, smart phones, thumb drives, CDs, DVDs, floppy disks, work computers, cell phones, laptops or any other electronic device that CONSULTANT uses in the performance of its Work or SERVICES hereunder, including any personal devices used by the CONSULTANT or any sub-consultant at home.

"Native files" are a subset of ESI and refer to the electronic format of the application in which such ESI is normally created, viewed, and /or modified.

The CONSULTANT shall include this section XX "Records Maintenance" in every subcontract it enters into in relation to this AGREEMENT and bind the sub-consultant to its terms, unless expressly agreed to otherwise in writing by the AGENCY prior to the execution of such subcontract.

In witness whereof, the parties hereto have executed this AGREEMENT as of the day and year shown in the "Execution Date" box on page one (1) of this AGREEMENT.

Signature

Date



Signature

12/6/2018

Date

Any modification, change, or reformation of this AGREEMENT shall require approval as to form by the Office of the Attorney General.

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Exhibit A

Scope of Work

Project No. 18031C

Describe the Scope of Work:

Furnish a qualified resident engineer who shall be on the job at all times that significant work is in progress, whose duty shall be to provide surveillance of project construction for compliance with plans and specifications. It is anticipated this project will be constructed in 50 working days.

Provide geometric control including construction staking.

Prepare daily progress reports on the project.

Consult and advise the AGENCY during construction and make final review and report of the completed work with representatives of the AGENCY.

Review acceptance sampling and testing for construction materials.

Perform measurement and computation of pay items.

Review Contractor's submission of samples and shop drawings, where applicable.

Recommend progress payments for the Contractor.

Prepare proposed contract change orders when applicable.

Administer construction meetings (as needed).

Prepare and furnish reproducible record drawings and field notes of completed work in accordance with project field records.

Prepare administrative documents to the appropriate agencies which have jurisdiction over funding, design, and construction of this project.

Perform monitoring of the Contractor's compliance with the contract documents labor standards; review of Statements of Intent to Pay Prevailing Wages and Affidavits of Wages Paid.

Note: Material testing to be provided by the City and is not part of this agreement. FHWA requires subconsultants to have a WSDOT approved audited overhead rate. No known testing firms in the region have an approved rate. WSDOT Local Programs stated that Agencies have been contracting directly with material testing firms using local funds.

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Exhibit B
DBE Participation

The 9% UDBE project participation requirement for engineering services was accomplished during the design services phase of the project.

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Preparation and Delivery of Electronic Engineering and Other Data

In this Exhibit the agency, as applicable, is to provide a description of the format and standards the consultant is to use in preparing electronic files for transmission to the agency. The format and standards to be provided may include, but are not limited to, the following:

I. Surveying, Roadway Design & Plans Preparation Section

A. Survey Data

On file at Engineer's office.

B. Roadway Design Files

On file at Engineer's office.

C. Computer Aided Drafting Files

On file at Engineer's office.

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D. Specify the Agency's Right to Review Product with the Consultant

Documents available upon request:
Resident Engineer's Reports
Survey Construction Staking Notes

E. Specify the Electronic Deliverables to Be Provided to the Agency

Monthly Progress Pay Estimates
Construction Contractor Labor Documents
Project Record Drawings
Materials Testing Reports

F. Specify What Agency Furnished Services and Information Is to Be Provided

Provide material testing consultant including payment.
Review and approve monthly Progress Pay Estimates.

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II. Any Other Electronic Files to Be Provided

On file at Engineer's office.

III. Methods to Electronically Exchange Data

E-mail or thumb drive.

A. Agency Software Suite

Microsoft word and excel. Adobe.

B. Electronic Messaging System

Microsoft exchange and outlook.

C. File Transfers Format

.docx, .xls, .pdf

Exhibit D
Prime Consultant Cost Computations

See attached Exhibit D-1 & D-2

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Exhibit D-1

**HLA Engineering and Land Surveying, Inc.
Statement of Direct Labor, Fringe Benefits, and General Overhead
For the Year Ended December 31, 2017**

Description	% of Direct Labor
Direct Labor	
INDIRECT COSTS	
Fringe Benefits	
Vacation, Sick and Holiday	12.20%
Incentive Compensation	19.31%
Retirement Plans	13.35%
Employee Group Insurance	14.57%
Payroll Taxes	11.31%
Other Employee Benefits	0.01%
Total Fringe Benefits	70.74%
General Overhead	
Indirect Labor	25.47%
Accounting Fees	0.93%
Automobile	1.09%
Bank charges and processing fees	0.02%
Computer hardware/software	2.92%
Depreciation and Amortization	5.67%
Dues and Professional Licenses	0.50%
Insurance	3.98%
Leased Equipment	0.73%
Meals Expense	0.59%
Office Supplies and Postage	1.29%
Printing and Reproduction	0.38%
Professional Services	1.14%
Rent and Utilities	5.70%
Repairs and Maintenance	2.62%
Seminars and Prof Education	0.73%
Supplies	0.68%
Taxes and Licenses	6.82%
Telecommunications	1.28%
Travel	0.49%
Direct Costs Recovery	-2.79%
Total General Overhead	60.23%
Total Indirect Costs	130.98%
Facilities Capital Cost of Money (FCCM)	0.31%
Indirect Cost Rate	131.29%

Exhibit E
Sub-consultant Cost Computations

There isn't any sub-consultant participation at this time. The CONSULTANT shall not sub-contract for the performance of any work under this AGREEMENT without prior written permission of the AGENCY. Refer to section VI "Sub-Contracting" of this AGREEMENT.

N/A

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Exhibit F

Title VI Assurances

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

1. **Compliance with Regulations:** The CONSULTANT shall comply with the Regulations relative to non-discrimination in federally assisted programs of the AGENCY, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the "REGULATIONS"), which are herein incorporated by reference and made a part of this AGREEMENT.
2. **Non-discrimination:** The CONSULTANT, with regard to the work performed during this AGREEMENT, shall not discriminate on the grounds of race, color, sex, or national origin in the selection and retention of sub-consultants, including procurement of materials and leases of equipment. The CONSULTANT shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the REGULATIONS, including employment practices when this AGREEMENT covers a program set forth in Appendix B of the REGULATIONS.
3. **Solicitations for Sub-consultants, Including Procurement of Materials and Equipment:** In all solicitations either by competitive bidding or negotiations made by the CONSULTANT for work to be performed under a sub-contract, including procurement of materials or leases of equipment, each potential sub-consultant or supplier shall be notified by the CONSULTANT of the CONSULTANT's obligations under this AGREEMENT and the REGULATIONS relative to non-discrimination on the grounds of race, color, sex, or national origin.
4. **Information and Reports:** The CONSULTANT shall provide all information and reports required by the REGULATIONS or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the AGENCY, the STATE, or the Federal Highway Administration (FHWA) to be pertinent to ascertain compliance with such REGULATIONS, orders and instructions. Where any information required of a CONSULTANT is in the exclusive possession of another who fails or refuses to furnish this information, the CONSULTANT shall so certify to the AGENCY, the STATE, or the FHWA as appropriate, and shall set forth what efforts it has made to obtain the information.
5. **Sanctions for Non-compliance:** In the event of the CONSULTANT's non-compliance with the non-discrimination provisions of this AGREEMENT, the AGENCY shall impose such AGREEMENT sanctions as it, the STATE, or the FHWA may determine to be appropriate, including, but not limited to:
 - Withholding of payments to the CONSULTANT under this AGREEMENT until the CONSULTANT complies, and/or;
 - Cancellation, termination, or suspension of this AGREEMENT, in whole or in part.
6. **Incorporation of Provisions:** The CONSULTANT shall include the provisions of paragraphs (1) through (5) in every subcontract, including procurement of materials and leases of equipment, unless exempt by the REGULATIONS, or directives issued pursuant thereto. The CONSULTANT shall take such action with respect to any sub-consultant or procurement as the STATE, the AGENCY, or FHWA may direct as a means of enforcing such provisions including sanctions for non-compliance.

Provided, however, that in the event a CONSULTANT becomes involved in, or is threatened with, litigation with a sub-consultant or supplier as a result of such direction, the CONSULTANT may request the AGENCY enter into such litigation to protect the interests of the STATE and/or the AGENCY and, in addition, the CONSULTANT may request the United States enter into such litigation to protect the interests of the United States.

Agreement Number: 18031C

Exhibit G **Certification Documents**

- Exhibit G-1(a) Certification of Consultant
- Exhibit G-1(b) Certification of AGENCY OFFICIAL
- Exhibit G-2 Certification Regarding Debarment, Suspension and Other Responsibility Matters - Primary Covered Transactions
- Exhibit G-3 Certification Regarding the Restrictions of the Use of Federal Funds for Lobbying
- Exhibit G-4 Certificate of Current Cost or Pricing Data

Agreement Number: 18031C

Exhibit G-1(a) Certification of Consultant

I hereby certify that I am the and duly authorized representative of the firm of
HLA Engineering and Land Surveying, Inc.

whose address is

2803 River Road, Yakima, WA 98902

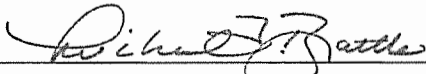
and that neither the above firm nor I have:

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

I acknowledge that this certificate is to be furnished to the Washington State Department of Transportation and the Federal Highway Administration, U.S. Department of Transportation in connection with this AGREEMENT involving participation of Federal-aid highway funds, and is subject to applicable State and Federal laws, both criminal and civil.

HLA Engineering and Land Surveying, Inc.

Consultant (Firm Name)



Signature (Authorized Official of Consultant)

12/6/2018

Date

Agreement Number: 18031C

Exhibit G-1(b) Certification of Agency Official

I hereby certify that I am the:

Agency Official

Other

of the City of Union Gap, and HLA Engineering and Land Surveying, Inc. or its representative has not been required, directly or indirectly as an express or implied condition in connection with obtaining or carrying out this AGREEMENT to:

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

I acknowledge that this certificate is to be furnished to the Washington State Department of Transportation and the Federal Highway Administration, U.S. Department of Transportation, in connection with this AGREEMENT involving participation of Federal-aid highway funds, and is subject to applicable State and Federal laws, both criminal and civil.

Signature

Date

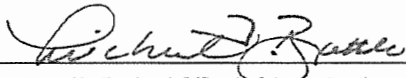
Agreement Number: 18031C

Exhibit G-2 Certification Regarding Debarment, Suspension and Other Responsibility Matters - Primary Covered Transactions

- I. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
 - A. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - B. Have not within a three (3) year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State anti-trust statues or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - C. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
 - D. Have not within a three (3) year period preceding this application / proposal had one or more public transactions (Federal, State and local) terminated for cause or default.
- II. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

HLA Engineering and Land Surveying, Inc.

Consultant (Firm Name)



Signature (Authorized Official of Consultant)

12/6/2018

Date

Agreement Number: 18031C

Exhibit G-3 Certification Regarding the Restrictions of the Use of Federal Funds for Lobbying

The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or any employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative AGREEMENT, and the extension, continuation, renewal, amendment, or modification of Federal contract, grant, loan or cooperative AGREEMENT.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative AGREEMENT, the undersigned shall complete and submit Standard Form - LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000.00, and not more than \$100,000.00, for each such failure.

The prospective participant also agrees by submitting his or her bid or proposal that he or she shall require that the language of this certification be included in all lower tier sub-contracts, which exceed \$100,000, and that all such sub-recipients shall certify and disclose accordingly.

HLA Engineering and Land Surveying, Inc.

Consultant (Firm Name)


Signature (Authorized Official of Consultant)

12/6/2018
Date

Agreement Number: 18031C

Exhibit I

Alleged Consultant Design Error Procedures

The purpose of this exhibit is to establish a procedure to determine if a consultant's alleged design error is of a nature that exceeds the accepted standard of care. In addition, it will establish a uniform method for the resolution and/or cost recovery procedures in those instances where the agency believes it has suffered some material damage due to the alleged error by the consultant.

Step 1 Potential Consultant Design Error(s) is Identified by Agency's Project Manager

At the first indication of potential consultant design error(s), the first step in the process is for the Agency's project manager to notify the Director of Public Works or Agency Engineer regarding the potential design error(s). For federally funded projects, the Region Local Programs Engineer should be informed and involved in these procedures. (Note: The Director of Public Works or Agency Engineer may appoint an agency staff person other than the project manager, who has not been as directly involved in the project, to be responsible for the remaining steps in these procedures.)

Step 2 Project Manager Documents the Alleged Consultant Design Error(s)

After discussion of the alleged design error(s) and the magnitude of the alleged error(s), and with the Director of Public Works or Agency Engineer's concurrence, the project manager obtains more detailed documentation than is normally required on the project. Examples include: all decisions and descriptions of work; photographs, records of labor, materials and equipment.

Step 3 Contact the Consultant Regarding the Alleged Design Error(s)

If it is determined that there is a need to proceed further, the next step in the process is for the project manager to contact the consultant regarding the alleged design error(s) and the magnitude of the alleged error(s). The project manager and other appropriate agency staff should represent the agency and the consultant should be represented by their project manager and any personnel (including sub-consultants) deemed appropriate for the alleged design error(s) issue.

Step 4 Attempt to Resolve Alleged Design Error with Consultant

After the meeting(s) with the consultant have been completed regarding the consultant's alleged design error(s), there are three possible scenarios:

- It is determined via mutual agreement that there is not a consultant design error(s). If this is the case, then the process will not proceed beyond this point.
- It is determined via mutual agreement that a consultant design error(s) occurred. If this is the case, then the Director of Public Works or Agency Engineer, or their representatives, negotiate a settlement with the consultant. The settlement would be paid to the agency or the amount would be reduced from the consultant's agreement with the agency for the services on the project in which the design error took place. The agency is to provide LP, through the Region Local Programs Engineer, a summary of the settlement for review and to make adjustments, if any, as to how the settlement affects federal reimbursements. No further action is required.
- There is not a mutual agreement regarding the alleged consultant design error(s). The consultant may request that the alleged design error(s) issue be forwarded to the Director of Public Works or Agency Engineer for review. If the Director of Public Works or Agency Engineer, after review with their legal counsel, is not able to reach mutual agreement with the consultant, proceed to Step 5.

Agreement Number: 18031C

Step 5 Forward Documents to Local Programs

For federally funded projects all available information, including costs, should be forwarded through the Region Local Programs Engineer to LP for their review and consultation with the FHWA. LP will meet with representatives of the agency and the consultant to review the alleged design error(s), and attempt to find a resolution to the issue. If necessary, LP will request assistance from the Attorney General's Office for legal interpretation. LP will also identify how the alleged error(s) affects eligibility of project costs for federal reimbursement.

- If mutual agreement is reached, the agency and consultant adjust the scope of work and costs to reflect the agreed upon resolution. LP, in consultation with FHWA, will identify the amount of federal participation in the agreed upon resolution of the issue.
- If mutual agreement is not reached, the agency and consultant may seek settlement by arbitration or by litigation.

Agreement Number: 18031C

Exhibit J

Consultant Claim Procedures

The purpose of this exhibit is to describe a procedure regarding claim(s) on a consultant agreement. The following procedures should only be utilized on consultant claims greater than \$1,000. If the consultant's claim(s) are a total of \$1,000 or less, it would not be cost effective to proceed through the outlined steps. It is suggested that the Director of Public Works or Agency Engineer negotiate a fair and reasonable price for the consultant's claim(s) that total \$1,000 or less.

This exhibit will outline the procedures to be followed by the consultant and the agency to consider a potential claim by the consultant.

Step 1 Consultant Files a Claim with the Agency Project Manager

If the consultant determines that they were requested to perform additional services that were outside of the agreement's scope of work, they may be entitled to a claim. The first step that must be completed is the request for consideration of the claim to the Agency's project manager.

The consultant's claim must outline the following:

- Summation of hours by classification for each firm that is included in the claim;
- Any correspondence that directed the consultant to perform the additional work;
- Timeframe of the additional work that was outside of the project scope;
- Summary of direct labor dollars, overhead costs, profit and reimbursable costs associated with the additional work; and
- Explanation as to why the consultant believes the additional work was outside of the agreement scope of work.

Step 2 Review by Agency Personnel Regarding the Consultant's Claim for Additional Compensation

After the consultant has completed step 1, the next step in the process is to forward the request to the Agency's project manager. The project manager will review the consultant's claim and will meet with the Director of Public Works or Agency Engineer to determine if the Agency agrees with the claim. If the FHWA is participating in the project's funding, forward a copy of the consultant's claim and the Agency's recommendation for federal participation in the claim to the WSDOT Local Programs through the Region Local Programs Engineer. If the claim is not eligible for federal participation, payment will need to be from agency funds.

If the Agency project manager, Director of Public Works or Agency Engineer, WSDOT Local Programs (if applicable), and FHWA (if applicable) agree with the consultant's claim, send a request memo, including backup documentation to the consultant to either supplement the agreement, or create a new agreement for the claim. After the request has been approved, the Agency shall write the supplement and/or new agreement and pay the consultant the amount of the claim. Inform the consultant that the final payment for the agreement is subject to audit. No further action is needed regarding the claim procedures.

If the Agency does not agree with the consultant's claim, proceed to step 3 of the procedures.

Agreement Number: 18031C

Step 3 Preparation of Support Documentation Regarding Consultant's Claim(s)

If the Agency does not agree with the consultant's claim, the project manager shall prepare a summary for the Director of Public Works or Agency Engineer that included the following:

- Copy of information supplied by the consultant regarding the claim;
- Agency's summation of hours by classification for each firm that should be included in the claim;
- Any correspondence that directed the consultant to perform the additional work;
- Agency's summary of direct labor dollars, overhead costs, profit and reimbursable costs associated with the additional work;
- Explanation regarding those areas in which the Agency does/does not agree with the consultant's claim(s);
- Explanation to describe what has been instituted to preclude future consultant claim(s); and
- Recommendations to resolve the claim.

Step 4 Director of Public Works or Agency Engineer Reviews Consultant Claim and Agency Documentation

The Director of Public Works or Agency Engineer shall review and administratively approve or disapprove the claim, or portions thereof, which may include getting Agency Council or Commission approval (as appropriate to agency dispute resolution procedures). If the project involves federal participation, obtain concurrence from WSDOT Local Programs and FHWA regarding final settlement of the claim. If the claim is not eligible for federal participation, payment will need to be from agency funds.

Step 5 Informing Consultant of Decision Regarding the Claim

The Director of Public Works or Agency Engineer shall notify (in writing) the consultant of their final decision regarding the consultant's claim(s). Include the final dollar amount of the accepted claim(s) and rationale utilized for the decision.

Step 6 Preparation of Supplement or New Agreement for the Consultant's Claim(s)

The agency shall write the supplement and/or new agreement and pay the consultant the amount of the claim. Inform the consultant that the final payment for the agreement is subject to audit.

Agreement Number: 18031C



**Washington State
Department 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

August 29, 2018

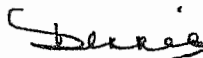
RECEIVED

Mr. Dennis Henne
Public Works Director
City of Union Gap
PO Box 3008
Union Gap, Washington 98903

SEP 04 2018

Public Works

**City of Union Gap
Valley Mall Blvd Resurfacing
NHPP-4554(006)
FUND AUTHORIZATION**


Dear Mr. Henne:

We have received FHWA fund authorization, effective August 27, 2018, for this project as follows:

PHASE	TOTAL	FEDERAL SHARE
Construction	\$2,107,555	\$1,744,329

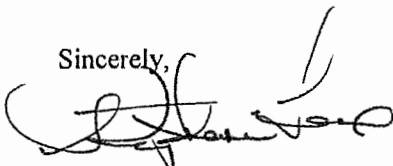
The following are required to ensure compliance with federal and state requirements:

- Advertisement of the project within six weeks of construction authorization.
- Submit the Award Data to the Region Local Programs Engineer prior to construction start.
- Show continuous project progress through monthly billings, until the project is complete. Failure to show continuous progress may result in the project becoming inactive per 23 CFR 630.106(a) (5) and subject to de-obligation of all federal funds and agreement closure.

Enclosed for your information and file is a fully executed copy of Supplement Number 2 to Local Agency Agreement LA-9186 between WSDOT and your agency. All costs exceeding those shown on this agreement are the sole responsibility of your agency. *Any costs incurred after the Project Agreement End Date shown on the supplement are not eligible for federal reimbursement. In addition, all eligible costs incurred prior to the End Date must be billed within ninety (90) days of the End Date or they are ineligible for federal reimbursement.*

In addition, this supplement modifies your PE funds to a total of \$180,300 (\$155,959 federal share).

Please submit all future project correspondence to your Region Local Programs Engineer, Bill Preston.

Sincerely,

Stephanie Tax
Manager, Program Management
Local Programs

ST:tm:ml
Enclosure
Bill Preston, South Central Region Local Programs Engineer



**Washington State
Department of Transportation**

AGENCY

Local Agency Agreement Supplement

Agency City of Union Gap		Supplement Number 2
Federal Aid Project Number NHPP-4554(006)	Agreement Number LA 9186	CFDA No. 20.205 (Catalog of Federal Domestic Assistance)

The Local Agency requests to supplement the agreement entered into and executed on October 27, 2017

All provisions in the basic agreement remain in effect except as modified by this supplement.

The change to the agreement are as follows:

Project Description

Name Valley Mall Boulevard Resurfacing

Length 7,550 LF (1.43 mi)

Termini 3rd Avenue to 4th Street

Description of Work No Change

Reason for Supplement

Obligate construction funding.

Are you claiming indirect cost rate? Yes No

Project Agreement End Date 12/31/2018 ^{JM} 2021

Does this change require additional Right of Way or Easements? Yes No Advertisement Date: 8/14/2018

Type of Work	Estimate of Funding				
	(1) Previous Agreement/Suppl.	(2) Supplement	(3) Estimated Total Project Funds	(4) Estimated Agency Funds	(5) Estimated Federal Funds
PE					
86.5 % a. Agency	0.00	0.00	0.00		
b. Other Non-Participating	21,767.00	-21,767.00	0.00	0.00	
Federal Aid Participation Ratio for PE	265,488.00	-86,688.00	178,800.00	24,138.00	154,662.00
c. Other Consultant	1,500.00	0.00	1,500.00	203.00	1,297.00
d. State	288,755.00	-108,455.00	180,300.00	24,341.00	155,959.00
e. Total PE Cost Estimate (a+b+c+d)					
Right of Way					
% f. Agency			0.00		
g. Other			0.00		
Federal Aid Participation Ratio for RW			0.00		
h. Other			0.00		
i. State			0.00		
j. Total RW Cost Estimate (f+g+h+i)	0.00	0.00	0.00	0.00	0.00
Construction					
86.5 % k. Contract		1,896,316.00	1,896,316.00	256,003.00	1,640,313.00
l. Other Non-Participating		90,989.00	90,989.00	90,989.00	
m. Other Consultant		119,250.00	119,250.00	16,099.00	103,151.00
Federal Aid Participation Ratio for CN			0.00		
n. Other			0.00		
o. Agency			0.00		
p. State		1,000.00	1,000.00	135.00	865.00
q. Total CN Cost Estimate (k+l+m+n+o+p)	0.00	2,107,555.00	2,107,555.00	363,226.00	1,744,329.00
r. Total Project Cost Estimate (e+i+q)	288,755.00	1,999,100.00	2,287,855.00	387,567.00	1,900,288.00

The Local Agency further stipulates that pursuant to said Title 23, regulations and policies and procedures, and as a condition to payment of the Federal funds obligated, it accepts and will comply with the applicable provisions.

Agency Official

Washington State Department of Transportation

By *Alex Fisher* 8/13/2018
Title City Manager

By *[Signature]*
Director, Local Program
Date Executed **AUG 22 2018**

Agency City of Union Gap		Supplement Number 2
Federal Aid Project Number NHPP-4554(006)	Agreement Number LA 9186	CFDA No. 20.205 (Catalog of Federal Domestic Assistance)

VI. Payment and Partial Reimbursement

The total cost of the project, including all review and engineering costs and other expenses of the State, is to be paid by the Agency and by the Federal Government. Federal funding shall be in accordance with the Federal Transportation Act, as amended, 2 CFR Part 200. The State shall not be ultimately responsible for any of the costs of the project. The Agency shall be ultimately responsible for all costs associated with the project which are not reimbursed by the Federal Government. Nothing in this agreement shall be construed as a promise by the State as to the amount or nature of federal participation in this project.

The Agency shall bill the state for federal aid project costs incurred in conformity with applicable federal and state laws. The agency shall minimize the time elapsed between receipt of federal aid funds and subsequent payment of incurred costs. Expenditures by the Local Agency for maintenance, general administration, supervision, and other overhead shall not be eligible for federal participation unless a current indirect cost plan has been prepared in accordance with the regulations outlined in 2 CFR Part 200 - Uniform Admin. Requirements, Cost Principles and Audit Requirements for Federal Awards, and retained for audit.

The State will pay for State incurred costs on the project. Following payment, the State shall bill the Federal Government for reimbursement of those costs eligible for federal participation to the extent that such costs are attributable and properly allocable to this project. The State shall bill the Agency for that portion of State costs which were not reimbursed by the Federal Government (see Section IX).

VII. Audit of Federal Consultant Contracts

The Agency, if services of a consultant are required, shall be responsible for audit of the consultant's records to determine eligible federal aid costs on the project. The report of said audit shall be in the Agency's files and made available to the State and the Federal Government.

An audit shall be conducted by the WSDOT Internal Audit Office in accordance with generally accepted governmental auditing standards as issued by the United States General Accounting Office by the Comptroller General of the United States; WSDOT Manual M 27-50, Consultant Authorization, Selection, and Agreement Administration; memoranda of understanding between WSDOT and FHWA; and 2 CFR Part 200.501 - Audit Requirements.

If upon audit it is found that overpayment or participation of federal money in ineligible items of cost has occurred, the Agency shall reimburse the State for the amount of such overpayment or excess participation.

IX. Payment of Billing

The Agency agrees that if payment or arrangement for payment of any of the State's billing relative to the project (e.g., State force work, project cancellation, overpayment, cost ineligible for federal participation, etc.) is not made to the State within 45 days after the Agency has been billed, the State shall effect reimbursement of the total sum due from the regular monthly fuel tax allotments to the Agency from the Motor Vehicle Fund. No additional Federal project funding will be approved until full payment is received unless otherwise directed by the Director, Local Programs.

Project Agreement End Date - This date is based on your projects Period of Performance (2 CFR Part 200.309).

Any costs incurred after the Project Agreement End Date are NOT eligible for federal reimbursement. All eligible costs incurred prior to the Project Agreement End Date must be submitted for reimbursement within 90 days after the Project Agreement End Date or they become ineligible for federal reimbursement.

VIII. Single Audit Act

The Agency, as a subrecipient of federal funds, shall adhere to the federal regulations outlined in 2 CFR Part 200.501 as well as all applicable federal and state statutes and regulations. A subrecipient who expends \$750,000 or more in federal awards from all sources during a given fiscal year shall have a single or program-specific audit performed for that year in accordance with the provisions of 2 CFR Part 200.501. Upon conclusion of the audit, the Agency shall be responsible for ensuring that a copy of the report is transmitted promptly to the State.

XVII. Assurances

Local Agencies receiving Federal funding from the USDOT or its operating administrations (i.e., Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration) are required to submit a written policy statement, signed by the Agency Executive and addressed to the State, documenting that all programs, activities and services will be conducted in compliance with Section 504 and the Americans with Disabilities Act (ADA).



A NEW WAY TO SIGN IN - If you already have a SAM account, use your SAM email for login.gov. [Log In](#)

[Login.gov FAQs](#)

- ⚠ ALERT - There may be a delay in data updates between the Small Business Administration (SBA) and SAM. If you notice any issues with your entity's SBA status or trouble on the SBA Supplemental page, please contact the Federal Service Desk.
- ⚠ ALERT - June 11, 2018: Entities registering in SAM must submit a [notarized letter](#) appointing their authorized Entity Administrator. Read our [updated FAQs](#) to learn more about changes to the notarized letter review process and other system improvements.

Entity Dashboard

Hla Engineering And Land Surveying, Inc.
 DUNS: 117352062 CAGE Code: 36NF7
 Status: Active
 Expiration Date: 11/28/2019
 Purpose of Registration: All Awards

2803 RIVER RD
 YAKIMA, WA, 98902-1166,
 UNITED STATES

- Entity Overview
- Entity Registration
 - Core Data
 - Assertions
 - Reps & Certs
 - POCs
- Exclusions
 - Active Exclusions
 - Inactive Exclusions
 - Excluded Family Members

[RETURN TO SEARCH](#)

Entity Overview

Entity Registration Summary

Name: Hla Engineering And Land Surveying, Inc.
Business Type: Business or Organization
Last Updated By: Michael Battle
Registration Status: Active
Activation Date: 11/28/2018
Expiration Date: 11/28/2019

Exclusion Summary

Active Exclusion Records? No



IBM-P-20181107-1216
WWW7

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City Council Communication

Meeting Date: December 10, 2018
From: Dennis Henne; Director of Public Works & Community Development
Topic/Issue: Resolution – WA State Department of Ecology Agreement – Water Quality Combined Financial Assistance Agreement

SYNOPSIS: The purpose of this Agreement between the City and the Washington State Department of Ecology is to provide funds to carry out the requirements described in reference to the Water Quality Combined Financial Assistance Grant. This project will improve water quality in Spring Creek, Wide Hollow Creek and the Yakima River by increasing stormwater infiltration and providing stormwater detention. The grant amount is \$259,350.00.

RECOMMENDATION: Adopt a resolution authorizing the City Manager to sign Agreement WQC-2018-UniGap-00048 with the Washington State Department of Ecology.

LEGAL REVIEW: The City Attorney has reviewed this resolution.

FINANCIAL REVIEW: N/A

BACKGROUND INFORMATION: N/A

ADDITIONAL OPTIONS: N/A

ATTACHMENTS:

1. Resolution
2. WA State DOE Water Quality Stormwater Water Quality Combined Financial Assistance Grant

CITY OF UNION GAP, WASHINGTON
RESOLUTION NO. _____

A **RESOLUTION** authorizing the City Manager to sign to a Water Quality Combined Financial Assistance Agreement with the Washington State Department of Ecology, Agreement No. WQC-2018-UniGap-00048.

WHEREAS, the Washington Department of Ecology can facilitate the distribution of grant money funds to the City of Union Gap for its use in improving stormwater management and water quality protection with the development and implementation of a stormwater management programs and for various projects targeting stormwater drainage issues;

WHEREAS, the City of Union Gap has identified existing drainage facilities on Ahtanum Road and Main Street between that may discharge untreated stormwater directly into Spring Creek a tributary of Yakima River, which can be eliminated or addressed through Best Management Practices;

WHEREAS, the City of Union Gap would like to obtain DOE financial assistance to help in addressing the drainage issue identified as the Ahtanum Road and Main Street Stormwater Project and in order to participate in such funding, the City of Union Gap must comply with various requirements as set forth in the document entitled Water Quality Combined Financial Assistance Agreement – Funding Agreement between the State of Washington Department of Ecology and City of Union Gap;

WHEREAS, it is the desire of the City Council to enter into the agreement for the purpose of obtaining the grant funding;

NOW, THEREFORE, BE IT RESOLVED BY THE UNION GAP CITY COUNCIL as follows:

That the City Manager is authorized to sign an Agreement with the Washington State Department of Ecology for Ahtanum Road and Main Street Stormwater Project.

PASSED this 10th day of December 2018.

Roger Wentz, Mayor

ATTEST:

APPROVED AS TO FORM:

Karen Clifton, City Clerk

Bronson Brown, City Attorney



Agreement No. WQC-2018-UniGap-00048

WATER QUALITY COMBINED FINANCIAL ASSISTANCE AGREEMENT

BETWEEN

THE STATE OF WASHINGTON DEPARTMENT OF ECOLOGY

AND

CITY OF UNION GAP

This is a binding Agreement entered into by and between the state of Washington, Department of Ecology, hereinafter referred to as "ECOLOGY," and City of Union Gap, hereinafter referred to as the "RECIPIENT," to carry out with the provided funds activities described herein.

GENERAL INFORMATION

Project Title:	Ahtanum Road and Main Street Stormwater Improvements
Total Cost:	\$261,000.00
Total Eligible Cost:	\$261,000.00
Ecology Share:	\$259,350.00
Recipient Share:	\$1,650.00
The Effective Date of this Agreement is:	07/01/2018
The Expiration Date of this Agreement is no later than:	06/30/2021
Project Type:	Stormwater Facility

Project Short Description:

This project will improve water quality in Spring Creek, Wide Hollow Creek, and the Yakima River through design plans that will reduce untreated stormwater discharges in the City of Union Gap. This project will provide treatment for total suspended solids, oil, dissolved copper, dissolved zinc, and total phosphorus, and will also reduce flows to Spring Creek, Wide Hollow Creek, and the Yakima River by increasing stormwater infiltration and providing stormwater detention.

Project Long Description:

Spring Creek and Wide Hollow Creek flow through a mixed commercial and industrial area into the Yakima River near Union Gap. Both Spring Creek and Wide Hollow Creek are on Washington State's 303(d) list of impaired waters for temperature, dissolved oxygen, and pH because they do not meet the criteria needed to support their aquatic life use category.

There are five known direct outfalls to Spring Creek and three outfalls to Wide Hollow Creek which carry both

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surface and ground water. This project will identify and separate the surface and groundwater to allow the stormwater to be treated. This project will design stormwater treatment facilities for at least three of the known outfalls to reduce the amount of untreated stormwater reaching the creeks. The project will improve water quality by reducing suspended solids and potential bacteria discharging to the creeks. These facilities will enhance water quality in the creeks, and ultimately the Yakima River.

Overall Goal:

This project will help protect and restore water quality in Washington state by reducing stormwater impacts from existing infrastructure and development.

RECIPIENT INFORMATION

Organization Name: City of Union Gap

Federal Tax ID: 91-6001287

DUNS Number: 072043917

Mailing Address: PO Box 3008
Union Gap, WA 98903

Physical Address: 102 W Ahtanum Rd
Union Gap, Washington 98903

Organization Email: dennis.henne@uniongapwa.gov

Contacts

Project Manager	Dennis Henne Director Public Works and Community Development 102 W. Ahtanum Road City of Union Gap, Washington 98903 Email: dhenne@cityofuniongap.com Phone: (509) 249-9206
Billing Contact	Dennis Henne Director Public Works and Community Development 102 W. Ahtanum Road City of Union Gap, Washington 98903 Email: dhenne@cityofuniongap.com Phone: (509) 249-9206
Authorized Signatory	Dennis Henne Director Public Works and Community Development 102 W. Ahtanum Road City of Union Gap, Washington 98903 Email: dhenne@cityofuniongap.com Phone: (509) 249-9206

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 Recipient Name: City of Union Gap

ECOLOGY INFORMATION

Mailing Address: Department of Ecology
 Water Quality
 PO BOX 47600
 Olympia, WA 98504-7600

Physical Address: Water Quality
 300 Desmond Drive SE
 Lacey, WA 98503

Contacts

<p>Project Manager</p>	<p>Jill Scheffer</p> <p>1250 W Alder St. Union Gap, Washington 98903-0009 Email: SCHE461@ecy.wa.gov Phone: (509) 454-7298</p>
<p>Financial Manager</p>	<p>Sarah Zehner Water Quality Financial Manager</p> <p>PO Box 47600 Olympia, Washington 98504-7600 Email: szez461@ecy.wa.gov Phone: (360) 407-7196</p>
<p>Technical Advisor</p>	<p>Doug Howie Senior Stormwater Engineer</p> <p>PO Box 47600 Olympia, Washington 98504-7600 Email: DOHO461@ecy.wa.gov Phone: (360) 407-6444</p>

AUTHORIZING SIGNATURES

RECIPIENT agrees to furnish the necessary personnel, equipment, materials, services, and otherwise do all things necessary for or incidental to the performance of work as set forth in this Agreement.

RECIPIENT acknowledges that they had the opportunity to review the entire Agreement, including all the terms and conditions of this Agreement, Scope of Work, attachments, and incorporated or referenced documents, as well as all applicable laws, statutes, rules, regulations, and guidelines mentioned in this Agreement. Furthermore, the RECIPIENT has read, understood, and accepts all requirements contained within this Agreement.

This Agreement contains the entire understanding between the parties, and there are no other understandings or representations other than as set forth, or incorporated by reference, herein.

No subsequent modifications or amendments to this agreement will be of any force or effect unless in writing, signed by authorized representatives of the RECIPIENT and ECOLOGY and made a part of this agreement. ECOLOGY and RECIPIENT may change their respective staff contacts without the concurrence of either party.

This Agreement shall be subject to the written approval of Ecology’s authorized representative and shall not be binding until so approved.

The signatories to this Agreement represent that they have the authority to execute this Agreement and bind their respective organizations to this Agreement.

IN WITNESS WHEREOF: the parties hereto, having read this Agreement in its entirety, including all attachments, do agree in each and every particular and have thus set their hands hereunto.

Washington State
Department of Ecology

City of Union Gap

By: _____
Heather R. Bartlett Date
Water Quality
Program Manager

By: _____
Dennis Henne Date
Director Public Works and Community Development

Template Approved to Form by
Attorney General's Office

Agreement No: WQC-2018-UniGap-00048
Project Title: Ahtanum Road and Main Street Stormwater Improvements
Recipient Name: City of Union Gap

Arlene Fisher

City Manager

Date

SCOPE OF WORK

Task Number: 1 **Task Cost:** \$15,000.00

Task Title: Project Administration/Management

Task Description:

A. The RECIPIENT shall carry out all work necessary to meet ECOLOGY grant or loan administration requirements. Responsibilities include, but are not limited to: maintenance of project records; submittal of requests for reimbursement and corresponding backup documentation; progress reports; and a recipient closeout report (including photos).

B. The RECIPIENT shall maintain documentation demonstrating compliance with applicable procurement, contracting, and interlocal agreement requirements; application for, receipt of, and compliance with all required permits, licenses, easements, or property rights necessary for the project; and submittal of required performance items.

C. The RECIPIENT shall manage the project. Efforts include, but are not limited to: conducting, coordinating, and scheduling project activities and assuring quality control. Every effort will be made to maintain effective communication with the RECIPIENT's designees; ECOLOGY; all affected local, state, or federal jurisdictions; and any interested individuals or groups. The RECIPIENT shall carry out this project in accordance with any completion dates outlined in this agreement.

Task Goal Statement:

Properly managed and fully documented project that meets ECOLOGY's grant or loan administrative requirements.

Task Expected Outcome:

- * Timely and complete submittal of requests for reimbursement, quarterly progress reports, and RECIPIENT closeout report.
- * Properly maintained project documentation

Recipient Task Coordinator: Dennis Henne

Project Administration/Management

Deliverables

Number	Description	Due Date
1.1	Quarterly Progress Reports	
1.2	Recipient Closeout Report	
1.3	Project Outcome Summary Report	

SCOPE OF WORK

Task Number: 2 **Task Cost: \$246,000.00**

Task Title: Design Plans and Specs, Environmental Review

Task Description:

The RECIPIENT shall ensure the following items are completed and provide the associated deliverables to ECOLOGY
The RECIPIENT must approve all materials prior to submitting them to ECOLOGY for acceptance.

A. The RECIPIENT will coordinate the preparation and submittal of State Environmental Policy Act (SEPA) documentation.

B. The RECIPIENT is responsible for application of, receipt of, and compliance with all required local, state, tribal and federal permits, licenses, easements, or property rights necessary for the project.

C. The RECIPIENT will comply with Executive Order (05-05) cultural resources review requirements. To initiate cultural resources review the RECIPIENT will:

1. Submit an ECOLOGY 05-05/106 Form, or a cultural resources survey or assessment completed by a licensed archaeologist to ECOLOGY. All submitted materials must conform to the Washington State Standards for Cultural Resource Reporting (DAHP February 2014).
2. Develop and submit an Inadvertent Discovery Plan (IDP) to ECOLOGY. The RECIPIENT will ensure that all contractors and subcontractors have a copy of the completed IDP prior to and while working on-site. An IDP template may be found on the ECOLOGY website.

Ground disturbing work (including geotechnical investigations) completed prior to receiving written notice to proceed from ECOLOGY shall not be eligible for reimbursement.

D. The RECIPIENT will develop a project Design Report. Projects must be designed in accordance with the Stormwater Management Manual for Eastern Washington, Stormwater Management Manual for Western Washington, or equivalent manual. Project must be reviewed and accepted in writing by ECOLOGY to be eligible for reimbursement.

The RECIPIENT will submit one digital copy of the items listed below to ECOLOGY for review. Reduce design figures to 11x17 inches in size and ensure they are legible.

1. Design Report. For a complete list of required design report elements refer to the ECOLOGY website.

The RECIPIENT agrees to respond to ECOLOGY comments. The RECIPIENT must receive an Ecology Design Report Acceptance Letter prior to proceeding to 90 Percent design.

2. 90 Percent Design Package. At a minimum, this package must include 90 percent plans, specifications, engineer's opinion of cost which includes a schedule of eligible costs, and project construction schedule. For current bid inserts and specifications refer to the ECOLOGY website.

The RECIPIENT agrees to respond to ECOLOGY comments. The RECIPIENT must receive an Ecology 90 Percent Design Acceptance Letter prior to proceeding Final Design.

Task Goal Statement:

The RECIPIENT will complete all design, environmental review, and permitting tasks and respond to ECOLOGY comments in a timely manner. The design will not produce a final bid package.

Task Expected Outcome:

The project will meet the requirements set forth by the State Environmental Policy Act, cultural resource protection requirements, ECOLOGY water quality facility design standards, and all other applicable federal, state, and local laws and regulations.

Recipient Task Coordinator: Dennis Henne

Design Plans and Specs, Environmental Review

Deliverables

Number	Description	Due Date
2.1	Copy of SEPA determination documentation. Upload to EAGL and notify ECOLOGY when upload is complete.	
2.2	Submit ECOLOGY 05-05/106 Form and any supplemental cultural resources documentation including Cultural Resource surveys directly to the Ecology Project Manager. Upload the Final Determination Letter to EAGL.	
2.3	Inadvertent Discovery Plan. Upload to EAGL and notify ECOLOGY when upload is complete.	
2.4	Design Report. Upload to EAGL and notify ECOLOGY when upload is complete.	
2.5	Responses to ECOLOGY Design Report comments. Upload to EAGL and notify ECOLOGY when upload is complete.	
2.6	Ecology Design Report Acceptance Letter. Upload to EAGL and notify ECOLOGY when upload is complete.	
2.7	90 Percent Design Package. Upload to EAGL and notify ECOLOGY when upload is complete.	
2.8	Responses to ECOLOGY 90 Percent Design Plan comments. Upload to EAGL and notify ECOLOGY when upload is complete.	
2.9	Ecology 90 Percent Design Acceptance Letter. Upload to EAGL and notify ECOLOGY when upload is complete.	
2.10	List of permits acquired, and environmental review documents. Upload to EAGL and notify ECOLOGY when upload is complete.	

BUDGET

Funding Distribution EG190217

NOTE: The above funding distribution number is used to identify this specific agreement and budget on payment remittances and may be referenced on other communications from ECOLOGY. Your agreement may have multiple funding distribution numbers to identify each budget.

Funding Title: SFAP Funding Type: Grant
 Funding Effective Date: 07/01/2018 Funding Expiration Date: 06/30/2021

Funding Source:

Title: SFAP-SFY17 (WQC-2017)

Type: State

Funding Source %: 100%

Description: Funds come from the Model Toxic Control Account and State Building Construction Account. It funds projects that reduce the environmental impact of Stormwater pollution

Approved Indirect Costs Rate: Approved State Indirect Rate: 0%

Recipient Match %: 15%

InKind Interlocal Allowed: No

InKind Other Allowed: No

Is this Funding Distribution used to match a federal grant? No

SFAP	Task Total
Project Administration/Management	\$ 11,000.00

Total: \$ 11,000.00

BUDGET

Funding Distribution EG190218

NOTE: *The above funding distribution number is used to identify this specific agreement and budget on payment remittances and may be referenced on other communications from ECOLOGY. Your agreement may have multiple funding distribution numbers to identify each budget.*

Funding Title: SFAP Green Retrofit Incentive Funding Type: Grant
 Funding Effective Date: 07/01/2018 Funding Expiration Date: 06/30/2021

Funding Source:

Title: SFAP-SFY17 (WQC-2017)
 Type: State
 Funding Source %: 83.87%
 Description: Funds come from the Model Toxic Control Account and State Building Construction Account. It funds projects that reduce the environmental impact of Stormwater pollution

Title: SFAP-SFY18
 Type: State
 Funding Source %: 16.13%
 Description: Environmental Legacy Stewardship Account (ELSA) - State

Approved Indirect Costs Rate: Approved State Indirect Rate: 0%
 Recipient Match %: 0%
 InKind Interlocal Allowed: No
 InKind Other Allowed: No
 Is this Funding Distribution used to match a federal grant? No

SFAP Green Retrofit Incentive	Task Total
Project Administration/Management	\$ 4,000.00
Design Plans and Specs, Environmental Review	\$ 246,000.00

Total: \$ 250,000.00

Funding Distribution Summary

Recipient / Ecology Share

Funding Distribution Name	Recipient Match %	Recipient Share	Ecology Share	Total
SFAP	15.00 %	\$ 1,650.00	\$ 9,350.00	\$ 11,000.00
SFAP Green Retrofit Incentive	0.00 %	\$ 0.00	\$ 250,000.00	\$ 250,000.00
Total		\$ 1,650.00	\$ 259,350.00	\$ 261,000.00

AGREEMENT SPECIFIC TERMS AND CONDITIONS

N/A

SPECIAL TERMS AND CONDITIONS

SECTION 1: DEFINITIONS

Unless otherwise provided, the following terms will have the respective meanings for all purposes of this agreement:

“Administration Charge” means a charge established in accordance with Chapter 90.50A RCW and Chapter 173-98 WAC, to be used to pay Ecology’s cost to administer the State Revolving Fund by placing a percentage of the interest earned in an Administrative Charge Account.

“Administrative Requirements” means the effective edition of ECOLOGY’s Administrative Requirements for Recipients of Ecology Grants and Loans at the signing of this agreement.

“Annual Debt Service” for any calendar year means for any applicable bonds or loans including the loan, all interest plus all principal due on such bonds or loans in such year.

“Average Annual Debt Service” means, at the time of calculation, the sum of the Annual Debt Service for the remaining years of the loan to the last scheduled maturity of the loan divided by the number of those years.

“Acquisition” means the purchase or receipt of a donation of fee or less than fee interests in real property. These interests include, but are not limited to, conservation easements, access/trail easements, covenants, water rights, leases, and mineral rights.

“Centennial Clean Water Program” means the state program funded from various state sources.

“Contract Documents” means the contract between the RECIPIENT and the construction contractor for construction of the project.

“Cost Effective Analysis” means a comparison of the relative cost-efficiencies of two or more potential ways of solving a water quality problem as described in Chapter 173-98-730 WAC.

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“Defease” or “Defeasance” means the setting aside in escrow or other special fund or account of sufficient investments and money dedicated to pay all principal of and interest on all or a portion of an obligation as it comes due.

“Effective Date” means the earliest date on which eligible costs may be incurred.

“Effective Interest Rate” means the total interest rate established by Ecology that includes the Administrative Charge.

“Estimated Loan Amount” means the initial amount of funds loaned to the RECIPIENT.

“Estimated Loan Repayment Schedule” means the schedule of loan repayments over the term of the loan based on the Estimated Loan Amount.

“Equivalency” means projects designated by ECOLOGY to meet additional federal requirements.

“Expiration Date” means the latest date on which eligible costs may be incurred.

“Final Accrued Interest” means the interest accrued beginning with the first disbursement of funds to the RECIPIENT through such time as the loan is officially closed out and a final loan repayment schedule is issued.

“Final Loan Amount” means all principal of and interest on the loan from the Project Start Date through the Project Completion Date.

“Final Loan Repayment Schedule” means the schedule of loan repayments over the term of the loan based on the Final Loan Amount.

“Forgivable Principal” means the portion of a loan that is not required to be paid back by the borrower.

“General Obligation Debt” means an obligation of the RECIPIENT secured by annual ad valorem taxes levied by the RECIPIENT and by the full faith, credit, and resources of the RECIPIENT.

“General Obligation Payable from Special Assessments Debt” means an obligation of the RECIPIENT secured by a valid general obligation of the Recipient payable from special assessments to be imposed within the constitutional and statutory tax limitations provided by law without a vote of the electors of the RECIPIENT on all of the taxable property within the boundaries of the RECIPIENT.

“Gross Revenue” means all of the earnings and revenues received by the RECIPIENT from the maintenance and operation of the Utility and all earnings from the investment of money on deposit in the Loan Fund, except (i) Utility Local Improvement Districts (ULID) Assessments, (ii) government grants, (iii) RECIPIENT taxes, (iv) principal proceeds of bonds and other obligations, or (v) earnings or proceeds (A) from any investments in a trust, Defeasance, or escrow fund created to Defease or refund Utility obligations or (B) in an obligation redemption fund or account other than the Loan Fund until commingled with other earnings and revenues of the Utility or (C) held in a special account for the purpose of paying a rebate to the United States Government under the Internal Revenue Code.

“Guidelines” means the ECOLOGY’s Funding Guidelines that that correlate to the State Fiscal Year in which the project is funded.

“Initiation of Operation Date” means the actual date the Water Pollution Control Facility financed with proceeds of the

loan begins to operate for its intended purpose.

“Loan” means the Washington State Water Pollution Control Revolving Fund Loan or Centennial Clean Water Fund (Centennial) Loan made pursuant to this loan agreement.

“Loan Amount” means either an Estimated Loan Amount or a Final Loan Amount, as applicable.

“Loan Fund” means the special fund created by the RECIPIENT for the repayment of the principal of and interest on the loan.

“Loan Security” means the mechanism by which the RECIPIENT pledges to repay the loan.

“Loan Term” means the repayment period of the loan.

“Maintenance and Operation Expense” means all reasonable expenses incurred by the RECIPIENT in causing the Utility to be operated and maintained in good repair, working order, and condition including payments to other parties, but will not include any depreciation or RECIPIENT levied taxes or payments to the RECIPIENT in lieu of taxes.

“Net Revenue” means the Gross Revenue less the Maintenance and Operation Expense.

“Original Engineer’s Estimate” means the engineer’s estimate of construction costs included with bid documents.

“Principal and Interest Account” means, for a loan that constitutes Revenue-Secured Debt, the account created in the loan fund to be first used to repay the principal of and interest on the loan.

“Project” means the project described in this agreement.

“Project Completion Date” means the date specified in the agreement on which the Scope of Work will be fully completed. This term is only used in loan agreements.

“Project Schedule” means that schedule for the project specified in the agreement.

“Revenue-Secured Debt” means an obligation of the RECIPIENT secured by a pledge of the revenue of a utility and one not a general obligation of the RECIPIENT.

“Reserve Account” means, for a loan that constitutes a Revenue Secured Debt and if specifically identified as a term and condition of the funding agreement, the account of that name created in the loan fund to secure the payment of the principal of and interest on the loan.

“Risk-Based Determination” means an approach to sub-recipient monitoring and oversight based on risk factors associated to a RECIPIENT or project.

“Scope of Work” means the tasks and activities constituting the project.

“Section 319” means the section of the Clean Water Act that provides funding to address nonpoint sources of water pollution.

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“Senior Lien Obligations” means all revenue bonds and other obligations of the RECIPIENT outstanding on the date of execution of this loan agreement (or subsequently issued on a parity therewith, including refunding obligations) or issued after the date of execution of this loan agreement having a claim or lien on the Gross Revenue of the Utility prior and superior to the claim or lien of the loan, subject only to Maintenance and Operation Expense.

“State Water Pollution Control Revolving Fund (Revolving Fund)” means the water pollution control revolving fund established by Chapter 90.50A.020 RCW.

“Termination Date” means the effective date of ECOLOGY’s termination of the agreement.

“Termination Payment Date” means the date on which the RECIPIENT is required to repay to ECOLOGY any outstanding balance of the loan and all accrued interest.

“Total Eligible Project Cost” means the sum of all costs associated with a water quality project that have been determined to be eligible for ECOLOGY grant or loan funding, including any required recipient match.

“Total Project Cost” means the sum of all costs associated with a water quality project, including costs that are not eligible for ECOLOGY grant or loan funding.

“ULID” means any utility local improvement district of the RECIPIENT created for the acquisition or construction of additions to and extensions and betterments of the Utility.

“ULID Assessments” means all assessments levied and collected in any ULID. Such assessments are pledged to be paid into the Loan Fund (less any prepaid assessments permitted by law to be paid into a construction fund or account). ULID Assessments will include principal installments and any interest or penalties which may be due.

“Utility” means the sewer system, stormwater system, or the combined water and sewer system of the RECIPIENT, the Net Revenue of which is pledged to pay and secure the loan.

SECTION 2: THE FOLLOWING CONDITIONS APPLY TO ALL RECIPIENTS OF WATER QUALITY COMBINED FINANCIAL ASSISTANCE FUNDING.

The Water Quality Financial Assistance Funding Guidelines are included in this agreement by reference and are available on ECOLOGY’s Water Quality Program website.

A. Architectural and Engineering Services: The RECIPIENT certifies by signing this agreement that the requirements of Chapter 39.80 RCW, “Contracts for Architectural and Engineering Services,” have been, or shall be, met in procuring qualified architectural/engineering services. The RECIPIENT shall identify and separate eligible and ineligible costs in the final architectural/engineering services contract and submit a copy of the contract to ECOLOGY.

B. Acquisition: The following provisions shall be in force only if the project described in this agreement is an acquisition project:

a. Evidence of Land Value and Title. The RECIPIENT shall submit documentation of the cost of the property rights and the type of ownership interest that has been acquired.

b. Legal Description of Real Property Rights Acquired. The legal description of the real property rights purchased with funding assistance provided through this agreement (and protected by a recorded conveyance of rights to the State of Washington) shall be incorporated into the agreement before final payment.

c. Conveyance of Rights to the State of Washington. Upon purchase of real property rights (both fee simple and lesser interests), the RECIPIENT shall execute the document necessary to convey certain rights and responsibilities to ECOLOGY, on behalf of the State of Washington. The documents required will depend on the project type, the real property rights being acquired, and whether or not those rights are being acquired in perpetuity (see options below). The RECIPIENT shall use language provided by ECOLOGY, to record the executed document in the County where the real property lies, and to provide a copy of the recorded document to ECOLOGY.

Documentation Options:

1. Deed of Right. The Deed of Right conveys to the people of the state of Washington the right to preserve, protect, and/or use the property for public purposes consistent with the fund source. RECIPIENTS shall use this document when acquiring real property rights that include the underlying land. This document may also be applicable for those easements where the RECIPIENT has acquired a perpetual easement for public purposes. The RECIPIENT must obtain ECOLOGY approval on the draft language prior to executing the deed of right.

2. Assignment of Rights. The Assignment of Rights document transfers certain rights such as access and enforcement to ECOLOGY. The RECIPIENT shall use this document when an easement or lease is being acquired for water quality and habitat conservation. The Assignment of Rights requires the signature of the underlying landowner and must be incorporated by reference in the easement document.

3. Easements and Leases. The RECIPIENT may incorporate required language from the Deed of Right or Assignment of Rights directly into the easement or lease document, thereby eliminating the requirement for a separate document. Language will depend on the situation; therefore, the RECIPIENT must obtain ECOLOGY approval on the draft language prior to executing the easement or lease.

d. Real Property Acquisition and Relocation Assistance.

1. Federal Acquisition Policies. See Section 4 of this agreement for requirements specific to Section 319 and SRF funded projects.

2. State Acquisition Policies. When state funds are part of this agreement, the RECIPIENT agrees to comply with the terms and conditions of the Uniform Relocation Assistance and Real Property Acquisition Policy of the State of Washington, Chapter 8.26 RCW, and Chapter 468-100 WAC.

3. Housing and Relocation. In the event that housing and relocation costs, as required by federal law set out in subsection (1) above and/or state law set out in subsection (2) above, are involved in the execution of this project, the RECIPIENT agrees to provide any housing and relocation assistance required.

e. Hazardous Substances.

1. Certification. The RECIPIENT shall inspect, investigate, and conduct an environmental audit of the proposed acquisition site for the presence of hazardous substances, as defined in RCW 70.105D.020(10), and certify:

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- i. No hazardous substances were found on the site, or
- ii. Any hazardous substances found have been treated and/or disposed of in compliance with applicable state and federal laws, and the site is deemed “clean.”

2. Responsibility. Nothing in this provision alters the RECIPIENT's duties and liabilities regarding hazardous substances as set forth in RCW 70.105D.

3. Hold Harmless. The RECIPIENT will defend, protect and hold harmless ECOLOGY and any and all of its employees and/or agents, from and against any and all liability, cost (including but not limited to all costs of defense and attorneys' fees) and any and all loss of any nature from any and all claims or suits resulting from the presence of, or the release or threatened release of, hazardous substances on the property the RECIPIENT is acquiring.

f. Restriction On Conversion Of Real Property And/Or Facilities To Other Uses

The RECIPIENT shall not at any time convert any real property (including any interest therein) or facility acquired, developed, maintained, renovated, and/or restored pursuant to this agreement to uses other than those purposes for which funds were approved without prior approval of ECOLOGY. For acquisition projects that are term limited, such as one involving a lease or a term-limited restoration, renovation or development project or easement, this restriction on conversion shall apply only for the length of the term, unless otherwise provided in written documents or required by applicable state or federal law. In such case, the restriction applies to such projects for the length of the term specified by the lease, easement, deed, or landowner agreement.

C. Best Management Practices (BMP) Implementation: If the RECIPIENT installs BMPs that are not approved by ECOLOGY prior to installation, the RECIPIENT assumes the risk that part or all of the reimbursement for that activity may be delayed or ineligible. For more details regarding BMP Implementation, please reference the Water Quality Financial Assistance Funding Guidelines available on ECOLOGY's Water Quality Program funding website.

D. Electronic Fund Transfers: The RECIPIENT must register as a statewide vendor in order to receive payment reimbursement. Washington State's Department of Enterprise Services (DES) issues all payments. DES maintains a central vendor file for Washington State agency use to process vendor payments. The RECIPIENT can complete the registration process online at: <http://des.wa.gov/services/ContractingPurchasing/Business/VendorPay/Pages/default.aspx>. This registration process allows the RECIPIENT to sign up for direct deposit payments, also known as electronic fund transfers (EFT). If the RECIPIENT has questions about the vendor registration process or setting up direct deposit payments contact DES Payee Help Desk at (360) 407-8180 or payeehelpdesk@watech.wa.gov.

E. Equipment Purchase: Equipment purchases over \$5,000 and not included in the scope of work or the Ecology approved construction plans and specifications, must be pre-approved by ECOLOGY's project manager before purchase. All equipment purchases over \$5,000 and not included in a contract for work being completed on the funded project, must also be reported on the Equipment Purchase Report in EAGL.

F. Funding Recognition: The RECIPIENT must inform the public about ECOLOGY or any EPA (see Section 3.B for Section 319 funded or Section 5.E for SRF funded projects) funding participation in this project through the use of project signs, acknowledgement in published materials, reports, the news media, websites, or other public announcements. Projects addressing site-specific locations must utilize appropriately sized and weather-resistant

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signs. Sign logos are available from ECOLOGY's Financial Manager upon request.

G. Growth Management Planning: The RECIPIENT certifies by signing this agreement that it is in compliance with the requirements of Chapter 36.70A RCW, "Growth Management Planning by Selected Counties and Cities." If the status of compliance changes, either through RECIPIENT or legislative action, the RECIPIENT shall notify ECOLOGY in writing of this change within 30 days.

H. Interlocal: The RECIPIENT certifies by signing this agreement that all negotiated interlocal agreements necessary for the project are, or shall be, consistent with the terms of this agreement and Chapter 39.34 RCW, "Interlocal Cooperation Act." The RECIPIENT shall submit a copy of each interlocal agreement necessary for the project to ECOLOGY upon request.

I. Lobbying and Litigation: Costs incurred for the purposes of lobbying or litigation are not eligible for funding under this agreement.

J. Post Project Assessment Survey: The RECIPIENT agrees to participate in a brief survey regarding the key project results or water quality project outcomes and the status of long-term environmental results or goals from the project approximately three years after project completion. A representative from ECOLOGY's Water Quality Program may contact the RECIPIENT to request this data. ECOLOGY may also conduct site interviews and inspections, and may otherwise evaluate the project, as part of this assessment.

K. Project Status Evaluation: ECOLOGY may evaluate the status of this project 18 months from the effective date of this agreement. ECOLOGY's Project Manager and Financial Manager will meet with the RECIPIENT to review spending trends, completion of outcome measures, and overall project administration and performance. If the RECIPIENT fails to make satisfactory progress toward achieving project outcomes, ECOLOGY may change the scope of work, reduce grant funds, or increase oversight measures.

L. Technical Assistance: Technical assistance for agriculture activities provided under the terms of this agreement shall be consistent with the current U.S. Natural Resource Conservation Service ("NRCS") Field Office Technical Guide for Washington State and specific requirements outlined in the Water Quality Funding Guidelines. Technical assistance, proposed practices, or project designs that do not meet these standards may be eligible if approved in writing by ECOLOGY.

SECTION 3: THE FOLLOWING CONDITIONS APPLY TO SECTION 319 AND CENTENNIAL CLEAN WATER FUNDED PROJECTS BEING USED TO MATCH SECTION 319 FUNDS.

The RECIPIENT must submit the following documents to ECOLOGY before this agreement is signed by ECOLOGY:

1. Federal Funding Accountability and Transparency Act (FFATA) Form, available on the Water Quality Program website.
2. "Section 319 Initial Data Reporting" form in EAGL.

A. Data Reporting: The RECIPIENT must complete the "Section 319 Initial Data Reporting" form in EAGL before this agreement can be signed by Ecology. This form is used to gather general information about the project for EPA.

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B. Funding Recognition and Outreach: In addition to Section 2.F of these Terms and Conditions, the RECIPIENT shall provide signage that informs the public that the project is funded by EPA. The signage shall contain the EPA logo and follow usage requirements available at <http://www2.epa.gov/stylebook/using-epa-seal-and-logo>. To obtain the appropriate EPA logo or seal graphic file, the RECIPIENT may send a request to their Ecology Financial Manager.

To increase public awareness of projects serving communities where English is not the predominant language, RECIPIENTS are encouraged to provide their outreach strategies communication in non-English languages. Translation costs for this purpose are allowable, provided the costs are reasonable.

The RECIPIENT shall use the following paragraph in all reports, documents, and signage developed under this agreement:

“This project has been funded wholly or in part by the United States Environmental Protection Agency under an assistance agreement to the Washington State Department of Ecology. The contents of this document do not necessarily reflect the views and policies of the Environmental Protection Agency, nor does the mention of trade names or commercial products constitute endorsement or recommendation for use.”

C. Load Reduction Reporting: The RECIPIENT shall complete the “Section 319 Annual Load Reduction Reporting” form in EAGL by January 15 of each year and at project close-out. ECOLOGY may hold reimbursements until the RECIPIENT has completed the form. This form is used to gather information on best management practices (BMPs) installed and associated pollutant load reductions that were funded as a part of this project.

D. Time Extension: The RECIPIENT may request a one-time extension for up to 12 months. However, the time extension cannot exceed the time limitation established in EPA’s assistance agreement. In the event a time extension is requested and approved by ECOLOGY, the RECIPIENT must complete all eligible work performed under this agreement by the expiration date.

SECTION 4: THE FOLLOWING CONDITIONS APPLY TO SECTION 319 AND STATE REVOLVING FUND (SRF) LOAN FUNDED PROJECTS ONLY.

A. Accounting Standards: The RECIPIENT shall maintain accurate records and accounts for the project (PROJECT Records) in accordance with Generally Accepted Accounting Principles (GAAP) as issued by the Governmental Accounting Standards Board (GASB), including standards related to the reporting of infrastructure assets or in accordance with the standards in Chapter 43.09.200 RCW “Local Government Accounting – Uniform System of Accounting”.

B. Acquisitions: Section 319 and SRF Equivalency project RECIPIENTS shall comply with the terms and conditions of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, 84 Stat. 1894 (1970)-Public Law 91-646, as amended by the Surface Transportation and Uniform Relocation Assistance Act, PL 100-17-1987, and applicable regulations and procedures of the federal agency implementing that Act.

C. Audit Requirements: In accordance with 2 CFR 200.501(a), the RECIPIENT agrees to obtain a single audit from an independent auditor, if their organization expends \$750,000 or more in total Federal funds in their fiscal year. The RECIPIENT must submit the form SF-SAC and a Single Audit Report Package within 9 months of the end of the fiscal year or 30 days after receiving the report from an independent auditor. The SF-SAC and a Single Audit Report

Package MUST be submitted using the Federal Audit Clearinghouse's Internet Data Entry System available at: <https://harvester.census.gov/fac/collect/ddeindex.html>. For complete information on how to accomplish the single audit submission, go to the Federal Audit Clearinghouse Web site: <http://harvester.census.gov/fac/>.

D. Archaeological Resources and Historic Properties (Section 106): The RECIPIENT shall comply with the additional requirements under section 106 of the National Historic Preservation Act (NHPA, 36 CFR 800).

E. Data Universal Numbering System (DUNS) and Central Contractor Registration (CCR) Requirements: RECIPIENTS shall have a DUNS number. Unless exempted from this requirement under 2 CFR 25.110, the RECIPIENT must ensure that their organization's information in the System for Award Management (SAM), <https://www.sam.gov>, is kept current through project closeout. This requires that the RECIPIENT reviews and updates the information at least annually after the initial registration, and more frequently if information changes.

F. Disadvantaged Business Enterprise (DBE): General Compliance, 40 CFR, Part 33. The RECIPIENT agrees to comply with the requirements of the Environmental Protection Agency's Program for Utilization of Small, Minority, and Women's Business Enterprises (MBE/WBE) 40CFR, Part 33 in procurement under this agreement.

Six Good Faith Efforts, 40 CFR, Part 33, Subpart C. The RECIPIENT agrees to make the following good faith efforts whenever procuring construction, equipment, services, and supplies under this agreement. Records documenting compliance with the following six good faith efforts shall be retained:

- 1) Ensure Disadvantaged Business Enterprises are made aware of contracting opportunities to the fullest extent practicable through outreach and recruitment activities. For Indian Tribal, State and Local and Government RECIPIENTS, this shall include placing Disadvantaged Business Enterprises on solicitation lists and soliciting them whenever they are potential sources.
- 2) Make information on forthcoming opportunities available to Disadvantaged Business Enterprises and arrange time frames for contracts and establish delivery schedules, where the requirements permit, in a way that encourages and facilitates participation by Disadvantaged Business Enterprises in the competitive process. This includes, whenever possible, posting solicitations for bids or proposals for a minimum of thirty (30) calendar days before the bid or proposal closing date.
- 3) Consider, in the contracting process, whether firms competing for large contracts could subcontract with Disadvantaged Business Enterprises. For Indian Tribal, State, and Local Government RECIPIENTS, this shall include dividing total requirements when economically feasible into smaller tasks or quantities to permit maximum participation by Disadvantaged Business Enterprises in the competitive process.
- 4) Encourage contracting with a consortium of Disadvantaged Business Enterprises when a contract is too large for one of these firms to handle individually.
- 5) Use services and assistance of the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.
- 6) If the prime contractor awards subcontracts, require the prime contractor to take the five good faith efforts steps in paragraphs 1 through 5 above.

The RECIPIENT agrees to submit ECOLOGY's Contractor Participation Report Form D with each payment request.

Contract Administration Provisions, 40 CFR, Section 33.302. The RECIPIENT agrees to comply with the contract administration provisions of 40 CFR, Section 33.302.

Non-discrimination Provision. The RECIPIENT shall not discriminate on the basis of race, color, national origin or sex in the performance of this agreement. The RECIPIENT shall carry out applicable requirements of 40 CFR Part 33 in the award and administration of contracts awarded under EPA financial assistance agreements. Failure by the RECIPIENT to carry out these requirements is a material breach of this agreement which may result in the termination of this contract or other legally available remedies.

This does not preclude the RECIPIENT from enacting broader nondiscrimination protections.

The RECIPIENT shall comply with all federal and state nondiscrimination laws, including but not limited to, Title VI and VII of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, Title IX of the Education Amendments of 1972, the Age Discrimination Act of 1975, and Chapter 49.60 RCW, Washington's Law Against Discrimination, and 42 U.S.C. 12101 et seq, the Americans with Disabilities Act (ADA).

In the event of the RECIPIENT's noncompliance or refusal to comply with any applicable nondiscrimination law, regulation, or policy, this agreement may be rescinded, canceled, or terminated in whole or in part and the RECIPIENT may be declared ineligible for further funding from ECOLOGY. The RECIPIENT shall, however, be given a reasonable time in which to cure this noncompliance.

The RECIPIENT shall include the following terms and conditions in contracts with all contractors, subcontractors, engineers, vendors, and any other entity for work or services pertaining to this agreement.

"The Contractor will not discriminate on the basis of race, color, national origin or sex in the performance of this Contract. The Contractor will carry out applicable requirements of 40 CFR Part 33 in the award and administration of contracts awarded under Environmental Protection Agency financial agreements. Failure by the Contractor to carry out these requirements is a material breach of this Contract which may result in termination of this Contract or other legally available remedies."

Bidder List, 40 CFR, Section 33.501(b) and (c). The RECIPIENT agrees to create and maintain a bidders list. The bidders list shall include the following information for all firms that bid or quote on prime contracts, or bid or quote subcontracts, including both MBE/WBEs and non-MBE/WBEs.

1. Entity's name with point of contact
2. Entity's mailing address, telephone number, and e-mail address
3. The procurement on which the entity bid or quoted, and when
4. Entity's status as an MBE/WBE or non-MBE/WBE

G. Electronic and information Technology (EIT) Accessibility: RECIPIENTs shall ensure that loan funds provided under this agreement for costs in the development or purchase of EIT systems or products provide individuals with disabilities reasonable accommodations and an equal and effective opportunity to benefit from or participate in a program, including those offered through electronic and information technology as per Section 504 of the Rehabilitation Act, codified in 40 CFR Part 7. Systems or products funded under this agreement must be designed to meet the diverse needs of users without barriers or diminished function or quality. Systems shall include usability features or functions that accommodate the needs of persons with disabilities, including those who use assistive

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technology.

H. Hotel-Motel Fire Safety Act: The RECIPIENT shall ensure that all space for conferences, meetings, conventions or training seminars funded in whole or in part with federal funds complies with the protection and control guidelines of the Hotel and Motel Fire Safety Act (15 USC 2225a, PL 101-391, as amended). Recipients may search the Hotel-Motel National Master List at <http://www.usfa.dhs.gov/applications/hotel/> to see if a property is in compliance, or to find other information about the Act. Pursuant to 15 USC 2225a.

I. Trafficking In Persons: The RECIPIENT and RECIPIENT employees that are private entities shall not engage in forms of trafficking in persons during the period of time this agreement is effective. This includes, but is not limited to, the procurement of a commercial sex act or forced labor. The RECIPIENT shall notify ECOLOGY immediately of any information received from any source alleging a violation under this provision.

SECTION 5: THE FOLLOWING CONDITIONS APPLY TO STATE REVOLVING FUND (SRF) LOAN FUNDED PROJECTS ONLY.

The RECIPIENT must submit the following documents/forms to ECOLOGY before this agreement is signed by ECOLOGY:

1. Financial Capability Assessment Documentation
2. Opinion of RECIPIENT's Legal Council
3. Authorizing Ordinance or Resolution
4. Federal Funding Accountability and Transparency Act (FFATA) Form
5. CWSRF Federal Reporting Information form available in EAGL
6. Fiscal Sustainability Plan Certification Form (only required if the project includes construction of a wastewater or stormwater facility construction)
7. Cost and Effectiveness Analysis Certification Form

A. Alteration and Eligibility of Project: During the term of this agreement, the RECIPIENT (1) shall not materially alter the design or structural character of the project without the prior written approval of ECOLOGY and (2) shall take no action which would adversely affect the eligibility of the project as defined by applicable funding program rules and state statutes, or which would cause a violation of any covenant, condition, or provision herein.

B. American Iron and Steel (Buy American): This loan provision applies to projects for the construction, alteration, maintenance, or repair of a "treatment works" as defined in the Federal Water Pollution Control Act (33 USC 1381 et seq.) The RECIPIENT shall ensure that all iron and steel products used in the project are produced in the United States. Iron and Steel products means the following products made primarily of iron or steel: lined or unlined pipes and fittings, manhole covers and other municipal castings, hydrants, tanks, flanges, pipe clamps and restraints, valves, structural steel, reinforced precast concrete, and construction materials. The RECIPIENT may request waiver from this requirement from the Administrator of the Environmental Protection Agency. The RECIPIENT must coordinate all waiver requests through ECOLOGY. This provision does not apply if the engineering plans and specifications for the project were approved by ECOLOGY prior to January 17, 2014. ECOLOGY reserves the right to request documentation of RECIPIENT'S compliance with this provision.

C. Authority of RECIPIENT: This agreement is authorized by the Constitution and laws of the state of Washington,

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including the RECIPIENT's authority, and by the RECIPIENT pursuant to the authorizing ordinance or resolution. The RECIPIENT shall submit a copy of the authorizing ordinance or resolution to the ECOLOGY Financial Manager before this agreement shall be signed by ECOLOGY.

D. Equivalency Projects: (For designated equivalency projects only)

1. The RECIPIENT must procure architectural and engineering services in accordance with the federal requirements in Chapter 11 of Title 40, U.S.C. (see www.gpo.gov/fdsys/pkg/USCODE-2011-title40/pdf/USCODE-2011-title40-subtitleI-chap11.pdf).

E. Fiscal Sustainability Plan Certification: The RECIPIENT shall submit a completed Fiscal Sustainability Plan Certification before this agreement is signed by ECOLOGY. The Fiscal Sustainability Plan Certification is available from the ECOLOGY Financial Manager or on the Water Quality Program website.

F. Funding Recognition and Outreach: In addition to Section 2.F of these Terms and Conditions, the

RECIPIENT agrees to comply with the EPA SRF Signage Guidance in order to enhance public awareness of EPA assistance agreements nationwide. The signage guidance can be found at: <http://www.ecy.wa.gov/programs/wq/funding/FundPrgms/CWSRF/SignageGuidanceJune2015.pdf>.

G. Insurance: The RECIPIENT shall at all times carry fire and extended insurance coverage, public liability, and property damage, and such other forms of insurance with responsible insurers and policies payable to the RECIPIENT on such of the buildings, equipment, works, plants, facilities, and properties of the Utility as are ordinarily carried by municipal or privately-owned utilities engaged in the operation of like systems, and against such claims for damages as are ordinarily carried by municipal or privately-owned utilities engaged in the operation of like systems, or it shall self-insure or participate in an insurance pool or pools with reserves adequate, in the reasonable judgment of the RECIPIENT, to protect it against loss.

H. Litigation Authority: No litigation is now pending, or to the RECIPIENT's knowledge, threatened, seeking to restrain, or enjoin:

- (i) the execution of this agreement; or
- (ii) the fixing or collection of the revenues, rates, and charges or the formation of the ULID and the levy and collection of ULID Assessments therein pledged to pay the principal of and interest on the loan (for revenue secured lien obligations); or
- (iii) the levy and collection of the taxes pledged to pay the principal of and interest on the loan (for general obligation-secured loans and general obligation payable from special-assessment-secured loans); or
- (iv) in any manner questioning the proceedings and authority under which the agreement, the loan, or the project are authorized. Neither the corporate existence, or boundaries of the RECIPIENT nor the title of its present officers to their respective offices is being contested. No authority or proceeding for the execution of this agreement has been repealed, revoked, or rescinded.

I. Loan Interest Rate and Terms: This loan agreement shall remain in effect until the date of final repayment of the loan, unless terminated earlier according to the provisions herein.

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When the Project Completion Date has occurred, ECOLOGY and the RECIPIENT shall execute an amendment to this loan agreement which details the final loan amount (Final Loan Amount), and ECOLOGY shall prepare a final loan repayment schedule. The Final Loan Amount shall be the combined total of actual disbursements made on the loan and all accrued interest to the computation date.

The Estimated Loan Amount and the Final Loan Amount (in either case, as applicable, a "Loan Amount") shall bear interest based on the interest rate identified in this agreement as the "Effective Interest Rate," per annum, calculated on the basis of a 365 day year. Interest on the Estimated Loan Amount shall accrue from and be compounded monthly based on the date that each payment is mailed to the RECIPIENT. The Final Loan Amount shall be repaid in equal installments, semiannually, over the term of this loan "Loan Term" as outlined in this agreement.

J. Loan Repayment:

Sources of Loan Repayment

1. Nature of RECIPIENT's Obligation. The obligation of the RECIPIENT to repay the loan from the sources identified below and to perform and observe all other agreements and obligations on its part, contained herein, shall be absolute and unconditional, and shall not be subject to diminution by setoff, counterclaim, or abatement of any kind. To secure the repayment of the loan from ECOLOGY, the RECIPIENT agrees to comply with all of the covenants, agreements, and attachments contained herein.

2. For General Obligation. This loan is a General Obligation Debt of the RECIPIENT.

3. For General Obligation Payable from Special Assessments. This loan is a General Obligation Debt of the RECIPIENT payable from special assessments to be imposed within the constitutional and statutory tax limitations provided by law without a vote of the electors of the RECIPIENT on all of the taxable property within the boundaries of the RECIPIENT.

4. For Revenue-Secured: Lien Position. This loan is a Revenue-Secured Debt of the RECIPIENT's Utility. This loan shall constitute a lien and charge upon the Net Revenue junior and subordinate to the lien and charge upon such Net Revenue of any Senior Lien Obligations.

In addition, if this loan is also secured by Utility Local Improvement Districts (ULID) Assessments, this loan shall constitute a lien upon ULID Assessments in the ULID prior and superior to any other charges whatsoever.

5. Other Sources of Repayment. The RECIPIENT may repay any portion of the loan from any funds legally available to it.

6. Defeasance of the Loan. So long as ECOLOGY shall hold this loan, the RECIPIENT shall not be entitled to, and shall not affect, an economic Defeasance of the loan. The RECIPIENT shall not advance refund the loan.

If the RECIPIENT defeases or advance refunds the loan, it shall be required to use the proceeds thereof immediately upon their receipt, together with other available RECIPIENT funds, to repay both of the following:

(i) The Loan Amount with interest

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(ii) Any other obligations of the RECIPIENT to ECOLOGY under this agreement, unless in its sole discretion ECOLOGY finds that repayment from those additional sources would not be in the public interest.

Failure to repay the Loan Amount plus interest within the time specified in ECOLOGY's notice to make such repayment shall incur Late Charges and shall be treated as a Loan Default.

7. Refinancing or Early Repayment of the Project. So long as ECOLOGY shall hold this loan, the RECIPIENT shall give ECOLOGY thirty days written notice if the RECIPIENT intends to refinance or make early repayment of the loan.

Method and Conditions on Repayments

1. Semiannual Payments. Notwithstanding any other provision of this agreement, the first semiannual payment of principal and interest on this loan shall be due and payable no later than one year after the project completion date or initiation of operation date, whichever comes first.

Thereafter, equal payments shall be due every six months.

If the due date for any semiannual payment falls on a Saturday, Sunday, or designated holiday for Washington State agencies, the payment shall be due on the next business day for Washington State agencies.

Payments shall be mailed to:

Department of Ecology
Cashiering Unit
P.O. Box 47611
Olympia WA 98504-7611

In lieu of mailing payments, electronic fund transfers can be arranged by working with ECOLOGY's Financial Manager.

No change to the amount of the semiannual principal and interest payments shall be made without a mutually signed amendment to this agreement. The RECIPIENT shall continue to make semiannual payments based on this agreement until the amendment is effective, at which time the RECIPIENT's payments shall be made pursuant to the amended agreement.

2. Late Charges. If any amount of the Final Loan Amount or any other amount owed to ECOLOGY pursuant to this agreement remains unpaid after it becomes due and payable, ECOLOGY may assess a late charge. The late charge shall be one percent per month on the past due amount starting on the date the debt becomes past due and until it is paid in full.

3. Repayment Limitations. Repayment of the loan is subject to the following additional limitations, among others: those on defeasance, refinancing and advance refunding, termination, and default and recovery of payments.

4. Prepayment of Loan. So long as ECOLOGY shall hold this loan, the RECIPIENT may prepay the entire unpaid principal balance of and accrued interest on the loan or any portion of the remaining unpaid principal balance of the Loan Amount. Any prepayments on the loan shall be applied first to any accrued interest due and then to the

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outstanding principal balance of the Loan Amount. If the RECIPIENT elects to prepay the entire remaining unpaid balance and accrued interest, the RECIPIENT shall first contact ECOLOGY's Revenue/Receivable Manager of the Fiscal Office.

K. Loan Security

Due Regard: For loans secured with a Revenue Obligation: The RECIPIENT shall exercise due regard for Maintenance and Operation Expense and the debt service requirements of the Senior Lien Obligations and any other outstanding obligations pledging the Gross Revenue of the Utility, and it has not obligated itself to set aside and pay into the loan Fund a greater amount of the Gross Revenue of the Utility than, in its judgment, shall be available over and above such Maintenance and Operation Expense and those debt service requirements.

Where collecting adequate gross utility revenue requires connecting additional users, the RECIPIENT shall require the sewer system connections necessary to meet debt obligations and expected operation and maintenance expenses.

Levy and Collection of Taxes (if used to secure the repayment of the loan): For so long as the loan is outstanding, the RECIPIENT irrevocably pledges to include in its budget and levy taxes annually within the constitutional and statutory tax limitations provided by law without a vote of its electors on all of the taxable property within the boundaries of the RECIPIENT in an amount sufficient, together with other money legally available and to be used therefore, to pay when due the principal of and interest on the loan, and the full faith, credit and resources of the RECIPIENT are pledged irrevocably for the annual levy and collection of those taxes and the prompt payment of that principal and interest.

Not an Excess Indebtedness: For loans secured with a general obligation pledge or a general obligation pledge on special assessments: The RECIPIENT agrees that this agreement and the loan to be made do not create an indebtedness of the RECIPIENT in excess of any constitutional or statutory limitations.

Pledge of Net Revenue and ULID Assessments in the ULID (if used to secure the repayment of this loan): For so long as the loan is outstanding, the RECIPIENT irrevocably pledges the Net Revenue of the Utility, including applicable ULID Assessments in the ULID, to pay when due the principal of and interest on the loan.

Utility Local Improvement District (ULID) Assessment Collection (if used to secure the repayment of the loan): All ULID Assessments in the ULID shall be paid into the Loan Fund and used to pay the principal of and interest on the loan.

L. Maintenance and Operation of a Funded Utility: The RECIPIENT shall, at all times, maintain and keep the funded Utility in good repair, working order, and condition.

M. Opinion of RECIPIENT's Legal Counsel: The RECIPIENT must submit an "Opinion of Legal Counsel to the RECIPIENT" to ECOLOGY before this agreement will be signed. ECOLOGY will provide the form.

N. Prevailing Wage (Davis-Bacon Act): The RECIPIENT agrees, by signing this agreement, to comply with the Davis-Bacon Act prevailing wage requirements. This applies to the construction, alteration, and repair of treatment works carried out, in whole or in part, with assistance made available by the State Revolving Fund as authorized by Section 513, title VI of the Federal Water Pollution Control Act (33 U.S.C. 1372). Laborers and mechanics employed by contractors and subcontractors shall be paid wages not less often than once a week and at rates not less than those prevailing on projects of a character similar in the locality as determined by the Secretary of Labor.

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The RECIPIENT shall obtain the wage determination for the area in which the project is located prior to issuing requests for bids, proposals, quotes or other methods for soliciting contracts (solicitation). These wage determinations shall be incorporated into solicitations and any subsequent contracts. The RECIPIENT shall ensure that the required EPA contract language regarding Davis-Bacon Wages is in all contracts and sub contracts in excess of \$2,000. The RECIPIENT shall maintain records sufficient to document compliance with the Davis-Bacon Act, and make such records available for review upon request.

The RECIPIENT also agrees, by signing this agreement, to comply with State Prevailing Wages on Public Works, Chapter 39.12 RCW, as applicable. Compliance may include the determination whether the project involves “public work” and inclusion of the applicable prevailing wage rates in the bid specifications and contracts. The RECIPIENT agrees to maintain records sufficient to evidence compliance with Chapter 39.12 RCW, and make such records available for review upon request.

O. Progress Reports: RECIPIENTS funded with State Revolving Fund Loan or Forgivable Principal shall include the following verification statement in the “General Comments” text box of each progress report.

“We verify that we are in compliance with all the requirements as outlined in our funding agreement(s) with the Department of Ecology. This includes but is not limited to:

- The Davis-Bacon Act, 29 CFR (If applicable)
- Washington State Prevailing Wage Rate, Chapter 39.12 RCW (Pertaining to all recipients)
- The Disadvantaged Business Enterprise (DBE), 40 CFR, Part 33”

P. Representations and Warranties: The RECIPIENT represents and warrants to ECOLOGY as follows:

Application: Material Information. All information and materials submitted by the RECIPIENT to ECOLOGY in connection with its loan application were, when made, and are, as of the date the RECIPIENT signs this agreement, true and correct. There is no material adverse information relating to the RECIPIENT, the project, the loan, or this agreement known to the RECIPIENT, which has not been disclosed in writing to ECOLOGY.

Existence; Authority. It is a duly formed and legally existing municipal corporation or political subdivision of the state of Washington or a federally recognized Indian Tribe. It has full corporate power and authority to execute, deliver, and perform all of its obligations under this agreement and to undertake the project identified herein.

Certification. Each payment request shall constitute a certification by the RECIPIENT to the effect that all representations and warranties made in this loan agreement remain true as of the date of the request and that no adverse developments, affecting the financial condition of the RECIPIENT or its ability to complete the project or to repay the principal of or interest on the loan, have occurred since the date of this loan agreement. Any changes in the RECIPIENT’s financial condition shall be disclosed in writing to ECOLOGY by the RECIPIENT in its request for payment.

Q. Sale or Disposition of Funded Utility: The RECIPIENT shall not sell, transfer, or otherwise dispose of any of the works, plant, properties, facilities, or other part of the funded Utility or any real or personal property comprising a part of the funded Utility unless:

1. The facilities or property transferred are not material to the operation of the funded Utility, or have become

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unserviceable, inadequate, obsolete, or unfit to be used in the operation of the funded Utility or are no longer necessary, material, or useful to the operation of the funded Utility; or

2. The aggregate depreciated cost value of the facilities or property being transferred in any fiscal year comprises no more than three percent of the total assets of the funded Utility; or
3. The RECIPIENT receives from the transferee an amount equal to an amount which will be in the same proportion to the net amount of Senior Lien Obligations and this LOAN then outstanding (defined as the total amount outstanding less the amount of cash and investments in the bond and loan funds securing such debt) as the Gross Revenue of the funded Utility from the portion of the funded Utility sold or disposed of for the preceding year bears to the total Gross Revenue for that period.
4. Expressed written agreement by the DEPARTMENT.

The proceeds of any transfer under this paragraph must be used (1) to redeem promptly, or irrevocably set aside for the redemption of, Senior Lien Obligations and to redeem promptly the loan, and (2) to provide for part of the cost of additions to and betterments and extensions of the Utility.

R. Sewer-Use Ordinance or Resolution for Funded Wastewater Facility Projects: If not already in existence, the RECIPIENT shall adopt and shall enforce a sewer-use ordinance or resolution. Such ordinance or resolution shall be submitted to ECOLOGY upon request.

The sewer use ordinance must include provisions to:

- 1) Prohibit the introduction of toxic or hazardous wastes into the RECIPIENT's sewer system.
- 2) Prohibit inflow of stormwater into separated sewer systems.
- 3) Require that new sewers and connections be properly designed and constructed.

S. Termination and Default:

Termination and Default Events

1. For Insufficient ECOLOGY or RECIPIENT Funds. ECOLOGY may terminate this loan agreement for insufficient ECOLOGY or RECIPIENT funds.
2. For Failure to Commence Work. ECOLOGY may terminate this loan agreement for failure of the RECIPIENT to commence project work.
3. Past Due Payments. The RECIPIENT shall be in default of its obligations under this loan agreement when any loan repayment becomes 60 days past due.
4. Other Cause. The obligation of ECOLOGY to the RECIPIENT is contingent upon satisfactory performance in full by the RECIPIENT of all of its obligations under this loan agreement. The RECIPIENT shall be in default of its obligations under this loan agreement if, in the opinion of ECOLOGY, the RECIPIENT has unjustifiably failed to perform any obligation required of it by this loan agreement.

Procedures for Termination. If this loan agreement is terminated prior to project completion, ECOLOGY shall provide to the RECIPIENT a written notice of termination at least five working days prior to the effective date of termination (the "Termination Date"). The written notice of termination by the ECOLOGY shall specify the Termination Date and, when applicable, the date by which the RECIPIENT must repay any outstanding balance of the loan and all accrued interest (the "Termination Payment Date").

Termination and Default Remedies

No Further Payments. On and after the Termination Date, or in the event of a default event, ECOLOGY may, at its sole discretion, withdraw the loan and make no further payments under this agreement.

Repayment Demand. In response to an ECOLOGY initiated termination event, or in response to a loan default event, ECOLOGY may at its sole discretion demand that the RECIPIENT repay the outstanding balance of the Loan Amount and all accrued interest.

Interest after Repayment Demand. From the time that ECOLOGY demands repayment of funds, amounts owed by the RECIPIENT to ECOLOGY shall accrue additional interest at the rate of one percent per month, or fraction thereof.

Accelerate Repayments. In the event of a default, ECOLOGY may, in its sole discretion, declare the principal of and interest on the loan immediately due and payable, subject to the prior lien and charge of any outstanding Senior Lien Obligation upon the Net Revenue. That is, the loan is not subject to acceleration so long as any Senior Lien Obligations are outstanding. Repayments not made immediately upon such acceleration will incur Late Charges.

Late Charges. All amounts due to ECOLOGY and not paid by the RECIPIENT by the Termination Payment Date or after acceleration following a default event, as applicable, shall incur late charges.

Intercept State Funds. In the event of a default event and in accordance with Chapter 90.50A.060 RCW, "Defaults," any state funds otherwise due to the RECIPIENT may, at ECOLOGY's sole discretion, be withheld and applied to the repayment of the loan.

Property to ECOLOGY. In the event of a default event and at the option of ECOLOGY, any personal property (equipment) acquired under this agreement may, in ECOLOGY's sole discretion, become ECOLOGY's property. In that circumstance, ECOLOGY shall reduce the RECIPIENT's liability to repay money by an amount reflecting the fair value of such property.

Documents and Materials. If this agreement is terminated, all finished or unfinished documents, data studies, surveys, drawings, maps, models, photographs, and reports or other materials prepared by the RECIPIENT shall, at the option of ECOLOGY, become ECOLOGY property. The RECIPIENT shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials.

Collection and Enforcement Actions. In the event of a default event, the state of Washington reserves the right to take any actions it deems necessary to collect the amounts due, or to become due, or to enforce the performance and observance of any obligation by the RECIPIENT, under this agreement.

Fees and Expenses. In any action to enforce the provisions of this agreement, reasonable fees and expenses of attorneys and other reasonable expenses (including, without limitation, the reasonably allocated costs of legal staff)

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shall be awarded to the prevailing party as that term is defined in Chapter 4.84.330 RCW.

Damages. Notwithstanding ECOLOGY's exercise of any or all of the termination or default remedies provided in this agreement, the RECIPIENT shall not be relieved of any liability to ECOLOGY for damages sustained by ECOLOGY and/or the state of Washington because of any breach of this agreement by the RECIPIENT. ECOLOGY may withhold payments for the purpose of setoff until such time as the exact amount of damages due ECOLOGY from the RECIPIENT is determined.

T. User-Charge System for Funded Utilities: The RECIPIENT certifies that it has the legal authority to establish and implement a user-charge system and shall adopt a system of user-charges to assure that each user of the funded utility shall pay its proportionate share of the cost of operation and maintenance, including replacement during the design life of the project. The user-charge system will include provisions for a connection charge.

In addition, the RECIPIENT shall regularly evaluate the user-charge system, at least annually, to ensure the system provides adequate revenues necessary to operate and maintain the funded utility, to establish reserves to pay for replacement, and to repay the loan.

GENERAL FEDERAL CONDITIONS

If a portion or all of the funds for this agreement are provided through federal funding sources or this agreement is used to match a federal grant award, the following terms and conditions apply to you.

A. CERTIFICATION REGARDING SUSPENSION, DEBARMENT, INELIGIBILITY OR VOLUNTARY EXCLUSION:

1. The RECIPIENT/CONTRACTOR, by signing this agreement, certifies that it is not suspended, debarred, proposed for debarment, declared ineligible or otherwise excluded from contracting with the federal government, or from receiving contracts paid for with federal funds. If the RECIPIENT/CONTRACTOR is unable to certify to the statements contained in the certification, they must provide an explanation as to why they cannot.
2. The RECIPIENT/CONTRACTOR shall provide immediate written notice to ECOLOGY if at any time the RECIPIENT/CONTRACTOR learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.
3. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meaning set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact ECOLOGY for assistance in obtaining a copy of those regulations.
4. The RECIPIENT/CONTRACTOR agrees it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under the applicable Code of Federal Regulations, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction.
5. The RECIPIENT/CONTRACTOR further agrees by signing this agreement, that it will include this clause titled "CERTIFICATION REGARDING SUSPENSION, DEBARMENT, INELIGIBILITY OR VOLUNTARY EXCLUSION" without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
6. Pursuant to 2CFR180.330, the RECIPIENT/CONTRACTOR is responsible for ensuring that any lower tier covered transaction complies with certification of suspension and debarment requirements.
7. RECIPIENT/CONTRACTOR acknowledges that failing to disclose the information required in the Code of Federal Regulations may result in the delay or negation of this funding agreement, or pursuance of legal remedies, including suspension and debarment.

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8. RECIPIENT/CONTRACTOR agrees to keep proof in its agreement file, that it, and all lower tier recipients or contractors, are not suspended or debarred, and will make this proof available to ECOLOGY before requests for reimbursements will be approved for payment. RECIPIENT/CONTRACTOR must run a search in <http://www.sam.gov> and print a copy of completed searches to document proof of compliance.

B. FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA) REPORTING REQUIREMENTS:

CONTRACTOR/RECIPIENT must complete the FFATA Data Collection Form (ECY 070-395) and return it with the signed agreement to ECOLOGY.

Any CONTRACTOR/RECIPIENT that meets each of the criteria below must report compensation for its five top executives using the FFATA Data Collection Form.

- Receives more than \$25,000 in federal funds under this award.
- Receives more than 80 percent of its annual gross revenues from federal funds.
- Receives more than \$25,000,000 in annual federal funds.

Ecology will not pay any invoices until it has received a completed and signed FFATA Data Collection Form. Ecology is required to report the FFATA information for federally funded agreements, including the required DUNS number, at www.fsr.gov <http://www.fsr.gov> within 30 days of agreement signature. The FFATA information will be available to the public at www.usaspending.gov <http://www.usaspending.gov>.

For more details on FFATA requirements, see www.fsr.gov <http://www.fsr.gov>.

GENERAL TERMS AND CONDITIONS

Pertaining to Grant and Loan Agreements With the state of Washington, Department of Ecology

GENERAL TERMS AND CONDITIONS AS OF LAST UPDATED 1/22/2018 VERSION

1. ADMINISTRATIVE REQUIREMENTS

- a) RECIPIENT shall follow the "Administrative Requirements for Recipients of Ecology Grants and Loans – EAGL Edition." (<https://fortress.wa.gov/ecy/publications/SummaryPages/1701004.html>)
- b) RECIPIENT shall complete all activities funded by this Agreement and be fully responsible for the proper management of all funds and resources made available under this Agreement.
- c) RECIPIENT agrees to take complete responsibility for all actions taken under this Agreement, including ensuring all subgrantees and contractors comply with the terms and conditions of this Agreement. ECOLOGY reserves the right to request proof of compliance by subgrantees and contractors.
- d) RECIPIENT's activities under this Agreement shall be subject to the review and approval by ECOLOGY for the extent and character of all work and services.

2. AMENDMENTS AND MODIFICATIONS

This Agreement may be altered, amended, or waived only by a written amendment executed by both parties. No subsequent modification(s) or amendment(s) of this Agreement will be of any force or effect unless in writing and signed by authorized representatives of both parties. ECOLOGY and the RECIPIENT may change their respective staff contacts and administrative information without the concurrence of either party.

3. ARCHAEOLOGICAL AND CULTURAL RESOURCES

RECIPIENT shall take reasonable action to avoid, minimize, or mitigate adverse effects to archeological and historic resources. The RECIPIENT must agree to hold harmless the State of Washington in relation to any claim related to historical or cultural artifacts discovered, disturbed, or damaged due to the RECIPIENT's project funded under this Agreement.

RECIPIENT shall:

- a) Contact the ECOLOGY Program issuing the grant or loan to discuss any Cultural Resources requirements for their project:
 - For capital construction projects or land acquisitions for capital construction projects, if required, comply with Governor Executive Order 05-05, Archaeology and Cultural Resources.
 - For projects with any federal involvement, if required, comply with the National Historic Preservation Act.
 - Any cultural resources federal or state requirements must be completed prior to the start of any work on the project site.
- b) If required by the ECOLOGY Program, submit an Inadvertent Discovery Plan (IDP) to ECOLOGY prior to implementing any project that involves ground disturbing activities. ECOLOGY will provide the IDP form.

RECIPIENT shall:

- Keep the IDP at the project site.
 - Make the IDP readily available to anyone working at the project site.
 - Discuss the IDP with staff and contractors working at the project site.
 - Implement the IDP when cultural resources or human remains are found at the project site.
- c) If any archeological or historic resources are found while conducting work under this Agreement:
 - Immediately stop work and notify the ECOLOGY Program, the Department of Archaeology and Historic Preservation at (360) 586-3064, any affected Tribe, and the local government.
 - d) If any human remains are found while conducting work under this Agreement:

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• Immediately stop work and notify the local Law Enforcement Agency or Medical Examiner/Coroner's Office, and then the ECOLOGY Program.

e) Comply with RCW 27.53, RCW 27.44.055, and RCW 68.50.645, and all other applicable local, state, and federal laws protecting cultural resources and human remains.

4. ASSIGNMENT

No right or claim of the RECIPIENT arising under this Agreement shall be transferred or assigned by the RECIPIENT.

5. COMMUNICATION

RECIPIENT shall make every effort to maintain effective communications with the RECIPIENT's designees, ECOLOGY, all affected local, state, or federal jurisdictions, and any interested individuals or groups.

6. COMPENSATION

- a) Any work performed prior to effective date of this Agreement will be at the sole expense and risk of the RECIPIENT. ECOLOGY must sign the Agreement before any payment requests can be submitted.
- b) Payments will be made on a reimbursable basis for approved and completed work as specified in this Agreement.
- c) RECIPIENT is responsible to determine if costs are eligible. Any questions regarding eligibility should be clarified with ECOLOGY prior to incurring costs. Costs that are conditionally eligible require approval by ECOLOGY prior to expenditure.
- d) RECIPIENT shall not invoice more than once per month unless agreed on by ECOLOGY.
- e) ECOLOGY will not process payment requests without the proper reimbursement forms, Progress Report and supporting documentation. ECOLOGY will provide instructions for submitting payment requests.
- f) ECOLOGY will pay the RECIPIENT thirty (30) days after receipt of a properly completed request for payment.
- g) RECIPIENT will receive payment through Washington State Department of Enterprise Services' Statewide Payee Desk. RECIPIENT must register as a payee by submitting a Statewide Payee Registration form and an IRS W-9 form at the website, <http://www.des.wa.gov/services/ContractingPurchasing/Business/VendorPay/Pages/default.aspx>. For any questions about the vendor registration process contact the Statewide Payee Help Desk at (360) 407-8180 or email payeehelpdesk@watech.wa.gov.
- h) ECOLOGY may, at its sole discretion, withhold payments claimed by the RECIPIENT if the RECIPIENT fails to satisfactorily comply with any term or condition of this Agreement.
- i) Monies withheld by ECOLOGY may be paid to the RECIPIENT when the work described herein, or a portion thereof, has been completed if, at ECOLOGY's sole discretion, such payment is reasonable and approved according to this Agreement, as appropriate, or upon completion of an audit as specified herein.
- j) RECIPIENT must submit within thirty (30) days after the expiration date of this Agreement, all financial, performance, and other reports required by this agreement. Failure to comply may result in delayed reimbursement.

7. COMPLIANCE WITH ALL LAWS

RECIPIENT agrees to comply fully with all applicable federal, state and local laws, orders, regulations, and permits related to this Agreement, including but not limited to:

- a) RECIPIENT agrees to comply with all applicable laws, regulations, and policies of the United States and the State of Washington which affect wages and job safety.
- b) RECIPIENT agrees to be bound by all applicable federal and state laws, regulations, and policies against discrimination.
- c) RECIPIENT certifies full compliance with all applicable state industrial insurance requirements.
- d) RECIPIENT agrees to secure and provide assurance to ECOLOGY that all the necessary approvals and permits required by authorities having jurisdiction over the project are obtained. RECIPIENT must include time in their project timeline for the permit and approval processes.

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ECOLOGY shall have the right to immediately terminate for cause this Agreement as provided herein if the RECIPIENT fails to comply with above requirements.

If any provision of this Agreement violates any statute or rule of law of the state of Washington, it is considered modified to conform to that statute or rule of law.

8. CONFLICT OF INTEREST

RECIPIENT and ECOLOGY agree that any officer, member, agent, or employee, who exercises any function or responsibility in the review, approval, or carrying out of this Agreement, shall not have any personal or financial interest, direct or indirect, nor affect the interest of any corporation, partnership, or association in which he/she is a part, in this Agreement or the proceeds thereof.

9. CONTRACTING FOR GOODS AND SERVICES

RECIPIENT may contract to buy goods or services related to its performance under this Agreement. RECIPIENT shall award all contracts for construction, purchase of goods, equipment, services, and professional architectural and engineering services through a competitive process, if required by State law. RECIPIENT is required to follow procurement procedures that ensure legal, fair, and open competition.

RECIPIENT must have a standard procurement process or follow current state procurement procedures. RECIPIENT may be required to provide written certification that they have followed their standard procurement procedures and applicable state law in awarding contracts under this Agreement.

ECOLOGY reserves the right to inspect and request copies of all procurement documentation, and review procurement practices related to this Agreement. Any costs incurred as a result of procurement practices not in compliance with state procurement law or the RECIPIENT's normal procedures may be disallowed at ECOLOGY's sole discretion.

10. DISPUTES

When there is a dispute with regard to the extent and character of the work, or any other matter related to this Agreement the determination of ECOLOGY will govern, although the RECIPIENT shall have the right to appeal decisions as provided for below:

- a) RECIPIENT notifies the funding program of an appeal request.
- b) Appeal request must be in writing and state the disputed issue(s).
- c) RECIPIENT has the opportunity to be heard and offer evidence in support of its appeal.
- d) ECOLOGY reviews the RECIPIENT's appeal.
- e) ECOLOGY sends a written answer within ten (10) business days, unless more time is needed, after concluding the review.

The decision of ECOLOGY from an appeal will be final and conclusive, unless within thirty (30) days from the date of such decision, the RECIPIENT furnishes to the Director of ECOLOGY a written appeal. The decision of the Director or duly authorized representative will be final and conclusive.

The parties agree that this dispute process will precede any action in a judicial or quasi-judicial tribunal.

Appeals of the Director's decision will be brought in the Superior Court of Thurston County. Review of the Director's decision will not be taken to Environmental and Land Use Hearings Office.

Pending final decision of a dispute, the RECIPIENT agrees to proceed diligently with the performance of this Agreement and in accordance with the decision rendered.

Nothing in this Agreement will be construed to limit the parties' choice of another mutually acceptable method, in addition to the dispute resolution procedure outlined above.

11. ENVIRONMENTAL DATA STANDARDS

- a) RECIPIENT shall prepare a Quality Assurance Project Plan (QAPP) for a project that collects or uses environmental measurement data. RECIPIENTS unsure about whether a QAPP is required for their project shall contact

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the ECOLOGY Program issuing the grant or loan. If a QAPP is required, the RECIPIENT shall:

- Use ECOLOGY's QAPP Template/Checklist provided by the ECOLOGY, unless ECOLOGY Quality Assurance (QA) officer or the Program QA coordinator instructs otherwise.
- Follow ECOLOGY's Guidelines for Preparing Quality Assurance Project Plans for Environmental Studies, July 2004 (Ecology Publication No. 04-03-030).
- Submit the QAPP to ECOLOGY for review and approval before the start of the work.

b) RECIPIENT shall submit environmental data that was collected on a project to ECOLOGY using the Environmental Information Management system (EIM), unless the ECOLOGY Program instructs otherwise. The RECIPIENT must confirm with ECOLOGY that complete and correct data was successfully loaded into EIM, find instructions at: <http://www.ecy.wa.gov/eim>.

c) RECIPIENT shall follow ECOLOGY's data standards when Geographic Information System (GIS) data is collected and processed. Guidelines for Creating and Accessing GIS Data are available at: <https://ecology.wa.gov/Research-Data/Data-resources/Geographic-Information-Systems-GIS/Standards>. RECIPIENT, when requested by ECOLOGY, shall provide copies to ECOLOGY of all final GIS data layers, imagery, related tables, raw data collection files, map products, and all metadata and project documentation.

12. GOVERNING LAW

This Agreement will be governed by the laws of the State of Washington, and the venue of any action brought hereunder will be in the Superior Court of Thurston County.

13. INDEMNIFICATION

ECOLOGY will in no way be held responsible for payment of salaries, consultant's fees, and other costs related to the project described herein, except as provided in the Scope of Work.

To the extent that the Constitution and laws of the State of Washington permit, each party will indemnify and hold the other harmless from and against any liability for any or all injuries to persons or property arising from the negligent act or omission of that party or that party's agents or employees arising out of this Agreement.

14. INDEPENDENT STATUS

The employees, volunteers, or agents of each party who are engaged in the performance of this Agreement will continue to be employees, volunteers, or agents of that party and will not for any purpose be employees, volunteers, or agents of the other party.

15. KICKBACKS

RECIPIENT is prohibited from inducing by any means any person employed or otherwise involved in this Agreement to give up any part of the compensation to which he/she is otherwise entitled to or receive any fee, commission, or gift in return for award of a subcontract hereunder.

16. MINORITY AND WOMEN'S BUSINESS ENTERPRISES (MWBE)

RECIPIENT is encouraged to solicit and recruit, to the extent possible, certified minority-owned (MBE) and women-owned (WBE) businesses in purchases and contracts initiated under this Agreement.

Contract awards or rejections cannot be made based on MWBE participation; however, the RECIPIENT is encouraged to take the following actions, when possible, in any procurement under this Agreement:

- a) Include qualified minority and women's businesses on solicitation lists whenever they are potential sources of goods or services.
- b) Divide the total requirements, when economically feasible, into smaller tasks or quantities, to permit maximum participation by qualified minority and women's businesses.
- c) Establish delivery schedules, where work requirements permit, which will encourage participation of qualified

minority and women's businesses.

d) Use the services and assistance of the Washington State Office of Minority and Women's Business Enterprises (OMWBE) (866-208-1064) and the Office of Minority Business Enterprises of the U.S. Department of Commerce, as appropriate.

17. ORDER OF PRECEDENCE

In the event of inconsistency in this Agreement, unless otherwise provided herein, the inconsistency shall be resolved by giving precedence in the following order: (a) applicable federal and state statutes and regulations; (b) The Agreement; (c) Scope of Work; (d) Special Terms and Conditions; (e) Any provisions or terms incorporated herein by reference, including the "Administrative Requirements for Recipients of Ecology Grants and Loans"; and (f) the General Terms and Conditions.

18. PRESENTATION AND PROMOTIONAL MATERIALS

ECOLOGY reserves the right to approve RECIPIENT's communication documents and materials related to the fulfillment of this Agreement:

- a) If requested, RECIPIENT shall provide a draft copy to ECOLOGY for review and approval ten (10) business days prior to production and distribution.
- b) RECIPIENT shall include time for ECOLOGY's review and approval process in their project timeline.
- c) If requested, RECIPIENT shall provide ECOLOGY two (2) final copies and an electronic copy of any tangible products developed.

Copies include any printed materials, and all tangible products developed such as brochures, manuals, pamphlets, videos, audio tapes, CDs, curriculum, posters, media announcements, or gadgets with a message, such as a refrigerator magnet, and any online communications, such as web pages, blogs, and twitter campaigns. If it is not practical to provide a copy, then the RECIPIENT shall provide a description (photographs, drawings, printouts, etc.) that best represents the item.

Any communications intended for public distribution that uses ECOLOGY's logo shall comply with ECOLOGY's graphic requirements and any additional requirements specified in this Agreement. Before the use of ECOLOGY's logo contact ECOLOGY for guidelines.

RECIPIENT shall acknowledge in the communications that funding was provided by ECOLOGY.

19. PROGRESS REPORTING

- a) RECIPIENT must satisfactorily demonstrate the timely use of funds by submitting payment requests and progress reports to ECOLOGY. ECOLOGY reserves the right to amend or terminate this Agreement if the RECIPIENT does not document timely use of funds.
- b) RECIPIENT must submit a progress report with each payment request. Payment requests will not be processed without a progress report. ECOLOGY will define the elements and frequency of progress reports.
- c) RECIPIENT shall use ECOLOGY's provided progress report format.
- d) Quarterly progress reports will cover the periods from January 1 through March 31, April 1 through June 30, July 1 through September 30, and October 1 through December 31. Reports shall be submitted within thirty (30) days after the end of the quarter being reported.
- e) RECIPIENT must submit within thirty (30) days of the expiration date of the project, unless an extension has been approved by ECOLOGY, all financial, performance, and other reports required by the agreement and funding program guidelines. RECIPIENT shall use the ECOLOGY provided closeout report format.

20. PROPERTY RIGHTS

- a) Copyrights and Patents. When the RECIPIENT creates any copyrightable materials or invents any patentable property under this Agreement, the RECIPIENT may copyright or patent the same but ECOLOGY retains a royalty free, nonexclusive, and irrevocable license to reproduce, publish, recover, or otherwise use the material(s) or property, and to

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authorize others to use the same for federal, state, or local government purposes.

b) Publications. When the RECIPIENT or persons employed by the RECIPIENT use or publish ECOLOGY information; present papers, lectures, or seminars involving information supplied by ECOLOGY; or use logos, reports, maps, or other data in printed reports, signs, brochures, pamphlets, etc., appropriate credit shall be given to ECOLOGY.

c) Presentation and Promotional Materials. ECOLOGY shall have the right to use or reproduce any printed or graphic materials produced in fulfillment of this Agreement, in any manner ECOLOGY deems appropriate. ECOLOGY shall acknowledge the RECIPIENT as the sole copyright owner in every use or reproduction of the materials.

d) Tangible Property Rights. ECOLOGY's current edition of "Administrative Requirements for Recipients of Ecology Grants and Loans," shall control the use and disposition of all real and personal property purchased wholly or in part with funds furnished by ECOLOGY in the absence of state and federal statutes, regulations, or policies to the contrary, or upon specific instructions with respect thereto in this Agreement.

e) Personal Property Furnished by ECOLOGY. When ECOLOGY provides personal property directly to the RECIPIENT for use in performance of the project, it shall be returned to ECOLOGY prior to final payment by ECOLOGY. If said property is lost, stolen, or damaged while in the RECIPIENT's possession, then ECOLOGY shall be reimbursed in cash or by setoff by the RECIPIENT for the fair market value of such property.

f) Acquisition Projects. The following provisions shall apply if the project covered by this Agreement includes funds for the acquisition of land or facilities:

1. RECIPIENT shall establish that the cost is fair value and reasonable prior to disbursement of funds provided for in this Agreement.

2. RECIPIENT shall provide satisfactory evidence of title or ability to acquire title for each parcel prior to disbursement of funds provided by this Agreement. Such evidence may include title insurance policies, Torrens certificates, or abstracts, and attorney's opinions establishing that the land is free from any impediment, lien, or claim which would impair the uses intended by this Agreement.

g) Conversions. Regardless of the Agreement expiration date, the RECIPIENT shall not at any time convert any equipment, property, or facility acquired or developed under this Agreement to uses other than those for which assistance was originally approved without prior written approval of ECOLOGY. Such approval may be conditioned upon payment to ECOLOGY of that portion of the proceeds of the sale, lease, or other conversion or encumbrance which monies granted pursuant to this Agreement bear to the total acquisition, purchase, or construction costs of such property.

21. RECORDS, AUDITS, AND INSPECTIONS

RECIPIENT shall maintain complete program and financial records relating to this Agreement, including any engineering documentation and field inspection reports of all construction work accomplished.

All records shall:

a) Be kept in a manner which provides an audit trail for all expenditures.

b) Be kept in a common file to facilitate audits and inspections.

c) Clearly indicate total receipts and expenditures related to this Agreement.

d) Be open for audit or inspection by ECOLOGY, or by any duly authorized audit representative of the State of Washington, for a period of at least three (3) years after the final grant payment or loan repayment, or any dispute resolution hereunder.

RECIPIENT shall provide clarification and make necessary adjustments if any audits or inspections identify discrepancies in the records.

ECOLOGY reserves the right to audit, or have a designated third party audit, applicable records to ensure that the state has been properly invoiced. Any remedies and penalties allowed by law to recover monies determined owed will be enforced. Repetitive instances of incorrect invoicing or inadequate records may be considered cause for termination.

All work performed under this Agreement and any property and equipment purchased shall be made available to ECOLOGY and to any authorized state, federal or local representative for inspection at any time during the course of

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this Agreement and for at least three (3) years following grant or loan termination or dispute resolution hereunder. RECIPIENT shall provide right of access to ECOLOGY, or any other authorized representative, at all reasonable times, in order to monitor and evaluate performance, compliance, and any other conditions under this Agreement.

22. RECOVERY OF FUNDS

The right of the RECIPIENT to retain monies received as reimbursement payments is contingent upon satisfactory performance of this Agreement and completion of the work described in the Scope of Work.

All payments to the RECIPIENT are subject to approval and audit by ECOLOGY, and any unauthorized expenditure(s) or unallowable cost charged to this Agreement shall be refunded to ECOLOGY by the RECIPIENT.

RECIPIENT shall refund to ECOLOGY the full amount of any erroneous payment or overpayment under this Agreement.

RECIPIENT shall refund by check payable to ECOLOGY the amount of any such reduction of payments or repayments within thirty (30) days of a written notice. Interest will accrue at the rate of twelve percent (12%) per year from the time ECOLOGY demands repayment of funds.

Any property acquired under this Agreement, at the option of ECOLOGY, may become ECOLOGY's property and the RECIPIENT's liability to repay monies will be reduced by an amount reflecting the fair value of such property.

23. SEVERABILITY

If any provision of this Agreement or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this Agreement which can be given effect without the invalid provision, and to this end the provisions of this Agreement are declared to be severable.

24. STATE ENVIRONMENTAL POLICY ACT (SEPA)

RECIPIENT must demonstrate to ECOLOGY's satisfaction that compliance with the requirements of the State Environmental Policy Act (Chapter 43.21C RCW and Chapter 197-11 WAC) have been or will be met. Any reimbursements are subject to this provision.

25. SUSPENSION

When in the best interest of ECOLOGY, ECOLOGY may at any time, and without cause, suspend this Agreement or any portion thereof for a temporary period by written notice from ECOLOGY to the RECIPIENT. RECIPIENT shall resume performance on the next business day following the suspension period unless another day is specified by ECOLOGY.

26. SUSTAINABLE PRACTICES

In order to sustain Washington's natural resources and ecosystems, the RECIPIENT is fully encouraged to implement sustainable practices and to purchase environmentally preferable products under this Agreement.

a) Sustainable practices may include such activities as: use of clean energy, use of double-sided printing, hosting low impact meetings, and setting up recycling and composting programs.

b) Purchasing may include such items as: sustainably produced products and services, EPEAT registered computers and imaging equipment, independently certified green cleaning products, remanufactured toner cartridges, products with reduced packaging, office products that are refillable, rechargeable, and recyclable, and 100% post-consumer recycled paper.

For more suggestions visit ECOLOGY's web page: Green Purchasing, ,
<https://ecology.wa.gov/Regulations-Permits/Guidance-technical-assistance/Sustainable-purchasing>.

27. TERMINATION

a) For Cause

ECOLOGY may terminate for cause this Agreement with a seven (7) calendar days prior written notification to the

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RECIPIENT, at the sole discretion of ECOLOGY, for failing to perform an Agreement requirement or for a material breach of any term or condition. If this Agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination. Failure to Commence Work. ECOLOGY reserves the right to terminate this Agreement if RECIPIENT fails to commence work on the project funded within four (4) months after the effective date of this Agreement, or by any date mutually agreed upon in writing for commencement of work, or the time period defined within the Scope of Work.

Non-Performance. The obligation of ECOLOGY to the RECIPIENT is contingent upon satisfactory performance by the RECIPIENT of all of its obligations under this Agreement. In the event the RECIPIENT unjustifiably fails, in the opinion of ECOLOGY, to perform any obligation required of it by this Agreement, ECOLOGY may refuse to pay any further funds, terminate in whole or in part this Agreement, and exercise any other rights under this Agreement. Despite the above, the RECIPIENT shall not be relieved of any liability to ECOLOGY for damages sustained by ECOLOGY and the State of Washington because of any breach of this Agreement by the RECIPIENT. ECOLOGY may withhold payments for the purpose of setoff until such time as the exact amount of damages due ECOLOGY from the RECIPIENT is determined.

b) For Convenience

ECOLOGY may terminate for convenience this Agreement, in whole or in part, for any reason when it is the best interest of ECOLOGY, with a thirty (30) calendar days prior written notification to the RECIPIENT, except as noted below. If this Agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.

Non-Allocation of Funds. ECOLOGY's ability to make payments is contingent on availability of funding. In the event funding from state, federal or other sources is withdrawn, reduced, or limited in any way after the effective date and prior to the completion or expiration date of this Agreement, ECOLOGY, at its sole discretion, may elect to terminate the Agreement, in whole or part, or renegotiate the Agreement, subject to new funding limitations or conditions. ECOLOGY may also elect to suspend performance of the Agreement until ECOLOGY determines the funding insufficiency is resolved. ECOLOGY may exercise any of these options with no notification or restrictions, although ECOLOGY will make a reasonable attempt to provide notice.

In the event of termination or suspension, ECOLOGY will reimburse eligible costs incurred by the recipient/contractor through the effective date of termination or suspension. Reimbursed costs must be agreed to by ECOLOGY and the recipient/contractor. In no event shall ECOLOGY's reimbursement exceed ECOLOGY's total responsibility under the agreement and any amendments.

If payments have been discontinued by ECOLOGY due to unavailable funds, the RECIPIENT shall not be obligated to repay monies which had been paid to the RECIPIENT prior to such termination.

RECIPIENT's obligation to continue or complete the work described in this Agreement shall be contingent upon availability of funds by the RECIPIENT's governing body.

c) By Mutual Agreement

ECOLOGY and the RECIPIENT may terminate this Agreement, in whole or in part, at any time, by mutual written agreement.

d) In Event of Termination

All finished or unfinished documents, data studies, surveys, drawings, maps, models, photographs, reports or other materials prepared by the RECIPIENT under this Agreement, at the option of ECOLOGY, will become property of ECOLOGY and the RECIPIENT shall be entitled to receive just and equitable compensation for any satisfactory work

Agreement No: WQC-2018-UniGap-00048
Project Title: Ahtanum Road and Main Street Stormwater Improvements
Recipient Name: City of Union Gap

completed on such documents and other materials.

Nothing contained herein shall preclude ECOLOGY from demanding repayment of all funds paid to the RECIPIENT in accordance with Recovery of Funds, identified herein.

28. THIRD PARTY BENEFICIARY

RECIPIENT shall ensure that in all subcontracts entered into by the RECIPIENT pursuant to this Agreement, the state of Washington is named as an express third party beneficiary of such subcontracts with full rights as such.

29. WAIVER

Waiver of a default or breach of any provision of this Agreement is not a waiver of any subsequent default or breach, and will not be construed as a modification of the terms of this Agreement unless stated as such in writing by the authorized representative of ECOLOGY.



City Council Communication

Meeting Date: December 10, 2018
From: David Dominguez; City Engineer
Topic/Issue: Resolution – HLA Task Order No. 2018-01 Agreement for Design Engineering Services for Ahtanum Road and Main Street Stormwater Improvements

SYNOPSIS: Authorize a Task Order No. 2018-01, an Agreement with HLA Engineering and Land Surveying, Inc. to perform general services for the Ahtanum Road and Main Street Stormwater Improvements Project. The project consists of completing a study of stormwater facilities along portions of Ahtanum Road and Main Street.

RECOMMENDATION: Adopt a resolution authorizing the City Manager to sign Task Order No. 2018-01 with HLA Engineering and Land Surveying, Inc. for the Ahtanum Road and Main Street Stormwater Improvements Project.

LEGAL REVIEW: The City Attorney reviewed this resolution.

FINANCIAL REVIEW:

- Water Quality Combined Financial Assistance: 261,000.00
- 403 Fund - Recipient Share - \$1,650

BACKGROUND INFORMATION: N/A

ADDITIONAL OPTIONS: N/A

ATTACHMENTS:

1. Resolution
2. Task Order Agreement No. 2018-01

CITY OF UNION GAP, WASHINGTON
RESOLUTION NO. _____

A **RESOLUTION** authorizing the City Manager to sign Task Order 2018-01 General Agreement for HLA Engineering and Land Surveying, Inc. to provide study services for the Ahtanum Road and Main Street Stormwater Improvements Project.

WHEREAS, the City is a recipient of a Water Quality Combined Financial Assistance Agreement #WQC-2018-UniGap-00048 with the Washington State Department of Ecology for Ahtanum Road and Main Street Stormwater Improvement Project and;

WHEREAS, this project will identify stormwater treatment facilities for three of the known outfalls to remove untreated stormwater from Spring Creek, Wide Hollow Creek, and Yakima River, maintain MS4 compliance, and eliminate monitoring compliance.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF UNION GAP, WASHINGTON, HEREBY RESOLVES as follows:

The City Manager is authorized to sign the Task Order 2018-01 General Agreement for HLA Engineering and Land Surveying, Inc. for Design and Construction Services on the Ahtanum Road and Main Street Stormwater Improvements Project.

PASSED this 10th day of December, 2018.

Roger Wentz, Mayor

ATTEST:

APPROVED AS TO FORM:

Karen Clifton, City Clerk

Bronson Brown, City Attorney

TASK ORDER NO. 2018-01

REGARDING GENERAL AGREEMENT BETWEEN CITY OF UNION GAP

AND

HLA ENGINEERING AND LAND SURVEYING, INC.

PROJECT DESCRIPTION:

AHTANUM ROAD AND MAIN STREET STORMWATER IMPROVEMENTS
HLA Project No. 18156E

The City of Union Gap has received a FY 2018 Water Quality Combined Financial Assistance from the Washington State Department of Ecology to improve stormwater conditions within the City of Union Gap. This project will design stormwater treatment facilities for three of the known outfalls to remove untreated stormwater from the creeks, maintain MS4 compliance, and eliminate monitoring requirements. There are five known direct outfalls to Spring Creek and three to Wide Hollow Creek. Two outfalls to Spring Creek involve deep underground lines. These underdrains are open joint drain lines whose primary function is to lower the existing ground water level. This project will include a study of the East Ahtanum Road and East Washington Street underdrain to identify any illicit or surface water connections. Additional outfalls conveying stormwater collected from City streets will be identified and evaluated for reduction of untreated stormwater or elimination.

SCOPE OF SERVICES:

At the direction of the City of Union Gap (CITY), HLA Engineering and Land Surveying, Inc. (HLA), shall provide professional engineering and surveying services for the Ahtanum Road and Main Street Stormwater Improvements project (PROJECT). HLA services shall include:

PHASE 1 – PROJECT ADMINISTRATION

- A. Assist CITY with contract requirements of funding agency, including progress reports.
- B. Assist CITY with funding agency reimbursement process, preparation of payment vouchers, and supportive documentation.
- C. Assist CITY with funding agency design-project closeout process.

PHASE 2 – ENVIRONMENTAL COMPLIANCE

- A. Assist CITY with State Environmental Review Process (SERP) requirements, including preparation of a SEPA checklist for transmittal to lead agency for review and action.

The following environmental items are not anticipated to be required for this PROJECT:

- 1. JARPA Application
- 2. Hydraulic Project Approval (HPA)
- 3. Corp of Engineers Permit
- 4. Biological Assessment
- 5. Wetland Delineation
- 6. Environmental Impact Statement

Should it be determined any of these items must be prepared, they will be added as a separate and additional phase of work.

- B. Assist the CITY with Cultural Resources Review (Executive Order 05-05).

- C. Prepare General Storm Water Notice of Intent (NOI), where ground disturbance is greater than 1 acre and potential exists for discharge to waters of the State.

PHASE 3 – PROJECT FORMULATION AND FINAL ENGINEERING DESIGN

- A. Perform field investigations necessary to design the identified improvements.
- B. Conduct a topographic survey of the project area as required to complete design, plans, and specifications for publicly bid improvements.
- C. Investigate storm drain connections to the existing stormwater mains from adjacent properties.
- D. Prepare Pre-Design Report for transmittal to the Department of Ecology (DOE) for review and approval.
- E. Prepare preliminary design plans, specifications, and cost estimate for transmittal to the CITY and DOE.
- F. Review and discuss preliminary plans with CITY staff.
- G. Prepare final design, and complete plans and specifications for publicly-bid improvements, as authorized by the CITY.
- H. Prepare the Engineer's Estimate of construction cost.
- I. Assist the CITY to provide DOE information necessary to request construction funding.
- J. Furnish electronic and ten (10) hard copies of the final plans and specifications for bidding and construction. It is anticipated the ENGINEER will prepare one (1) complete set of plans and specifications for one bid call; additional bid packages will be considered additional services.
- K. Send advertisement for bids to the Paper of Record and other papers selected by the CITY. CITY shall pay all advertisement fees.
- L. Answer and supply such information as is requested by prospective bidders.
- M. Prepare and issue addenda, if necessary.
- N. Attend bid opening and participate in the prospective bidder evaluation process.
- O. Prepare tabulation of all bids received by the CITY and review bidder's qualifications.
- P. Make recommendation to the CITY of construction contract award to the lowest responsible bidder.

PHASE 4 – ADDITIONAL SERVICES

- A. Provide professional engineering and surveying services for additional work requested by the CITY that is not included in Phases 1 through 3.

ITEMS TO BE FURNISHED AND RESPONSIBILITY OF CITY

The CITY will provide or perform the following:

- A. Provide full information as to CITY requirements of the PROJECT.

- B. Assist HLA by placing at their disposal all available information pertinent to the site of the PROJECT, including previous reports, drawings, plats, surveys, utility records, and any other data relative to design and construction of the PROJECT.
- C. Examine all studies, reports, sketches, estimates, specifications, drawings, proposals, and other documents presented by HLA and render in writing decisions pertaining thereto within a reasonable time so as not to delay the work of HLA.
- D. Obtain approval of all governmental authorities having jurisdiction over the PROJECT and such approvals and consents from such other individuals or bodies as may be necessary for completion of the PROJECT.
- E. Pay for project bid advertisement costs.

TIME OF PERFORMANCE:

The services called for under the various phases of this Agreement shall be completed as follows:

PHASE 1 – PROJECT ADMINISTRATION

Project administration services shall begin immediately upon notice of authorization to proceed and continue until all design funding close-out requirements for the PROJECT have been satisfied.

PHASE 2 – ENVIRONMENTAL COMPLIANCE

Environmental and cultural resource review and compliance information shall be prepared and submitted to the controlling authority/authorities within 120 calendar days after the date of authorization to proceed.

PHASE 3 – PROJECT FORMULATION AND FINAL DESIGN ENGINEERING

The DOE Pre-Design Report will be provided within 90 calendar days after the date of authorization to proceed.

Project reports, plans, specifications, and estimates for all project elements shall be provided within 365 calendar days after the date of authorization to proceed. (Ecology's Agreement Expiration date is 6/30/2021).

PHASE 4 – ADDITIONAL SERVICES

Time of completion for work directed by the CITY under additional services shall be negotiated and mutually agreed to at the time of service request by the CITY.

FEE FOR SERVICE:

For the services furnished by HLA as described under this Agreement, 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.

PHASE 1 – PROJECT ADMINISTRATION

All work for this phase shall be performed for the lump sum fee of \$8,000.00.

PHASE 2 – ENVIRONMENTAL COMPLIANCE


All work for this phase shall be performed for the lump sum fee of \$12,000.00.

PHASE 3 – PROJECT FORMULATION AND FINAL DESIGN ENGINEERING

All work for this phase shall be performed for the lump sum fee of \$234,000.00.

PHASE 4 – ADDITIONAL SERVICES

Any additional work requested by the CITY that is not included in Phases 1 through 3 shall be authorized by the CITY and agreed to by HLA in writing prior to proceeding with the services. HLA shall perform the 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, reproduction expenses, out of town travel costs, and outside engineers.

Proposed:  10/31/2018
HLA Engineering and Land Surveying, Inc. Date
Michael T. Battle, PE, President

Approved: _____ Date _____
City of Union Gap
Arlene Fisher, City Manager



City Council Communication

Meeting Date: December 10, 2018
From: David Dominguez, City Engineer
Topic/Issue: Award of Bid – Valley Mall Boulevard Resurfacing Project

SYNOPSIS: On November 28, 2018 a bid opening was held at the Civic Campus for the Valley Mall Boulevard Resurfacing Project (Federal Aid No: NHPP-4554-006). Three (3) bids were received; with the low bid of \$1,713,840 being offered by Columbia Asphalt & Ready-Mix. This low bid is approximately 12% below the Engineer's Estimate of \$1,950,120.00. Documents have been reviewed and checked by HLA with a recommendation to award a construction contract to Columbia Asphalt & Ready Mix.

RECOMMENDATION: Motion to accept the most qualified, lowest responsible bidder for the Valley Mall Boulevard Resurfacing Project – Columbia Asphalt & Ready-Mix of Yakima, Washington in the amount of 1,713,840.

LEGAL REVIEW: City Attorney has reviewed.

FINANCIAL REVIEW: Construction Funding
City \$231,368 (304 fund)
NHS \$1,482,471
\$1,713,840

BACKGROUND INFORMATION: N/A

ADDITIONAL OPTIONS: N/A

ATTACHMENTS:

1. HLA Engineering and Land Surveying Inc. "*Recommendation of Award*" letter
2. Columbia Asphalt & Ready-Mix S.A.M. Registration Summary



November 28, 2018

City of Union Gap
P.O. Box 3008
Union Gap, WA 98903

Attn: Mr. Dennis Henne

Re: City of Union Gap
VALLEY MALL BOULEVARD RESURFACING
FED. AID NO.: NHPP-4554(006)
HLA Project No.: 18031
Recommendation of Award

Dear Mr. Henne:

The bid opening for the above referenced project was held at Union Gap City Hall at 11:00 a.m. on Wednesday, November 28, 2018. A total of three (3) bids were received with the low bid of \$1,713,840.00, being offered by Columbia Asphalt & Ready-Mix, of Yakima, Washington. This low bid is approximately twelve (12) percent below the Engineer's Estimate of \$1,950,120.00.

We have reviewed and checked the bid proposals of all bidders and recommend the City of Union Gap award a construction contract to Columbia Asphalt & Ready-Mix, in the amount of \$1,713,840.00, contingent on WSDOT Highways and Local Programs approval. Please send us a copy of the City of Union Gap Council minutes authorizing award of this project.

Enclosed are copies of the project Bid Summary for your review. Please advise if we may answer any questions or provide additional information.

Very truly yours,

A handwritten signature in cursive script that reads "Terry D. Alapeteri".


Terry D. Alapeteri, PE

TDA/crf

Enclosures

Copy: Bill Preston, PE, WSDOT Local Programs (Email)
Caroline Fitzsimmons, HLA
Rachelle Pacsuta, HLA

BID SUMMARY						BIDDER #1		BIDDER #2		BIDDER #3	
Owner: CITY OF UNION GAP Project: VALLEY MALL BOULEVARD RESURFACING HLA Project No.: 18031 FED Aid No.: NHPP-4554(006) Bid Opening Date: November 28, 2018						Columbia Asphalt & Ready-Mix P.O. Box 9337 Yakima, WA 98909		Central Washington Asphalt, Inc P.O. Box 939 Moses Lake, WA 98837		Granite Construction Company 80 Pond Road Yakima, WA 98901	
Item No.	Item Description	Unit	Quantity	ENGINEER'S ESTIMATE		Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
				Unit Price	Amount						
1	Minor Change	FA	EST	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00
2	SPCC Plan	LS	1	\$2,000.00	\$2,000.00	\$500.00	\$500.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00
3	Mobilization	LS	1	\$136,000.00	\$136,000.00	\$24,676.00	\$24,676.00	\$75,000.00	\$75,000.00	\$169,678.00	\$169,678.00
4	Project Temporary Traffic Control	LS	1	\$60,000.00	\$60,000.00	\$161,200.00	\$161,200.00	\$255,000.00	\$255,000.00	\$175,000.00	\$175,000.00
5	Unclassified Excavation Incl. Haul	CY	1,450	\$50.00	\$72,500.00	\$31.00	\$44,950.00	\$15.00	\$21,750.00	\$31.00	\$44,950.00
6	Construction Geotextile for Soil Separation	SY	4,300	\$3.00	\$12,900.00	\$1.50	\$6,450.00	\$1.50	\$6,450.00	\$2.00	\$8,600.00
7	Planing Bituminous Pavement	SY	55,520	\$2.50	\$138,800.00	\$2.55	\$141,576.00	\$2.75	\$152,680.00	\$2.00	\$111,040.00
8	HMA Cl. 1/2-Inch PG 64-28	TON	9,900	\$90.00	\$891,000.00	\$76.60	\$758,340.00	\$72.00	\$712,800.00	\$75.00	\$742,500.00
9	Pavement Repair (Minimum Unit Price Bid \$25.00/SY)	SY	2,800	\$35.00	\$98,000.00	\$44.00	\$123,200.00	\$25.00	\$70,000.00	\$33.00	\$92,400.00
10	Adjust Manhole	EA	35	\$700.00	\$24,500.00	\$900.00	\$31,500.00	\$675.00	\$23,625.00	\$800.00	\$28,000.00
11	Adjust Valve Box	EA	41	\$500.00	\$20,500.00	\$660.00	\$27,060.00	\$500.00	\$20,500.00	\$600.00	\$24,600.00
12	ESC Lead	DAY	10	\$200.00	\$2,000.00	\$89.00	\$890.00	\$100.00	\$1,000.00	\$50.00	\$500.00
13	Erosion/Water Pollution Control	FA	EST	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00
14	Irrigation System	LS	1	\$8,000.00	\$8,000.00	\$11,000.00	\$11,000.00	\$5,500.00	\$5,500.00	\$12,250.00	\$12,250.00
15	Cement Conc. Traffic Curb and Gutter	LF	66	\$90.00	\$5,940.00	\$74.00	\$4,864.00	\$83.00	\$4,158.00	\$38.00	\$2,508.00
16	Monument Case and Cover	EA	2	\$800.00	\$1,600.00	\$600.00	\$1,200.00	\$625.00	\$1,250.00	\$595.00	\$1,190.00
17	Cement Conc. Curb Ramp	EA	8	\$2,200.00	\$17,600.00	\$1,700.00	\$13,600.00	\$2,000.00	\$16,000.00	\$1,650.00	\$13,200.00
18	Cement Conc. Sidewalk 6-Inch Thick	SY	44	\$150.00	\$6,600.00	\$85.00	\$3,740.00	\$100.00	\$4,400.00	\$76.00	\$3,344.00
19	Cement Conc. Sidewalk 4-Inch Thick	SY	12	\$200.00	\$2,400.00	\$75.00	\$900.00	\$125.00	\$1,500.00	\$105.00	\$1,260.00
20	Quarry Spalls	TON	1,400	\$70.00	\$98,000.00	\$35.00	\$49,000.00	\$27.00	\$37,800.00	\$32.00	\$44,800.00
21	Loop Replacement	EA	47	\$2,400.00	\$112,800.00	\$2,260.00	\$106,220.00	\$2,100.00	\$98,700.00	\$2,575.00	\$121,025.00
22	Pavement Markings	LS	1	\$45,000.00	\$45,000.00	\$69,100.00	\$69,100.00	\$67,000.00	\$67,000.00	\$80,000.00	\$80,000.00
23	Paving Fabric	SY	54,660	\$3.00	\$163,980.00	\$1.90	\$103,854.00	\$2.10	\$114,786.00	\$2.25	\$122,985.00
BID TOTAL					\$1,950,120.00		\$1,713,840.00		\$1,720,899.00		\$1,830,830.00

BID SUMMARY					BIDDER #1		BIDDER #2		BIDDER #3		
Owner: CITY OF UNION GAP					Columbia Asphalt & Ready-Mix		Central Washington Asphalt, Inc.		Granite Construction Company		
Project: VALLEY MALL BOULEVARD RESURFACING					P.O. Box 9337		P.O. Box 939		80 Pond Road		
HLA Project No. 18031 FED Aid No.: NHPP-4554(006)					Yakima, WA 98909		Moses Lake, WA 98837		Yakima, WA 98901		
Bid Opening Date: November 28, 2018											
Item No.	Item Description	Unit	Quantity	ENGINEER'S ESTIMATE		Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
				Unit Price	Amount						
ENGINEER'S REPORT						ADDITIONAL BID TOTALS					
<p>Competitive bids were opened on November 28, 2018. All bids have been reviewed by this office.</p> <p>We recommend the contract be awarded to: Columbia Asphalt & Ready-Mix</p> <p><i>Jerry D. Alperstein</i> 11/28/18</p> <p>Project Engineer Date</p> <p></p> <p>*Bid results can be found at: www.hlacivil.com</p>						BIDDER				BID TOTAL	



A NEW WAY TO SIGN IN - If you already have a SAM account, use your SAM email for login.gov.

Log In

Login.gov FAQs

- ALERT - There may be a delay in data updates between the Small Business Administration (SBA) and SAM. If you notice any issues with your entity's SBA status or trouble on the SBA Supplemental page, please contact the Federal Service Desk.
- ALERT - June 11, 2018: Entities registering in SAM must submit a notarized letter appointing their authorized Entity Administrator. Read our updated FAQs to learn more about changes to the notarized letter review process and other system improvements.

Entity Dashboard

Interstate Concrete And Asphalt Company
 DUNS: 080596697 CAGE Code: 0DB17
 Status: Active
 Expiration Date: 01/22/2019
 Purpose of Registration: All Awards

377 Parker Bridge Rd
 Wapato, WA 98951-0014
 UNITED STATES

- Entity Overview
- Entity Registration
 - Core Data
 - Assertions
 - Reps & Certs
 - POCs
- Exclusions
 - Active Exclusions
 - Inactive Exclusions
 - Excluded Family Members

RETURN TO SEARCH

Entity Overview

Entity Registration Summary

Name: Interstate Concrete And Asphalt Company
Doing Business As: Columbia Asphalt & Ready-Mix
Business Type: Business or Organization
Last Updated By: Kathleen Frizzell
Registration Status: Active
Activation Date: 01/22/2018
Expiration Date: 01/22/2019

Exclusion Summary

Active Exclusion Records? No



IBM-P-20181107-1216
WWW7

Search Records Disclaimers FAPIS.gov
 Data Access Accessibility GSA.gov/LAE
 Check Status Privacy Policy GSA.gov
 About USA.gov
 Help

CONSENT AGENDA

UNION GAP CITY COUNCIL REGULAR MEETING
UNION GAP COUNCIL CHAMBERS
Union Gap, Washington
November 26, 2018 Regular Meeting
MINUTES

- Call to Order Deputy Mayor Matson called the Regular Meeting of the Union Gap City Council to order at 6:00 p.m.
- Council Members Present Council Members Hodkinson, Murr, Butler, Schilling, and Dailey were present.
- Staff Present City Attorney Bronson, Police Chief Cobb, Finance and Administration Director Clifton, Deputy Clerk Treasurer Bisconer, Public Works/Community Development Director Henne, Civil Engineer Dominguez, Fire Chief Markham.
- Audience Present See attached list.
- Pledge of Allegiance Curtis Rosenkrantz led the pledge of allegiance.
- Consent Agenda Motion by Council Member Butler, second by Council Member Murr to approve the consent agenda as follows:
- Regular Council Meeting Minutes dated November 13, 2018 as attached to the Agenda and maintained in electronic format.
- Claims Vouchers – EFT’s and Voucher Nos. 98186 through 98279 for November 26, 2018, in the amount of \$677,933.03.
- Advance Travel Vouchers – Check No. 1286 through 1289, in the amount of \$710.68.
- Petty Cash Vouchers – Check Nos. 1888 through 1890, in the amount of \$127.75.
- Motion carried unanimously.
- Excuse Mayor Wentz Motion by Council Member Butler, second by Council Member Murr to excuse Mayor Wentz. Motion carried unanimously.
- Items from the Audience Jack Galloway addressed the Council to express his appreciation to Chief Cobb and Community Service Officer Guzman for the quick response to his complaint.
- Curt Rosenkranz addressed the Council in regards initiative No. 1639. Chief Cobb assured Mr. Rosenkranz that there has been and will continue

CITY OF UNION GAP REGULAR COUNCIL MEETING MINUTES – November 26, 2018

to be healthy discussion in regards to I1639.

General Items

Public Works &
Community Development

Ordinance No. – 2955 –
Amending Sewer Rates and
Regulations

Motion by Council Member Butler, second by Council Member Murr to adopt Ordinance No. – 2955 – relating to utility rates; modifying the monthly sewer serviced rate to be paid to the City for provision of sewer services; amending Union Gap Municipal Code Section 12.08; providing for severability and establishing effective dates. Voting on the motion, Ayes – Hodkinson, Murr, Butler, Dailey, Matson; Nays – Schilling. Motion passes.

Resolution No. – 18-60 –
Agreement for Services –
CWA Consultants

Motion by Council Member Hodkinson, second by Council Member Schilling to adopt Resolution No. – 18-60 - authorizing the City Manager to sign an amendment with CWA Consultants of Port Orchard, WA. Motion carried unanimously.

Resolution No. – 18-61 –
Appointing Director of
Public Works &
Community Development
as USDA eAuthentication
Administrator

Motion by Council Member Butler, second by Council Member Dailey to approve Resolution No. – 18-61 – appointing the Director of Public Works & Community Development as USDA eAuthentication administrator with electronic signing authority. Motion carried unanimously.

Police Department

Resolution No. – 18-62 –
Interlocal Agreement –
Public Safety

Motion by Council Member Butler, second by Council Member Schilling to approve Resolution No. – 18-62 – authorizing the City Manager to sign a Police Communications Services Contract with the City of Yakima for 2019-2020. Motion carried unanimously.

Items from the Audience

None.

City Manager Report

None.

Communications/Questions/
Comments

None.

Development of Next
Agenda

None.

Recess to 20 – Minute
Executive Session

At 6:23 Deputy Mayor Matson announced recess to 20 minute executive Session with five minutes for members to collect, to discuss litigation,

CITY OF UNION GAP REGULAR COUNCIL MEETING MINUTES – November 26, 2018

pursuant to RCW 42.30.110(i). Deputy Mayor Matson, Council Members, City Attorney Bronson, Attorney Colm Nelson, Foster Pepper, Public Works & Community Development Director Henne, Police Chief Cobb, Finance and Administration Director Clifton, attended.

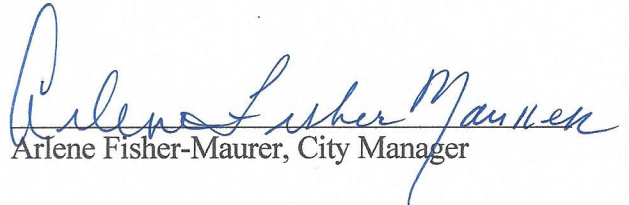
Closed Session

Deputy Mayor Matson reconvened and entered into a closed session meeting regarding the 2019 Union Gap Police Guild Contract at 7:00 p.m.

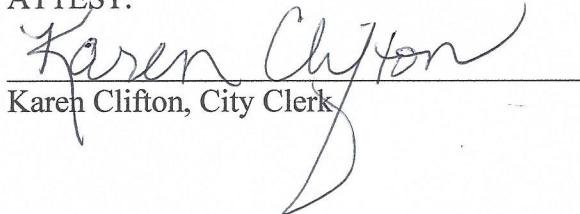
Motion by Council Member Hodkinson, second by Council Member Butler to ratify the 2019 Union Gap Police Guild Contract. Voting on the motion, Ayes – Hodkinson, Murr, Butler, Dailey, Matson; Abstaining to await the return of the City Manager and procedural concerns – Schilling. Motion passes.

Adjournment of Meeting

Deputy Mayor Matson adjourned the meeting at 7:10 p.m.


Arlene Fisher-Maurer, City Manager

ATTEST:


Karen Clifton, City Clerk



City Council Communication

Meeting Date: December 10, 2018
From: Karen Clifton, Director of Finance and Administration
Topic/Issue: Claim Vouchers – December 10, 2018

SYNOPSIS: Claim Vouchers Dated December 10, 2018

RECOMMENDATION: Request Council to approve EFTs and Voucher Nos. 98282 through 98339 in the amount of \$684,295.02

LEGAL REVIEW: N/A

FINANCIAL REVIEW: N/A

BACKGROUND INFORMATION: N/A

ADDITIONAL OPTIONS: N/A

ATTACHMENTS: 1. Claim Voucher Register
2. Detailed Claim Voucher Register

WARRANT/CHECK REGISTER

CITY OF UNION GAP
MCAG #: 0853

12/01/2018 To: 12/31/2018

Time: 15:16:40 Date: 12/05/2018

Page: 1

Trans	Date	Type	Acct #	War #	Claimant	Amount	Memo
6922	12/10/2018	Claims	2	EFT	US BANK CARDMEMBER SVC	209.63	#9642 SUPERIOR SMOKE FLUID 1 GALLON SIZE; WIRELESS REMOTE; BOLTS, NUTS, DRILL BIT ACO/CODES VEH; RETURN OF PANTS; ALSKA MISC - FISHER
6923	12/10/2018	Claims	2	EFT	US BANK CARDMEMBER SVC	5,949.56	#9627 AUTOCAD CIVIL 3D GOVERNMENT SINGLE USER ANNUAL SUBSCRIPTION RENEWAL 11.07.18 THRU 11.06.19; COMPUTER & MONITORS - PW FOREMAN; COFFEE MAKER; COUNCIL MEETING SNACK; #9627 WELL CHARTS; GRAINGER ORD
6944	12/03/2018	Claims	2	EFT	MERCHANT SERVICES	656.70	CREDIT CARD PAYMENTS FEE - 11/2018
6953	12/04/2018	Claims	2	EFT	CHASE PAYMENTECH	702.19	TR ONLINE CREDIT CARD FEES - 11/2018; UB ONLINE CREDIT CARD FEES - 11/2018
6954	12/10/2018	Claims	2	EFT	CENTURY LINK - LD	66.02	CIVIC CENTER LONG DISTANCE- 10/08/18-11/07/2018
6955	12/10/2018	Claims	2	EFT	CENTURY LINK	1,888.39	BOOSTER PUMP STATION-11/2018; SENIOR CENTER-11/2018; CIVIC CENTER FAX-11/2018; FIRE DEPT HOTLINE-11/2018; CIVIC CAMPUS PHONE LINE-11/2018; PUBLIC WORKS-11/2018; AG MUSEUM-11/2018; PW SHOP-11/2018; CIV
6956	12/10/2018	Claims	2	EFT	INTEGRA TELECOM	1,854.51	FIRE DEPT-12/03/2018-01/02/19
6957	12/10/2018	Claims	2	EFT	OFFICE DEPOT-CITY HALL	54.76	COMMAND STRIPS;TISSUE PAPER;POST-IT;HANGING FOLDER;FOLDER TABS;SHARPIE;DRAWER ORGANIZER.
6958	12/10/2018	Claims	2	EFT	OFFICE DEPOT-PD	80.20	BINDERS/PAPER CLIPS /CLIPBOARDS/ SCISSORS/ PAPER
6959	12/10/2018	Claims	2	98282	ABC FIRE CONTROL INC 2009	1,081.92	SERVICE & CERTIFY FIRE EXTINGUISHERS; SHOP & PARKS
6960	12/10/2018	Claims	2	98283	ADVANCED TRAVEL EXP. FUND	516.44	REIMBURSE #1156; REIMBURSE #1161; REIMBURSE#1159; REIMBURSE#1160
6961	12/10/2018	Claims	2	98284	AMERIFUEL	2,271.50	FUEL 11/1-11/15 2018
6962	12/10/2018	Claims	2	98285	ATLAS STAFFING INC	559.36	SEASONAL PARKS; WEEK ENDING 11.18.18
6963	12/10/2018	Claims	2	98286	BASIN DISPOSAL OF YAKIMA LLC	86,635.35	GA/RCY-10/22/2018-11/21/201
6964	12/10/2018	Claims	2	98287	BELL, BROWN & RIO	7,500.00	CITY ATTORNEY-11/2018
6965	12/10/2018	Claims	2	98288	CANON FINACIAL SERVICES	186.10	COPIER LEASE SEPT 2018
6966	12/10/2018	Claims	2	98289	CASCADE VALLEY LUBE	41.07	#1020 BASIC SERVICE
6967	12/10/2018	Claims	2	98290	CED	337.80	8' T12 SINGLE PIN; ELECTRONIC BALLAST

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6968	12/10/2018	Claims	2	98291	CENTRAL PRE-MIX CONCRETE CO.	1,887.14	5/8" TOP COURSE / 11.09.18 / 148.19 TON; RCO SOCCER FIELD IMPROVEMENTS; 5/8" TOP COURSE / 11.13.18 / 46.14 TON; RCO SOCCER FIELD IMPROVEMENTS
6969	12/10/2018	Claims	2	98292	CENTRAL WA AG MUSEUM	24,500.00	2018 MUSEUM UPGRADES
6970	12/10/2018	Claims	2	98293	CENTRAL WASHINGTON FAIR ASSOC.	2,083.00	MARKETING & SALES-12/2018
6971	12/10/2018	Claims	2	98294	D & G CLEANING	4,056.00	CIVIC CENTER & PD CLEANING SERVICE-11/2018
6972	12/10/2018	Claims	2	98295	DEXYP	310.27	PARK AD-11/01/2018-11/30/2018
6973	12/10/2018	Claims	2	98296	E3 SOLUTIONS, INC	1,185.72	CARD READER TO MAN GATE/KEYPAD READER/SECURITY TO EVIDENCE ROOM/LABOR/MISC SUPPLIES
6974	12/10/2018	Claims	2	98297	EXPRESS SERVICES INC	2,635.38	UGPD1-RECEPTIONIST; UGPD 1 - RECEPTIONIST WK-11/11/2018 & 11/18/18
6975	12/10/2018	Claims	2	98298	FINANCIAL CONSULTANTS INTERNATIONAL, Inc	3,561.03	F150 SPOLIGHT/ION SIDE OF RACK/TAURUS AEDEX/90 DEGREE LEDS
6976	12/10/2018	Claims	2	98299	JOSEPH FORD	57.74	Refund Utility Deposit
6977	12/10/2018	Claims	2	98300	FRANK'S TIRE FACTORY	1,563.42	#3005 TIRE REPLACEMENT; #1012 BATTERY & WHEEL ALIGNMENT; PASS FLAT OFF; #1021 TIRES, SPIN, BALANCE
6978	12/10/2018	Claims	2	98301	GAP AUTO PARTS - PW	58.86	#1020 IGNITION & ENGINE FILTERS; 5W30 SYNTHETIC, HOWES DIESEL TREATMENT; 5W30 FEDERATED 5 QUART
6979	12/10/2018	Claims	2	98302	GARNER & GARNER CONSTRUCTION, LLC	1,048.66	Refund Utility Deposit
6980	12/10/2018	Claims	2	98303	GRANITE CONSTRUCTION CO	184.72	CLASS G-WA (2601) 2.14 TN / 55552000 11.06.18
6981	12/10/2018	Claims	2	98304	GRANT J HUNT CO	4,160.67	WA FESTIVAL HOTEL DOUBLE PAYMENT; DESIGN & MARKETING-10/2018; WA HOSPITALITY CONVENTION-11/2018
6982	12/10/2018	Claims	2	98305	HLA ENGINEERING & LAND SURVEYING INC	35,367.85	PROFESSIONAL ENGINEERING AND LAND SURVEYING SERVICES
6983	12/10/2018	Claims	2	98306	INTERSTATE BATTERIES	231.79	#3002 BATTERY X 2
6984	12/10/2018	Claims	2	98307	KAZ TROPHIES & KAZUALS	357.00	PLAQUE;FROEHLICH & CANATSEY; BATHROOM SIGNS AND EMPLOYEE DOOR
6985	12/10/2018	Claims	2	98308	KNOBELS ELECTRIC INC	11,752.63	ELECTRICAL FOR LIFT STATION #3

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6986	12/10/2018	Claims	2	98309	LOWES COMPANY INC	303.24	FLASHLIGHT, SCREWDRIVER SET, LAUNDRY SUPPLIES, SANITIZER, CLEANING SUPPLIES; BATTERIES, YARD STICK; 3/16-IN X 10 FT PROOF, LUMENS FOCUSING FLASH
6987	12/10/2018	Claims	2	98310	M S MARTIN ENTERPRISES, INC.	108.36	NV3 WIRE HARNESS VEH 10
6988	12/10/2018	Claims	2	98311	MANSFIELD ALARM CO INC	291.00	FIRE DEPT./CIVIC CENTER/ SECURITY-12/01/2018-02/28/2019
6989	12/10/2018	Claims	2	98312	MH CONSTRUCTION, INC.	937.44	UTILITY DEPOSIT REFUND
6990	12/10/2018	Claims	2	98313	NW SAFETY SIGNS INC.	11,275.90	FLAGGING SERVICES; BNSF 2018 PROJECT #TM1584; 10.15.18 THRU 10.18.18
6991	12/10/2018	Claims	2	98314	OFFICE SOLUTIONS NORTHWEST	126.30	COPY PAPER & FLAGS; CALCULATOR RIBBON
6992	12/10/2018	Claims	2	98315	REPUBLIC PUBLISHING CO	1,010.70	AD FOR BIDS; VALLEY MALL BOULEVARD RESURACING PROJECT; SUMMARY OF ORD#2952;5953 & 2954; SUMMARY OF ORD#2955
6993	12/10/2018	Claims	2	98316	SHERWIN-WILLIAMS COMPANY	214.63	PAINT; PICNIC GREEN FOR PICNIC TABLES
6994	12/10/2018	Claims	2	98317	SIRCHIE FINGER PRINT	60.49	GLOVES
6995	12/10/2018	Claims	2	98318	SIX ROBBLEES INC	197.27	#3005 BACK HOE; LED BEACON, LIGHT BAR, TOGGLE SWITCH
6996	12/10/2018	Claims	2	98319	MARY SOLIS	74.64	Refund Utility Deposit
6997	12/10/2018	Claims	2	98320	STAR RENTALS	289.22	SPRAY PAINT; FLO PINK, WHITE, FLO GREEN, FLO BLUE
6998	12/10/2018	Claims	2	98321	UNION GAP SCHOOL DISTRICT NO. 2	5,067.23	STEM PROGRAM REIMBURSEMENT
6999	12/10/2018	Claims	2	98322	UNION GAP WATER FUND & SEWER	2,785.89	AG MUSEUM FINAL BILL-2018; CIVIC CENTER & FIRE DEPT-11/2018; 4401 MAIN STREET & PARKS
7000	12/10/2018	Claims	2	98323	UNUM LIFE INSURANCE	111.30	LEOFF 1 LONG TERM CARE-12/01/2018-12/31/2018
7001	12/10/2018	Claims	2	98324	VERIZON WIRELESS - CH #742100945-0001	488.08	CH/COUNCIL-11/2018
7002	12/10/2018	Claims	2	98325	VERIZON WIRELESS - PD #342054055	2,936.55	PHONES 8/14-9/13 2018; PHONES 9/14-10/13 2018; PHONES 10/14-11/13 2018
7003	12/10/2018	Claims	2	98326	VERIZON WIRELESS - PD2#672326319	2,522.28	MODEMS 8/14-9/13 2018; MODEMS 9/14-10/13 2018; MODEMS 10/14-11/13 2018
7004	12/10/2018	Claims	2	98327	VERIZON WIRELESS - PW #542075407	360.98	PW-10/16/2018-11/15/2018
7005	12/10/2018	Claims	2	98328	WA ASSN OF SHERIFFS &	300.00	WASPC FALL CONFERENCE COBB
7006	12/10/2018	Claims	2	98329	WA STATE DEPT OF AGRICULTURE	165.00	PESTICIDE LICENSE RENEWAL; BUNTING, MCRAE, HENNESSY, DELVO, BRYANT

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7007	12/10/2018	Claims	2	98330	WA STATE DEPT OF TRANSPORTATION	472.11	SIGNAL MAINTENANCE, REPAIR & ADDITIONS; OCTOBER 2018
7008	12/10/2018	Claims	2	98331	BARRY M WOODARD	12,000.00	PUBLIC DEFENDER-11/2018
7009	12/10/2018	Claims	2	98332	YAKIMA CO DISTRICT COURT	18,915.83	MUNICIPAL COURT OPERATIONS-11/2018
7010	12/10/2018	Claims	2	98333	YAKIMA COOPERATIVE ASSN	944.05	11.14.18; ICE AWAY TURBO MAX GREEN
7011	12/10/2018	Claims	2	98334	YAKIMA VALLEY SPORTS COMMISSION	5,625.00	4TH QTR SPORT MANAGEMENT 2018
7012	12/10/2018	Claims	2	98335	YAKIMA VALLEY TOURISM	8,000.00	TOURISM PROMOTION CONTRACT-4TH QUTER
7013	12/05/2018	Claims	2	98336	MEDSTAR CABULANCE,	71,097.88	DIAL A RIDE/FIXED ROUTE-11/2018
7015	12/05/2018	Claims	2	98338	MH CONSTRUCTION	330,860.27	CIVIC CAMPUS #16
7016	12/05/2018	Claims	2	98339	ROBERT R NORTHCOTT	1,160.00	PUBLIC DEFENDER-11/27/2018-12/04/2 018

001 Current Expense Fund	66,255.58
101 Street Fund	4,063.13
106 Parks & Recreation Fund	1,887.14
107 Convention Center Reserve Fund	42,715.71
108 Tourism Promotion Area Fund	2,083.00
116 City Hall Building Reserve Fund	330,860.27
121 Street Development Reserve Fund	7,783.98
123 Criminal Justice Fund	4,746.75
124 Infrastructure Reserve Fund	11,275.90
128 Transit System Fund	71,109.94
132 Community Events Fund	380.00
133 Marijuana Excise Tax Fund	5,067.23
304 VMB Improvement Fund	19,218.42
401 Water Fund	5,588.39
402 Garbage Fund	87,976.33
403 Sewer Fund	17,779.28
404 Water Improvement Reserve	3,385.49
414 Water Deposits	2,118.48

684,295.02	Claims:	684,295.02
684,295.02		

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6922	12/10/2018	Claims	2	EFT	US BANK CARDMEMBER SVC	209.63	#9642 SUPERIOR SMOKE FLUID 1 GALLON SIZE; WIRELESS REMOTE; BOLTS, NUTS, DRILL BIT ACO/CODES VEH; RETURN OF PANTS; ALSKA MISC - FISHER
					001 - 511 60 31 01 - SUPPLIES	-52.25	
					001 - 511 60 49 00 - MISCELLANEOUS	11.20	
					403 - 531 30 31 00 - STORMWATER - SUPPLIES	183.49	
					001 - 554 30 21 00 - UNIFORMS & EQUIPMENT	-43.28	
					001 - 554 30 31 00 - SUPPLIES - ANIMAL CONTI	110.47	
6923	12/10/2018	Claims	2	EFT	US BANK CARDMEMBER SVC	5,949.56	#9627 AUTOCAD CIVIL 3D GOVERNMENT SINGLE USER ANNUAL SUBSCRIPTION RENEWAL 11.07.18 THRU 11.06.19; COMPUTER & MONITORS - PW FOREMAN; COFFEE MAKER; COUNCIL MEETING SNACK; #9627 WELL CHARTS; GRAINGER ORD
					001 - 511 60 31 01 - SUPPLIES	4.73	
					001 - 511 60 31 01 - SUPPLIES	21.60	
					001 - 511 60 31 01 - SUPPLIES	9.70	
					001 - 511 60 31 01 - SUPPLIES	35.76	
					001 - 511 60 49 00 - MISCELLANEOUS	8.93	
					001 - 513 10 31 00 - SUPPLIES	4.73	
					001 - 513 10 31 00 - SUPPLIES	35.76	
					001 - 513 10 41 01 - PROFESSIONAL SERVICES	290.52	
					001 - 514 23 31 00 - SUPPLIES	4.73	
					001 - 514 23 31 00 - SUPPLIES	35.76	
					001 - 514 30 31 00 - SUPPLIES	4.73	
					001 - 514 30 31 00 - SUPPLIES	35.76	
					001 - 514 30 43 00 - TRAVEL	178.59	
					001 - 514 30 43 00 - TRAVEL	8.79	
					001 - 514 30 43 00 - TRAVEL	21.69	
					001 - 517 91 31 00 - SUPPLIES	269.04	
					001 - 521 10 31 00 - PD ADMIN SUPPLIES	4.73	
					001 - 521 10 31 00 - PD ADMIN SUPPLIES	35.76	
					001 - 521 10 43 00 - PD ADMIN TRAVEL	481.05	
					001 - 521 22 31 00 - PATROL SUPPLIES	4.73	
					001 - 521 22 32 00 - PATROL FUEL	77.78	
					001 - 521 40 43 00 - PD TRAINING TRAVEL	24.42	
					001 - 524 20 31 00 - SUPPLIES	2.36	
					001 - 524 20 31 00 - SUPPLIES	35.76	
					001 - 524 20 49 00 - MISCELLANEOUS	426.98	
					401 - 534 50 31 00 - SUPPLIES	0.92	
					401 - 534 50 31 00 - SUPPLIES	129.32	
					401 - 534 50 31 00 - SUPPLIES	35.76	
					401 - 534 50 49 00 - MISCELLANEOUS	426.98	
					403 - 535 50 31 00 - SUPPLIES	0.95	
					403 - 535 50 31 00 - SUPPLIES	35.76	
					403 - 535 50 48 00 - REPAIRS & MAINTENANCE	90.68	
					403 - 535 50 49 00 - MISCELLANEOUS	426.98	
					402 - 537 50 31 00 - SUPPLIES	0.95	
					402 - 537 50 31 00 - SUPPLIES	35.76	
					101 - 542 30 49 00 - MISCELLANEOUS	427.00	
					101 - 543 30 31 00 - SUPPLIES	0.95	
					101 - 543 30 31 00 - SUPPLIES	35.76	
					001 - 558 60 31 00 - SUPPLIES	2.36	
					001 - 558 60 31 00 - SUPPLIES	35.76	
					001 - 558 60 49 00 - MISCELLANEOUS	426.97	
					132 - 573 94 44 00 - HOLIDAY PARADE-ADVER	380.00	
					001 - 576 80 31 00 - SUPPLIES	0.95	

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			001 - 576 80 31 00 -		SUPPLIES	35.79	
			401 - 594 34 64 00 -		MACHINERY & EQUIPMEN	338.89	
			403 - 594 35 64 00 -		MACHINERY & EQUIPMEN	338.89	
			402 - 594 37 64 01 -		MACHINERY & EQUIPMEN	338.90	
			101 - 595 43 64 00 -		MACHINERY & EQUIPMEN	338.89	
6944	12/03/2018	Claims	2		EFT MERCHANT SERVICES	656.70	CREDIT CARD PAYMENTS FEE - 11/2018
			401 - 534 50 49 00 -		MISCELLANEOUS	218.90	
			403 - 535 50 49 00 -		MISCELLANEOUS	218.90	
			402 - 537 50 49 00 -		MISCELLANEOUS	218.90	
6953	12/04/2018	Claims	2		EFT CHASE PAYMENTECH	702.19	TR ONLINE CREDIT CARD FEES - 11/2018; UB ONLINE CREDIT CARD FEES - 11/2018
			001 - 518 20 49 00 -		MISCELLANEOUS	19.31	
			401 - 534 50 49 00 -		MISCELLANEOUS	214.76	
			403 - 535 50 49 00 -		MISCELLANEOUS	214.76	
			402 - 537 50 49 00 -		MISCELLANEOUS	214.75	
			001 - 558 60 49 00 -		MISCELLANEOUS	19.30	
			001 - 576 80 49 00 -		MISCELLANEOUS	19.31	
6954	12/10/2018	Claims	2		EFT CENTURY LINK - LD	66.02	CIVIC CENTER LONG DISTANCE- 10/08/18-11/07/2018
			001 - 511 60 42 01 -		COMMUNICATION	5.28	
			001 - 513 10 42 01 -		COMMUNICATION	15.23	
			001 - 514 23 42 00 -		COMMUNICATIONS	5.28	
			001 - 514 30 42 00 -		COMMUNICATIONS	5.28	
			001 - 524 20 42 00 -		COMMUNICATION	5.28	
			001 - 528 80 42 00 -		COMMUNICATION	5.28	
			401 - 534 50 42 00 -		COMMUNICATION	4.79	
			403 - 535 50 42 00 -		COMMUNICATION	4.73	
			402 - 537 50 42 00 -		COMMUNICATION	5.28	
			101 - 543 30 42 00 -		COMMUNICATION	4.73	
			001 - 558 60 42 00 -		COMMUNICATION	4.86	
6955	12/10/2018	Claims	2		EFT CENTURY LINK	1,888.39	BOOSTER PUMP STATION-11/2018; SENIOR CENTER-11/2018; CIVIC CENTER FAX-11/2018; FIRE DEPT HOTLINE-11/2018; CIVIC CAMPUS PHONE LINE-11/2018; PUBLIC WORKS-11/2018; AG MUSEUM-11/2018; PW SHOP-11/2018; CIV
			001 - 511 60 42 01 -		COMMUNICATION	6.46	
			001 - 511 60 42 01 -		COMMUNICATION	6.08	
			001 - 513 10 42 01 -		COMMUNICATION	5.30	
			001 - 513 10 42 01 -		COMMUNICATION	4.98	
			001 - 514 23 42 00 -		COMMUNICATIONS	7.88	
			001 - 514 23 42 00 -		COMMUNICATIONS	7.42	
			001 - 514 30 42 00 -		COMMUNICATIONS	7.88	
			001 - 514 30 42 00 -		COMMUNICATIONS	7.42	
			001 - 518 20 42 00 -		COMMUNICATION	612.39	
			001 - 518 20 47 00 -		UTILITIES/CITY HALL	53.97	
			001 - 522 10 42 00 -		COMMUNICATION	62.01	
			001 - 524 20 42 00 -		COMMUNICATION	16.28	
			001 - 524 20 42 00 -		COMMUNICATION	15.32	
			001 - 528 80 42 00 -		COMMUNICATION	12.92	
			001 - 528 80 42 00 -		COMMUNICATION	12.16	
			401 - 534 50 42 00 -		COMMUNICATION	54.02	
			401 - 534 50 42 00 -		COMMUNICATION	12.92	
			401 - 534 50 42 00 -		COMMUNICATION	12.16	
			401 - 534 50 42 00 -		COMMUNICATION	29.16	
			401 - 534 50 42 00 -		COMMUNICATION	51.88	
			401 - 534 50 42 00 -		COMMUNICATION	360.30	
			403 - 535 50 42 00 -		COMMUNICATION	12.92	
			403 - 535 50 42 00 -		COMMUNICATION	12.16	

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		403 - 535 50 42 00 -		COMMUNICATION	29.16	
		403 - 535 50 42 00 -		COMMUNICATION	51.88	
		402 - 537 50 42 00 -		COMMUNICATION	16.28	
		402 - 537 50 42 00 -		COMMUNICATION	15.32	
		402 - 537 50 42 00 -		COMMUNICATION	29.16	
		402 - 537 50 42 00 -		COMMUNICATION	51.88	
		101 - 543 30 42 00 -		COMMUNICATION	12.92	
		101 - 543 30 42 00 -		COMMUNICATION	12.16	
		101 - 543 30 42 00 -		COMMUNICATION	29.14	
		101 - 543 30 42 00 -		COMMUNICATION	51.86	
		001 - 558 60 42 00 -		COMMUNICATION	17.47	
		001 - 558 60 42 00 -		COMMUNICATION	16.38	
		107 - 571 10 47 00 -		UTILITIES-AG MUSEUM	170.79	
6956	12/10/2018	Claims	2	EFT INTEGRA TELECOM	1,854.51	FIRE DEPT-12/03/2018-01/02/19
		001 - 518 20 42 00 -		COMMUNICATION	1,854.51	
6957	12/10/2018	Claims	2	EFT OFFICE DEPOT-CITY HALL	54.76	COMMAND STRIPS;TISSUE PAPER;POST-IT;HANGING FOLDER;FOLDER TABS;SHARPIE;DRAWER ORGANIZER.
		001 - 513 10 31 00 -		SUPPLIES	19.39	
		001 - 514 23 31 00 -		SUPPLIES	17.69	
		001 - 514 30 31 00 -		SUPPLIES	17.68	
6958	12/10/2018	Claims	2	EFT OFFICE DEPOT-PD	80.20	BINDERS/PAPER CLIPS /CLIPBOARDS/ SCISSORS/ PAPER
		001 - 521 21 31 00 -		INVESTIGATION SUPPLIES	58.33	
		001 - 528 80 31 00 -		OFFICE & OPERATING SUP	21.87	
6959	12/10/2018	Claims	2	98282 ABC FIRE CONTROL INC 2009	1,081.92	SERVICE & CERTIFY FIRE EXTINGUISHERS; SHOP & PARKS
		401 - 534 50 41 00 -		PROFESSIONAL SERVICES	199.98	
		403 - 535 50 41 00 -		PROFESSIONAL SERVICES	199.99	
		402 - 537 50 41 00 -		PROFESSIONAL SERVICES	199.98	
		101 - 542 30 41 00 -		PROFESSIONAL SERVICES	199.99	
		001 - 576 80 41 00 -		PROFESSIONAL SERVICES	281.98	
6960	12/10/2018	Claims	2	98283 ADVANCED TRAVEL EXP. FUND	516.44	REIMBURSE #1156; REIMBURSE #1161; REIMBURSE#1159; REIMBURSE#1160
		001 - 514 30 43 00 -		TRAVEL	183.12	
		001 - 514 30 43 00 -		TRAVEL	75.10	
		001 - 514 30 43 00 -		TRAVEL	183.12	
		001 - 514 30 43 00 -		TRAVEL	75.10	
6961	12/10/2018	Claims	2	98284 AMERIFUEL	2,271.50	FUEL 11/1-11/15 2018
		001 - 521 10 32 00 -		PD ADMIN FUEL	142.22	
		001 - 521 10 49 00 -		PD ADMIN MISCELLANEOU	57.62	
		001 - 521 21 32 00 -		INVESTIGATION FUEL	1,799.47	
		001 - 521 21 32 00 -		INVESTIGATION FUEL	45.57	
		001 - 521 21 32 01 -		LEAD TASK FORCE - FUEL	152.81	
		001 - 554 30 32 00 -		FUEL - ANIMAL CONTROL	73.81	
6962	12/10/2018	Claims	2	98285 ATLAS STAFFING INC	559.36	SEASONAL PARKS; WEEK ENDING 11.18.18
		001 - 576 80 41 00 -		PROFESSIONAL SERVICES	559.36	
6963	12/10/2018	Claims	2	98286 BASIN DISPOSAL OF YAKIMA LLC	86,635.35	GA/RCY-10/22/2018-11/21/2018
		402 - 537 60 49 00 -		CONTRACTED SERVICES	86,635.35	
6964	12/10/2018	Claims	2	98287 BELL, BROWN & RIO	7,500.00	CITY ATTORNEY-11/2018

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			001 - 515 30 41 01		- LEGAL SERVICES-CIVIL - C	7,500.00	
6965	12/10/2018	Claims	2	98288	CANON FINANCIAL SERVICES	186.10	COPIER LEASE SEPT 2018
			001 - 528 80 45 00		- OPERATING RENTALS & LJ	186.10	
6966	12/10/2018	Claims	2	98289	CASCADE VALLEY LUBE	41.07	#1020 BASIC SERVICE
			401 - 534 50 48 00		- REPAIRS & MAINTENANCE	16.43	
			403 - 535 50 48 00		- REPAIRS & MAINTENANCE	6.16	
			101 - 542 30 48 00		- REPAIRS & MAINTENANCE	6.16	
			101 - 542 66 48 00		- REPAIRS & MAINTENANCE	2.05	
			101 - 542 67 48 00		- REPAIRS & MAINTENANCE	2.05	
			101 - 542 70 48 00		- REPAIRS & MAINTENANCE	6.16	
			128 - 547 60 48 00		- REPAIRS & MAINTENANCE	2.06	
6967	12/10/2018	Claims	2	98290	CED	337.80	8' T12 SINGLE PIN; ELECTRONIC BALLAST
			401 - 534 50 48 00		- REPAIRS & MAINTENANCE	92.40	
			401 - 534 50 48 00		- REPAIRS & MAINTENANCE	49.08	
			403 - 535 50 48 00		- REPAIRS & MAINTENANCE	49.08	
			402 - 537 50 48 00		- REPAIRS & MAINTENANCE	49.08	
			101 - 542 30 48 00		- REPAIRS & MAINTENANCE	49.08	
			001 - 576 80 48 00		- REPAIRS & MAINTENANCE	49.08	
6968	12/10/2018	Claims	2	98291	CENTRAL PRE-MIX CONCRETE CO.	1,887.14	5/8" TOP COURSE / 11.09.18 / 148.19 TON; RCO SOCCER FIELD IMPROVEMENTS; 5/8" TOP COURSE / 11.13.18 / 46.14 TON; RCO SOCCER FIELD IMPROVEMENTS
			106 - 594 76 62 01		- IMPROVEMENTS-RCO-YP	1,439.07	
			106 - 594 76 62 01		- IMPROVEMENTS-RCO-YP	448.07	
6969	12/10/2018	Claims	2	98292	CENTRAL WA AG MUSEUM	24,500.00	2018 MUSEUM UPGRADES
			107 - 594 59 63 00		- IMPROVEMENTS-AG MUSE	24,500.00	
6970	12/10/2018	Claims	2	98293	CENTRAL WASHINGTON FAIR ASSOC.	2,083.00	MARKETING & SALES-12/2018
			108 - 557 30 44 01		- STATE FAIR PARK SALES F	2,083.00	
6971	12/10/2018	Claims	2	98294	D & G CLEANING	4,056.00	CIVIC CENTER & PD CLEANING SERVICE-11/2018
			001 - 518 31 41 00		- PROFESSIONAL SERVICES	4,056.00	
6972	12/10/2018	Claims	2	98295	DEXYP	310.27	PARK AD-11/01/2018-11/30/2018
			001 - 576 80 44 00		- ADVERTISING	301.05	
			001 - 576 80 49 00		- MISCELLANEOUS	9.22	
6973	12/10/2018	Claims	2	98296	E3 SOLUTIONS, INC	1,185.72	CARD READER TO MAN GATE/KEYPAD READER/SECURITY TO EVIDENCE ROOM/LABOR/MISC SUPPLIES
			123 - 594 21 64 23		- MACHINERY & EQUIPMEN	1,185.72	
6974	12/10/2018	Claims	2	98297	EXPRESS SERVICES INC	2,635.38	UGPD1-RECEPTIONIST; UGPD 1 - RECEPTIONIST WK-11/11/2018 & 11/18/18
			001 - 528 80 41 00		- PROF SERVICES	931.70	
			001 - 528 80 41 00		- PROF SERVICES	1,703.68	
6975	12/10/2018	Claims	2	98298	FINANCIAL CONSULTANTS INTERNATIONAL, Inc	3,561.03	F150 SPOLIGHT/ION SIDE OF RACK/TAURUS AEDEX/90 DEGREE LEDS
			123 - 594 21 64 23		- MACHINERY & EQUIPMEN	3,561.03	
6976	12/10/2018	Claims	2	98299	JOSEPH FORD	57.74	Refund Utility Deposit
			414 - 586 00 04 14		- DEPOSIT REFUND	57.74	Refund Utility Deposit

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6977	12/10/2018	Claims	2	98300	FRANK'S TIRE FACTORY	1,563.42	#3005 TIRE REPLACEMENT; #1012 BATTERY & WHEEL ALIGNMENT; PASS FLAT OFF; #1021 TIRES, SPIN, BALANCE
					403 - 531 30 48 00 - STORMWATER REPAIRS &	173.10	
					401 - 534 50 48 00 - REPAIRS & MAINTENANCE	21.39	
					401 - 534 50 48 00 - REPAIRS & MAINTENANCE	73.46	
					403 - 535 50 48 00 - REPAIRS & MAINTENANCE	21.39	
					403 - 535 50 48 00 - REPAIRS & MAINTENANCE	27.55	
					403 - 535 50 48 00 - REPAIRS & MAINTENANCE	980.87	
					101 - 542 30 48 00 - REPAIRS & MAINTENANCE	21.39	
					101 - 542 30 48 00 - REPAIRS & MAINTENANCE	27.55	
					101 - 542 66 48 00 - REPAIRS & MAINTENANCE	9.18	
					101 - 542 66 48 00 - REPAIRS & MAINTENANCE	9.18	
					101 - 542 70 48 00 - REPAIRS & MAINTENANCE	27.55	
					128 - 547 60 48 00 - REPAIRS & MAINTENANCE	9.19	
					001 - 576 80 48 00 - REPAIRS & MAINTENANCE	149.73	
					001 - 576 80 48 00 - REPAIRS & MAINTENANCE	11.89	
6978	12/10/2018	Claims	2	98301	GAP AUTO PARTS - PW	58.86	#1020 IGNITION & ENGINE FILTERS; 5W30 SYNTHETIC, HOWES DIESEL TREATMENT; 5W30 FEDERATED 5 QUART
					401 - 534 50 48 00 - REPAIRS & MAINTENANCE	6.68	
					403 - 535 50 48 00 - REPAIRS & MAINTENANCE	2.50	
					101 - 542 30 48 00 - REPAIRS & MAINTENANCE	2.50	
					101 - 542 66 48 00 - REPAIRS & MAINTENANCE	0.83	
					101 - 542 67 48 00 - REPAIRS & MAINTENANCE	0.83	
					101 - 542 70 48 00 - REPAIRS & MAINTENANCE	2.50	
					128 - 547 60 48 00 - REPAIRS & MAINTENANCE	0.81	
					001 - 576 80 48 00 - REPAIRS & MAINTENANCE	42.21	
6979	12/10/2018	Claims	2	98302	GARNER & GARNER CONSTRUCTION, LLC	1,048.66	Refund Utility Deposit
					414 - 586 00 04 14 - DEPOSIT REFUND	1,048.66	Refund Utility Deposit
6980	12/10/2018	Claims	2	98303	GRANITE CONSTRUCTION CO	184.72	CLASS G-WA (2601) 2.14 TN / 55552000 11.06.18
					101 - 542 30 31 00 - SUPPLIES	184.72	
6981	12/10/2018	Claims	2	98304	GRANT J HUNT CO	4,160.67	WA FESTIVAL HOTEL DOUBLE PAYMENT; DESIGN & MARKETING-10/2018; WA HOSPITALITY CONVENTION-11/2018
					107 - 557 30 41 01 - GRANT J. HUNT COL	3,750.00	
					107 - 557 30 43 01 - GRANT J HUNT TRAVEL	-262.06	
					107 - 557 30 43 01 - GRANT J HUNT TRAVEL	672.73	
6982	12/10/2018	Claims	2	98305	HLA ENGINEERING & LAND SURVEYING INC	35,367.85	PROFESSIONAL ENGINEERING AND LAND SURVEYING SERVICES
					401 - 534 50 41 00 - PROFESSIONAL SERVICES	698.00	
					401 - 534 50 41 00 - PROFESSIONAL SERVICES	2,244.75	
					404 - 534 50 49 49 - MISCELLANEOUS-WATER	3,385.49	
					403 - 535 50 41 00 - PROFESSIONAL SERVICES	2,244.75	
					101 - 543 30 41 00 - PROFESSIONAL SERVICES	591.00	
					101 - 543 30 41 00 - PROFESSIONAL SERVICES	75.00	
					304 - 595 10 41 02 - VMB - ENGINEERING/PROF	18,344.88	
					121 - 595 10 41 28 - MAIN ST PHASE I-PROF SV	2,351.59	
					121 - 595 10 41 40 - SAFE ROUTES TO SCHOOL	5,432.39	
6983	12/10/2018	Claims	2	98306	INTERSTATE BATTERIES	231.79	#3002 BATTERY X 2
					101 - 542 30 48 00 - REPAIRS & MAINTENANCE	11.59	
					101 - 542 66 48 00 - REPAIRS & MAINTENANCE	150.66	
					101 - 542 70 48 00 - REPAIRS & MAINTENANCE	46.36	

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			001 - 576 80 48 00 - REPAIRS & MAINTENANCE			23.18	
6984	12/10/2018	Claims	2	98307	KAZ TROPHIES & KAZUALS	357.00	PLAQUE;FROEHLICH & CANATSEY; BATHROOM SIGNS AND EMPLOYEE DOOR
			001 - 511 60 31 01 - SUPPLIES			283.49	
			001 - 518 20 31 00 - SUPPLIES			73.51	
6985	12/10/2018	Claims	2	98308	KNOBELS ELECTRIC INC	11,752.63	ELECTRICAL FOR LIFT STATION #3
			403 - 535 50 41 00 - PROFESSIONAL SERVICES			11,752.63	
6986	12/10/2018	Claims	2	98309	LOWES COMPANY INC	303.24	FLASHLIGHT, SCREWDRIVER SET, LAUNDRY SUPPLIES, SANITIZER, CLEANING SUPPLIES; BATTERIES, YARD STICK; 3/16-IN X 10 FT PROOF, LUMENS FOCUSING FLASH
			401 - 534 50 31 00 - SUPPLIES			27.05	
			401 - 534 50 31 00 - SUPPLIES			110.99	
			403 - 535 50 31 00 - SUPPLIES			27.05	
			402 - 537 50 31 00 - SUPPLIES			27.05	
			101 - 542 30 31 00 - SUPPLIES			27.05	
			001 - 576 80 31 00 - SUPPLIES			27.05	
			001 - 576 80 31 00 - SUPPLIES			57.00	
6987	12/10/2018	Claims	2	98310	M S MARTIN ENTERPRISES, INC.	108.36	NV3 WIRE HARNESS VEH 10
			001 - 521 22 48 00 - PATROL REPAIRS & MAIN			108.36	
6988	12/10/2018	Claims	2	98311	MANSFIELD ALARM CO INC	291.00	FIRE DEPT./CIVIC CENTER/ SECURITY -12/01/2018-02/28/2019
			001 - 518 20 41 00 - PROF. SERVICES			291.00	
6989	12/10/2018	Claims	2	98312	MH CONSTRUCTION, INC.	937.44	UTILITY DEPOSIT REFUND
			414 - 586 00 04 14 - DEPOSIT REFUND			937.44	
6990	12/10/2018	Claims	2	98313	NW SAFETY SIGNS INC.	11,275.90	FLAGGING SERVICES; BNSF 2018 PROJECT #TMI584; 10.15.18 THRU 10.18.18
			124 - 542 30 41 24 - PROF SERVICES/ST COMP 1			11,275.90	
6991	12/10/2018	Claims	2	98314	OFFICE SOLUTIONS NORTHWEST	126.30	COPY PAPER & FLAGS; CALCULATOR RIBBON
			001 - 511 60 31 01 - SUPPLIES			3.92	
			001 - 513 10 31 00 - SUPPLIES			0.21	
			001 - 514 23 31 00 - SUPPLIES			21.24	
			001 - 514 23 31 00 - SUPPLIES			20.48	
			001 - 514 30 31 00 - SUPPLIES			20.74	
			001 - 514 30 31 00 - SUPPLIES			20.47	
			001 - 521 10 31 00 - PD ADMIN SUPPLIES			0.41	
			001 - 524 20 31 00 - SUPPLIES			5.96	
			401 - 534 50 31 00 - SUPPLIES			7.65	
			403 - 535 50 31 00 - SUPPLIES			7.65	
			402 - 537 50 31 00 - SUPPLIES			7.65	
			101 - 543 30 31 00 - SUPPLIES			6.64	
			001 - 558 60 31 00 - SUPPLIES			2.04	
			001 - 576 80 31 00 - SUPPLIES			1.24	
6992	12/10/2018	Claims	2	98315	REPUBLIC PUBLISHING CO	1,010.70	AD FOR BIDS; VALLEY MALL BOULEVARD RESURACING PROJECT; SUMMARY OF ORD#2952;5953 & 2954; SUMMARY OF ORD#2955
			001 - 511 60 44 01 - ADVERTISING			79.13	
			001 - 511 60 44 01 - ADVERTISING			58.03	
			304 - 595 10 41 02 - VMB - ENGINEERING/PROF			873.54	

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6993	12/10/2018	Claims	2	98316	SHERWIN-WILLIAMS COMPANY	214.63	PAINT; PICNIC GREEN FOR PICNIC TABLES
					001 - 576 80 31 00 - SUPPLIES	214.63	
6994	12/10/2018	Claims	2	98317	SIRCHIE FINGER PRINT	60.49	GLOVES
					001 - 521 22 31 00 - PATROL SUPPLIES	60.49	
6995	12/10/2018	Claims	2	98318	SIX ROBBLEES INC	197.27	#3005 BACK HOE; LED BEACON, LIGHT BAR, TOGGLE SWITCH
					401 - 534 50 48 00 - REPAIRS & MAINTENANCE	19.73	
					403 - 535 50 48 00 - REPAIRS & MAINTENANCE	19.72	
					101 - 542 30 48 00 - REPAIRS & MAINTENANCE	19.73	
					001 - 576 80 48 00 - REPAIRS & MAINTENANCE	138.09	
6996	12/10/2018	Claims	2	98319	MARY SOLIS	74.64	Refund Utility Deposit
					414 - 586 00 04 14 - DEPOSIT REFUND	74.64	Refund Utility Deposit
6997	12/10/2018	Claims	2	98320	STAR RENTALS	289.22	SPRAY PAINT; FLO PINK, WHITE, FLO GREEN, FLO BLUE
					401 - 534 50 31 00 - SUPPLIES	57.84	
					403 - 535 50 31 00 - SUPPLIES	57.84	
					402 - 537 50 31 00 - SUPPLIES	57.84	
					101 - 542 30 31 00 - SUPPLIES	57.86	
					001 - 576 80 31 00 - SUPPLIES	57.84	
6998	12/10/2018	Claims	2	98321	UNION GAP SCHOOL DISTRICT NO. 2	5,067.23	STEM PROGRAM REIMBURSEMENT
					133 - 571 22 41 33 - SUMMER YOUTH - PROF S'	5,067.23	
6999	12/10/2018	Claims	2	98322	UNION GAP WATER FUND & SEWER	2,785.89	AG MUSEUM FINAL BILL-2018; CIVIC CENTER & FIRE DEPT-11/2018; 4401 MAIN STREET & PARKS
					001 - 518 20 47 00 - UTILITIES/CITY HALL	641.98	
					403 - 535 50 47 00 - UTILITIES	515.54	
					107 - 571 10 47 00 - UTILITIES-AG MUSEUM	259.25	
					001 - 576 80 47 00 - UTILITIES	1,369.12	
7000	12/10/2018	Claims	2	98323	UNUM LIFE INSURANCE	111.30	LEOFF 1 LONG TERM CARE-12/01/2018-12/31/2018
					001 - 521 10 22 00 - LEOFF 1 BENEFITS	111.30	
7001	12/10/2018	Claims	2	98324	VERIZON WIRELESS - CH #742100945-0001	488.08	CH/COUNCIL-11/2018
					001 - 511 60 42 01 - COMMUNICATION	320.08	
					001 - 513 10 42 01 - COMMUNICATION	56.00	
					001 - 514 23 42 00 - COMMUNICATIONS	56.00	
					001 - 514 30 42 00 - COMMUNICATIONS	56.00	
7002	12/10/2018	Claims	2	98325	VERIZON WIRELESS - PD #342054055	2,936.55	PHONES 8/14-9/13 2018; PHONES 9/14-10/13 2018; PHONES 10/14-11/13 2018
					001 - 528 80 42 00 - COMMUNICATION	948.45	
					001 - 528 80 42 00 - COMMUNICATION	1,029.56	
					001 - 528 80 42 00 - COMMUNICATION	958.54	
7003	12/10/2018	Claims	2	98326	VERIZON WIRELESS - PD2#672326319	2,522.28	MODEMS 8/14-9/13 2018; MODEMS 9/14-10/13 2018; MODEMS 10/14-11/13 2018
					001 - 528 80 42 00 - COMMUNICATION	840.73	
					001 - 528 80 42 00 - COMMUNICATION	840.82	
					001 - 528 80 42 00 - COMMUNICATION	840.73	

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7004	12/10/2018	Claims	2	98327	VERIZON WIRELESS - PW #542075407	360.98	PW-10/16/2018-11/15/2018
					401 - 534 50 42 00 - COMMUNICATION	72.20	
					403 - 535 50 42 00 - COMMUNICATION	72.20	
					402 - 537 50 42 00 - COMMUNICATION	72.20	
					101 - 542 30 42 00 - COMMUNICATIONS	72.20	
					001 - 576 80 42 00 - COMMUNICATION	72.18	
7005	12/10/2018	Claims	2	98328	WA ASSN OF SHERIFFS &	300.00	WASPC FALL CONFERENCE COBB
					001 - 521 40 49 00 - PD TRAINING MISCELLAN	300.00	
7006	12/10/2018	Claims	2	98329	WA STATE DEPT OF AGRICULTURE	165.00	PESTICIDE LICENSE RENEWAL; BUNTING, MCRAE, HENNESSY, DELVO, BRYANT
					101 - 542 70 49 00 - MISCELLANEOUS	123.75	
					001 - 576 80 49 00 - MISCELLANEOUS	41.25	
7007	12/10/2018	Claims	2	98330	WA STATE DEPT OF TRANSPORTATION	472.11	SIGNAL MAINTENANCE, REPAIR & ADDITIONS; OCTOBER 2018
					101 - 542 64 51 00 - INTERGOVERNMENTAL PF	472.11	
7008	12/10/2018	Claims	2	98331	BARRY M WOODARD	12,000.00	PUBLIC DEFENDER-11/2018
					001 - 515 91 41 03 - LEGAL SERVICES-PUBLIC	12,000.00	
7009	12/10/2018	Claims	2	98332	YAKIMA CO DISTRICT COURT	18,915.83	MUNICIPAL COURT OPERATIONS-11/2018
					001 - 512 50 51 01 - COURT SERVICE COSTS	18,915.83	
7010	12/10/2018	Claims	2	98333	YAKIMA COOPERATIVE ASSN	944.05	11.14.18; ICE AWAY TURBO MAX GREEN
					101 - 542 66 31 00 - SUPPLIES	944.05	
7011	12/10/2018	Claims	2	98334	YAKIMA VALLEY SPORTS COMMISSION	5,625.00	4TH QTR SPORT MANAGEMENT 2018
					107 - 557 30 44 00 - ADVERTISING-YAK VALLI	5,625.00	
7012	12/10/2018	Claims	2	98335	YAKIMA VALLEY TOURISM	8,000.00	TOURISM PROMOTION CONTRACT-4TH QUTER
					107 - 557 30 41 00 - YAKIMA VALLEY TOURISM	8,000.00	
7013	12/05/2018	Claims	2	98336	MEDSTAR CABULANCE, INC.	71,097.88	DIAL A RIDE/FIXED ROUTE-11/2018
					128 - 547 60 49 00 - TRANSIT SERVICE PAYME	71,097.88	
7015	12/05/2018	Claims	2	98338	MH CONSTRUCTION	330,860.27	CIVIC CAMPUS #16
					116 - 594 59 64 33 - USDA APP-CITY COMPLE	330,860.27	
7016	12/05/2018	Claims	2	98339	ROBERT R NORTHCOTT	1,160.00	PUBLIC DEFENDER-11/27/2018-12/04/201
					001 - 515 91 41 03 - LEGAL SERVICES-PUBLIC	1,160.00	
					001 Current Expense Fund	66,255.58	
					101 Street Fund	4,063.13	
					106 Parks & Recreation Fund	1,887.14	
					107 Convention Center Reserve Fund	42,715.71	
					108 Tourism Promotion Area Fund	2,083.00	
					116 City Hall Building Reserve Fund	330,860.27	
					121 Street Development Reserve Fund	7,783.98	
					123 Criminal Justice Fund	4,746.75	
					124 Infrastructure Reserve Fund	11,275.90	
					128 Transit System Fund	71,109.94	

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				132 Community Events Fund	380.00	
				133 Marijuana Excise Tax Fund	5,067.23	
				304 VMB Improvement Fund	19,218.42	
				401 Water Fund	5,588.39	
				402 Garbage Fund	87,976.33	
				403 Sewer Fund	17,779.28	
				404 Water Improvement Reserve	3,385.49	
				414 Water Deposits	2,118.48	
					<hr/>	
					684,295.02	Claims: 684,295.02