

**UNION GAP CITY COUNCIL**  
**AMENDED REGULAR MEETING AGENDA**  
**MONDAY, MAY 22, 2017 – 6:00 P.M.**  
**CITY HALL ANNEX, 3103 2<sup>ND</sup> STREET, 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 May 8, 2017, as attached to the Agenda and maintained in electronic format

*B. Approve Vouchers:*

Payroll Vouchers – EFT's, and Voucher Nos. 41602 through 41606 and 94731 through 94745 for April, 2017 payroll, in the amount of \$371,018.91

Claims Vouchers – EFT's, and Voucher Nos. 94746 through 94811 for May 10, 2017, in the amount of \$561,802.37

**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**

**Presentations**

1. Presentation of Gift Certificates for the Library Survey
2. Music by Gary Malner – Union Gap Polka

### **Public Works & Community Development**

1. Resolution No. - \_\_\_\_\_ - HLA Local Agency Consultant Agreement - VMB / Goodman Road Traffic Signal
2. Resolution No. - \_\_\_\_\_ - HLA TIB Consultant Agreement - South 14th Street Improvements Project
3. Resolution No. - \_\_\_\_\_ - People for People - General Agreement for Services
4. Resolution No. - \_\_\_\_\_ - Venue Management Agreement Amendment
5. Resolution No. - \_\_\_\_\_ - Surplus and Sale of Parade Float
6. Resolution No. - \_\_\_\_\_ - Set Public Hearing – Six-Year Transportation Improvement Program
7. Award of Bid – South 14th Street Improvements

### **Finance & Administration**

1. Resolution No. - \_\_\_\_\_ - Appointment of AWC Voting Delegates
2. Resolution No. - \_\_\_\_\_ - Surplus Computer Equipment
3. Library Discussion

### **Police**

Resolution No. - \_\_\_\_\_ - Police Surplus Vehicles

- 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:** May 22, 2017  
**From:** Karen Clifton, Director of Finance and Administration  
**Topic/Issue:** Presentation of Gift Certificates for the Library Survey

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**SYNOPSIS:** The Library Committee will present gift certificates to those who were drawn for participating in the library survey.

**RECOMMENDATION:** N/A

**LEGAL REVIEW:** N/A

**FINANCIAL REVIEW:** N/A

**BACKGROUND INFORMATION:** N/A

**ADDITIONAL OPTIONS:** N/A

**ATTACHMENTS:** N/A



## City Council Communication

**Meeting Date:** May 22, 2017  
**From:** Karen Clifton, Director of Finance and Administration  
**Topic/Issue:** Music by Gary Malner – Union Gap Polka

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**SYNOPSIS:** Gary Malner will play the Union Gap Polka.

**RECOMMENDATION:** N/A

**LEGAL REVIEW:** N/A

**FINANCIAL REVIEW:** N/A

**BACKGROUND INFORMATION:** N/A

**ADDITIONAL OPTIONS:** N/A

**ATTACHMENTS:** N/A



## City Council Communication

**Meeting Date:** May 22, 2016  
**From:** Dennis Henne, Director of Public Works & Community Development  
**Topic/Issue:** Resolution - HLA Local Agency Consultant Agreement - VMB / Goodman Road Traffic Signal

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**SYNOPSIS:** For your consideration is a *Local Agency Construction Consultant Agreement* with HLA Engineering and Land Surveying, Inc. providing Construction engineering services for the Valley Mall Boulevard / Goodman Road Traffic Signal Project.

**RECOMMENDATION:** Adopt a Resolution authorizing the City Manager to sign a *Local Agency Construction Consultant Agreement* with HLA Engineering and Land Surveying, Inc. for construction services relating to the Valley Mall Boulevard / Goodman Road Traffic Signal Project.

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

**FINANCIAL REVIEW:** Funding is included in the 2017 Street Development Reserve Fund (121) for this project.

**BACKGROUND INFORMATION:** N/A

**ADDITIONAL OPTIONS:** N/A

**ATTACHMENTS:**

1. Resolution
2. HLA - Local Agency Consultant Agreement

**CITY OF UNION GAP, WASHINGTON**  
**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION** authorizing the City Manager to sign a Local Agency Construction Consultant Agreement with HLA Engineering and Land Surveying, Inc. for the Valley Mall Boulevard/Goodman Road Traffic Signal Project.

**WHEREAS**, the Valley Mall Boulevard/Goodman Road Traffic Signal Project requires that the City enter into a Local Agency Construction Services Agreement with a Consultant possessing architectural and engineering expertise and project management experience to assist with the Project; and

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

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

That the City Manager is authorized to sign a Local Agency Consultant Agreement with HLA Engineering and Land Surveying, Inc. for the Valley Mall Boulevard/ Goodman Road Traffic Signal Project.

**PASSED** this 22<sup>nd</sup> day of May, 2017.

\_\_\_\_\_  
Roger Wentz, Mayor

ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_  
Karen Clifton, City Clerk

\_\_\_\_\_  
Bronson Brown, City Attorney



**\* TRANSMITTAL \***

Phone: (509) 966-7000 / FAX: (509) 965-3800  
2803 River Road, Yakima, WA 98902

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**Date:** May 15, 2017

**Project No.:** 15152C

**To:** City of Union Gap  
P.O. Box 3008  
Union Gap, WA 98903

**Attention:** Dennis Henne  
Public Works Director

**From:** Terry D. Alapeteri, PE

**Re:** Valley Mall Blvd. Signal  
Construction Services

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**We are sending you the attached following items:**

Two (2) Original Signed Consultant Agreements

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**Comment:**

Dennis-

Upon review and approval, please have the City Manager sign the attached Consultant Agreements for Construction Services for the Valley Mall Blvd. Signal project. Keep one of the agreements for your records, and return the other to our office.

If you have any questions or need additional information, please let us know.

Thank you.

Copy to: \_\_\_\_\_ Signed: Terry D. Alapeteri



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

Agreement Number: 15152C

Firm/Organization Legal Name (do not use dba's): HLA Engineering and Land Surveying, Inc.	
Address 2803 River Road, Yakima, WA, 98902	Federal Aid Number CM-4554(005)
UBI Number 397007410	Federal TIN or SSN Number 91-1237188
Execution Date 5/29/17	Completion Date 3/31/18
1099 Form Required <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Federal Participation <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Project Title Valley Mall Blvd./Goodman Rd. Traffic Signal CMAQ	
Description of Work Engineering Services during construction for a signalized intersection at Valley Mall Boulevard and Goodman Road. Work includes signal poles and mast arms, traffic lights, controller, conduit and conductors, detection, curb and gutter, sidewalk, pavement markings.	
<input type="checkbox"/> Yes <input type="checkbox"/> Yes <input type="checkbox"/> Yes <input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No DBE Participation <input checked="" type="checkbox"/> No MBE Participation <input checked="" type="checkbox"/> No WBE Participation <input checked="" type="checkbox"/> No SBE Participation
Total Amount Authorized: \$46,000.00 Management Reserve Fund: Maximum Amount Payable:	

## Index of Exhibits

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

Agreement Number: 15152C

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

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

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

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

## **I. General Description of Work**

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

## **II. General Scope of Work**

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

## **III. General Requirements**

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

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

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

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

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

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

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

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

If to AGENCY:

Name: Dennis Henne  
Agency: City of Union Gap  
Address: 3106 First Street  
City: Union Gap State: WA Zip: 98903  
Email: Dennis.Henne@uniongapwa.gov  
Phone: 509-225-3524  
Facsimile:

If to CONSULTANT:

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

#### **IV. Time for Beginning and Completion**

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

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

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## V. Payment Provisions

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

- A. Actual Costs: Payment for all consulting services for this PROJECT shall be on the basis of the CONSULTANT'S actual cost plus a fixed fee. The actual cost shall include direct salary cost, indirect cost rate, and direct non-salary costs.
1. Direct (RAW) Labor Costs: The Direct (RAW) Labor Cost is the direct salary paid to principals, professional, technical, and clerical personnel for the time they are productively engaged in work necessary to fulfill the terms of this AGREEMENT. The CONSULTANT shall maintain support data to verify the direct salary costs billed to the AGENCY.
  2. Indirect Cost Rate (ICR) Costs: ICR Costs are those costs, other than direct costs, which are included as such on the books of the CONSULTANT in the normal everyday keeping of its books. Progress payments shall be made at the ICR rates shown in attached Exhibits "D" and "E" of this AGREEMENT. Total ICR payment shall be based on Actual Costs. The AGENCY agrees to reimburse the CONSULTANT the actual ICR costs verified by audit, up to the Maximum Total Amount Payable, authorized under this AGREEMENT, when accumulated with all other Actual Costs.

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

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

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

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

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

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

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

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

## **VI. Sub-Contracting**

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

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

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

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

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

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

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

## **VII. Employment and Organizational Conflict of Interest**

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

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

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

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

### **VIII. Nondiscrimination**

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

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

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

### **IX. Termination of Agreement**

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

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

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

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

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

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

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

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

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

## **X. Changes of Work**

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

## **XI. Disputes**

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

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## **XII. Legal Relations**

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

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

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

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

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

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

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

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

#### Insurance Coverage

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

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

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

Name: Dennis Henne  
Agency: City of Union Gap  
Address: 3106 First St.  
City: Union Gap State: WA Zip: 98903  
Email: Dennis.Henne@uniongapwa.gov  
Phone: 509-225-3524  
Facsimile:

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

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

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

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

### **XIII. Extra Work**

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

### **XIV. Endorsement of Plans**

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

### **XV. Federal Review**

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

### **XVI. Certification of the Consultant and the Agency**

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

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## **XVII. Complete Agreement**

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

## **XVIII. Execution and Acceptance**

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

## **XIX. Protection of Confidential Information**

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

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

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

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

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

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

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

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

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

## **XX. Records Maintenance**

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

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

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

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

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

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

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

*Sharon W. Pooler*

Signature

*May 15, 2017*

Date

Signature

Date

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

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HUIBLOU-01

CGAMACHE

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

2/13/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Hub International Northwest LLC P.O. Box 2945 Yakima, WA 98907	<b>CONTACT NAME:</b> <b>PHONE (A/C, No, Ext):</b> (509) 248-2672 <b>E-MAIL ADDRESS:</b>	<b>FAX (A/C, No):</b> (866) 332-7487
<b>INSURED</b>  HLA Engineering and Land Surveying Inc. 2803 River Road Yakima, WA 98902	<b>INSURER(S) AFFORDING COVERAGE</b>	
	<b>INSURER A:</b> Cincinnati Insurance Company	<b>NAIC #</b> 10677
	<b>INSURER B:</b> Underwriters at Lloyd's London	15792
	<b>INSURER C:</b>	
	<b>INSURER D:</b>	
	<b>INSURER E:</b>	
	<b>INSURER F:</b>	

**COVERAGES**                      **CERTIFICATE NUMBER:**                      **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY					
	CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR		EPP0405359 EBA0405359	10/01/2016	10/01/2017	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
GEN'L AGGREGATE LIMIT APPLIES PER: POLICY <input checked="" type="checkbox"/> PRO-JECT      LOC      OTHER:						
A	AUTOMOBILE LIABILITY					
	<input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY		EPP0405359 EBA0405359	10/01/2016	10/01/2017	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<input checked="" type="checkbox"/> HIRED AUTOS ONLY	<input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY				
A	UMBRELLA LIAB	<input checked="" type="checkbox"/> OCCUR				
	<input checked="" type="checkbox"/> EXCESS LIAB	CLAIMS-MADE	EPP0405359 EBA0405359	10/01/2016	10/01/2017	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
DED      RETENTION \$						
WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						PER STATUTE      OTH-ER
ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in WA)      Y / N      N / A						E.L. EACH ACCIDENT \$
If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$
A	Stop Gap Liability		EPP0405359 EBA0405359	10/01/2016	10/01/2017	WA State Fund \$ 1,000,000
B	Professional Liab		ANE124140816	10/01/2016	10/01/2017	Per Claim \$ 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
Professional Liability policy (claims made) has an annual aggregate limit of \$3,000,000

Evidence of Insurance

<b>CERTIFICATE HOLDER</b>  HLA Engineering and Land Surveying Inc. 2803 River Rd Yakima, WA 98902	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE <i>Cheyl Kennist</i>
---	--

## Additional Named Insureds

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### Other Named Insureds

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Jump Huibregtse, Stouder Associates Inc	Additional Named Insured
Jump, Huibregtse Associates Inc	Additional Named Insured
R.R. Jump Consulting Engineers Inc	Additional Named Insured
Huibregtse, Louman Associates Inc	Additional Named Insured



# Exhibit A

## Scope of Work

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Project No. 15152C

Describe the Scope of Work:

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

Provide geometric control including construction staking.

Prepare daily progress reports on the project.

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

Review acceptance sampling and testing for construction materials.

Perform measurement and computation of pay items.

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

Recommend progress payments for the Contractor.

Prepare proposed contract change orders when applicable.

Administer construction meetings (as needed).

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

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

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

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

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**Exhibit B**  
**DBE Participation**

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None.

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**Preparation and Delivery of Electronic Engineering and Other Data**

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

I. Surveying, Roadway Design & Plans Preparation Section

A. Survey Data

On file at Engineer's office.

B. Roadway Design Files

On file at Engineer's office.

C. Computer Aided Drafting Files

On file at Engineer's office.

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

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

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

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

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

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

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II. Any Other Electronic Files to Be Provided

On file at Engineer's office.

III. Methods to Electronically Exchange Data

E-mail or thumb drive.

A. Agency Software Suite

Microsoft word and excel. Adobe.

B. Electronic Messaging System

Microsoft exchange and outlook.

C. File Transfers Format

.docx, .xls, .pdf

**Exhibit D**  
**Prime Consultant Cost Computations**

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See attached Exhibit D-1 & D-2

Agreement Number: 15152C

**Exhibit D-1**

**HLA Engineering and Land Surveying, Inc.  
Statement of Direct Labor, Fringe Benefits, and General Overhead  
For the Year Ended December 31, 2015**

Description	% of Direct Labor
<b>Direct Labor</b>	
<b>INDIRECT COSTS</b>	
<b>Fringe Benefits</b>	
Vacation, Sick and Holiday	10.63%
Incentive Compensation	23.74%
Retirement Plans	15.10%
Employee Group Insurance	14.87%
Payroll Taxes	12.43%
Other Employee Benefits	0.77%
<b>Total Fringe Benefits</b>	<b>77.54%</b>
<b>General Overhead</b>	
Indirect Labor	22.08%
Accounting Fees	2.80%
Automobile	1.44%
Bank charges and processing fees	0.01%
Computer hardware/software	2.58%
Depreciation and Amortization	5.05%
Dues and Professional Licenses	0.69%
Insurance	4.42%
Leased Equipment	1.86%
Meals Expense	0.29%
Office Supplies and Postage	1.76%
Printing and Reproduction	0.15%
Professional Services	1.58%
Rent and Utilities	4.89%
Repairs and Maintenance	3.04%
Seminars and Prof Education	0.53%
Supplies	0.91%
Taxes and Licenses	7.19%
Telecommunications	1.51%
Travel	0.70%
Direct Costs Recovery	-2.81%
<b>Total General Overhead</b>	<b>60.66%</b>
<b>Total Indirect Costs</b>	<b>138.20%</b>
<b>Facilities Capital Cost of Money (FCCM)</b>	<b>0.37%</b>
<b>Indirect Cost Rate</b>	<b>138.57%</b>



**Exhibit D-2**  
**Consultant Cost Computations - Summary Sheet**  
**(Lump Sum, Cost Plus Fixed Fee, Cost Per Unit of Work)**

Project: Valley Mall Boulevard/Goodman Road Traffic Signal

**Direct Salary Cost (DSC):**

<u>Classification</u>	<u>Man</u> <u>Hours</u>		<u>Rate</u>		<u>Cost (\$)</u>	
Licensed Principal Engineer	8	x	\$72.36	=	\$578.88	
Licensed Professional Engineer	35	x	\$51.48	=	\$1,801.80	
Licensed Principal Surveyor	8	x	\$66.66	=	\$533.28	
Licensed Professional Surveyor	8	x	\$34.00	=	\$272.00	
Resident Engineer	315	x	\$32.50	=	\$10,237.50	
Surveyor	32	x	\$32.50	=	\$1,040.00	
Surveyor	32	x	\$23.20	=	\$742.40	
Contract Administrator	46	x	\$29.40	=	\$1,352.40	
Word Processing Technician	6	x	\$23.60	=	\$141.60	
<b>Total DSC</b>					<b>=</b>	<b><u>\$16,699.86</u></b>

**Overhead (OH Cost - including Salary Additives):**

OH Rate x DSC                      138.57% x      \$16,699.86 =      \$23,141.00

**Fixed Fee (FF):**

FF Rate x DSC                      35.00% x      \$16,699.86 =      \$5,844.95

**Reimbursables:**

Mileage

\$315.00  
\$315.00

**Grand Total** \$46,000.81

Prepared by: Terry D. Alapeteri, PE                      Date: 3/20/17

Note: Rates are subject to change in January 1st and June 1st of each calendar year.

## **Exhibit F**

### **Title VI Assurances**

---

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

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

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

Agreement Number: 15152C .

**Exhibit G**  
**Certification Documents**

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Exhibit G-1(a) Certification of Consultant

Exhibit G-1(b) Certification of \_\_\_\_\_

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

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

~~Exhibit G-4 Certificate of Current Cost or Pricing Data~~

Agreement Number:

## Exhibit G-1(a) Certification of Consultant

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

whose address is

2803 River Road, Yakima, WA 98902

and that neither the above firm nor I have:

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

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

HLA Engineering and Land Surveying, Inc.

\_\_\_\_\_  
Consultant (Firm Name)



\_\_\_\_\_  
Signature (Authorized Official of Consultant)



\_\_\_\_\_  
Date

Agreement Number: 15152C

**Exhibit G-1(b) Certification of Agency Official**

I hereby certify that I am the:

Agency Official

Other

of the City of Union Gap, and the consulting firm  
or its representative has not been required, directly or indirectly as an express or implied condition in connection  
with obtaining or carrying out this AGREEMENT to:

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

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

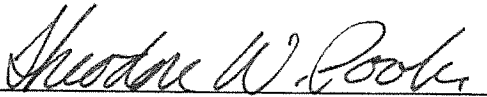
Agreement Number: 15152C

**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 statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
  - C. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
  - D. Have not within a three (3) year period preceding this application / proposal had one or more public transactions (Federal, State and local) terminated for cause or default.
- II. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

HLA Engineering and Land Surveying, Inc.

Consultant (Firm Name)



Signature (Authorized Official of Consultant)



Date

Agreement Number: 15152C

# *Exhibit I*

## ***Alleged Consultant Design Error Procedures***

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

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

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

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

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

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

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

### **Step 4 Attempt to Resolve Alleged Design Error with Consultant**

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

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

Agreement Number: 15152C

# *Exhibit J*

## **Consultant Claim Procedures**

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

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

### **Step 1 Consultant Files a Claim with the Agency Project Manager**

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

The consultant's claim must outline the following:

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

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

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

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

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

Agreement Number: 15152C



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

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

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

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

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

### **Step 5 Informing Consultant of Decision Regarding the Claim**

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

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

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

Agreement Number: 15152C



## City Council Communication

**Meeting Date:** May 22, 2017  
**From:** Dennis Henne, Director of Public Works & Community Development  
**Topic/Issue:** Resolution - HLA TIB Consultant Agreement - South 14<sup>th</sup> Street Improvements Project

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**SYNOPSIS:** For your consideration is a *Transportation Improvement Board (TIB) Consultant Agreement* with HLA Engineering and Land Surveying, Inc. providing construction engineering services for the South 14<sup>th</sup> Street Improvements Project.

**RECOMMENDATION:** Adopt a Resolution authorizing the City Manager to sign a *Transportation Improvements Board (TIB) Consultant Agreement* with HLA Engineering and Land Surveying, Inc. for construction services relating to South 14<sup>th</sup> Street Improvements Project.

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

**FINANCIAL REVIEW:** Funding is included in the 2017 Street Development Reserve Fund (121) for this project.

**BACKGROUND INFORMATION:** N/A

**ADDITIONAL OPTIONS:** N/A

**ATTACHMENTS:**

1. Resolution
2. HLA – TIB Consultant Agreement

**CITY OF UNION GAP, WASHINGTON**  
**RESOLUTION NO. \_\_\_\_\_**

A **RESOLUTION** authorizing the City Manager to sign a Transportation Improvement Board (TIB) Consultant Agreement with HLA Engineering and Land Surveying, Inc. for the South 14<sup>th</sup> Street Improvements Project.

**WHEREAS**, the South 14<sup>th</sup> Street Improvements Project requires that the City enter into a Transportation Improvement Board (TIB) Consultant agreement for construction engineering expertise and project management experience to assist with the Project; and

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

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

That the City Manager is authorized to sign Transportation Improvement Board (TIB) Consultant Agreement with HLA Engineering and Land Surveying, Inc. for the South 14<sup>th</sup> Street Improvements

**PASSED** this 22<sup>nd</sup> day of May, 2017.

\_\_\_\_\_  
Roger Wentz, Mayor

ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_  
Karen Clifton, City Clerk

\_\_\_\_\_  
Bronson Brown, City Attorney



**\* TRANSMITTAL \***

**Phone: (509) 966-7000 / FAX: (509) 965-3800  
2803 River Road, Yakima, WA 98902**

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**Date:** May 10, 2017

**Project No.:** 17027C

**To:** City of Union Gap  
P.O. Box 3008  
Union Gap, WA 98903

**Attention:** Dennis Henne  
Public Works Director

**From:** Michael D. Uhlman, PE

**Re:** South 14th Street Improvements  
Construction Services

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**We are sending you the attached following items:**

Two (2) Original Signed TIB Consultant Agreements

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**Comment:**

Dennis-

Upon review and approval, please have the City Manager sign the attached TIB Consultant Agreements for Construction Services for the South 14th Street Improvements. Keep one of the agreements for your records, and return the other to our office.

If you have any questions or need additional information, please let us know.

Thank you.

Copy to: \_\_\_\_\_ Signed: 



Transportation Improvement Board (TIB)  
**Consultant Agreement**

TIB PROJECT NUMBER <b>8-4-181(006)-1</b>		PROJECT PHASE (check one) <input type="checkbox"/> Design <input checked="" type="checkbox"/> Construction	
PROJECT TITLE & WORK <b>South 14th Street Improvements (HLA Project No. 17027C)</b> <b>This project will reconstruct and widen South 14th Street to a three-lane section, add curb and gutter, and six-foot sidewalk. In addition, the project will add storm drainage facilities and install LED street lights.</b>			
CONSULTANT NAME & ADDRESS <b>HLA Engineering and Land Surveying, Inc. (HLA), 2803 River Road, Yakima, WA 98902</b>			
<b>AGREEMENT TYPE (check one)</b>			
<input type="checkbox"/> LUMP SUM _____		<input type="checkbox"/> COST PLUS FIXED FEE	
		OVERHEAD PROGRESS PAYMENT RATE _____ % OVERHEAD COST METHOD	
		<input type="checkbox"/> Actual Cost	
		<input type="checkbox"/> Actual Cost Not To Exceed _____ %	
		<input type="checkbox"/> Fixed Rate _____ %	
		FIXED FEE \$ _____	
<input checked="" type="checkbox"/> SPECIFIC RATES OF PAY		<input checked="" type="checkbox"/> Negotiated Hourly Rate	
		<input type="checkbox"/> Provisional Hourly Rate	
<input type="checkbox"/> COST PER UNIT WORK			
DBE PARTICIPATION <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No _____ %		WBE PARTICIPATION <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No _____ %	
COMPLETION DATE <b>March 31, 2018</b>		MAXIMUM AMOUNT PAYABLE <b>\$212,330.00</b>	

THIS AGREEMENT, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2017, between the City of Union Gap, Washington, hereinafter called the AGENCY, and the above organization hereinafter called the CONSULTANT. The Transportation Improvement Board hereinafter called the TIB, administers the following accounts: Urban Arterial Trust Account funds, Transportation Improvement Account funds, Small City Account funds, and City Hardship Assistance Account funds.

WITNESSETH THAT:

WHEREAS, the AGENCY desires to accomplish the above referenced project, with the aid of TIB funds in conformance with the rules and regulations promulgated by the TIB; and

WHEREAS, the AGENCY 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 for the PROJECT; and

WHEREAS, the CONSULTANT represents that he/she is in compliance 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 work and services as herein defined and necessary to accomplish the completed work for this PROJECT. The CONSULTANT shall furnish all services, labor and related equipment necessary to conduct and complete the work as designated elsewhere in this AGREEMENT.

**II  
SCOPE OF WORK**

The Scope of Work and project level of effort for this project is detailed in Exhibit B attached hereto, and by this reference made a part of this AGREEMENT.



**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 or individuals shall be coordinated through the AGENCY.

The CONSULTANT shall attend coordination, progress and presentation meetings with the AGENCY or such Federal, Community, State, 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 number of hours or days notice required shall be agreed to between the AGENCY and the CONSULTANT and shown in Exhibit B attached hereto and made part of this AGREEMENT. The CONSULTANT shall prepare a monthly progress report, in a form approved by the AGENCY, that will outline in written and graphical form the various phases and the order of performance of the work in sufficient detail so that the progress of the work can easily be evaluated. Goals for Disadvantaged Business Enterprises (DBE), Minority Business Enterprises (MBE), and Women-owned Business Enterprises (WBE) if required shall be shown in the heading of this Agreement.

The original copies of all reports, PS&E, and other data furnished to the CONSULTANT by the AGENCY shall be returned. All designs, drawings, specifications, documents, and other work products prepared by the CONSULTANT prior to completion or termination of this AGREEMENT are instruments of service for the PROJECT and are 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 PROJECT, shall be without liability of legal exposure to the CONSULTANT.

**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 under 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 or 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**

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

**VI  
SUBCONTRACTING**

The AGENCY permits subcontracts for those items of work as shown in Exhibit G to this Agreement. Compensation for this subconsultant work shall be based on the cost factors shown on Exhibit G, attached hereto and by this reference made a part of this AGREEMENT.

The work of the subconsultant shall not exceed its maximum amount payable unless a prior written approval has been issued by the AGENCY.

All reimbursable direct labor, overhead, direct non-salary costs and fixed fee costs for the subconsultant shall be substantiated in the same manner as outlined in Section V. All subcontracts exceeding \$10,000 in cost shall contain all applicable provisions of this AGREEMENT.

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

**VII  
EMPLOYMENT**

The CONSULTANT warrants that he/she has 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 the 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 or might arise under any Worker'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 the contract, any professional or technical personnel who are, or have been, at any time during the period of the contract, in the employ of the STATE, or the AGENCY, except regularly retired employees, without written consent of the public employer of such person.

**VIII  
NONDISCRIMINATION**

The CONSULTANT agrees not to discriminate against any client, employee or applicant for employment or for services because of race, creed, color, national origin, marital status, sex, age or handicap except for a bona fide occupational qualification with regard to, but not limited to the following: employment upgrading, demotion or transfer, recruitment or any recruitment advertising, layoffs or terminations, rates of pay or other forms of compensation, selection for training, rendition of services. The CONSULTANT understands and agrees that if it violates this provision, this AGREEMENT may be terminated by the AGENCY and further that the CONSULTANT shall be barred from performing any services for the AGENCY now or in the future unless a showing is made satisfactory to the AGENCY that discriminatory practices have terminated and that recurrence of such action is unlikely.

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

- A. **COMPLIANCE WITH REGULATIONS:** The CONSULTANT shall comply with the Regulations relative to nondiscrimination in the same manner as in

Federally-assisted programs of the Department of Transportation, 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.

Executive Orders numbered E.O.70-01 and E.O.66-03 of the Governor of the State of Washington.

**IX  
TERMINATION OF AGREEMENT**

- B. **NONDISCRIMINATION:** The CONSULTANT, with regard to the work performed by it during the AGREEMENT, shall not discriminate on the grounds of race, creed, color, sex, age, marital status, national origin or handicap except for a bona fide occupational qualification in the selection and retention of subconsultants, including procurements 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 the contract covers a program set forth in Appendix II of the Regulations.
- C. **SOLICITATIONS FOR SUBCONSULTANTS, INCLUDING PROCUREMENTS OF MATERIALS AND EQUIPMENT:** In all solicitations either by competitive bidding or negotiation made by the CONSULTANT for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subconsultant or supplier shall be notified by the CONSULTANT of the CONSULTANTS obligations under this AGREEMENT and the Regulations relative to nondiscrimination on the grounds of race, creed, color, sex, age, marital status, national origin and handicap.
- D. **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 or TIB to be pertinent to ascertain compliance with such Regulations or directives. Where any information required of the CONSULTANT is in the exclusive possession of another who fails or refuses to furnish this information the CONSULTANT shall so certify to the AGENCY, or the TIB as appropriate, and shall set forth what efforts it has made to obtain the information.
- E. **SANCTIONS FOR NONCOMPLIANCE:** In the event of the CONSULTANTS noncompliance with the nondiscrimination provisions of this AGREEMENT, the AGENCY shall impose such sanctions as it or the Transportation Improvement Board may determine to be appropriate, including, but not limited to:
1. Withholding of payments to the CONSULTANT under the AGREEMENT until the CONSULTANT complies, and/or
  2. Cancellation, termination or suspension of the AGREEMENT, in whole or in part.
- F. **INCORPORATION OF PROVISIONS:** The CONSULTANT shall include the provisions of paragraphs (A) through (G) in every subcontract, including procurements 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 subconsultant or procurement as the AGENCY or the Transportation Improvement Board may direct as a means of enforcing such provisions including sanctions for noncompliance; provided, however, that, in the event a CONSULTANT becomes involved in, or is threatened with, litigation with a subconsultant or supplier as a result of such direction, the CONSULTANT may request the AGENCY to enter into such litigation to protect the interests of the AGENCY, and in addition, the CONSULTANT may request the TIB to enter into such litigation to protect the interests of the TIB.
- G. **UNFAIR EMPLOYMENT PRACTICES:** The CONSULTANT shall comply with RCW 49.60.180 prohibiting unfair employment practices and the

The right is reserved by the AGENCY to terminate this AGREEMENT at any time upon ten days written notice to the CONSULTANT.

In the event this AGREEMENT is terminated by the AGENCY other than for fault on the part of the CONSULTANT, a final payment shall be made to the CONSULTANT as shown in Exhibit F for the type of AGREEMENT used.

No payment shall be made for any work completed after ten days following receipt by the CONSULTANT of the Notice of Termination. If the accumulated payment made to the CONSULTANT prior to Notice of Termination exceeds the total amount that would be due computed as set forth herein above, then no final payment shall be due and the CONSULTANT shall immediately reimburse the AGENCY for any excess paid.

In the event the services of the CONSULTANT are terminated by the AGENCY for fault on the part of the CONSULTANT, the above formula for payment shall not apply. In such an event, the amount to be paid shall be determined by the AGENCY with consideration given to the actual costs incurred by the CONSULTANT in performing the work to the date of termination, the amount of work originally required which was satisfactorily completed to date of termination, whether that work 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 work required and the time which maybe required to do so, and other factors which affect the value to the AGENCY of the work 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 the previous paragraph.

If it is determined for any reason that the CONSULTANT was not in default or that the CONSULTANTS failure to perform is without it or its employees fault or negligence, the termination shall be deemed to be a termination for the convenience of the AGENCY in accordance with the provision of this AGREEMENT.

In the event of the death of any member, partner or officer of the CONSULTANT or any of its supervisory personnel assigned to the project, or, dissolution of the partnership, termination of the corporation, or disaffiliation of the principally involved employee, the surviving members of the CONSULTANT hereby agree to complete the work under the terms of this AGREEMENT, if requested to do so by the AGENCY. The subsection shall not be a bar to renegotiation of the AGREEMENT between the surviving members of the CONSULTANT and the AGENCY, if the AGENCY so chooses.

In the event of the death of any of the parties listed in the previous paragraph, should the surviving members of the CONSULTANT, with the AGENCYs concurrence, desire to terminate this AGREEMENT, payment shall be made as set forth in the second paragraph of this section.

In the event this AGREEMENT is terminated prior to completion, the original copies of all reports and other data, PS&E materials furnished to the CONSULTANT by the AGENCY and documents prepared by the CONSULTANT prior to said termination, shall become and remain the property of the AGENCY and may be used by it without restriction. Such unrestricted use, not occurring as a part of this PROJECT, shall be without liability or legal exposure to the CONSULTANT.

Payment for any part of the work 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 work 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 complete work of this AGREEMENT as necessary to correct errors appearing therein, when required to do so by the AGENCY, without additional compensation thereof. Should the AGENCY find it desirable for its own purposes to have previously satisfactorily completed work 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 XIV.

**XI  
 DISPUTES**

Any dispute concerning questions of fact in connection with the work not disposed of by AGREEMENT between the CONSULTANT and the AGENCY shall be referred for determination 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 the scope of judicial review provided under Washington Case Law.

**XII  
 VENUE, APPLICABLE LAW AND  
 PERSONAL JURISDICTION**

In the event that either party deems it necessary to institute legal action or proceedings to enforce any right or obligation under this AGREEMENT, the parties hereto agree that any such action shall be initiated in the Superior Court of the State of Washington, situated in the county the AGENCY is located in. The parties hereto agree that all questions shall be resolved by application of Washington law and that the parties to such action shall 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 the AGENCY is located in.

**XIII  
 LEGAL RELATIONS AND INSURANCE**

The CONSULTANT shall comply with all Federal, State, and local laws and ordinances applicable to the work to be done under this AGREEMENT. This AGREEMENT shall be interpreted and construed in accord with the laws of Washington.

The CONSULTANT shall indemnify and hold the AGENCY and the STATE of Washington, and their officers and employees harmless from and shall process and defend at its own expense all claims, demands, or suits at law or equity arising in whole or in part from the CONSULTANT's negligence or breach of any of its obligations under this AGREEMENT; provided that nothing herein shall require a CONSULTANT to indemnify the AGENCY and the STATE against and hold harmless the AGENCY and the STATE from claims, demands or suits based solely upon the conduct of the AGENCY and the STATE, their agents, officers and employees and provided further that if the claims or suits are caused by or result from the concurrent negligence of (a) the CONSULTANT's agents or employees and (b) the AGENCY and the STATE, their agents, officers and employees, this indemnity provision with respect to (1) claims or suits based upon such negligence, (2) the costs to the AGENCY and the STATE of defending such claims and suits, etc. shall be valid and enforceable only to the extent of the CONSULTANT's negligence or the negligence of the CONSULTANT's agents or employees.

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

The CONSULTANT specifically assumes potential liability for actions brought by the CONSULTANT's own employees against 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. The CONSULTANT recognizes that this waiver was specifically entered into pursuant to the provisions of RCW 4.24.115 and was the subject of mutual negotiation.

Unless otherwise specified in the AGREEMENT, the AGENCY shall be responsible for administration of construction contracts, if any, on the project. Subject to the processing of 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 the AGREEMENT, or as otherwise required, the following insurance with companies or through sources approved by the State Insurance Commissioner pursuant to RCW 48.

**Insurance Coverage**

A. Worker's compensation and employer's liability insurance as required by the STATE.

B. General commercial liability insurance in an amount not less than a single limit of one million and 00/100 Dollars (\$1,000,000.00) for bodily injury, including death and property damage per occurrence.

Excepting the Worker's Compensation insurance and any professional liability insurance secured by the CONSULTANT, the AGENCY will be named on all certificates of insurance as an additional insured. 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 14 days of the execution of this AGREEMENT to the AGENCY. 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 shall be limited to the amount payable under this AGREEMENT or one million dollars, whichever is the greater unless modified by Exhibit H. In no case shall the CONSULTANT's professional liability to third parties be limited in any way.

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

**XIV  
 EXTRA WORK**

A. The AGENCY may at any time, by written order, make changes within the general scope of the 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 work under this AGREEMENT, whether or not changed by the order, or otherwise affects any other terms and conditions of the 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 the AGREEMENT accordingly.
- C. The CONSULTANT must submit any proposal for adjustment (hereafter referred to as proposal) under this clause within 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 proposal submitted before final payment of the AGREEMENT.
- D. Failure to agree to any adjustment shall be a dispute under the disputes clause. However nothing in this clause shall excuse the CONSULTANT from proceeding with the AGREEMENT as changed.
- E. Notwithstanding the terms and condition 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.

**XV  
ENDORSEMENT OF PLANS**

The CONSULTANT shall place his endorsement on all plans, estimates or any other engineering data furnished by him.

**XVI  
TIB AND AGENCY REVIEW**

The AGENCY and TIB shall have the right to participate in the review or examination of the work in progress.

**XVII  
CERTIFICATION OF THE  
CONSULTANT AND THE AGENCY**

Attached hereto as Exhibit A-1, are the Certifications of the Consultant and the Agency.


**XVIII  
COMPLETE AGREEMENT**

This document and referenced attachments contains 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 an amendment to this AGREEMENT.

**XIX  
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 agreements contained in the proposal, and the supporting materials submitted by the CONSULTANT, and does hereby accept the AGREEMENT and agrees to all of the terms and conditions thereof.

In witness whereof the parties hereto have executed this AGREEMENT as of the day and year first above written.

By  By \_\_\_\_\_

Consultant HLA Engineering and Land Surveying, Inc. (HLA) City of Union Gap

## EXHIBIT A-1 Certification of Consultant

Project No. <b>8-4-181(006)-1</b>	City/County <b>City of Union Gap</b>
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I hereby certify that I am Michael T. Battle, PE a duly authorized representative of the firm of HLA Engineering and Land Surveying, Inc. (HLA) whose address is 2803 River Road, Yakima, WA 98902 and that neither I nor the above firm I here represent has:

- (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 contract.
- (b) Agreed, as an express or implied condition for obtaining this contract, to employ or retain the services of a firm or person in connection with carrying out the contract.
- (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 the contract; except as here expressly stated (if any):

I further certify that the firm I hereby represent is authorized to do business in the State of Washington and that the firm is in full compliance with requirements of the Board of Professional Registration.

I acknowledge that this certificate is to be available to the Transportation Improvement Board (TIB), in connection with this contract involving participation of TIB funds and is subject to applicable State and Federal laws, both criminal and civil.

5/10/2017  
Date

  
Signature

### Certification of Agency Official

I hereby certify that I am the AGENCY Official of the City of Union Gap, Washington and that the above consulting firm or his/her representative has not been required, directly or indirectly as an express or implied condition in connection with obtaining or carrying out this contract to:

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

I acknowledge that this certificate is to be available to the TIB, in connection with this contract involving participation of TIB funds and is subject to applicable State and Federal laws, both criminal and civil.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

## EXHIBIT B-1 Scope of Work

Project No. <b>8-4-181(006)-1</b>
<p>Describe the Scope of Work</p> <p><u>Construction Engineering Services</u></p> <p>Furnish a qualified resident engineer who shall be on the job at all times that significant work is in progress, whose duty shall be to provide surveillance of project construction for compliance with plans and specifications.</p> <p>Provide geometric control including construction staking.</p> <p>Prepare daily progress reports on the project.</p> <p>Consult and advise the AGENCY during construction and make final review and report of the completed work with representatives of the AGENCY.</p> <p>Review acceptance sampling and testing for construction materials.</p> <p>Perform measurement and computation of pay items.</p> <p>Review Contractor's submission of samples and shop drawings, where applicable.</p> <p>Recommend progress payments for the Contractor.</p> <p>Prepare proposed contract change orders when applicable.</p> <p>Administer construction meetings (as needed).</p> <p>Prepare and furnish reproducible record drawings and field notes of completed work in accordance with project field records.</p> <p>Prepare administrative documents to the appropriate agencies which have jurisdiction over funding, design, and construction of this project.</p> <p>Perform monitoring of the Contractor's compliance with the contract documents labor standards; review of Statements of Intent to Pay Prevailing Wages and Affidavits of Wages Paid.</p>
<p>Documents to be Furnished by the Consultant</p> <p>Monthly Progress Pay Estimates</p> <p>Resident Engineer's Reports</p> <p>Survey Construction Staking Notes</p> <p>Materials Testing Reports</p> <p>Construction Contractor Labor Documents</p> <p>Project Record Drawings</p>

**EXHIBIT D-1**  
**Consultant Fee Determination Summary Sheet**  
 (Lump Sum, Cost Plus Fixed Fee, Cost per Unit of Work)

Prepared by <b>HLA Engineering and Land Surveying, Inc. (HLA)</b>				Date <b>05/10/17</b>	
Project <b>South 14th Street Improvements</b>					
<b>Negotiated Rates</b>					
Classification	Man Hours		Rate		Cost
Senior Principal Engineer	38	x	\$196.00	=	\$7,448.00
Licensed Principal Land Surveyor	18	x	\$191.00	=	\$3,438.00
Licensed Principal Engineer	50	x	\$175.00	=	\$8,750.00
Licensed Professional Engineer	210	X	\$160.00	=	\$33,600.00
Licensed Professional Surveyor	32	x	\$146.00	=	\$4,672.00
Resident Engineer	950	x	\$109.00	=	\$103,550.00
Surveyor	280	x	\$109.00	=	\$30,520.00
Contract Administrator	120	x	\$120.00	=	\$14,400.00
Word Processing Technician	58	x	\$77.00	=	\$4,466.00
<b>TOTAL COST</b>					<b>\$210,844.00</b>
<b>REIMBURSABLES</b>					
Travel					\$1,100.00
Printing/Plotting/Postage					\$386.00
<b>SUBCONSULTANT COST</b>					
<b>GRAND TOTAL</b>					<b>\$212,330.00</b>

**EXHIBIT F-1**  
**Payment Upon Termination of Agreement**  
**by the Agency Other than for Fault of the Consultant**  
(Refer to Agreement, Section IX)

**Lump Sum Contracts**

A final payment shall be made to the CONSULTANT which when added to any payments previously made shall total the same percentage of the Lump Sum Amount as the work completed at the time of termination is to the total work required for the PROJECT. In addition, the CONSULTANT shall be paid for any authorized extra work completed.

**Cost Plus Fixed Fee Contracts**

A final payment shall be made to the CONSULTANT which when added to any payments previously made, shall total the actual costs plus the same percentage of the fixed fee as the work completed at the time of termination is to the total work required for the PROJECT. In addition, the CONSULTANT shall be paid for any authorized extra work completed.

**Specific Rates of Pay Contracts**

A final payment shall be made to the CONSULTANT for actual hours charged at the time of termination of this AGREEMENT plus and direct nonsalary costs incurred at the time of termination of this AGREEMENT.

**Cost Per Unit of Work Contracts**

A final payment shall be made to the CONSULTANT for actual units of work completed at the time of termination of this AGREEMENT.



## City Council Communication

**Meeting Date:** May 22, 2017  
**From:** Dennis Henne, Director of Public Works & Community Development  
**Topic/Issue:** Resolution - People For People - General Contract for Services

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**SYNOPSIS:** For your consideration is a *General Contract for Services* between the City of Union Gap and People for People. The purpose of this agreement is for People for People to provide the City with a Site Manager for the Union Gap Meals-On-Wheels congregate meal site located at the Senior Citizen Center at 1000 Ahtanum Road.

**RECOMMENDATION:** Adopt a Resolution authorizing the City Manager to sign a *General Contract for Services* between the City of Union Gap and People for People for the Site Manager to oversee the Senior Nutrition Program as it relates to the Senior Citizen Program.

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

**FINANCIAL REVIEW:**

**BACKGROUND INFORMATION:** N/A

**ADDITIONAL OPTIONS:** N/A

**ATTACHMENTS:**

1. Resolution
2. People for People - General Contract for Services

**CITY OF UNION GAP, WASHINGTON**  
**RESOLUTION NO. \_\_\_\_\_**

A **RESOLUTION** authorizing the City Manager to sign a *General Contract for Services* between the City of Union Gap and People for People for the Site Manager to oversee the Senior Nutrition Program.

**WHEREAS**, the PFP will provide a Site Manager for the Union Gap Meals-On-Wheels congregate meal site located at the Union Gap Senior Citizen Center at 1000 Ahtanum Road;

**WHEREAS**, the Site Manager will provide oversight for the senior nutrition program including meal service, completion of required paperwork, kitchen clean up, and organizing activities such as bingo, ping pong, and exercise classes approved by the City;

**WHEREAS**, the Site Manager's hours will be from 9:00 a.m. to 1:00 p.m. four (4) days per week, excluding holidays; this position is not an employee of the City and not entitled to any benefits or considerations of benefits from the City of Union Gap;

**WHEREAS**, City will reimburse PFP for Union Gap Senior Center services at \$1,242.00 once per month; the term of this Contract begins May 22nd, 2017 and ongoing until written notice by either party.

**WHEREAS**, the City desires to enter into the General Contract for Service with PFP for such services;

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

That the City Manager is authorized to sign the *General Contract for Services* with People for People for a Site Manager to oversee the Senior Nutrition Program as it relates to the Union Gap Senior Citizen Program

**PASSED** this 22<sup>nd</sup> day of May, 2017.

\_\_\_\_\_  
Roger Wentz, Mayor

ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_  
Karen Clifton, City Clerk

\_\_\_\_\_  
Bronson Brown, City Attorney

**GENERAL CONTRACT FOR SERVICES**  
**Between**  
**People for People and City of Union Gap**

This Contract for Services (hereinafter the "Contract") by and between **People For People (PFP)**, a Washington nonprofit corporation located at 304 West Lincoln Avenue, Yakima, WA 98902, and **City of Union Gap** located at 102 W Ahtanum Rd, Union Gap, Washington 98903, is made effective as of May 22<sup>nd</sup>, 2017. For purposes of this Contract, the party which is providing the services will be referred to as "PFP," and the party which will be providing the services will be referred to as "PFP."

**1. DESCRIPTION OF SERVICE.** Beginning on May 22<sup>nd</sup>, 2017, PFP will provide to the City of Union Gap a Site Manager for the Union Gap Meals-On-Wheels congregate meal site located at 1000 Ahtanum Rd, Union Gap, Washington. The Site Manager will provide oversight for the senior nutrition program including meal service, completion of required paperwork, kitchen clean up, and organizing activities such as bingo, ping pong, and exercise classes approved by the City of Union Gap. The Site Manager will provide oversight from 9:00 a.m. to 1:00 p.m. four (4) days per week, excluding holidays.

**A. MEALS ON WHEELS SITE MANAGER**

PFP will provide Meals-On-Wheels service to City of Union Gap. These services will include but not limited to:

- Provide eligible seniors with nutritious meals
- Ensure the meals are designed to by a qualified nutritionist to meet RDA (Recommended Daily Allowances) for a nutritious lunch.
- Maintain a clean, safe, friendly, and inviting setting for seniors to visit and enjoy their meal
- Interpret, maintain and ensure compliance with all policies and procedures for the Meals-On-Wheels program
- Coordinate and facilitate senior activities that support interaction and engagement

**2. PAYMENT FOR SERVICES.** City of Union Gap will reimburse PFP for Union Gap Senior Center Meals-On-Wheels services \$1,242.00 once per month for the term of this contract. PFP shall submit monthly invoices for payment. Invoices shall be submitted by the fifteenth of the month for the previous month's service. City of Union Gap will pay within thirty (30) days of receipt of invoice.

**3. SITE LOCATION.** The Union Gap Meals-On-Wheels service will be provided at Union Gap Senior Center 1000 W Ahtanum Rd Union Gap WA. The City of Union Gap will maintain the interior and exterior of facility. The City of Union Gap will provide and set up table and chairs for the Meals-On-Wheels service.

**4. TERM.** The term of this Contract begins May 22<sup>nd</sup>, 2017 and ongoing until written notice by either party.

**5. INDEMNIFICATION.**

- PFP agrees to hold harmless, indemnify and defend City of Union Gap, including its officials, officers, employees and agents from and against any and all suits, actions, claims, liability, damages, judgments, costs and expenses (including reasonable attorney's fees) which result from and arise out of the sole negligence of PFP, its officials, officers, employees, and agents.



- City of Union Gap agrees to hold harmless, indemnify and defend PFP, including its officials, officers, employees, and agents, from and against any and all suits, actions, claims, liability, damages, judgments, costs and expenses (including reasonable attorney's fees) which result from and arise out of the sole negligence of City of Union Gap, its officials, officers, employees and agents.
- In the event that the officials, officers, agents, and/or employees of both PFP and City of Union Gap are negligent, each party shall be liable for its contributory share of negligence for any suits, actions, claims, liability, damages, judgments, costs and expenses (including reasonable attorney's fees).
- Nothing contained in this section 5 of this Contract for Services shall be construed to create a right of indemnification in any third party.

**6. Employee.** This position is not an employee of the City of Union Gap and not entitled to any benefits or considerations of benefits from the City of Union Gap.

**7. TERMINATION.** Either party can terminate with or without cause with thirty day (30) written notice. Service is contingent upon PFP receiving funding from Southeast Washington Aging and Long Term Care Council of Governments to support the Meals-On-Wheels program.

**9. ENTIRE AGREEMENT.** This Contract contains the entire agreement of the parties, and there are no other promises or cond. This Contract supersedes any prior written or oral agreements between the parties.

**10. SEVERABILITY.** If any provision of this Contract is held to be invalid or unenforceable for any reason, the remaining provisions will continue to be valid and enforceable. If a court finds that any provision of this Contract is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision will be deemed to be written, construed, and enforced as so limited.

**11. AMENDMENT.** This Contract may be modified or amended in writing, if the writing is signed by the party obligated under the amendment.

**12. GOVERNING LAW.** This Contract shall be construed in accordance with the laws of the State of Washington.

**13. NOTICE.** Any notice or communication required or permitted under this Contract shall be deemed as sufficiently given if delivered in person or by certified mail, return receipt requested, to the address set forth in the opening paragraph or to such other address as one party may have furnished to the other in writing.

**14. ASSIGNMENT.** Neither party may assign or transfer this Contract without the prior written consent of the non-assigning party, which approval shall not be unreasonably withheld.

**People For People**

By: \_\_\_\_\_  
Madelyn Carlson                      Date:  
People For People, CEO

**City of Union Gap**

By: \_\_\_\_\_  
Arlene Fisher, City Manager      Date:



## City Council Communication

**Meeting Date:** May 22, 2017  
**From:** Dennis Henne, Director of Public Works & Community Development  
**Topic/Issue:** Resolution - Venue Management Agreement Amendment

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**SYNOPSIS:** Kim and Connie Eizenzimmer of the Vine Venue are Venue Managers for the City of Union Gap and are requesting a 10% increase in their venue management agreement.

**RECOMMENDATION:** Approve a Resolution authorizing the City Manager to sign an amended venue management services agreement with Kim and Connie Eizenzimmer of the Vine Venue.

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

**FINANCIAL REVIEW:** This expenditure will out of the Current Expense venue revenues.

**BACKGROUND INFORMATION:** N/A

**ADDITIONAL OPTIONS:** N/A

**ATTACHMENTS:**

1. Resolution
2. Amended Agreement for Professional Services – Venue Management
3. Historical Venue Revenue and Expenditures

**CITY OF UNION GAP, WASHINGTON**  
**RESOLUTION NO. \_\_\_\_\_**

A **RESOLUTION** authorizing the City Manager to sign an amended *Agreement for Professional Services* between the City of Union Gap and the Vine Venue for venue management services.

**WHEREAS**, Connie and Kim Eizenzimmer of the Vine Venue have requested an increase of pay in their venue management agreement;

**WHEREAS**, after reviewing the revenue increases that the City has seen since the Vine Venue began managing the venues and weighing it against the costs of overhead to maintain the venues the Council agrees to the requested increase;

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

That the City Manager is authorized to sign the amended *Agreement for Professional Services* between the City of Union Gap and the Vine Venue.

**PASSED** this 22<sup>nd</sup> day of May, 2017.

\_\_\_\_\_  
Roger Wentz, Mayor

ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_  
Karen Clifton, City Clerk

\_\_\_\_\_  
Bronson Brown, City Attorney

**AGREEMENT FOR PROFESSIONAL SERVICES**  
**VENUE MANAGEMENT - Amendment**

THIS AGREEMENT, entered into this \_\_\_\_ day of \_\_\_\_\_, 2017 by and between the City of Union Gap, 107 W. Ahtanum Road, PO Box 3008, Union Gap, WA 98903 (hereinafter called the "City"), and the Vine Venue (hereinafter called the "Service Provider").

**WITNESSETH:**

**1. GENERAL DESCRIPTION OF WORK:**

The Service Provider shall furnish all services, labor and related equipment necessary to conduct and complete the work as designated elsewhere in this Agreement.

**2. SCOPE OF WORK**

The Service Provider shall provide overall management and promotion of the "Barn" and "Activities Building" venues in the Ahtanum Youth Activities Park for the City. Services to be provided are detailed in the attached "Exhibit A – Scope of Work" and are made part of this Agreement.

**3. TIME FOR BEGINNING AND COMPLETION**

This agreement shall be for the period beginning September 14, 2015 and continue through December 31, 2018 unless terminated sooner by either party as provided herein.

**4. PAYMENT**

Payment shall be made from gross revenues for venue rentals as collected by the Service Provider and divided between the Service Provider and the City as detailed in the attached "Exhibit B – Payment".

The above payment amount is only for Venue Management Services performed or to be performed. Any actual costs incurred directly by the Service Provider shall be separately invoiced to be reimbursed by the City to the Service Provider upon prior approval of the City. Service Provider will be paid within thirty (30) working days following the receipt by the City of invoice for these costs.

Service Provider shall account monthly for gross revenues collected on behalf of the City and remit to City its portion of gross revenues as detailed in Exhibit B.

The Service Provider shall keep available for inspection by representatives of the City cost records and accounts pertaining to this Agreement and all items relating to or bearing upon these records for three years. In addition, if any litigation, claim, or audit arising out of, in connection with, or relating to this agreement is initiated before the expiration of the three-year period, the cost records and accounts shall be retained until such litigation, claim, or audit involving the records is completed.

5. **EMPLOYMENT**

Any and all employees of the Service Provider or other persons while engaged in the performance of any work or services required of the Service Provider under this Agreement, shall be considered employees of the Service Provider only and not of the City, and any and all claims that may or might 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 Service Provider'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 Service Provider.

6. **OTHER PARTIES**

It is mutually agreed that this Agreement is not transferable by either signatory to a third party without the consent of the other principal party.

7. **OWNERSHIP OF DOCUMENTS**

All documents and other work products prepared pursuant to this Agreement will become the property of the City upon payment to the Service Provider of amounts as set forth in this Agreement.

8. **TERMINATION**

This Agreement may be terminated by either party upon ninety (90) days written notice, by registered mail, or mailed to the other party at its usual place of business. In the event the Service Provider terminates this Agreement without the full amount of notice as provided by this paragraph, the City shall pay the Service Provider for the work performed up to and including the date of termination but shall not pay Service Providers' portion of actual gross revenues received by the City subsequent to termination for events booked by Service Provider prior to termination. In the event the City terminates this Agreement or the Service Provider terminates this Agreement with the full amount of notice as provided by this paragraph the City shall pay the Service Provider for the work performed including Service Providers' portion of actual gross revenues received by the City subsequent to termination for events booked by Service Provider prior to the date of termination with payment made when such revenues are actually received.

9. **INSURANCE**

The Service Provider shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property, which may arise from or in connection with the performance of the work hereunder by the Service Provider, its agents, representatives, or employees.

**No Limitation.** Service Provider's maintenance of insurance as required by the Agreement shall not be construed to limit the liability of the Service Provider to the

coverage provided by such insurance, or otherwise limit the City's recourse to any remedy available at law or in equity.

**Minimum Scope of Insurance.** Service Provider shall obtain insurance of the types described below:

1. Commercial General Liability insurance shall be written on ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, independent contractors and personal injury and advertising injury. The City shall be named as an insured under the Service Provider's Commercial General Liability insurance policy with respect to the work performed for the City.

2. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.

**10. INDEMNIFICATION / HOLD HARMLESS**

Service Provider shall defend, indemnify, and hold the City, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or resulting from the acts, errors or omissions of the Service Provider in performance of this Agreement, except for injuries and damages caused by the sole negligence of the City.

**11. STANDARD OF CARE**

The professional services will be furnished in accordance with the care and skill ordinarily used by members of the same profession practicing under similar conditions at the same time and in the same locality. The Service Provider makes no warranties express or implied, under this Agreement or otherwise, in connection with the Service Provider's services.

**12. SUCCESSORS OR ASSIGNS**

All of the terms, conditions and provisions hereof shall inure to the benefit of and be binding upon the parties hereto, and their respective successors and assigns; provided, however, that no assignment of the Agreement shall be made without written consent of the parties to the Agreement.

**13. EQUAL OPPORTUNITY AGREEMENT**

The Service Provider agrees that he will not discriminate against any customer, employee, or job applicants for work on this Agreement for reasons of sex, race, creed, religion, color, national origin, age, veteran or military status, sexual orientation, gender expression or identity, disability, or the use of trained dog guide or service animal.

**17. PARTIAL INVALIDITY**

Any provision of this Agreement which is found to be invalid or unenforceable shall be ineffective to the extent of such invalidity or unenforceability, and the invalidity or unenforceability of such provision shall not affect the validity or enforceability of the remaining provisions hereof.

**18 COMPLIANCE WITH CITY CODES AND STATE AND FEDERAL LAWS**

The Service Provider agrees to comply with all city codes and state and federal laws during the term of this agreement. In the event Service Provider at any time is not in full compliance with all such laws the City shall notify Service Provider of the non-compliance and put a plan in place for Service Provider to become compliant. If Service Provider does not follow the plan or become compliant then City may for cause, terminate this agreement. If at any time the City-owned venues are found to be out of compliance with city codes and state and federal laws during the term of this agreement it is the City's responsibility and not the Service Provider's responsibility to bring those City-owned venues into compliance.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

CITY OF UNION GAP, WASHINGTON

\_\_\_\_\_  
Arlene Fisher  
City Manager

\_\_\_\_\_  
Kim Eisenzimmer, Vine Venue

\_\_\_\_\_  
Connie Eisenzimmer, Vine Venue

ATTEST:

\_\_\_\_\_  
Karen Clifton  
City Clerk



**EXHIBIT “A” - SCOPE OF WORK**  
**VENUE MANAGEMENT PROFESSIONAL SERVICES AGREEMENT**

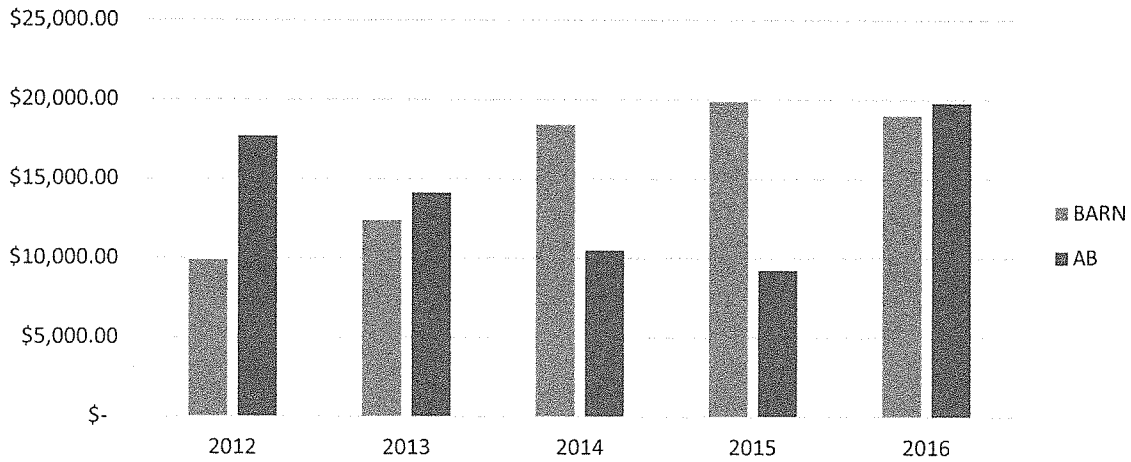
- a. Perform all necessary functions required as Venue Managers of the Barn and the Activities Buildings. Including all associated paper work for venue rentals.
- b. Provide advice, assistance, and management of the venues for weddings, receptions, reunions, and similar events to increase total bookings and gross revenues received.
- c. Market, advertise and promote the venues in coordination with the City’s other marketing efforts to maximize revenues while promoting the venues as destinations to support tourism and related economic development goals.
- d. Develop multi-year strategic marketing and promotion plan including marketing budget and revenue forecasts. Recommend facility improvements and report maintenance concerns to city staff.
- e. Schedule the venues, provide customer showings, and quality customer service including minor maintenance as may be needed on a last minute basis if city maintenance staff are unavailable.
- f. Ensure customer compliance with city permit and insurance requirements
- g. Work cooperatively with diverse stakeholders in the hospitality/tourism business including the City’s Lodging Tax Advisory Committee, City Council, Park Board and City Staff.
- h. Provide prompt, customer-oriented service to promote word-of-mouth and repeat customer business to maximize venue revenues.
- i. Collect and account for revenues received and timely report and remit receipts to the City as provided for pursuant to this agreement.

**EXHIBIT B - PAYMENT  
VENUE MANAGEMENT PROFESSIONAL SERVICES AGREEMENT**

<u>ANNUAL REVENUE</u>	<u>DIVISION (City/Vine Venue)</u>	<u>AMOUNT (Examples)</u>
\$0 - \$40,000	75%/25% 65%/35%	\$30,000/\$10,000 \$26,000/\$14,000 (\$40,000 gross revenue)
\$40,000 - \$60,000	70%/30% 60%/40%	— \$44,000/\$16,000 \$36,000/\$24,000 (\$60,000 gross revenue)
\$60,000 - \$80,000	65%/35% 55%/45%	\$57,000/\$23,000 \$44,000/\$36,000 (\$80,000 gross revenue)
>\$80,000	60%/40% 50%/50%	— \$69,000/\$31,000 \$50,000/\$50,000 (\$100,000 gross revenue)

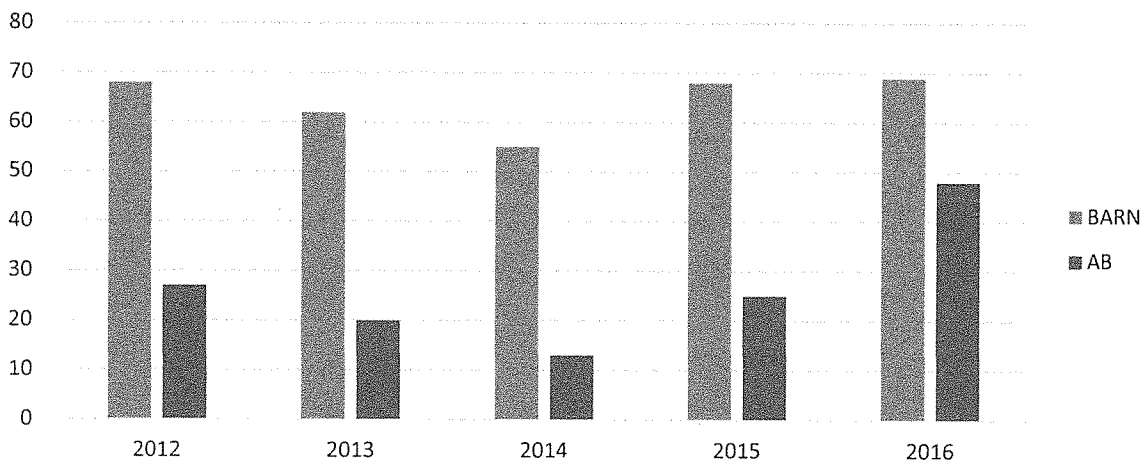
Revised May 17, 2017

### VENUE REVENUE COMPARISON



	2012	2013	2014	2015	2016	TOTALS
<b>BARN</b>	\$ 9,892.00	\$ 12,387.42	\$ 18,417.00	\$ 19,909.00	\$ 19,021.80	\$ 79,627.22
<b>AB</b>	\$ 17,699.19	\$ 14,137.32	\$ 10,503.00	\$ 9,253.00	\$ 19,794.00	\$ 71,386.51
	\$ 29,603.19	\$ 28,537.74	\$ 30,934.00	\$ 31,177.00	\$ 40,831.80	\$ 151,013.73

### VENUE RENTAL COMPARISON



	2012	2013	2014	2015	2016	TOTALS
<b>BARN</b>	68	62	55	68	69	322
<b>AB</b>	27	20	13	25	48	133
<b>TOTALS</b>	95	82	68	93	117	455

**Venue Expenditures  
2012 - 2016**

<b>Account</b>	<b>Title</b>	<b>2012 Actual</b>	<b>2013 Actual</b>	<b>2014 Actual</b>	<b>2015 Actual</b>	<b>2016 Actual</b>
001 576 80 31 00	ELECTRICITY	3,735.38	3,653.41	3,788.97	3,968.63	4,065.94
001 576 80 32 00	PROPANE	1,370.16	2,203.52	2,225.87	1,757.91	1,812.75
001 576 80 35 00	PAINTING OF ACTIVITIES BUILDING	-	-	23,335.90	-	-
001 576 80 37 00	VENUE MANAGEMENT WEBSITE SET-UP	-	-	-	300.00	-
001 576 80 41 00	PROFESSIONAL SERVICES VENUE CLEANING	-	-	-	-	8,687.50
001 576 80 41 01	PROF SVC- VENUE MANAGEMENT	-	-	-	313.75	6,280.75
<b>Total</b>		<b>\$ 5,105.54</b>	<b>\$ 5,856.93</b>	<b>\$ 29,350.73</b>	<b>\$ 6,340.28</b>	<b>\$ 20,846.94</b>



## City Council Communication

**Meeting Date:** May 22, 2017  
**From:** Dennis Henne; Director of Public Works & Community Development  
**Topic/Issue:** Resolution – Surplus and Sale of Parade Float

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**SYNOPSIS:** The City of Union Gap has an old parade float that it is not using and the City of Tieton is interested in purchasing it for a deminimis amount.

**RECOMMENDATION:** Adopt a Resolution declaring the parade float surplus and authorizing the City Manager to sell it to the City of Tieton for a deminimis price as determined by the Council.

**LEGAL REVIEW:** City Attorney has reviewed this resolution.

**FINANCIAL REVIEW:** N/A

**BACKGROUND INFORMATION:** The City has not used the parade float since approximately 2009.

**ADDITIONAL OPTIONS:** N/A

**ATTACHMENTS:** 1. Resolution  
2. Letter from City of Tieton

**CITY OF UNION GAP, WASHINGTON**  
**RESOLUTION NO. \_\_\_\_\_**

A **RESOLUTION** authorizing the surplus and sale of the City's parade float.

**WHEREAS**, the City of Union Gap is in possession of a parade float that it no longer uses and therefore is surplus to the City;

**WHEREAS**, City of Tieton is in need of a parade float and is willing to purchase the City's surplus parade float for a de minimis amount;

**WHEREAS**, RCW 39.33.010 provides the City with the authority to surplus and then "sell, transfer, exchange, lease or otherwise dispose of any property, real or personal, or property rights, including but not limited to the title to real property, to the state or any municipality or any political subdivision thereof, or the federal government, on such terms and conditions as may be mutually agreed upon by the proper authorities of the state and/or the subdivisions concerned";

**WHEREAS**, it is the desire of the City to sell the used parade float to the City of Tieton for a de minimis amount of \$\_\_\_\_\_;

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

The City's used parade float is declared surplus and the City Manager is authorized to sell it to the City of Tieton.

**PASSED** this 22nd day of May 2017.

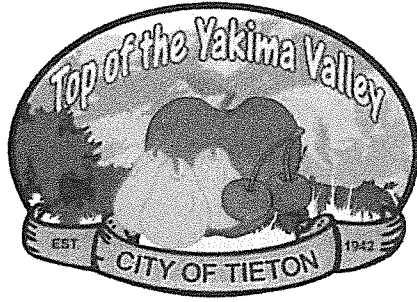
\_\_\_\_\_  
Roger Wentz, City Mayor

ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_  
Karen Clifton, City Clerk

\_\_\_\_\_  
Bronson Brown, City Attorney



May 03, 2017

Union Gap City Council  
PO Box 3008  
Union Gap, WA 98903-008

RE: Surplus Float & Trailer

Dear Union Gap City Council,

The City of Tieton has recently become aware, that the City of Union Gap, has in storage, a float and trailer that is in need of a new home.

The City of Tieton would be interested in providing a home for the trailer and float and would appreciate the consideration of surplusing or donating the above mentioned items to the City.

The city hosts Highland Community Days and would like to be able to represent itself with an entry in our parade as well as represent Tieton in other city's events. Thank you for your consideration.

Sincerely,

A handwritten signature in black ink, appearing to read "Fred Munoz".

Fred Munoz  
Clerk/Treasurer



## City Council Communication

**Meeting Date:** May 22, 2017  
**From:** Dennis Henne; Director of Public Works & Community Development  
**Topic/Issue:** Resolution - Set Public Hearing – Six-Year Transportation Improvement Program

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**SYNOPSIS:** A Public Hearing, to consider oral and written comments, for the Six-Year Transportation Improvement Program (T.I.P.) is required, prior to the City amending and adopting the T.I.P.

**RECOMMENDATION:** Adopt a resolution setting a public hearing to consider the Six-Year (2018-2023) Transportation Improvement Plan, on June 26, 2017 at 6:00 p.m.

**LEGAL REVIEW:** The City Attorney has reviewed this resolution.

**FINANCIAL REVIEW:** N/A

**BACKGROUND INFORMATION:** N/A

**ADDITIONAL OPTIONS:** N/A

**ATTACHMENTS:** Resolution



**CITY OF UNION GAP, WASHINGTON  
RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION** setting a public hearing to consider the Six-Year (2018-2023) Transportation Improvement Plan;

**WHEREAS**, the City Council for the City of Union Gap is considering adopting the Six-Year (2018-2023) Transportation Improvement Plan;

**WHEREAS**, the City Council desires to set a public hearing to consider adopting the Six-Year (2018-2023) Transportation Improvement Plan;

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

**Section 1.** That there shall be a public hearing to consider adopting the Six-Year (2018-2023) Transportation Improvement Plan before the City Council of the City of Union Gap, Washington, at its regularly scheduled meeting to be held on the 26th day of June, 2017 at 6:00 pm.

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

**PASSED** this 22<sup>nd</sup> day of May, 2017.

\_\_\_\_\_  
Roger Wentz, Mayor

ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_  
Karen Clifton, City Clerk

\_\_\_\_\_  
Bronson Brown, City Attorney



## City Council Communication

**Meeting Date:** May 22, 2017  
**From:** Dennis Henne, Director of Public Works & Community Development  
**Topic/Issue:** Award of Bid – South 14<sup>th</sup> Street Improvements

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**SYNOPSIS:** On May 16, 2017 a bid opening was held at City Hall Annex for the South 14<sup>th</sup> Street Improvements Project. Bids received have been reviewed by HLA Engineering & Land Surveying, Inc. and a recommendation to award letter is attached.

**RECOMMENDATION:** Motion to accept the most qualified, lowest responsible bidder for the South 14<sup>th</sup> Street Improvements - Apollo, Inc. of Kennewick, Washington in the amount of:

Schedule A	\$	1,144,695.00
Schedule B	\$	35,835.00
Schedule C	\$	3,859.17
<b>Total</b>	<b>\$</b>	<b>1,184,389.17</b>

**LEGAL REVIEW:** N/A

**FINANCIAL REVIEW:** Schedule A 121 Fund  
Schedule B Others  
Schedule C 404 Fund

**BACKGROUND INFORMATION:** N/A

**ADDITIONAL OPTIONS:** N/A

**ATTACHMENTS:** HLA Engineering and Land Surveying Inc. "Recommendation of Award" letter



May 17, 2017

City of Union Gap  
P.O. Box 3008  
Union Gap, WA 98903

Attn: Ms. Arlene Fisher  
City Manager

Re: City of Union Gap  
SOUTH 14<sup>TH</sup> STREET IMPROVEMENTS  
TIB Project No.: 8-4-181(006)-1  
HLA Project No.: 17027  
Recommendation of Award

Dear Ms. Fisher:

The bid opening for the above referenced project was held at Union Gap City Hall at 10:00 a.m. on Tuesday, May 16, 2017. A total of four (4) bids were received with the low bid of \$1,184,389.17, being offered by Apollo, Inc. of Kennewick, Washington. This low bid is approximately eleven (11) percent below the Engineer's Estimate of \$1,339,919.16.

We have reviewed and checked the bid proposals of all bidders and recommend the City of Union Gap award a construction contract to Apollo, Inc. in the amount of \$1,184,389.17, contingent on approval of the Transportation Improvement Board. Please send us a copy of the City of Union Gap Council minutes authorizing award of this project.

Enclosed are copies of the project Bid Summary for your review. Please advise if we may answer any questions or provide additional information.

Very truly yours,

A handwritten signature in black ink, appearing to read 'Michael D. Uhlman', is written over a horizontal line.



Michael D. Uhlman, PE

MDU/crf

Enclosures

Copy: Dennis Henne, Public Works Director (Email)  
Christa Draggie, Transportation Improvement Board (Email)  
Caroline Fitzsimmons, HLA  
Rachelle Pacsuta, HLA

BID SUMMARY						BIDDER #1		BIDDER #2		BIDDER #3	
Owner:		CITY OF UNION GAP				Apollo, Inc.		Granite Construction Company		Reclaim Company	
Project:		SOUTH 14TH STREET IMPROVEMENTS				1133 W. Columbia Drive		80 Pond Road		P.O. Box 4136	
HLA Project No.:		17027				P.O. Box 7305		Yakima, WA 98901		Yakima, WA 98904	
Bid Opening Date:		May 16, 2017				Kennewick, WA 99336					
Item No.	Item Description	Unit	Quantity	ENGINEER'S ESTIMATE		Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
				Unit Price	Amount						
<b>SCHEDULE A</b>											
1	Minor Change	FA	EST.	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00
2	Mobilization	LS	1	\$100,000.00	\$100,000.00	\$110,000.00	\$110,000.00	\$68,100.00	\$68,100.00	\$120,600.00	\$120,600.00
3	Project Temporary Traffic Control	LS	1	\$60,000.00	\$60,000.00	\$24,000.00	\$24,000.00	\$72,500.00	\$72,500.00	\$50,000.00	\$50,000.00
4	Unclassified Excavation Incl. Haul	CY	4,730	\$25.00	\$118,250.00	\$23.50	\$111,155.00	\$23.00	\$108,790.00	\$21.02	\$99,424.60
5	Shoring or Extra Excavation	LF	700	\$2.00	\$1,400.00	\$1.00	\$700.00	\$2.04	\$1,428.00	\$3.00	\$2,100.00
6	Crushed Surfacing Top Course	TON	375	\$26.00	\$9,750.00	\$43.00	\$16,125.00	\$28.20	\$10,575.00	\$33.60	\$12,600.00
7	Crushed Surfacing Base Course	TON	6,400	\$23.00	\$147,200.00	\$19.50	\$124,800.00	\$23.00	\$147,200.00	\$18.62	\$119,168.00
8	HMA Cl. 1/2-Inch PG 64-28	TON	4,000	\$90.00	\$360,000.00	\$90.00	\$360,000.00	\$81.00	\$324,000.00	\$90.00	\$360,000.00
9	Storm Sewer Pipe 12 In. Diam.	LF	825	\$45.00	\$37,125.00	\$24.00	\$19,800.00	\$53.00	\$43,725.00	\$40.00	\$33,000.00
10	Underdrain Pipe Infiltration Trench System 12 In. Diam.	LF	640	\$120.00	\$76,800.00	\$57.00	\$36,480.00	\$111.00	\$71,040.00	\$100.00	\$64,000.00
11	Catch Basin Type 1	EA	16	\$1,200.00	\$19,200.00	\$1,200.00	\$19,200.00	\$1,500.00	\$24,000.00	\$1,500.00	\$24,000.00
12	Catch Basin Type 2 48 In. Diam.	EA	9	\$3,000.00	\$27,000.00	\$2,800.00	\$25,200.00	\$3,675.00	\$33,075.00	\$3,500.00	\$31,500.00
13	Adjust Manhole	EA	8	\$600.00	\$4,800.00	\$285.00	\$2,280.00	\$750.00	\$6,000.00	\$1,000.00	\$8,000.00
14	Select Backfill, as Directed	CY	200	\$35.00	\$7,000.00	\$35.00	\$7,000.00	\$31.00	\$6,200.00	\$35.00	\$7,000.00
15	Adjust Valve Box	EA	11	\$500.00	\$5,500.00	\$150.00	\$1,650.00	\$525.00	\$5,775.00	\$500.00	\$5,500.00
16	Hydrant Extension	LF	1	\$500.00	\$500.00	\$750.00	\$750.00	\$975.00	\$975.00	\$3,500.00	\$3,500.00
17	Moving Existing Hydrant	EA	2	\$2,000.00	\$4,000.00	\$900.00	\$1,800.00	\$3,600.00	\$7,200.00	\$3,500.00	\$7,000.00
18	Roadside Restoration	FA	EST.	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00
19	Cement Conc. Traffic Curb and Gutter	LF	4,100	\$13.00	\$53,300.00	\$11.00	\$45,100.00	\$12.25	\$50,225.00	\$13.00	\$53,300.00
20	Commercial Driveway Approach	EA	9	\$7,000.00	\$63,000.00	\$4,700.00	\$42,300.00	\$6,200.00	\$55,800.00	\$5,200.00	\$46,800.00
21	Adjust Monument Case and Cover	EA	3	\$500.00	\$1,500.00	\$120.00	\$360.00	\$525.00	\$1,575.00	\$1,000.00	\$3,000.00
22	Cement Conc. Sidewalk, 4-Inch Thick	SY	745	\$45.00	\$33,525.00	\$37.00	\$27,565.00	\$51.00	\$37,995.00	\$38.52	\$28,697.40
23	Cement Conc. Sidewalk, 6-Inch Thick	SY	55	\$55.00	\$3,025.00	\$52.00	\$2,860.00	\$73.00	\$4,015.00	\$55.00	\$3,025.00
24	Cement Conc. Curb Ramp	EA	23	\$1,200.00	\$27,600.00	\$950.00	\$21,850.00	\$1,440.00	\$33,120.00	\$1,300.00	\$29,900.00
25	Mailbox Support, Type 1	EA	2	\$500.00	\$1,000.00	\$160.00	\$320.00	\$255.00	\$510.00	\$500.00	\$1,000.00
26	Mailbox Support, Type 2	EA	1	\$750.00	\$750.00	\$400.00	\$400.00	\$360.00	\$360.00	\$500.00	\$500.00
27	Relocate Existing Mailbox	EA	1	\$500.00	\$500.00	\$700.00	\$700.00	\$155.00	\$155.00	\$500.00	\$500.00
28	Illumination System, Complete	LS	1	\$90,000.00	\$90,000.00	\$112,000.00	\$112,000.00	\$78,000.00	\$78,000.00	\$95,101.40	\$95,101.40
29	Traffic Loops, Complete	LS	1	\$4,000.00	\$4,000.00	\$6,500.00	\$6,500.00	\$4,000.00	\$4,000.00	\$6,000.00	\$6,000.00
30	Permanent Signing	LS	1	\$3,000.00	\$3,000.00	\$1,400.00	\$1,400.00	\$1,630.00	\$1,630.00	\$1,500.00	\$1,500.00
31	Pavement Markings	LS	1	\$6,000.00	\$6,000.00	\$2,400.00	\$2,400.00	\$2,140.00	\$2,140.00	\$2,500.00	\$2,500.00
<b>SCHEDULE A TOTAL</b>					\$1,285,725.00		\$1,144,695.00		\$1,220,108.00		\$1,239,216.40

BID SUMMARY						BIDDER #1		BIDDER #2		BIDDER #3	
Owner:		CITY OF UNION GAP				Apollo, Inc.		Granite Construction Company		Reclaim Company	
Project:		SOUTH 14TH STREET IMPROVEMENTS				1133 W. Columbia Drive		80 Pond Road		P.O. Box 4136	
HLA Project No.:		17027				P.O. Box 7305		Yakima, WA 98901		Yakima, WA 98904	
Bid Opening Date:		May 16, 2017				Kennewick, WA 99336					
Item No.	Item Description	Unit	Quantity	ENGINEER'S ESTIMATE		Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
				Unit Price	Amount						
<b>SCHEDULE B</b>											
32	Tr. 5 Polymer Coated St. Culv. Pipe 2 2/3x1/2 In. Th. 30 In. Diam.	LF	80	\$70.00	\$5,600.00	\$62.00	\$4,960.00	\$117.00	\$9,360.00	\$80.00	\$6,400.00
33	Tr. 5 Polymer Coated St. Culv. Pipe Arch 2 2/3x1/2 In. Th. 35x24 In. Diam.	LF	340	\$80.00	\$27,200.00	\$62.00	\$21,080.00	\$109.00	\$37,060.00	\$80.00	\$27,200.00
34	Culvert Bedding Material	CY	40	\$40.00	\$1,600.00	\$28.00	\$1,120.00	\$29.00	\$1,160.00	\$35.00	\$1,400.00
35	Headwall for Culvert Pipe	EA	1	\$5,000.00	\$5,000.00	\$1,300.00	\$1,300.00	\$3,900.00	\$3,900.00	\$4,000.00	\$4,000.00
36	Storm Sewer Pipe 12 In. Diam.	LF	25	\$40.00	\$1,000.00	\$31.00	\$775.00	\$65.00	\$1,625.00	\$40.00	\$1,000.00
37	Catch Basin Type 2 60 In. Diam.	EA	1	\$5,000.00	\$5,000.00	\$4,000.00	\$4,000.00	\$4,000.00	\$4,000.00	\$5,500.00	\$5,500.00
38	Catch Basin Type 2 48 In. Diam.	EA	1	\$3,000.00	\$3,000.00	\$2,600.00	\$2,600.00	\$3,695.00	\$3,695.00	\$3,500.00	\$3,500.00
SCHEDULE B TOTAL					\$48,400.00		\$35,835.00		\$60,800.00		\$49,000.00
<b>SCHEDULE C</b>											
39	Select Backfill, as Directed	CY	22	\$30.00	\$660.00	\$35.00	\$770.00	\$31.00	\$682.00	\$35.00	\$770.00
40	Connection to Existing Manhole	EA	1	\$1,500.00	\$1,500.00	\$1,200.00	\$1,200.00	\$1,100.00	\$1,100.00	\$5,000.00	\$5,000.00
41	PVC Sanitary Sewer Pipe 12 In. Diam.	LF	40	\$80.00	\$3,200.00	\$40.00	\$1,600.00	\$150.00	\$6,000.00	\$100.00	\$4,000.00
SCHEDULE C SUBTOTAL					\$5,360.00		\$3,570.00		\$7,782.00		\$9,770.00
STATE SALES TAX 8.1%					\$434.16		\$289.17		\$630.34		\$791.37
SCHEDULE C TOTAL					\$5,794.16		\$3,859.17		\$8,412.34		\$10,561.37
BASE SCHEDULE A + SCHEDULE B + SCHEDULE C BID TOTAL					\$1,339,919.16		\$1,184,389.17		\$1,289,320.34		\$1,298,777.77
<b>ENGINEER'S REPORT</b>						<b>ADDITIONAL BID TOTALS</b>					
Competitive bids were opened on May 16, 2017. All bids have been reviewed by this office. We recommend the contract be awarded to: Apollo, Inc.						BIDDER		BID TOTAL			
						Advantage Dirt Contractors, Inc.		\$1,307,510.24			
 Project Engineer						5/16/2017 Date					
											
*Bid results can be found at: <a href="http://www.hlacivil.com">www.hlacivil.com</a>						*Highlighted amounts have been corrected.					



## City Council Communication

**Meeting Date:** May 22, 2017  
**From:** Karen Clifton, Director of Finance and Administration  
**Topic/Issue:** Resolution – Appointment of AWC Voting Delegates

---

**SYNOPSIS:** The City received a letter from the Association of Washington Cities (AWC) requesting that we submit up to 3 voting delegates from the City of Union Gap prior to the June 22, 2017 Annual business meeting.

**RECOMMENDATION:** Approve a resolution appointing up to 3 AWC voting delegates.

**LEGAL REVIEW:** The City Attorney has reviewed this resolution.

**FINANCIAL REVIEW:** N/A

**BACKGROUND INFORMATION:** N/A

**ADDITIONAL OPTIONS:** N/A

**ATTACHMENTS:** 1. Resolution  
2. Letter from AWC Regarding Appointing Voting Delegates

**CITY OF UNION GAP, WASHINGTON**  
**RESOLUTION NO. \_\_\_\_\_**

A RESOLUTION appointing \_\_\_\_\_; \_\_\_\_\_ and \_\_\_\_\_ to serve as Association of Washington Cities (AWC) voting delegates.

**WHEREAS**, AWC will be holding their Annual Business Meeting in June and are encouraging the City to appoint voting delegates;

**WHEREAS**, the City of Union Gap, can appoint up to three voting delegates;

**WHEREAS**, The voting delegates will have the opportunity to influence the operations of AWC by electing members of the AWC Board of Directors, voting on amendments to the AWC bylaws and considering floor amendments to the *Statement of Policy*:

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

The Council hereby appoints \_\_\_\_\_; \_\_\_\_\_ and \_\_\_\_\_ to serve as the City of Union Gap's voting delegates for the Association of Washington Cities.

**PASSED** this 22nd day of May, 2017.

\_\_\_\_\_  
Roger Wentz, City Mayor

ATTEST:

\_\_\_\_\_  
Karen Clifton, City Clerk

\_\_\_\_\_  
Bronson Brown, City Attorney

May 15, 2017

To: Mayor Roger Wentz  
From: Jim Restucci, AWC Board President  
Subject: 2017 AWC Annual Business Meeting

AWC invites you to attend the **Annual Business Meeting on Thursday, June 22, 2017, 4 – 5:45 pm at the Hilton Vancouver Washington Convention Center**, 301 W. 6<sup>th</sup> St. Vancouver, WA 98660 in the Heritage Ballrooms A, B, C, and D in conjunction with the AWC Annual Conference. On behalf of the AWC Board of Directors, I strongly encourage your city to participate by appointing voting delegates.

AWC bylaws allow each city to appoint up to three voting delegates. The bylaws do not specify a method or form cities must use to appoint delegates. If your city determines these appointments through council action, please share this information with your city council.

Each voting delegate has one vote. Voting delegates have the opportunity to influence the operations of AWC by:

- Electing the members of the AWC Board of Directors, who play a critical leadership role in the success of AWC;
- Voting on amendments to the AWC bylaws, which govern the association's operations; and
- Considering floor amendments to the Statement of Policy.

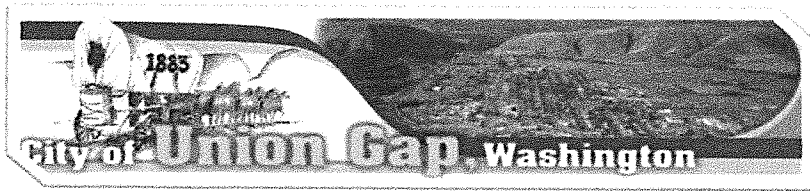
Once the Mayor, City Manager, or City Council has determined the city's voting delegates for 2017, please send their names and titles to Michelle Catlin, AWC Executive Assistant. The deadline for submitting voting delegates is **Thursday, June 15, 2017**. You may email or fax this information to Michelle Catlin at [michellec@awcnet.org](mailto:michellec@awcnet.org) or Fax: (360) 753-0149.

AWC's Statement of Policy provides the basis for policy recommendations by AWC's Legislative Priorities Committee, the Board and staff. It is updated at least every six years and was recently updated with committee recommendations in 2014 and amended on the floor at the 2015 Business Meeting. Further changes are not proposed for 2017, but the AWC Bylaws provide for members to propose amendments for floor action. If your city plans to propose a floor amendment, please complete the amendment form on AWC's website [www.awcnet.org/SOPAmendmentForm](http://www.awcnet.org/SOPAmendmentForm) and send it to Regina Adams at [reginaa@awcnet.org](mailto:reginaa@awcnet.org) by Wednesday, June 14.

Additional information on the Business Meeting, the AWC Board of Directors, and the Annual Conference can be found on AWC's website: [awcnet.org](http://awcnet.org).

cc: Karen Clifton, Finance/Administration Director  
Arlene Fisher, City Manager





## City Council Communication

**Meeting Date:** May 22, 2017  
**From:** Karen Clifton, Director of Finance and Administration  
**Topic/Issue:** Resolution – Surplus Computer Equipment

---

**SYNOPSIS:** The City has old computer equipment that is outdated and has been replaced, including several Police vehicle laptops and Public Works/Community Development computer towers.

**RECOMMENDATION:** Approve a resolution declaring old computer equipment, outlined in Exhibit A of the resolution, and disposing of them through Haverlo's.

**LEGAL REVIEW:** The City Attorney has reviewed this resolution.

**FINANCIAL REVIEW:** N/A

**BACKGROUND INFORMATION:** N/A

**ADDITIONAL OPTIONS:** N/A

**ATTACHMENTS:** Resolution

**CITY OF UNION GAP, WASHINGTON  
RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION** declaring old computer equipment surplus and providing for disposition of the same.

**WHEREAS**, the City of Union Gap has determined that it no longer has need for miscellaneous computer equipment - see "Exhibit A" attached hereto; and,

**WHEREAS**, the City of Union Gap wishes to surplus and dispose of the equipment;

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

Section 1. City of Union Gap declares the old computer equipment outlined on "Exhibit A" attached hereto as surplus.

Section 2. The City is authorized to dispose of the old computer equipment outlined on "Exhibit A" attached hereto.

**PASSED** this 22nd day of May, 2017.

\_\_\_\_\_  
Roger Wentz, City Mayor

ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_  
Karen Clifton, City Clerk

\_\_\_\_\_  
Bronson Brown, City Attorney

# Exhibit A

## Surplus of Computer Equipment

Computer Name	Inventory #	Product
General Dynamic	UGPD 1314	Laptop
General Dynamic	UGPD 1312	Laptop
General Dynamic	UGPD 1192	Laptop
General Dynamic	UGPD 1186	Laptop
General Dynamic	UGPD 1363	Laptop
General Dynamic	UGPD 1313	Laptop
General Dynamic	UGPD 1191	Laptop
General Dynamic	UGPD 1189	Laptop
General Dynamic	UGPD 1187	Laptop
General Dynamic	UGPD 1311	Laptop
General Dynamic	UGPD 1310	Laptop
General Dynamic	Model No. CF47FY6GUCM	Laptop
Panasonic ( GoBook VR-2)	Model No. 1X605	Laptop
Dell	Old Park Computer	Tower
Dell	00446	Tower
Dell	00602	Tower
Dell	00574	Tower



## City Council Communication

**Meeting Date:** May 22, 2017  
**From:** Karen Clifton, Director of Finance and Administration  
**Topic/Issue:** Library Discussion

---

**SYNOPSIS:** Kim Hixon from Yakima Valley Libraries will be present for a discussion about the library.

**RECOMMENDATION:** N/A

**LEGAL REVIEW:** N/A

**FINANCIAL REVIEW:** This was discussed at the May 8, 2016 Finance and Administration committee meeting.

**BACKGROUND INFORMATION:** N/A

**ADDITIONAL OPTIONS:** N/A

**ATTACHMENTS:**

1. Estimated Costs for New Library
2. City of Union Gap Costs for Library Service

Draft Only.

Estimated Costs for New Library  
Union Gap - March 2017

Approximately 1,200 sq. feet

Open Hours:

Staffing

	39 Weekly		
Librarian	1	40	76,372
Library Assistant II	0.55	22	28,969
Library Assistant I	0.375	15	9,510
<b>Total FTE</b>	<b>1.925</b>	<b>77</b>	<b>\$ 114,851</b>

Open Hours

Day	Hours	FTE
Mon	Closed	0
Tue	Closed	0
Wed	10 to 7	9
Thu	10 to 7	9
Fri	10 to 7	9
Sat	10 to 5	7
Sun	Noon to 5	5
<b>Total</b>		<b>39</b>

39

Yrk will pay for improvements.

Capital Start Up Costs - Estimates

Collection	\$ 103,004.80	
Computers	25,000.00	Hardware (4 public, 2 ELS, 2 staff) plus software & licensing, Envisionware
Furniture	50,000.00	Circ desk, chairs, computer carrels, book trucks
Painting and miscellaneous	5,000.00	Interior paint
Shelving	60,000.00	Estimate only - would include all new shelving
Indirect Start Up	20,000.00	Staffing - facilities, tech services, collection, public services
<b>Estimated Start Up Costs</b>	<b>\$ 263,004.80</b>	One time capital start up costs

Annual Ongoing Estimated Expenditures

Direct Expenditures

Wages and Benefits	\$ 114,850.93	Professional librarian (40 hours), support staff (22 hours)
Collection	46,224.00	Includes books, eresources, databases @ 4% of collection budget
Supplies	2,000.00	Includes program and summer reading supplies
Prof Services	50.00	Includes programs and summer reading programs
Telephone	600.00	\$50 per month
Internet	2,160.00	County rate is \$60 per month per 1 mbs-estimated 3 mbs for access
Training & Travel	3,000.00	
Utilities	3,500.00	
Repairs & Maintenance	2,000.00	Equipment - copiers, printers, furniture
Miscellaneous	1,000.00	
Dept Services	87,087.23	See description below

Annual Expenditures

	262,472.16
Admin Indirect	12,734.24
<b>Annual with Indirect</b>	<b>\$ 275,206.40</b>

Dept Services\*

Public Service Admin*	60,323.44	Based on 4% circ 2012 UG Figures
Facility Services**	12,832.17	
IT Services***	13,931.62	Based on department cost * 8 computers
<b>Total Department Services</b>	<b>87,087.23</b>	

Admin Services \*\*\*\*

	12,734.24	Based on wages/benefits * FTE
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\* Public Services District Programs includes collection development, technical services, interlibrary loans, communication

\*\* Facility Services includes cleaning of space and ongoing equipment maintenance

\*\*\* IT Services include district wide integrated library services, computer support, software maintenance

\*\*\*\* Admin Services include accounting, payroll, human resources

**City of Union Gap Payments for Library Services  
2005 Through 2017**

<b>Year</b>	<b>Amount Paid</b>
2017	\$23,100.00
2016	\$23,100.00
2015	\$19,250.00
2014	\$19,250.00
2013	\$19,250.00
2012	\$114,358.35
2011	\$117,389.85
2010	\$115,189.73
2009	\$115,189.43
2008	\$110,823.01
2007	\$104,550.00
2006	\$102,000.00
2005	\$95,955.59



## City Council Communication

**Meeting Date:** May 22, 2017

**From:** Gregory Cobb, Chief of Police

**Topic / Issue:** Resolution – Police Department Surplus Vehicles

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**SYNOPSIS:** The Police Department wished to surplus two vehicles we no longer need. One is a 2007 Ford CVPI patrol car with 102,610 miles, VIN 2FAHP71V68X150568. The other is a 2007 Ford CVPI patrol car with 100,117 miles, VIN 2FAHP71W27X148226. We have attempted to sell two previously surplused vehicles to other agencies without success. We will take VIN 2FAHP71V68X150568 to Haverlo's for the spring auction. As previously discussed at the May 15<sup>th</sup> Public Safety Committee meeting we have received a request from the Criminal Justice Training Commission (CJTC) for donations of patrol cars to aid in the training of new recruits. VIN 2FAHP71W27X148226 meets their need and we are requesting authorization to surplus and donate this vehicle to the CJTC.

**RECOMMENDATION:** Approve a resolution declaring Police Department vehicles surplus and authorizing the Police Department to sell one at the Haverlo's spring auction and to donate the other to the CJTC for recruit training.

**LEGAL REVIEW:** Resolution prepared by City Attorney

**FINANCIAL REVIEW:**

**BACKGROUND INFORMATION:**

**ADDITIONAL OPTIONS:**

**ATTACHMENTS:** Resolution

**CITY OF UNION GAP, WASHINGTON  
RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION** declaring vehicles surplus and providing for disposition of the same.

**WHEREAS**, the City of Union Gap has determined that it no longer has need for two Police Department vehicles; and,

**WHEREAS**, the City of Union Gap Police Department wishes to surplus and dispose of the vehicles;

**WHEREAS**, the Union Gap Police Department plan to take one vehicle, VIN 2FAHP71V68X150568 to Haverlo's for the spring auction; and

**WHEREAS**, the City received a request from the Criminal Justice Training Commission (CJTC) for donations of patrol cars to aid in the training of new recruits. One of the Union Gap patrol cars, VIN 2FAHP71W27X148226, meets their needs and the Union Gap Police Department desire to donate this vehicle to the CJTC; and

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

Section 1. City of Union Gap motor vehicles as follows are hereby declared surplus: 2007 Ford CVPI, VIN 2FAHP71V68X150568 and a 2007 Ford CVPI, VIN 2FAHP71W2X148226

Section 2. The City is authorized to dispose of the above-listed motor vehicles in the following manner: Take the 2007 Ford CVPI VIN 2FAHP71V68X150568 and auction it at the Haverlo's spring auction and donate the 2007 Ford CVPI VIN 2FAHP71W27X148226 to the CJTC to aid in the training of new recruits.

**PASSED** this 22nd day of May, 2017.

\_\_\_\_\_  
Roger Wentz, City Mayor

ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_  
Karen Clifton, City Clerk

\_\_\_\_\_  
Bronson Brown, City Attorney



# CONSENT AGENDA

**UNION GAP CITY COUNCIL REGULAR MEETING**  
**UNION GAP COUNCIL CHAMBERS**  
*Union Gap, Washington*  
*May 8, 2017 Regular Meeting*  
**MINUTES**

Call to Order

Mayor Wentz called the Regular Meeting of the Union Gap City Council to order at 6:00 p.m.

Council Members Present

Council Members Lenz, Carney, Olson, Butler, Matson and Schilling were present.

Staff Present

City Manager Fisher, City Attorney Brown, Police Chief Cobb, Finance & Administration Director Clifton and Community Development Director Henne.

Audience Present

See attached list.

Pledge of Allegiance

Deputy Mayor Schilling led the Pledge of Allegiance.

Consent Agenda

Motion by Council Member Butler, second by Council Member Lenz to approve the consent agenda as follows:

Regular Council Meeting Minutes, dated April 24, 2017, as attached to the Agenda and maintained in electronic format.

Claims Vouchers – EFT's and Voucher Nos. 94650 through 94730 for May 8, 2017, in the amount of \$873,060.47.

Motion carried unanimously.

Items from the Audience

Larry Miller asked for the status of the New City Hall and Police Department building. City Manager Fisher explained that there will be an open house on Tuesday, May 9<sup>th</sup> from 5:30 p.m. to 7:00 p.m. for the community to view the design of the new civic center.

Jeremy Defoe spoke to the Council about a free veteran workshop that he is conducting to help veterans complete their wills. He requested permission to display his flyer at City Hall. City Manager Fisher took the flyer and assured Mr. Defoe that it would be displayed at the front counter of City Hall.

General Items

Public Works/Community  
Development

Resolution No. – \_\_\_\_\_ –

Council Member Olson provided Council with an email from Paul

*CITY OF UNION GAP REGULAR COUNCIL MEETING MINUTES – May 8, 2017*

Surplus and Sale of Parade Float  
Strater of the Agricultural Museum stating that he would like some time for the museum to discuss whether they would like to take over the float and prepare it for future parades.

Motion by Council Member Wentz, second by Council Member Olson to table this resolution until the Agricultural Museum has had an opportunity to discuss taking over the float.

Resolution No. - 17-23 - Yakima Infantil Soccer League Agreement  
Motion by Council Member Olson, second by Council Member Schilling to adopt Resolution No. 17-23 authorizing the City Manager to sign a Facility Use Agreement with Yakima Infantil Soccer League. Motion carried unanimously.

Resolution No. - 17-24 – Staffing Agreement – Atlas Staffing, Inc.  
Motion by Council Member Butler, second by Council Member Olson to adopt Resolution No. 17-24 authorizing the City Manager to sign a Staffing Agreement with Atlas Staffing Inc. Motion carried unanimously.

Finance & Administration

1<sup>st</sup> Quarter 2017 Financial Update  
Finance & Administration Director Clifton presented the 1<sup>st</sup> Quarter 2017 Financial Update and answered questions from the Council.

Items from the Audience  
Larry Miller asked why Union Gap West did not get invitations to the open house. He also disagreed with the title “Civic Campus” stating that this makes it sound like a civic center which he felt is misleading.

City Manager Report  
City Manager Fisher stated that she attended the Labor Relations Conference last week; Six staff members attended the Blue Zone luncheon today which was very good and also goes toward our *AWC Well City Award*; staff is continuing to work to fill the Senior Center Liaison and Civil Engineer positions; Meals on Wheels is helping to serve food to the senior citizens; reminded the Council about the open house on Tuesday at 5:30 to 7:00 p.m.; Chief Cobb and City Manager Fisher attended the community forum at Davis High School last week, which focused on community safety.

Communications/Questions/Comments  
The Master Gardener calendar of events and website information was included in the packet.

Development of next agenda  
Deputy Mayor Schilling asked that the library be discussed.

Adjournment of Meeting  
Mayor Wentz adjourned the May 8, 2017 Regular Council Meeting at 6:40 p.m.

*CITY OF UNION GAP REGULAR COUNCIL MEETING MINUTES – May 8, 2017*

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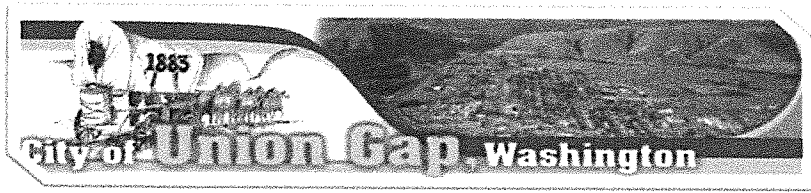
Arlene Fisher-Maurer, City Manager

ATTEST:

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Karen Clifton, City Clerk





## City Council Communication

**Meeting Date:** May 22, 2017  
**From:** Karen Clifton, Director of Finance and Administration  
**Topic/Issue:** Payroll Vouchers – April, 2017

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**SYNOPSIS:** Payroll Vouchers for April, 2017

**RECOMMENDATION:** Request Council to approve EFTs and Voucher No. 41602 through 41606 and 94731 through 94745 in the amount of \$371,018.91.

**LEGAL REVIEW:** N/A

**FINANCIAL REVIEW:** N/A

**BACKGROUND INFORMATION:** N/A

**ADDITIONAL OPTIONS:** N/A

**ATTACHMENTS:** Payroll Voucher Register

# WARRANT/CHECK REGISTER

CITY OF UNION GAP  
MCAG #: 0853

Time: 13:45:58 Date: 05/04/2017

01/01/2017 To: 05/31/2017

Page: 1

Trans	Date	Type	Acct #	War #	Claimant	Amount	Memo
2321	03/31/2017	Payroll	2	EFT	WA STATE DEPT OF L&I	157.13	QUARTERLY TAX - 1ST QTR 2017
2322	04/13/2017	Payroll	2	EFT	JOSEPH VANICEK	313.78	March Correction
2787	05/10/2017	Payroll	2	EFT	TERRI L BERTELSEN	2,627.51	April Payroll
2788	05/10/2017	Payroll	2	EFT	LYNETTE BISCONER	3,728.55	April Payroll
2789	05/10/2017	Payroll	2	EFT	RYAN BONSEN	4,183.89	April Payroll
2790	05/10/2017	Payroll	2	EFT	JABAN R BROWNELL	4,381.79	April Payroll
2791	05/10/2017	Payroll	2	EFT	CRAIG G BUNTING	3,075.34	April Payroll
2792	05/10/2017	Payroll	2	EFT	DAVID D BUTLER	540.59	April Payroll
2793	05/10/2017	Payroll	2	EFT	MARK CARNEY	552.64	April Payroll
2794	05/10/2017	Payroll	2	EFT	JASON G CAVANAUGH	3,344.79	April Payroll
2795	05/10/2017	Payroll	2	EFT	CHRISTOPHER J CLARK	3,002.50	April Payroll
2796	05/10/2017	Payroll	2	EFT	KAREN CLIFTON	4,650.11	April Payroll
2798	05/10/2017	Payroll	2	EFT	CHRIS DAHL	4,026.57	April Payroll
2799	05/10/2017	Payroll	2	EFT	ERICK MICHAEL DELP	3,687.19	April Payroll
2800	05/10/2017	Payroll	2	EFT	DAMON A DUNSMORE	3,519.18	April Payroll
2801	05/10/2017	Payroll	2	EFT	ARLENE F FISHER-MAURER	7,769.38	April Payroll
2802	05/10/2017	Payroll	2	EFT	DENNIS HENNE	4,728.43	April Payroll
2803	05/10/2017	Payroll	2	EFT	ROBERT M HENNESSY	3,238.75	April Payroll
2804	05/10/2017	Payroll	2	EFT	JARED S HUNT	3,633.70	April Payroll
2805	05/10/2017	Payroll	2	EFT	SHAWN R JAMES	4,141.21	April Payroll
2806	05/10/2017	Payroll	2	EFT	RUDY M JIMENEZ	3,528.96	April Payroll
2807	05/10/2017	Payroll	2	EFT	CHASE KELLOGG	4,365.21	April Payroll
2809	05/10/2017	Payroll	2	EFT	CHAD E LENZ	550.64	April Payroll
2810	05/10/2017	Payroll	2	EFT	ALBA L LEVESQUE	3,927.96	April Payroll
2811	05/10/2017	Payroll	2	EFT	JO LINDER	2,696.03	April Payroll
2812	05/10/2017	Payroll	2	EFT	TERESA LOPEZ	2,235.80	April Payroll
2813	05/10/2017	Payroll	2	EFT	DAVID W MATSON	552.64	April Payroll
2814	05/10/2017	Payroll	2	EFT	STACE J MCKINLEY	4,352.27	April Payroll
2815	05/10/2017	Payroll	2	EFT	ROBERT MCRAE	3,902.62	April Payroll
2816	05/10/2017	Payroll	2	EFT	CAROL ANN MONTGOMERY	1,794.86	April Payroll
2817	05/10/2017	Payroll	2	EFT	CASEY M MOORE	2,154.14	April Payroll
2818	05/10/2017	Payroll	2	EFT	SERGIO E OCHOA	3,330.09	April Payroll
2820	05/10/2017	Payroll	2	EFT	RONALD PHILLIPS	3,973.02	April Payroll
2821	05/10/2017	Payroll	2	EFT	AMBER E RADKE	2,624.68	April Payroll
2822	05/10/2017	Payroll	2	EFT	HECTOR A RIVERA	3,939.85	April Payroll
2823	05/10/2017	Payroll	2	EFT	PAUL K SANDERS	3,835.13	April Payroll
2824	05/10/2017	Payroll	2	EFT	CURTIS J SANTUCCI	3,932.79	April Payroll
2825	05/10/2017	Payroll	2	EFT	KURT W SCHELHAMMER	3,360.88	April Payroll
2826	05/10/2017	Payroll	2	EFT	JULIE SCHILLING	550.64	April Payroll
2827	05/10/2017	Payroll	2	EFT	MICHAEL STILLWAUGH	4,819.38	April Payroll
2828	05/10/2017	Payroll	2	EFT	RAYMOND V SUAREZ	3,101.98	April Payroll
2830	05/10/2017	Payroll	2	EFT	AMANDA L TOWLE	2,884.15	April Payroll
2831	05/10/2017	Payroll	2	EFT	ERIC B TURLEY	4,684.35	April Payroll
2832	05/10/2017	Payroll	2	EFT	JENNY V VALLE	2,666.96	April Payroll
2833	05/10/2017	Payroll	2	EFT	JOSEPH VANICEK	4,329.32	April Payroll
2834	05/10/2017	Payroll	2	EFT	JESSE A WALRUFF	3,325.65	April Payroll
2835	05/10/2017	Payroll	2	EFT	GLORIA A WALTMAN	2,599.49	April Payroll
2836	05/10/2017	Payroll	2	EFT	TERRYL D WAY	5,556.80	April Payroll
2838	05/10/2017	Payroll	2	EFT	ROGER E WENTZ	509.84	April Payroll
2840	05/10/2017	Payroll	2	EFT	AWC EMPLOYEE BENEFIT TRUST	75,678.13	LEOFF1 RETIREE MEDICAL BENEFITS - 04/2014; Pay Cycle(s) 05/01/2017 To 05/31/2017 - Medical

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Trans	Date	Type	Acct #	War #	Claimant	Amount	Memo
2841	05/10/2017	Payroll	2	EFT	INTERNAL REVENUE SERVICE	66,369.03	941 Deposit for Pay Cycle(s) 04/13/2017 - 04/13/2017; 941 Deposit for Pay Cycle(s) 05/01/2017 - 05/31/2017
2842	05/10/2017	Payroll	2	EFT	WA STATE DEPT OF SOCIAL	146.00	Pay Cycle(s) 05/01/2017 To 05/31/2017 - WSDCS
2843	05/10/2017	Payroll	2	EFT	WA STATE DRS - DCP	140.00	Pay Cycle(s) 05/01/2017 To 05/31/2017 - DRS - DCP
2844	05/10/2017	Payroll	2	EFT	WA STATE LAW ENFORCEMENT	15,597.74	Pay Cycle(s) 04/13/2017 To 04/13/2017 - LEOFF II; Pay Cycle(s) 05/01/2017 To 05/31/2017 - LEOFF II
2845	05/10/2017	Payroll	2	EFT	WA STATE PUBLIC EMPLOYEES	20,184.08	Pay Cycle(s) 05/01/2017 To 05/31/2017 - PERS II; Pay Cycle(s) 05/01/2017 To 05/31/2017 - PERS III
2797	05/10/2017	Payroll	2	41602	GREGORY COBB	5,437.43	April Payroll
2808	05/10/2017	Payroll	2	41603	MARILYNNE L KENDRICK	294.97	April Payroll
2819	05/10/2017	Payroll	2	41604	DAN C OLSON	552.64	April Payroll
2829	05/10/2017	Payroll	2	41605	ROSA M SUAREZ	294.97	April Payroll
2837	05/10/2017	Payroll	2	41606	TONI A WEBB	294.97	April Payroll
2846	05/10/2017	Payroll	2	94731	AFLAC	326.90	Pay Cycle(s) 05/01/2017 To 05/31/2017 - AFLAC; Pay Cycle(s) 05/01/2017 To 05/31/2017 - AFLAC Pre Tax
2847	05/10/2017	Payroll	2	94732	EMPLOYEE FUND	58.00	Pay Cycle(s) 05/01/2017 To 05/31/2017 - Employee Fund
2848	05/10/2017	Payroll	2	94733	EVERGREEN FINANCIAL SERVICES INC	747.51	Pay Cycle(s) 05/01/2017 To 05/31/2017 - GARN1
2849	05/10/2017	Payroll	2	94734	ICMA RETIREMENT TRUST#302189	10,765.44	Pay Cycle(s) 04/13/2017 To 04/13/2017 - ICMA Retirement Trust; Pay Cycle(s) 05/01/2017 To 05/31/2017 - ICMA Retirement Trust
2850	05/10/2017	Payroll	2	94735	ICMA RETIREMENT TRUST	1,795.99	Pay Cycle(s) 05/01/2017 To 05/31/2017 - ICMA MNGT Trust
2851	05/10/2017	Payroll	2	94736	TEAMSTERS LOCAL 760	554.00	Pay Cycle(s) 05/01/2017 To 05/31/2017 - Teamsters Dues
2852	05/10/2017	Payroll	2	94737	UNION GAP POLICE OFFICERS ASSN	1,200.00	Pay Cycle(s) 05/01/2017 To 05/31/2017 - UGPOA Dues
2853	05/10/2017	Payroll	2	94738	UNITED WAY OF YAKIMA CNTY	10.00	Pay Cycle(s) 05/01/2017 To 05/31/2017 - United Way
2854	05/10/2017	Payroll	2	94739	USABLE LIFE	79.80	Pay Cycle(s) 05/01/2017 To 05/31/2017 - USable Life
2855	05/10/2017	Payroll	2	94740	WA STATE COUNCIL OF CNTY	590.65	Pay Cycle(s) 05/01/2017 To 05/31/2017 - AFCSME Dues
2856	05/10/2017	Payroll	2	94741	WA STATE COUNCIL OF	150.00	Pay Cycle(s) 05/01/2017 To 05/31/2017 - WSCOPO Dues
2857	05/10/2017	Payroll	2	94742	WA STATE EMPLOYMENT SECURITY DEPT	7,540.44	UNEMPLOYMENT BENEFITS - 1ST QTR 2017
2858	05/10/2017	Payroll	2	94743	WESTERN CONFERENCE OF	1,386.64	Pay Cycle(s) 05/01/2017 To 05/31/2017 - Teamster's Pension



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2859	05/10/2017	Payroll	2	94744	WESTERN STATES POLICE MEDICAL TRUST	1,045.84	Pay Cycle(s) 05/01/2017 To 05/31/2017 - WSPMT
2860	05/10/2017	Payroll	2	94745	WSCCCE TRUST	4,388.58	Pay Cycle(s) 05/01/2017 To 05/31/2017 - WSCCE
						280,431.52	
001 Current Expense Fund						280,431.52	
101 Street Fund						30,366.61	
128 Transit System Fund						5,245.45	
401 Water Fund						29,778.37	
402 Garbage Fund						802.47	
403 Sewer Fund						24,394.49	
						<u>371,018.91</u>	
						371,018.91	Payroll: 371,018.91



## City Council Communication

**Meeting Date:** May 22, 2017  
**From:** Karen Clifton, Director of Finance and Administration  
**Topic/Issue:** Claim Vouchers – May 22, 2017

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**SYNOPSIS:** Claim Vouchers Dated May 22, 2017

**RECOMMENDATION:** Request Council to approve EFTs and Voucher No. 94746 and Voucher through 94811 in the amount of \$561,802.37.

**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

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2781	05/03/2017	Claims	2	EFT	CHASE PAYMENTECH	773.68	ONLINE UB PAYMENTS - 04/2017
2999	05/22/2017	Claims	2	EFT	CENTURY LINK	48.01	SHOP FAX-04/26/2017-05/26/2017
3000	05/22/2017	Claims	2	EFT	OFFICE DEPOT-CITY HALL	227.52	PRINTER & 2 YEAR WARRANTY PACKAGE FOR WORKING FOREMAN'S OFFICE
3001	05/22/2017	Claims	2	EFT	OFFICE DEPOT-PD	321.47	CHAIR/BINDER/BUBBLE MAILERS/KEYBOARD
3002	05/22/2017	Claims	2	EFT	US BANK CARDMEMBER SVC	5,849.26	ENGINEER/PLANNER AD-04/02/17-04/12/2017; CIVIL ENGINEER AD-05/3/17-05/10/2017; CIVIL ENGINEER AD-TRI-CITY HERALD; PERMIT TECH TRAINING-APRIL 2017; PATROL FUEL; HEADLIGHT VEH 4; LIGHTBULB; PORTABLE GENE
3059	05/22/2017	Claims	2	EFT	WELLS FARGO VENDOR FIN SERV	671.21	TASKALFA 6052CI-05/21/2017-06/20/2017
3070	05/22/2017	Claims	2	EFT	US BANK CARDMEMBER SVC	8.92	MICROSOFT 360 - 04/2017
2914	05/10/2017	Claims	2	94746	MEDSTAR CABULANCE,	70,310.72	DIAL A RIDE/FIXED ROUTE-04/2017
3003	05/22/2017	Claims	2	94747	ARC ARCHITECTS INC	18,400.88	ARCHITECTURAL SERVICES; UNION GAP
3004	05/22/2017	Claims	2	94748	BASIN DISPOSAL OF YAKIMA LLC	86,759.15	GA/RCY-03/22/17-04/21/2017
3005	05/22/2017	Claims	2	94749	BLUMENTHAL UNIFORMS	213.53	STAR PINS/NAMEPLATES/SERVING SINCE PINSEMERGENCY BLANKETS
3006	05/22/2017	Claims	2	94750	BOB HALL AUTO	263.61	VEH 24 BATTERY/TESTING
3007	05/22/2017	Claims	2	94751	BURROWS TRACTOR COMPANY	662.22	BLADE 21" X2, BLADE 25", ROLLER ASSY
3008	05/22/2017	Claims	2	94752	CANON SOLUTIONS AMERICA	365.24	COPIER MAINTENANCE
3009	05/22/2017	Claims	2	94753	CAREY MOTORS	27.00	LOF VEH 1
3010	05/22/2017	Claims	2	94754	CASCADE NATURAL GAS CORP	463.78	4401 MAIN ST & 4401 1/2-04/4/17-05/03/2017; CH/FD-04/4/2017-05/03/2017
3011	05/22/2017	Claims	2	94755	ATTN: VALERIE SECRIST CCSO	240.00	RESERVE TRAINING WEEKEND
3012	05/22/2017	Claims	2	94756	CENTRAL WA AG MUSEUM	4,134.50	AG MUSEUM COORDINATOR-4/2014; AG MUSEUM COORDINATOR-12/16;03/2017 :04/2017
3013	05/22/2017	Claims	2	94757	CENTRAL WASHINGTON FAIR ASSOC.	1,875.00	MARKETING & SALES - 05/2017
3014	05/22/2017	Claims	2	94758	CENTURY LINK - LD	27.69	CH LONG DISTANCE-04/04/2017-05/3/2017; PD LONG DISTANCE-04/01/2017-04/30/2017
3015	05/22/2017	Claims	2	94759	CI SHRED	37.60	PD SHRED SERVICE APRIL 2017
3016	05/22/2017	Claims	2	94760	CINTAS CORP #605	257.90	CH MAT SERVICE; PD MAT SERVICE APRIL 2017

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3017	05/22/2017	Claims	2	94761	CLASSIC PRINTING INC	232.50	UB STATEMENTS-04/2017
3018	05/22/2017	Claims	2	94762	COLEMAN OIL COMPANY	2,493.76	CED FUEL-04/17; FUEL THRU 04.30.17
3019	05/22/2017	Claims	2	94763	FIRESTONE TIRE & SERVICE CTRS	108.75	REMOVED 2 TIRES VEH 18 TO PUT ON VEH 9; VEH 7 TIRE CHANGEOVER/VEH 17 TIRE CHANGEOVER/TIRE MOUNT/WHEEL BALANCE
3020	05/22/2017	Claims	2	94764	GAP AUTO PARTS	25.58	FUNNEL/OIL/2 GAL AUTO SHUT
3021	05/22/2017	Claims	2	94765	GEARJAMMER	3,159.38	FUEL APRIL 2017
3022	05/22/2017	Claims	2	94766	JUAN & MARIA GONZALEZ	25.90	OVERPAYMNET REFUND
3023	05/22/2017	Claims	2	94767	GRANT J HUNT CO	3,989.40	DESIGN & MARKETING SVC-04/2017; TRAVEL REIMBURSEMENT
3024	05/22/2017	Claims	2	94768	GW INC	101.46	GLOCK 15-RD MAGAZINE
3025	05/22/2017	Claims	2	94769	JUB ENGINEERS INC	7,260.44	BELTWAY CONNECTOR PROJECT; PROFESSIONAL SVCS FEBRUARY 26, 2017 TO APRIL 1, 2017
3026	05/22/2017	Claims	2	94770	LAW OFFICES OF MARGITA DORNAY	10,000.00	PROSECUTING ATTORNEY - 05/2017
3027	05/22/2017	Claims	2	94771	LOWES COMPANY INC	359.65	SUPPLIES FOR PAINTING, WEEDS, WATER; CH LIGHT BULB
3028	05/22/2017	Claims	2	94772	MANSFIELD ALARM CO INC	90.00	ALARM MONITORING-06/01/2017-08/31/2017
3029	05/22/2017	Claims	2	94773	MORTONS SUPPLY	704.06	IRRIGATION MAINTENANCE
3030	05/22/2017	Claims	2	94774	ROBERT R NORTHCOTT	1,595.00	PUBLIC DEFENDER-05/02/2017-05/15/2017
3031	05/22/2017	Claims	2	94775	OFFICE SOLUTIONS NORTHWEST	100.92	COPY PAPER; POST-ITS & FLAGS
3032	05/22/2017	Claims	2	94776	OLD TIME SPRAY SERVICE	81.15	TREE AND SHRUB SPRAY
3033	05/22/2017	Claims	2	94777	PACIFIC POWER	19,488.60	AG MUSEUM-03/31/2017-05/01/2017; PD POWER-03/31/2017-05/01/2017 ; CH/FD-03/31/2017-05/01/2017; LIFT STATION-03/31/2017-05/01/2017; STREET LIGHTS-4/2017; AREA LIGHTS-04/2017; TRAFFIC LIGHTS-04/2017;
3034	05/22/2017	Claims	2	94778	PEPSI COLA - YAKIMA	89.00	WATER RENTAL AND CONTRACT
3035	05/22/2017	Claims	2	94779	POSITIVE CONCEPTS/ATPI	245.00	SECTOR PAPER
3036	05/22/2017	Claims	2	94780	PROTECTION ONE	34.18	ALARM MONITORING-05/01/17-05/31/17
3037	05/22/2017	Claims	2	94781	REPUBLIC PUBLISHING CO	1,116.12	AD FOR PW MAINTENANCE PERSONNEL; OFFICE ENGINEER/ PLANNER ADVERTISING
3038	05/22/2017	Claims	2	94782	SAN DIEGO POLICE EQUIPMENT CO INC	1,414.49	AMMUNITION
3039	05/22/2017	Claims	2	94783	AGUSTIN SERRANO	32.94	Refund Utility Deposit
3040	05/22/2017	Claims	2	94784	SHELL OIL COMPANY	39.90	FUEL DELP
3041	05/22/2017	Claims	2	94785	SHERWIN-WILLIAMS COMPANY	556.46	PAINT FOR PICNIC TABLES

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3042	05/22/2017	Claims	2	94786	SHRED-IT USA	70.14	SHRED SVC-04/01/2017-04/30/2017
3043	05/22/2017	Claims	2	94787	SIRCHIE FINGER PRINT	52.26	PHOTO REFERENCE SCALES
3044	05/22/2017	Claims	2	94788	DON C. SMITH	791.89	LEOFF 1 RETIREE RX; MEDICARE PERMIUM; LEOFF 1 RETIREE RX
3045	05/22/2017	Claims	2	94789	SOFTWARE ONE INC	1,404.65	OFFICE STANDARD/WINDOWS SERVER
3046	05/22/2017	Claims	2	94790	SPLASH EXPRESS AUTO SERVICES LLC	16.68	CH CAR WASH & 1-CODE
3047	05/22/2017	Claims	2	94791	SPRINT ACCT #929468397	81.98	SR CTR INTERNET-03/26/17-04/25/2017
3048	05/22/2017	Claims	2	94792	THE VINE VENUE INC	945.00	VENUE MANAGEMENT-04/22/2017/A B&BARN; VENUE MANAGEMENT-5/06/2017-BA RN/AB
3049	05/22/2017	Claims	2	94793	TRI-CITY HERALD	448.92	ENGINEER/PLANNER AD
3050	05/22/2017	Claims	2	94794	UNION GAP WATER FUND & SEWER	114.03	PD WATER/SEWER/GARBAGE APRIL 2017
3051	05/22/2017	Claims	2	94795	UNITED STATES POSTMASTER	778.71	UB POSTAGE-05/2017
3052	05/22/2017	Claims	2	94796	US LINEN & UNIFORM	437.56	UNIFORM SERVICE; 04.03.17, 04.10.17, 04.17.17, 04.24.17
3053	05/22/2017	Claims	2	94797	JENNY V VALLE	105.07	PERMIT TECH TRAINING-APRIL 2017
3054	05/22/2017	Claims	2	94798	WA STATE AUDITOR	232.50	SR CTR INVESTIGATION
3055	05/22/2017	Claims	2	94799	WA STATE DEPT OF COMMERCE	295,926.34	PUBLIC WORKS TRUST FUNDS
3056	05/22/2017	Claims	2	94800	WA STATE DEPT OF	291.20	BOILER/PRESSURE VESSEL INSPECTIONS AT ACTIVITIES BLDG, BARN, AG, PW CD, ANNEX, FIRE, SHOP, LIFT STATION
3057	05/22/2017	Claims	2	94801	WAPRO	35.00	RECORDS TRAINING
3058	05/22/2017	Claims	2	94802	WASHINGTON TOURISM ALLIANCE	75.00	UG TOURISM FLASH DRIVES
3060	05/22/2017	Claims	2	94804	WHITE GLOVE CLEANING SERVICES	1,537.00	POST CLEANING-BARN/AB
3061	05/22/2017	Claims	2	94805	YAKIMA CO AUDITOR	34.00	UTILITY LIEN
3062	05/22/2017	Claims	2	94806	YAKIMA CO PUBLIC SERVICES	239.00	TRAFFIC SIGN MANUFACTURING
3063	05/22/2017	Claims	2	94807	YAKIMA COOPERATIVE ASSN	89.05	JANITOR FUEL-04/2017
3064	05/22/2017	Claims	2	94808	YAKIMA HUMANE SOCIETY	2,912.00	ANIMAL CONTROL SVC-04/2017
3065	05/22/2017	Claims	2	94809	YAKIMA VALLEY CONFERENCE	6,772.07	UNION GAP PSA-GMA APRIL 2017; TECHNICAL ASSISTANCE-04/2017
3066	05/22/2017	Claims	2	94810	YAKIMA VALLEY TOURISM	715.00	FARM COLLECTORS MAGAZINE AD-4/2017
3067	05/22/2017	Claims	2	94811	YAKIMA WASTE SYSTEMS INC	1,426.31	WASTE-04/01/2017-04/30/2017
3069	05/22/2017	Claims	2	98403	REPUBLIC PUBLISHING CO	987.48	NTC BIDS FOR CIVIC CAMPUS
						47,501.75	
001 Current Expense Fund						16,101.68	
101 Street Fund						8,524.80	
107 Convention Center Reserve Fund							

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				108 Tourism Promotion Area Fund	2,665.00	
				116 City Hall Building Reserve Fund	18,454.45	
				124 Infrastructure Reserve Fund	7,260.44	
				128 Transit System Fund	70,358.29	
				401 Water Fund	181,024.93	
				402 Garbage Fund	89,332.30	
				403 Sewer Fund	120,519.89	
				414 Water Deposits	58.84	
					<hr/>	
					561,802.37	Claims: 561,802.37

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2781	05/03/2017	Claims	2	EFT	CHASE PAYMENTECH	773.68	ONLINE UB PAYMENTS - 04/2017
			401 - 534 50 49 00 - MISCELLANEOUS			257.89	
			403 - 535 50 49 00 - MISCELLANEOUS			257.89	
			402 - 537 50 49 00 - MISCELLANEOUS			257.90	
2999	05/22/2017	Claims	2	EFT	CENTURY LINK	48.01	SHOP FAX-04/26/2017-05/26/2017
			401 - 534 50 42 00 - COMMUNICATION			12.00	
			403 - 535 50 42 00 - COMMUNICATION			12.00	
			402 - 537 50 42 00 - COMMUNICATION			12.00	
			101 - 543 30 42 00 - COMMUNICATION			12.01	
3000	05/22/2017	Claims	2	EFT	OFFICE DEPOT-CITY HALL	227.52	PRINTER & 2 YEAR WARRANTY PACKAGE FOR WORKING FOREMAN'S OFFICE
			401 - 534 50 31 00 - SUPPLIES			45.50	
			403 - 535 50 31 00 - SUPPLIES			45.50	
			402 - 537 50 31 00 - SUPPLIES			45.50	
			101 - 542 30 31 00 - SUPPLIES			45.51	
			001 - 576 80 31 00 - SUPPLIES			45.51	
3001	05/22/2017	Claims	2	EFT	OFFICE DEPOT-PD	321.47	CHAIR/BINDER/BUBBLE MAILERS/KEYBOARD
			001 - 521 10 31 00 - PD ADMIN SUPPLIES			257.27	
			001 - 521 22 31 00 - PATROL SUPPLIES			34.38	
			001 - 528 80 31 00 - OFFICE & OPERATING SUP			29.82	
3002	05/22/2017	Claims	2	EFT	US BANK CARDMEMBER SVC	5,849.26	ENGINEER/PLANNER AD-04/02/17-04/12/2017; CIVIL ENGINEER AD-05/3/17-05/10/2017; CIVIL ENGINEER AD-TRI-CITY HERALD; PERMIT TECH TRAINING-APRIL 2017; PATROL FUEL; HEADLIGHT VEH 4; LIGHTBULB; PORTABLE GENE
			001 - 514 23 43 00 - TRAVEL			141.47	
			001 - 517 91 31 00 - SUPPLIES			100.00	
			001 - 521 10 43 00 - PD ADMIN TRAVEL			20.34	
			001 - 521 10 43 00 - PD ADMIN TRAVEL			15.37	
			001 - 521 10 43 00 - PD ADMIN TRAVEL			8.98	
			001 - 521 21 31 00 - INVESTIGATION SUPPLIES			1,025.87	
			001 - 521 22 32 00 - PATROL FUEL			163.95	
			001 - 521 22 48 00 - PATROL REPAIRS & MAIN			50.84	
			001 - 521 22 48 00 - PATROL REPAIRS & MAIN			3.00	
			001 - 521 40 32 00 - PD TRAINING FUEL			79.55	
			001 - 521 40 32 00 - PD TRAINING FUEL			42.32	
			001 - 521 40 43 00 - PD TRAINING TRAVEL			657.38	
			001 - 521 40 43 00 - PD TRAINING TRAVEL			852.17	
			001 - 524 20 43 00 - TRAVEL			250.93	
			001 - 524 20 44 00 - ADVERTISING			777.38	
			001 - 524 20 44 00 - ADVERTISING			239.05	
			401 - 534 50 43 00 - TRAVEL			48.28	
			403 - 535 50 43 00 - TRAVEL			6.81	
			101 - 542 30 43 00 - TRAVEL			6.82	
			001 - 558 60 43 00 - TRAVEL			250.93	
			001 - 558 60 44 00 - ADVERTISING			777.38	
			001 - 558 60 44 00 - ADVERTISING			239.05	
			001 - 576 80 31 00 - SUPPLIES			37.82	
			116 - 594 10 31 00 - CITY COMPLEX SUPPLIES			17.26	
			116 - 594 10 31 00 - CITY COMPLEX SUPPLIES			36.31	
3059	05/22/2017	Claims	2	EFT	WELLS FARGO VENDOR FIN SERV	671.21	TASKALFA 6052CI-05/21/2017-06/20/2017

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			001 - 511 60 45 00		- OPERATING RENTALS & LI	37.59	
			001 - 513 10 45 00		- OPERATING RENTALS & LI	4.01	
			001 - 514 23 45 00		- OPERATING RENTALS & LI	127.75	
			001 - 514 30 45 00		- OPERATING RENTALS & LI	146.79	
			001 - 521 10 45 00		- PD ADMIN RENTALS & LEA	2.24	
			001 - 521 10 45 00		- PD ADMIN RENTALS & LEA	0.01	
			001 - 522 10 45 00		- OPERATING RENTALS & LI	0.01	
			001 - 524 20 45 00		- OPERATING RENTALS & LI	32.38	
			401 - 534 50 45 00		- OPERATING RENTALS & LI	74.50	
			403 - 535 50 45 00		- OPERATING RENTALS & LI	74.50	
			402 - 537 50 45 00		- OPERATING RENTALS & LI	74.50	
			101 - 543 30 45 00		- OPERATING RENTALS & LI	71.22	
			001 - 558 60 45 00		- OPERATING RENTALS & LI	4.94	
			001 - 576 80 45 00		- OPERATING RENTALS & LI	20.77	
3070	05/22/2017	Claims	2		EFT US BANK CARDMEMBER SVC	8.92	MICROSOFT 360 - 04/2017
			001 - 511 60 49 00		- MISCELLANEOUS	8.92	
2914	05/10/2017	Claims	2	94746	MEDSTAR CABULANCE, INC.	70,310.72	DIAL A RIDE/FIXED ROUTE-04/2017
			128 - 547 60 49 00		- TRANSIT SERVICE PAYME	70,310.72	
3003	05/22/2017	Claims	2	94747	ARC ARCHITECTS INC	18,400.88	ARCHITECTURAL SERVICES; UNION GAP CIVIC CENTER
			116 - 595 10 41 01		- PROF. SERVICES-CITY HAI	18,400.88	
3004	05/22/2017	Claims	2	94748	BASIN DISPOSAL OF YAKIMA LLC	86,759.15	GA/RCY-03/22/17-04/21/2017
			402 - 537 60 49 00		- CONTRACTED SERVICES	86,759.15	
3005	05/22/2017	Claims	2	94749	BLUMENTHAL UNIFORMS	213.53	STAR PINS/NAMEPLATES/SERVING SINCE PINSEMERGENCY BLANKETS
			001 - 521 22 21 00		- PATROL UNIFORMS & EQU	213.53	
3006	05/22/2017	Claims	2	94750	BOB HALL AUTO	263.61	VEH 24 BATTERY/TESTING
			001 - 521 21 48 00		- INVESTIGATION REPAIRS	263.61	
3007	05/22/2017	Claims	2	94751	BURROWS TRACTOR COMPANY	662.22	BLADE 21" X2, BLADE 25", ROLLER ASSY
			001 - 576 80 48 00		- REPAIRS & MAINTENANCE	662.22	
3008	05/22/2017	Claims	2	94752	CANON SOLUTIONS AMERICA	365.24	COPIER MAINTENANCE
			001 - 528 80 48 00		- REPAIRS & MAINTENANCE	365.24	
3009	05/22/2017	Claims	2	94753	CAREY MOTORS	27.00	LOF VEH 1
			001 - 521 22 48 00		- PATROL REPAIRS & MAIN	27.00	
3010	05/22/2017	Claims	2	94754	CASCADE NATURAL GAS CORP	463.78	4401 MAIN ST & 4401 1/2-04/4/17-05/03/2017; CH/FD-04/4/2017-05/03/2017
			001 - 518 20 47 00		- UTILITIES/CITY HALL	74.94	
			001 - 522 20 47 00		- PUBLIC UTILITY SERVICES	156.82	
			403 - 535 50 47 00		- UTILITIES	23.67	
			402 - 537 50 47 00		- UTILITIES	208.35	
3011	05/22/2017	Claims	2	94755	ATTN: VALERIE SECRIST CCSO	240.00	RESERVE TRAINING WEEKEND
			001 - 521 40 49 00		- PD TRAINING MISCELLAN	240.00	



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3012	05/22/2017	Claims	2	94756	CENTRAL WA AG MUSEUM	4,134.50	AG MUSEUM COORDINATOR-4/2014; AG MUSEUM COORDINATOR-12/16;03/2017:04/2017
					107 - 571 10 41 00 - PROF SVCS-AG MUSEUM	190.00	
					107 - 571 10 41 00 - PROF SVCS-AG MUSEUM	3,944.50	
3013	05/22/2017	Claims	2	94757	CENTRAL WASHINGTON FAIR ASSOC.	1,875.00	MARKETING & SALES - 05/2017
					108 - 557 30 44 01 - STATE FAIR PARK SALES I	1,875.00	
3014	05/22/2017	Claims	2	94758	CENTURY LINK - LD	27.69	CH LONG DISTANCE-04/04/2017-05/3/2017; PD LONG DISTANCE-04/01/2017-04/30/2017
					001 - 511 60 42 01 - COMMUNICATION	1.37	
					001 - 513 10 42 01 - COMMUNICATION	3.95	
					001 - 514 23 42 00 - COMMUNICATIONS	1.37	
					001 - 514 30 42 00 - COMMUNICATIONS	1.37	
					001 - 524 20 42 00 - COMMUNICATION	1.37	
					001 - 528 80 42 00 - COMMUNICATION	1.37	
					001 - 528 80 42 00 - COMMUNICATION	10.57	
					401 - 534 50 42 00 - COMMUNICATION	1.24	
					403 - 535 50 42 00 - COMMUNICATION	1.23	
					402 - 537 50 42 00 - COMMUNICATION	1.37	
					101 - 543 30 42 00 - COMMUNICATION	1.23	
					001 - 558 60 42 00 - COMMUNICATION	1.25	
3015	05/22/2017	Claims	2	94759	CI SHRED	37.60	PD SHRED SERVICE APRIL 2017
					001 - 528 80 49 00 - MISCELLANEOUS	37.60	
3016	05/22/2017	Claims	2	94760	CINTAS CORP #605	257.90	CH MAT SERVICE; PD MAT SERVICE APRIL 2017
					001 - 518 31 45 00 - OPERATING RENTALS & L	58.45	
					001 - 521 50 45 00 - PD FACILITIES OPERATION	199.45	
3017	05/22/2017	Claims	2	94761	CLASSIC PRINTING INC	232.50	UB STATEMENTS-04/2017
					401 - 534 50 41 00 - PROFESSIONAL SERVICES	77.50	
					403 - 535 50 41 00 - PROFESSIONAL SERVICES	77.50	
					402 - 537 50 41 00 - PROFESSIONAL SERVICES	77.50	
3018	05/22/2017	Claims	2	94762	COLEMAN OIL COMPANY	2,493.76	CED FUEL-04/17; FUEL THRU 04.30.17
					001 - 524 20 32 00 - FUEL	20.90	
					403 - 531 30 32 00 - STORMWATER FUEL	46.63	
					401 - 534 50 32 00 - FUEL	930.18	
					403 - 535 50 32 00 - FUEL	403.67	
					402 - 537 50 32 00 - FUEL	8.32	
					101 - 542 30 32 00 - FUEL	225.20	
					101 - 542 30 32 00 - FUEL	4.04	
					101 - 542 66 32 00 - FUEL	190.51	
					101 - 542 67 32 00 - FUEL	105.01	
					101 - 542 70 32 00 - FUEL	355.24	
					101 - 542 90 32 00 - FUEL CONSUMED	5.00	
					128 - 547 60 32 00 - FUEL CONSUMED	47.57	
					001 - 558 60 32 00 - FUEL	20.90	
					001 - 576 80 32 00 - FUEL	130.59	
3019	05/22/2017	Claims	2	94763	FIRESTONE TIRE & SERVICE CTRS	108.75	REMOVED 2 TIRES VEH 18 TO PUT ON VEH 9; VEH 7 TIRE CHANGEOVER/VEH 17 TIRE CHANGEOVER/TIRE MOUNT/WHEEL BALANCE
					001 - 521 22 48 00 - PATROL REPAIRS & MAIN	40.86	
					001 - 521 22 48 00 - PATROL REPAIRS & MAIN	67.89	

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3020	05/22/2017	Claims	2	94764	GAP AUTO PARTS	25.58	FUNNEL/OIL/2 GAL AUTO SHUT
					001 - 521 22 31 00 - PATROL SUPPLIES	25.58	
3021	05/22/2017	Claims	2	94765	GEARJAMMER	3,159.38	FUEL APRIL 2017
					001 - 521 10 32 00 - PD ADMIN FUEL	190.34	
					001 - 521 21 32 00 - INVESTIGATION FUEL	576.71	
					001 - 521 22 32 00 - PATROL FUEL	2,392.33	
3022	05/22/2017	Claims	2	94766	JUAN & MARIA GONZALEZ	25.90	OVERPAYMNET REFUND
					414 - 586 00 04 14 - DEPOSIT REFUND	25.90	
3023	05/22/2017	Claims	2	94767	GRANT J HUNT CO	3,989.40	DESIGN & MARKETING SVC-04/2017; TRAVEL REIMBURSEMENT
					107 - 557 30 41 01 - GRANT J. HUNT COL	3,989.40	
3024	05/22/2017	Claims	2	94768	GW INC	101.46	GLOCK 15-RD MAGAZINE
					001 - 521 22 21 00 - PATROL UNIFORMS & EQU	101.46	
3025	05/22/2017	Claims	2	94769	JUB ENGINEERS INC	7,260.44	BELTWAY CONNECTOR PROJECT; PROFESSIONAL SVCS FEBRUARY 26, 2017 TO APRIL 1, 2017
					124 - 595 10 41 26 - BELTWAY CONNECTOR-PI	7,260.44	
3026	05/22/2017	Claims	2	94770	LAW OFFICES OF MARGITA DORNAY	10,000.00	PROSECUTING ATTORNEY - 05/2017
					001 - 515 30 41 02 - PROF SERVICES - PROS. AT	10,000.00	
3027	05/22/2017	Claims	2	94771	LOWES COMPANY INC	359.65	SUPPLIES FOR PAINTING, WEEDS, WATER; CH LIGHT BULB
					001 - 518 20 48 00 - REPAIRS & MAINTENANCE	5.39	
					401 - 534 50 31 00 - SUPPLIES	16.27	
					101 - 542 70 31 00 - SUPPLIES	61.65	
					001 - 576 80 31 00 - SUPPLIES	276.34	
3028	05/22/2017	Claims	2	94772	MANSFIELD ALARM CO INC	90.00	ALARM MONITORING-06/01/2017-08/31/2017
					001 - 518 20 41 00 - PROF.. SERVICES	90.00	
3029	05/22/2017	Claims	2	94773	MORTONS SUPPLY	704.06	IRRIGATION MAINTENANCE
					001 - 576 80 31 00 - SUPPLIES	704.06	
3030	05/22/2017	Claims	2	94774	ROBERT R NORTHCOTT	1,595.00	PUBLIC DEFENDER-05/02/2017-05/15/2017
					001 - 515 91 41 03 - PROF SERVICES-PUBLIC D	1,595.00	
3031	05/22/2017	Claims	2	94775	OFFICE SOLUTIONS NORTHWEST	100.92	COPY PAPER; POST-ITS & FLAGS
					001 - 511 60 31 01 - SUPPLIES	4.24	
					001 - 513 10 31 00 - SUPPLIES	0.45	
					001 - 514 23 31 00 - SUPPLIES	14.40	
					001 - 514 23 31 00 - SUPPLIES	12.62	
					001 - 514 30 31 00 - SUPPLIES	16.54	
					001 - 514 30 31 00 - SUPPLIES	12.65	
					001 - 521 10 31 00 - PD ADMIN SUPPLIES	0.25	
					001 - 524 20 31 00 - SUPPLIES	3.65	
					401 - 534 50 31 00 - SUPPLIES	8.40	
					403 - 535 50 31 00 - SUPPLIES	8.40	
					402 - 537 50 31 00 - SUPPLIES	8.40	
					101 - 543 30 31 00 - SUPPLIES	8.03	
					001 - 558 60 31 00 - SUPPLIES	0.56	
					001 - 576 80 31 00 - SUPPLIES	2.33	

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3032	05/22/2017	Claims	2	94776	OLD TIME SPRAY SERVICE	81.15	TREE AND SHRUB SPRAY
					001 - 521 50 41 00 - PD FACILITIES PROFESSIO	81.15	
3033	05/22/2017	Claims	2	94777	PACIFIC POWER	19,488.60	AG MUSEUM-03/31/2017-05/01/2017; PD POWER-03/31/2017-05/01/2017; CH/FD-03/31/2017-05/01/2017; LIFT STATION-03/31/2017-05/01/2017; STREET LIGHTS-4/2017; AREA LIGHTS-04/2017; TRAFFIC LIGHTS-04/2017; WEL
					001 - 518 20 47 00 - UTILITIES/CITY HALL	795.50	
					001 - 521 50 47 00 - PD FACILITIES UTILITIES	344.27	
					403 - 535 50 47 00 - UTILITIES	2,176.52	
					101 - 542 63 47 00 - UTILITIES	12,311.97	
					101 - 542 63 47 00 - UTILITIES	1,570.11	
					101 - 542 64 47 00 - UTILITIES	679.46	
					107 - 571 10 47 00 - UTILITIES-AG MUSEUM	378.50	
					001 - 576 80 47 00 - UTILITIES	1,232.27	
3034	05/22/2017	Claims	2	94778	PEPSI COLA - YAKIMA	89.00	WATER RENTAL AND CONTRACT
					001 - 521 22 31 00 - PATROL SUPPLIES	77.00	
					001 - 521 22 45 00 - PATROL OPERATING RENT	12.00	
3035	05/22/2017	Claims	2	94779	POSITIVE CONCEPTS/ATPI	245.00	SECTOR PAPER
					001 - 521 22 31 00 - PATROL SUPPLIES	245.00	
3036	05/22/2017	Claims	2	94780	PROTECTION ONE	34.18	ALARM MONITORING-05/01/17-05/31/17
					001 - 518 31 41 00 - PROFESSIONAL SERVICES	17.80	
					001 - 524 20 41 00 - PROFESSIONAL SERVICES	2.33	
					401 - 534 50 41 00 - PROFESSIONAL SERVICES	2.33	
					403 - 535 50 41 00 - PROFESSIONAL SERVICES	2.33	
					402 - 537 50 41 00 - PROFESSIONAL SERVICES	2.40	
					101 - 542 30 41 00 - PROFESSIONAL SERVICES	2.33	
					001 - 558 60 41 00 - PROFESSIONAL SERVICES	2.33	
					001 - 576 80 41 00 - PROFESSIONAL SERVICES	2.33	
3037	05/22/2017	Claims	2	94781	REPUBLIC PUBLISHING CO	1,116.12	AD FOR PW MAINTENANCE PERSONNEL; OFFICE ENGINEER/ PLANNER ADVERTISING
					401 - 534 50 49 00 - MISCELLANEOUS	93.44	
					403 - 535 50 49 00 - MISCELLANEOUS	93.44	
					402 - 537 50 49 00 - MISCELLANEOUS	93.44	
					101 - 542 30 49 00 - MISCELLANEOUS	93.44	
					001 - 558 60 44 00 - ADVERTISING	648.92	
					001 - 576 80 49 00 - MISCELLANEOUS	93.44	
3038	05/22/2017	Claims	2	94782	SAN DIEGO POLICE EQUIPMENT CO INC	1,414.49	AMMUNITION
					001 - 521 40 31 00 - PS TRAINING SUPPLIES	1,414.49	
3039	05/22/2017	Claims	2	94783	AGUSTIN SERRANO	32.94	Refund Utility Deposit
					414 - 586 00 04 14 - DEPOSIT REFUND	32.94	Refund Utility Deposit
3040	05/22/2017	Claims	2	94784	SHELL OIL COMPANY	39.90	FUEL DELP
					001 - 521 22 32 00 - PATROL FUEL	39.90	
3041	05/22/2017	Claims	2	94785	SHERWIN-WILLIAMS COMPANY	556.46	PAINT FOR PICNIC TABLES
					001 - 576 80 31 00 - SUPPLIES	556.46	
3042	05/22/2017	Claims	2	94786	SHRED-IT USA	70.14	SHRED SVC-04/01/2017-04/30/2017
					001 - 511 60 41 01 - PROFESSIONAL SERVICES	11.71	

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			001 - 513 10 41 01		PROFESSIONAL SERVICES	11.71	
			001 - 514 23 41 00		PROFESSIONAL SERVICES	11.71	
			001 - 514 30 41 00		PROFESSIONAL SERVICES	11.71	
			001 - 524 20 41 00		PROFESSIONAL SERVICES	5.86	
			401 - 534 50 41 00		PROFESSIONAL SERVICES	2.34	
			403 - 535 50 41 00		PROFESSIONAL SERVICES	2.34	
			402 - 537 50 41 00		PROFESSIONAL SERVICES	2.34	
			101 - 542 30 41 00		PROFESSIONAL SERVICES	2.34	
			001 - 558 60 41 00		PROFESSIONAL SERVICES	5.86	
			001 - 576 80 41 00		PROFESSIONAL SERVICES	2.22	
<b>3043</b>	<b>05/22/2017</b>	<b>Claims</b>	<b>2</b>	<b>94787</b>	<b>SIRCHIE FINGER PRINT</b>		<b>52.26</b> PHOTO REFERENCE SCALES
					001 - 521 21 31 00 - INVESTIGATION SUPPLIES	52.26	
<b>3044</b>	<b>05/22/2017</b>	<b>Claims</b>	<b>2</b>	<b>94788</b>	<b>DON C. SMITH</b>		<b>791.89</b> LEOFF 1 RETIREE RX; MEDICARE PERMIUM; LEOFF 1 RETIREE RX
					001 - 521 10 22 00 - LEOFF 1 BENEFITS	377.89	
					001 - 521 10 22 00 - LEOFF 1 BENEFITS	402.00	
					001 - 521 10 22 00 - LEOFF 1 BENEFITS	12.00	
<b>3045</b>	<b>05/22/2017</b>	<b>Claims</b>	<b>2</b>	<b>94789</b>	<b>SOFTWARE ONE INC</b>		<b>1,404.65</b> OFFICE STANDARD/WINDOWS SERVER
					001 - 594 28 64 00 - MACHINERY & EQUIPMEN	1,404.65	
<b>3046</b>	<b>05/22/2017</b>	<b>Claims</b>	<b>2</b>	<b>94790</b>	<b>SPLASH EXPRESS AUTO SERVICES LLC</b>		<b>16.68</b> CH CAR WASH & I-CODE
					001 - 518 31 49 00 - MISCELLANEOUS	6.53	
					001 - 524 20 48 00 - REPAIRS & MAINTENANCE	5.08	
					001 - 558 60 48 00 - REPAIRS & MAINTENANCE	5.07	
<b>3047</b>	<b>05/22/2017</b>	<b>Claims</b>	<b>2</b>	<b>94791</b>	<b>SPRINT ACCT #929468397</b>		<b>81.98</b> SR CTR INTERNET-03/26/17-04/25/2017
					001 - 571 21 42 00 - COMMUNICATION	81.98	
<b>3048</b>	<b>05/22/2017</b>	<b>Claims</b>	<b>2</b>	<b>94792</b>	<b>THE VINE VENUE INC</b>		<b>945.00</b> VENUE MANAGEMENT-04/22/2017/AB& BARN; VENUE MANAGEMENT-5/06/2017-BARN /AB
					001 - 576 80 41 01 - PROF SVC- VENUE MANAC	516.25	
					001 - 576 80 41 01 - PROF SVC- VENUE MANAC	428.75	
<b>3049</b>	<b>05/22/2017</b>	<b>Claims</b>	<b>2</b>	<b>94793</b>	<b>TRI-CITY HERALD</b>		<b>448.92</b> ENGINEER/PLANNER AD
					001 - 558 60 44 00 - ADVERTISING	448.92	
<b>3050</b>	<b>05/22/2017</b>	<b>Claims</b>	<b>2</b>	<b>94794</b>	<b>UNION GAP WATER FUND &amp; SEWER</b>		<b>114.03</b> PD WATER/SEWER/GARBAGE APRIL 2017
					001 - 521 50 47 00 - PD FACILITIES UTILITIES	114.03	
<b>3051</b>	<b>05/22/2017</b>	<b>Claims</b>	<b>2</b>	<b>94795</b>	<b>UNITED STATES POSTMASTER</b>		<b>778.71</b> UB POSTAGE-05/2017
					401 - 534 50 42 00 - COMMUNICATION	259.57	
					401 - 534 50 42 00 - COMMUNICATION	259.57	
					402 - 537 50 42 00 - COMMUNICATION	259.57	
<b>3052</b>	<b>05/22/2017</b>	<b>Claims</b>	<b>2</b>	<b>94796</b>	<b>US LINEN &amp; UNIFORM</b>		<b>437.56</b> UNIFORM SERVICE; 04.03.17, 04.10.17, 04.17.17, 04.24.17
					401 - 534 50 21 00 - UNIFORMS & EQUIPMENT	111.55	
					403 - 535 50 21 00 - UNIFORMS & EQUIPMENT	111.56	
					402 - 537 50 21 00 - UNIFORMS & EQUIPMENT	47.81	
					101 - 542 30 21 00 - UNIFORMS & EQUIPMENT	111.56	
					001 - 576 80 21 00 - UNIFORMS & EQUIPMENT	55.08	
<b>3053</b>	<b>05/22/2017</b>	<b>Claims</b>	<b>2</b>	<b>94797</b>	<b>JENNY V VALLE</b>		<b>105.07</b> PERMIT TECH TRAINING-APRIL 2017
					001 - 524 20 43 00 - TRAVEL	52.53	
					001 - 558 60 43 00 - TRAVEL	52.54	
<b>3054</b>	<b>05/22/2017</b>	<b>Claims</b>	<b>2</b>	<b>94798</b>	<b>WA STATE AUDITOR</b>		<b>232.50</b> SR CTR INVESTIGATION

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			001 - 571 21 41 00 -		PROFESSIONAL SERVICES	232.50	
<b>3055</b>	<b>05/22/2017</b>	<b>Claims</b>	<b>2</b>	<b>94799</b>	<b>WA STATE DEPT OF COMMERCE</b>		<b>295,926.34</b> PUBLIC WORKS TRUST FUNDS
			401 - 591 34 78 00 -		PWTF LOAN PRINCIPAL	171,928.20	
			403 - 591 35 78 03 -		PWTF LOAN PRINCIPAL	112,312.04	
			401 - 592 34 83 00 -		PWTF LOAN INTEREST	6,877.13	
			403 - 592 35 83 03 -		PWTF LOAN INTEREST	4,808.97	
<b>3056</b>	<b>05/22/2017</b>	<b>Claims</b>	<b>2</b>	<b>94800</b>	<b>WA STATE DEPT OF</b>		<b>291.20</b> BOILER/PRESSURE VESSEL INSPECTIONS AT ACTIVITIES BLDG, BARN, AG, PW CD, ANNEX, FIRE, SHOP, LIFT STATION
			001 - 518 31 51 00 -		INTERGOVERNMENTAL PF	22.40	
			001 - 522 50 51 00 -		INTERGOVERNMENTAL PF	67.20	
			001 - 524 20 51 00 -		INTERGOVERNMENTAL PF	5.60	
			401 - 534 50 51 00 -		INTERGOVERNMENTAL PF	19.04	
			403 - 535 50 51 03 -		INTERGOVERNMENTAL PF	54.89	
			402 - 537 50 51 00 -		INTERGOVERNMENTAL PF	13.44	
			001 - 558 60 51 00 -		INTERGOVERNMENTAL PF	5.60	
			107 - 571 10 51 00 -		INTERGOV PROF SVCS-AG	22.40	
			001 - 571 21 51 00 -		INTERGOVERNMENTAL PF	22.40	
			001 - 576 80 51 00 -		INTERGOVERNMENTAL PF	58.23	
<b>3057</b>	<b>05/22/2017</b>	<b>Claims</b>	<b>2</b>	<b>94801</b>	<b>WAPRO</b>		<b>35.00</b> RECORDS TRAINING MOORE
			001 - 521 40 49 00 -		PD TRAINING MISCELLAN	35.00	
<b>3058</b>	<b>05/22/2017</b>	<b>Claims</b>	<b>2</b>	<b>94802</b>	<b>WASHINGTON TOURISM ALLIANCE</b>		<b>75.00</b> UG TOURISM FLASH DRIVES
			108 - 557 30 44 08 -		YAK VALLEY TOURISM-AI	75.00	
<b>3060</b>	<b>05/22/2017</b>	<b>Claims</b>	<b>2</b>	<b>94804</b>	<b>WHITE GLOVE CLEANING SERVICES</b>		<b>1,537.00</b> POST CLEANING-BARN/AB
			001 - 571 21 48 00 -		REPAIRS & MAINTENANCE	277.00	
			001 - 576 80 48 00 -		REPAIRS & MAINTENANCE	1,260.00	
<b>3061</b>	<b>05/22/2017</b>	<b>Claims</b>	<b>2</b>	<b>94805</b>	<b>YAKIMA CO AUDITOR</b>		<b>34.00</b> UTILITY LIEN
			402 - 537 50 49 00 -		MISCELLANEOUS	34.00	
<b>3062</b>	<b>05/22/2017</b>	<b>Claims</b>	<b>2</b>	<b>94806</b>	<b>YAKIMA CO PUBLIC SERVICES</b>		<b>239.00</b> TRAFFIC SIGN MANUFACTURING
			101 - 542 64 51 00 -		INTERGOVERNMENTAL PF	239.00	
<b>3063</b>	<b>05/22/2017</b>	<b>Claims</b>	<b>2</b>	<b>94807</b>	<b>YAKIMA COOPERATIVE ASSN</b>		<b>89.05</b> JANITOR FUEL-04/2017
			001 - 518 31 32 00 -		FUEL	89.05	
<b>3064</b>	<b>05/22/2017</b>	<b>Claims</b>	<b>2</b>	<b>94808</b>	<b>YAKIMA HUMANE SOCIETY</b>		<b>2,912.00</b> ANIMAL CONTROL SVC-04/2017
			001 - 554 30 41 00 -		PROF SERVICES-ANIMAL C	2,912.00	
<b>3065</b>	<b>05/22/2017</b>	<b>Claims</b>	<b>2</b>	<b>94809</b>	<b>YAKIMA VALLEY CONFERENCE</b>		<b>6,772.07</b> UNION GAP PSA-GMA APRIL 2017; TECHNICAL ASSISTANCE-04/2017
			001 - 558 60 41 00 -		PROFESSIONAL SERVICES	6,235.81	
			001 - 558 60 41 00 -		PROFESSIONAL SERVICES	536.26	
<b>3066</b>	<b>05/22/2017</b>	<b>Claims</b>	<b>2</b>	<b>94810</b>	<b>YAKIMA VALLEY TOURISM</b>		<b>715.00</b> FARM COLLECTORS MAGAZINE AD-4/2017
			108 - 557 30 44 08 -		YAK VALLEY TOURISM-AI	715.00	
<b>3067</b>	<b>05/22/2017</b>	<b>Claims</b>	<b>2</b>	<b>94811</b>	<b>YAKIMA WASTE SYSTEMS INC</b>		<b>1,426.31</b> WASTE-04/01/2017-04/30/2017
			402 - 537 60 49 00 -		CONTRACTED SERVICES	1,426.31	

# WARRANT/CHECK REGISTER

CITY OF UNION GAP  
MCAG #: 0853

01/01/2017 To: 05/31/2017

Time: 10:18:23 Date: 05/17/2017

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Trans	Date	Type	Acct #	War #	Claimant	Amount	Memo
3069	05/22/2017	Claims	2	98403	REPUBLIC PUBLISHING CO	987.48	NTC BIDS FOR CIVIC CAMPUS
			001 - 514 23 44 00 - ADVERTISING			987.48	
		001 Current Expense Fund				47,501.75	
		101 Street Fund				16,101.68	
		107 Convention Center Reserve Fund				8,524.80	
		108 Tourism Promotion Area Fund				2,665.00	
		116 City Hall Building Reserve Fund				18,454.45	
		124 Infrastructure Reserve Fund				7,260.44	
		128 Transit System Fund				70,358.29	
		401 Water Fund				181,024.93	
		402 Garbage Fund				89,332.30	
		403 Sewer Fund				120,519.89	
		414 Water Deposits				58.84	
						<hr/>	
						561,802.37	Claims: 561,802.37