UNION GAP CITY COUNCIL REGULAR MEETING AGENDA MONDAY MARCH 8, 2021 – 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 February 22, 2021 as attached to the Agenda and maintained in electronic format

B. Approve Vouchers:

Claims Vouchers – EFT's, and Voucher No. 102506 through 102586 for March 8, 2021 in the amount of \$502,951.93

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

Public Works & Community Development

1.	Resolution No Public Works Surplus Vehicles
2.	Resolution No Agreement with Elegant Soccer League — 2021 Regular Soccer Season
3.	Resolution No HLA Local Agency A&E Professional Services Consultant Agreement, Main Street Reconstruction Phase 1 - Construction Services

- 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. ADJOURN REGULAR MEETING



City Council Communication

Meeting Date: March 8, 2021

From: Dennis Henne, Director of Public Works & Community Development

Topic / Issue: Resolution – Public Works Surplus Vehicles

SYNOPSIS: The Public Works Department has three late model vehicles that are due to be retired.

RECOMMENDATION: Declare vehicles surplus and authorize the Director of Public Works &

Community Development to sell vehicles at auction.

LEGAL REVIEW: City Attorney has reviewed this resolution.

FINANCIAL REVIEW: N/A

BACKGROUND INFORMATION:

1975 Ford Dump/Garbage Truck VIN C61DVW33434 Title #8866531213 1990 Dodge Maxi Van B3 Van VIN 2B7KB31Z8LK771374 Certificate #0035643110 1998 New Holland Tractor VIN 085352B Certificate #0724850907

ADDITIONAL OPTIONS: N/A

ATTACHMENTS: Resolution

CITY OF UNION GAP, WASHINGTON RESOLUTION NO. _____

A RESOLUTION declaring Public Works Department vehicles surplus and providing for disposition of the same.

WHEREAS, the City of Union Gap has determined that it no longer has the need for three vehicles in the Public Works Department; and,

WHEREAS, the City of Union Gap Public Works Department wishes to surplus and dispose of these vehicles;

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

<u>Section 1.</u> Union Gap Public Works Department vehicles are hereby declared surplus:

- 1975 Ford Dump/Garbage Truck / VIN C61DVW33434 / Title #8866531213
- 1990 Dodge Maxi Van B3 Van / VIN 2B7KB31Z8LK771374 / Cert. #0035643110
- 1998 New Holland Tractor / VIN 085352B / Cert. #0724850907

<u>Section 2.</u> The City is authorized to dispose of the above-listed vehicles in a commercially reasonable manner.

PASSED this 8th day of March, 2021.

	John Hodkinson, City Mayor
ATTEST:	APPROVED AS TO FORM:
Karen Clifton, City Clerk	Bronson Brown, City Attorney



City Council Communication

Meeting Date:

March 8, 2021

From:

Dennis Henne, Director of Public Works & Community Development

Topic/Issue:

Resolution – Elegant Soccer League – 2021 Regular Soccer Season

Facility Use Agreement

SYNOPSIS: The Elegant Soccer League would like to enter into a 2021 regular soccer season Facility Use Agreement (FUA) with the City. The FUA is for the fields at the Youth Activities Park for the 2021 season practices and league play games.

RECOMMENDATION: Adopt a Resolution authorizing the City Manager to sign a Facility Use Agreement with the Elegant Soccer League for 2021 regular soccer season.

LEGAL REVIEW: The City Attorney prepared this resolution.

FINANCIAL REVIEW: N/A

BACKGROUND INFORMATION: N/A

ADDITIONAL OPTIONS: N/A

ATTACHMENTS: 1. Resolution

2. Elegant Soccer League- 2021 soccer season Facility Use

Agreement

CITY OF UNION GAP, WASHINGTON RESOLUTION NO. ____

A RESOLUTION authorizing the City Manager to sign a Facility Use Agreement with the Elegant Soccer League for 2021 regular season soccer.

WHEREAS, the City of Union Gap owns and operates Youth Activities Park;

WHEREAS, the Elegant Soccer League wishes to utilize certain areas in the Youth Activities Park for 2021 regular season soccer practices and league play games;

WHEREAS, it is the desire of the City Council to permit Elegant Soccer League to use the Youth Activities Park subject to certain terms and conditions;

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

That the City Manager is authorized to sign a Facility Use Agreement with the Elegant Soccer League for 2021 regular season soccer.

PASSED this 8th day of March, 2021.

	John Hodkinson, Mayor
ATTEST:	APPROVED AS TO FORM:
Karen Clifton, City Clerk	Bronson Brown, City Attorney

CITY OF UNION GAP

and

ELEGANT SOCCER LEAGUE

2021 Regular Soccer Season ~ Facility Use Agreement

THIS AGREEMENT is made and dated this 8th day of March, 2021, by and between the CITY OF UNION GAP PARKS DEPARTMENT, hereinafter called the CITY, and Elegant Soccer League (Non-Profit Corporation UBI #604 457 863), hereinafter called the LEAGUE, upon the following terms and conditions:

1. PREMISES:

Upon approval of this agreement, the LEAGUE shall have the right to use the area of the Youth Activities Park (1000 Ahtanum Road; Union Gap, WA 98903) designated on the attached map (Attachment "A") as soccer fields, the designated restrooms, as well as all roads necessary for ingress and egress and those parking lots adjacent to said soccer fields and designated on the attached map as soccer parking for 2021 regular league practices and league play games. The LEAGUE will provide, one (1) week prior to the first game of the season, a map of the field configuration.

2. DURATION:

The LEAGUE shall have the right of use of the premises as the dates and fields under rental dates listed on Attachment "B".

- a. The LEAGUE shall have the right to conduct soccer games together with all activities incidental thereto.
- b. The LEAGUE shall vacate the fields and park by dusk, all field and parking areas shall be cleaned of garbage.

3. <u>CITY RESPONSIBILITIES:</u>

a. The CITY shall supply sufficient litter receptacles for the disposal of all litter and garbage.

4. MOWING:

The soccer fields shall be mowed no earlier than Monday and no later than Friday, before the scheduled event. If the LEAGUE requests an extra mowing the CITY shall mow the fields for the rate of \$54.00 per hour of mowing, to cover the labor and equipment costs.

5. IRRIGATION:

Irrigation shall be done, as needed, prior to the days of soccer play.

6. TOILET & HAND WASHING FACILITIES:

The CITY shall designate toilet facilities (Attachment "A") adjacent to the Soccer fields for the LEAGUE's use; said facilities shall be clean and stocked prior to the commencement of that day's soccer play. The LEAGUE shall be responsible for periodic inspections of the toilet facilities throughout the course of soccer activities at the park. The LEAGUE shall have access to toiletry supplies for restocking

the facilities during the LEAGUE's use. Upon the CITY's discretion regarding the usage of the park facility and location of the toilet facilities, a minimum of two (2) additional sani-cans may be required. Said sani-cans shall be provided by the LEAGUE and placed adjacent to soccer field activities with permission for the location obtained from the CITY. Cost of providing and maintaining the sani-cans shall be borne by the LEAGUE.

7. RECREATION VEHICLE (RV) PARKING / CAMPING:

RV camping is not authorized under this agreement.

8. <u>DUST CONTROL:</u>

The LEAGUE shall agree to reimburse the CITY the cost related to the use of a City water truck for the control of excessive dust.

9. DUMPSTERS / LITTER PICKUP:

The CITY will furnish garbage receptacles next to the designated soccer fields, parking lots and adjacent areas. The LEAGUE will be required to supply an additional garbage dumpster if the need arises. Cost of servicing one dumpster, used exclusively for Soccer, shall be borne by the LEAGUE. If the LEAGUE's volunteers fail to pick up the litter around the associated soccer fields and parking areas, the CITY shall pick up the litter. This extra service shall be charged at the standard rate and billed directly to the LEAGUE as an extra cost under this agreement.

10. LOST AND FOUND:

The CITY shall provide and set up a bin or barrel outside the storage facility. Any items found on the fields can be placed in this container by the LEAGUE volunteers. The CITY staff shall check the container and move the items to the CITY'S lost and found storage.

11. CONCESSION FEES:

Concession sites operated by the LEAGUE are not authorized under this agreement.

12. LIABILITY:

The LEAGUE shall secure public liability and employee insurance covering bodily injury and property damage in the sum of not less than \$1,000,000 single limit liability coverage. Said policies of insurance shall name the City of Union Gap and their officers and employees as an additional insured. A binder of the original said policy shall be delivered to the Director of Public Works and Community Development of the CITY, or his designee no later than fourteen (14) days prior to the event. If the coverage runs out, or is cancelled, this agreement is therewith cancelled.

13. INDEMNIFICATION:

The LEAGUE shall defend, indemnify and hold harmless the City of Union Gap, its agents and employees, from any and all liability, litigation, damage, loss, injury, expense or cost arising out of this agreement to any property, person or persons.

14. NON-DISCRIMINATION POLICY:

The CITY does not discriminate against any person on the basis of gender in the operation, conduct or administration of community athletic programs or sports facilities. The LEAGUE shall uphold the CITY's policy concerning community athletic programs conducted on or in the CITY's parks and recreation facilities. The City's "Non-Discrimination in Community Athletics Programs Policy"

(Attachment "C") was created for the purpose of providing equal access to public community athletic programs, and sports facilities, by prohibiting discrimination on the basis of gender.

15. PAYMENT:

a. The LEAGUE shall pay to the CITY the sum of \$4,158.00 (Attachment "B"), by delivery of same to the Director of the CITY or his designee; said fee is non-refundable. The LEAGUE shall provide a game schedule to the Director of the CITY or his designee, no later than fourteen (14) days prior to the beginning of the season; payment will be adjusted according to the actual hours of use. Payment for additional services, if any, shall be paid upon receipt of a billing of Additional Charges (Attachment "B-1").

16. DAMAGES:

If any repair or restoration work is needed, on the fields, as a result of use allowable within this agreement, the work shall be charged at standard rates and billed directly to the LEAGUE as an extra cost.

17. ASSIGNMENT-SUBLETTING:

This agreement shall be for the exclusive use and benefit of the LEAGUE for use of the soccer fields, adjacent areas, designated parking and restrooms. It cannot be transferred, shared or assigned without the expressed written consent of the CITY.

18. ADDITIONAL CONSIDERATION:

- a. The LEAGUE has the use of the designated parking area (Attachment "A"). It is the responsibility of the LEAGUE to keep soccer members from using undesignated parking area.
- b. If the soccer activity, planned by the LEAGUE, includes a series of games called a tournament, the CITY must be so notified in advance and a separate agreement must be prepared prior to the tournament.
- c. The LEAGUE is responsible for advising all members, of the park rules and regulations; a complete copy is on file with the LEAGUE. Specific attention must be given to the 10 M.P.H. speed limits, no parking on the grass rule and parking fees. Participants, and spectators, must park in designated parking areas only with parking passes visible and on display within their vehicles. The LEAGUE is responsible for advising all members, whose vehicles are parked without a valid parking pass, that they may be subject to a civil penalty of twenty-five dollars (\$25) as per Chapter 10.14.040 of the Union Gap Municipal Code. The LEAGUE is not allowed to charge any additional fees for parking.
- d. The LEAGUE is responsible for advising and keeping, all members, coaches, parents and spectators under control. Any type of nuisance is not permitted in City parks. If there shall be an issue, the LEAGUE must contact 9-1-1 and have all individuals involved immediately removed from park premises.
- e. Anyone associated with soccer that moves or removes tables, barbecues, etc., from any area in the park reserved for another group, or anyone associated with soccer who takes over any area of the park reserved for another group shall cause the LEAGUE to be

charged an extra cost. The cost shall include the fee for the reservation area plus the reservation area set-up costs and paperwork fees involved to reserve the area for another group.

- f. The City offers one season pass each, for a reduced price of \$25 to the Coach(s) specifically for conducting the duties associated with the LEAGUE soccer season. The LEAGUE shall submit to the CITY a list of eligible and active coach(s), prior to the beginning of the season. Passes shall be acquired at Union Gap City Hall between Monday and Thursday. Pass is valid in designated parking areas only during the current LEAGUE soccer season. Passes shall be visible within the coach's vehicle. All entry into the park, without a pass, shall be subject to the two-dollar (\$2.00) parking fee per day. Limit one pass per coach.
- g. The CITY offers one season pass each, at no cost, to the Referee(s) and Groundkeeper(s) specifically for conducting the duties associated with the LEAGUE soccer season. The LEAGUE shall submit to the CITY a list of eligible and active referee(s) and groundkeeper(s), prior to the beginning of the season. Passes shall be acquired at Union Gap City Hall between Monday and Thursday. Pass is valid in designated parking areas only during the current LEAGUE soccer season. Pass shall be visible within the referee's and groundkeeper's vehicle. All entry into the park, without a pass, shall be subject to the two-dollar (\$2.00) parking fee per day.
- h. A designated storage facility is not authorized under this agreement.
- i. The LEAGUE shall re-assess and make every effort to schedule games as to mitigate high flows of traffic exiting the park at one time. In the event that traffic flows exiting the park become a safety concern, the CITY will exercise the right to activate a traffic flagging plan consisting of at least one (1) certified Washington State Traffic Control Flagger. Cost of said flagger shall be the standard rate and borne by the LEAGUE and billed as Additional Charges (Attachment "B-1") under this agreement.
- j. Any additional use of soccer fields beyond what is detailed in Attachment "B" of this agreement by the LEAGUE shall be scheduled through the CITY's park reservation process and billed as Additional Charges (Attachment "B-1") under this agreement. Additional use must be reserved within five (5) business days prior to such use.
- k. The LEAGUE is responsible for abiding by all applicable laws and regulations.

19. EXIT INTERVIEW:

The CITY shall contact the LEAGUE as soon as possible, and no later than one (1) week following the facility use, to review each season, additional charges, and to prepare for subsequent events. Following the 2021 season and prior to the 2022 season, the CITY and LEAGUE shall be able to construct addendums to this agreement for the purpose of correcting serious concerns.

20. NOTICES:

All official notices required under this agreement shall be given as follows:

Elegant Soccer League City of Union Gap

Attn: Ciro Ramirez, President Attn: Dennis Henne, Director

309 S. 3rd Street P.O. Box 3008

Yakima, WA 98901 Union Gap, WA 98903

Email: elegantlandscaping2@gmail.com Email: dennis.henne@uniongapwa.gov

Telephone: 509.949.4752 Telephone: 509.225.3524

21. VERBAL AGREEMENT:

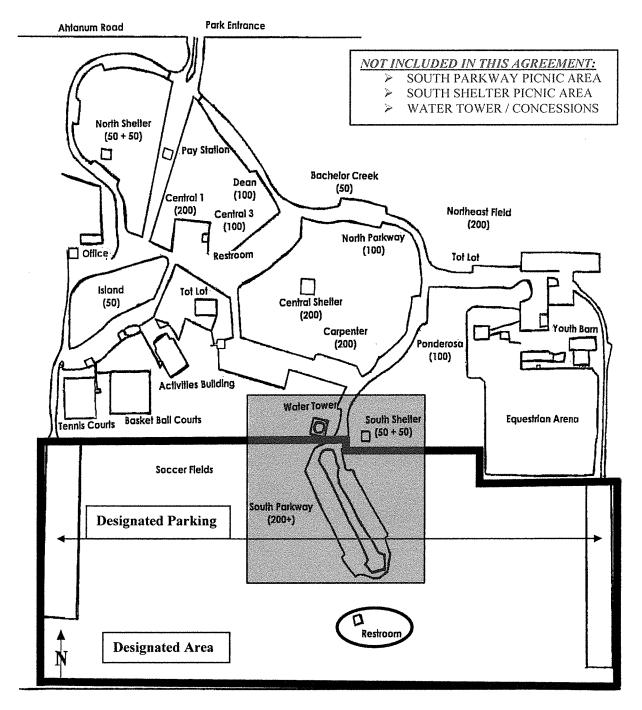
No alteration or variation to the terms of this agreement shall be valid unless made in writing and signed by the parties hereto. Oral understandings or agreements, not incorporated herein, shall not be binding, this writing constitutes the complete and final agreement of the parties with respect to the subject matter hereof.

Elegant Soccer League		City of Union Gap		
Ciro Ramirez, President	Date	Arlene Fisher, City Manager	Date	

ELEGANT SOCCER LEAGUE

03.17.2021 to 10.XX.2021

Designated Fields, Restrooms & Parking Area



ELEGANT SOCCER LEAGUE

Detail of Charges

March 17, 2021 thru May 30, 2021 Soccer Fields = 6		
Every Wednesday 6:00 p.m. to 8:00 p.m. = 2 hrs / 11 days = 132 hours X \$1.50 per hour =	\$	198.00
Every Thursday 6:00 p.m. to 8:00 p.m. = 2 hrs / 11 days = 132 hours X \$1.50 per hour =	\$	198.00
Every Friday 6:00 p.m. to 8:00 p.m. = 2 hrs / 11 days = 132 hours X \$1.50 per hour =	\$	198.00
Every Saturday 3:00 p.m. to 7:00 p.m. = 4 hrs / 11 days = 264 hours X \$1.50 per hour =	\$	396.00
Every Sunday 3:00 p.m. to 7:00 p.m. = 4 hrs / 11 days = 264 hours X \$1.50 per hour = Season #1 - March thru May Total	\$	396.00 1,386.00
June 2, 2021 thru October 31, 2021 Soccer Fields = 6		
Every Wednesday 6:00 p.m. to 8:00 p.m. = 2 hrs / 22 days = 264 hours X \$1.50 per hour =	\$	396.00
Every Thursday 6:00 p.m. to 8:00 p.m. = 2 hrs / 22 days = 264 hours X \$1.50 per hour =	\$	396.00
Every Friday 6:00 p.m. to 8:00 p.m. = 2 hrs / 22 days = 264 hours X \$1.50 per hour =	\$	396.00
Every Saturday 3:00 p.m. to 7:00 p.m. = 4 hrs / 22 days = 528 hours X \$1.50 per hour =	\$	792.00
Every Sunday 3:00 p.m. to 7:00 p.m. = 4 hrs / 22 days = 528 hours X \$1.50 per hour = Season #2 - June thru October Total Season 1 & 2 Total Youth Discount (10%)	\$	792.00 2,772.00 4,158.00
Youth Discount (10%) Sub Total	\$ \$	415.80 3,742.20
Due to COVID-19 non-use of fields * 2020 Season Pre-Payment Credit TOTAL DUE	\$	1,433.70 2,308.50

ATTACHMENT "B-1"

ELEGANT SOCCER LEAGUE

MARCH 17, 2021 THRU OCTOBER 31, 2021 Detail of Additional Charges

TOTAL (Billed monthly if applicable)					\$
Additional Dust Control		@	Actu	al Price	\$
Additional Mowing	4.1-21-1-1-1-1	X	\$54.00	Per hr	\$
Charges for Flagging Services	Water State of the Control of the Co	X	\$54.00	Per hr	\$
Additional Charges for Services		X	\$54.00	Per hr	\$

CITY OF UNION GAP – PARKS DEPARTMENT

Non-Discrimination in Community Athletics Programs Policy Adopted 10.22.13 by Resolution No. 1023

The City of Union Gap, in compliance with the mandates of RCW 49.60.505, adopts the following as its official policy concerning community athletics programs conducted on or in City of Union Gap parks and recreation facilities:

Purpose:

To establish policy and procedure to provide equal access to public community athletic programs, and sports facilities, by prohibiting discrimination on the basis of gender.

Policy:

The City of Union Gap does not discriminate against any person on the basis of gender in the operation, conduct or administration of community athletic programs or sports facilities.

Definitions:

Community Athletic Programs - Any athletic program that is organized for the purpose of training for and engaging in athletic activity and competition that is in any way operated, conducted, administered or supported by the City of Union Gap.

Sports Facilities – Any property owned, operated or administered by the City of Union Gap for the purpose of training for and/or engaging in athletic activity and competition.

Procedures:

- 1. Community Athletic Programs administered by the City of Union Gap Parks Department (a part of the Public Works Department) will be operated in a manner that promotes equal opportunities for females and males.
- 2. The City of Union Gap Parks Department will allocate and schedule Sports Facilities in a manner that provides equal access to all Community Athletic Programs.
- 3. This policy will be added as a provision of all lease or use agreements administered by the City of Union Gap Parks Department.
- 4. The City of Union Gap will not issue a lease or permit for use of any Sports Facility to a third party that discriminates against any person on the basis of gender in the operation, conduct or administration of a Community Athletic Program.

- 5. The policy will be posted on the City of Union Gap's website, along with the name, office address and office telephone number of any employee responsible for carrying out compliance with this policy.
- 6. This policy and the name, office address and office telephone number of any employee responsible for carrying out compliance with this policy will be included in all City of Union Gap publications that contain information about athletic programs or facilities operated or administered by the City of Union Gap.
- 7. If discrimination is determined, the City of Union Gap should take the appropriate corrective action.

Reporting:

Any citizen who feels she or he has been the victim of discriminatory treatment in violation of this policy should report this concern to the Director of Public Works & Community Development or City Manager for appropriate investigation.

Employees Responsible for Carrying out Compliance

City Administrator 102 W. Ahtanum Road 509.248.0432

Dennis Henne
Director of Public Works & Community Development
102 W. Ahtanum Road
509.225.3524
dennis.henne@uniongapwa.gov



City Council Communication

Meeting Date: March 8, 2021

From: Dennis Henne; Director of Public Works & Community Development

Topic/Issue: Resolution – HLA Local Agency A&E Professional Services Consultant

Agreement, Main Street Reconstruction Phase 1 - Construction Services

SYNOPSIS: Enter into a Local Agency A&E Professional Services Consultant Agreement, Main Street Reconstruction Phase 1 - Construction Services.

HLA Engineering and Land Surveying, Inc. to perform Construction Engineering Services for the Main Street Reconstruction Phase 1 Project.

RECOMMENDATION: Approve a resolution authorizing the City Manager to sign a Local Agency A&E Professional Services Consultant Agreement with HLA Engineering and Land Surveying, Inc. on the Main Street Reconstruction Phase 1 Project.

LEGAL REVIEW: The City Attorney reviewed this resolution.

FINANCIAL REVIEW:

BACKGROUND INFORMATION: Discussed at the 3/1/21 Public Works & Community Development Work Shop Meeting.

ADDITIONAL OPTIONS: N/A

ATTACHMENTS: 1. Resolution

2. Local Agency A&E Professional Services Consultant Agreement, Main Street

Reconstruction Phase 1 - Construction Services

CITY OF UNION GAP, WASHINGTON RESOLUTION NO. ____

A RESOLUTION authorizing the City Manager to sign a Local Agency A & E Professional Services Consultant Agreement, Main Street Reconstruction Phase 1 - Construction Services with HLA Engineering and Land Surveying, Inc.

WHEREAS, the City desires to accomplish work referenced in the Description of Work on page 1 in the agreement and does not have sufficient staff to meet the required commitment; and

WHEREAS, HLA Engineering and Land Surveying, Inc. represents that they comply with the Washington State Statutes relating to professional registration and has signified a willingness to furnish consulting services to the City.

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

The City Manager is authorized to sign the Local Agency A & E Professional Services Consultant Agreement, Main Street Reconstruction Phase 1 - Construction Services with HLA Engineering and Land Surveying, Inc.

PASSED this 8th day of March, 2021.

	John Hodkinson, 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

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HIA Engin	tion Legal Name (do not use dba's):	
1 Truck Pinkin	eering and Land Surveying, Inc. (HLA)	
Address		Federal Aid Number
2803 River	Road, Yakima, WA 98902	STPUS-4579(012)
UBI Number		Federal TIN
600517737		91-1237188
Execution Date	9	Completion Date
		12/31/2023
1099 Form Re	quired	Federal Participation
Yes	 ✓ No	✓ Yes No
Project Title		
City of Unio	on Gap Main Street Reconstruction Phase 1	
Description of	Work	
illumination	, traffic signal, and full width HMA.	new curb and gutter, sidewalk, storm drainage,
	✓ No DBE Participation	
Yes		Total Amount Authorized: \$94,340.00
Yes	No MBE Participation	Management Reserve Fund: \$0
		·
Yes Yes	No MBE Participation No WBE Participation No SBE Participation	Management Reserve Fund: \$0

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.

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.

In the absence of a mandatory UDBE, the Consultant shall continue their outreach efforts to provide SBE firms maximum practicable opportunities.

The CONSULTANT, on a monthly basis, shall enter the amounts paid to all firms (including Prime) involved with this AGREEMENT into the <u>wsdot.diversitycompliance.com program</u>. Payment information shall identify any DBE <u>Participation</u>. Non-minority, woman owned DBEs does not count towards UDBE goal attainment.

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: Dennis Henne Agency: City of Union Gap Address: 102 W. Ahtanum Rd.

City: Union Gap State: WA Zip: 98903

Email: Dennis.Henne@uniongapwa.gov

Phone: 509-248-0432

Facsimile:

If to CONSULTANT:

Name: Michael Battle

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.

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 A&E 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 <u>A&E</u> 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. (excluding Meals, which are reimbursed at the per diem rates identified in this section) 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.

- 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.

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

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

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.

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.

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 subconsultant 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: Dennis Henne

Agency: City of Union Gap Address: 102 W. Ahtanum Rd.

City: Union Gap State: WA Zip: 98903

Email: Dennis.Henne@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.

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.

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.

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, scribblings, recordings, visual displays, photographs, minutes of meetings,

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.

Theodole W. Gooler	February 23, 2021	
Signature	Date	
Signature	Date	

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

Federal Aid No. STPUS-4579(012)

Services During Construction:

- 1. Coordinate and conduct preconstruction conference followed by issuance of notice to proceed.
- 2. Furnish the field survey crew to set horizontal and vertical control for the Project.
- 3. Provide staking for construction, including structures, curb and gutter, sidewalk, illumination, and subgrade elevations.
- 4. Provide submittal review for Project materials as provided by the Contractor per the Project specifications.
- 5. Attend construction meetings associated with civil improvements, anticipated once per week during construction of the improvements.
- 6. Furnish a qualified resident engineer (inspector) to observe construction and be at the Project site during all significant work. The resident engineer shall provide surveillance of construction for substantial compliance with plans and specifications.
- 7. Prepare daily construction progress reports and weekly statement of working days for days the resident engineer is present.
- 8. Recommend monthly progress payments for the Contractor to the City of Union Gap (City).
- 9. Prepare and submit proposed contract change orders when applicable.
- 10. Monitor the Contractor's compliance with Federal and State labor standards.
- 11. Conduct final inspection and prepare punch list of items to be addressed by the Contractor.
- 12. Prepare record drawings of civil-related improvements based on the Contractor's as-built plans.
- 13. Assist the Agency with STP and TIB funding reimbursement requests.

Additional Services:

1. Provide professional engineering and land surveying services for additional work requested by the City that is not included above.

Items to be Furnished and Responsibility of City:

- 1. Provide full information as to City requirements of the Project.
- 2. Pay for Project advertising, notices or other publication as may be required by the funding source.
- 3. Assist HLA by providing all available information pertinent to the Project, including previous reports, drawings, plats, surveys, utility records, and any other data relative to construction of the Project.
- 4. Pay for all necessary testing not paid by the Contractor.
- 5. Pay for permit fees.

None.

Exhibit C 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.

D.	Specify the Agency's Right to Review Product with the Consultant
	The Agency will review the product following preliminary plan completion and just prior to final plan completion.
	•
E.	Specify the Electronic Deliverables to Be Provided to the Agency
	Contract Documents.
F.	Specify What Agency Furnished Services and Information Is to Be Provided
	A. Provide full information as to Agency requirements of the Project.
	B. Assist consultant 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 consultant, and provide written decisions within a reasonable time as not to delay the work of the consultant.
	D. Obtain approval of all governmental authorities having jurisdiction over the project, and approvals and consents from other individuals or bodies as necessary for completion of the Project. Pay all review fees and costs associated with obtaining such approvals.
	E. Pay for project bid advertisement costs.

П.	Any Other Electronic Files to Be Provided
	On file at Engineer's Office.
Ш.	Methods to Electronically Exchange Data
	Microsoft OneDrive administered through consultant's office, or other FTP site software.
	Microsoft OneDrive administered through consultant's office, or other FTP site software.
	Microsoft OneDrive administered through consultant's office, or other FTP site software.
	Microsoft OneDrive administered through consultant's office, or other FTP site software.
	Microsoft OneDrive administered through consultant's office, or other FTP site software.
	Microsoft OneDrive administered through consultant's office, or other FTP site software.
	Microsoft OneDrive administered through consultant's office, or other FTP site software.

	N/A
В.	Electronic Messaging System
C.	File Transfers Format N/A

A. Agency Software Suite

Exhibit D Prime Consultant Cost Computations

See attached Exhibit D.

Exhibit D

Consultant Fee Determination - Summary Sheet (Lump Sum, Cost Plus Fixed Fee, Cost Per Unit of Work)

<u>Project: Main Street Reconstruction - Phase 1 (Union Gap)</u> Construction Services

Direct Salary Cost (DSC):

Direct Salary Cost (DSC).					
	Man				
<u>Classification</u>	<u>Hours</u>		<u>Rate</u>		<u>Cost (\$)</u>
Senior Principal Engineer	40	Х_	\$85.00	=	\$3,400.00
Licensed Professional Engineer	160	Х_	\$43.50	=	\$6,960.00
Licensed Professional Surveyor	40	Х	\$43.50	=	\$1,740.00
Resident Engineer	360	Х	\$38.50	=	\$13,860.00
Project Engineer	. 100	Х	\$42.00	=	\$4,200.00
Surveyor	80	х _	\$30.00	=	\$2,400.00
Contract Administrator	32	х _	\$35.00	=	\$1,120.00
Engineering Technician	16	Χ	\$23.00	=]	\$368.00
Word Processing Technician	10	х_	\$27.00	=	\$270.00
Total DSC = \$34,318.00 Overhead (OH Cost - including Salary Additives):					
OH Rate x DSC	136.71%	x	\$34,318.00	=	<u>\$46,916.14</u>
Fixed Fee (FF):					
FF Rate x DSC	35.00%	x	\$34,318.00	=	<u>\$12,011.30</u>
Reimbursables: Mileage (\$0.56/mile)	1955	v	\$0.56	=	\$1,094.80
	100	^	40.50	_	91,054.00
Grand Total					<u>\$94,340.24</u>
Prepared by: Stephen S. Hazzard, PE		<u>D</u>	ate: 2/22/20	021	

Exhibit E Sub-consultant Cost Computations

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

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

- 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: 13090C

Exhibit G Certification Documents

Exhibit G-1(a)	Certification of Consultant
Exhibit G-1(b)	Certification of 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
Exhibit G 4	Certificate of Current Cost or Pricing Data

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)	
Theodore W. Goole	February 23, 2021
Signature (Authorized Official of Consultant)	Date

Exhibit G-1(b)	Certification of Agency C	Official
I hereby certify that I	I am the:	
▼ AGENCY O	fficial	
Other		
or its representative l	of Union Gap, WA has not been required, directly or rying out this AGREEMENT to:	, and that the consulting firm indirectly as an express or implied condition in connection
a) Employ or ret	tain, or agree to employ to retain,	, any firm or person; or
b) Pay, or agree of any kind; e	to pay, to any firm, person, or orgexcept as hereby expressly stated	ganization, any fee, contribution, donation, or consideration (if any):
and the Federal High	way Administration, U.S. Depart ving participation of Federal-aid	the Washington State Department of Transportation ment of Transportation, in connection with this highway funds, and is subject to applicable State and
Cianatura		
Signature		Date

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)	
Theodore W. Gooder	February 23, 2021
Signature (Authorized Official of Consultant)	Date

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.

Consultant (Firm Name)		
Signature (Authorized Official of Consultant)	Date	

Exhibit G-4 Certificate of Current Cost or Pricing Data

2.101 of the Federal Acquisition Regulation (FAR) either actually or by specific identification in writing representative in support of	and belief, the cost or pricing data (as defined in section and required under FAR subsection 15.403-4) submitted, ag, to the Contracting Officer's are accurate, complete, and current
This certification includes the cost or pricing data s rate AGREEMENT's between the offer or and the	upporting any advance AGREEMENT's and forward pricing Government that are part of the proposal.
Firm:	
Signature	Title
Date of Execution***:	

^{*}Identify the proposal, quotation, request for pricing adjustment, or other submission involved, giving the appropriate identifying number (e.g. project title.)
**Insert the day, month, and year, when price negotiations were concluded and price AGREEMENT was reached.

^{***}Insert the day, month, and year, of signing, which should be as close as practicable to the date when the price negotiations were concluded and the contract price was agreed to.

To Be Used Only If Insurance Requirements Are Increased

The professional liability limit of the CONSULTANT to the AGENCY identified in Section XII, Legal Relations and Insurance of this Agreement is amended to \$

The CONSULTANT shall provide Professional Liability insurance with minimum per occurrence limits in the amount of \$

Such insurance coverage shall be evidenced by one of the following methods:

- · Certificate of Insurance.
- Self-insurance through an irrevocable Letter of Credit from a qualified financial institution.

Self-insurance through documentation of a separate fund established exclusively for the payment of professional liability claims, including claim amounts already reserved against the fund, safeguards established for payment from the fund, a copy of the latest annual financial statements; and disclosure of the investment portfolio for those funds.

Should the minimum Professional Liability insurance limit required by the AGENCY as specified above exceed \$1-million per occurrence or the value of the contract, whichever is greater, then justification shall be submitted to the Federal Highway Administration (FHWA) for approval to increase the minimum insurance limit.

If FHWA approval is obtained, the AGENCY may, at its own cost, reimburse the CONSULTANT for the additional professional liability insurance required.

Notes: Cost of added insurance requirements: \$

- Include all costs, fee increase, premiums.
- This cost shall not be billed against an FHWA funded project.
- · For final contracts, include this exhibit.

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.

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.

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 met 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 in needed regarding the claim procedures.

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

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
- Explanation regarding those areas in which the Agency does/does not agree with the consultant'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)

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.

CONSENT AGENDA

UNION GAP CITY COUNCIL REGULAR MEETING UNION GAP COUNCIL CHAMBERS

Union Gap, Washington February 22, 2021, Regular Meeting **MINUTES**

Call to Order Mayor Hodkinson called the Regular Meeting of the Union Gap City

Council to order at 6:00 p.m.

Council Members Present Council Members Murr, Wentz, Galloway, Hansen, Schilling, and Dailey

were present virtually.

Staff Present City Manager Fisher, Police Chief Cobb, Public Works and Community

> Development Director Henne, Civil Engineer Dominguez, Finance and Administration Director Clifton, City Attorney Brown, and Fire Chief

Markham were present.

Audience Present See attached list.

Consent Agenda Motion by Council Member Wentz, second by Council Member Galloway

to approve the consent agenda as follows.

Regular Council Meeting Minutes, dated February 8, 2021 as attached to the

Agenda and maintained in electronic format.

Payroll Vouchers – EFT's and Voucher No. 102458 through 102465 for

January, 2021 in the amount of \$449,760.57.

Claims Vouchers – EFT's and Voucher No. 102466 through 102504 for

February 22, 2021, in the amount of \$209,369.88.

USDA Loan Vouchers - EFT's for October, 2020 and January, 2021 in

the amount of \$228,614.

Motion carried unanimously.

Items from the Audience None.

General Items

Public Works &

Community Development

Resolution No. -21-08 – Motion by Council Member Galloway, second by Council Member Wentz YVCOG Professional

to approve Resolution No. -21-08 – authorizing the City Manager to sign

CITY OF UNION GAP REGULAR COUNCIL MEETING MINUTES – February 22, 2021

Service Agreement – Shoreline Master Plan Amendment #1	Yakima Valley Conference of Governments (YVCOG) Professional Services Agreement Amendment #1 for the Union Gap Shoreline Master Plan Update. Council Member Schilling asked if Mayor Hodkinson was still the Vice President of YVCOG. He replied that he was. Schilling then declined to vote.
	Voting on the motion – Ayes – Murr, Wentz, Galloway, Hansen, Dailey and Hodkinson. Schilling abstained. Motion passes.
Items from the audience	None.
City Manager Report	City Manager Fisher stated that our area has moved into phase 2, and will be doing a soft opening of the lobby March 1 st , but will not advertise until she is comfortable that we will remain in phase 2, and not have to revert back to phase 1.
Communications/Questions/ Comments	Council Member Schilling stated that she was at a local Church, and was told that they heard that we are not building a Community Center and Library. Schilling gave them a packet of information that she had on hand, and hopes that whomever gave them the wrong information will correct that, because we need things to positive not negative like that; Schilling also asked about the status on the Contract with the Library that is on hold. City Manager Fisher stated that City Attorney Bronson Brown, and herself are working on that issue, and asked City Attorney Brown to respond. Brown stated that he has been in contact with Mr. Slaughter with the Library and told him about the concerns of the Council in regards to contributing to Capital improvements. Slaughter replied that they haven't done that in the past, but would like to be a good partner with the City, and would be willing to have further discussion to look at that. Brown stated that it would be brought back to the Council to report.
Development of Next Agenda	None.
Adjournment of Meeting	Mayor Hodkinson adjourned the regular meeting at 6:11 p.m.
ATTEST:	Arlene Fisher-Maurer, City Manager
Karen Clifton, City Clerk	

CITY OF UNION GAP REGULAR UNION GAP COUNCIL MEETING SIGN IN SHEET

6:00 P.M. – February 22, 2021

NAME (Please Print)	(Date)	ADDRESS
Nava Visionia		
Dave Harlsen		
Julie Schilling		
Court Warkham	<i>~</i>	
Trade Milkit		
Jack Galloway		
Taxour music		
Bronson Brown		
Kathi Cluby		
MIKE Brown VPA	V	
	(f)	
HOLKA CAMA + COLO		
1/201 000 1/01		
John Hodinson		
Arlene Fisher		
Karen /litton		
David Dominauez		
Dennis Hender		
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City Council Communication

Meeting Date: March 8, 2021

From: Karen Clifton, Director of Finance and Administration

Topic/Issue: Claim Vouchers – March 8, 2021

SYNOPSIS: Claim Vouchers Dated March 8, 2021

RECOMMENDATION: Request Council to approve EFTs and Vouchers Nos. 102506 through

102586. In the amount of \$ 502,951.93.

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

CITY OF UNION GAP

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JANUARY 2021

01/01/2021 To: 03/31/2021

				U	1/01/2021 10: 03/31/2021		Page:
Trans	Date	Type	Acct #	War #	Claimant	Amount	Memo
960	03/08/2021	Claims	2	EFT	WA STATE DEPT OF REVENUE	13,387.03	EXCISE TAX - 02/2021
963	03/08/2021	Claims	2	EFT	XPRESS BILL PAY	438.59	ONLINE PAYMENTS FEE - 02/2021
971	03/01/2021	Claims	2	EFT	MERCHANT SERVICES	790.25	CREDIT CARD PAYMENTS FEE - 02/2021
979	03/08/2021	Claims	2	EFT	US BANK CARDMEMBER SVC	1,122.87	RETURN CALCULATOR TAPE; CIVIL PENALTY - TOLL FEE; MICROSOFT 365 - 12/19 - 01/18/21; RANGE SUPPLIES; SHIPPING - UGPD CASE 19U000610; EMPLOYEE RECOGNITION PLAQUE; WEBINAR-DIFFICULT CHAIR OR MEMBER; EMPL
981	03/08/2021	Claims	2	EFT	CENTURY LINK	1,181.24	SENIOR CENTER - 02/2021; PUBLIC WORKS - 02/2021; FIRE DEPT 02/2021; CIVIC CENTER PHONE LINE & FAX LINE - 02/2021; CIVIC CENTER TRUNK SVC - 02/2021
982	03/08/2021	Claims	2		OFFICE DEPOT-CITY HALL		INK CTG'S
983	03/08/2021	Claims	2	EFT	OFFICE DEPOT-PD	219.23	COPY PAPER; GEL PENS; DVD+R; NOTARY STAMP - CMORFIN
984	03/08/2021	Claims	2	EFT	VERIZON WIRELESS - PD2#672326319	520.40	MODEMS - FEB 2021
985	03/08/2021	Claims	2	EFT	VERIZON WIRELESS - PW #542075407	282.37	PW CELL SERVICE - 02/2021
986	03/08/2021	Claims	2	102506	A WORKSAFE SERVICE, INC	55.00	POST ACCIDENT DRUG TEST; ESCARENO OCHOA SERGIO
987	03/08/2021	Claims	2	102507	ABSOLUTE COMFORT TECHNOLOGY	346.24	SERVICE CALL - CIVIC CENTER - IT ROOM NOT COOLING
988	03/08/2021	Claims	2	102508	AMERICAN ROCK PRODUCTS		MAIN STREET RECON PH 1; PROGRESS ESTIMATE NO. 8; CONSTRUCTION PROJECT
989	03/08/2021	Claims	2	102509	AMERIFUEL	1,292,89	FUEL - FEB 02/16 - 02/28/2021
990	03/08/2021	Claims	2	102510	ATS AUTOMATION, INC		HVAC CIVC CENTER AGREEMENT - 03/01 - 05/01/2021
991	03/08/2021	Claims	2	102511	BASIN DISPOSAL OF YAKIMA LLC	88,922.42	GA/RCY - 02/2021
992	03/08/2021	Claims	2	102512	BELL, BROWN & RIO	7,500.00	CITY ATTORNEY - 02/2021
993	03/08/2021	Claims	2		CANON FINACIAL SERVICES	,	COPIER CONTRACT - FEB 2021
994	03/08/2021	Claims	2		CASCADE VALLEY LUBE	38.95	#1027 BASIC SERVICE
995	03/08/2021	Claims	2	102515	CENTRAL PRE-MIX CONCRETE CO.	182.70	2350 5/8" TOP COURSE
996	03/08/2021	Claims	2	102516	CENTRAL WA AG MUSEUM	1,132.16	AG MUSEUM UTILITIES - 02/2021
997	03/08/2021	Claims	2		CENTURY LINK - LD		LONG DISTANCE - 02/2021
998	03/08/2021	Claims	2		CINTAS CORP #605		CIVIC CENTER & PD MAT SVC - 02/26/2021
999	03/08/2021	Claims	2	102519	CITY OF YAKIMA	64,064.12	751088 WHOLESALE SEWER 3 PARTY AGREEMENT;

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Trans	Date	Туре	Acct #	War #	Claimant	Amount	Memo
1000	03/08/2021	Claims	2	102520	COLEMAN OIL COMPANY	5,628.15	FUEL THRU 01.31.21; PW/ CED FUEL- 03/21; FUEL THRU 02.28.21
1001	03/08/2021	Claims	2	102521	COLONIAL LAWN & GARDEN, INC.	993.32	CIVIC CENTER LAWN SVC - FEB 2021
1002	03/08/2021	Claims	2	102522	CORE & MAIN LP	460.92	ANG MTR CK TURBINE REG NEPTUNE RW5F13 1-1/2-2 HPT
1003	03/08/2021	Claims	2	102523	D & G CLEANING,LLC	8,234.00	CIVIC CENTER & PD CLEANING - 02/2021; CIVIC CENTER & PD CLEANING - 01/2021
1004	03/08/2021	Claims	2	102524	DEXYP	307.05	PARK AD - 02/2021
1005	03/08/2021	Claims	2	102525	DOOLEY ENTERPRISES INC	8,191.02	AMMO
1006	03/08/2021	Claims	2		DOUG'S ROOTER SERVICE, INC.		PD - DRINKING FOUNTAIN SERVICE CALL
1007 1008	03/08/2021 03/08/2021	Claims Claims	2 2		DTG ENTERPRISES INC. EUROFINS MICROBIOLOGY LABORATORES, INC		DEMO; WATER PROJECTS WW SAMPLING; YAKIMA FAMILY DENTAL & WA SAMPLING; 7 LOC; ENVIRO FEE/TOTAL COLIFORM COLILERT
1009	03/08/2021	Claims	2	102529	FASTENAL	209.83	POWDER FREE NITRILE GLOVES
1010	03/08/2021	Claims	2	102530	FEDERAL EASTERN INTERNATIONAL	127.49	VISION CARRIER
1011	03/08/2021	Claims	2	102531	FEI INC	50.20	BARBS; SPRAY TIP; PLUG PIPE; GASKET CAP SEAT;
1012		Claims	2		FIRESTONE TIRE & SERVICE CTRS		NEW TIRES - VEH 11
	03/08/2021	Claims	2		FRANK'S POINT S		VEH #2 - BATTERY
1014	03/08/2021	Claims	2	102534	G.S. LONG CO., INC.	ŕ	IMAZURON, GLYPHOSATE, ANTI FOAM GENESIS, GENESIS 90
	03/08/2021	Claims	2		GAP AUTO PARTS - PD		PD - ATV PARTS
1016	03/08/2021	Claims	2		GAP AUTO PARTS - PW		4PC PRY BAR SET; 14 IN UV BLACK NYLON TIE WRAP 120LB TENSILE STRENGTH; 25 PACK
1017	03/08/2021	Claims	2	102537	GEARJAMMER		FUEL - JAN 2021
1018	03/08/2021	Claims	2		GRANT J HUNT CO	,	DESIGN & MARKETING SVC - JAN - FEB - MAR 2021
1019	03/08/2021	Claims	2	102539	HLA ENGINEERING & LAND SURVEYING INC	ŕ	MAIN STREET RECON PH 1; S BROADWAY AREA SEWER EXTENSION GSP PHASE 3; WEST AHTANUM ROAD RECONSTRUCTION; GENERAL SVCS; LOCAL BRIDGE PROGRAM APPLICATION; EAST WASHINGTON AVENUE RESURFACING
1020	03/08/2021	Claims	2	102540	HYUNDAI OF YAKIMA		VEH 12 - LOF; VEH 26 -LOF/TIRE ROTATION/WIPER BLADES; VEH 119 - LOF/TIRE ROTATION; VEH 14 - LOF/BK PADS

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Trans	Date	Туре	Acct #	War #	Claimant	Amount	Memo
1021	03/08/2021	Claims	2	102541	ICMA RETIREMENT CORP.	250.00	#108800 ANNUAL PLAN FEE - 1ST QTR 2021
1022	03/08/2021	Claims	2	102542	INTERSTATE BATTERIES INC	71.37	BATTERY; RADAR SPEED SIGN ON AHTANUM NEAR INTERNATIONAL PAPER
1023	03/08/2021	Claims	2	102543	JUB ENGINEERS INC	35,818.86	PROF SVCS; S 10TH AVE BRIDGE REPLACEMENT 01.01.21 TO 01.30.21
1024	03/08/2021	Claims	2	102544	L & S FENCING	4.642.49	REPAIR CHAIN LINK FENCE
1025	03/08/2021	Claims	2	102545	LOWES COMPANY INC	252.80	FA BATTERY PHOTO SMOKE CO; OUTDOOR CORD 100 FT; SHOP ELECTRIC REPAIR PARTS; 42 GALLON 50 CT 3 ML CONTRACTOR BAGS; #2014 UTLY 25 FT YLW SJTW; 1/2 IN FIP X 3/8 IN COMP; TOILET FLAPPER;BATTERY
1026	03/08/2021	Claims	2	102546	LTI INC	5,558.80	NON CORROSION INHIBITED STANDARD GRADATION ROAD SALT; 71,820 LBS
1027	03/08/2021	Claims	2	102547	MANSFIELD ALARM CO INC	314.87	102 W AHTANUM -FIRE ALARM / ALARM MONITORING -03/01-05/31/2021; 107 W AHTANUM - FIRE TELEPHONE MONITORING -03/01-05/31/2021
1028	03/08/2021	Claims	2	102548	GUADALUPE MARTINEZ	52.00	Refund Utility Deposit
1029	03/08/2021	Claims	2	102549	MCKINNEY GLASS		#2013 WINDSHIELD REPAIR; VEH #12 - WINDSHEILD REPAIR
1030	03/08/2021	Claims	2	102550	MIWALL CORP	571.82	HORN 9MM; HORN 357 MAG
1031	03/08/2021	Claims	2	102551	ELFIGA MUNGUIA MENDOZA	31.74	Refund Utility Deposit
1032 1033	03/08/2021 03/08/2021	Claims Claims	2 2		ROBERT R NORTHCOTT OFFICE SOLUTIONS NORTHWEST	594.13	PUBLIC DEFENDER CYAN - INK CTG; LEGAL GREEN FOLDERS; COPY PAPER; INK CTG'S, PERFTED PAPER;; STOCK PAPER; MECHANICAL PENCIL;SEF-ADHESIVE FASTENERS; HEAVY DUTY CLASP ENVELOPES;SHARPIE PEN; COPY PAPER & INK CTG
1034 1035	03/08/2021 03/08/2021	Claims Claims	2 2		ONE CALL CONCEPTS INC OXARC INC		UTILITY LOCATES - 02/2021 BEST N DEX PLUS NITRILE GLOVES
1036	03/08/2021	Claims	2	102556	PACIFIC POWER	448.59	107 W. AHTANUM RD - 02/2021
1037	03/08/2021	Claims	2	102557	PAPÉ MATERIAL HANDLING	3.92	COTTER PIN; NUT
	03/08/2021	Claims	2		MALINDA PLEASANT		BARN DEPOSIT REFUND
1039	03/08/2021	Claims	2		POULIN'S, INC		ATV - CARBURATOR
1040	03/08/2021	Claims	2	102560	PREMIER POWER SPORTS		SNOW BLOWER PARTS
1041	03/08/2021	Claims	2	102561	QUADIENT FINANCE USA, INC.	500.00	POSTAGE - 02/2021
1042	03/08/2021	Claims	2	102562	REPUBLIC PUBLISHING CO		COUNCIL MEETING - 02/16/2021; LTAC MEETING NTC - 02/23/2021; COUNCIL MEETING NTC-02/22/2021

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124,513.65

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Trans	Date	Type	Acct #	War #	Claimant	Amount	Memo
1043	03/08/2021	Claims	2	102563	RWC INTERNATIONAL, LTD.	190.43	#2013 & #2014 HARNESS,
1044	03/08/2021	Claims	2	102564	DON C. SMITH	13.64	CABLE ASM ENG BLOCK HT LEOFF 1 RETIREE RX; LEOFF 1 RETIREE RX
1045	03/08/2021	Claims	2	102565	SUMMIT LAW GROUP PLLC	371.00	CITY OF UNION GAP
1046	03/08/2021	Claims	2	102566	THE JANITOR'S CLOSET	399.56	GENERAL LABOR TISSUE PAPER; HH TOWEL; F-FOLD TOWELS; CAN
1047	03/08/2021	Claims	2	102567	TRI-CITY HERALD	1,480.00	LINER BAGS; FOAM SOAP LATERAL POLICE & ENTRY POLICE AD
1048	03/08/2021	Claims	2		TRUE LAW GROUP, PS		PUBLIC DEFENDER
1049	03/08/2021	Claims	2	102569	U.S. LINEN & UNIFORM	581.56	UNIFORM SERVICE 01.04; 01.11; 01.18; 01.25; 2021
1050	03/08/2021	Claims	2	102570	UNION GAP PROPERTY, LLC	56.51	OVERPAYMENT REFUND; OVERPAYMENT REFUND
1051	03/08/2021	Claims	2	102571	UNION GAP WATER FUND & SEWER	1,680.53	CIVIC CENTER - 02/2021; FIRE DEPT 02/2021; PARKS & 4401 MAIN STREET - 02/2021
1052	03/08/2021	Claims	2	102572	UNUM LIFE INSURANCE	111.30	LEOFF 1 LONG TERM CARE - 02/2021
1053	03/08/2021	Claims	2	102573	UPPER YAKIMA VALLEY UTILITY	120.00	2021 ANNUAL DUES; YV UTILITY COORDINATING COUNCIL
1054	03/08/2021	Claims	2	102574	WA STATE DEPT OF LICENSING	93.00	CPL - SHORT PAID; CPLS - FEB 2021
1055	03/08/2021	Claims	2	102575	WA STATE DEPT OF TRANSPORTATION	1,095.77	SIGNAL MAINTENANCE, REPAIR & ADDITIONS; JANUARY 2021
1056	03/08/2021	Claims	2	102576	WA STATE TREASURER	12,586.90	CJRS - 01/2021
1057	03/08/2021	Claims	2	102577	SAVANNAH WALKER	73.35	OVERPAYMENT REFUND
1058	03/08/2021	Claims	2	102578	BARRY M WOODARD	12,000.00	PUBLIC DEFENDER - 02/2021
1059	03/08/2021	Claims	2	102579	YAKIMA CO AUDITOR	39.00	UTILITY LIEN RELEASE - LeBLANC/TATGE
1060	03/08/2021	Claims	2	102580	YAKIMA CO DEPT OF CORRECTIONS	20,828.40	INMATE HOUSING & MEDICAL - 01/2021
1061	03/08/2021	Claims	2	102581	YAKIMA CO TREAS PROSECUTING	193.15	CVC - 01/2021
1062	03/08/2021	Claims	2	102582	YAKIMA COOPERATIVE ASSN	483.16	BULK PROPANE; 282.80 GAL; ACTIVITIES BUILDING
1063	03/08/2021	Claims	2	102583	YAKIMA VALLEY CONFERENCE	1,587.00	SHORELINE MASTER PROGRAM - JAN 2021
1064	03/08/2021	Claims	2	102584	JEFF YELLOWOWL	104.79	Refund Utility Deposit
1065	03/08/2021	Claims	2		YORKS EXTERMINATING		PEST CONTROL - CIVIC CENTER
1067	03/08/2021	Claims	2	102586	DITCH WITCH WEST	5,757.05	NEW HAMMER HEAD 2.5" CAT PP D TOOL SERIAL # - 153395 / MODEL 26022
		001 Curr	ent Expense	Fund		96,892.65	
		101 Stree	t Fund			18,446.04	
			ention Cent			12,382.16	
			ism Promoti			332.33	
		I / I Nitmon	T I IOUGIOPM	ONT PACOW	A HING	1 1/1 5 1 2 6 6	

121 Street Development Reserve Fund

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Trans Date	Type Acct # War # Claimant	Amount Memo	
	123 Criminal Justice Fund	127.49	
	124 Infrastructure Reserve Fund	17,545.04	
	128 Transit System Fund	228.94	
	305 Regional Beltway Connector Fund	30,427.12	
	401 Water Fund	12,461.71	
	402 Garbage Fund	95,670.94	
	403 Sewer Fund	71,793.96	
	405 Sewer Improvement Reserve	21,941.37	
	414 Water Deposits	188.53	
	1	——— Claims:	502,951.93
		502,951.93	,

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Trans	Date	Туре	Acct #	War #	Claimant	*****	Amount	Memo
960	03/08/2021	Claims	2	EFT	WA STATE DEPT O REVENUE	F	13,387.03	EXCISE TAX - 02/2021
		001 - 511 6				0.26		
		001 - 524 2				8.12		
		401 - 534 5 403 - 535 5				4,622.01 3,093.50		
					AL TAXES	41.37		
		402 - 537 5				5,621.77		
3	03/08/2021	Claims	2	EFT	XPRESS BILL PAY		438.59	ONLINE PAYMENTS FEE - 02/2021
		401 - 534 5	50 49 00 - 1	MISCELL	ANEOUS	146.20		
		403 - 535 5				146.19		
		402 - 537 5	50 49 00 - 1	MISCELL	ANEOUS	146.20		
l	03/01/2021	Claims	2		MERCHANT SERV		790.25	CREDIT CARD PAYMENTS FEE - 02/2021
		401 - 534 5				263.42		
		403 - 535 5				263.41		
	03/00/2021	402 - 537 5				263.42		
9	03/08/2021	Claims	2	EFT	US BANK CARDME SVC	MBER	1,122.87	RETURN CALCULATOR TAPE; CIVIL PENALTY - TOLL FEE; MICROSOFT 365 - 12/19 - 01/18/21; RANGE SUPPLIES; SHIPPING - UGPD CASE 19U000610; EMPLOYEE RECOGNITION PLAQUE; WEBINAR-DIFFICULT CHAIR OR MEMBER; EMPL
		001 - 511 6				8.91		
		001 - 511 6				27.00		
		001 - 513 1 001 - 514 2				-1.27		
		001 - 514 2				-3.19 -1.91		
		001 - 517 9				449.29		
		001 - 517 9				56.02		
		001 - 517 9				103.39		
		001 - 517 9				71.41		
					N SUPPLIES	22.67		
					N COMMUNICATION MISCELLANEOL	163.43 30.00		
					N MISCELLANEOU	25.00		
					SK FORCE - FUEL	72.00		
		001 - 521 4	0 31 00 - H	PD TRAIN	ING SUPPLIES	34.58		
					ING SUPPLIES	20.54		
l	03/08/2021	001 - 521 4 Claims	0 43 00 - I 2		ING TRAVEL CENTURY LINK	45.00	1,181.24	SENIOR CENTER - 02/2021;
								PUBLIC WORKS - 02/2021; FIRE DEPT 02/2021; CIVIC CENTER PHONE LINE & FAX LINE - 02/2021; CIVIC CENTER TRUNK SVC - 02/2021
		001 - 518 2	0 42 00 - 0	COMMUN	IICATION	295.58		
		001 - 518 2				612.94		
		001 - 522 1				65.59		
		401 - 534 5 403 - 535 5				35.22 35.22		
		403 - 533 5				35.22 35.22		
		101 - 543 3				35.21		
		001 - 571 2				66.26		
2	03/08/2021	Claims	2	EFT	OFFICE DEPOT-CIT	Y HALL	70.09	INK CTG'S

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Trans	Date	Туре	Acct#	War #	Claimant		Amount	Memo	
			23 31 00 - 3 30 31 00 - 3			35.05 35.04			
983	03/08/2021	Claims	2	EFT	OFFICE DEPOT-P	D	219.23	COPY PAPER; GEL PENS; DVD+R; NOTARY STAMP - CMORFIN	
					N SUPPLIES	53.01			
			10 31 01 - I 22 31 00 - I		ICAL SUPPLIES SUPPLIES	127.79 38.43			
984	03/08/2021	Claims	2	EFT	VERIZON WIREL PD2#672326319	ESS -	520.40	MODEMS - FEB 2021	
		001 - 521	10 42 00 - 1	PD ADMI	N COMMUNICATION	520.40			
985	03/08/2021	Claims	2	EFT	VERIZON WIREL #542075407	ESS - PW	282.37	PW CELL SERVICE - 02/202	21
			50 42 00 - 0			56.47			
			50 42 00 - 0 50 42 00 - 0			56.47 56.47			
					NICATION NICATIONS	56.47			
			80 42 00 - 0			56.49			
986	03/08/2021	Claims	2	102506	A WORKSAFE SEI	RVICE,	55.00	POST ACCIDENT DRUG TE ESCARENO OCHOA SERGI	
		403 - 535 402 - 537 101 - 542	50 41 00 - I 50 41 00 - I 30 41 00 - I	PROFESS PROFESS PROFESS	IONAL SERVICES IONAL SERVICES IONAL SERVICES IONAL SERVICES IONAL SERVICES	11.00 11.00 11.00 11.00 11.00			
987	03/08/2021	Claims	2		ABSOLUTE COMI		346.24	SERVICE CALL - CIVIC	
			_	1010	TECHNOLOGY	. • • • • • • • • • • • • • • • • • • •	0.1012.	CENTER - IT ROOM NOT COOLING	
		001 - 518	20 48 00 - I	REPAIRS	& MAINTENANCE	346.24			
988	03/08/2021	Claims	2	102508	AMERICAN ROCE PRODUCTS	ζ.	107,444.32	MAIN STREET RECON PH PROGRESS ESTIMATE NO CONSTRUCTION PROJECT	. 8;
		121 - 595	30 63 28 - T	ΓΙΒ-ΜΑΙΊ	N ST PHASE 1-CN	107,444.32			
989	03/08/2021	Claims	2	102509	AMERIFUEL		1,292.89	FUEL - FEB 02/16 - 02/28/202	21
			10 32 00 - F			118.34			
					GATION FUEL	142.63			
			21 32 01 - 1 22 32 00 - F		SK FORCE - FUEL FUEL	65.62 966.30			
990	03/08/2021	Claims	2		ATS AUTOMATIO		1,971.74	HVAC CIVC CENTER AGREEMENT - 03/01 - 05/01	/2021
		001 - 518	20 48 00 - F	REPAIRS	& MAINTENANCE	1,971.74			
991	03/08/2021	Claims	2	102511	BASIN DISPOSAL YAKIMA LLC	OF	88,922.42	GA/RCY - 02/2021	
		402 - 537	60 49 00 - 0	CONTRA	CTED SERVICES	88,922.42			
992	03/08/2021	Claims	2	102512	BELL, BROWN &	RIO	7,500.00	CITY ATTORNEY - 02/2021	
		001 - 515	31 41 01 - I	EGAL SI	ERVICES-CIVIL - C	7,500.00			
993	03/08/2021	Claims	2	102513	CANON FINACIAI SERVICES		186.28	COPIER CONTRACT - FEB	2021
		001 - 521	10 45 01 - F	D CLERI	(CAL RENTALS &)	186.28			
994	03/08/2021	Claims	2	102514	CASCADE VALLEY	Y LUBE	38.95	#1027 BASIC SERVICE	
		101 - 542	30 48 00 - F	REPAIRS	& MAINTENANCE & MAINTENANCE	9.74 11.68	4		
		101 - 542	66 48 00 - F	KEPAIRS	& MAINTENANCE	4.28			

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170.14

01/01/2021 To: 03/31/2021 Page: 3 Trans Date Type War# Claimant Acct# Amount Memo 101 - 542 70 48 00 - REPAIRS & MAINTENANCE 2.73 128 - 547 60 48 00 - REPAIRS & MAINTENANCE 10.52 995 182.70 2350 5/8" TOP COURSE 03/08/2021 102515 CENTRAL PRE-MIX CONCRETE CO. 101 - 542 70 31 00 - SUPPLIES 182.70 996 03/08/2021 Claims 1,132.16 AG MUSEUM UTILITIES -2 102516 CENTRAL WA AG MUSEUM 02/2021

107 - 571 00 47 00 - UTILITIES-AG MUSEUM 962.02

997 03/08/2021 Claims 2 102517 CENTURY LINK - LD 201.26 LONG DISTANCE - 02/2021

001 - 511 60 42 01 - COMMUNICATION 32.20

001 - 513 10 42 01 - COMMUNICATION 46.43 001 - 514 23 42 00 - COMMUNICATIONS 16.10 001 - 514 30 42 00 - COMMUNICATIONS 16.10 001 - 524 20 42 00 - COMMUNICATION 16.10 401 - 534 50 42 00 - COMMUNICATION 14.61 403 - 535 50 42 00 - COMMUNICATION 14.41 402 - 537 50 42 00 - COMMUNICATION 16.10 101 - 543 30 42 00 - COMMUNICATION 14.41 001 - 558 60 42 00 - COMMUNICATION 14.80

107 - 571 00 42 00 - COMMUNICATION-AG MUS

998 03/08/2021 Claims 2 102518 CINTAS CORP #605 65.43 CIVIC CENTER & PD MAT SVC - 02/26/2021

001 - 518 31 45 00 - OPERATING RENTALS & LF 28.12 001 - 521 50 45 00 - PD FACILITIES OPERATION 37.31

999 03/08/2021 Claims 2 102519 CITY OF YAKIMA 64,064.12 751088 WHOLESALE SEWER 3
PARTY AGREEMENT;
JANUARY 2021

403 - 535 50 41 03 - INTERGOVERNMENTAL PR 64,064.12

1000 03/08/2021 Claims 2 102520 COLEMAN OIL COMPANY 5,628.15 FUEL THRU 01.31.21; PW/ CED FUEL- 03/21; FUEL THRU 02.28.21

001 - 524 20 32 00 - FUEL 17.57 403 - 531 30 32 00 - STORMWATER FUEL. 83.51 403 - 531 30 32 00 - STORMWATER FUEL 52.66 401 - 534 50 32 00 - FUEL 770.86 401 - 534 50 32 00 - FUEL 655.01 403 - 535 50 32 00 - FUEL 735.07 403 - 535 50 32 00 - FUEL 588.41 402 - 537 50 32 00 - FUEL 46.13 402 - 537 50 32 00 - FUEL 80.81 101 - 542 30 32 00 - FUEL 254.20 101 - 542 30 32 00 - FUEL 217.38 101 - 542 66 32 00 - FUEL 371.78 101 - 542 66 32 00 - FUEL 374.35 101 - 542 67 32 00 - FUEL 181.22 101 - 542 67 32 00 - FUEL 193.55 101 - 542 70 32 00 - FUEL 255.84 101 - 542 70 32 00 - FUEL 237.14 128 - 547 60 32 00 - FUEL CONSUMED 91.88 128 - 547 60 32 00 - FUEL CONSUMED 79.90 001 - 558 60 32 00 - FUEL 17.56 001 - 576 80 32 00 - FUEL 158.98

001 - 576 80 32 00 - FUEL 164.34 1001 03/08/2021 Claims 2 102521 COLONIAL LAWN & 993.32 CIVIC CENTER LAWN SVC - GARDEN, INC. FEB 2021

993.32

001 - 518 20 48 00 - REPAIRS & MAINTENANCE

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2,530.00

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 1002
 03/08/2021
 Claims
 2
 102522
 CORE & MAIN LP
 460.92
 ANG MTR CK TURBINE REG NEPTUNE RW5F13 1-1/2-2 HPT

401 - 534 50 31 00 - SUPPLIES 460.92

1003 03/08/2021 Claims 2 102523 D & G CLEANING,LLC 8,234.00 CIVIC CENTER & PD CLEANING - 02/2021; CIVIC CENTER & PD CLEANING -

01/2021

Page:

 001 - 518 20 41 00 - PROF. SERVICES
 2,456.00

 001 - 521 22 41 00 - PATROL PROFESSIONAL SE
 1,648.00

 001 - 521 22 41 00 - PATROL PROFESSIONAL SE
 1,600.00

1004 03/08/2021 Claims 2 102524 DEXYP 307.05 PARKAD - 02/2021

001 - 576 80 44 00 - ADVERTISING 307.05

001 - 518 20 41 00 - PROF. SERVICES

1005 03/08/2021 Claims 2 102525 DOOLEY ENTERPRISES INC 8,191.02 AMMO 001 - 521 40 31 00 - PD TRAINING SUPPLIES 8,191.02

1006 03/08/2021 Claims 2 102526 DOUG'S ROOTER SERVICE, 150.39 PD - DRINKING FOUNTAIN INC.

001 - 521 50 48 01 - PD FACILITIES CIVIC CAMI 150.39

1007 03/08/2021 Claims 2 102527 DTG ENTERPRISES INC. 124.32 DEMO; WATER PROJECTS

401 - 534 50 49 00 - MISCELLANEOUS 124.32

1008 03/08/2021 Claims 2 102528 EUROFINS 306.25 WW SAMPLING; YAKIMA FAMILY DENTAL & WA SAMPLING; 7 LOC; ENVIRO LABORATORES, INC SEZIOTAL COLIFORM

COLILERT

401 - 534 50 41 00 - PROFESSIONAL SERVICES 217.00 403 - 535 50 41 00 - PROFESSIONAL SERVICES 89.25

1009 03/08/2021 Claims 2 102529 FASTENAL 209.83 POWDER FREE NITRILE GLOVES

403 - 535 50 31 00 - SUPPLIES 209.83

1010 03/08/2021 Claims 2 102530 FEDERAL EASTERN 127.49 VISION CARRIER INTERNATIONAL

123 - 521 22 21 23 - CJ UNIFORMS & EQUIP 127.49

1011 03/08/2021 Claims 2 102531 FEI INC 50.20 BARBS; SPRAY TIP; PLUG PIPE; GASKET CAP SEAT;

101 - 542 70 31 00 - SUPPLIES 50.20

1012 03/08/2021 Claims 2 102532 FIRESTONE TIRE & 715.37 NEW TIRES - VEH 11 SERVICE CTRS

001 - 521 22 48 00 - PATROL REPAIRS & MAINT 715.37

1013 03/08/2021 Claims 2 102533 FRANK'S POINT S 92.59 VEH #2 - BATTERY

001 - 521 22 48 00 - PATROL REPAIRS & MAINT 92.59

001 - 521 50 48 00 - PD FACILITIES REPAIRS & 1

1014 03/08/2021 Claims 2 102534 G.S. LONG CO., INC. 6.584.95 IMAZURON, GLYPHOSATE,

nims 2 102534 G.S. LONG CO., INC. 6,584.95 IMAZURON, GLYPHOSATE,
ANTI FOAM GENESIS, GENESIS

109.30

101 - 542 70 31 00 - SUPPLIES 6,584.95

1015 03/08/2021 Claims 2 102535 GAP AUTO PARTS - PD 109.30 PD - ATV PARTS

1015 05/00/2021 Claims 2 102555 GAI AUTO FARTS - FD 109.50 12 -ATV TARTO

1016 03/08/2021 Claims 2 102536 GAP AUTO PARTS - PW 27.08 4PC PRY BAR SET; 14 IN UV BLACK NYLON TIE WRAP

120LB TENSILE STRENGTH; 25

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Trans	Date	Туре Ас	ct# War#	Claimant		Amoun	t Memo	
		401 - 534 50 31 403 - 535 50 31 101 - 542 66 31 101 - 542 70 31 128 - 547 60 31 001 - 576 80 31	00 - SUPPLIE 00 - SUPPLIE 00 - SUPPLIE 00 - OFFICE	ES ES ES & OPERATING SUP	4.06 4.06 13.54 2.71 1.35 1.36			
1017	03/08/2021	Claims	2 102537	GEARJAMMER		74.77	FUEL - JAN 2021	
		001 - 521 10 32	2 00 - PD ADM	IN FUEL	74.77			
1018	03/08/2021	Claims	2 102538	GRANT J HUNT C	O	11,250.00	DESIGN & MARKETING SV JAN - FEB - MAR 2021	/C -
		107 - 557 30 41	01 - PROF SE	RVICES-GRANT J F	11,250.00			
1019	03/08/2021	Claims	2 102539	HLA ENGINEERIN SURVEYING INC	NG & LAND	53,372.63	MAIN STREET RECON PH BROADWAY AREA SEWER EXTENSION GSP PHASE 3; WEST AHTANUM ROAD RECONSTRUCTION; GENE SVCS; LOCAL BRIDGE PROGRAM APPLICATION; EAST WASHINGTON AVENU RESURFACING	RAL
		405 - 594 35 63 121 - 595 10 41	42 - S BROAI 08 - W. AHTA 51 - E WASH	SIONAL SERVICES DWAY AREA SEWEI NUM RD-GOODMA INGTON GRIND & (TPH 1-CN	2,250.00 21,900.00 11,474.33 5,595.00 12,153.30			
1020	03/08/2021	Claims	2 102540	HYUNDAI OF YAK	IMA	714.38	VEH 12 - LOF; VEH 26 -LOF/TIRE ROTATION/WIP BLADES; VEH 119 - LOF/TII ROTATION; VEH 14 - LOF/B PADS	RE
				GATION REPAIRS & REPAIRS & MAINT	54.59 659.79			
1021	03/08/2021	Claims	2 102541	ICMA RETIREME	NT CORP.	250.00	#108800 ANNUAL PLAN FEE 1ST QTR 2021	; -
		001 - 513 10 49	01 - MISCELI	LANEOUS	250.00			
1022	03/08/2021	Claims	2 102542	INTERSTATE BAT	TERIES	71.37	BATTERY; RADAR SPEED S ON AHTANUM NEAR INTERNATIONAL PAPER	IGN
		101 - 542 30 48	00 - REPAIRS	& MAINTENANCE	71.37			
1023	03/08/2021	Claims	2 102543	JUB ENGINEERS I	NC	35,818.86	PROF SVCS; S 10TH AVE BRIDGE REPLACEMENT 01.01.21 TO 01.30.21	
				AL BELTWAY-PE #475-S 10TH AVE -	30,427.12 5,391.74			
1024	03/08/2021	Claims	2 102544	L & S FENCING		4,642.49	REPAIR CHAIN LINK FENC	E
		001 - 576 80 41	03 - PROFESS	SIONAL SERVICES	4,642.49			
1025	03/08/2021	Claims	2 102545	LOWES COMPANY	Y INC	252.80	FA BATTERY PHOTO SMOK CO; OUTDOOR CORD 100 F SHOP ELECTRIC REPAIR PARTS; 42 GALLON 50 CT 3 CONTRACTOR BAGS; #2014 UTLY 25 FT YLW SJTW; 1/2 FIP X 3/8 IN COMP; TOILET FLAPPER; BATTERY	T; ML I IN
		401 - 534 50 31			6.27			
		401 - 524 50 21	AU CLIDDI IE	cr	6.25			

6.25

9.29

6.27

401 - 534 50 31 00 - SUPPLIES

403 - 535 50 31 00 - SUPPLIES

401 - 534 50 48 00 - REPAIRS & MAINTENANCE

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Trans	Date	Type A	ct#	War #	Claimant		Amount	Memo	
		403 - 535 50 3	1 00 -	SUPPLIE	S	6.25			
					& MAINTENANO				
		402 - 537 50 3				26.73			
					& MAINTENANG & MAINTENANG				
		101 - 542 66 3				20.89			
		101 - 542 66 3				20.83			
		101 - 542 70 3				4.18			
		101 - 542 70 3				4.17			
					OPERATING SU				
					& OPERATING SU & OPERATING SU				
		001 - 576 80 3				40.64			
		001 - 576 80 3				33.00			
		001 - 576 80 4	8 00 -	REPAIRS	& MAINTENANO	CE 9.28			
1026	03/08/2021	Claims	2	102546	LTI INC		5,558.80	NON CORROSION INHIB STANDARD GRADATION SALT; 71,820 LBS	
		101 - 542 66 3	1 00 -	SUPPLIE	S	5,558.80			
1027	03/08/2021	Claims	2	102547	MANSFIELD AI INC	LARM CO	314.87	102 W AHTANUM -FIRE A / ALARM MONITORING -03/01-05/31/2021; 107 W AHTANUM - FIRE TELEF MONITORING -03/01-05/3	PHONE
		001 - 518 20 4 001 - 518 20 4				217.49 97.38			
1028	03/08/2021	Claims	2	102548	GUADALUPE M	IARTINEZ	52.00	Refund Utility Deposit	
		414 - 582 10 0	4 14 -	DEPOSIT	REFUND	52.00	Refund Utility	/ Deposit	
1029	03/08/2021	Claims	2	102549	MCKINNEY GL			#2013 WINDSHIELD REPA VEH #12 - WINDSHEILD REPAIR	AIR;
		001 - 521 22 4	8 00 -	PATROL I	REPAIRS & MAIN	T 695.76			
					IONAL SERVICE				
					IONAL SERVICE				
					IONAL SERVICES IONAL SERVICES				
					IONAL SERVICES				
					IONAL SERVICES				
1030	03/08/2021	Claims	2	102550	MIWALL CORP		571.82	HORN 9MM; HORN 357 M	IAG
		001 - 521 40 3	1 00 -	PD TRAIN	NING SUPPLIES	571.82			
1031	03/08/2021	Claims	2	102551	ELFIGA MUNG MENDOZA	UIA	31.74	Refund Utility Deposit	
		414 - 582 10 04	1 14 -	DEPOSIT	REFUND	31.74	Refund Utility	Deposit	
1032	03/08/2021	Claims	2	102552	ROBERT R NO	ктнсотт	580.00	PUBLIC DEFENDER	
		001 - 515 91 4	1 03 -	LEGAL S	ERVICES-PUBLIC	580.00			
1033	03/08/2021	Claims	2	102553	OFFICE SOLUT NORTHWEST	IONS		CYAN - INK CTG; LEGAL GREEN FOLDERS; COPY PAPER; INK CTG'S, PERF PAPER;; STOCK PAPER; MECHANICAL PENCIL;SEF-ADHESIVE FASTENERS; HEAVY DUT CLASP ENVELOPES;SHA	TED

001 - 511 60 31 01 - SUPPLIES 1.53 001 - 511 60 31 01 - SUPPLIES 0.77

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		001 - 513	10 31 00 -	SUPPLIE	S	2.68	
		001 - 513				1.34	
		001 - 514 2				108.01	
		001 - 514 2 001 - 514 2				17.91 8.96	
		001 - 514				28.28	
		001 - 514				27.04	
		001 - 514	30 31 00 -	SUPPLIE	S	23.47	
					N SUPPLIES	0.01	
					N SUPPLIES	0.01	
		001 - 524 2 001 - 524 2				6.09 15.48	
		401 - 534 :				64.12	
		401 - 534				33.27	
		403 - 535				12.94	
		403 - 535 3				12.94	
		403 - 535				64.12	
		403 - 535 :				33.27	
		402 - 537 5 402 - 537 5				12.94 64.12	
		402 - 537				33.26	
		001 - 558				6.09	
		001 - 558 (15.48	
034	03/08/2021	Claims	2	102554	ONE CALL CONCEP	TS INC	13.91 UTILITY LOCATES - 02/2021
					IONAL SERVICES	6.96	
		403 - 535 5	50 41 00 -	PROFESS	IONAL SERVICES	6.95	
035	03/08/2021	Claims	2	102555	OXARC INC		108.31 BEST N DEX PLUS NITRILE GLOVES
		403 - 535 5	50 31 00 -	SUPPLIES	5	108.31	
036	03/08/2021	Claims	2	102556	PACIFIC POWER		448.59 107 W. AHTANUM RD - 02/2021
		001 - 522 5	50 47 00 -	FD FACIL	ITIES - UTILITIES	448.59	
037	03/08/2021	Claims	2		PAPÉ MATERIAL HANDLING	, , , , ,	3.92 COTTER PIN; NUT
		001 - 576 5	RO 48 OO -	REDAIRS	& MAINTENANCE	3.92	
038	03/08/2021	Claims	2		MALINDA PLEASAN		300.00 BARN DEPOSIT REFUND
	00,00,2021				POSIT REFUND	300.00	300.00
039	03/08/2021	Claims	2		POULIN'S, INC	300.00	479.94 ATV - CARBURATOR
					ITIES REPAIRS & :	479.94	.,,,,,
040	03/08/2021	Claims	2		PREMIER POWER SI		43.27 SNOW BLOWER PARTS
•••	00,00,2021		-		& MAINTENANCE	43.27	43.27
0.44	02/00/0004						TO A O POSTULON DE MOST
041	03/08/2021	Claims	2	102561	QUADIENT FINANCE INC.	E USA,	500.00 POSTAGE - 02/2021
					NICATIONS	99.15	
					NICATIONS	71.34	
					N COMMUNICATION	12.32	
		001 - 524 2 401 - 534 5				27.85 96.45	
		401 - 534 5				96.45 96.45	
		402 - 537 5				96.44	
042	03/08/2021	Claims	2		REPUBLIC PUBLISH		921.03 COUNCIL MEETING - 02/16/2021; LTAC MEETING NTC - 02/23/2021; COUNCIL MEETING NTC-02/22/2021
		001 511 6	0.44.01	A FAS <i>TE</i> E BUTCH	CINIC	204.25	WIDE I HIG NI C-02/22/2021
		001 - 511 6 001 - 511 6				294.35 294.35	
					SING SING-GENERAL	332.33	•
		100-00/0	V TT 14 " /		OTTANICATION OF THE PROPERTY O	JJL.JJ	

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1043	03/08/2021	Claims	2	102563	RWC INTERNATIO LTD.	NAL,	190.43	#2013 & #2014 HARNESS, CABLE ASM ENG BLOCK HT
		403 - 535 : 101 - 542 : 101 - 542 : 128 - 547 :	50 48 00 - 66 48 00 - 70 48 00 - 60 48 00 -	REPAIRS REPAIRS REPAIRS REPAIRS	& MAINTENANCE & MAINTENANCE & MAINTENANCE & MAINTENANCE & MAINTENANCE	28.56 28.56 95.22 19.04 9.53 9.52		
1044	03/08/2021	Claims	2	102564	DON C. SMITH		13.64	LEOFF I RETIREE RX; LEOFF I
					BENEFITS BENEFITS	10.80 2.84		
1045	03/08/2021	Claims	2	102565	SUMMIT LAW GRO	OUP PLLC	371.00	CITY OF UNION GAP GENERAL LABOR
		001 - 515 3	31 41 01 -	LEGAL S	ERVICES-CIVIL - C	371.00		
1046	03/08/2021	Claims	2	102566	THE JANITOR'S CI	OSET	399.56	TISSUE PAPER; HH TOWEL; F-FOLD TOWELS; CAN LINER BAGS; FOAM SOAP
		001 - 518 3	31 31 00 -	SUPPLIE	S	399.56		
1047	03/08/2021	Claims	2		TRI-CITY HERALD		1,480.00	LATERAL POLICE & ENTRY POLICE AD
1040	02/00/2021				IN ADVERTISING	1,480.00	1 400 00	DUDY IO DEPENDED
1048	03/08/2021	Claims	2		TRUE LAW GROUP ERVICES-PUBLIC I		1,480.00	PUBLIC DEFENDER
1049	03/08/2021	Claims	2		U.S. LINEN & UNIF	1,480.00 ORM	581.56	UNIFORM SERVICE 01.04; 01.11: 01.18; 01.25; 2021
		403 - 535 5 402 - 537 5 101 - 542 3	50 21 00 - 50 21 00 - 30 21 00 -	UNIFORM UNIFORM UNIFORM	MS & EQUIPMENT	139.45 139.45 59.76 139.45 103.45		
1050	03/08/2021	Claims	2	102570	UNION GAP PROPE LLC	RTY,	56.51	OVERPAYMENT REFUND; OVERPAYMENT REFUND
		402 - 589 1 402 - 589 1				46.92 9.59		
1051	03/08/2021	Claims	2	102571	UNION GAP WATER SEWER	R FUND &	1,680.53	CIVIC CENTER - 02/2021; FIRE DEPT 02/2021; PARKS & 4401 MAIN STREET - 02/2021
			50 47 00 - 50 47 00 -	FD FACIL UTILITIE		492.21 165.51 596.03 426.78		
1052	03/08/2021	Claims	2	102572	UNUM LIFE INSUR	ANCE		LEOFF 1 LONG TERM CARE - 02/2021
		001 - 521 1	0 22 00 -	LEOFF 1	BENEFITS	111.30		
1053	03/08/2021	Claims	2	102573	UPPER YAKIMA VA UTILITY	LLEY		2021 ANNUAL DUES; YV UTILITY COORDINATING COUNCIL
		401 - 534 5 403 - 535 5				60.00 60.00		
1054	03/08/2021	Claims	2		WA STATE DEPT OF LICENSING			CPL - SHORT PAID; CPLS - FEB 2021

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					IS PERMITS FEE IS PERMITS FEE	3.00 90.00		
1055	03/08/2021	Claims	2	102575	WA STATE DEPT OF TRANSPORTATION	•	1,095.77	SIGNAL MAINTENANCE, REPAIR & ADDITIONS; JANUARY 2021
		101 - 542 64	41 00 -	- INTERGO	OVERNMENTAL PR	1,095.77		
1056	03/08/2021	Claims	2	102576	WA STATE TREASU	RER	12,586.90	CJRS - 01/2021
		001 - 586 00 0 001 - 586 00 0	04 00 - 05 00 - 06 00 - 07 00 - 08 00 - 09 00 -	PSEA 1 S' PSEA 2 S' PSEA 3 S' CRIME L JIS STATI SCH ZON	JILDING CODE FE FATE SHARE FATE SHARE FATE SHARE AB/BREATH ST SH E SHARE E SAFETY ST SHA CARE STATE SHA IEFT PREVENTION	75.00 5,772.92 3,067.55 86.16 31.56 2,194.54 79.33 331.92 678.87		
		001 - 586 00	15 00 -	DOM VIC	LENCE PREV ACC	3.77		
10	00/00/545				VEHICLE ACCOUN	265.28		
1057	03/08/2021	Claims	2		SAVANNAH WALKE		73.35	OVERPAYMENT REFUND
1050	02/00/2021	402 - 589 10 (DADDY M WOOD AT	73.35	10 000 00	DUDY IC DESENDED 00/2001
1020	03/08/2021	Claims	41.02		BARRY M WOODAR ERVICES-PUBLIC I		12,000.00	PUBLIC DEFENDER - 02/2021
1059	03/08/2021	Claims	+1 03 - 2		YAKIMA CO AUDIT	12,000.00 OR	39.00	UTILITY LIEN RELEASE -
							25.00	LeBLANC/TATGE
1060	03/08/2021	402 - 537 50 4 Claims	49 00 - 2		ANEOUS YAKIMA CO DEPT O CORRECTIONS	39.00)F	20,828.40	INMATE HOUSING & MEDICAL - 01/2021
					ON & CORRECTIC ON & CORRECTIC	20,697.19 131.21		
1061	03/08/2021	Claims	2	102581	YAKIMA CO TREAS PROSECUTING		193.15	CVC - 01/2021
			03 00 -		ICTIMS COMP CNT	193.15		
1062	03/08/2021	Claims	2	102582	YAKIMA COOPERA' ASSN	ΓIVE		BULK PROPANE; 282.80 GAL; ACTIVITIES BUILDING
		001 - 576 80 3	32 00 -	FUEL		483.16		
1063	03/08/2021	Claims	2	102583	YAKIMA VALLEY CONFERENCE			SHORELINE MASTER PROGRAM - JAN 2021
		001 - 558 60 4	1 1 01 -	INTERGO	VERNMENTAL PR	1,587.00		
1064	03/08/2021	Claims	2	102584	JEFF YELLOWOWL		104.79	Refund Utility Deposit
		414 - 582 10 0)4 14 -	DEPOSIT	REFUND	104.79 1	Refund Utility	Deposit
1065	03/08/2021	Claims	2		YORKS EXTERMINA			PEST CONTROL - CIVIC CENTER
					& MAINTENANCE ITIES REPAIRS & :	67.62 67.63		
1067	03/08/2021	Claims	2		DITCH WITCH WES		ŕ	NEW HAMMER HEAD 2.5" CAT PP D TOOL SERIAL # - 153395 / MODEL 26022
		401 - 534 50 3 403 - 535 50 3				4,605.64 1,151.41		
		001.0			, , , , , , , , , , , , , , , , , , ,	·		

CITY OF UNION GAP

01/01/2021 To: 03/31/2021

Time: 16:43:25 Date:

Date: 03/02/2021 Page: 10

Acct# Trans Date Type War# Claimant Amount Memo 101 Street Fund 18,446.04 107 Convention Center Reserve Fund 12,382.16 108 Tourism Promotion Area Fund 332.33 121 Street Development Reserve Fund 124,513.65 123 Criminal Justice Fund 127.49 124 Infrastructure Reserve Fund 17,545.04 128 Transit System Fund 228.94 305 Regional Beltway Connector Fund 30,427.12 401 Water Fund 12,461.71 402 Garbage Fund 95,670.94 403 Sewer Fund 71,793.96 405 Sewer Improvement Reserve 21,941.37 414 Water Deposits 188.53

Claims: 502,951.93

502,951.93