

UNION GAP CITY COUNCIL
REGULAR MEETING AGENDA
MONDAY JUNE 22, 2020 – 6:00 P.M.
CITY HALL, 102 W. AHTANUM ROAD, UNION GAP

I. CALL TO ORDER/PLEDGE OF ALLEGIANCE

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

A. Approval of Minutes:

Regular Council Meeting Minutes, dated June 8, 2020 as attached to the Agenda and maintained in electronic format

B. Approve Vouchers:

Payroll Vouchers – EFT's, and Voucher No. 101316 through 101358 for the month of May, 2020, in the amount of \$416,364.16

Claims Vouchers – EFT's, and Voucher No. 101367 through 101425 for June 22, 2020, in the amount of \$298,007.52

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

IV. GENERAL ITEMS

Public Works & Community Development

1. Resolution No. - _____ - Professional Engineering Services Agreement - JUB Engineers – South 10th Avenue Bridge Replacement Project

City Manager

1. Library & Community Center Construction Budget
2. Library & Community Center Comment Cards

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: June 22, 2020
From: David Dominguez, City Engineer
Topic/Issue: Resolution – Professional Engineering Services Agreement - JUB Engineers, Inc. –10th Avenue South #475 Bridge Replacement Project

SYNOPSIS: The City would like to enter into a Professional Services Agreement #30-20-50 with JUB Engineers, Inc. as it pertains to *Engineering Services* for the 10th Avenue South #475 Bridge Replacement Project.

The agreement to be performed by JUB Engineers, Inc. consist of providing professional services for design, ROW, and/or construction observation and administration for the 10th Avenue South #475 Bridge Replacement Project. The project consists of replacing an existing timber span bridge with precast concrete girder and concrete pier bridge due to low sufficiency rating, deteriorating girders, and weight restrictions. The new structure will include two 15' travel lanes, one 5' bike lane, and new sidewalk on both sides and may need to acquire an additional 10' of ROW on the NE side of the proposed project limits.

RECOMMENDATION: Approve a resolution authorizing the City Manager to sign a Professional Services Agreement with JUB Engineers, Inc. for Engineering Services as it pertains to the 10th Avenue South #475 Bridge Replacement Project.

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

FINANCIAL REVIEW: N/A

BACKGROUND INFORMATION: 5/26/20 City Council Meeting – Award made by Resolution 20-23. JUB Engineers, Inc. was selected after review and evaluation of the proposals received for Engineering Services / Consulting Firm.

ADDITIONAL OPTIONS: N/A

ATTACHMENTS: 1. Resolution
2. Professional Services Agreement #30-20-50; JUB Engineers, Inc.

CITY OF UNION GAP, WASHINGTON
RESOLUTION NO. _____

A RESOLUTION authorizing the City Manager to sign a Professional Services Agreement Number 30-20-50 with JUB Engineers, Inc. for Engineering Services as it pertains to the 10th Avenue South #475 Bridge Replacement Project.

WHEREAS, the City would like to enter into a Professional Services Agreement with JUB Engineers, Inc. for Engineering Services for the 10th Avenue South #475 Bridge Replacement Project; and

WHEREAS, the agreement to be performed by JUB Engineers, Inc. consist of providing professional services for design, ROW, and/or construction observation and administration for the 10th Avenue South #475 Bridge Replacement Project; and

WHEREAS, the project consists of replacing an existing timber span bridge with precast concrete girder and concrete pier bridge due to low sufficiency rating, deteriorating girders, and weight restrictions; and

WHEREAS, the new structure will include two 15' travel lanes, one 5' bike lane, and new sidewalk on both sides and may need to acquire an additional 10' of ROW on the NE side of the proposed project limits; and

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

That the City Manager is authorized to sign a Professional Services Agreement with JUB Engineers Inc. for Engineering Services as it pertains to the 10th Avenue South #475 Bridge Replacement Project.

PASSED this 22nd day of June, 2020.

John Hodkinson, Mayor

ATTEST:

APPROVED AS TO FORM:

Karen Clifton, City Clerk

Bronson Brown, City Attorney

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

Agreement Number: 30-20-50

Firm/Organization Legal Name (do not use dba's): J-U-B Engineers, Inc.	
Address 2810 W. Clearwater Ave. ,Suite 201	Federal Aid Number
UBI Number 600 069 551	Federal TIN 82-0290774
Execution Date 6/22/20	Completion Date 12/31/22
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 South 10th Avenue Bridge Replacement Project	
Description of Work The work to be performed by the CONSULTANT consists of providing professional services for design, right of way, and/or construction observation and administration for the South 10th Avenue Bridge Replacement Project. The project consists of replacing an existing timber span bridge with precast concrete girder and concrete pier bridge due to low sufficiency rating, deteriorating girders, and weight restrictions. The new structure will include two 15' travel lanes, one 5' bike lane, and new sidewalk on both sides and may need to acquire an additional 10' of ROW on the northeast side of the proposed project limits. Construction shall be authorized by December 2022; the project has a zero percent UDBE agreement goal and is funded through the Federal Highway Bridge Program.	
<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: \$170,700 Management Reserve Fund: \$17,070 Maximum Amount Payable: \$187,770	

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: 30-20-50

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

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

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

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

I. General Description of Work

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

II. General Scope of Work

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

III. General Requirements

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

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

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

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

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

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

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

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

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

If to AGENCY:

Name: Dennis Henne
Agency: City of Union Gap
Address: 102 W. Ahtanum Rd (PO Box 3008)
City: Union Gap State: WA Zip: 98903
Email: Dennis.Henne@UnionGapwa.gov
Phone: (509) 249-9206
Facsimile: (509) 249-9292

If to CONSULTANT:

Name: Rick Door
Agency: J-U-B Engineers, Inc.
Address: 2810 W. Clearwater Ave., Suite 201
City: Kennewick State: WA Zip: 99338
Email: rdoor@jub.com
Phone: (509) 783-2144
Facsimile: (509) 736-0790

IV. Time for Beginning and Completion

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

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

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V. Payment Provisions

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

- A. Actual Costs: Payment for all consulting services for this PROJECT shall be on the basis of the CONSULTANT'S actual cost plus a fixed fee. The actual cost shall include direct salary cost, indirect cost rate, and direct non-salary costs.
1. Direct (RAW) Labor Costs: The Direct (RAW) Labor Cost is the direct salary paid to principals, professional, technical, and clerical personnel for the time they are productively engaged in work necessary to fulfill the terms of this AGREEMENT. The CONSULTANT shall maintain support data to verify the direct salary costs billed to the AGENCY.
 2. Indirect Cost Rate (ICR) Costs: ICR Costs are those costs, other than direct costs, which are included as such on the books of the CONSULTANT in the normal everyday keeping of its books. Progress payments shall be made at the ICR rates shown in attached Exhibits "D" and "E" of this AGREEMENT. Total ICR payment shall be based on Actual Costs. The AGENCY agrees to reimburse the CONSULTANT the actual ICR costs verified by audit, up to the Maximum Total Amount Payable, authorized under this AGREEMENT, when accumulated with all other Actual Costs.
A summary of the CONSULTANT'S cost estimate and the ICR percentage is shown in Exhibits "D" and "E", attached hereto and by this reference made part of this AGREEMENT. The CONSULTANT (prime and all A&E sub-consultants) will submit to the AGENCY within six (6) months after the end of each firm's fiscal year, an ICR schedule in the format required by the AGENCY (cost category, dollar expenditures, etc.) for the purpose of adjusting the ICR rate for billings received and paid during the fiscal year represented by the ICR schedule. It shall also be used for the computation of progress payments during the following year and for retroactively adjusting the previous year's ICR cost to reflect the actual rate. The ICR schedule will be sent to Email: ConsultantRates@wsdot.wa.gov.
Failure to supply this information by either the prime CONSULTANT or any of their A&E sub-consultants shall cause the AGENCY to withhold payment of the billed ICR costs until such time as the required information is received and an overhead rate for billing purposes is approved.
The AGENCY's Project Manager and/or the Federal Government may perform an audit of the CONSULTANT'S books and records at any time during regular business hours to determine the actual ICR rate, if they so desire.
 3. Direct Non-Salary Costs: Direct Non-Salary Costs will be reimbursed at the Actual Cost to the CONSULTANT. (excluding Meals, which are reimbursed at the per diem rates identified in this section) These charges may include, but are not limited to, the following items: travel, printing, long distance telephone, supplies, computer charges and fees of sub-consultants. Air or train travel will be reimbursed only to economy class levels unless otherwise approved by the AGENCY. The CONSULTANT shall comply with the rules and regulations regarding travel costs (excluding air, train, and rental car costs) in accordance with WSDOT's Accounting Manual M 13-82, Chapter 10 – Travel Rules and Procedures, and revisions thereto. Air, train, and rental car costs shall be reimbursed in accordance with 48 Code of Federal Regulations (CFR) Part 31.205-46 "Travel Costs." The billing for Direct Non-Salary Costs shall include an itemized listing of the charges directly identifiable with the PROJECT. The CONSULTANT shall maintain the original supporting documents in their office. Copies of the original supporting documents shall be supplied to the AGENCY upon request. All above charges must be necessary for the services provided under this AGREEMENT.

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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: 102 W. Ahtanum Rd (PO Box 3008)
City: Union Gap State: WA Zip: 98903
Email: Dennis.Henne@UnionGapwa.gov
Phone: (509) 249-9206
Facsimile: (509) 249-9292

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

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

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

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

XIII. Extra Work

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

XIV. Endorsement of Plans

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

XV. Federal Review

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

XVI. Certification of the Consultant and the Agency

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

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XVII. Complete Agreement

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

XVIII. Execution and Acceptance

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

XIX. Protection of Confidential Information

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

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

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

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

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

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

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

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

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

XX. Records Maintenance

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

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

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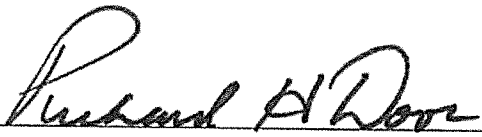
tabulations, computations, summaries, inventories, and writings regarding conferences, conversations or telephone conversations, and any and all other taped, recorded, written, printed or typed matters of any kind or description; every copy of the foregoing whether or not the original is in the possession,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

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

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

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

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



Signature

6-17-20

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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Exhibit A

Scope of Work

Federal Aid No. TBD

See Attached Exhibit A

Agreement Number: 30-20-50



J-U-B ENGINEERS, INC.

J-U-B ENGINEERS, Inc.

Exhibit A – Scope of Work

PROJECT NAME: 10th Avenue South #475 Bridge Replacement Project

AGENCY: The City of Union Gap

J-U-B PROJECT NUMBER: 30-20-050

AGENCY PROJECT NUMBER: N/A

ATTACHMENT TO: WSDOT Local Agency A&E Professional Services Consultant Agreement

☒ **AGREEMENT DATED:** 6/22/2020

The referenced Local Agency A&E Professional Services Consultant Agreement executed between J-U-B ENGINEERS, Inc. (CONSULTANT) and the City of Union Gap (AGENCY) includes the following provisions regarding the Scope of Services, Basis of Fee, and/or Schedule:

PART 1 - PROJECT UNDERSTANDING

CONSULTANT's understanding of this project's history and AGENCY's general intent and scope of the project are described as follows:

The work to be performed by the CONSULTANT consists of providing professional services for design, right of way, and/or construction observation and administration for the South 10th Avenue Bridge Replacement Project. The project consists of replacing an existing timber span bridge with precast concrete girder and concrete pier bridge due to low sufficiency rating, deteriorating girders, and weight restrictions. The new structure will include two 15' travel lanes, one 5' bike lane, and new sidewalk on both sides and may need to acquire an additional 10' of ROW on the northeast side of the proposed project limits. Construction shall be authorized by December 2022; the project has a zero percent UDBE agreement goal and is funded through the Federal Highway Bridge Program.

PART 2 - SCOPE OF SERVICES BY CONSULTANT

CONSULTANT's Services under this Agreement are limited to the following tasks. Any other items necessary to plan and implement the project, including but not limited to those specifically listed in PART 3, are the responsibility of AGENCY, or will be included in a future supplement.

A. Task 010: Project Management

1. Set up project into CONSULTANT's financial and record keeping systems for document retention and project controls.
2. Coordinate quality assurance / quality control (QA/QC) processes.
3. Communicate and coordinate CONSULTANT team activities with kickoff and progress meetings as required.
4. Regularly monitor project status, budget and schedule.
5. Attend 3 AGENCY meetings to report project status.
6. During periods of project activity, provide a regular report to AGENCY on project status, budget and schedule.
7. Provide a monthly invoice including budget status.
8. Provide ongoing document handling and filing.

B. Task 020: QC Reviews

1. Conduct internal reviews at appropriate phases for quality control and assurance.
 - a. Hydraulic Memo
 - b. 30% Design Submittal
 - c. Draft Right of Way Plans
 - d. Cultural Resources Report

- e. NEPA Environmental Documentation
- f. Final Right of Way Plans
- g. 90% Design Submittal
- h. 100% Design Submittal
- i. Ad Ready Contract
- a. Assumptions:
 - i 30% Design Submittal will include the bridge Type, Size, and Layout (TS&L), and project footprint and major construction items identified. The 30% design will include evaluation of parcels to anticipate ROW needs for future widening of S.10th Ave and driveway impacts. Submittal will include the first project Opinion of Probably Costs.
 - ii Draft Right of Way Plans will be based on the project footprint determined from the 30% design submittal. ROW will include assumptions for future widening of S. 10th Avenue.
 - iii It is assumed that a Cultural Resources Report will be required for the project. This report will be provided by subconsultant services to CONSULTANT.
 - iv CONSULTANT will develop the WSDOT NEPA Documentation for Categorical Exclusion.

C. Task 030: Surveying

1. Subtask 001 Control Surveying and Research

- b. Assumptions:
 - i CONSULTANT shall set up project base drawing, research surveys, plats, and binding site plans and prepare computations and models.
 - ii CONSULTANT shall search for, recover, and make ties to:
 - (a) Section corners monuments
 - (b) Roadway monuments
 - (c) WSDOT horizontal and vertical Control Points
 - (d) NGS horizontal and vertical control points
 - iii CONSULTANT shall process and adjust GPS observation data via National Geodetic Survey (NGS) On-Line Positioning Users System (OPUS) website and/or Trimble Business Center (TBC). CONSULTANT shall establish topographic survey mapping control points at site as needed.

2. Subtask 002: Utility Coordination Requests Locates

- c. Assumptions:
 - i CONSULTANT shall make utility locate requests prior to topographic surveys and pick up field information.

3. Subtask 003: Topographic Surveys

- d. Assumptions:
 - i CONSULTANT shall map site ground conditions, features and improvements at approximately 25 foot grid for the following:
 - (a) Approximately 600 LF of S. 10th Ave from 250 feet south of existing bridge to 100 feet north of Whitman St.
 - (b) Approximately 100 feet of Whitman Street. Sufficient data to conceptually plan for future 10th Ave./Whitman St. right of way needs.
 - (c) Estimate 2 days for Wide Hollow Creek to supplement the available LiDAR from DNR.

4. Subtask 004: Base Map

- a. Assumptions:
 - i CONSULTANT will conduct survey field note reduction, draft topographic survey map, and provide QA/QC review of survey.
- b. Deliverables:

- i Project electronic CADD base map

D. Task 040: Geotechnical Investigation

- a. Assumptions:
 - i. Geotechnical Engineering Evaluation will be provided by GeoProfessional Innovation (GPI) as a subconsultant. See attached letter scope dated June 10, 2020.

E. Task 050 Environmental

1. Subtask 001 Section 106 APE Determination

- a. Assumptions:
 - i During the feasibility study process CONSULTANT will determine the limits of construction for the bridge replacement. These limits will be used to determine the Area of Potential Effect (APE) for the cultural resources investigation required for all federal aid projects. The APE letter will be sent to the WSDOT Local Programs engineer for consultation with Washington State Department of Archaeology and Historic Preservation (DAHP). Preparation of this letter early will help speed up the environmental permitting process.
- b. Deliverables:
 - i Copy of the APE Letter submittal to WSDOT Local Programs.

2. Subtask 002 Cultural Resources

- a. Assumptions:
 - i CONSULTANT will oversee and coordinate the work provided by subconsultant Reiss-Landreau Research (RLR). CONSULTANT shall coordinate with WSDOT Local Agency in an informal consultation in order to streamline the Section 106 process and Washington State DAHP coordination.
 - ii Subconsultant will provide the scope of work services as provided in the attached letter dated June 15, 2020.
- b. Deliverables:
 - i Project Report by Reiss-Landreau Research (RLR)
 - (a) Reiss-Landreau Research will submit a draft and a final report detailing the findings of the survey. The report will include all appropriate maps, photos, sketches, site forms, and a bibliography of all consulted source material.

3. Subtask 003 NEPA Categorical Exclusion (CE) Documentation Form

- a. Assumptions:
 - i CONSULTANT shall coordinate with WSDOT Local Agency Services to prepare a NEPA Categorical Exclusion Documentation Form (CE) with supporting documentation as required by WSDOT for projects that receive federal funding through WSDOT (Environmental Procedures Manual, Section 300.04). The following environmental considerations will be evaluated per the NEPA CE Guidelines for Local Agencies:
 - ii This project will require a HPA which will be included with a JARPA permit.
- b. Deliverables:
 - i Preliminary CE Documentation Form
 - ii Final CE Documentation Form
 - iii JARPA permit submittal

F. Task 060 Bridge Design

1. Subtask 001 Bridge Type, Size and Location (TS&L) Memo

- a. Assumptions:

- i Type, Size, and Location Memo (TS&L)
 - ii CONSULTANT will provide a TS&L Memo for the replacement 10th Avenue South Bridge #475. The memo will describe the project, proposed structure, cost estimates, other design alternatives considered, and recommendations. The memo provides justification for the selection of the preferred alternative. A letter of approval by AGENCY of the TS&L study is the basis for advancing the project to the design stage.
 - iii The TS&L will clearly define the overpass portion of the project. It will define design criteria, aesthetics guidelines, geometric constraints, construction staging, and potential maintenance. The geotechnical report, and other exhibits will be included as necessary. The report will summarize the factors that lead to the preferred alternative.
- b. Deliverables:
 - i TS&L Memo

2. Subtask 002 Bridge Preliminary Design

- a. Assumptions:
 - i Field review will be made by the structural lead, PM, PE and roadway design lead.
 - ii If, during the preliminary design process, changes are required resulting in a more complicated structure, a supplemental agreement will be required.
 - iii CONSULTANT will provide a 30% structural design for the bridge superstructure, substructure piers and foundations. Design criteria will be researched and verified for the bridge design in accordance with AASHTO LRFD and the WSDOT Bridge Design Manual. A bridge cross section and profile will be developed based on the preliminary design of the bridge. Appropriate under-bridge clearances will be verified. A preliminary layout plan (S&L) will be developed and submitted for review by CITY.
- b. Deliverables:
 - i Bridge Situation and Layout Sheets

3. Subtask 003 Bridge Final Design

- a. Assumptions:
 - i S&L is approved by AGENCY prior to this task.
 - ii The bridge structure does not meet the "Major Bridge" definition LAG 43.3 and will not require WSDOT design review or concurrence.
 - iii CONSULTANT will develop a Load Rating report for AGENCY use.
- b. Deliverables:
 - i Final Design Submittal
 - ii Ad Ready PS&E
 - iii Load Rating Report

G. Task 070: Hydraulic Investigation

1. Subtask 001 Hydraulic Memo

- a. Assumptions:

- i The objective is to determine water surface elevations and velocities based on channel modeling from elevation data and hydrologic analysis. Determine bridge hydraulic opening size based on channel hydraulic investigation, modeling, and channel stability indicators from a fluvial geomorphological assessment. Identify scour values to help determine the foundation requirements. This scope assumes that bridge foundations will be designed without the need for scour mitigation. This scope does not include the preparation of a Conditional Letter of Map Revision or Letter of Map Revision that would be needed if the floodplain or floodway needs to be adjusted. This scope is based on a simplified hydraulic technical memo as a deliverable for this work and is not intended to meet the full report requirements for the Washington State Department of Transportation. This task does not address permanent and temporary stormwater and erosion control which will be completed as part of other tasks or by others. Preparation of drawings to meet scour and erosion control will be completed as part of other tasks.
- ii CONSULTANT will complete fluvial geomorphology evaluation.
- iii CONSULTANT will complete limited internet and desk research to review and evaluate existing data for this bridge and waterway.
- iv CONSULTANT will complete site visit to verify research, perform evaluations based on current field conditions, take measurements, verify waterway controls, conduct any local interviews, and prepare for needed survey.
- v CONSULTANT will complete watershed and hydrologic analysis as needed to verify or determine flow conditions for the 2-, 50-, 100-, and 500-yr recurrence intervals.
- vi Using elevation data, and determined flows, complete a hydraulic investigation with modeling to determine hydraulic parameters including water elevation, water depths, and water velocities of the existing bridge.
- vii Determine bridge hydraulic opening size and elevation for the proposed bridge with a proposed hydraulic model. This may include up to three alternatives.
- viii Hydraulic opening and elevation of the bridge will be determined based on meeting floodplain permit requirements, hydraulic project approval (HPA) permit requirements, approach road and right-of-way constraints, and scour design constraints. This will be completed in coordination with structural design constraints, environmental and biological constraints such as fish passage, and geotechnical findings.
- ix Based on the selected proposed hydraulic model, prepare proposed hydraulic parameters for use in final design.
- x Prepare scour values for use with final design.
- xi Prepare a hydraulic technical memorandum to document the key findings and for use in drawing preparation.
- xii Prepare a "no-rise" certificate to accompany the FEMA floodplain permit.
- b. Deliverables:
 - i One (1) electronic PDF final copy for AGENCY and one (1) hardcopy for AGENCY.

H. Task 080: Roadway Design

1. Subtask 001 Alignment & Profile

- a. Assumptions:
 - i CONSULTANT will provide alignment and profile for S 10th Avenue bridge approaches and profile grade for the bridge.
 - ii The length of the roadway approaches will be dependent on the required grade of the bridge. WSDOT LAG Manual design guidelines for Local Agencies will be the basis of design.
- b. Deliverables:
 - i Preliminary plan and profile at the 30% design submittal
 - ii Final plan and profile

2. Subtask 002 Roadway Section

- a. Assumptions:
 - i CONSULTANT will provide final design of roadway sections and details. CONSULTANT shall coordinate with Geotechnical Engineer for pavement, surfacing, subgrade and slope material specifications. CONSULTANT shall produce cross sections for earthwork and bidding reference depicting the typical roadway sections and channelization.

- b. Deliverables:
 - i Roadway design sections and details incorporated into final design PS&E.

3. Subtask 003 Storm Drainage Design

- a. Assumptions:
 - i CONSULTANT shall design the storm drainage for the bridge and roadway approaches consistent with the Eastern Washington Stormwater Manual.
 - ii CONSULTANT will summarize storm drainage design assumptions into a design memorandum. This memo is not intended to be the level of detail required for WSDOT Hydraulic Report.

- b. Deliverables:
 - i Drainage Memo

4. Subtask 004 Right of Way Plan

- a. Assumptions:
 - i Up to one parcel required for strip right of way take.
 - ii Appraisals and negotiations will be provided by AGENCY or future supplement.
- b. Deliverables:
 - i Draft ROW plan
 - ii Final ROW plan

I. Task 90: Cost Estimates

1. Subtask 30% Opinion of Probable Costs

- a. Assumptions:
 - i CONSULTANT will prepare a preliminary cost estimate for the 30% submittal.
 - ii Estimates will be compared to historic bid records of local agency projects and WSDOT projects in the southcentral region.
 - iii WSDOT/APWA standard bid items will be used.

2. Subtask Final Opinion of Probable Costs

- a. Assumptions:
 - i CONSULTANT will update quantities and cost estimate for the final submittal.
- b. Deliverables:
 - i 30% Opinion of Probable Costs
 - ii Final Opinion of Probable Costs

J. Task 100: Specifications

1. Subtask 001 Specifications

- a. Assumptions:
 - i CONSULTANT will prepare a draft outline of the Special Provisions for the Final Design submittal and update to include all documents for the 100% Ad Ready documents.
 - ii Specifications will be based on the APWA/WSDOT Standard Specifications.
- b. Deliverables:

- i Draft specifications outline
- ii Final Ad Ready Bid Documents

K. Task 110: Management Reserve Fund

1. The Management Reserve Fund establishes a pre-authorized budget for additional tasks that may be requested by the AGENCY's Authorized Representative and performed by CONSULTANT upon mutual agreement of scope, budget, and schedule.
2. CONSULTANT will not exceed the pre-authorized amount without AGENCY approval.

PART 3 - AGENCY-PROVIDED WORK AND ADDITIONAL SERVICES

- A. AGENCY-Provided Work** - AGENCY is responsible for completing, or authorizing others to complete, all tasks not specifically included above in PART 2 that may be required for the project including, but not limited to:
1. Right of Way Coordination with Yakima County.
- B. Additional Services** - AGENCY reserves the right to add future tasks for subsequent phases or related work to the scope of services upon mutual agreement of scope, additional fees, and schedule. These future tasks, to be added by amendment at a later date as Additional Services, may include:
1. Right of Way Appraisals and Negotiations
 2. Construction Administration and Project Closeout

Note on Coronavirus and Schedule: J-U-B is committed to meeting your project schedule commitments as delineated above. As our response to the COVID-19 pandemic, J-U-B is engaging in safety procedures in help to protect AGENCYs, staff, their families, and the public. Our staff or offices may be subject to quarantine or other interruptions. Since COVID-19 impacts are beyond J-U-B's control, we are not responsible for the force majeure impacts to delivery timelines, or subsequent project delays and related claims, costs, or damages. Should circumstances related to the COVID-19 issue arise with J-U-B staff or in a J-U-B office that will impact our delivery schedule, we will notify you of the circumstances and mutually agree to a schedule adjustment.

For internal J-U-B use only:

PROJECT LOCATION (STATE): Union Gap, WA

TYPE OF WORK: City

R&D: Yes

GROUP: Transportation

PROJECT DESCRIPTION(S):

1. Highway/Interstate/Roadway (H07)
2. River/Canal/Waterway/Flood Control (R11)
3. Stormwater (S13)
4. Structural (S09)
5. Surveying (L02)

Exhibit B
DBE Participation

N/A - no DBE proposed

Agreement Number: 30-20-50

Exhibit C

Preparation and Delivery of Electronic Engineering and Other Data

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

I. Surveying, Roadway Design & Plans Preparation Section

A. Survey Data

CONSULTANT shall process and adjust GPS observation data via National Geodetic Survey (NGS) On-Line Positioning Users System (OPUS) website and/or Trimble Business Center (TBC).

B. Roadway Design Files

CONSULTANT will use design software typical for roadway design and the specific task. CONSULTANT roadway design software consists of AutoCAD, Civil 3D, Microstation and Inroads.

C. Computer Aided Drafting Files

CONSULTANT uses AutoCAD and Microstation for CAD.

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

CONSULTANT will provide electronic files upon request for AGENCY use.

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

CONSULTANT will provide the project base CAD file.

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

As-Built record drawings in the vicinity of the project and for recently completed 12th Ave Bridge.
Environmental, Geotechnical reports and Hydraulic studies in the vicinity of the project including the 12th Ave Bridge project.

II. Any Other Electronic Files to Be Provided

III. Methods to Electronically Exchange Data

Email and FTP are the common methods for exchanging electronic data. CONSULTANT will provide a ftp site for this project to exchange files too large for email attachment.

A. Agency Software Suite

Adobe PDF

Microsoft Word

Microsoft Excel

B. Electronic Messaging System

CONSULTANT uses Email, Zoom meetings, and MS Teams.

C. File Transfers Format

Adobe PDF

Microsoft Word

Microsoft Excel

Exhibit D
Prime Consultant Cost Computations

See Attached Exhibit D Consultant Fee Determination - Summary Sheet

Agreement Number: 30-20-50

Exhibit D
Consultant Fee Determination - Summary Sheet
Cost Plus Fixed Fee
Project: 10th Avenue South #475 Bridge Replacement Project

Direct Salary Cost (DSC):

Classification	Man-Hours	Rates of Pay	Costs
Program Manager - Lead	67.0	\$72.01	\$4,824.67
Project Engineer - Senior	117.0	\$54.32	\$6,355.44
Project Designer	76.0	\$30.32	\$2,304.32
Project Engineer - Discipline Lead	182.0	\$61.39	\$11,172.98
Environmental Specialist - Discipline Lead	24.0	\$58.09	\$1,394.16
Environmental Specialist	60.0	\$30.63	\$1,837.80
Project Engineer - Senior	90.0	\$52.85	\$4,756.50
Project Designer	126.0	\$30.58	\$3,853.08
PLS - Discipline Lead	24.0	\$61.87	\$1,484.88
Professional Land Surveyor	106.0	\$34.89	\$3,698.34
Survey Technician - Lead	30.0	\$28.15	\$844.50
CAD Designer - Lead	60.0	\$39.85	\$2,391.00
PFA - Senior	2.0	\$38.80	\$77.60

Overhead (OH Cost - including Salary Additives):			Total DSC =	\$44,995.27
OH Rate x DSC	of	166.93%		\$75,109.58

Fixed Fee	Fixed Fee	35.00%	=	\$15,748.34
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Reimbursables:			Total DSC, OH & Profit	\$135,853.20
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Travel and Per Diem

Per Diem	2	days @	\$55.00	\$110.00
Air Travel	2	trips @	\$700.00	\$1,400.00
Mileage	1600	miles @	\$0.575	\$920.00
Lodging	2	nights @	\$96.00	\$192.00

Reproduction/Mailing Expenses

Plan Copies & Specs	Estimated	\$500.00
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Survey Equipment

GPS	30.0 hours	\$20.54	\$616.20
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Subconsultant Costs:			Reimbursable Sub-Total	\$3,738.20
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GPI	Geotech	\$26,457
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RLR	Section 106	\$4,630
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Subconsultant Costs	\$31,086.85
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Total	\$170,678.25
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Total (Rounded \$100)	\$170,700.00
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Management Reserve 10%	\$17,070.00
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Consultant PE	\$187,770.00
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Prepared by: Rick Door

Date: 6/17/2020

ESTIMATED PERSON-HOUR EXHIBIT

10th Avenue South #475 Bridge Replacement Project

CLIENT: City of Union Gap

DATE: June 17, 2020

Section: 10th Avenue South #475 Bridge Replacement Project

		Program Manager - Lead PM	Project Engineer - Senior Lead	Project Designer - Roadway	Project Engineer - Discipline Structures	Project Engineer - I Specialist - Lead QC	Environmenta I Specialist	Project Engineer - Senior Hydraulic Hours	Project Designer - Hydraulic	PLS - Discipline Lead	Professional Land Surveyor	Survey Technician - Lead	CAD Designer - Lead	PFA - Senior
PROJECT TASK														
TASK 10	PROJECT ADMINISTRATION	19.0	12.0	0.0	0.0	0.0	0.0	6.0	0.0	0.0	0.0	0.0	0.0	2.0
TASK 20	1 Project Management (12 mo.)	19.0	12.0	0.0	0.0	0.0	0.0	6.0	0.0	0.0	0.0	0.0	0.0	2.0
	Setup Project Controls	1.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	2.0
	Invoices and Status Reports (12 mo.)	6.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
	AGENCY Meetings 3	12.0	12.0	0.0	0.0	0.0	0.0	6.0	0.0	0.0	0.0	0.0	0.0	0.0
	QC REVIEWS	6.0	12.0	0.0	40.0	4.0	0.0	6.0	0.0	8.0	0.0	0.0	0.0	0.0
TASK 30	1 Internal QC	6.0	12.0	0.0	40.0	4.0	0.0	6.0	0.0	8.0	0.0	0.0	0.0	0.0
	Hydraulic Memo	0.0	0.0	0.0	0.0	0.0	0.0	6.0	0.0	0.0	0.0	0.0	0.0	0.0
	30% Submittal	2.0	0.0	0.0	20.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
	Draft ROW Plans	0.0	2.0	0.0	0.0	0.0	0.0	0.0	0.0	4.0	0.0	0.0	0.0	0.0
	NEPA Environmental Documentation	0.0	0.0	0.0	0.0	4.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
	Final ROW Plans and Descriptions	0.0	4.0	0.0	0.0	0.0	0.0	0.0	0.0	4.0	0.0	0.0	0.0	0.0
	90% Design Submittal	2.0	2.0	0.0	20.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
	Ad Ready	2.0	4.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
	SURVEYING	0.0	7.0	0.0	0.0	0.0	0.0	2.0	2.0	16.0	86.0	30.0	8.0	0.0
	1 Control Surveying and Research	0.0	3.0	0.0	0.0	0.0	0.0	0.0	0.0	6.0	28.0	0.0	0.0	0.0
TASK 40	Research Title Reports, Computations & Prepar	0.0	1.0	0.0	0.0	0.0	0.0	0.0	0.0	2.0	8.0	0.0	0.0	0.0
	Field survey recover monuments, etc...	0.0	1.0	0.0	0.0	0.0	0.0	0.0	0.0	2.0	8.0	0.0	0.0	0.0
	Process Data in Office	0.0	1.0	0.0	0.0	0.0	0.0	0.0	0.0	2.0	12.0	0.0	0.0	0.0
	2 Utility Coordination	0.0	1.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	4.0	0.0	0.0	0.0
	Locates and mapping	0.0	1.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	4.0	0.0	0.0	0.0
	Topographic Surveys	0.0	2.0	0.0	0.0	0.0	0.0	2.0	2.0	6.0	30.0	30.0	0.0	0.0
	Roadway Topo (1 day)	0.0	1.0	0.0	0.0	0.0	0.0	0.0	0.0	2.0	10.0	10.0	0.0	0.0
	Wide Hollow (2 days)	0.0	1.0	0.0	0.0	0.0	0.0	2.0	2.0	4.0	20.0	20.0	0.0	0.0
	4 Base Map	0.0	1.0	0.0	0.0	0.0	0.0	0.0	0.0	4.0	24.0	0.0	8.0	0.0
	Survey Note reduction & Develop Map	0.0	1.0	0.0	0.0	0.0	0.0	0.0	0.0	4.0	24.0	0.0	8.0	0.0
TASK 50	GEOTECHNICAL INVESTIGATION - Coord	2.0	2.0	0.0	2.0	0.0	0.0	2.0	0.0	4.0	24.0	0.0	8.0	0.0
TASK 60	ENVIRONMENTAL	10.0	12.0	4.0	0.0	20.0	60.0	2.0	4.0	0.0	0.0	0.0	0.0	0.0
	1 APE	1.0	2.0	4.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
	2 Cultural Resources (RLR) Coord	1.0	2.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
	3 NEPA Documentation CE forms & Permits	8.0	8.0	0.0	0.0	20.0	60.0	2.0	4.0	0.0	0.0	0.0	0.0	0.0
	NEPA CE Form	4.0	4.0	0.0	0.0	12.0	40.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
	HPA/JARPA	4.0	4.0	0.0	0.0	8.0	20.0	2.0	4.0	0.0	0.0	0.0	0.0	0.0
	BRIDGE DESIGN	6.0	12.0	0.0	120.0	0.0	0.0	8.0	11.0	0.0	0.0	0.0	52.0	0.0
	1 TSEL	2.0	4.0	0.0	20.0	0.0	0.0	5.0	8.0	0.0	0.0	0.0	12.0	0.0
	2 Bridge Preliminary Design	2.0	4.0	0.0	40.0	0.0	0.0	3.0	3.0	0.0	0.0	0.0	20.0	0.0
	3 Bridge Final Design	2.0	4.0	0.0	60.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	20.0	0.0
TASK 70	Hydraulic Investigation	7.0	14.0	0.0	0.0	0.0	0.0	64.0	109.0	0.0	0.0	0.0	20.0	0.0

PROJECT TASK													
	Program Manager - Lead	Project Engineer - Senior		Project Designer Roadway	Project Engineer - Discipline Lead Structures		Project Engineer - Discipline Lead QC		Project Engineer - Senior Hydraulics	Project Designer Hydraulics	PLS - Discipline Lead		Professional Land Surveyor
1 Historic and Existing Conditions	1.0	2.0	0.0	0.0	0.0	0.0	0.0	0.0	24.0	32.0	0.0	0.0	0.0
2 Hydrology	1.0	2.0	0.0	0.0	0.0	0.0	0.0	0.0	4.0	12.0	0.0	0.0	0.0
3 Existing Hydraulic Investigation	1.0	2.0	0.0	0.0	0.0	0.0	0.0	0.0	8.0	20.0	0.0	0.0	0.0
4 Proposed Hydraulic Investigation	1.0	2.0	0.0	0.0	0.0	0.0	0.0	0.0	12.0	18.0	0.0	0.0	0.0
5 Scour Considerations	1.0	2.0	0.0	0.0	0.0	0.0	0.0	0.0	12.0	18.0	0.0	0.0	0.0
6 Tech Memo & No-Rise Cert.	2.0	4.0	0.0	0.0	0.0	0.0	0.0	0.0	4.0	9.0	0.0	0.0	0.0
TASK 80 ROADWAY DESIGN	5.0	30.0	56.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	20.0	0.0
1 Alignment & Profile	1.0	4.0	20.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
2 Roadway Section	1.0	2.0	4.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
3 Storm Drainage	1.0	4.0	12.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
4 Right of Way Plan	2.0	20.0	20.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	20.0	0.0
TASK 90 COST ESTIMATES	4.0	8.0	16.0	12.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
1 30% Opinion of Probable Cost	2.0	4.0	8.0	4.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
2 Final Opinion of Probable Cost	2.0	4.0	8.0	8.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
TASK 100 SPECIFICATIONS	8.0	8.0	0.0	8.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
1 Draft Outline	4.0	4.0	0.0	4.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
2 Final Documents	4.0	4.0	0.0	4.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
TASK 110 MANAGEMENT RESERVE	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
TBD													
TOTAL	67.0	117.0	76.0	182.0	24.0	60.0	90.0	126.0	106.0	30.0	60.0	2.0	2.0



**Washington State
Department of Transportation**

Development Division
Contract Services Office
PO Box 47408
Olympia, WA 98504-7408
7345 Linderson Way SW
Tumwater, WA 98501-6504

TTY: 1-800-833-6388
www.wsdot.wa.gov

May 6, 2020

J-U-B Engineers, Inc.
250 S Beechwood Avenue, Ste 201
Boise, ID 83709

Subject: Acceptance FYE 2019 ICR – Cognizant Review

Dear Brenda Miklos:

We have accepted your firms FYE 2019 Indirect Cost Rate (ICR) of 166.93% of direct labor (rate includes 0.90% Facilities Capital Cost of Money) based on the "Cognizant Review" from the Idaho Transportation Department. This rate will be applicable for WSDOT Agreements and Local Agency Contracts in Washington only. This rate may be subject to additional review if considered necessary by WSDOT. Your ICR must be updated on an annual basis.

Costs billed to agreements/contracts will still be subject to audit of actual costs, based on the terms and conditions of the respective agreement/contract.

Any other entity contracting with your firm is responsible for determining the acceptability of the ICR.

If you have any questions, feel free to contact our office at (360) 705-7019 or via email consultantrates@wsdot.wa.gov.

Regards;

Jonson, Erik
May 7 2020 7:27 AM

cosign

ERIK K. JONSON
Contract Services Manager

EKJ:ah

J-U-B Engineers, Inc
Breakdown of Overhead Cost
Year Ending December 31, 2019

FRINGE BENEFITS		
	Beginning Total	% of Direct Labor
Direct Labor	17,947,482	
FICA	2,323,619	12.95%
Unemployment	96,553	0.54%
Medical Aid and Industrial Insurance	68,022	0.38%
Company Insurance and Medical	2,976,737	16.59%
Vacation, Holiday, and Sick Leave	3,750,727	20.90%
Commission, Bonuses/Pension Plan	3,461,495	19.29%
Total Fringe Benefits	12,677,153	70.63%
GENERAL OVERHEAD		
State B & O Taxes	297,497	1.66%
Insurance	529,826	2.95%
Administration and Time Not Assignable	10,129,547	56.44%
Printing, Stationery, and Supplies	574,157	3.20%
Professional Services	326,308	1.82%
Travel Not Assignable	1,198,385	6.68%
Telephone and Telegraph Not Assignable	306,860	1.71%
Fees, Dues, Professional Meetings	157,022	0.87%
Utilities and Maintenance	348,909	1.94%
Professional Development	192,728	1.07%
Rent	1,170,561	6.52%
Equipment Support ; Depreciation & Computer expense	1,867,654	10.41%
Cost of money	161,438	0.90%
Office Miscellaneous, Postage	21,280	0.12%
Total General Overhead	17,282,172	96.29%
Total Overhead Fringe + General	29,959,325	166.93%

Exhibit E

Sub-consultant Cost Computations

The CONSULTANT shall not sub-contract for the performance of any work under this AGREEMENT without prior written permission of the AGENCY. Refer to section VI "Sub-Contracting" of this AGREEMENT.

The following subconsultants are included in this project:

GeoProfessional Innovation (GPI) - Geotechnical Engineer. See attached letter dated 6-10-20
Reiss-Landreau Research - Cultural Resources/Section 106 - See attached letter dated 6-15-20

Agreement Number: 30-20-50



June 10, 2020
File: PUP20145

Mr. Travis Marden, P.E. &
Mr. Rick Door, P.E.
J-U-B Engineers, Inc.
2810 W. Clearwater Ave., Suite 201
Kennewick, WA 99336

RE: Proposal
 Geotechnical Engineering Evaluation
 10th Avenue Bridge Replacement
 Union Gap, Washington

Good day, Rick and Travis.

GeoProfessional Innovation Corporation (GPI) thanks you for another opportunity to provide geotechnical engineering services in support of the 10th Avenue Bridge replacement project in Union Gap, Washington. With our recent experiences working with J-U-B Engineers (J-U-B) in the area and with other municipal roadways, we look forward to accomplishing exploration, analysis and geotechnical design in an efficient manner that adds to your civil design efforts. The following text summarizes our project understanding, proposed scope of services, anticipated schedule, and fee estimate.

PROJECT UNDERSTANDING

Existing Site Conditions

The project alignment is located north of the West Valley Mall Boulevard intersection approximately 450 feet. 10th Avenue crosses Wide Hollow Creek with a narrow, at grade, timber-frame bridge that has reached its practical useful life. The bridge is approximately 33 feet in length and 26 feet wide. The creek continuously flows and has documented aquatic life. 10th Avenue and the bridge deck are asphalt paved with residential driveways immediately at the northeast and southwest bridge approaches. The bridge is believed to have adequate vertical relief to pass significant flood events and appears elevated above the creek 10 to 12 feet.

The ground surface surrounding the existing crossing is fairly flat, outside of the Wide Hollow Creek channel. However, the stream banks slope relatively steeply down to the water level and are heavily vegetated. Some mature trees exist in the immediate area. Overhead and buried utilities exist along the west shoulder with crossings at each end.

From our previous exploration near the alignment, as well as work on other nearby projects, we expect subsurface conditions at the bridge will comprise mixed sand and silt alluvial over bank deposits extending to variable depth. Overbank silt and sand are likely to be loose and poorly graded, becoming saturated about 10 to 15 feet below the bridge deck and coinciding with the creek levels. Silt and sand will grade rapidly to dense alluvial gravel and cobbles that are saturated and likely extend considerable depth. We expect bedrock is greater than 50 feet below the existing ground surface.

Proposed Construction

The new bridge is expected to comprise a hollow core deck supported on conventional shallow foundations, if possible. Driven pipe piles are the alternate foundation approach. The bridge will be lengthened an estimated 5 to 8 feet, and widened approximately 16 to 22 feet. Pending the City of Union Gap's (City) preference, the bridge will have an exposed concrete or asphalt paved deck. Vertical grade changes are not expected, pending hydraulic analysis. Stream flow hydrology, scour analysis, rip-rap design and site surveying will be performed by J-U-B. The roadway centerline will remain unchanged. No structural loads for the bridge are developed at this time. However, from our previous work with similar bridges, we expect service loads on each planned abutment will range from 300 to 400 kips. If pipe piles are utilized as foundation elements, J-U-B will perform the L-pile analysis with soil engineering parameters provided by GPI. Conventional cast-in-place abutments will support the bridge deck and facilitate grade transitions to the foundations. Design will reference the American Association of State Highway and Transportation Officials (AASHTO) Load Resistance Factor Design (LRFD) Bridge Design Specifications. Construction documents will reference the Washington State Department of Transportation (WSDOT) Standard Specifications for Road, Bridge and Municipal Construction.

The extent approach aprons will be utilized is a function of the City's preference and residential driveway adjustments. Transitions to the existing 10th Avenue pavement surface will match existing grades just outside the construction limits. Traffic loading will be provided by the City to assess pavement section requirements. Temporary bridges to maintain traffic and stream diversion is not expected. Existing drainage patterns will be maintained and new storm runoff from the bridge will be directed to existing channels. Significant new stormwater facilities are not planned, but biofiltration swales may be added.

SCOPE OF SERVICES

GPI proposes to provide the following scope of geotechnical services based on our current project understanding, anticipated site conditions, and our experience with similar projects in the area. The following items describe our anticipated scope of geotechnical related services.

1. Review data provided by J-U-B or the City regarding the bridge development, right-of-way, and subsurface conditions in the area. Attend project meetings for planning, exploration coordination, or other functions that facilitate the team's efforts.
2. Coordinate subsurface exploration with the Washington Utility Notification Service and J-U-B to help reduce the potential for damage to subsurface utilities during exploration. We recommend J-U-B and the City coordinate with the adjacent property owners for access and to mark any private utilities. We assume access is granted upon authorization. GPI will subcontract traffic control services to help protect workers and maintain traffic flow along 10th Avenue for at least 2 of the borings that may require drill activities in travel lanes.

Scope Alternate A: If desired, GPI will retain a private utility locator to identify subsurface utilities within 20 feet of proposed boring locations prior to exploration. If authorized, this will be performed for an additional fee beyond the basic scope outlined herein. This additional fee is outlined in the *Fee Estimate* section.

3. Explore the subsurface soil conditions via 4 borings extending 20 to 50 feet below the ground surface or to refusal on bedrock, debris, dense gravel, heaving sand, or other obstruction. Borings will be established at the approximate corners of the planned bridge. Borings will be positioned such that 1

boring on each side of the bridge extends 40 to 50 feet pending the geology encountered. The remaining 2 borings will extend 20 feet to document the near surface geologic profile and uncontrolled fill potential. Coring will not be performed to penetrate refusal material.

GPI staff will observe exploration and visually classify and describe the soil encountered in explorations in reference to the *Unified Soil Classification System* (USCS). GPI staff will also collect soil samples at various depths and locations from soil borings for transport to our laboratory. We will accomplish standard penetration test (SPT) sampling in each soil boring at approximate 5-foot intervals. We will record the asphalt section at the surface, depth to groundwater and bedrock in explorations, if encountered. Borings will be loosely backfilled upon completing exploration, plugged with bentonite, and patched with cold asphalt where they penetrate existing pavement. The exploration locations will not be landscaped, reseeded, or recompacted. Some rutting, landscape disturbance, and other surface damage must be anticipated as part of exploration.

Scope Alternate B: Accomplish 1 field infiltration test in a location near planned stormwater disposal referencing the borehole method outlined in Appendix 6B of the Washington State Department of Ecology (Ecology) Stormwater Management Manual for Eastern Washington. At this time, we expect infiltration test depth will vary between 2 and 6 feet below the surface depending on soil conditions encountered. If appropriate, we will also correlate infiltration test results to grain size distribution laboratory test results referencing regional stormwater correlations to identify potential stormwater disposal methods.

4. Accomplish laboratory testing referencing *ASTM International* (ASTM) laboratory testing procedures. Depending on the conditions encountered, we anticipate laboratory testing may include but is not limited to:
 - α Natural moisture content
 - α In-place density
 - α Grain-size distribution
 - α pH, sulfate content, and resistivity
 - α Modified Proctor density
 - α Shear strength

Laboratory test results will be used to correlate soil design parameters; such as compressibility and shear strength.

5. Perform geotechnical engineering analysis and evaluation using our subsurface exploration and site characterization data. At this time, we anticipate providing design recommendations for the following geotechnical-related project aspects:

- Earthwork
 - Abutment and alignment preparations
 - Excavation characteristics
 - Wet weather/wet soil construction
 - Establishing subgrades
 - Structural fill criteria
 - Site soil reuse
 - Required compaction
- Bridge Foundations – Conventional Shallow or Driven Pipe Pile
 - Allowable load-carrying capacity

- LRFD design criteria
- L-Pile soil engineering characteristics
- Total and differential settlement risks
- Lateral load resistance
- IBC site class
- Frost depth criteria
- Foundation construction considerations

Asphalt Pavement Section Design

- Section thickness for 10th Avenue reconstruction
- Pavement construction materials referencing WSDOT Standard Specifications
- Pavement maintenance considerations

Site Drainage

- Stormwater disposal considerations
- Surface grading
- Infiltration rate (if Scope Alternate B is authorized)

Additional Recommended Services

- Plan and specification review
- Construction observation material testing services

6. Provide an electronic draft of our deliverable for review by your project team, including our exploration and laboratory test results as well as schematics necessary to illustrate our recommendations.
7. Incorporate your team's comments on our draft deliverable, and issue a final electronic deliverable for design use.

LIMITATIONS

The scope of services presented herein does not include providing our evaluation in a specific WSDOT report format, or interacting with City, WSDOT, or other agency officials outside of J-U-B regarding our geotechnical analyses and recommendations. We understand our typical deliverable format is acceptable for this project. Neither does our scope include an engineering evaluation of site grading and drainage, erosion control, scour analysis or scour protection design, site-specific seismic response, evaluating alternate foundation systems beyond those discussed, retaining/abutment wall design and layout, project surveying, civil design, structural design, developing a project safety plan, specification development or construction observation. In addition, our scope has not budgeted for draft document iterations other than the single iteration contemplated in the scope. Additional iterations will be billed on a time and expense basis.

Coordination with the City, State, County or other public agencies or private entities with respect to permitting, site access, or right-of-way (ROW) considerations will be performed by J-U-B. Our fee does not include right-of-way access fees or permits. If we identify project conditions or required tasks above and beyond those presented herein, we will contact J-U-B immediately.

ANTICIPATED SCHEDULE & FEE ESTIMATE

We anticipate initiating our geotechnical exploration within 15 to 20 business days after receiving your written notice to proceed, pending subcontractor availability, weather, site access restrictions, or other factors beyond our control. Our laboratory testing will be completed within 10 business days after exploration. We anticipate providing our draft geotechnical engineering deliverable within 25 business days after exploration, providing structural loading, bridge configuration, and foundation performance requirements are readily available for our use at the time exploration is completed. Preliminary geotechnical information can be provided upon request to assist the design team.

Based on our understanding of the project concept at this time and our experience with similar developments, we propose to perform the geotechnical evaluation on a time and expense basis. Our manhour and fee estimate, inclusive of scope alternates, is appended to this proposal for your consideration and summarized in Table 1 along with deductive fee estimates for the Scope Alternates discussed with you. GPI will not exceed this amount without your prior written approval.

Table 1: Fee Estimate


Service Scope	Estimated Time & Expense Fee
Geotechnical Engineering Evaluation, including scope alternates	\$26,456.85
Deduct Scope Alternate A: Private Utility Locate	-\$1,290
Deduct Scope Alternate B: Infiltration Test	-\$850

AUTHORIZATION

To authorize our services, please provide a copy of your Standard Subconsultant Agreement, including Sub Part 3 Appendix, for our review and signature, or sign and return the attached GeoProfessional Innovation Corporation (GPI) General Conditions. We sincerely appreciate the opportunity to continue our relationship and the opportunity to further engage J-U-B Engineers, Inc. and the City of Union Gap with their ongoing infrastructure improvements. Please contact us if you have any questions or comments.

Sincerely,
GPI


Andrew J. Abrams, P.E.
Engineering Services Manager


Travis J. Wambeke, P.E.
C.E.O.

Attachments: Manhour Estimate
GeoProfessional Innovation Corporation (GPI) General Conditions

TJW/mg

Manhour and Expense Fee Estimate

City of Union Gap
10th Avenue Bridge Replacement
J-U-B Engineers
Geotechnical Design
Manhour Fee Estimate

Geotechnical Subconsultant
GPI

Task	Total L-Days	Principal L-Days	Senior Engineer L-Days	Project Engineer L-Days	Staff Engineer L-Days	Geo-Professional L-Days	Clerical L-Days
Final Design							
Task 1 Project orientation, setup, meetings	1.25	0.5	0.25	0	0	0	0.5
Task 2 Staking borings, utility locate, traffic control and local coordination	0.75	0	0.25	0.5	0	0	0
Scope Alt A Private utility locate	0.5	0.25	0	0	0	0	0.25
Task 3 Exploration	4	0.5	0.25	2.5	0.75	0	0
Scope Alt B Infiltration Testing	0.5	0	0	0.5	0	0	0
Task 4 Laboratory testing	0.5	0	0.25	0.25	0	0	0
Task 5 Design Analysis	3	0.5	1	1	0.5	0	0
Task 6 Draft Report	3	0.5	0.5	1	0.5	0	0.5
Task 7 Final Report	1.75	0.25	0.25	0.5	0.25	0	0.5
Total Labor Days	15.25	2.5	2.75	6.25	2	0	1.75

MATERIALS SALARY COSTS

A. Summary of Labor-Day Costs

1 Principal	2.5	L-Days =	20.0	L-Hours x	\$ 59.00	Hour =	\$ 1,180.00
2 Senior Engineer	2.75	L-Days =	22.0	L-Hours x	\$ 45.75	Hour =	\$ 1,006.50
3 Project Engineer	6.25	L-Days =	50.0	L-Hours x	\$ 32.21	Hour =	\$ 1,610.50
4 Staff Engineer	2	L-Days =	16.0	L-Hours x	\$ 24.00	Hour =	\$ 384.00
5 Geo-Professional	0	L-Days =	0.0	L-Hours x	\$ 20.00	Hour =	\$ -
6 Clerical	1.75	L-Days =	14.0	L-Hours x	\$ 34.00	Hour =	\$ 476.00

TOTAL DIRECT PAYROLL **\$ 4,657.00**

B. Payroll Burden & Fringe Benefit Costs

1 Indirect Labor, Overhead & Fee	\$ 4,657.00	x	\$ 1.73	=	\$ 8,069.18
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TOTAL PAYROLL BURDEN & FRINGE BENEFIT COSTS **\$ 12,726.18**

C. Fixed Fee

1	14%
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TOTAL FIXED FEE **\$ 1,781.67**
TOTAL LABOR / PAYROLL / FIXED FEE **\$ 14,507.85**

D. Out-of-Pocket Costs

1 Mileage	320	x	\$ 0.575	=	\$ 184.00
2 Exploration Expenses	1	x	\$ 180.00	=	\$ 180.00
3 Lodging (days)	1	x	\$ 115.00	=	\$ 115.00
4 Report Copies	-	x	\$ 0.15	=	\$ -
5 Laboratory Testing- Unit Rates	1	x	\$ 1,150.00	=	\$ 1,150.00
6 Plan Sheets - Soil Profile	-	x	\$ 10.00	=	\$ -
7 ROW Permits and fees	-	x	\$ 550.00	=	\$ -
8	-	x	\$ -	=	\$ -

TOTAL OUT-OF-POCKET COSTS **\$ 1,629.00**

E. Subcontractors

1 Exploration Subcontractor	1	x	\$ 8,200.00	=	\$ 8,200.00
2 Traffic Control	1	x	\$ 1,200.00	=	\$ 1,200.00
3 Scope Alternate A Private Utility Locate Subcontractor	1	x	\$ 920.00	=	\$ 920.00

TOTAL SUBCONTRACTOR COSTS **\$ 10,320.00**

TOTAL ESTIMATED HAZARDOUS MATERIALS FEE **\$ 26,456.85**

Proposal No.	PUP20145, June 10, 2020	Client Name	J-U-B Engineers, Inc. c/o Rick Door, P.E.	<input checked="" type="checkbox"/> GEE
Project Name	10 th Avenue Bridge Replacement	Project City, State	Union Gap, Washington	<input type="checkbox"/> CMT <input type="checkbox"/> ENV

GEOPROFESSIONAL INNOVATION CORPORATION (GPI) GENERAL CONDITIONS

SCOPE OF SERVICES. GeoProfessional Innovation Corporation (hereinafter "GPI") now being authorized to perform the scope of services detailed in the Proposal (identified above). By executing these General Conditions, Client acknowledges that it has reviewed GPI's scope of services and agrees that the scope of services is reasonable, acceptable, and agrees to pay the fees or estimated fees. The executed General Conditions serve as GPI's Notice-To-Proceed with the Proposal. These General Conditions, including the Proposal incorporated herein by reference, represents the entire agreement between GPI and Client, and may only be amended in writing and executed by both parties. GPI will notify Client prior to exceeding the total authorized fees and will not incur costs or provide services in excess of the authorized fees. Requests for additional services, scope modifications, or fee adjustments must be done in writing and are considered an amendment to these General Conditions. Client understands and agrees with GPI's proposed means and methods for data collection, analysis, and site investigation and characterization, which may or may not include the use of "state-of-the-art" technologies.

STANDARD OF CARE. GPI will perform our services using the customary care and skill employed by competent professionals performing similar services under similar circumstances in the project area at the same time, subject to any limitations or exclusions contained in our proposal for the specific scope of our services authorized under these General Conditions. GPI is not responsible for the work or services performed by others, nor are we responsible for the safety of any persons or property, other than the safety of our own employees. GPI does not warrant or guarantee our services.

CLIENT RESPONSIBILITIES. Client agrees to provide GPI with all pertinent data and documents relevant to the performance of GPI's scope of services. Such documents may include plans, specifications, schedules, addenda, change orders, approved shop orders, approved shop drawings, correspondence, memorandums, photographs, historical evaluations, or any other appropriate data associated with GPI's scope of services, even if such data is not currently known or will be revealed at a future date. GPI shall be entitled to reasonably rely on all information provided by Client or by Client's representatives, consultants, contractors, vendors, or agents in the execution of GPI's services. Client will designate a Client Representative and authorizes GPI free access to the project site, and to locations where materials are prepared and stored. Client Representative has complete authority to direct GPI in the executing the Proposal, receive and provide communication from and to GPI, modify GPI's scope of services, and authorize payment. In addition to the aforementioned responsibilities, for projects involving engineering, drilling, or environmental services, Client agrees to provide the following prior to the commencement of GPI's services: (1) a project description; (2) the property location and a description; (3) property access; and (4) the specific location of any underground utilities, structures, and known or suspected hazardous materials. GPI is not responsible for damage or repair to underground utilities or structures which were not properly identified, located, or otherwise made known to GPI prior to beginning our services.

GEOPROFESSIONAL CONTINUITY. Remediation, site abatement, mitigation, and/or construction monitoring are important aspects of any project and part of the environmental and geotechnical design process that allows confirmation of conditions observed during site exploration and to verify that conditions remain as relied on for design and that design recommendations are followed. Our agreement to perform the proposed scope of environmental and geotechnical design services is based on the understanding that GPI will be retained to perform construction monitoring as the project is constructed, remediated, abated, or mitigated. Accepting the Proposal serves as evidence that Client understands this is part of the design process, industry standard, and a contractual requirement to perform the necessary follow through construction/remediation monitoring, testing, and inspection. If GPI is not so retained or does not perform these services for any other reason, Client agrees to defend, indemnify and hold harmless GPI, its officers, affiliates, and/or assigns from any environmental or geotechnical design and/or remediation or construction related claims, losses, damages or expenses, including reasonable attorney's fees, expert fees and other costs of defense. Where design services are not proposed, GPI will not become the engineer-of-record or have any involvement in the design.

INVOICES AND PAYMENT. GPI will invoice for services in accordance with our Proposal terms. Invoices are due on receipt and will be assessed a late payment charge of 20% per annum if not paid within 30 days of the invoice date. If GPI is not paid when due, GPI may suspend or terminate all services and Client agrees to return to GPI all copies of any reports, plans, specifications or other documents prepared by GPI under these General Conditions and will not rely on these documents or use them in any fashion, nor shall the same be used as a basis for bringing suit against GPI. GPI retains all rights to claim against performance bonds, lien project property and other measures to receive payment for services rendered.

CHANGED CONDITIONS. If, after executing these General Conditions, GPI discovers conditions or circumstances not anticipated by either party, we will promptly notify Client of the changed condition. Client agrees to negotiate an appropriate modification to these General Conditions, including an appropriate modification to GPI's fees for any changed conditions. Either party may terminate these General Conditions as set forth in *Termination and Suspension* if GPI and Client cannot agree on a revised Proposal and fee.

HAZARDOUS MATERIALS. GPI is not responsible for any loss, injury, or damage to any person or personal property caused by Hazardous Materials unless released by GPI. Unless specifically outlined in the scope of services, our work does not include investigation, detection, evaluation, or assessment of Hazardous Materials. Accordingly unless specifically outlined in an Environmental Proposal, our deliverables will not include any interpretations, recommendations, findings, conclusions, or opinions regarding Hazardous Materials. Client agrees to defend, indemnify, and hold GPI harmless from any claims, liability, loss, or damage that arises from, or is alleged to arise from, or is any way related to, Hazardous Materials. "Hazardous Materials" includes, but is not limited to any toxic, noxious, poisonous, radioactive, or irritating material, chemical, or gas, and includes biological materials such as bacteria, viruses, fungi, spores and mold, and the emissions from biological materials.

CERTIFICATIONS. GPI's services are only an expression of our professional opinion based on the Proposal GPI performed for Client and are not a guarantee or warranty of any fact, condition, or result. GPI will not execute any certification.

PARTY RELATIONSHIP. GPI is an independent consultant, with our employees under our sole direction and control. GPI will have the full power, discretion, and authority to select the means, manner, and method of completing our services for individual project tasks without detail, control, or direction. GPI has the latitude to subcontract for the services of others without obtaining Client's consent where GPI deems it necessary or desirable to complete our scope of services.

NON-SOLICITATION. GPI's assets are our employees; critical to fulfilling GPI's client and project objectives. Recognizing this, Client and GPI (the Parties) agree that during the term of this contract and for a period of two (2) years after termination of this contract, for any reason, the parties shall not directly or indirectly induce, engage, encourage, or attempt to induce, encourage, or otherwise counsel, advise, ask, or offer any person who is, at the time, employed in any capacity by the other party, to leave the employ of the other party, or to accept employment with the other party, or to become an independent contractor, or to offer employment to or hire such person.

The parties agree that it would be impractical and very difficult to determine the amount of actual damages caused by a breach of this non-solicitation provision. Therefore, the parties agree that in the event it is established that there has been a violation of the non-solicitation provision, the violating party shall pay the other party, as liquidated damages, the sum of twenty-two thousand dollars (\$22,000) for each breach. The parties agree that these liquidated

Proposal No.	PUP20145, June 10, 2020	Client Name	J-U-B Engineers, Inc. c/o Rick Door, P.E.	<input checked="" type="checkbox"/> GEE <input type="checkbox"/> CMT <input type="checkbox"/> ENV
Project Name	10 th Avenue Bridge Replacement	Project City, State	Union Gap, Washington	

damages represent reasonable compensation to the other party for losses that would be incurred by it due to any such breach and that no further relief shall be granted the damaged party.

SITE DISTURBANCE. Often GPI's proposed scope of services may cause surface and subsurface disturbance. Property restoration is not included in GPI's scope of services.

INDEMNITY. Client agrees to indemnify, defend and hold GPI, its officers, employees, shareholders, and affiliates harmless from and against any claims, including all third party claims, suits, liability, damages, and expenses with respect to the properties or GPI's services under these General Conditions. Client's duty to defend will incur at the onset of a claim and requires reimbursement of all reasonable legal fees incurred in said defense through an attorney selected by GPI.

RISK ALLOCATION. GPI has a limited role in the overall project scope. Therefore, Client agrees to limit GPI's total aggregate liability to Client and all third parties who may claim through Client, arising from injuries, damages, claims, losses, expenses, including any attorney's fees or litigation expenses arising from any judgment or ruling of any kind, arising out of or relating to GPI's services under these General Conditions based on any cause or any theory of liability, including, but not limited to negligence, errors or omissions, strict liability, breach of contract, breach of warranty, and claims for indemnification or contribution, such that GPI's total aggregate liability shall not exceed the percentage share of GPI's fee as it relates to the Client's total fee, or in the case of an owner, the total project value, up to a maximum of fifty thousand dollars (\$50,000). Client may negotiate a higher limit on projects that exceed this amount in total fees in exchange for an appropriate fee increase to reflect the modified risk allocation. Client and GPI agree that this provision shall apply to the indemnity obligations set forth above. Neither Client nor GPI will be liable to the other for any consequential, liquidated, punitive, or incidental damages, except as specifically provided for in these General Conditions. The Parties agree that no actions, claims, or proceedings of any kind, whether in tort, contract, or equity, arising out of GPI's services, may be brought against GPI more than 2 years after GPI's last service date in connection with this project.

SURVIVABILITY. The indemnity obligations, risk allocation, limitations of liability, and assignment requirements established under these General Conditions shall survive the expiration or termination of these General Conditions. These General Conditions extend to the Proposal and any additional services GPI performs.

NO JOINT AND SEVERAL LIABILITY. GPI shall not be jointly or severally liable for any damage of any kind or nature, including loss or damage of any kind to land or any structures or other improvements planned, designed, constructed or remodeled on the property which is the subject of these General Conditions, or for any personal injury, including death, arising out of or resulting from any structural plan, design or construction, or the remodeling of any structure placed on the property which is the subject of these General Conditions, unless and to the extent said loss or damage or injury is the exclusive direct and proximate result of GPI's sole negligence.

TERMINATION AND SUSPENSION. The Parties may terminate or suspend these General Conditions upon seven (7) days written notice delivered personally or by certified mail to the other party. In the event of termination, other than caused by a material breach of these General Conditions by GPI, Client shall pay for all of GPI's services performed through the date of termination, and for any necessary services and expenses incurred in connection with the project's termination. GPI shall not be liable to Client for any failure or delay in performance due to circumstances beyond GPI's control.

DISPUTE RESOLUTION. No action may be instituted or prosecuted in any court related to any dispute arising from or in connection with these General Conditions unless the party wishing to institute such action first demands in writing, and participates in good faith, in a non-binding facilitated mediation of the dispute. The fees and costs of the mediator shall be shared equally between the parties. The mediation shall be conducted by a mutually agreed to mediator selected by the parties from the roster of civil mediators approved by the jurisdiction's Supreme Court, or another mutually agreed upon mediator. Only after good faith efforts at mediation can a party to disagreement pursue litigation for claims relating to these General Conditions.

CONTROLLING LAW. The laws of the State in which the project occurs will govern the interpretation and enforcement of these General Conditions, and the venue for any legal dispute shall be in the county seat where the project is located.

INTEGRATION AND SEVERABILITY. The Proposal and these General Conditions reflect the entire Agreement between GPI and Client. If any portion of these General Conditions is found to be void, such portion shall be stricken and the General Conditions shall be reformed to as closely approximate the stricken portions as the law allows.

DELIVERABLE OWNERSHIP. Where and when GPI is paid in full, GPI grants Client a non-exclusive license to use the Drawings, Specifications, Reports or other documents prepared by GPI for this Project ("Deliverables"). However, the Drawings, Specifications, Reports, and other documents, including document copies are owned by GPI. GPI maintains no liability for any reuse or modification of the Deliverables by Client or anyone obtaining it through Client and such liability will be at Client's sole risk. Client agrees to defend, indemnify, and hold GPI harmless from all third party claims, demands, actions, and expenses (including reasonable attorney's fees, expert fees, and other costs of defense) arising from or in any way related to the reuse or modification of the Deliverables by Client or anyone obtaining it through Client. Recognizing this indemnity, Client agrees to disclose all of GPI's Deliverables and these General Conditions to prospective buyers such that clearly understand the associated relationship between Client and GPI as well as understand the associated risks, limitations, and considerations of GPI's design. Disclosure of any of GPI's documents does not create a right to rely on them or create any contractual relationship or a duty of care between GPI and the party that receives them.

ELECTRONIC DELIVERABLES. GPI's services are intended to help facilitate sustainability and therefore, GPI may elect to provide our deliverables in electronic formats, which may change from time to time, but at a minimum may include: portable document format (pdf), electronic mail, flash drives, presentations, or other reusable hardware devices. Client agrees to accept deliverables in an electronic format and agrees to indemnify, defend, and hold GPI harmless from any misuse, loss, or other activity that compromises the deliverable intent or any damage to Client or third party resulting from corrupt files or hardware.

ASSIGNMENT. During the term of these General Conditions and following its expiration or termination for any reason, Client shall not transfer, assign, convey, or sublet any right, claims, duty, or obligation under it, nor any other interest therein without the prior written consent of GPI.

GENERAL CONDITIONS ACCEPTANCE AND AUTHORIZATION TO PROCEED: If Client gives any form of authorization to proceed and does not object in writing to the General Conditions outlined above within 10 days, Client agrees to be bound by these terms.

Signature _____
Printed _____

Title _____
Date _____

RLR Cultural Resources LLC
Archaeological and Historic Preservation Consulting

PO Box 2215, Yakima WA 98907 Phone/Fax (509) 952-5130,
chris@reisslandreau.com

Travis Marden
J-U-B Engineers
2810 W. Clearwater Ave
Kennewick WA 99336

June 15, 2020

Dear Travis:

Enclosed you will find a proposal for a section 106 survey of the proposed City of Union Gap, South 10th Avenue Bridge Replacement Project. We believe that this survey should satisfy the State DAHP request for a cultural resources review of the project area. If you would like any changes to the proposal, or have any questions, please do not hesitate to contact us.

A handwritten signature in black ink, appearing to read 'Chris Landreau', with a long horizontal flourish extending to the right.

Christopher Landreau
Reiss-Landreau Research

RLR Cultural Resources LLC
Archaeological and Historic Preservation Consulting
PO Box 2215, Yakima WA 98907 Phone/Fax (509) 952-5130,
chris@reisslandreau.com

**A Proposal for a Section 106 Compliance Review and Survey at the City of Union Gap,
South 10th Avenue Bridge Replacement Project.**

Monday, June 15, 2020

Scope of Work

1. The archaeologist will provide a literature search of relevant information on the history and background of the area, any site forms kept in Olympia, local archives, and any available ethnohistorical documentation and data.
2. The archaeologist will conduct a walkover survey of the proposed work area (including the APE specified by J-U-B), and inspect any and all recently exposed subsurface material, including rodent burrows, cutbank surfaces, etc., for any evidence of human occupation.
3. The archaeologist will excavate 50cm shovel probes if necessary throughout the work area. Any located artifacts and/ or features will be cataloged, described, photographed and bagged if necessary for curation. Shovel testing will be determined by lead archaeologist and based upon a variety of factors, including ground visibility and visible bedrock, etc. The probes, if utilized, will be excavated to a minimum of 40 cm into sterile subsurface.
4. The preservationist will record all built environment within the APE of the project to Statewide HPI forms. Eligibility recommendations will be made at that time.
5. The archaeologist will photograph, draw, GIS map and otherwise document any physical surface features found that are prehistoric, historic or traditional use.

Project Report

Reiss-Landreau Research will submit a draft and a final report detailing the findings of the survey. The report will include all appropriate maps, photos, sketches, site forms, and a bibliography of all consulted source material. The report will include relevant discussions and recommendations for Built environment including an assessment of NR eligibility, hardscape, audible, visual and district impacts within the project area.

RLR Cultural Resources LLC
Archaeological and Historic Preservation Consulting
PO Box 2215, Yakima WA 98907 Phone/Fax (509) 952-5130,
chris@reisslandreau.com

Projected Costs for Reiss-Landreau Research

Survey and Inventory PI	12hrs@ \$95	\$1140
Survey and Inventory Technician	15 hrs @\$45	\$675
Research and Coordination	15hrs@ \$95	\$1425
Photography and GIS Mapping and Metal Det.		\$210
Reporting, forms, analysis and compliance	10 hrs@ \$90	\$900
Administration		\$280

Note: The hourly rates shown include direct salary, overhead and fees.

<u>Total Projected Costs</u>	<u>\$ 4,630.00</u>
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5. Timetable: five weeks from inception, for a draft report and recommendations

This project can be initiated quickly depending upon weather conditions, and a draft report will be submitted within three weeks of the beginning of the project. After comment, a final report will be issued within twenty days.

If any unforeseen difficulties arise in process, the project proponent will be informed directly within two days with a letter, and work schedules can be re-arranged. If at any time during this process, large or unforeseen archaeological properties are discovered, work will stop in that area and the evaluation will continue. If any inadvertent human remains are found on site, the nearest tribes, as well as the county sheriff will be contacted and work will stop at that portion of the site, as is standard procedure for inadvertent discovery.

At no time does final issuance of this report mean that the entire process is complete. There must be concurrence with Washington DAHP.

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: 30-20-50

Exhibit G

Certification Documents

- Exhibit G-1(a) Certification of Consultant
- Exhibit G-1(b) Certification of The City of Union Gap
- 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: 30-20-50

Exhibit G-1(a) Certification of Consultant

I hereby certify that I am the and duly authorized representative of the firm of
J-U-B Engineers, Inc.

whose address is

2810 W. Clearwater Ave. Ste 201

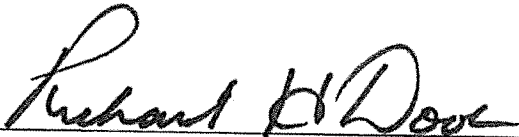
and that neither the above firm nor I have:

- 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.

J-U-B Engineers, Inc.

Consultant (Firm Name)



Signature (Authorized Official of Consultant)

6-17-20

Date

Agreement Number: 30-20-50

Exhibit G-1(b) Certification of th City of Union Gap

I hereby certify that I am the:

☒ City Manager

☐ Other

of the City of Union Gap

, and J-U-B Engineers, Inc.

or its representative has not been required, directly or indirectly as an express or implied condition in connection with obtaining or carrying out this AGREEMENT to:

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

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

Signature

Date

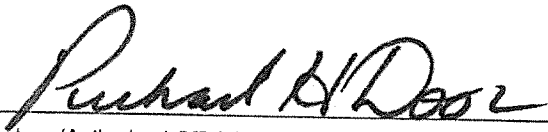
Agreement Number: 30-20-50

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.

J-U-B Engineers, Inc.

Consultant (Firm Name)


Signature (Authorized Official of Consultant)

6 - 17 - 20
Date

Agreement Number: 30-20-50

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

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

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

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

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

J-U-B Engineers, Inc.

Consultant (Firm Name)



Signature (Authorized Official of Consultant)

6-17-20

Date


Agreement Number: 30-20-50

Exhibit G-4 Certificate of Current Cost or Pricing Data

This is to certify that, to the best of my knowledge and belief, the cost or pricing data (as defined in section 2.101 of the Federal Acquisition Regulation (FAR) and required under FAR subsection 15.403-4) submitted, either actually or by specific identification in writing, to the Contracting Officer or to the Contracting Officer's representative in support of 10th Ave South #475 Bridge Replacement * are accurate, complete, and current as of June 17, 2020 **.

This certification includes the cost or pricing data supporting any advance AGREEMENT's and forward pricing rate AGREEMENT's between the offer or and the Government that are part of the proposal.

Firm: J-U-B Engineers, Inc.



Signature

Project Manager

Title

Date of Execution***: 06/22/20

*Identify the proposal, quotation, request for pricing adjustment, or other submission involved, giving the appropriate identifying number (e.g. project title.)

**Insert the day, month, and year, when price negotiations were concluded and price AGREEMENT was reached.

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

Agreement Number: 30-20-50

Exhibit H

Liability Insurance Increase

To Be Used Only If Insurance Requirements Are Increased

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

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

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

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

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

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

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

Notes: Cost of added insurance requirements: \$

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

Agreement Number: 30-20-50

Exhibit I

Alleged Consultant Design Error Procedures

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

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

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

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

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

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

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

Step 4 Attempt to Resolve Alleged Design Error with Consultant

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

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

Agreement Number: 30-20-50

Step 5 Forward Documents to Local Programs

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

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

Exhibit J

Consultant Claim Procedures

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

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

Step 1 Consultant Files a Claim with the Agency Project Manager

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

The consultant's claim must outline the following:

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

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

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

If the Agency project manager, Director of Public Works or Agency Engineer, WSDOT Local Programs (if applicable), and FHWA (if applicable) agree with the consultant's claim, send a request memo, including backup documentation to the consultant to either supplement the agreement, or create a new agreement for the claim. After the request has been approved, the Agency shall write the supplement and/or new agreement and pay the consultant the amount of the claim. Inform the consultant that the final payment for the agreement is subject to audit. No further action 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: 30-20-50

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: 30-20-50



City Council Communication

Meeting Date: June 22, 2020
From: Arlene Fisher, City Manager
Topic/Issue: Library & Community Center Construction Budget

SYNOPSIS: The City Manager would like to present the Library and Community Center construction budget.

RECOMMENDATION: For review only.

LEGAL REVIEW: N/A

FINANCIAL REVIEW: N/A

BACKGROUND INFORMATION: N/A

ADDITIONAL OPTIONS: N/A

ATTACHMENTS: Library & Community Center Construction Budget

Union Gap Community Center & Library
City of Union Gap

PRELIMINARY PROJECT BUDGET - 5,000 sf

Estimated Construction Cost

Site Work / Landscaping / Parking Lot			\$215,021
New Construction		\$259 \$/sf	\$1,295,895
Sub Total	4,999 sf	\$302 \$/sf	\$1,510,916
Alternate No. 1	Pavers in Courtyard	\$19,235	\$0
Alternate No. 2	East Patio	\$25,362	\$0
Alternate No. 3	Fireplace - Library	\$17,601	\$0
Alternate No. 4	Fireplace - Community Center	\$35,150	\$0
Alternate No. 5	Commercial Kitchen	\$18,315	\$0
Alternate No. 6	Children's Story Wall	\$9,529	\$0
Sub Total			\$1,510,916
Sales Tax @ 8.2% on Construction Costs			\$123,895
Construction Contingency @ 10%			\$151,092
Sub Total			\$1,785,903

Consultant Services

Architectural/Engineering Fees		\$147,000
Interior Design		\$15,000
Furniture Coordination		\$5,000
Renderings/Public Meeting materials, Allowance		\$4,000
Electrical Engineering Extra Services		
Communications Systems		\$5,280
Security and Door Access System		\$4,290
Commissioning Agent, Allowance		\$0
Civil Engineering		\$28,820
Survey		\$2,750
Landscape Architecture		\$3,850
Geotechnical Testing		\$5,280
Misc. Expenses Allowance (Document Printing, Engineer Travel, etc.)		\$3,500
Sub Total		\$224,770
Contingency @ 5%		\$11,239
Sub Total		\$236,009

Other Costs

Plan Review and Building Permit		\$8,000
Planning Approval Fees		\$0
Pacific Power Connection Fee		\$10,000
Water Connection Fee		\$1,844
Waste Water Connection Fee		\$2,157
Natural Gas Connection Fee		\$0
Construction Testing		\$10,000
*Data/Communications Allowance, wire pulling in contract		\$10,000
*T1 / Fiber Optics, in contract		\$0
*Sound System, Allowance		\$5,000
*Phone System, Allowance		\$5,000
*Security System, Allowance		\$10,000
*Signage, Allowance		\$10,000
*Furnishings Allowance / Library Shelving by YVL		\$55,000
*Equipment Allowance		\$7,500
*Kitchen Equipment		
Base Bid (Warming Kitchen)		\$25,000
Alternate No. 5 - Commercial Kitchen		\$30,000
*Other Owner Expenses		\$9,500
Sub Total		\$199,001
Contingency		\$22,549
Estimated Total Other Costs		\$221,550
Project Grand Total		\$2,243,461

Note: "*" Indicates Owner budgeted Items

Department of Commerce Grant:	\$1,950,000
Union Gap Funds:	\$293,461
Total:	\$2,243,461
Difference:	(\$0)



City Council Communication

Meeting Date: June 22, 2020
From: Arlene Fisher, City Manger
Topic/Issue: Library & Community Center Comment Cards

SYNOPSIS: The City received several comment cards back from the citizens of Union Gap.

RECOMMENDATION: For review and discussion only.

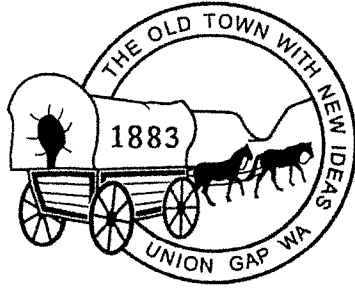
LEGAL REVIEW: N/A

FINANCIAL REVIEW: N/A

BACKGROUND INFORMATION: N/A

ADDITIONAL OPTIONS: N/A

ATTACHMENTS: Comment Cards



CITY OF
UNION GAP
1883

TO: Union Gap City Council

FROM: City Manager – Arlene Fisher

SUBJECT: Comment Cards

DATE: June 2020

COMMENTS: Batch 1

COMMENT CARD / TARJETA DE COMENTARIOS

Please send back your comments / Porfavor envíe sus comentarios

Looks good to
me

COMMENT CARD / TARJETA DE COMENTARIOS

Please send back your comments / Porfavor envíe sus comentarios

Looks Great - Union Gap
has Always had such a warm
& Friendly small town Attitude.

Thank You Union Gap
Jaime Nelson
Old Town Pump Saloon

COMMENT CARD / TARJETA DE COMENTARIOS

Please send back your comments / Porfavor envíe sus comentarios

No fireplaces at all.

patio by community room (yes)

Kitchen

yes

Thank you for my comment!!

COMMENT CARD / TARJETA DE COMENTARIOS

Please send back your comments / Porfavor envíe sus comentarios

Include The Kitchen

+ Both Fire places

+ Patio

+ Mural celebrating women

& people of color

COMMENT CARD / TARJETA DE COMENTARIOS

Please send back your comments / Porfavor envíe sus comentarios

WHAT WILL THIS COST AND HOW WILL IT
AFFECT MY PROPERTY TAXES? (THE LIBRARY/
COMMUNITY CENTER)

STEVEN R. GOODPASTER

1112 GLASSER LANE

UNION GAP, WA

509-985-0112

COMMENT CARD / TARJETA DE COMENTARIOS

Please send back your comments / Porfavor envíe sus comentarios

No FIREPLACE IN THE
LIBRARY

MATCH DECOR WITH
CITY HALL

"PLANTS"

COMMENT CARD / TARJETA DE COMENTARIOS

Please send back your comments / Porfavor envíe sus comentarios

Looks Fine To me!

Mr. Capelme

COMMENT CARD / TARJETA DE COMENTARIOS

Please send back your comments / Porfavor envíe sus comentarios

As a former member of the City of Union Gap and past school board member, I am happy to hear that a library will be back in the city.

COMMENT CARD / TARJETA DE COMENTARIOS

Please send back your comments / Porfavor envíe sus comentarios

Where CAN I get The Free Face MASKS To Be given AWAY Wed June 3, 2020? I HAVE NO OTHER TRANSPORTATION OTHER THAN CITY BUS.

THANK YOU,

Fred Thomson

2906 2nd St

UNION GAP

COMMENT CARD / TARJETA DE COMENTARIOS

Please send back your comments / Porfavor envíe sus comentarios

During a home remodel (yard work) project i having the landfill closed put us in a serious bind. Miss Gloria was amazing at getting us the right sized dumpster & walking us thru the process. The drivers that deliver & empty the dumpster were incredible in putting it where we needed it & then moving it over some other place. 10/10

COMMENT CARD / TARJETA DE COMENTARIOS

Please send back your comments / Porfavor envíe sus comentarios

- ① 18th Street - Nobbium to Mead - Low spots where water lines were installed - Drops of 1" makes a rough ride - We Travel it daily.
- ② MEAD From 18th to First - Heavy trucks have made it choppy at best - We also use this street. Bennetts 4018 S. 4th St



CITY OF
UNION GAP
1883

TO: Union Gap City Council

FROM: City Manager – Arlene Fisher

SUBJECT: Comment Cards

DATE: June 2020

COMMENTS: Batch 2

COMMENT CARD / TARJETA DE COMENTARIOS

Please send back your comments / Porfavor envíe sus comentarios

I'm really pleased with my service. The person who picks up my garbage does an excellent job and leaves the garbage can right where it should be and always picks it up. Thank him for me. Also I call (my) to my bit and the girl is always really pleasant!

COMMENT CARD / TARJETA DE COMENTARIOS

Please send back your comments / Porfavor envíe sus comentarios

Everything O.K.

COMMENT CARD / TARJETA DE COMENTARIOS

Please send back your comments / Porfavor envíe sus comentarios

Great so far, just one thing
would be return envelope
enclosed with our bill would be
so AMAZING!!!

RECEIVED

JUN 11 2020

City of Union Gap

COMMENT CARD / TARJETA DE COMENTARIOS

Please send back your comments / Porfavor envíe sus comentarios

(40 yrs.)
As a long time Union Gap resident getting
ready to retire - what plans on here
for Senior center gathering? I was
under the impression Seniors would
have a space for daily gathering.
Where would they keep the puzzles?
Just Wondering - Games? Bingo?
We need a kitchen - nice design though!

COMMENT CARD / TARJETA DE COMENTARIOS

Please send back your comments / Porfavor envíe sus comentarios

Please have Worker Check and
Make Sure that all trash goes with
the truck. Messes are left Weekly
Up and down the Streets

Thank you.

COMMENT CARD / TARJETA DE COMENTARIOS

Please send back your comments / Porfavor envíe sus comentarios

I wonder why a fire place would be
needed. Is this a good use of funds.
Other gathering places can be used in
Yakima. To much uncertainty over pandemic
concerns. A waste of money

COMMENT CARD / TARJETA DE COMENTARIOS

Please send back your comments / Porfavor envíe sus comentarios

Send Self address envelope
or Product from Bank Account
or change to credit cards

COMMENT CARD / TARJETA DE COMENTARIOS

Please send back your comments / Porfavor envíe sus comentarios

Si buenas Dias,
mi Comentario seria que haber
Si Ponen mas atencion los
choferes de los Camiones, ya
que cuando te van a cargar los contenedores
de la basura a veces los dejan
a la mitad o un
gracias.

COMMENT CARD / TARJETA DE COMENTARIOS

Please send back your comments / Porfavor envíe sus comentarios

Why don't you put an envelope!
with this bill?

Elvira Johnson
1918 So. 9th Ave
Union Gap, Wa. 98903

COMMENT CARD / TARJETA DE COMENTARIOS

Please send back your comments / Porfavor envíe sus comentarios

Thank you for picking up the yard
~~what~~ wait They picked up the bags (2)
this day Thank you again
I liked the Library & Civic Center
Thank you Helen

COMMENT CARD / TARJETA DE COMENTARIOS

Please send back your comments / Porfavor envíe sus comentarios

How are we supposed to
use this building when we
have to social distance.
Seems like a waste of money
now.

COMMENT CARD / TARJETA DE COMENTARIOS

Please send back your comments / Porfavor envíe sus comentarios

Not sure about the value of
having a fireplace -

Overall - looks good!

Will we be part of the Yakima Regional
Library system? Or who will be responsible for
rotation of books and buying new ones?

COMMENT CARD / TARJETA DE COMENTARIOS

Please send back your comments / Porfavor envíe sus comentarios

Every thing looks great. Dont
think we need an outdoor
patio with fireplace

COMMENT CARD / TARJETA DE COMENTARIOS

Please send back your comments / Porfavor envíe sus comentarios

Dont need it!!!

COMMENT CARD / TARJETA DE COMENTARIOS

Please send back your comments / Porfavor envíe sus comentarios

This floor plan is a mess. You canceled
the two main sections to create a
larger courtyard but then did not
roof it. Sure glad my tax dollars
will not be used for this.

CONSENT AGENDA

UNION GAP CITY COUNCIL REGULAR MEETING
UNION GAP COUNCIL CHAMBERS
Union Gap, Washington
June 8, 2020, Regular Meeting
MINUTES

<u>Call to Order</u>	Mayor Hodkinson called the Regular Meeting of the Union Gap City Council to order at 6:00 p.m.
<u>Council Members Present</u>	Council Members Murr, Wentz, Galloway, Schilling, and Dailey were present telephonically.
<u>Staff Present</u>	Chief Cobb, Public Works and Community Development Director Henne, Fire Chief Markham, Civil Engineer Dominguez, and Finance and Administration Director Clifton were present. City Attorney Brown was present telephonically.
<u>Audience Present</u>	<p>See attached list.</p> <p>Council Member Schilling stated that she received a text message from a citizen who was unable to dial in to access audio of the current meeting. Finance and Administration Director Clifton verified that she was using the correct phone number and access code.</p>
<u>Consent Agenda</u>	<p>Motion by Council Member Murr, second by Council Member Wentz to approve the consent agenda as follows:</p> <p>Regular Council Meeting Minutes dated May 26, 2020 as attached to the Agenda and maintained in electronic format.</p> <p>Claims Vouchers – EFT’s, and Voucher Nos. 101316 through 101358 for June 8, 2020, in the amount of \$252,899.71.</p> <p>After receiving another text, Council Member Schilling stated that a citizen was still unable to access audio of the meeting, and that the meeting needed to be cancelled due to the open public meetings act. City Attorney Brown, acting City Manager Cobb and Mayor Hodkinson agreed that the citizen may be having technology difficulty and that the meeting would continue.</p> <p>Voting on the motion – Ayes – Murr, Wentz, Galloway, Dailey and Hodkinson. Council Member Schilling abstained. Motion passes.</p>
<u>Excuse Council Member</u>	Motion by Council Member Wentz, second by Council Member Schilling to excuse Council Member Hansen, who later joined

CITY OF UNION GAP REGULAR COUNCIL MEETING MINUTES – June 8, 2020

telephonically. Motion carried unanimously.

Items from the Audience

Mark Crochet addressed the Council for an update on 501c(3), Union Gap Library and Community Center. Discussions were in regards to potential fund raising efforts, an organizational chart, and comment cards received from the public.

General Items

Public Hearing

Six Year Transportation
Improvement Plan

At 6:13 p.m. Mayor Hodkinson opened a Public Hearing to receive comments on proposed revisions to the 2021-2026 Six-Year Transportation Improvement Program. With no verbal or written comments, Mayor Hodkinson closed the hearing at 6:14 p.m.

Public Works & Community
Development

Resolution No. – 20-25 –
Adopting Amended Six-Year
Transportation Improvement
Program 2021-2026

Motion by Council Member Wentz, second by Council Member Murr to approve Resolution No. – 20-25 – providing for an amended 2021 to 2026 Six-Year Transportation Improvement Program (Comprehensive Street Program) for the City of Union Gap. Voting on the motion – Ayes – Murr, Wentz, Galloway, Dailey and Hodkinson. Council Member Schilling abstained. Motion passes.

Resolution No. – 20-26 –
HLA Task Order 2020-01
Addendum No. 1; Main &
Ahtanum Stormwater
Improvement Project

Motion by Council Member Wentz, second by Council Member Dailey to approve Resolution No. – 20-26 – authorizing the City Manager to sign Addendum No. 1 supplementing Task Order No. 2020-01 with HLA Engineering and Land Surveying, Inc. as it relates to the Main and Ahtanum Stormwater Improvement (HLA #18156E) project. Voting on the motion – Ayes – Murr, Wentz, Galloway, Dailey and Hodkinson. Council Member Schilling abstained. Motion passes.

Ordinance No. – 2989 – 2020
Budget Amendment – Rock
Avenue Sewer extension –
Change Order No. 1

Motion by Council Member Hansen, second by Council Member Murr to adopt Ordinance No. - 2989 – amending the 2020 budget authorizing an expenditure of \$29,615 from the Sewer Fund (403) and authorizing the City Manager to sign the TTC Construction, Inc. Change Order No. 1, relating to the Rock Avenue Sewer Extension project. Voting on the motion – Ayes – Murr, Wentz, Galloway, Dailey and Hodkinson. Council Member Schilling abstained. Motion passes.

Authorization to Apply for
Congestion Mitigation and
Air Quality (CMAQ) Funding

Motion by Council Member Wentz, second by Council Member Murr authorizing staff to make application for funding assistance to the CMAQ. Motion carried unanimously.

CITY OF UNION GAP REGULAR COUNCIL MEETING MINUTES – June 8, 2020

Public Safety

Resolution No. – 20-27 – City of Yakima Interlocal Agreement – Fire Protection Services

Motion by Council Member Wentz, second by Council Member Murr to approve Resolution No. – 20-27 – authorizing the City Manager to sign an Interlocal Agreement with the City of Yakima for fire protection services for January 1, 2021 through December 31, 2025. Voting on the motion – Motion passes.

City Manager

Resolution No. – 20-28 – Contract with department of Commerce – CARES Act Funding

Motion by Council Member Wentz, second by Council Member Galloway to approve Resolution No. – 20-28 – authorizing the City Manager to sign the CARES Act agreement for assistance for COVID-19 related expenses. Motion carried unanimously.

City Mayor

Ordinance No. – 2990 – Repealing UGMC 2.19

Motion by Council Member Murr, second by Council Member Hansen to table Ordinance No. – 2990 – repealing Ordinance No. 2946 terminating the Library and Community Center Committee, until after construction is complete. Voting on the motion - Ayes – Dailey, Hansen, Schilling, and Murr. Nays – Galloway, Wentz, Hodkinson. Motion passes.

Items from the Audience

None.

City Manager Report

None.

Communications/Questions/Comments

None.

Development of Next Agenda

None.

Adjournment of Meeting

Mayor Hodkinson adjourned the meeting at 7:21 p.m.

Arlene Fisher-Maurer, City Manager

ATTEST:

Karen Clifton, City Clerk

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

6:00 P.M. - June 8, 2020

NAME (Please Print)

(Date)

ADDRESS

Tan Shyel

Mike Brown

mark Crochet

James Muris

Bronson Brown

marilyn kijohn

berga 14. Kitzmire

Heater Caratsey

Cathy Black

Mike Battle

Terry Schilling

Roger Wentz

Sandy Bailey

Jack Balloway

David Hansen
Julia F. Hill

Julie Schilling
Theresa Schilling

Theresa Charvet

Karen Clifton

Greg Cobb

Dennis Henney

Aaron Markham

David Dominquez

John Hodgkinson



City Council Communication

Meeting Date: June 22, 2020
From: Karen Clifton, Director of Finance and Administration
Topic/Issue: Payroll Vouchers – May 2020

SYNOPSIS: Payroll Vouchers for the month of May 2020

RECOMMENDATION: Request Council to approve EFTs and Voucher Nos. 101359 through 101366 in the amount of \$ 416,364.16.

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

Time: 16:40:33 Date: 06/04/2020

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Trans	Date	Type	Acct #	War #	Claimant	Amount	Memo
3185	06/10/2020	Payroll	2	EFT	LYNETTE BISCONER	4,339.28	June Payroll
3186	06/10/2020	Payroll	2	EFT	RYAN BONSEN	5,283.02	June Payroll
3187	06/10/2020	Payroll	2	EFT	JABAN R BROWNELL	5,726.90	June Payroll
3188	06/10/2020	Payroll	2	EFT	CRAIG G BUNTING	3,876.52	June Payroll
3189	06/10/2020	Payroll	2	EFT	JASON G CAVANAUGH	4,822.04	June Payroll
3190	06/10/2020	Payroll	2	EFT	NEREDIHT E CHAVEZ	2,361.23	June Payroll
3191	06/10/2020	Payroll	2	EFT	KAREN CLIFTON	5,554.97	June Payroll
3192	06/10/2020	Payroll	2	EFT	GREGORY COBB	6,267.78	June Payroll
3193	06/10/2020	Payroll	2	EFT	CHRIS DAHL	3,902.50	June Payroll
3194	06/10/2020	Payroll	2	EFT	SANDY L DAILEY	546.14	June Payroll
3195	06/10/2020	Payroll	2	EFT	ERICK MICHAEL DELP	6,459.09	June Payroll
3196	06/10/2020	Payroll	2	EFT	TORIN M DELVO	3,818.55	June Payroll
3197	06/10/2020	Payroll	2	EFT	DAVID DOMINGUEZ	5,688.88	June Payroll
3198	06/10/2020	Payroll	2	EFT	DAMON A DUNSMORE	4,046.40	June Payroll
3199	06/10/2020	Payroll	2	EFT	TRAVIS FISCUS	3,369.14	June Payroll
3200	06/10/2020	Payroll	2	EFT	ARLENE F FISHER-MAURER	8,392.85	June Payroll
3201	06/10/2020	Payroll	2	EFT	JACK L GALLOWAY	547.66	June Payroll
3202	06/10/2020	Payroll	2	EFT	DAVID O HANSEN	547.66	June Payroll
3203	06/10/2020	Payroll	2	EFT	DENNIS HENNE	6,012.22	June Payroll
3204	06/10/2020	Payroll	2	EFT	ROBERT M HENNESSY	3,421.10	June Payroll
3205	06/10/2020	Payroll	2	EFT	JOHN P HODKINSON JR	546.14	June Payroll
3206	06/10/2020	Payroll	2	EFT	SHAWN R JAMES	4,488.89	June Payroll
3207	06/10/2020	Payroll	2	EFT	RUDY M JIMENEZ	3,979.62	June Payroll
3208	06/10/2020	Payroll	2	EFT	CHASE KELLOGG	4,332.81	June Payroll
3209	06/10/2020	Payroll	2	EFT	ALBA L LEVESQUE	3,914.36	June Payroll
3210	06/10/2020	Payroll	2	EFT	JO LINDER	2,964.74	June Payroll
3211	06/10/2020	Payroll	2	EFT	TERESA LOPEZ	3,919.28	June Payroll
3212	06/10/2020	Payroll	2	EFT	VALENTINA MARTINEZ	2,355.42	June Payroll
3213	06/10/2020	Payroll	2	EFT	HOWARD L MASON	2,701.39	June Payroll
3214	06/10/2020	Payroll	2	EFT	STACE J MCKINLEY	3,067.72	June Payroll
3215	06/10/2020	Payroll	2	EFT	ROBERT MCRAE	3,655.93	June Payroll
3216	06/10/2020	Payroll	2	EFT	JAMES E MURR	517.81	June Payroll
3217	06/10/2020	Payroll	2	EFT	SERGIO E OCHOA	4,157.72	June Payroll
3218	06/10/2020	Payroll	2	EFT	REBECCA R PINA	2,556.89	June Payroll
3219	06/10/2020	Payroll	2	EFT	CASEY M RIDDELL	3,248.59	June Payroll
3220	06/10/2020	Payroll	2	EFT	HECTOR A RIVERA	5,517.30	June Payroll
3221	06/10/2020	Payroll	2	EFT	PAUL K SANDERS	4,384.39	June Payroll
3222	06/10/2020	Payroll	2	EFT	CURTIS J SANTUCCI	4,195.33	June Payroll
3223	06/10/2020	Payroll	2	EFT	KURT W SCHELHAMMER	3,357.75	June Payroll
3224	06/10/2020	Payroll	2	EFT	JULIE SCHILLING	549.14	June Payroll
3225	06/10/2020	Payroll	2	EFT	MICHAEL STILLWAUGH	5,463.57	June Payroll
3226	06/10/2020	Payroll	2	EFT	RAYMOND V SUAREZ	3,759.05	June Payroll
3227	06/10/2020	Payroll	2	EFT	AMANDA L TOWLE	3,903.42	June Payroll
3228	06/10/2020	Payroll	2	EFT	ERIC B TURLEY	4,823.91	June Payroll
3229	06/10/2020	Payroll	2	EFT	JENNY V VALLE	2,931.28	June Payroll
3230	06/10/2020	Payroll	2	EFT	JOSEPH VANICEK	4,870.02	June Payroll
3231	06/10/2020	Payroll	2	EFT	GLORIA A WALTMAN	3,013.06	June Payroll
3232	06/10/2020	Payroll	2	EFT	TERRYL D WAY	5,557.71	June Payroll
3233	06/10/2020	Payroll	2	EFT	ROGER E WENTZ	520.81	June Payroll
3234	06/10/2020	Payroll	2	EFT	TIMOTHY J WILSEY	2,958.92	June Payroll
3235	06/10/2020	Payroll	2	EFT	AFLAC	254.20	Pay Cycle(s) 06/01/2020 To 06/30/2020 - AFLAC; Pay Cycle(s) 06/01/2020 To 06/30/2020 - AFLAC Pre Tax
3236	06/10/2020	Payroll	2	EFT	AWC EMPLOYEE BENEFIT TRUST	82,486.66	LEOFF I RETIREE MEDICAL BENEFITS - 05/2020; Pay Cycle(s) 06/01/2020 To 06/30/2020 - Medical

WARRANT/CHECK REGISTER

CITY OF UNION GAP

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Trans	Date	Type	Acct #	War #	Claimant	Amount	Memo
3237	06/10/2020	Payroll	2	EFT	ICMA RETIREMENT TRUST #302189 ROTH	4,270.72	Pay Cycle(s) 06/01/2020 To 06/30/2020 - ICMA ROTH - Catch-up; Pay Cycle(s) 06/01/2020 To 06/30/2020 - ICMA 457 ROTH
3238	06/10/2020	Payroll	2	EFT	ICMA RETIREMENT TRUST#108800	2,136.44	Pay Cycle(s) 06/01/2020 To 06/30/2020 - ICMA MNGT
3239	06/10/2020	Payroll	2	EFT	ICMA RETIREMENT TRUST#302189	12,986.18	Pay Cycle(s) 06/01/2020 To 06/30/2020 - ICMA Retirement Trust
3240	06/10/2020	Payroll	2	EFT	INTERNAL REVENUE SERVICE	72,614.62	941 Deposit for Pay Cycle(s) 06/01/2020 - 06/30/2020
3241	06/10/2020	Payroll	2	EFT	WA STATE DRS - DCP	100.00	Pay Cycle(s) 06/01/2020 To 06/30/2020 - DRS - DCP
3242	06/10/2020	Payroll	2	EFT	WA STATE EMPLOYMENT SECURITY DEPT-PFML	1,141.07	Pay Cycle(s) 06/01/2020 To 06/30/2020 - PMFL
3243	06/10/2020	Payroll	2	EFT	WA STATE LAW ENFORCEMENT	17,763.87	Pay Cycle(s) 06/01/2020 To 06/30/2020 - LEOFF II
3244	06/10/2020	Payroll	2	EFT	WA STATE PUBLIC EMPLOYEES	29,133.69	Pay Cycle(s) 06/01/2020 To 06/30/2020 - PERS II; Pay Cycle(s) 06/01/2020 To 06/30/2020 - PERS III
3245	06/10/2020	Payroll	2	101359	EMPLOYEE FUND	184.00	Pay Cycle(s) 06/01/2020 To 06/30/2020 - Employee Fund
3246	06/10/2020	Payroll	2	101360	TEAMSTERS LOCAL 760	690.00	Pay Cycle(s) 06/01/2020 To 06/30/2020 - Teamsters Dues
3247	06/10/2020	Payroll	2	101361	UNION GAP POLICE OFFICERS ASSN	1,400.00	Pay Cycle(s) 06/01/2020 To 06/30/2020 - UGPOA Dues
3248	06/10/2020	Payroll	2	101362	USABLE LIFE	74.82	Pay Cycle(s) 06/01/2020 To 06/30/2020 - USABLE Life
3249	06/10/2020	Payroll	2	101363	WA STATE COUNCIL OF CNTY	688.59	Pay Cycle(s) 06/01/2020 To 06/30/2020 - AFCSME Dues
3250	06/10/2020	Payroll	2	101364	WA STATE COUNCIL OF	140.00	Pay Cycle(s) 06/01/2020 To 06/30/2020 - WSCOPO Dues
3251	06/10/2020	Payroll	2	101365	WESTERN CONFERENCE OF	2,080.00	Pay Cycle(s) 06/01/2020 To 06/30/2020 - Teamster's Pension
3252	06/10/2020	Payroll	2	101366	WESTERN STATES POLICE MEDICAL TRUST	1,022.40	Pay Cycle(s) 06/01/2020 To 06/30/2020 - WSPMT
001 Current Expense Fund						301,993.95	
101 Street Fund						31,855.95	
128 Transit System Fund						7,616.82	
133 Marijuana Excise Tax Fund						13,265.77	
401 Water Fund						27,037.11	
402 Garbage Fund						3,213.79	
403 Sewer Fund						31,380.77	
						<hr/>	
						416,364.16 Payroll:	416,364.16



City Council Communication

Meeting Date: June 22, 2020
From: Karen Clifton, Director of Finance and Administration
Topic/Issue: Claim Vouchers – June 22, 2020

SYNOPSIS: Claim Vouchers Dated June 22, 2020

RECOMMENDATION: Request Council to approve EFTs and Voucher No. 101367 through 101425. In the amount of \$ 298,007.52.

LEGAL REVIEW: N/A

FINANCIAL REVIEW: N/A

BACKGROUND INFORMATION: N/A

ADDITIONAL OPTIONS: N/A

ATTACHMENTS: 1. Claim Voucher Register
2. Detailed Claim Voucher Register

WARRANT/CHECK REGISTER

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Trans	Date	Type	Acct #	War #	Claimant	Amount	Memo
3272	06/05/2020	Claims	2	EFT	US BANK - CHECKING	24.00	INV MAINT FEE - 05/2020
3345	06/12/2020	Claims	2	EFT	US BANK - CHECKING	260.92	ANALYSIS FEE - 05/2020
3366	06/22/2020	Claims	2	EFT	US BANK CARDMEMBER SVC	1,084.73	#7208 REPLACEMENT FOR IDI 1050QC1; WELLNESS - PLANTS & GIFT CARD FOR STEP INTO SPRING CHALLENGE; EVIDENCE DUMP - SPOKANE; FUEL; FUEL FOR PATROL; COURT ROOM TESTIMONY WEBINAR - JIMENEZ; HAND SANITIZER/
3376	06/22/2020	Claims	2	EFT	CENTURY LINK - LD	306.80	CIVIC CENTER LONG DISTANCE-06/2020
3377	06/22/2020	Claims	2	EFT	SPECTRUM BUSINESS	101.17	CIVIC CENTER TV SVC-06/2020
3378	06/22/2020	Claims	2	101367	A WORKSAFE SERVICE, INC	55.00	POST ACCIDENT DRUG TEST SCHELHAMMER KURT
3379	06/22/2020	Claims	2	101368	APEX PLUMBING & MECHANICAL PIPING, LLC	241.88	REBUILD JR SMITH WALL HYDRANT IN GARBAGE AREA
3380	06/22/2020	Claims	2	101369	AUTO CARE EXPERTS	189.85	#1020 PARTS & LABOR
3381	06/22/2020	Claims	2	101370	BBU	43.58	OVERPAYMENT REFUND
3382	06/22/2020	Claims	2	101371	BURROWS TRACTOR COMPANY	156.80	BLADES EXCHANGED
3383	06/22/2020	Claims	2	101372	CASCADE ANALYTICAL INC	1,058.50	WW & WA SAMPLING
3384	06/22/2020	Claims	2	101373	CASCADE NATURAL GAS CORP	298.22	4401 MAIN ST & MAIN ST 1/2; CIVIC CENTER & FIRE DEPT-05/2020
3385	06/22/2020	Claims	2	101374	CENTRAL VALLEY GLASS INC.	216.60	REPAIR TO BUS SHELTER @ WASHINGTON AVENUE
3386	06/22/2020	Claims	2	101375	CENTRAL WA AG MUSEUM	2,399.14	AG MUSEUM UTILITIES - 04/2020 & 05/2020
3387	06/22/2020	Claims	2	101376	CENTRAL WASHINGTON FAIR ASSOC.	2,083.00	MARKETING & SALES - 06/2020
3388	06/22/2020	Claims	2	101377	CI SHRED	263.92	SHRED SERVICE-MAY 2020
3389	06/22/2020	Claims	2	101378	CINTAS CORP #605	64.71	CIVIC CENTER & PD MAT SVC-06/05/2020
3390	06/22/2020	Claims	2	101379	CITY OF YAKIMA	56,088.83	WHOLESALE SEWER; THREE PARTY AGREEMENT; APRIL 2020
3391	06/22/2020	Claims	2	101380	CLASSIC PRINTING INC	369.63	LIBRARY COMMENT CARDS; JUNE STATEMENTS
3392	06/22/2020	Claims	2	101381	COLEMAN OIL COMPANY	2,019.28	CASSIDA FM CSC EP2 / 10/14 OZ; PW/ CED FUEL-05/20; FUEL; THRU 05.31.20
3393	06/22/2020	Claims	2	101382	CORE & MAIN LP	6,723.18	MAIN ST PROJECT; WATER PROJECT; OVERPAYMENT OF 0.01 ON INVOICE#L925145; 110896 DUCK BUTTER STOCK; MAIN STREET; SISTER REBECCA WORK AREA
3394	06/22/2020	Claims	2	101383	D & G CLEANING,LLC	4,370.00	AB/BARN CLEANING SERVICE-05/2020; CIVIC CENTER & PD CLEANING-05/2020
3395	06/22/2020	Claims	2	101384	DEXYP	306.55	PARK AD-06/2020
3396	06/22/2020	Claims	2	101385	SIERRA DICKINSON	300.00	DEPOSIT REFUND
3397	06/22/2020	Claims	2	101386	FREIGHTLINER NORTHWEST	225.43	#2011 ASSESSMENT & REPAIRS

WARRANT/CHECK REGISTER

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3398	06/22/2020	Claims	2	101387	COURTNEY FRIEDRICH	400.00	DEPOSIT REFUND
3399	06/22/2020	Claims	2	101388	G.S. LONG CO., INC.	20.50	16-16-16-50 LBS; VMB TREE FERTILIZER
3400	06/22/2020	Claims	2	101389	GAP AUTO PARTS - PW	16.16	ANTIFREEZE FOR CITY HALL DRAIN
3401	06/22/2020	Claims	2	101390	GRANITE CONSTRUCTION CO	139.10	MOD B-WA / 1.61 TONS / 05.13.20
3402	06/22/2020	Claims	2	101391	BONNIE HALLOWELL	55.00	PARK RESERVATION DEPOSIT REFUND
3403	06/22/2020	Claims	2	101392	HLA ENGINEERING & LAND SURVEYING INC	45,459.87	PROFESSIONAL ENGINEERING SURVEYING SERVICES THRU 05.31.20
3404	06/22/2020	Claims	2	101393	REYNALDO JR. JUAREZ	300.00	DEPOSIT REFUND
3405	06/22/2020	Claims	2	101394	JUB ENGINEERS INC	72,841.28	REGIONAL BELTWAY CONNECTOR PROJECT; PROF SVCS 03.29.20 TO 05.02.20
3406	06/22/2020	Claims	2	101395	LAW OFFICE OF DANIEL POLAGE	2,750.00	PUBLIC DEFENDER SVC
3407	06/22/2020	Claims	2	101396	LAW OFFICES OF MARGITA DORNAY	14,500.00	PROSECUTING ATTORNEY-06/2020
3408	06/22/2020	Claims	2	101397	LOWES COMPANY INC	5.11	1/2 IN MIP X 1/4 IN FIP B
3409	06/22/2020	Claims	2	101398	MENKE JACKSON BEYER LLP	1,288.00	RE: GENERAL ; RE: ROD'S HOUSE MATTER
3410	06/22/2020	Claims	2	101399	ROBERTA NOEL	410.00	PARK DEPOSIT REFUND;
3411	06/22/2020	Claims	2	101400	ROBERT R NORTHCOTT	580.00	PUBLIC DEFENDER-06/03/2020-06/17/2020
3412	06/22/2020	Claims	2	101401	PACIFIC POWER	25,365.06	CIVIC CENTER & FIRE DEPT-06/2020; TRAFFIC-05/2020; LIFT STATION-06/2020; AREAS LIGHTS & WELLS - 05/2020; FIRE DEPT-06/2020
3413	06/22/2020	Claims	2	101402	PEOPLE FOR PEOPLE	1,628.00	SENIOR NUTRITION SITE MANAGER-05/2020
3414	06/22/2020	Claims	2	101403	REPUBLIC PUBLISHING CO	542.27	COUNCIL MEETING NTC-06/08/2020; NOTICE OF PUBLIC HEARING; SIX YEAR TIP 2021-2026
3415	06/22/2020	Claims	2	101404	STAR RENTALS	310.29	RENTAL; HUSQVARNA SAW; PAINT FLO BLUE FOR UTILITY LOCATES; SONOTUBE
3416	06/22/2020	Claims	2	101405	THE HOME DEPOT PRO	86.60	RENOWN FOAM SKIN CLEANSER
3417	06/22/2020	Claims	2	101406	THE JANITOR'S CLOSET	188.06	M-FOLD TOWELS; CAN LINERS
3418	06/22/2020	Claims	2	101407	TRANSPORTATION FOR AMERICA	1,250.00	ANNUAL MEMBERSHIP; PROJECT #1200T4A000; PUBLIC SECTOR T4AMERICA MEMBERSHIP
3419	06/22/2020	Claims	2	101408	TRI-STATE SUPPLY CO	12.50	WELL #3 FLOAT SWITCH
3420	06/22/2020	Claims	2	101409	ASHLEY TURNER	83.50	UTILITY DEPOSIT REFUND
3421	06/22/2020	Claims	2	101410	U.S. LINEN & UNIFORM	608.31	UNIFORM SERVICE; 05.04.20 THRU 05.25.20
3422	06/22/2020	Claims	2	101411	UNITED STATES POSTMASTER	767.74	UB POSTAGE-06/2020

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3423	06/22/2020	Claims	2	101412	EDITH & SAMUEL VERDUZCO	12.32	Refund Utility Deposit
3424	06/22/2020	Claims	2	101413	WA STATE AUDITOR	1,017.00	AUDIT NO.54244 - ACCOUNTABILITY; FEDERAL & FINANCIAL AUDIT
3425	06/22/2020	Claims	2	101414	WA STATE DEPT OF TRANSPORTATION	126.72	SIGNAL MAINT, REPAIR & ADDITIONS; APRIL 2020
3426	06/22/2020	Claims	2	101415	WHEELER EXCAVATION LLC	32,423.98	MLK SCHOOL SIDEWALK & SAFETY IMPROVEMENTS; HLP-SR17(002) RETAINAGE RELEASE
3427	06/22/2020	Claims	2	101416	YAKIMA CITY TREASURER	2,858.73	MODEMS/ANTENNAS NEW VEHICLE/FIRE ENGINE
3428	06/22/2020	Claims	2	101417	YAKIMA CO AUDITOR	156.00	UTILITY LIEN -DARNELL & UTILITY LIEN RELEASE-JOHNSON & CARDENAS; UTILITY LIEN RELEASE-KERN
3429	06/22/2020	Claims	2	101418	YAKIMA CO DEVELOPMENT ASSN	5,000.00	2019 PLEDGE TO YCDA
3430	06/22/2020	Claims	2	101419	YAKIMA CO PUBLIC SERVICES	528.49	19.83 TON TREE DEBRIS / WASTE FROM STORM 2020
3431	06/22/2020	Claims	2	101420	YAKIMA COOPERATIVE ASSOCIATION	130.53	TWINE, PROPANE
3432	06/22/2020	Claims	2	101421	YAKIMA ROCK & MINERAL CLUB	88.00	PARK RESERVATION DEPOSIT REFUND
3433	06/22/2020	Claims	2	101422	YAKIMA VALLEY CONFERENCE	2,587.50	LAND USE PLANNING-05/2020
3434	06/22/2020	Claims	2	101423	YAKIMA VALLEY TOURISM	2,402.72	NW TRAVEL-MAY/JUNE 2020; FACEBOOK-4/2020
3435	06/22/2020	Claims	2	101424	YAKIMA WASTE SYSTEMS INC	1,218.02	WASTE-05/2020
3437	06/18/2020	Claims	2	101425	UNITED STATES POSTAL SERVICE	598.44	POSTAGE; CONSUMER CONFIDENCE REPORT

001 Current Expense Fund	41,204.36
101 Street Fund	17,098.32
107 Convention Center Reserve Fund	2,399.14
108 Tourism Promotion Area Fund	4,485.72
111 Library & Community Center Fund	125.62
113 Fire Truck Reserve Fund	1,429.37
121 Street Development Reserve Fund	37,272.47
123 Criminal Justice Fund	1,446.44
124 Infrastructure Reserve Fund	27,745.38
128 Transit System Fund	272.03
131 Drug Seizure Forfeiture Fund	392.27
304 VMB Improvement Fund	20.50
305 Regional Beltway Connector Fund	72,841.28
401 Water Fund	15,413.49
402 Garbage Fund	2,477.78
403 Sewer Fund	59,602.43
404 Water Improvement Reserve	2,789.56
405 Sewer Improvement Reserve	10,895.54
414 Water Deposits	95.82

Claims: 298,007.52
298,007.52

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3272	06/05/2020	Claims	2	EFT	US BANK - CHECKING	24.00	INV MAINT FEE - 05/2020
			001 - 514 23 49 00 - MISCELLANEOUS		24.00		
3345	06/12/2020	Claims	2	EFT	US BANK - CHECKING	260.92	ANALYSIS FEE - 05/2020
			001 - 514 23 49 00 - MISCELLANEOUS		260.92		
3366	06/22/2020	Claims	2	EFT	US BANK CARDMEMBER SVC	1,084.73	#7208 REPLACEMENT FOR IDI 1050QC1; WELLNESS - PLANTS & GIFT CARD FOR STEP INTO SPRING CHALLENGE; EVIDENCE DUMP - SPOKANE; FUEL; FUEL FOR PATROL; COURT ROOM TESTIMONY WEBINAR - JIMENEZ; HAND SANITIZER/
			001 - 517 91 31 00 - SUPPLIES		142.81		
			001 - 521 10 32 00 - PD ADMIN FUEL		83.19		
			001 - 521 21 32 01 - LEAD TASK FORCE - FUEL		55.00		
			001 - 521 22 32 00 - PATROL FUEL		82.87		
			131 - 521 30 21 31 - UNIFORMS & EQUIPMENT		40.99		
			131 - 521 30 21 31 - UNIFORMS & EQUIPMENT		0.62		
			131 - 521 30 21 31 - UNIFORMS & EQUIPMENT		350.66		
			001 - 521 40 49 00 - PD TRAINING MISCELLAN		75.00		
			001 - 521 50 31 00 - PD FACILITIES SUPPLIES		57.60		
			001 - 521 50 31 00 - PD FACILITIES SUPPLIES		-79.54		
			001 - 521 50 31 00 - PD FACILITIES SUPPLIES		0.07		
			001 - 521 80 32 00 - PD EVIDENCE FUEL		39.08		
			001 - 521 80 43 00 - PD EVIDENCE TRAVEL		46.33		
			001 - 521 80 49 00 - PD EVIDENCE MISCELLAN		99.44		
			403 - 535 50 31 00 - SUPPLIES		35.64		
			001 - 554 30 31 00 - SUPPLIES - ANIMAL CONTI		37.89		
			123 - 594 21 64 23 - MACHINERY & EQUIPMEN		17.08		
3376	06/22/2020	Claims	2	EFT	CENTURY LINK - LD	306.80	CIVIC CENTER LONG DISTANCE-06/2020
			001 - 518 20 42 00 - COMMUNICATION		193.48		
			401 - 534 50 42 00 - COMMUNICATION		22.27		
			403 - 535 50 42 00 - COMMUNICATION		21.97		
			402 - 537 50 42 00 - COMMUNICATION		24.54		
			101 - 543 30 42 00 - COMMUNICATION		21.97		
			001 - 558 60 42 00 - COMMUNICATION		22.57		
3377	06/22/2020	Claims	2	EFT	SPECTRUM BUSINESS	101.17	CIVIC CENTER TV SVC-06/2020
			001 - 518 20 47 00 - UTILITIES/CIVIC CAMPUS		40.48		
			401 - 534 50 47 00 - UTILITIES		10.12		
			403 - 535 50 47 00 - UTILITIES		10.12		
			402 - 537 50 47 00 - UTILITIES		10.12		
			101 - 542 30 47 00 - UTILITIES		10.12		
			001 - 558 60 47 00 - PUBLIC UTILITY SERVICES		10.12		
			001 - 576 80 47 00 - UTILITIES		10.09		
3378	06/22/2020	Claims	2	101367	A WORKSAFE SERVICE, INC	55.00	POST ACCIDENT DRUG TEST SCHELHAMMER KURT
			401 - 534 50 41 00 - PROFESSIONAL SERVICES		11.00		
			403 - 535 50 41 00 - PROFESSIONAL SERVICES		11.00		
			402 - 537 50 41 00 - PROFESSIONAL SERVICES		11.00		
			101 - 542 30 41 00 - PROFESSIONAL SERVICES		11.00		
			001 - 576 80 41 02 - INTERGOVERNMENTAL PF		11.00		
3379	06/22/2020	Claims	2	101368	APEX PLUMBING & MECHANICAL PIPING, LLC	241.88	REBUILD JR SMITH WALL HYDRANT IN GARBAGE AREA
			001 - 518 20 48 00 - REPAIRS & MAINTENANCE		241.88		
3380	06/22/2020	Claims	2	101369	AUTO CARE EXPERTS	189.85	#1020 PARTS & LABOR
			401 - 534 50 48 00 - REPAIRS & MAINTENANCE		75.94		

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					403 - 535 50 48 00 - REPAIRS & MAINTENANCE	28.48	
					101 - 542 30 48 00 - REPAIRS & MAINTENANCE	28.48	
					101 - 542 66 48 00 - REPAIRS & MAINTENANCE	9.49	
					101 - 542 67 48 00 - REPAIRS & MAINTENANCE	9.49	
					101 - 542 70 48 00 - REPAIRS & MAINTENANCE	28.48	
					128 - 547 60 48 00 - REPAIRS & MAINTENANCE	9.49	
3381	06/22/2020	Claims	2	101370	BBU	43.58	OVERPAYMENT REFUND
					402 - 589 10 04 02 - 210-10	43.58	
3382	06/22/2020	Claims	2	101371	BURROWS TRACTOR COMPANY	156.80	BLADES EXCHANGED
					401 - 534 50 31 00 - SUPPLIES	156.80	
3383	06/22/2020	Claims	2	101372	CASCADE ANALYTICAL INC	1,058.50	WW & WA SAMPLING
					401 - 534 50 41 00 - PROFESSIONAL SERVICES	217.00	
					403 - 535 50 41 00 - PROFESSIONAL SERVICES	841.50	
3384	06/22/2020	Claims	2	101373	CASCADE NATURAL GAS CORP	298.22	4401 MAIN ST & MAIN ST 1/2; CIVIC CENTER & FIRE DEPT-05/2020
					001 - 518 20 47 00 - UTILITIES/CIVIC CAMPUS	225.26	
					001 - 522 50 47 00 - FD FACILITIES - UTILITIES	29.05	
					403 - 535 50 47 00 - UTILITIES	17.42	
					402 - 537 50 47 00 - UTILITIES	26.49	
3385	06/22/2020	Claims	2	101374	CENTRAL VALLEY GLASS INC.	216.60	REPAIR TO BUS SHELTER @ WASHINGTON AVENUE
					128 - 547 60 48 00 - REPAIRS & MAINTENANCE	216.60	
3386	06/22/2020	Claims	2	101375	CENTRAL WA AG MUSEUM	2,399.14	AG MUSEUM UTILITIES - 04/2020 & 05/2020
					107 - 571 00 42 00 - COMMUNICATION-AG MU	324.85	
					107 - 571 00 47 00 - UTILITIES-AG MUSEUM	2,074.29	
3387	06/22/2020	Claims	2	101376	CENTRAL WASHINGTON FAIR ASSOC.	2,083.00	MARKETING & SALES - 06/2020
					108 - 557 30 44 01 - STATE FAIR PARK SALES F	2,083.00	
3388	06/22/2020	Claims	2	101377	CI SHRED	263.92	SHRED SERVICE-MAY 2020
					001 - 511 60 41 01 - PROFESSIONAL SERVICES	44.07	
					001 - 513 10 41 01 - PROFESSIONAL SERVICES	44.07	
					001 - 514 23 41 00 - PROFESSIONAL SERVICES	44.07	
					001 - 514 30 41 00 - PROFESSIONAL SERVICES	44.07	
					001 - 524 20 41 00 - PROFESSIONAL SERVICES	22.04	
					401 - 534 50 41 00 - PROFESSIONAL SERVICES	8.81	
					403 - 535 50 41 00 - PROFESSIONAL SERVICES	8.81	
					402 - 537 50 41 00 - PROFESSIONAL SERVICES	8.81	
					101 - 542 30 41 00 - PROFESSIONAL SERVICES	8.81	
					001 - 558 60 41 00 - PROFESSIONAL SERVICES	22.04	
					001 - 576 80 41 00 - PROFESSIONAL SERVICES	8.32	
3389	06/22/2020	Claims	2	101378	CINTAS CORP #605	64.71	CIVIC CENTER & PD MAT SVC-06/05/2020
					001 - 518 31 45 00 - OPERATING RENTALS & LJ	28.12	
					001 - 521 50 45 00 - PD FACILITIES OPERATION	36.59	
3390	06/22/2020	Claims	2	101379	CITY OF YAKIMA	56,088.83	WHOLESALE SEWER; THREE PARTY AGREEMENT; APRIL 2020
					403 - 535 50 41 03 - INTERGOVERNMENTAL PF	56,088.83	
3391	06/22/2020	Claims	2	101380	CLASSIC PRINTING INC	369.63	LIBRARY COMMENT CARDS; JUNE STATEMENTS
					401 - 534 50 41 00 - PROFESSIONAL SERVICES	81.34	

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					403 - 535 50 41 00 - PROFESSIONAL SERVICES	81.34	
					402 - 537 50 41 00 - PROFESSIONAL SERVICES	81.33	
					111 - 575 50 31 00 - LIBRARY/COMM CENTER -	125.62	
3392	06/22/2020	Claims	2	101381	COLEMAN OIL COMPANY	2,019.28	CASSIDA FM CSC EP2 / 10/14 OZ; PW/ CED FUEL-05/20; FUEL; THRU 05.31.20
					001 - 524 20 32 00 - FUEL	11.77	
					403 - 531 30 32 00 - STORMWATER FUEL	55.29	
					401 - 534 50 32 00 - FUEL	420.38	
					401 - 534 50 48 00 - REPAIRS & MAINTENANCE	96.21	
					403 - 535 50 32 00 - FUEL	511.57	
					402 - 537 50 32 00 - FUEL	39.97	
					101 - 542 30 32 00 - FUEL	224.33	
					101 - 542 66 32 00 - FUEL	160.30	
					101 - 542 67 32 00 - FUEL	161.31	
					101 - 542 70 32 00 - FUEL	172.71	
					128 - 547 60 32 00 - FUEL CONSUMED	45.94	
					001 - 558 60 32 00 - FUEL	11.77	
					001 - 576 80 32 00 - FUEL	107.73	
3393	06/22/2020	Claims	2	101382	CORE & MAIN LP	6,723.18	MAIN ST PROJECT; WATER PROJECT; OVERPAYMENT OF 0.01 ON INVOICE#L925145; 110896 DUCK BUTTER STOCK; MAIN STREET; SISTER REBECCA WORK AREA
					401 - 534 50 31 00 - SUPPLIES	-0.01	
					401 - 534 50 48 00 - REPAIRS & MAINTENANCE	19.62	
					403 - 535 50 48 00 - REPAIRS & MAINTENANCE	19.62	
					124 - 595 30 64 28 - MAIN ST PH 1-CN	1,165.69	
					124 - 595 30 64 28 - MAIN ST PH 1-CN	5,518.26	
3394	06/22/2020	Claims	2	101383	D & G CLEANING, LLC	4,370.00	AB/BARN CLEANING SERVICE-05/2020; CIVIC CENTER & PD CLEANING-05/2020
					001 - 518 20 41 00 - PROF. SERVICES	2,630.00	
					001 - 521 22 41 00 - PATROL PROFESSIONAL SERVICE	1,600.00	
					001 - 576 80 41 01 - PROF SVC- WHITE GLOVE	140.00	
3395	06/22/2020	Claims	2	101384	DEXYP	306.55	PARK AD-06/2020
					001 - 576 80 44 00 - ADVERTISING	306.55	
3396	06/22/2020	Claims	2	101385	SIERRA DICKINSON	300.00	DEPOSIT REFUND
					001 - 582 10 00 03 - PARK DEPOSIT REFUND	300.00	
3397	06/22/2020	Claims	2	101386	FREIGHTLINER NORTHWEST	225.43	#2011 ASSESSMENT & REPAIRS
					401 - 534 50 48 00 - REPAIRS & MAINTENANCE	45.09	
					403 - 535 50 48 00 - REPAIRS & MAINTENANCE	169.07	
					101 - 542 30 48 00 - REPAIRS & MAINTENANCE	11.27	
3398	06/22/2020	Claims	2	101387	COURTNEY FRIEDRICH	400.00	DEPOSIT REFUND
					001 - 582 10 00 03 - PARK DEPOSIT REFUND	400.00	
3399	06/22/2020	Claims	2	101388	G.S. LONG CO., INC.	20.50	16-16-16-50 LBS; VMB TREE FERTILIZER
					304 - 595 30 65 02 - VMB - CONSTRUCTION	20.50	
3400	06/22/2020	Claims	2	101389	GAP AUTO PARTS - PW	16.16	ANTIFREEZE FOR CITY HALL DRAIN
					001 - 518 31 31 00 - SUPPLIES	16.16	
3401	06/22/2020	Claims	2	101390	GRANITE CONSTRUCTION CO	139.10	MOD B-WA / 1.61 TONS /
					401 - 534 50 31 00 - SUPPLIES	139.10	
3402	06/22/2020	Claims	2	101391	BONNIE HALLOWELL	55.00	PARK RESERVATION DEPOSIT REFUND

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			001 - 582 10 00 03 -		PARK DEPOSIT REFUND	55.00	
3403	06/22/2020	Claims	2	101392	HLA ENGINEERING & LAND SURVEYING INC	45,459.87	PROFESSIONAL ENGINEERING SURVEYING SERVICES THRU 05.31.20
			404 - 534 50 49 49 -		MISCELLANEOUS-WATER	2,789.56	
			101 - 542 30 41 00 -		PROFESSIONAL SERVICES	5,864.85	
			405 - 594 35 63 42 -		S BROADWAY SEWER PH 3	7,065.06	
			405 - 594 35 64 05 -		SEWER SYSTEM IMPR-3RD	1,490.48	
			405 - 594 38 64 25 -		AHTANUM/MAIN ST STORJ	2,340.00	
			121 - 595 10 41 41 -		COMPLETE STREETS - DES	1,975.00	
			124 - 595 30 64 28 -		MAIN ST PH 1-CN	21,061.43	
			121 - 595 61 61 46 -		COMPLETE STREETS-CONS	2,873.49	
3404	06/22/2020	Claims	2	101393	REYNALDO JR. JUAREZ	300.00	DEPOSIT REFUND
			001 - 582 10 00 03 -		PARK DEPOSIT REFUND	300.00	
3405	06/22/2020	Claims	2	101394	JUB ENGINEERS INC	72,841.28	REGIONAL BELTWAY CONNECTOR PROJECT; PROF SVCS 03.29.20 TO 05.02.20
			305 - 595 10 41 26 -		REGIONAL BELTWAY-ENC	72,841.28	
3406	06/22/2020	Claims	2	101395	LAW OFFICE OF DANIEL POLAGE	2,750.00	PUBLIC DEFENDER SVC
			001 - 515 91 41 03 -		LEGAL SERVICES-PUBLIC	2,750.00	
3407	06/22/2020	Claims	2	101396	LAW OFFICES OF MARGITA DORNAY	14,500.00	PROSECUTING ATTORNEY-06/2020
			001 - 515 31 41 02 -		LEGAL SERVICES - PROS. /	14,500.00	
3408	06/22/2020	Claims	2	101397	LOWES COMPANY INC	5.11	1/2 IN MIP X 1/4 IN FIP B
			401 - 534 50 31 00 -		SUPPLIES	5.11	
3409	06/22/2020	Claims	2	101398	MENKE JACKSON BEYER LLP	1,288.00	RE: GENERAL ; RE: ROD'S HOUSE MATTER
			001 - 515 41 41 00 -		EXTERNAL LEGAL SERVIC	1,288.00	
3410	06/22/2020	Claims	2	101399	ROBERTA NOEL	410.00	PARK DEPOSIT REFUND; PARK DEPOSIT REFUND
			001 - 582 10 00 03 -		PARK DEPOSIT REFUND	180.00	
			001 - 582 10 00 03 -		PARK DEPOSIT REFUND	230.00	
3411	06/22/2020	Claims	2	101400	ROBERT R NORTHCOTT	580.00	PUBLIC DEFENDER-06/03/2020-06/17/202
			001 - 515 91 41 03 -		LEGAL SERVICES-PUBLIC	580.00	
3412	06/22/2020	Claims	2	101401	PACIFIC POWER	25,365.06	CIVIC CENTER & FIRE DEPT-06/2020; TRAFFIC-05/2020;LIFT STATION-06/2020; STREETS-05/2020; AREA LIGHTS & WELLS - 05/2020; FIRE DEPT-06/2020
			001 - 518 20 47 00 -		UTILITIES/CIVIC CAMPUS	1,406.29	
			001 - 522 50 47 00 -		FD FACILITIES - UTILITIES	492.89	
			001 - 522 50 47 00 -		FD FACILITIES - UTILITIES	8.96	
			401 - 534 50 47 00 -		UTILITIES	12,756.06	
			403 - 535 50 47 00 -		UTILITIES	1,274.35	
			101 - 542 63 47 00 -		UTILITIES	8,229.17	
			101 - 542 64 47 00 -		UTILITIES	508.17	
			001 - 576 80 47 00 -		UTILITIES	689.17	
3413	06/22/2020	Claims	2	101402	PEOPLE FOR PEOPLE	1,628.00	SENIOR NUTRITION SITE MANAGER-05/2020
			001 - 571 21 41 00 -		PROF SERVICES - PEOPLE I	1,628.00	

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3414	06/22/2020	Claims	2	101403	REPUBLIC PUBLISHING CO	542.27	COUNCIL MEETING NTC-06/08/2020; NOTICE OF PUBLIC HEARING; SIX YEAR TIP 2021-2026
					001 - 511 60 44 00 - OFFICIAL PUBLICATIONS	200.45	
					001 - 511 60 44 01 - ADVERTISING	341.82	
3415	06/22/2020	Claims	2	101404	STAR RENTALS	310.29	RENTAL; HUSQVARNA SAW; PAINT FLO BLUE FOR UTILITY LOCATES;
					401 - 534 50 31 00 - SUPPLIES	239.89	
					401 - 534 50 45 00 - OPERATING RENTALS & LI	70.40	
3416	06/22/2020	Claims	2	101405	THE HOME DEPOT PRO	86.60	RENOWN FOAM SKIN CLEANSER
					001 - 576 80 31 00 - SUPPLIES	86.60	
3417	06/22/2020	Claims	2	101406	THE JANITOR'S CLOSET	188.06	M-FOLD TOWELS; CAN LINERS
					001 - 518 31 31 00 - SUPPLIES	188.06	
3418	06/22/2020	Claims	2	101407	TRANSPORTATION FOR AMERICA	1,250.00	ANNUAL MEMBERSHIP; PROJECT #1200T4A000; PUBLIC SECTOR T4AMERICA MEMBERSHIP
					101 - 542 30 49 00 - MISCELLANEOUS	1,250.00	
3419	06/22/2020	Claims	2	101408	TRI-STATE SUPPLY CO	12.50	WELL #3 FLOAT SWITCH
					401 - 534 50 48 00 - REPAIRS & MAINTENANCE	12.50	
3420	06/22/2020	Claims	2	101409	ASHLEY TURNER	83.50	UTILITY DEPOSIT REFUND
					414 - 582 10 04 14 - DEPOSIT REFUND	83.50	
3421	06/22/2020	Claims	2	101410	U.S. LINEN & UNIFORM	608.31	UNIFORM SERVICE; 05.04.20 THRU 05.25.20
					401 - 534 50 21 00 - UNIFORMS & EQUIPMENT	171.51	
					403 - 535 50 21 00 - UNIFORMS & EQUIPMENT	171.51	
					402 - 537 50 21 00 - UNIFORMS & EQUIPMENT	73.51	
					101 - 542 30 21 00 - UNIFORMS & EQUIPMENT	171.51	
					001 - 576 80 21 00 - UNIFORMS & EQUIPMENT	20.27	
3422	06/22/2020	Claims	2	101411	UNITED STATES POSTMASTER	767.74	UB POSTAGE-06/2020
					401 - 534 50 42 00 - COMMUNICATION	255.91	
					403 - 535 50 42 00 - COMMUNICATION	255.91	
					402 - 537 50 42 00 - COMMUNICATION	255.92	
3423	06/22/2020	Claims	2	101412	EDITH & SAMUEL VERDUZCO	12.32	Refund Utility Deposit
					414 - 582 10 04 14 - DEPOSIT REFUND	12.32	Refund Utility Deposit
3424	06/22/2020	Claims	2	101413	WA STATE AUDITOR	1,017.00	AUDIT NO.54244 - ACCOUNTABILITY; FEDERAL & FINANCIAL AUDIT
					001 - 514 23 41 01 - AUDIT COSTS	1,017.00	
3425	06/22/2020	Claims	2	101414	WA STATE DEPT OF TRANSPORTATION	126.72	SIGNAL MAINT, REPAIR & ADDITIONS; APRIL 2020
					101 - 542 64 41 00 - INTERGOVERNMENTAL PF	126.72	
3426	06/22/2020	Claims	2	101415	WHEELER EXCAVATION LLC	32,423.98	MLK SCHOOL SIDEWALK & SAFETY IMPROVEMENTS; HLP-SR17(002) RETAINAGE RELEASE
					121 - 595 61 61 40 - SAFE ROUTES TO SCHOOL	32,423.98	
3427	06/22/2020	Claims	2	101416	YAKIMA CITY TREASURER	2,858.73	MODEMS/ANTENNAS NEW VEHICLE/FIRE ENGINE
					123 - 594 21 64 23 - MACHINERY & EQUIPMEN	1,429.36	

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Trans	Date	Type	Acct #	War #	Claimant	Amount	Memo
			113 - 594 22 64 13 -		MACHINERY & EQUIPMEN	1,429.37	
3428	06/22/2020	Claims	2	101417	YAKIMA CO AUDITOR	156.00	UTILITY LIEN -DARNELL & UTILITY LIEN RELEASE-JOHNSON & CARDENAS; UTILITY LIEN RELEASE-KERN
			402 - 537 50 49 00 -		MISCELLANEOUS	117.00	
			402 - 537 50 49 00 -		MISCELLANEOUS	39.00	
3429	06/22/2020	Claims	2	101418	YAKIMA CO DEVELOPMENT ASSN	5,000.00	2019 PLEDGE TO YCDA
			001 - 511 60 49 12 -		YAKIMA COUNTY DEVELC	5,000.00	
3430	06/22/2020	Claims	2	101419	YAKIMA CO PUBLIC SERVICES	528.49	19.83 TON TREE DEBRIS / WASTE FROM STORM 2020
			402 - 537 50 49 00 -		MISCELLANEOUS	528.49	
3431	06/22/2020	Claims	2	101420	YAKIMA COOPERATIVE ASSOCIATION	130.53	TWINE, PROPANE
			101 - 542 64 31 00 -		SUPPLIES	90.14	
			001 - 576 80 31 00 -		SUPPLIES	40.39	
3432	06/22/2020	Claims	2	101421	YAKIMA ROCK & MINERAL CLUB	88.00	PARK RESERVATION DEPOSIT REFUND
			001 - 582 10 00 03 -		PARK DEPOSIT REFUND	88.00	
3433	06/22/2020	Claims	2	101422	YAKIMA VALLEY CONFERENCE	2,587.50	LAND USE PLANNING-05/2020
			001 - 558 60 41 01 -		INTERGOVERNMENTAL PF	2,587.50	
3434	06/22/2020	Claims	2	101423	YAKIMA VALLEY TOURISM	2,402.72	NW TRAVEL-MAY/JUNE 2020; FACEBOOK-4/2020
			108 - 557 30 44 08 -		YAK VALLEY TOURISM-AI	2,402.72	
3435	06/22/2020	Claims	2	101424	YAKIMA WASTE SYSTEMS INC	1,218.02	WASTE-05/2020
			402 - 537 60 49 00 -		CONTRACTED SERVICES	1,218.02	
3437	06/18/2020	Claims	2	101425	UNITED STATES POSTAL SERVICE	598.44	POSTAGE; CONSUMER CONFIDENCE REPORT
			401 - 534 50 42 00 -		COMMUNICATION	598.44	
			001 Current Expense Fund			41,204.36	
			101 Street Fund			17,098.32	
			107 Convention Center Reserve Fund			2,399.14	
			108 Tourism Promotion Area Fund			4,485.72	
			111 Library & Community Center Fund			125.62	
			113 Fire Truck Reserve Fund			1,429.37	
			121 Street Development Reserve Fund			37,272.47	
			123 Criminal Justice Fund			1,446.44	
			124 Infrastructure Reserve Fund			27,745.38	
			128 Transit System Fund			272.03	
			131 Drug Seizure Forfeiture Fund			392.27	
			304 VMB Improvement Fund			20.50	
			305 Regional Beltway Connector Fund			72,841.28	
			401 Water Fund			15,413.49	
			402 Garbage Fund			2,477.78	
			403 Sewer Fund			59,602.43	
			404 Water Improvement Reserve			2,789.56	
			405 Sewer Improvement Reserve			10,895.54	
			414 Water Deposits			95.82	

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						298,007.52	Claims:
						298,007.52	298,007.52