



City Council Meeting Schedule April 2017

April 4, 2017

Tuesday, 5:00 p.m.

WORKSHOP MEETING

Tour of Potholes (Transportation provided)

Tuesday, 6:30 p.m.

REGULAR COUNCIL MEETING

April 11, 2017

Tuesday, 6:30 p.m.

WORKSHOP MEETING - **CANCELLED**

*Historic Downtown Kennewick Partnership Annual
Downtowner Banquet (Clover Island Inn.)*

April 18, 2017

Tuesday, 6:30 p.m.

WORKSHOP MEETING

1. 2016 Fire Department Annual Report

Tuesday, TBD*

REGULAR COUNCIL MEETING *(to begin immediately
following conclusion of the workshop.)

April 25, 2017

Tuesday, 6:30 p.m.

WORKSHOP MEETING

1. Visit Tri-Cities Annual Report
2. Chamber Update - Top of the Box - *Tentative*
3. Open Public Union Negotiation Contracts
4. Year-End Financial Update
5. Comprehensive Plan Amendment Update -
Economic Development

To assure disabled persons the opportunity to participate in or benefit from City services, please provide twenty-four (24) hour advance notice for additional arrangements to reasonably accommodate special needs.

Please be advised that all Kennewick City Council Meetings are Audio Taped

April 2017
Updated 3/30/17



CITY COUNCIL REGULAR MEETING AGENDA
Tuesday, April 4, 2017 at 6:30 p.m.
City Hall Council Chambers | 210 W. 6th Ave

1. CALL TO ORDER

Roll Call/Pledge of Allegiance/Welcome

HONORS & RECOGNITIONS

- Arbor Day Proclamation
- Outgoing Volunteer Commissioner Recognition

2. APPROVAL OF AGENDA

3. CONSENT AGENDA

All matters listed within the Consent Agenda have been distributed to each member of the Kennewick City Council for reading and study, are considered to be routine, and will be enacted by one motion of the Council with no separate discussion.

- Minutes of Regular Meeting of March 21, 2017.
- Motion to approve Claims Roster for March 24, 2017.
- Motion to approve Payroll Roster for March 15, 2017.
- Motion to authorize the Mayor to sign a Consulting Agreement with JUB Engineers, Inc., for construction engineering services needed to complete the Wastewater Treatment Plant – Phase I Upgrades.
- Motion to authorize the City Manager to sign the Tri-Cities HOME Consortium Administrative Funds Subrecipient Agreement.
- Motion to authorize the City Manager to sign the Tri-Cities HOME Consortium Downpayment Assistance Funds Subrecipient Agreement.
- Motion to authorize the Mayor to sign the Supplemental Agreement No. 3, with GSI Water Solutions, Inc., to provide 2017 ASR-1 Well cycle test sampling, monitoring and reporting.
- Motion to authorize staff to make application for funding through the federal Surface Transportation Block Grant (STBG) program.

4. VISITORS

5. ORDINANCES/RESOLUTIONS

6. PUBLIC HEARINGS/MEETINGS

7. NEW BUSINESS

8. UNFINISHED BUSINESS

9. COUNCIL COMMENTS/DISCUSSION

10. ADJOURNMENT

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CITY OF KENNEWICK
CITY COUNCIL
Regular Meeting
March 21, 2017

1. CALL TO ORDER

Mayor Steve Young called the meeting to order at 6:33 p.m.

City Council and Staff Present:

Mayor Pro Tem Don Britain	Marie Mosley	Cheryl Bolin
Matt Boehnke	Greg McCormick	Vince Beasley
Paul Parish	Lisa Beaton	Ken Hohenberg
Greg Jones	Cary Roe	Evelyn Lusignan
John Trumbo	Krystal Roe	Scott Child
Mayor Steve Young	Dan Legard	Bruce Mills

Excused Absence: Council Member Bob Parks

Boy Scout Troup #168 led the Pledge of Allegiance.

HONORS & RECOGNITIONS

Mayor Young presented certificates of appreciation to three long-time employees who recently retired: Sue Beitlich, Karen Coulson and Ken Nelson.

2. APPROVAL OF AGENDA

Mr. Trumbo removed item 3.j. from the Consent Agenda to instead be considered under 7.b. – New Business.

Mr. Jones moved, seconded by Mr. Boehnke to approve the Agenda as amended. The motion passed unanimously.

3. APPROVAL OF CONSENT AGENDA

- a. Minutes of Regular Meeting of March 7, 2017.
- b. (1) Motion to approve Claims Roster for March 10, 2017.
(2) Claims Roster for Toyota Operations Account for January 2017.
(3) Claims Roster for Toyota Center Box Office Account for January 2017.
- c. Motion to approve Payroll Roster for February 28, 2017.
- d. Motion to accept the work of Legacy Lawn & Landscape, LLC for Contract P1131-11, Three Rivers Entertainment District Landscape & Irrigation Maintenance (2012-2016), in the amount of \$114,404.76.
- e. Motion that Council accept the recommendation of the Interview Committee and reappoint Jason Watson and appoint Jill Madison to the Arts Commission.
- f. Motion that Council accept the recommendation of the Interview Committee and reappoint Bobbie Littrell and appoint Christy Watts and Zach En'wezoh to the Block Grant Advisory Committee.
- g. Motion that Council accept the recommendation of the Interview Committee and reappoint Kathy White and Becky Wedberg and appoint Alyssa Reil to the Historic Preservation Commission.
- h. Motion that Council accept the recommendation of the Interview Committee and appoint Renee Brooks and the recommendation of the local agencies and reappoint John Neill to the Kennewick Public Facilities District Board.
- i. Motion that Council accept the recommendation of the Interview Committee and reappoint Dean Aeling and appoint Greg Falk to the Parks & Recreation Commission.
- ~~j. Motion that Council accept the recommendation of the Interview Committee and reappoint Fraser Hawley, Rob Rettig, Victor Morris and Ed Pacheco and appoint Chuck Torelli to the Planning Commission. Moved to New Business as Item 7.b.~~

- k. Motion to award contract P1701-17 Furnishing & Applying Herbicide 2017-2018 to Senske Services in the amount of \$66,445.92.
- l. Motion to authorize the Mayor (or in his absence the Mayor Pro Tem) to sign the final plat of The Boulevard Townhomes Phase 2 contingent upon payment of fees and bonding for incomplete street & landscape work.

Mr. Jones moved, seconded by Mr. Boehnke to approve the Consent Agenda. The motion passed unanimously.

4. VISITORS

- a. Leo Perales – 1411 W 16th Avenue, Kennewick, WA
- b. Amy Boaro – 5410 W 20th Avenue, Kennewick, WA
- c. Brian Bradford – 1138 W 10th Avenue #C105, Kennewick, WA

5. ORDINANCE/RESOLUTIONS - None

6. PUBLIC HEARINGS/MEETINGS - None

7. NEW BUSINESS

- a. Benton County Jail Contract

Ms. Mosley provided the staff report.

Mr. Jones moved, and seconded by Mr. Britain, to authorize the Mayor to approve the Amendment of Short Term Agreement for the Use of Jail Facilities for a term ending April 30, 2017.” The motion passed unanimously.

- b. Motion that Council accept the recommendation of the Interview Committee and reappoint Fraser Hawley, Rob Rettig, Victor Morris and Ed Pacheco and appoint Chuck Torelli to the Planning Commission – from the Consent Agenda.

Mr. Britain moved, and seconded by Mr. Jones, to accept the recommendation of the Interview Committee and reappoint Fraser Hawley, Rob Rettig, Victor Morris and Ed Pacheco and appoint Chuck Torelli to the Planning Commission. The motion passed 5 – 1; Mr. Trumbo dissenting and Mr. Parks absent.

8. UNFINISHED BUSINESS - None

9. COUNCIL COMMENTS/DISCUSSION

Council members reported on their respective activities.

Ms. Mosley reported on changes to upcoming council workshops and meetings and specifically highlighted the April 4, 2017 “Tour of Potholes”. Mayor Young asked Mr. Roe to provide a short update concerning the City’s pavement status. Mr. Roe provided a brief staff report in response to the Mayor’s request.

10. AJOURNMENT

Meeting was adjourned at 7:12 p.m.

Krystal Roe,
Deputy City Clerk

Council Agenda Coversheet



Agenda Item Number	3.b.	Council Date	04/04/2017
Agenda Item Type	General Business Item		
Subject	Claims Roster		
Ordinance/Reso #		Contract #	
Project #		Permit #	
Department	Finance		

Consent Agenda	☒
Ordinance/Reso	☐
Public Mtg / Hrg	☐
Other	☐
Quasi-Judicial	☐

Recommendation

That Council approve the Claims Roster.

Motion for Consideration

I move to approve the Claims Roster dated March 24, 2017, in the amount of \$1,555,484.74, and comprised of check numbers 135228 through 135418 and wire transfer numbers 300284, 300285 and 300286.

Summary

The payments on this Claims Roster are comprised of the following issued 03/11/17 - 03/24/17:

Check numbers 135228 through 135418	\$ 1,437,253.65
Wire transfer number 300284	217.00
Wire transfer number 300285	61,376.93
Wire transfer number 300286	56,637.16

Total	\$ 1,555,484.74

The above total excludes checks written for payment of refunds and collected amounts due to other entities.

Alternatives

None.

Fiscal Impact

\$1,555,484.74.

Through

Lynne Brown
Mar 29, 12:24:39 GMT-0700 2017

Dept Head Approval

Dan Legard
Mar 29, 13:35:39 GMT-0700 2017

City Mgr Approval

Marie Mosley
Mar 30, 12:27:51 GMT-0700 2017

Attachments: Claims Roster

☐ Recording
Required?

City of Kennewick

Claims Roster

3/11/2017 - 3/24/2017

Accounting Period

2018

Check #	Check Date	Vendor #	Vendor Name		Description of Services	Amount \$
001 GENERAL FUND						
010 CITY COUNCIL						
	135258	03/24/2017	00730		ADVANCE TRAVEL EXPENSE in REIMBURSE ADVANCE TRAVEL	801.09
T	300286	03/20/2017	05000		COMMERCIAL CARD SOLUTIONS JP MOR in AMAZON MEMBERSHIP BILLED IN ERROI	107.51
T	300286	03/20/2017	05000		COMMERCIAL CARD SOLUTIONS JP MOR in B&C INTERVIEW SUPPLIES	5.80
T	300286	03/20/2017	05000		COMMERCIAL CARD SOLUTIONS JP MOR in B&C INTERVIEW SUPPLIES	27.80
T	300286	03/20/2017	05000		COMMERCIAL CARD SOLUTIONS JP MOR in CPU HOLDERS	73.75
T	300286	03/20/2017	05000		COMMERCIAL CARD SOLUTIONS JP MOR in AMAZON MEMBERSHIP CREDIT	-107.51
T	300286	03/20/2017	05000		COMMERCIAL CARD SOLUTIONS JP MOR in KMWY BANQUET BOB PARKS	35.00
T	300286	03/20/2017	05000		COMMERCIAL CARD SOLUTIONS JP MOR in JOHN TRUMBO AWC REGISTRATION	200.00
T	300286	03/20/2017	05000		COMMERCIAL CARD SOLUTIONS JP MOR in B&C INTERVIEW SUPPLIES	25.98
T	300286	03/20/2017	05000		COMMERCIAL CARD SOLUTIONS JP MOR in B&C INTERVIEWS EXPENSE LUNCH	58.84
T	300286	03/20/2017	05000		COMMERCIAL CARD SOLUTIONS JP MOR in B&C INTERVIEWS EXPENSE LUNCH	59.60
T	300286	03/20/2017	05000		COMMERCIAL CARD SOLUTIONS JP MOR in MATT BOEHNKE AWC REGISTRATION, CR	200.00
T	300286	03/20/2017	05000		COMMERCIAL CARD SOLUTIONS JP MOR in B&C INTERVIEW SUPPLIES	28.99
T	300286	03/20/2017	05000		COMMERCIAL CARD SOLUTIONS JP MOR in KENNEWICK MAN/WOMAN OF THE YEAR	140.00
T	300286	03/20/2017	05000		COMMERCIAL CARD SOLUTIONS JP MOR in B&C INTERVIEW SUPPLIES	32.06
T	300286	03/20/2017	05000		COMMERCIAL CARD SOLUTIONS JP MOR in FEBRUARY NETWORK LUNCHEON	44.00
Total amount by Department						\$ 1,732.91
020 CITY MANAGER						
T	300286	03/20/2017	05000		COMMERCIAL CARD SOLUTIONS JP MOR in KENNEWICK MAN/WOMAN OF THE YEAR	35.00
Total amount by Department						\$ 35.00
032 SUPPORT SERVICES-FINANCE						
	135360	03/24/2017	04458		OFFICE MAX CONTRACT INC. in SUPPLIES-FINANCE	124.81
	135373	03/24/2017	01314		REHN & ASSOCIATES, INC. in COBRA NOTIFICATION	22.00
T	300285	03/24/2017	00167		WA STATE DEPT OF REVENUE in EXCISE TAX	3.44
Total amount by Department						\$ 150.25
033 SUPPORT SERVICES-PURCHASING						
T	300286	03/20/2017	05000		COMMERCIAL CARD SOLUTIONS JP MOR in PAINT MARKERS, NOTEBOOK AND CALEI	43.96
Total amount by Department						\$ 43.96
034 SUPPORT SERVICES - INFO SYSTEMS						
	135258	03/24/2017	00730		ADVANCE TRAVEL EXPENSE in REIMBURSE ADVANCE TRAVEL	524.80
	135287	03/24/2017	08295		CENTURYLINK in E911 PS/ALI	7.18
	135316	03/24/2017	05471		FRONTIER COMMUNICATIONS NW INC in TELEPHONE SERVICE	628.79
	135375	03/24/2017	07252		REPORTING SYSTEMS, INC EMERGENCY in FIRE/EMS COMBO PACKAGE	742.82

City of Kennewick

Claims Roster

3/11/2017 - 3/24/2017

Accounting Period

2018

	Check #	Check Date	Vendor #	Vendor Name		Description of Services	Amount \$
T	300285	03/24/2017	00167	WA STATE DEPT OF REVENUE	in	EXCISE TAX	34.31
T	300286	03/20/2017	05000	COMMERCIAL CARD SOLUTIONS JP MOR	in	JOHN BARADA - ANNUAL ACCIS SUBSCRI	75.00
T	300286	03/20/2017	05000	COMMERCIAL CARD SOLUTIONS JP MOR	in	MS20412 - CONFIGURING ADVANCED WIN	2,475.00
T	300286	03/20/2017	05000	COMMERCIAL CARD SOLUTIONS JP MOR	in	MONTHLY CREDIT CARD PROCESSING FE	343.65
T	300286	03/20/2017	05000	COMMERCIAL CARD SOLUTIONS JP MOR	in	20PK OF LR44 BUTTON CELL BATTERIES I	6.99
T	300286	03/20/2017	05000	COMMERCIAL CARD SOLUTIONS JP MOR	in	17' MULTI-POSITION LADDER FOR IT	214.92
T	300286	03/20/2017	05000	COMMERCIAL CARD SOLUTIONS JP MOR	in	MITCH LEPKA - ESRI WORKING WITH GE	537.00
T	300286	03/20/2017	05000	COMMERCIAL CARD SOLUTIONS JP MOR	in	MATT GARRITY - ESRI WORKING WITH G	537.00
T	300286	03/20/2017	05000	COMMERCIAL CARD SOLUTIONS JP MOR	in	BROOKE SWINEY - ESRI WORKING WITH	537.00
T	300286	03/20/2017	05000	COMMERCIAL CARD SOLUTIONS JP MOR	in	LSAW 2017 CONFERENCE - MATT GARRIT	610.00
T	300286	03/20/2017	05000	COMMERCIAL CARD SOLUTIONS JP MOR	in	LSAW 2017 CONFERENCE - BROOKE SWIN	610.00
T	300286	03/20/2017	05000	COMMERCIAL CARD SOLUTIONS JP MOR	in	LSAW 2017 CONFERENCE - MITCH LEPKA	610.00
T	300286	03/20/2017	05000	COMMERCIAL CARD SOLUTIONS JP MOR	in	RFID TAG FOR TESTING	14.47
T	300286	03/20/2017	05000	COMMERCIAL CARD SOLUTIONS JP MOR	in	MONTHLY SOCIAL MEDIA ARCHIVING SU	399.00
T	300286	03/20/2017	05000	COMMERCIAL CARD SOLUTIONS JP MOR	in	REPLACEMENT KEYBOARD/MOUSE FOR	65.15
T	300286	03/20/2017	05000	COMMERCIAL CARD SOLUTIONS JP MOR	in	FIBER OPTIC CLEANING TOOLS FOR JOHN	69.90
T	300286	03/20/2017	05000	COMMERCIAL CARD SOLUTIONS JP MOR	in	ESRI CONFERENCE AIRFARE LOWE	512.60
T	300286	03/20/2017	05000	COMMERCIAL CARD SOLUTIONS JP MOR	in	ESRI CONFERENCE AIRFARE HEIDEBRIN	512.60
T	300286	03/20/2017	05000	COMMERCIAL CARD SOLUTIONS JP MOR	in	FIBER OPTIC CONNECTOR CLEANER - JOI	24.68
Total amount by Department							\$ 10,092.86
035 SUPPORT SERVICES-CUSTOMER SERVICE							
	135329	03/24/2017	00006	IMPREST PETTY CASH FUND	in	PETTY CASH FUND	23.75
	135330	03/24/2017	05158	INSIDE TRADER LLC CARTRIDGE WORLI	in	TONER CARTRIDGE	79.27
	135359	03/24/2017	03700	OFFICE DEPOT INC	in	DESK CALCULATOR	22.80
	135398	03/24/2017	01298	U S POSTAL SERVICE (NEOPOST POSTAGI	in	CITY HALL POSTAGE	4,000.00
	135407	03/24/2017	04479	WEBCHECK INC	in	LEIN SERVICES	729.79
T	300286	03/20/2017	05000	COMMERCIAL CARD SOLUTIONS JP MOR	in	WABO REGISTRATION FUHER	175.00
T	300286	03/20/2017	05000	COMMERCIAL CARD SOLUTIONS JP MOR	in	KENNEWICK MAN/WOMAN OF THE YEAR	35.00
Total amount by Department							\$ 5,065.61
041 CITY CLERK							
T	300286	03/20/2017	05000	COMMERCIAL CARD SOLUTIONS JP MOR	in	AGA MEMBERSHIP RENEWAL - PALMER	100.00
T	300286	03/20/2017	05000	COMMERCIAL CARD SOLUTIONS JP MOR	in	COUNCIL CHAMBER - AUTOMATED TIME	568.90
Total amount by Department							\$ 668.90
042 LEGAL SERVICES							
	135319	03/24/2017	08826	GONZALEZ CAMILLE	in	TRAVEL EXPENSES	424.24
	135324	03/24/2017	07854	HARRINGTONS TROPHIES	in	NAME PLATE	15.75

City of Kennewick

Claims Roster

3/11/2017 - 3/24/2017

Accounting Period

2018

	Check #	Check Date	Vendor #	Vendor Name		Description of Services	Amount \$
	135357	03/24/2017	02499	NORTHWEST BUSINESS STAMP, INC.	in	SIGNATURE STAMP	44.53
	135361	03/24/2017	08800	OGDEN MURPHY WALLACE, PLLC	in	MOBILITIE CONSORTIUM	1,310.24
	135410	03/24/2017	00853	WEST GROUP PAYMENT CENTER	in	FEB WESTLAW CHARGES	2,793.21
	135410	03/24/2017	00853	WEST GROUP PAYMENT CENTER	in	LIBRARY PLAN CHARGES	49.40
T	300285	03/24/2017	00167	WA STATE DEPT OF REVENUE	in	EXCISE TAX	57.27
Total amount by Department							\$ 4,694.64
062 LONG RANGE PLANNING							
	135394	03/24/2017	00172	TRI-CITY HERALD LEGALS - 450496	in	LEGAL PUBLICATION - NOPH COZ 16-02	101.34
	135394	03/24/2017	00172	TRI-CITY HERALD LEGALS - 450496	in	NOPH COZ 17-01	101.34
T	300286	03/20/2017	05000	COMMERCIAL CARD SOLUTIONS JP MOR	in	(2) DELL E5570 LAPTOPS FOR PLANNING (	3,584.48
Total amount by Department							\$ 3,787.16
063 ECONOMIC & BUSINESS DEVELOPMENT							
	135390	03/24/2017	08215	TIPPETT JAMES G	in	KENNEWICK WINTER IMAGES	250.00
T	300285	03/24/2017	00167	WA STATE DEPT OF REVENUE	in	EXCISE TAX	8.51
T	300286	03/20/2017	05000	COMMERCIAL CARD SOLUTIONS JP MOR	in	CRAFT BEVERAGE TOUR PARTICIPANTS I	102.86
T	300286	03/20/2017	05000	COMMERCIAL CARD SOLUTIONS JP MOR	in	CONSTANT CONTACT YEARLY SUBSCRIP'	469.18
T	300286	03/20/2017	05000	COMMERCIAL CARD SOLUTIONS JP MOR	in	IMAGE DOWNLOADS	49.00
T	300286	03/20/2017	05000	COMMERCIAL CARD SOLUTIONS JP MOR	in	BBE POSTCARD PRINTING	139.66
T	300286	03/20/2017	05000	COMMERCIAL CARD SOLUTIONS JP MOR	in	BBE POSTCARDS	96.65
T	300286	03/20/2017	05000	COMMERCIAL CARD SOLUTIONS JP MOR	in	CRAFT BEVERAGE TOUR RETURN OF FOI	12.80
T	300286	03/20/2017	05000	COMMERCIAL CARD SOLUTIONS JP MOR	in	BOX FOR RETURN OF FORGOTTEN COAT.	7.59
T	300286	03/20/2017	05000	COMMERCIAL CARD SOLUTIONS JP MOR	in	BBE POSTCARDS - LEGISLATION	95.84
T	300286	03/20/2017	05000	COMMERCIAL CARD SOLUTIONS JP MOR	in	CUTTING OF POSTCARDS FOR WAWGG	3.80
T	300286	03/20/2017	05000	COMMERCIAL CARD SOLUTIONS JP MOR	in	CARDSTOCK AND CUTTING OF POSTCAR	22.48
T	300286	03/20/2017	05000	COMMERCIAL CARD SOLUTIONS JP MOR	in	T WALSH REGISTRATION	490.00
T	300286	03/20/2017	05000	COMMERCIAL CARD SOLUTIONS JP MOR	in	KENNEWICK MAN/WOMAN OF THE YEAR	35.00
T	300286	03/20/2017	05000	COMMERCIAL CARD SOLUTIONS JP MOR	in	WELLNESS EVENT PRIZES AND BAGS FOI	4.26
T	300286	03/20/2017	05000	COMMERCIAL CARD SOLUTIONS JP MOR	in	CNU REGISTRATION FOR E ESTES-CROSS	525.00
T	300286	03/20/2017	05000	COMMERCIAL CARD SOLUTIONS JP MOR	in	FIRST NIGHT HOTEL AT IEDC TRAINING II	223.32
T	300286	03/20/2017	05000	COMMERCIAL CARD SOLUTIONS JP MOR	in	FEBRUARY NETWORK LUNCHEON	44.00
T	300286	03/20/2017	05000	COMMERCIAL CARD SOLUTIONS JP MOR	in	WEDA REGISTRATION FOR E ESTES-CROS	250.00
T	300286	03/20/2017	05000	COMMERCIAL CARD SOLUTIONS JP MOR	in	CRAFT BEVERAGE THANK YOU BAGS	7.56
Total amount by Department							\$ 2,837.51
071 POLICE DEPT. - ADMINISTRATION							
	135288	03/24/2017	02481	CI INFORMATION MANAGEMENT CI SUP	in	DOCUMENT SHREDDING	146.26
	135295	03/24/2017	01682	COLUMBIA FITNESS SYSTEMS	in	MAINTENANCE SERVICE	135.75

City of Kennewick
Claims Roster

3/11/2017 - 3/24/2017

Accounting Period

2018

	Check #	Check Date	Vendor #	Vendor Name		Description of Services	Amount \$
	135336	03/24/2017	01931	KENNEWICK POLICE DEPARTMENT	in	ADMIN PETTY CASH	63.00
	135339	03/24/2017	02280	LANGUAGE LINE SERVICES, INC	in	INTERPRETATING SERVICE	27.05
	135399	03/24/2017	04764	UNITED PARCEL SERVICE	in	SHIPPING	82.88
	135399	03/24/2017	04764	UNITED PARCEL SERVICE	in	SHIPPING	38.61
	135417	03/24/2017	06030	WSAPT C/O KIM O'HARA	in	ANNUAL MEMBERSHIP - REYNA	35.00
T	300285	03/24/2017	00167	WA STATE DEPT OF REVENUE	in	EXCISE TAX	6.40
T	300286	03/20/2017	05000	COMMERCIAL CARD SOLUTIONS JP MOR	in	MEETING WITH THE FBI DIRECTOR - CHIEF	13.00
T	300286	03/20/2017	05000	COMMERCIAL CARD SOLUTIONS JP MOR	in	FBI LAW ENFORCEMENT PARTNER MEET	242.40
T	300286	03/20/2017	05000	COMMERCIAL CARD SOLUTIONS JP MOR	in	BASIC CABLE SERVICES	219.69
T	300286	03/20/2017	05000	COMMERCIAL CARD SOLUTIONS JP MOR	in	10 FT VGA MONITOR CABLE FOR KPD	11.94
T	300286	03/20/2017	05000	COMMERCIAL CARD SOLUTIONS JP MOR	in	RENTAL CAR DURING LAW AND JUSTICE	126.38
T	300286	03/20/2017	05000	COMMERCIAL CARD SOLUTIONS JP MOR	in	FUEL FOR CAR RENTAL DURING LAW AN	20.00
T	300286	03/20/2017	05000	COMMERCIAL CARD SOLUTIONS JP MOR	in	LAW AND JUSTICE DAY AND UNABLE TO	26.00
T	300286	03/20/2017	05000	COMMERCIAL CARD SOLUTIONS JP MOR	in	HOTEL LAW AND JUSTICE DAY - CHIEF H	189.71
T	300286	03/20/2017	05000	COMMERCIAL CARD SOLUTIONS JP MOR	in	WASPC EXECUTIVE BOARD MEETING - C	182.40
Total amount by Department							\$ 1,566.47
072 POLICE DEPT.- CRIMINAL INVESTIGATION							
	135336	03/24/2017	01931	KENNEWICK POLICE DEPARTMENT	in	ADMIN PETTY CASH	55.99
	135346	03/24/2017	03284	MEL'S INTER-CITY TOWING	in	TOW SERVICE	54.25
	135346	03/24/2017	03284	MEL'S INTER-CITY TOWING	in	TOW SERVICE	54.25
	135346	03/24/2017	03284	MEL'S INTER-CITY TOWING	in	TOW SERVICE	60.77
	135346	03/24/2017	03284	MEL'S INTER-CITY TOWING	in	TOW SERVICE	90.09
	135346	03/24/2017	03284	MEL'S INTER-CITY TOWING	in	TOW SERVICE	54.25
	135353	03/24/2017	04055	NET TRANSCRIPTS INC	in	TRANSCRIPTS	277.75
T	300285	03/24/2017	00167	WA STATE DEPT OF REVENUE	in	EXCISE TAX	12.33
T	300286	03/20/2017	05000	COMMERCIAL CARD SOLUTIONS JP MOR	in	INNER AND OUTER TACTICAL EQUIPMEN	199.38
T	300286	03/20/2017	05000	COMMERCIAL CARD SOLUTIONS JP MOR	in	DELL 7040 DESKTOP PC FOR KIM HATHAV	1,350.96
T	300286	03/20/2017	05000	COMMERCIAL CARD SOLUTIONS JP MOR	in	POLYGRAPH MACHINE MAINTENANCE E	452.86
T	300286	03/20/2017	05000	COMMERCIAL CARD SOLUTIONS JP MOR	in	EVIDENCE PACKAGING/TIE WRAPS	27.66
T	300286	03/20/2017	05000	COMMERCIAL CARD SOLUTIONS JP MOR	in	AAPP DUES-K78	125.00
T	300286	03/20/2017	05000	COMMERCIAL CARD SOLUTIONS JP MOR	in	TRAINING/TRAVEL - K78	571.60
T	300286	03/20/2017	05000	COMMERCIAL CARD SOLUTIONS JP MOR	in	TRAINING REGISTRATION - K78	320.00
T	300286	03/20/2017	05000	COMMERCIAL CARD SOLUTIONS JP MOR	in	AMERICAN ASSOCIATION OF POLICE POL	125.00
T	300286	03/20/2017	05000	COMMERCIAL CARD SOLUTIONS JP MOR	in	AMERICAN POLYGRAPH ASSOCIATION - I	150.00
T	300286	03/20/2017	05000	COMMERCIAL CARD SOLUTIONS JP MOR	in	TRAINING TRAVEL K87	251.80
T	300286	03/20/2017	05000	COMMERCIAL CARD SOLUTIONS JP MOR	in	2 27" MONITORS FOR KIM HATHAWAY	405.96
T	300286	03/20/2017	05000	COMMERCIAL CARD SOLUTIONS JP MOR	in	TRAVEL TRAINING - K87	227.80

City of Kennewick

Claims Roster

3/11/2017 - 3/24/2017

Accounting Period

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Total amount by Department					\$ 4,867.70
073 POLICE DEPT. - PATROL					
135265	03/24/2017	05557	APPLIED CONCEPTS INC	in RADARS	5,999.88
135305	03/24/2017	09827	DAY WIRELESS SYSTEMS	in RADIO MAINTENANCE	152.04
135305	03/24/2017	09827	DAY WIRELESS SYSTEMS	in RADIO MAINTENANCE	152.04
135334	03/24/2017	06917	KELLER SUPPLY COMPANY	in WATER COOLER	2,291.46
135336	03/24/2017	01931	KENNEWICK POLICE DEPARTMENT	in ADMIN PETTY CASH	108.76
135346	03/24/2017	03284	MEL'S INTER-CITY TOWING	in TOW SERVICE	64.02
135346	03/24/2017	03284	MEL'S INTER-CITY TOWING	in TOW SERVICE	54.25
135346	03/24/2017	03284	MEL'S INTER-CITY TOWING	in TOW SERVICE	54.25
135350	03/24/2017	00550	MOTOROLA SOLUTIONS INC	in BATTERIES	1,296.61
135354	03/24/2017	05459	NORMED	in BIO HAZARDOUS SUPPLIES	348.93
T 300285	03/24/2017	00167	WA STATE DEPT OF REVENUE	in EXCISE TAX	51.59
T 300286	03/20/2017	05000	COMMERCIAL CARD SOLUTIONS JP MOR	in REFUND FOR 1 DAY CANCELLATION FRO	-130.46
T 300286	03/20/2017	05000	COMMERCIAL CARD SOLUTIONS JP MOR	in SWAT EQUIPMENT.	875.32
T 300286	03/20/2017	05000	COMMERCIAL CARD SOLUTIONS JP MOR	in BODY ARMOR - K114, 115	1,498.68
T 300286	03/20/2017	05000	COMMERCIAL CARD SOLUTIONS JP MOR	in REPLACEMENT PART FOR GYM	204.17
T 300286	03/20/2017	05000	COMMERCIAL CARD SOLUTIONS JP MOR	in ADMIN VEHICLE EQUIPMENT	119.96
T 300286	03/20/2017	05000	COMMERCIAL CARD SOLUTIONS JP MOR	in ADMIN VEHICLE EQUIPMENT	86.44
T 300286	03/20/2017	05000	COMMERCIAL CARD SOLUTIONS JP MOR	in PLAQUE	81.45
T 300286	03/20/2017	05000	COMMERCIAL CARD SOLUTIONS JP MOR	in 5 WESTERN DIGITAL SOLID STATE HARD	466.95
Total amount by Department					\$ 13,776.34
074 POLICE DEPT. - STAFF SERVICES					
135258	03/24/2017	00730	ADVANCE TRAVEL EXPENSE	in REIMBURSE ADVANCE TRAVEL	181.00
135279	03/24/2017	09063	BLUE BOOK	in WA BLUE BOOKS 2017-18	120.95
135303	03/24/2017	04066	CREATIVE PRODUCT SOURCING DAREC/	in DARE SUPPLIES	510.12
135305	03/24/2017	09827	DAY WIRELESS SYSTEMS	in RADIO MAINTENANCE	352.95
135384	03/24/2017	02536	STAPLES BUSINESS ADVANTAGE STAPLE	in OFFICE SUPPLIES	184.64
135384	03/24/2017	02536	STAPLES BUSINESS ADVANTAGE STAPLE	in OFFICE SUPPLIES	101.64
135384	03/24/2017	02536	STAPLES BUSINESS ADVANTAGE STAPLE	in OFFICE SUPPLIES	225.97
135384	03/24/2017	02536	STAPLES BUSINESS ADVANTAGE STAPLE	in DARE SUPPLIES	280.12
135384	03/24/2017	02536	STAPLES BUSINESS ADVANTAGE STAPLE	in OFFICE SUPPLIES	56.26
135384	03/24/2017	02536	STAPLES BUSINESS ADVANTAGE STAPLE	in OFFICE SUPPLIES	593.30
135389	03/24/2017	08315	TALENTWISE SOLUTIONS LLC	in BACKGROUND CHECKS	158.00
135406	03/24/2017	01033	WASHINGTON STATE PATROL	in CLP BACKGROUND CHECKS - FEBRUARY	744.00
T 300285	03/24/2017	00167	WA STATE DEPT OF REVENUE	in EXCISE TAX	20.37

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T	300286	03/20/2017	05000	COMMERCIAL CARD SOLUTIONS JP MOR	in	YOUTH SERVICES SUPPLIES	54.91
T	300286	03/20/2017	05000	COMMERCIAL CARD SOLUTIONS JP MOR	in	TRAINING REGISTRATION/IAPE - K207	375.00
T	300286	03/20/2017	05000	COMMERCIAL CARD SOLUTIONS JP MOR	in	OFFICE SUPPLIES	54.98
T	300286	03/20/2017	05000	COMMERCIAL CARD SOLUTIONS JP MOR	in	CELL PHONE EQUIPMENT.	65.14
Total amount by Department							\$ 4,079.35
075 POLICE DEPT. - INTERGOVERNMENTAL							
	135273	03/24/2017	03000	BENTON COUNTY SHERIFF	in	CUSTODY/WORK CREW/MEDICAL	-659.60
	135273	03/24/2017	03000	BENTON COUNTY SHERIFF	in	CUSTODY/WORK CREW/MEDICAL	9,188.00
	135273	03/24/2017	03000	BENTON COUNTY SHERIFF	in	CUSTODY/WORK CREW/MEDICAL	1,208.31
	135273	03/24/2017	03000	BENTON COUNTY SHERIFF	in	CUSTODY/WORK CREW/MEDICAL	145,595.08
	135273	03/24/2017	03000	BENTON COUNTY SHERIFF	in	CUSTODY/WORK CREW/MEDICAL	55,431.42
	135292	03/24/2017	08587	COLUMBIA BASIN DIVE RESCUE	in	2017 AGENCY SUPPORT	6,500.00
Total amount by Department							\$ 217,263.21
076 POLICE DEPT - PROFESSIONAL STANDARDS							
	135257	03/24/2017	08623	ACE SALES & SERVICE INC	in	PORTABLE TOILET	65.00
	135296	03/24/2017	01308	COLUMBIA VALLEY DAYBREAK ROTARY	in	THIRD QUARTER DUES - LITTRELL	160.00
	135317	03/24/2017	03824	GALLS, LLC DBA BLUMENTHAL UNIFOR	in	QUARTERMASTER SUPPLIES - GLUNT	130.42
	135317	03/24/2017	03824	GALLS, LLC DBA BLUMENTHAL UNIFOR	in	QUARTERMASTER SUPPLIES - L JONES	6.52
	135317	03/24/2017	03824	GALLS, LLC DBA BLUMENTHAL UNIFOR	in	QUARTERMASTER SUPPLIES - PERKINS	6.52
	135317	03/24/2017	03824	GALLS, LLC DBA BLUMENTHAL UNIFOR	in	QUARTERMASTER SUPPLIES - MCMULLE	6.52
	135317	03/24/2017	03824	GALLS, LLC DBA BLUMENTHAL UNIFOR	in	QUARTERMASTER SUPPLIES - VOUGHT	6.52
	135317	03/24/2017	03824	GALLS, LLC DBA BLUMENTHAL UNIFOR	in	QUARTERMASTER - ROSSER	91.17
	135317	03/24/2017	03824	GALLS, LLC DBA BLUMENTHAL UNIFOR	in	UNIFORM SUPPLIES - GLUNT	89.67
	135317	03/24/2017	03824	GALLS, LLC DBA BLUMENTHAL UNIFOR	in	QUARTERMASTER SUPPLIES - GLUNT	129.27
	135317	03/24/2017	03824	GALLS, LLC DBA BLUMENTHAL UNIFOR	in	QUARTERMASTER SUPPLIES - GLUNT	155.34
	135317	03/24/2017	03824	GALLS, LLC DBA BLUMENTHAL UNIFOR	in	QUARTERMASTER SUPPLIES - MCMULLE	153.51
	135317	03/24/2017	03824	GALLS, LLC DBA BLUMENTHAL UNIFOR	in	QUARTERMASTER SUPPLIES - VOUGHT	281.39
	135317	03/24/2017	03824	GALLS, LLC DBA BLUMENTHAL UNIFOR	in	QUARTERMASTER SUPPLIES - KRIEG	127.88
	135317	03/24/2017	03824	GALLS, LLC DBA BLUMENTHAL UNIFOR	in	QUARTERMASTER- LEANDER	281.39
	135317	03/24/2017	03824	GALLS, LLC DBA BLUMENTHAL UNIFOR	in	QUARTERMASTER- JONES	280.35
	135317	03/24/2017	03824	GALLS, LLC DBA BLUMENTHAL UNIFOR	in	QUARTERMASTER SUPPLIES - MOORE	50.00
	135317	03/24/2017	03824	GALLS, LLC DBA BLUMENTHAL UNIFOR	in	QUARTERMASTER SUPPLIES - GLUNT	101.00
	135317	03/24/2017	03824	GALLS, LLC DBA BLUMENTHAL UNIFOR	in	QUARTERMASTER SUPPLIES - KRIEG	6.52
	135317	03/24/2017	03824	GALLS, LLC DBA BLUMENTHAL UNIFOR	in	QUARTERMASTER SUPPLIES	392.45
T	300286	03/20/2017	05000	COMMERCIAL CARD SOLUTIONS JP MOR	in	TRAINING BATONS FOR IN-SERVICE D/T 1	448.00
T	300286	03/20/2017	05000	COMMERCIAL CARD SOLUTIONS JP MOR	in	TRAFFIC/MOTORS UNIFORMS	278.60

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T	300286	03/20/2017	05000	COMMERCIAL CARD SOLUTIONS JP MOR	in	ENGRAVING FOR YEARLY AWARDS	168.33
T	300286	03/20/2017	05000	COMMERCIAL CARD SOLUTIONS JP MOR	in	SUPPLIES FOR CHIPS APPRECIATION DINI	65.59
T	300286	03/20/2017	05000	COMMERCIAL CARD SOLUTIONS JP MOR	in	SUPPLIES FOR CHIPS APPRECIATION DINI	34.75
T	300286	03/20/2017	05000	COMMERCIAL CARD SOLUTIONS JP MOR	in	SUPPLIES FOR CHIPS APPRECIATION DINI	123.51
Total amount by Department							\$ 3,640.22
081 FIRE DEPT. - ADMINISTRATION							
	135320	03/24/2017	01775	GRAINGER	in	EAR PROTECTION	60.99
	135320	03/24/2017	01775	GRAINGER	in	CAR WAS SUPPLIES	80.10
	135399	03/24/2017	04764	UNITED PARCEL SERVICE	in	SHIPPING	7.70
T	300286	03/20/2017	05000	COMMERCIAL CARD SOLUTIONS JP MOR	in	ADMINISTRATIVE OFFICE SUPPLIES: COP	67.05
T	300286	03/20/2017	05000	COMMERCIAL CARD SOLUTIONS JP MOR	in	STATION OPERATING SUPPLIES: GEORGIA	75.91
T	300286	03/20/2017	05000	COMMERCIAL CARD SOLUTIONS JP MOR	in	STATION OPERATING SUPPLIES: ELECTRI	66.81
T	300286	03/20/2017	05000	COMMERCIAL CARD SOLUTIONS JP MOR	in	SPACE HEATERS (BEASLEY/HINES)	88.98
T	300286	03/20/2017	05000	COMMERCIAL CARD SOLUTIONS JP MOR	in	STATION OPERATING SUPPLIES: GEORGIA	70.01
T	300286	03/20/2017	05000	COMMERCIAL CARD SOLUTIONS JP MOR	in	PAPER CUTTER	8.69
T	300286	03/20/2017	05000	COMMERCIAL CARD SOLUTIONS JP MOR	in	STATION KITCHEN UTENSILS, COOKING S	70.23
T	300286	03/20/2017	05000	COMMERCIAL CARD SOLUTIONS JP MOR	in	STATION KITCHEN UTENSILS, COOKING S	35.85
T	300286	03/20/2017	05000	COMMERCIAL CARD SOLUTIONS JP MOR	in	COMPACT CORELESS BATH TISSUE; JET-E	33.60
T	300286	03/20/2017	05000	COMMERCIAL CARD SOLUTIONS JP MOR	in	STATION 1 - STAINLESS COOKWARE: POT	69.50
T	300286	03/20/2017	05000	COMMERCIAL CARD SOLUTIONS JP MOR	in	STATION 4 - KITCHEN UTENSILS & COOKI	58.39
T	300286	03/20/2017	05000	COMMERCIAL CARD SOLUTIONS JP MOR	in	STATION 1 - KITCHEN UTENSILS & COOKI	82.98
T	300286	03/20/2017	05000	COMMERCIAL CARD SOLUTIONS JP MOR	in	STATION 3 - KITCHEN UTENSILS & COOKI	29.30
T	300286	03/20/2017	05000	COMMERCIAL CARD SOLUTIONS JP MOR	in	STATION 2 - KITCHEN UTENSILS & COOKI	27.14
T	300286	03/20/2017	05000	COMMERCIAL CARD SOLUTIONS JP MOR	in	BOTTLED WATER (QTY.14) & STATION OPI	110.20
T	300286	03/20/2017	05000	COMMERCIAL CARD SOLUTIONS JP MOR	in	O'DELL PUSH BROOM HANDLE	7.57
T	300286	03/20/2017	05000	COMMERCIAL CARD SOLUTIONS JP MOR	in	STATION OPERATING SUPPLIES: ICE MEL	34.39
T	300286	03/20/2017	05000	COMMERCIAL CARD SOLUTIONS JP MOR	in	REPLACEMENT PHONE FOR JULIE PASSE'	79.94
T	300286	03/20/2017	05000	COMMERCIAL CARD SOLUTIONS JP MOR	in	COMMERCIAL HOSE ROLLERS FOR STATI	127.48
T	300286	03/20/2017	05000	COMMERCIAL CARD SOLUTIONS JP MOR	in	CREDIT FOR LOST COPY PAPER ORDER.	-67.05
T	300286	03/20/2017	05000	COMMERCIAL CARD SOLUTIONS JP MOR	in	BOTTLE WATER (QTY.12) & STATION OPEF	55.06
T	300286	03/20/2017	05000	COMMERCIAL CARD SOLUTIONS JP MOR	in	ICC EDU-CODE TRAINING/HOTEL & SHUT	124.41
T	300286	03/20/2017	05000	COMMERCIAL CARD SOLUTIONS JP MOR	in	ICC EDU-CODE TRAINING - AIRFARE - HIP	80.50
T	300286	03/20/2017	05000	COMMERCIAL CARD SOLUTIONS JP MOR	in	ICC EDU-CODE TRAINING - REGISTRATIO	400.00
T	300286	03/20/2017	05000	COMMERCIAL CARD SOLUTIONS JP MOR	in	TURTLE WAX CAR WASH	76.45
T	300286	03/20/2017	05000	COMMERCIAL CARD SOLUTIONS JP MOR	in	ENMOTION PAPER TOWEL ROLLS; BRIGH	51.31
Total amount by Department							\$ 2,013.49

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082 FIRE DEPT. - SUPPRESSION							
	135278	03/24/2017	03035	BI-STATE OCCUPATIONAL SAFETY & HEA	in	EMPLOYEE MEDICAL SERVICES	285.00
	135280	03/24/2017	05823	BLUMENTHAL UNIFORM & EQUIPMENT	in	CHIEF SHIRTS/TROUSERS	565.73
	135280	03/24/2017	05823	BLUMENTHAL UNIFORM & EQUIPMENT	in	LEATHER BELTS	25.73
	135318	03/24/2017	08340	GAU MATTHEW	in	TRAVEL EXPENSES	575.00
	135329	03/24/2017	00006	IMPREST PETTY CASH FUND	in	PETTY CASH FUND	66.00
	135358	03/24/2017	06748	NORTHWEST LEADERSHIP SEMINAR ORI	in	2017 NWLS REGISTRATION	295.00
	135377	03/24/2017	07872	SEA WESTERN INC	in	SCBA SUPPLIES	326,493.19
T	300285	03/24/2017	00167	WA STATE DEPT OF REVENUE	in	EXCISE TAX	90.01
T	300286	03/20/2017	05000	COMMERCIAL CARD SOLUTIONS JP MOR	in	HAIX XR1 BOOT - M. TOWNE 0	313.69
T	300286	03/20/2017	05000	COMMERCIAL CARD SOLUTIONS JP MOR	in	FLIPSIDE MAGNETIC DRY ERASE BOARD	23.56
T	300286	03/20/2017	05000	COMMERCIAL CARD SOLUTIONS JP MOR	in	BOTTLED WATER (QTY.14) & STATION OPI	57.12
T	300286	03/20/2017	05000	COMMERCIAL CARD SOLUTIONS JP MOR	in	ACCOUNTABILITY TAGS: FIREFIGHTER Y	247.61
T	300286	03/20/2017	05000	COMMERCIAL CARD SOLUTIONS JP MOR	in	BOTTLED WATER, QTY. 13 CASES	53.04
T	300286	03/20/2017	05000	COMMERCIAL CARD SOLUTIONS JP MOR	in	BOOKS FOR KFD TRAINING LIBRARY	143.42
T	300286	03/20/2017	05000	COMMERCIAL CARD SOLUTIONS JP MOR	in	DEWALT 4-TOOL COMBO KIT (FOR STATIC	380.09
T	300286	03/20/2017	05000	COMMERCIAL CARD SOLUTIONS JP MOR	in	REPLACEMENT AIR HOSE FOR CONNECTI	27.14
T	300286	03/20/2017	05000	COMMERCIAL CARD SOLUTIONS JP MOR	in	SQWINCHER LITE ELECTROLYTE POWDE	7.09
T	300286	03/20/2017	05000	COMMERCIAL CARD SOLUTIONS JP MOR	in	BOTTLE WATER (QTY.12) & STATION OPEF	48.96
T	300286	03/20/2017	05000	COMMERCIAL CARD SOLUTIONS JP MOR	in	MONTHLY SUBSCRIPTION FEE FOR KFD'S	18.00
T	300286	03/20/2017	05000	COMMERCIAL CARD SOLUTIONS JP MOR	in	MONTHLY SUBSCRIPTION FEE FOR KFD'S	6.00
T	300286	03/20/2017	05000	COMMERCIAL CARD SOLUTIONS JP MOR	in	STREAMLIGHT RUBBER HELMET BANDS	2,076.81
T	300286	03/20/2017	05000	COMMERCIAL CARD SOLUTIONS JP MOR	in	COL CTR MALL RESPONSE ZONE MAPS/K	57.29
Total amount by Department							\$ 331,855.48
083 FIRE PREVENTION & INVESTIGATION							
	135258	03/24/2017	00730	ADVANCE TRAVEL EXPENSE	in	REIMBURSE ADVANCE TRAVEL	1,476.54
T	300285	03/24/2017	00167	WA STATE DEPT OF REVENUE	in	EXCISE TAX	4.61
T	300286	03/20/2017	05000	COMMERCIAL CARD SOLUTIONS JP MOR	in	BISHOP - NICET 1 & 2 FIRE ALARM TRAIN	895.00
T	300286	03/20/2017	05000	COMMERCIAL CARD SOLUTIONS JP MOR	in	NFPA 72 & 25 TABS	195.48
T	300286	03/20/2017	05000	COMMERCIAL CARD SOLUTIONS JP MOR	in	OFFICE SUPPLIES MISC	34.96
T	300286	03/20/2017	05000	COMMERCIAL CARD SOLUTIONS JP MOR	in	OFFICE SUPPLIES - MISC	9.00
T	300286	03/20/2017	05000	COMMERCIAL CARD SOLUTIONS JP MOR	in	ELLIS - FIRE INVESTIGATION SYMPOSIUM	425.00
T	300286	03/20/2017	05000	COMMERCIAL CARD SOLUTIONS JP MOR	in	ICC EDU-CODE TRAINING/HOTEL & SHUT	497.70
T	300286	03/20/2017	05000	COMMERCIAL CARD SOLUTIONS JP MOR	in	ICC EDU-CODE TRAINING - AIRFARE - SW	166.00
T	300286	03/20/2017	05000	COMMERCIAL CARD SOLUTIONS JP MOR	in	ICC EDU-CODE TRAINING - AIRFARE - ELI	161.00
T	300286	03/20/2017	05000	COMMERCIAL CARD SOLUTIONS JP MOR	in	ICC EDU-CODE TRAINING - REGISTRATIO	800.00
T	300286	03/20/2017	05000	COMMERCIAL CARD SOLUTIONS JP MOR	in	ICC EDU-CODE TRAINING - REGISTRATIO	800.00

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T	300286	03/20/2017	05000	COMMERCIAL CARD SOLUTIONS JP MOR	in	BAKER - FIRE INVESTIGATION SYMPOSIUM	425.00
Total amount by Department							\$ 5,890.29
090 ENGINEERING							
	135258	03/24/2017	00730	ADVANCE TRAVEL EXPENSE	in	REIMBURSE ADVANCE TRAVEL	321.40
	135351	03/24/2017	03962	MUNICIPAL SVCS PETTY CASH	in	PETTY CASH FUND	34.54
	135359	03/24/2017	03700	OFFICE DEPOT INC	in	OFFICE SUPPLIES	27.68
	135359	03/24/2017	03700	OFFICE DEPOT INC	in	OFFICE SUPPLIES	3.32
	135387	03/24/2017	08870	SZENDRE SCOTT	in	TRAVEL EXPENSES	117.00
T	300285	03/24/2017	00167	WA STATE DEPT OF REVENUE	in	EXCISE TAX	59.29
T	300286	03/20/2017	05000	COMMERCIAL CARD SOLUTIONS JP MOR	in	ON LINE MARKETING STEPTOE STREET	21.72
T	300286	03/20/2017	05000	COMMERCIAL CARD SOLUTIONS JP MOR	in	10 ROLLS OF SUSPENSION TAPE FOR PAR.	761.95
T	300286	03/20/2017	05000	COMMERCIAL CARD SOLUTIONS JP MOR	in	RETURN OF BLACK MATTE CARTRIDGE -	-173.00
T	300286	03/20/2017	05000	COMMERCIAL CARD SOLUTIONS JP MOR	in	KRISTEN STOWE - NEW PC	1,177.95
T	300286	03/20/2017	05000	COMMERCIAL CARD SOLUTIONS JP MOR	in	ADOBE ACROBAT PRO DC FOR KRISTEN S	411.89
T	300286	03/20/2017	05000	COMMERCIAL CARD SOLUTIONS JP MOR	in	WASH. STATE DEPT. OF LICENSING WIEBI	116.00
T	300286	03/20/2017	05000	COMMERCIAL CARD SOLUTIONS JP MOR	in	SCOTT SZENDRE MEMBERSHIP FOR DON.	50.00
T	300286	03/20/2017	05000	COMMERCIAL CARD SOLUTIONS JP MOR	in	BRUCE BEAUCHENE - 2 YEAR RENEWAL C	116.00
T	300286	03/20/2017	05000	COMMERCIAL CARD SOLUTIONS JP MOR	in	27" MONITOR FOR KRISTEN STOWE	209.99
T	300286	03/20/2017	05000	COMMERCIAL CARD SOLUTIONS JP MOR	in	2ND 27" MONITOR FOR KRISTEN STOWE	209.99
Total amount by Department							\$ 3,465.72
101 CORPORATE & COMMUNITY SERVICES							
	135258	03/24/2017	00730	ADVANCE TRAVEL EXPENSE	in	REIMBURSE ADVANCE TRAVEL	221.00
	135278	03/24/2017	03035	BI-STATE OCCUPATIONAL SAFETY & HEA	in	EMPLOYEE MEDICAL SERVICES	230.00
	135282	03/24/2017	05827	CALIPER MANAGEMENT INC	in	CALIPER PROFILE	295.00
	135282	03/24/2017	05827	CALIPER MANAGEMENT INC	in	CALIPER PROFILE	885.00
	135282	03/24/2017	05827	CALIPER MANAGEMENT INC	in	CALIPER PROFILE	295.00
	135282	03/24/2017	05827	CALIPER MANAGEMENT INC	in	CALIPER PROFILE	295.00
	135328	03/24/2017	00021	HUSK OFFICE FURNITURE AND SUPPLIES	in	NAME PLATE	18.62
	135342	03/24/2017	09277	LOURDES OCCUPATIONAL HEALTH	in	MEDICAL SERVICES	76.00
	135342	03/24/2017	09277	LOURDES OCCUPATIONAL HEALTH	in	MEDICAL SERVICES	76.00
	135342	03/24/2017	09277	LOURDES OCCUPATIONAL HEALTH	in	MEDICAL SERVICES	76.00
	135342	03/24/2017	09277	LOURDES OCCUPATIONAL HEALTH	in	MEDICAL SERVICES	76.00
	135389	03/24/2017	08315	TALENTWISE SOLUTIONS LLC	in	BACKGROUND CHECKS	224.00
	135393	03/24/2017	08573	TRI-CITY HERALD DISPLAY ADS - 449430	in	EMPLOYMENT AD	391.00
	135393	03/24/2017	08573	TRI-CITY HERALD DISPLAY ADS - 449430	in	EMPLOYMENT AD	390.00
	135393	03/24/2017	08573	TRI-CITY HERALD DISPLAY ADS - 449430	in	EMPLOYMENT AD	391.00

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	135408	03/24/2017	07879	WESLEY GROUP, THE.	in	PROFESSIONAL SERVICES	350.00
T	300285	03/24/2017	00167	WA STATE DEPT OF REVENUE	in	EXCISE TAX	8.60
T	300286	03/20/2017	05000	COMMERCIAL CARD SOLUTIONS JP MOR	in	AIRFARE R CARMICHAEL	102.01
T	300286	03/20/2017	05000	COMMERCIAL CARD SOLUTIONS JP MOR	in	JOB POSTING	250.00
T	300286	03/20/2017	05000	COMMERCIAL CARD SOLUTIONS JP MOR	in	AWC WILL REIMBURSE - TRAVEL HOME F	103.20
T	300286	03/20/2017	05000	COMMERCIAL CARD SOLUTIONS JP MOR	in	JOB AD	178.00
T	300286	03/20/2017	05000	COMMERCIAL CARD SOLUTIONS JP MOR	in	SUPPLIES	29.75
T	300286	03/20/2017	05000	COMMERCIAL CARD SOLUTIONS JP MOR	in	KENNEWICK MAN/WOMAN OF THE YEAR	35.00
T	300286	03/20/2017	05000	COMMERCIAL CARD SOLUTIONS JP MOR	in	WELLNESS EVENT PRIZES AND BAGS FOI	75.00
Total amount by Department							\$ 5,071.18
113 PARKS DEPT.-RECREATION SERVICES							
	135267	03/24/2017	01568	ATOMIC SCREEN PRINT & EMBROIDERY	in	WINTER CLASSIC T-SHIRTS	65.05
	135288	03/24/2017	02481	CI INFORMATION MANAGEMENT CI SUP	in	SHRED SERVICE	33.99
	135307	03/24/2017	06993	DESJARDINS SHAUN	in	MARCH 2017 KARATE	1,350.00
	135311	03/24/2017	05426	EWING IRRIGATION PRODUCTS, INC	in	TURFACE FIELD CONDITIONER	2,647.67
	135370	03/24/2017	06830	QUALITY BUSINESS SYSTEMS	in	SOUTHRIDGE PAVILION COPIERS	1,506.89
T	300285	03/24/2017	00167	WA STATE DEPT OF REVENUE	in	EXCISE TAX	383.64
T	300286	03/20/2017	05000	COMMERCIAL CARD SOLUTIONS JP MOR	in	FACEBOOK BOOST POST	60.00
T	300286	03/20/2017	05000	COMMERCIAL CARD SOLUTIONS JP MOR	in	WIGGLES N GIGGLES SUPPLIES	532.74
T	300286	03/20/2017	05000	COMMERCIAL CARD SOLUTIONS JP MOR	in	PANDORA FOR SR PAVILION	29.27
T	300286	03/20/2017	05000	COMMERCIAL CARD SOLUTIONS JP MOR	in	POST CARDS - HI GLOSS UV COATING FRO	494.52
T	300286	03/20/2017	05000	COMMERCIAL CARD SOLUTIONS JP MOR	in	NRPA CPRP CERTIFICATION COURSE AND	260.00
T	300286	03/20/2017	05000	COMMERCIAL CARD SOLUTIONS JP MOR	in	PICKLEBALL NETS	599.45
T	300286	03/20/2017	05000	COMMERCIAL CARD SOLUTIONS JP MOR	in	AAU TOURN MEDALS	177.00
T	300286	03/20/2017	05000	COMMERCIAL CARD SOLUTIONS JP MOR	in	ONLY FOR WIGGLES AND GIGGLES NOT F	9.98
T	300286	03/20/2017	05000	COMMERCIAL CARD SOLUTIONS JP MOR	in	FACEBOOK BOOST POST	100.00
T	300286	03/20/2017	05000	COMMERCIAL CARD SOLUTIONS JP MOR	in	SWIFTER WET JET FOR CAFE	36.88
T	300286	03/20/2017	05000	COMMERCIAL CARD SOLUTIONS JP MOR	in	VALENTINE BINGO PRIZES 0	422.22
T	300286	03/20/2017	05000	COMMERCIAL CARD SOLUTIONS JP MOR	in	VALENTINE BINGO PRIZES 0	130.95
T	300286	03/20/2017	05000	COMMERCIAL CARD SOLUTIONS JP MOR	in	DRY CLEANING TABLE SKIRTS	48.84
T	300286	03/20/2017	05000	COMMERCIAL CARD SOLUTIONS JP MOR	in	SR DUGOUT BANNERS AND SR COMPLEY	2,165.23
T	300286	03/20/2017	05000	COMMERCIAL CARD SOLUTIONS JP MOR	in	TONER FOR LASERJET 55A - KSC	262.16
T	300286	03/20/2017	05000	COMMERCIAL CARD SOLUTIONS JP MOR	in	GAFFERS TAPE FOR EVENTS	69.46
T	300286	03/20/2017	05000	COMMERCIAL CARD SOLUTIONS JP MOR	in	PIES FOR VALENTINE BINGO EVENT	264.07
T	300286	03/20/2017	05000	COMMERCIAL CARD SOLUTIONS JP MOR	in	KENNEWICK MAN/WOMAN OF THE YEAR	70.00
T	300286	03/20/2017	05000	COMMERCIAL CARD SOLUTIONS JP MOR	in	OFFICE SUPPLIES LAMINATING POUCHES	344.53
T	300286	03/20/2017	05000	COMMERCIAL CARD SOLUTIONS JP MOR	in	OFFICE SUPPLIES, PENS	19.74

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T	300286	03/20/2017	05000	COMMERCIAL CARD SOLUTIONS JP MOR	in	REFUND AAU MEMBERSHIP	-185.00
T	300286	03/20/2017	05000	COMMERCIAL CARD SOLUTIONS JP MOR	in	FEBRUARY NETWORK LUNCHEON	22.00
Total amount by Department							\$ 11,921.28
114 PARKS DEPT.-FACILITIES MAINT.							
	135261	03/24/2017	05911	AMERICAN BUILDING MAINTENANCE	in	JANITORIAL SVC	7,052.62
	135264	03/24/2017	00501	APOLLO, INC. CITY CONTRACTS	in	HVAC REPAIRS	427.50
	135267	03/24/2017	01568	ATOMIC SCREEN PRINT & EMBROIDERY	in	PERSONALIZATION	16.29
	135267	03/24/2017	01568	ATOMIC SCREEN PRINT & EMBROIDERY	in	PERSONALIZATION	16.29
	135267	03/24/2017	01568	ATOMIC SCREEN PRINT & EMBROIDERY	in	PERSONALIZATION	16.29
	135267	03/24/2017	01568	ATOMIC SCREEN PRINT & EMBROIDERY	in	PERSONALIZATION	16.29
	135269	03/24/2017	00214	BASIN DEPARTMENT STORE	in	BIB OVERALLS	108.59
	135269	03/24/2017	00214	BASIN DEPARTMENT STORE	in	CARHART INS SWEATSHIRT	68.41
	135271	03/24/2017	01726	BAVCO APPARATUS & VALVE CO	in	2" RP	497.39
	135275	03/24/2017	00084	BENTON PUD NO. 1	in	ELECTRICITY	22.13
	135275	03/24/2017	00084	BENTON PUD NO. 1	in	ELECTRICITY	15.75
	135275	03/24/2017	00084	BENTON PUD NO. 1	in	ELECTRICITY	3,087.09
	135275	03/24/2017	00084	BENTON PUD NO. 1	in	ELECTRICITY	274.47
	135285	03/24/2017	00083	CASCADE NATURAL GAS	in	NATURAL GAS	2,777.30
	135285	03/24/2017	00083	CASCADE NATURAL GAS	in	GAS SERVICE	6,955.49
	135293	03/24/2017	00175	COLUMBIA BASIN PAPER & SUPPLY	in	DUST HEAD MOPS	103.17
	135311	03/24/2017	05426	EWING IRRIGATION PRODUCTS, INC	in	BALL FIELD CHALK	1,542.99
	135314	03/24/2017	09237	FIKES NORTHWEST CORP	in	S/R AIR FRESHNER SVC	19.17
	135314	03/24/2017	09237	FIKES NORTHWEST CORP	in	AIR FRESHNER SVC	133.28
	135314	03/24/2017	09237	FIKES NORTHWEST CORP	in	S/R AIR FRESHNER SVC	19.17
	135335	03/24/2017	00078	KENNEWICK INDUSTRIAL & ELEC	in	PLUMBING REPAIR (BOILER VALVE)	32.95
	135335	03/24/2017	00078	KENNEWICK INDUSTRIAL & ELEC	in	PLUMBING REPAIR	11.13
	135335	03/24/2017	00078	KENNEWICK INDUSTRIAL & ELEC	in	FAUCET REPAIR (REPLACEMENT)	185.40
	135343	03/24/2017	03154	M & M BOLT COMPANY, LLC	in	WALL BOARD ANCHORS	43.44
	135345	03/24/2017	08626	MCDONALD & ASSOCIATES DBA MCDON	in	BALL FIELD DIRT	651.60
	135359	03/24/2017	03700	OFFICE DEPOT INC	in	OFFICE SUPPLIES	6.68
	135363	03/24/2017	05262	OVERHEAD DOOR COMPANY OF TRI-CIT	in	FROST OHD REPAIRS	302.29
	135363	03/24/2017	05262	OVERHEAD DOOR COMPANY OF TRI-CIT	in	BC BAY DOOR	534.96
	135363	03/24/2017	05262	OVERHEAD DOOR COMPANY OF TRI-CIT	in	ROLL UP DOOR REPAIR	218.83
	135368	03/24/2017	00310	PROBUILD COMPANY LLC	in	NAILS FOR GROOMER DRAG	14.11
	135388	03/24/2017	05675	T&A SUPPLY COMPANY INC	in	FLOOR GLUE ROLLER	17.71
	135413	03/24/2017	01755	WILBUR-ELLIS COMPANY	in	HERBICIDES	1,566.17
T	300286	03/20/2017	05000	COMMERCIAL CARD SOLUTIONS JP MOR	in	NAME PLATE - G DUFFY, P & R COMMISSI	14.34

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T	300286	03/20/2017	05000	COMMERCIAL CARD SOLUTIONS JP MOR	in	CARPET FOR ENTRY WAY AT THE DAYTOI	41.39
T	300286	03/20/2017	05000	COMMERCIAL CARD SOLUTIONS JP MOR	in	EVOLUENT WIRELESS MOUSE FOR VINCI	99.00
T	300286	03/20/2017	05000	COMMERCIAL CARD SOLUTIONS JP MOR	in	BATTERIES FOR EXIT LIGHTS AT THE POL	80.48
T	300286	03/20/2017	05000	COMMERCIAL CARD SOLUTIONS JP MOR	in	CEILING TILES	340.29
Total amount by Department							\$ 27,330.45
120 NON-DEPARTMENTAL							
	135261	03/24/2017	05911	AMERICAN BUILDING MAINTENANCE	in	JANITORIAL SVC	3,520.38
	135285	03/24/2017	00083	CASCADE NATURAL GAS	in	NATURAL GAS	1,246.46
T	300284	03/20/2017	00511	WA STATE DEPT OF RETIREMENT SYSTEM	in	PRIOR SERVICE CONTRIBUTION	217.00
Total amount by Department							\$ 4,983.84
340 CHARGES FOR SERVICES							
T	300285	03/24/2017	00167	WA STATE DEPT OF REVENUE	in	EXCISE TAX	0.34
Total amount by Department							\$ 0.34
Total amount by Fund							\$ 666,834.16
101 STREET FUND							
010 STREETS							
	135260	03/24/2017	00514	ALPINE PRODUCTS INC	in	UPM WINTER COLD MIX	2,079.04
	135260	03/24/2017	00514	ALPINE PRODUCTS INC	in	UPM WINTER COLD MIX	3,118.56
	135260	03/24/2017	00514	ALPINE PRODUCTS INC	in	UPM WINTER COLD MIX	3,118.56
	135351	03/24/2017	03962	MUNICIPAL SVCS PETTY CASH	in	PETTY CASH FUND	6.40
	135391	03/24/2017	06529	TOTEM PACIFIC CORPORATION	in	ROAD SALT	3,116.77
	135391	03/24/2017	06529	TOTEM PACIFIC CORPORATION	in	ROAD SALT	2,977.77
	135391	03/24/2017	06529	TOTEM PACIFIC CORPORATION	in	ROAD SALT	2,958.77
	135391	03/24/2017	06529	TOTEM PACIFIC CORPORATION	in	ROAD SALT	2,934.60
	135391	03/24/2017	06529	TOTEM PACIFIC CORPORATION	in	ROAD SALT	2,966.54
	135391	03/24/2017	06529	TOTEM PACIFIC CORPORATION	in	ROAD SALT	2,995.89
	135391	03/24/2017	06529	TOTEM PACIFIC CORPORATION	in	ROAD SALT	2,805.95
	135391	03/24/2017	06529	TOTEM PACIFIC CORPORATION	in	ROAD SALT	2,934.60
	135391	03/24/2017	06529	TOTEM PACIFIC CORPORATION	in	ROAD SALT	3,090.86
	135391	03/24/2017	06529	TOTEM PACIFIC CORPORATION	in	ROAD SALT	2,984.68
T	300285	03/24/2017	00167	WA STATE DEPT OF REVENUE	in	EXCISE TAX	15.47
T	300286	03/20/2017	05000	COMMERCIAL CARD SOLUTIONS JP MOR	in	VIZIO 60" LED TV - WATER SUPERVISOR C	510.41
T	300286	03/20/2017	05000	COMMERCIAL CARD SOLUTIONS JP MOR	in	WALL MOUNT FOR NEW 60" TV - WATER S	10.37
T	300286	03/20/2017	05000	COMMERCIAL CARD SOLUTIONS JP MOR	in	LOGITECH MK550 KEYBOARD/MOUSE - W	24.97
T	300286	03/20/2017	05000	COMMERCIAL CARD SOLUTIONS JP MOR	in	HDMI CABLE AND DISPLAYPORT TO HDM	18.02

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Total amount by Department						\$ 38,668.23
020 TRAFFIC						
135275	03/24/2017	00084	BENTON PUD NO. 1	in	STREET LIGHT REPAIRS	400.26
135275	03/24/2017	00084	BENTON PUD NO. 1	in	ELECTRICITY	128.49
135275	03/24/2017	00084	BENTON PUD NO. 1	in	ELECTRICITY	42.78
135275	03/24/2017	00084	BENTON PUD NO. 1	in	ELECTRICITY	382.46
135275	03/24/2017	00084	BENTON PUD NO. 1	in	METER # 160356	101.55
135275	03/24/2017	00084	BENTON PUD NO. 1	in	ELECTRICITY	686.79
135275	03/24/2017	00084	BENTON PUD NO. 1	in	ELECTRICITY	66.63
135275	03/24/2017	00084	BENTON PUD NO. 1	in	ELECTRICITY	64.17
135275	03/24/2017	00084	BENTON PUD NO. 1	in	STREET LIGHT REPAIRS	410.80
135310	03/24/2017	07864	ECONOLITE CONTROL PRODUCTS INC	in	SIGNAL CONTROL SPARE PARTS	3,153.74
135320	03/24/2017	01775	GRAINGER	in	HARD HAT, TOOLS	242.99
135335	03/24/2017	00078	KENNEWICK INDUSTRIAL & ELEC	in	SUPPLY FOR SPLICING WIRES	269.30
135351	03/24/2017	03962	MUNICIPAL SVCS PETTY CASH	in	PETTY CASH FUND	12.83
135367	03/24/2017	00329	PLATT ELECTRIC SUPPLY COMPANY	in	5 AMP BARREL FUSES	732.02
135371	03/24/2017	00957	RANCH & HOME INC	in	DEWALT IMPACT GUN	473.45
135381	03/24/2017	00680	SIERRA ELECTRIC, INC.	in	CONT 16-013 SIGNAL/STREET	152.04
135381	03/24/2017	00680	SIERRA ELECTRIC, INC.	in	CONT 16-013 SIGNAL/STREET	1,460.65
135399	03/24/2017	04764	UNITED PARCEL SERVICE	in	SHIPPING	6.82
T 300285	03/24/2017	00167	WA STATE DEPT OF REVENUE	in	EXCISE TAX	6.79
T 300286	03/20/2017	05000	COMMERCIAL CARD SOLUTIONS JP MOR	in	WEBINAR (PERF. BASED DESIGN)	95.00
T 300286	03/20/2017	05000	COMMERCIAL CARD SOLUTIONS JP MOR	in	3 SERIAL ADAPTORS WITH LED INDICATC	74.22
Total amount by Department						\$ 8,963.78
360 MISCELLANEOUS REVENUES						
T 300285	03/24/2017	00167	WA STATE DEPT OF REVENUE	in	EXCISE TAX	5.52
Total amount by Department						\$ 5.52
Total amount by Fund						\$ 47,637.53
103 URBAN ARTERIAL STREET FUND						
010 URBAN ARTERIAL DEPARTMENT						
135275	03/24/2017	00084	BENTON PUD NO. 1	in	RELOCATION ELEC FIBER	200,082.82
135344	03/24/2017	03083	MACKAY SPOSITO INC	in	PROFESSIONAL SERVICES	1,103.00
Total amount by Department						\$ 201,185.82
Total amount by Fund						\$ 201,185.82

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106 BI-PIN OPERATIONS FUND					
010 BI-PIN OPERATIONS FUND					
T 300286	03/20/2017	05000	COMMERCIAL CARD SOLUTIONS JP MOR	in HOTEL RESERVATION - HEXAGON LIVE C	223.88
T 300286	03/20/2017	05000	COMMERCIAL CARD SOLUTIONS JP MOR	in CHRISTY GEYER - INTERGRAPH/HEXAGC	35.00
T 300286	03/20/2017	05000	COMMERCIAL CARD SOLUTIONS JP MOR	in CHRISTY GEYER - INTERGRAPH/HEXAGC	334.60
Total amount by Department					\$ 593.48
Total amount by Fund					\$ 593.48
107 COMMUNITY DEVELOPMENT FUND					
030 CURRENT PROGRAM YEAR					
135330	03/24/2017	05158	INSIDE TRADER LLC CARTRIDGE WORLI	in PRINTER CARTRIDGE	79.27
Total amount by Department					\$ 79.27
040 HOME					
135386	03/24/2017	09412	STEWART TITLE OF THE TRI-CITIES	in HOME DPA	10,000.00
Total amount by Department					\$ 10,000.00
Total amount by Fund					\$ 10,079.27
111 ASSET FORFEITURE FUND					
010 ASSET FORFEITURE FUND					
135331	03/24/2017	09758	ISAKSON KIRK	in CAT FUNDS	100.00
135331	03/24/2017	09758	ISAKSON KIRK	in CAT FUNDS	75.00
Total amount by Department					\$ 175.00
Total amount by Fund					\$ 175.00
116 LODGING TAX FUND					
010 LODGING TAX FUND					
135392	03/24/2017	00176	TRI-CITIES VISITOR & CONVENTION BUF	in FEB 2017 DUES	19,369.00
Total amount by Department					\$ 19,369.00
Total amount by Fund					\$ 19,369.00
117 CRIMINAL JUSTICE SALES TAX FUND					
010 CRIMINAL JUSTICE SALES TAX FUND					
135278	03/24/2017	03035	BI-STATE OCCUPATIONAL SAFETY & HEA	in EMPLOYEE MEDICAL SERVICES	3,565.00
135349	03/24/2017	09181	MOON, TAE IM, PH.D.	in PROFESSIONAL SERVICES	850.00
135349	03/24/2017	09181	MOON, TAE IM, PH.D.	in PROFESSIONAL SERVICES	800.00

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	135349	03/24/2017	09181	MOON, TAE IM, PH.D.	in	PROFESSIONAL SERVICES	800.00
	135349	03/24/2017	09181	MOON, TAE IM, PH.D.	in	PROFESSIONAL SERVICES	150.00
	135349	03/24/2017	09181	MOON, TAE IM, PH.D.	in	PROFESSIONAL SERVICES	800.00
T	300286	03/20/2017	05000	COMMERCIAL CARD SOLUTIONS JP MOR	in	DEUCE WEAPON PARTS	48.45
T	300286	03/20/2017	05000	COMMERCIAL CARD SOLUTIONS JP MOR	in	DEUCE PARTS	23.64
Total amount by Department							\$ 7,037.09
Total amount by Fund							\$ 7,037.09
300 CAPITAL IMPROVEMENTS FUND							
010 STREET IMPROVEMENTS							
	135344	03/24/2017	03083	MACKAY SPOSITO INC	in	CONSULTANT AGREEMENT	4,583.00
	135381	03/24/2017	00680	SIERRA ELECTRIC, INC.	in	STREET LIGHT REPLACEMENT	2,593.50
	135411	03/24/2017	02368	WESTERN SYSTEMS INC	in	FLASHING SCHOOL BEACON	7,397.37
Total amount by Department							\$ 14,573.87
020 LAND AND FACILITIES							
	135275	03/24/2017	00084	BENTON PUD NO. 1	in	ELECTRICITY	119.75
	135378	03/24/2017	00817	SENSKE LAWN & TREE CARE INC	in	TREE PRUNING AT COL. PARK	7,755.00
	135378	03/24/2017	00817	SENSKE LAWN & TREE CARE INC	in	TREE STUMPS REMOVED	814.50
Total amount by Department							\$ 8,689.25
050 GO BOND 2015B							
	135365	03/24/2017	03458	PARAMOUNT COMMUNICATIONS INC	in	SYSTEM CABLING	849.25
Total amount by Department							\$ 849.25
900 CAPITAL PURCHASES							
	135298	03/24/2017	06375	COMPUNET INC	in	HARDWARE	74,456.30
	135390	03/24/2017	08215	TIPPETT JAMES G	in	WEB PAGE IMAGES	100.00
T	300285	03/24/2017	00167	WA STATE DEPT OF REVENUE	in	EXCISE TAX	32.11
T	300286	03/20/2017	05000	COMMERCIAL CARD SOLUTIONS JP MOR	in	WEBPAGE PHOTOS 0	49.00
Total amount by Department							\$ 74,637.41
Total amount by Fund							\$ 98,749.78
401 WATER AND SEWER FUND							
	135313	03/24/2017	00086	FERGUSON ENTERPRISES INC	in	3/4" METERS	502.48
	135313	03/24/2017	00086	FERGUSON ENTERPRISES INC	in	1" & 1.5" METERS	11,318.21
	135313	03/24/2017	00086	FERGUSON ENTERPRISES INC	in	3/4" METERS	25,177.82

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135313	03/24/2017	00086	FERGUSON ENTERPRISES INC	in	2" METERS	20,471.54
135323	03/24/2017	00865	H D FOWLER COMPANY INC	in	Q-BENDS	785.99
Total amount by Department						\$ 58,256.04
010 WATER/SEWER OPERATIONS						
135258	03/24/2017	00730	ADVANCE TRAVEL EXPENSE	in	REIMBURSE ADVANCE TRAVEL	93.00
135259	03/24/2017	01853	AGO INDUSTRIES INC	in	TRAFFIC BIB OVERALLS	1,229.45
135261	03/24/2017	05911	AMERICAN BUILDING MAINTENANCE	in	JANITORIAL SVC	315.99
135263	03/24/2017	02738	ANATEK LABS INC	in	HAA & TTHM SAMPLES	1,280.00
135267	03/24/2017	01568	ATOMIC SCREEN PRINT & EMBROIDERY	in	PERSONALIZATION	16.29
135267	03/24/2017	01568	ATOMIC SCREEN PRINT & EMBROIDERY	in	PERSONALIZATION	16.29
135267	03/24/2017	01568	ATOMIC SCREEN PRINT & EMBROIDERY	in	PERSONALIZATION	16.29
135269	03/24/2017	00214	BASIN DEPARTMENT STORE	in	CARHARTT HI- VIS SWEATSHIRT	83.61
135269	03/24/2017	00214	BASIN DEPARTMENT STORE	in	CARHARTT BIB OVERALL	119.45
135269	03/24/2017	00214	BASIN DEPARTMENT STORE	in	CARHARTT HI- VIS SWEATSHIRT	76.01
135269	03/24/2017	00214	BASIN DEPARTMENT STORE	in	CARHARTT INS OVERALL	108.59
135269	03/24/2017	00214	BASIN DEPARTMENT STORE	in	CARHARTT INSUL OVERALLS	108.59
135274	03/24/2017	00158	BENTON COUNTY WATER CONSERVANC'	in	CHANGE OF WATER USE LOCATION FEE	664.46
135275	03/24/2017	00084	BENTON PUD NO. 1	in	ELECTRICITY	30.66
135276	03/24/2017	01543	BENTON-FRANKLIN HEALTH DIST. ENVII	in	CONTRACT LAB WORK	152.00
135284	03/24/2017	00555	CASCADE COLUMBIA DISTRIBUTION CO	in	SODIUM PERMANGANATE	1,512.50
135285	03/24/2017	00083	CASCADE NATURAL GAS	in	GAS SERVICE	1,632.16
135286	03/24/2017	05050	CENTRAL HOSE & FITTINGS INC	in	RAGS FOR WTP	74.93
135294	03/24/2017	06389	COLUMBIA ELECTRIC SUPPLY	in	LED UPGRADE	3,084.24
135294	03/24/2017	06389	COLUMBIA ELECTRIC SUPPLY	in	LED UPGRADE	657.24
135294	03/24/2017	06389	COLUMBIA ELECTRIC SUPPLY	in	LED UPGRADE	396.82
135294	03/24/2017	06389	COLUMBIA ELECTRIC SUPPLY	in	LED UPGRADE	2,858.08
135294	03/24/2017	06389	COLUMBIA ELECTRIC SUPPLY	in	LED UPGRADE	5,106.92
135294	03/24/2017	06389	COLUMBIA ELECTRIC SUPPLY	in	LED UPGRADE	498.47
135300	03/24/2017	04226	CONCRETE SPECIAL TIES	in	CONCRETE TOOLS	193.42
135301	03/24/2017	00657	CONFEDERATED TRIBES OF THE UMATIL	in	CULTURAL SERVICES	430.29
135301	03/24/2017	00657	CONFEDERATED TRIBES OF THE UMATIL	in	CULTURAL SERVICES AGREEMENT	289.03
135301	03/24/2017	00657	CONFEDERATED TRIBES OF THE UMATIL	in	CULTURAL SERVICES	641.88
135308	03/24/2017	06264	E H WACHS	in	ELBOW FOR SUCTION HOSE	387.23
135314	03/24/2017	09237	FIKES NORTHWEST CORP	in	AIR FRESHNER SVC	19.17
135315	03/24/2017	05910	FRANKLIN CONSERVATION DISTRICT	in	WATER ON WHEELS	18,222.60
135322	03/24/2017	07234	GROUNDWATER SOLUTIONS INC DBA GS	in	CONSULTANT AGREEMENT	4,527.50
135323	03/24/2017	00865	H D FOWLER COMPANY INC	in	2" AMS FOR UNDERWOOD PARK	275.78

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135325	03/24/2017	06569	HDR INC	in	CONSULTANT AGREEMENT	2,865.34
135332	03/24/2017	06486	ITRON, INC.	in	2017-2018 ANNUAL MAINTENANCE	5,494.10
135333	03/24/2017	04713	J-U-B ENGINEERS INC	in	CONSULTANT AGREEMENT	1,722.57
135333	03/24/2017	04713	J-U-B ENGINEERS INC	in	CONSULTANT AGREEMENT	5,220.00
135335	03/24/2017	00078	KENNEWICK INDUSTRIAL & ELEC	in	LAGOON SLUDGE PARTS	235.73
135335	03/24/2017	00078	KENNEWICK INDUSTRIAL & ELEC	in	LAGOON SLUDGE PARTS	11.10
135335	03/24/2017	00078	KENNEWICK INDUSTRIAL & ELEC	in	METER REPAIR ON RAINER	0.67
135335	03/24/2017	00078	KENNEWICK INDUSTRIAL & ELEC	in	PRV REPAIR ON COLORADO	18.81
135335	03/24/2017	00078	KENNEWICK INDUSTRIAL & ELEC	in	2" METER REPLACEMENT	6.35
135351	03/24/2017	03962	MUNICIPAL SVCS PETTY CASH	in	PETTY CASH FUND	92.07
135356	03/24/2017	08022	NORTHWEST BIOSOLIDS MANAGEMENT	in	ANNUAL MEMBERSHIP DUES	1,488.00
135364	03/24/2017	00917	OXARC, INC.	in	OXY FOR CUTTING TORCH	7.92
135364	03/24/2017	00917	OXARC, INC.	in	NEW TORCH HOSES	162.90
135364	03/24/2017	00917	OXARC, INC.	in	CO2 BOTLES & NEW HARNESS	212.83
135376	03/24/2017	06065	RH2 ENGINEERING INC	in	WATER MODELING SCS	2,164.61
135376	03/24/2017	06065	RH2 ENGINEERING INC	in	CONSULTANT AGREEMENT	1,535.45
135379	03/24/2017	08114	SERV-A-PURE COMPANY	in	LAB WATER TANK	190.00
135395	03/24/2017	06270	TRI-CITY SIGN & BARRICADE CONSTRU	in	LOCATE PAINT	278.23
135397	03/24/2017	00017	TWIN CITY METALS INC	in	LID PULLERS	45.87
135397	03/24/2017	00017	TWIN CITY METALS INC	in	METAL FOR BOOSTER STATIONS	4.89
135397	03/24/2017	00017	TWIN CITY METALS INC	in	METAL FOR VAC CON	100.03
135399	03/24/2017	04764	UNITED PARCEL SERVICE	in	SHIPPING	32.74
135400	03/24/2017	07925	USA BLUEBOOK	in	10 ML DPD DISPENSERS	406.09
135402	03/24/2017	00030	VERIZON NORTHWEST	in	AIR CARD FOR CAMERA PROJECT	66.46
135404	03/24/2017	04323	WA WATER POLICY ALLIANCE	in	WA WATER POLICY ALLIANCE	525.00
135405	03/24/2017	01035	WASHINGTON HARDWARE AND FURNITI	in	BOLTS FOR SLUDGE COLLECTOR	17.12
135405	03/24/2017	01035	WASHINGTON HARDWARE AND FURNITI	in	ZIP TIES	9.76
135412	03/24/2017	00355	WHITNEY EQUIPMENT CO INC	in	100 HP MOTOR	68,945.19
T 300285	03/24/2017	00167	WA STATE DEPT OF REVENUE	in	EXCISE TAX	51,018.66
T 300286	03/20/2017	05000	COMMERCIAL CARD SOLUTIONS JP MOR	in	EVERGREEN RURAL WATER OF WASHING	225.00
T 300286	03/20/2017	05000	COMMERCIAL CARD SOLUTIONS JP MOR	in	EVERGREEN RURAL WATER OF WASHING	225.00
T 300286	03/20/2017	05000	COMMERCIAL CARD SOLUTIONS JP MOR	in	WASHINGTON OPERATOR WORKSHOP RE	225.00
T 300286	03/20/2017	05000	COMMERCIAL CARD SOLUTIONS JP MOR	in	WASHINGTON OPERATOR WORKSHOP RE	225.00
T 300286	03/20/2017	05000	COMMERCIAL CARD SOLUTIONS JP MOR	in	WASHINGTON OPERATOR WORKSHOP RE	225.00
T 300286	03/20/2017	05000	COMMERCIAL CARD SOLUTIONS JP MOR	in	REPLACEMENT BATTERY FOR UTILITY L	114.02
T 300286	03/20/2017	05000	COMMERCIAL CARD SOLUTIONS JP MOR	in	HARDWARE FOR TV VAN WINCH	52.53
T 300286	03/20/2017	05000	COMMERCIAL CARD SOLUTIONS JP MOR	in	RAM LAPTOP MOUNTS FOR VEHICLE/TRI	336.23

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T	300286	03/20/2017	05000	COMMERCIAL CARD SOLUTIONS JP MOR	in	REPLACEMENT INTRUSION SWITCH FOR	67.50
T	300286	03/20/2017	05000	COMMERCIAL CARD SOLUTIONS JP MOR	in	REPLACEMENT BATTERY FOR WATER LA	114.02
T	300286	03/20/2017	05000	COMMERCIAL CARD SOLUTIONS JP MOR	in	EXTERNAL BATTERY FOR ON-CALL PHON	40.98
T	300286	03/20/2017	05000	COMMERCIAL CARD SOLUTIONS JP MOR	in	VIZIO 60" LED TV - WATER SUPERVISOR C	510.41
T	300286	03/20/2017	05000	COMMERCIAL CARD SOLUTIONS JP MOR	in	WALL MOUNT FOR NEW 60" TV - WATER S	10.37
T	300286	03/20/2017	05000	COMMERCIAL CARD SOLUTIONS JP MOR	in	LOGITECH MK550 KEYBOARD/MOUSE - W	24.98
T	300286	03/20/2017	05000	COMMERCIAL CARD SOLUTIONS JP MOR	in	HDMI CABLE AND DISPLAYPORT TO HDM	18.02
T	300286	03/20/2017	05000	COMMERCIAL CARD SOLUTIONS JP MOR	in	HOTEL PUGET SOUND WASTEWATER ENE	131.81
T	300286	03/20/2017	05000	COMMERCIAL CARD SOLUTIONS JP MOR	in	HOTEL PUGET SOUND WASTEWATER ENE	131.81
T	300286	03/20/2017	05000	COMMERCIAL CARD SOLUTIONS JP MOR	in	HOTEL PUGET SOUND WASTEWATER ENE	131.81
Total amount by Department							\$ 190,806.92
030 SEWER AREA CHARGE							
	135333	03/24/2017	04713	J-U-B ENGINEERS INC	in	CONSULTANT AGREEMENT	9,674.00
Total amount by Department							\$ 9,674.00
Total amount by Fund							\$ 258,736.96
402 MEDICAL SERVICES FUND							
010 MEDICAL SERVICES							
	135280	03/24/2017	05823	BLUMENTHAL UNIFORM & EQUIPMENT	in	CHIEF SHIRTS/TROUSERS	565.65
	135280	03/24/2017	05823	BLUMENTHAL UNIFORM & EQUIPMENT	in	LEATHER BELTS	25.73
	135281	03/24/2017	03495	BOUND TREE MEDICAL LLC	in	GENERAL MEDICAL SUPPLIES	127.30
	135281	03/24/2017	03495	BOUND TREE MEDICAL LLC	in	GENERAL MEDICAL SUPPLIES	115.90
	135281	03/24/2017	03495	BOUND TREE MEDICAL LLC	in	GENERAL MEDICAL SUPPLIES	63.51
	135283	03/24/2017	07715	CARDINAL HEALTH 411, INC	in	MEDICATION	83.72
	135291	03/24/2017	00695	COLUMBIA BASIN COLLEGE	in	WINTER17 ALS/OTEP CLASSES	1,394.40
	135291	03/24/2017	00695	COLUMBIA BASIN COLLEGE	in	WINTER17 ALS/OTEP CLASSES	-33.60
	135291	03/24/2017	00695	COLUMBIA BASIN COLLEGE	in	WINTER 2017 ALS / OTEP CLASSES	100.80
	135291	03/24/2017	00695	COLUMBIA BASIN COLLEGE	in	WINTER17 ALS/OTEP CLASSES	-50.40
	135320	03/24/2017	01775	GRAINGER	in	CAR WAS SUPPLIES	80.08
	135341	03/24/2017	08868	LIFE-ASSIST	in	IV & GENERAL MEDICAL SUPPLIES	620.45
	135341	03/24/2017	08868	LIFE-ASSIST	in	GENERAL MEDICAL SUPPLIES	584.66
	135341	03/24/2017	08868	LIFE-ASSIST	in	GENERAL MEDICAL SUPPLIES	112.56
	135341	03/24/2017	08868	LIFE-ASSIST	in	GENERAL MEDICAL SUPPLIES	143.35
	135364	03/24/2017	00917	OXARC, INC.	in	OXYGEN	149.14
	135364	03/24/2017	00917	OXARC, INC.	in	OXYGEN	101.08
	135364	03/24/2017	00917	OXARC, INC.	in	OXYGEN	59.33
	135401	03/24/2017	00030	VERIZON NORTHWEST	in	LIFE PACK AIR CARDS	120.12

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	135418	03/24/2017	06869	ZOLL MEDICAL CORPORATION	in	ECG SUPPLIES	964.37
	135418	03/24/2017	06869	ZOLL MEDICAL CORPORATION	in	THERMAL PAPER	213.72
T	300285	03/24/2017	00167	WA STATE DEPT OF REVENUE	in	EXCISE TAX	7,827.50
T	300286	03/20/2017	05000	COMMERCIAL CARD SOLUTIONS JP MOR	in	STATION OPERATING SUPPLIES: GEORGIA	75.90
T	300286	03/20/2017	05000	COMMERCIAL CARD SOLUTIONS JP MOR	in	STATION OPERATING SUPPLIES: ELECTRI	66.81
T	300286	03/20/2017	05000	COMMERCIAL CARD SOLUTIONS JP MOR	in	STATION OPERATING SUPPLIES: GEORGIA	70.00
T	300286	03/20/2017	05000	COMMERCIAL CARD SOLUTIONS JP MOR	in	STATION KITCHEN UTENSILS, COOKING S	70.23
T	300286	03/20/2017	05000	COMMERCIAL CARD SOLUTIONS JP MOR	in	STATION KITCHEN UTENSILS, COOKING S	35.84
T	300286	03/20/2017	05000	COMMERCIAL CARD SOLUTIONS JP MOR	in	COMPACT CORELESS BATH TISSUE; JET-E	33.60
T	300286	03/20/2017	05000	COMMERCIAL CARD SOLUTIONS JP MOR	in	STATION 1 - STAINLESS COOKWARE: POT	69.50
T	300286	03/20/2017	05000	COMMERCIAL CARD SOLUTIONS JP MOR	in	STATION 4 - KITCHEN UTENSILS & COOKI	58.38
T	300286	03/20/2017	05000	COMMERCIAL CARD SOLUTIONS JP MOR	in	STATION 1 - KITCHEN UTENSILS & COOKI	82.97
T	300286	03/20/2017	05000	COMMERCIAL CARD SOLUTIONS JP MOR	in	STATION 3 - KITCHEN UTENSILS & COOKI	29.30
T	300286	03/20/2017	05000	COMMERCIAL CARD SOLUTIONS JP MOR	in	STATION 2 - KITCHEN UTENSILS & COOKI	27.14
T	300286	03/20/2017	05000	COMMERCIAL CARD SOLUTIONS JP MOR	in	BOTTLED WATER (QTY.14) & STATION OPI	110.20
T	300286	03/20/2017	05000	COMMERCIAL CARD SOLUTIONS JP MOR	in	O'DELL PUSH BROOM HANDLE	7.57
T	300286	03/20/2017	05000	COMMERCIAL CARD SOLUTIONS JP MOR	in	STATION OPERATING SUPPLIES: ICE MEL	34.39
T	300286	03/20/2017	05000	COMMERCIAL CARD SOLUTIONS JP MOR	in	MISC. RADIO EQUIPMENT: VASTAR SOLD	127.12
T	300286	03/20/2017	05000	COMMERCIAL CARD SOLUTIONS JP MOR	in	COMMERCIAL HOSE ROLLERS FOR STATI	127.48
T	300286	03/20/2017	05000	COMMERCIAL CARD SOLUTIONS JP MOR	in	BOTTLE WATER (QTY.12) & STATION OPEF	55.06
T	300286	03/20/2017	05000	COMMERCIAL CARD SOLUTIONS JP MOR	in	ICC EDU-CODE TRAINING/HOTEL & SHUT	124.41
T	300286	03/20/2017	05000	COMMERCIAL CARD SOLUTIONS JP MOR	in	ICC EDU-CODE TRAINING - AIRFARE - HIN	80.50
T	300286	03/20/2017	05000	COMMERCIAL CARD SOLUTIONS JP MOR	in	ICC EDU-CODE TRAINING - REGISTRATIO	400.00
T	300286	03/20/2017	05000	COMMERCIAL CARD SOLUTIONS JP MOR	in	TURTLE WAX CAR WASH	76.44
T	300286	03/20/2017	05000	COMMERCIAL CARD SOLUTIONS JP MOR	in	ENMOTION PAPER TOWEL ROLLS; BRIGH	51.30
Total amount by Department							\$ 15,183.51
Total amount by Fund							\$ 15,183.51

403 BUILDING SAFETY FUND

010 BUILDING SAFETY

	135258	03/24/2017	00730	ADVANCE TRAVEL EXPENSE	in	REIMBURSE ADVANCE TRAVEL	128.00
	135329	03/24/2017	00006	IMPREST PETTY CASH FUND	in	PETTY CASH FUND	40.00
T	300285	03/24/2017	00167	WA STATE DEPT OF REVENUE	in	EXCISE TAX	18.17
T	300286	03/20/2017	05000	COMMERCIAL CARD SOLUTIONS JP MOR	in	HDMI CABLES FOR NEW MONITORS TON	17.35
T	300286	03/20/2017	05000	COMMERCIAL CARD SOLUTIONS JP MOR	in	DISPLAYPORT TO HDMI ADAPTERS FOR N	57.98
T	300286	03/20/2017	05000	COMMERCIAL CARD SOLUTIONS JP MOR	in	CODE LITERATURE FOR BOB AUVIL ORD	420.83
T	300286	03/20/2017	05000	COMMERCIAL CARD SOLUTIONS JP MOR	in	32" MONITORS & 5 YEAR MAINTENANCE	608.12

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T	300286	03/20/2017	05000	COMMERCIAL CARD SOLUTIONS JP MOR	in	HDMI CABLES FOR PLANNING NEW MON	17.35
T	300286	03/20/2017	05000	COMMERCIAL CARD SOLUTIONS JP MOR	in	DISPLAYPORT TO HDMI ADAPTERS FOR P	57.98
T	300286	03/20/2017	05000	COMMERCIAL CARD SOLUTIONS JP MOR	in	CELLPHONE CASE FOR BOBBY AUVIL	33.00
T	300286	03/20/2017	05000	COMMERCIAL CARD SOLUTIONS JP MOR	in	TAX ADJUSTMENT ON 53.99 CHARGE	-1.38
T	300286	03/20/2017	05000	COMMERCIAL CARD SOLUTIONS JP MOR	in	GEEK SQUAD 5 YEAR MAINTENANCE - 32	53.99
Total amount by Department							\$ 1,451.39
Total amount by Fund							\$ 1,451.39
405 STORMWATER UTILITY FUND							
010 STORMWATER							
	135269	03/24/2017	00214	BASIN DEPARTMENT STORE	in	CARHARTT BIB OVERALL	119.45
	135315	03/24/2017	05910	FRANKLIN CONSERVATION DISTRICT	in	WATER ON WHEELS	12,148.40
	135326	03/24/2017	01341	HOWELL, KEITH	in	OE BOOTS	217.19
	135351	03/24/2017	03962	MUNICIPAL SVCS PETTY CASH	in	PETTY CASH FUND	15.00
T	300285	03/24/2017	00167	WA STATE DEPT OF REVENUE	in	EXCISE TAX	1,555.66
T	300286	03/20/2017	05000	COMMERCIAL CARD SOLUTIONS JP MOR	in	SWANA MOLO COURSE FEE FOR JOSH SO	1,798.00
T	300286	03/20/2017	05000	COMMERCIAL CARD SOLUTIONS JP MOR	in	HOTEL FEES FOR JOSH SOGGIE TO ATTEN	393.96
T	300286	03/20/2017	05000	COMMERCIAL CARD SOLUTIONS JP MOR	in	HOTEL FEES FOR BOBBY FLORES TO ATT	393.96
Total amount by Department							\$ 16,641.62
Total amount by Fund							\$ 16,641.62
406 COLUMBIA PARK GOLF COURSE FUND							
010 COLUMBIA PARK GOLF COURSE							
	135415	03/24/2017	05761	WILLIAMS SCOTSMAN INC	in	CPGC ADA RAMP	281.27
Total amount by Department							\$ 281.27
Total amount by Fund							\$ 281.27
501 EQUIPMENT RENTAL FUND							
	135270	03/24/2017	04052	BATTERIES PLUS	in	BATTERY - SL165AGM	324.71
	135297	03/24/2017	08852	COMMERCIAL TIRE	in	TIRES - FIRESTONE	202.50
	135302	03/24/2017	07868	CORWIN FORD - TRI CITIES	in	BRAKE PADS	83.77
	135352	03/24/2017	08875	NAPA PASCO AUTO PARTS	in	INVENTORY	6.82
	135352	03/24/2017	08875	NAPA PASCO AUTO PARTS	in	INVENTORY	63.75
	135352	03/24/2017	08875	NAPA PASCO AUTO PARTS	in	HALOGEN LAMP	65.14
	135352	03/24/2017	08875	NAPA PASCO AUTO PARTS	in	INVENTORY	93.35

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135352	03/24/2017	08875	NAPA PASCO AUTO PARTS	in	FILTER OIL - 7502	36.60
135352	03/24/2017	08875	NAPA PASCO AUTO PARTS	in	INVENTORY	154.55
Total amount by Department						\$ 1,031.19
010 EQUIPMENT RENTAL						
135262	03/24/2017	05681	AMERIGAS PROPANE LP	in	PROPANE FOR VEH. 0401	30.43
135266	03/24/2017	00037	ART CARPENTER HARDWARE	in	QUICK LINKS FOR FLEET	6.87
135267	03/24/2017	01568	ATOMIC SCREEN PRINT & EMBROIDERY	in	PERSONALIZATION	16.29
135267	03/24/2017	01568	ATOMIC SCREEN PRINT & EMBROIDERY	in	PERSONALIZATION	16.29
135268	03/24/2017	04247	AUTOZONE	in	FUEL PUMP FOR VEHICLE 0123	195.88
135272	03/24/2017	03707	BAXTER AUTO PARTS	in	FUEL PUMP ASSY-VEH. 0069	157.95
135285	03/24/2017	00083	CASCADE NATURAL GAS	in	NATURAL GAS	231.35
135285	03/24/2017	00083	CASCADE NATURAL GAS	in	GAS SERVICE	15.59
135290	03/24/2017	01310	COLEMAN OIL COMPANY	in	FUEL CARD HOLDERS FOR FLEET	108.60
135290	03/24/2017	01310	COLEMAN OIL COMPANY	in	FLEETWIDE FUEL ACCT #0870469	15,267.62
135297	03/24/2017	08852	COMMERCIAL TIRE	in	TIRES FOR VEH. 0230	3,544.65
135302	03/24/2017	07868	CORWIN FORD - TRI CITIES	in	2017 FORD POLICE INTERCEPTOR	31,337.62
135302	03/24/2017	07868	CORWIN FORD - TRI CITIES	in	2017 FORD INTERCEPTOR SUV	37,548.27
135302	03/24/2017	07868	CORWIN FORD - TRI CITIES	in	2017 FORDINTERCEPTOR SEDAN	38,271.55
135302	03/24/2017	07868	CORWIN FORD - TRI CITIES	in	ELEMENT FOR VEH. 6004	66.59
135302	03/24/2017	07868	CORWIN FORD - TRI CITIES	in	SENSOR-VEHICLE 7351	183.49
135302	03/24/2017	07868	CORWIN FORD - TRI CITIES	in	SPARK PLUGS-VEH. 7372	66.53
135304	03/24/2017	09415	CUMMINS INC	in	GENSET SERVICE KFD#4	914.96
135304	03/24/2017	09415	CUMMINS INC	in	GENSET SERVICE KFD #2	902.19
135304	03/24/2017	09415	CUMMINS INC	in	GENSET SERVICE-KFD #1	892.44
135304	03/24/2017	09415	CUMMINS INC	in	GENSET SERVICE KFD #3	1,113.33
135304	03/24/2017	09415	CUMMINS INC	in	INSITE PRO SOFTWARE RENEWAL FOR FL	432.23
135312	03/24/2017	00166	FARMERS EXCHANGE	in	TORO 72" MOWER	28,735.56
135327	03/24/2017	08711	HUGHES FIRE EQUIPMENT INC	in	THREAD PEG - VEH. 2801	91.38
135327	03/24/2017	08711	HUGHES FIRE EQUIPMENT INC	in	SENSOR CODES - VEH. 2003	128.29
135327	03/24/2017	08711	HUGHES FIRE EQUIPMENT INC	in	WATER LEVEL GAUGE - VEH. 2307	256.57
135327	03/24/2017	08711	HUGHES FIRE EQUIPMENT INC	in	BENCH CUSHION-VEH. 2512	607.98
135338	03/24/2017	04325	KUSTOM SIGNALS INC	in	RU2 S/W PKG-VEHICLE 7805	755.00
135347	03/24/2017	01576	MID COLUMBIA FORKLIFT, INC.	in	REPLACEMENT FORKS-VEH 0401	733.05
135352	03/24/2017	08875	NAPA PASCO AUTO PARTS	in	JACK FOR VEH. 0425	304.07
135352	03/24/2017	08875	NAPA PASCO AUTO PARTS	in	BRAKE ROTORS FOR FLEET (RETURNED)	106.47
135352	03/24/2017	08875	NAPA PASCO AUTO PARTS	in	BRAKE ROTORS-VEHICLE 7372	164.40
135352	03/24/2017	08875	NAPA PASCO AUTO PARTS	in	CARB CLEANER-VEHICLE W021	6.49

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	135352	03/24/2017	08875	NAPA PASCO AUTO PARTS	in	CREDIT BRAKE ROTORS	-106.47
	135352	03/24/2017	08875	NAPA PASCO AUTO PARTS	in	COOLANT & WINDSHIELD FLUID	100.86
	135352	03/24/2017	08875	NAPA PASCO AUTO PARTS	in	HEATER HOSE- VEH. 0629	18.87
	135352	03/24/2017	08875	NAPA PASCO AUTO PARTS	in	OIL FILTER-VEH MET6	3.56
	135352	03/24/2017	08875	NAPA PASCO AUTO PARTS	in	SHOP SUPPLIES	25.99
	135352	03/24/2017	08875	NAPA PASCO AUTO PARTS	in	HEATER HOSE CONNECTOR-VEH. 0629	17.60
	135362	03/24/2017	04217	O'REILLY AUTO PARTS	in	HINGE PIN KIT-VEH. 0070	7.76
	135362	03/24/2017	04217	O'REILLY AUTO PARTS	in	HINGE PIN KIT-VEH. 0070	7.76
	135362	03/24/2017	04217	O'REILLY AUTO PARTS	in	FLOOR JACK FOR VEH. 0417	228.03
	135362	03/24/2017	04217	O'REILLY AUTO PARTS	in	FLOOR JACK	-152.05
	135362	03/24/2017	04217	O'REILLY AUTO PARTS	in	BRAKE PARTS-VEH. 0070	138.76
	135362	03/24/2017	04217	O'REILLY AUTO PARTS	in	CREDIT - FLOOR JACK-VEH. 0417	-76.01
	135364	03/24/2017	00917	OXARC, INC.	in	WELDING SUPPLIES FOR FLEET	21.28
	135364	03/24/2017	00917	OXARC, INC.	in	CITY SHOPS FIRE EXT. MAINT	23.57
	135366	03/24/2017	06241	PASCO TIRE FACTORY INC	in	TIRES FOR VEH. 0222	920.63
	135366	03/24/2017	06241	PASCO TIRE FACTORY INC	in	WHEEL INSTALL - VEH. 2105	575.58
	135366	03/24/2017	06241	PASCO TIRE FACTORY INC	in	WHEEL INSTALL - VEH. 2307	575.58
	135366	03/24/2017	06241	PASCO TIRE FACTORY INC	in	WHEEL INSTALL - VEH. 2004	575.58
	135366	03/24/2017	06241	PASCO TIRE FACTORY INC	in	WHEEL INSTALL - VEH. 2206	575.58
	135366	03/24/2017	06241	PASCO TIRE FACTORY INC	in	WHEEL INSTALL - VEH. 2802	758.57
	135372	03/24/2017	03803	RDO EQUIPMENT	in	SEAT & HDWE-VEHICLE 0419	1,217.55
	135383	03/24/2017	01022	SNAP ON INDUSTRIAL	in	TOOLS FOR FLEET	206.20
	135396	03/24/2017	04283	TURF STAR INC	in	TORO FIELD GROOMER	12,467.80
	135416	03/24/2017	01241	WOODPECKER TRUCK	in	OIL PAN & GASKET FOR VEH. 0156	2,054.15
	135416	03/24/2017	01241	WOODPECKER TRUCK	in	PAN GASKET-VEH. 0156	65.32
T	300285	03/24/2017	00167	WA STATE DEPT OF REVENUE	in	EXCISE TAX	2.23
T	300286	03/20/2017	05000	COMMERCIAL CARD SOLUTIONS JP MOR	in	TRANSACTION FEE FOR LICENSING/REGI	2.00
T	300286	03/20/2017	05000	COMMERCIAL CARD SOLUTIONS JP MOR	in	LICENSING/REGISTRATION FOR VEHICLE	47.75
T	300286	03/20/2017	05000	COMMERCIAL CARD SOLUTIONS JP MOR	in	PAINT MARKERS, NOTEBOOK AND CALEI	14.66
Total amount by Department							\$ 183,528.67
360 MISCELLANEOUS REVENUE							
T	300285	03/24/2017	00167	WA STATE DEPT OF REVENUE	in	EXCISE TAX	154.11
Total amount by Department							\$ 154.11
Total amount by Fund							\$ 184,713.97

502 CENTRAL STORES FUND

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Check #	Check Date	Vendor #	Vendor Name		Description of Services	Amount \$
135266	03/24/2017	00037	ART CARPENTER HARDWARE	in	SHOVELS	295.39
135267	03/24/2017	01568	ATOMIC SCREEN PRINT & EMBROIDERY	in	BALL CAPS	467.75
135320	03/24/2017	01775	GRAINGER	in	GLOVES - LINERS WINTER	166.56
135320	03/24/2017	01775	GRAINGER	in	BY-PASS PRUNER	21.24
135320	03/24/2017	01775	GRAINGER	in	SPRAY BOTTLE - 24 OZ	42.15
135320	03/24/2017	01775	GRAINGER	in	TAPE - TEFLON 1/2" X 520	159.68
135320	03/24/2017	01775	GRAINGER	in	RAKES & SHOVELS	579.13
135335	03/24/2017	00078	KENNEWICK INDUSTRIAL & ELEC	in	SPRINKLER/NOZZLES	1,692.21
135341	03/24/2017	08868	LIFE-ASSIST	in	BAND - AIDS FABRIC	52.69
135348	03/24/2017	01955	MID-AMERICAN RESEARCH CHEMICAL	in	GRAFFITI WIPES	630.31
135355	03/24/2017	02904	NORTHERN SAFETY CO., INC.	in	RUBBER GLOVES	124.72
135384	03/24/2017	02536	STAPLES BUSINESS ADVANTAGE STAPLE	in	TISSUE - BATH	1,858.69
135385	03/24/2017	00953	STELLAR INDUSTRIAL SUPPLY INC	in	EAR PLUGS	254.12
Total amount by Department						\$ 6,344.64
010 CENTRAL STORES						
135256	03/24/2017	01526	ABADAN	in	COPIER MAINTENANCE BIZHUB	816.65
135256	03/24/2017	01526	ABADAN	in	COPIER MAINTENANCE-CITY ATTORNEY	68.45
135256	03/24/2017	01526	ABADAN	in	WIDE FORMATS - FROST & CH MAINT	501.79
135337	03/24/2017	06231	KONICA MINOLTA BUSINESS SOLUTIONS	in	COPIERS BIZHUB C280 - PURCHASING	186.52
135337	03/24/2017	06231	KONICA MINOLTA BUSINESS SOLUTIONS	in	BIZHUB C654 - FROST	806.47
135337	03/24/2017	06231	KONICA MINOLTA BUSINESS SOLUTIONS	in	BIZHUB C284 - ENGINEERING	451.50
135337	03/24/2017	06231	KONICA MINOLTA BUSINESS SOLUTIONS	in	BIZHUB 601 - CITY HALL	265.47
135337	03/24/2017	06231	KONICA MINOLTA BUSINESS SOLUTIONS	in	BIZHUB C364 - PLANNING	388.08
135337	03/24/2017	06231	KONICA MINOLTA BUSINESS SOLUTIONS	in	BIZHUB 552 - PD RECORDS	330.25
135337	03/24/2017	06231	KONICA MINOLTA BUSINESS SOLUTIONS	in	BIZHUB C35 - SR CTR	102.39
135340	03/24/2017	06743	LEAF CAPITAL FUNDING LLC	in	COPIER RENTAL STA 61 & 62 - BH C35	137.45
135340	03/24/2017	06743	LEAF CAPITAL FUNDING LLC	in	C454E COPIER RENTAL - CITY HALL	207.29
135340	03/24/2017	06743	LEAF CAPITAL FUNDING LLC	in	C368 COPIER RENTAL - CITY ATTORNEY	166.17
135409	03/24/2017	04770	WEST COAST PAPER SOLUTIONS	in	8.5 X 11 COPY PAPER	2,423.96
Total amount by Department						\$ 6,852.44
Total amount by Fund						\$ 13,197.08
503 RISK MANAGEMENT FUND						
010 RISK MANAGEMENT						
135320	03/24/2017	01775	GRAINGER	in	SPRINKLER TRANSFORMER REPAIR	23.59
135373	03/24/2017	01314	REHN & ASSOCIATES, INC.	in	2017 HRA ROLLOVER ADMIN FEE	250.00
135381	03/24/2017	00680	SIERRA ELECTRIC, INC.	in	REPAIR STREET LIGHT	710.55

City of Kennewick
Claims Roster

3/11/2017 - 3/24/2017

Accounting Period

2018

	Check #	Check Date	Vendor #	Vendor Name		Description of Services	Amount \$
T	300286	03/20/2017	05000	COMMERCIAL CARD SOLUTIONS JP MOR	in	SAFETY LUNCHEON SUPPLIES 0	75.91
T	300286	03/20/2017	05000	COMMERCIAL CARD SOLUTIONS JP MOR	in	SAFETY AWARDS	27.13
T	300286	03/20/2017	05000	COMMERCIAL CARD SOLUTIONS JP MOR	in	SAFETY AWARDS	217.13
T	300286	03/20/2017	05000	COMMERCIAL CARD SOLUTIONS JP MOR	in	CARDSTOCK AND CUTTING OF POSTCAR	5.00
Total amount by Department							\$ 1,309.31
Total amount by Fund							\$ 1,309.31
611 FIREMEN'S PENSION FUND							
010 FIREMEN'S PENSION							
	135277	03/24/2017	04065	BERNA LETA	in	LEOFF 1 PENSION	282.48
	135289	03/24/2017	00127	CLEAVENGER, BUDDY L	in	LEOFF 1 PENSION	860.46
	135299	03/24/2017	00128	COMSTOCK, WILLIAM J	in	LEOFF 1 PENSION	694.31
	135306	03/24/2017	00121	DEINES, JAMES I	in	LEOFF 1 PENSION	2,419.66
	135309	03/24/2017	05685	ECKERT NANCY	in	LEOFF 1 PENSION	1,259.97
	135321	03/24/2017	00122	GRAVES, DONALD E	in	LEOFF 1 PENSION	2,128.57
	135369	03/24/2017	06700	PURDY PAULA	in	LEOFF 1 PENSION	804.41
	135374	03/24/2017	00145	REMUS, LARRY J	in	LEOFF 1 PENSION	810.49
	135380	03/24/2017	00148	SHAW, LEONARD	in	LEOFF 1 PENSION	590.14
	135382	03/24/2017	00150	SLEATER, LARRY L	in	LEOFF 1 PENSION	1,260.00
	135403	03/24/2017	00152	VICKERMAN THOMAS	in	LEOFF 1 PENSION	453.92
	135414	03/24/2017	00154	WILLEBY, DONALD R	in	LEOFF 1 PENSION	656.47
Total amount by Department							\$ 12,220.88
Total amount by Fund							\$ 12,220.88
642 METRO DRUG FORFEITURE FUND							
010 NONE							
T	300286	03/20/2017	05000	COMMERCIAL CARD SOLUTIONS JP MOR	in	MONTHLY SERVICE CHARGE	15.99
T	300286	03/20/2017	05000	COMMERCIAL CARD SOLUTIONS JP MOR	in	DVD'S FOR COPYING	60.78
T	300286	03/20/2017	05000	COMMERCIAL CARD SOLUTIONS JP MOR	in	OFFICE SUPPLIES	10.85
Total amount by Department							\$ 87.62
Total amount by Fund							\$ 87.62

City of Kennewick
Claims Roster

3/11/2017 - 3/24/2017

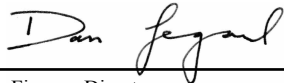
Accounting Period

2018

Check #	Check Date	Vendor #	Vendor Name	Description of Services	Amount \$
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Grand Total:					<u>\$ 1,555,484.74</u>
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I, Dan Legard, Finance Director, do hereby certify that the merchandise or services hereinbefore specified have been received, that any advance payment is due and payable pursuant to a contract or is available as an option for full or partial fulfillment of a contractual obligation and that the vouchers listed above are approved for payment this day.



Dan Legard, Finance Director

The payments on this claims roster are comprised of the following:

Check numbers 135228 through 135418	\$ 1,437,253.65
Wire transfer number 300284	217.00
Wire transfer number 300285	61,376.93
Wire transfer number 300286	56,637.16

Total	<u>\$ 1,555,484.74</u>
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The above total excludes checks written for payment of refunds and collected amounts due to other entities.

Exceptions:

Council Agenda Coversheet



Agenda Item Number	3.c.	Council Date	04/04/2017
Agenda Item Type	General Business Item		
Subject	Payroll Roster (PPE 3/15/2017)		
Ordinance/Reso #		Contract #	
Project #		Permit #	
Department	Finance		

Consent Agenda	☒
Ordinance/Reso	☐
Public Mtg / Hrg	☐
Other	☐
Quasi-Judicial	☐

Recommendation

That council approve the payroll roster.

Motion for Consideration

I move to approve the payroll roster in the amount of \$2,314,519.83, for the period ended 3/15/2017, comprised of check numbers 70973 through 71023 and direct deposit numbers 147035 through 147473.

Summary

None.

Alternatives

None.

Fiscal Impact

Total \$2,314,519.83.

Through

Phil Bleazard
Mar 20, 09:29:53 GMT-0700 2017

Dept Head Approval

Dan Legard
Mar 20, 09:47:50 GMT-0700 2017

City Mgr Approval

Marie Mosley
Mar 23, 08:32:25 GMT-0700 2017

Attachments: Roster

☐ Recording
Required?

April 4, 2017

All Departments:

March 15, 2017

ADMINISTRATIVE TEAM	3,561.25
CITY COUNCIL	3,621.00
CITY MANAGER	11,601.11
COMMUNITY PLANNING & ECONOMIC DEVELOPMENT	36,137.79
EMPLOYEE & COMMUNITY RELATIONS	56,147.70
ENGINEERING	53,222.59
FACILITIES & GROUNDS	72,994.60
FINANCE	42,412.37
FIRE	219,137.94
LEGAL SERVICES	20,602.71
MANAGEMENT SERVICES	74,202.59
POLICE	411,438.19
Subtotal General Fund	1,005,079.84
STREETS	18,722.58
TRAFFIC	18,592.10
Subtotal Street Fund	37,314.68
BI-PIN	6,015.41
BUILDING SAFETY	36,041.01
COMMUNITY DEVELOPMENT	3,846.48
CRIMINAL JUSTICE	60,346.99
EQUIPMENT RENTAL	11,489.03
MEDICAL SERVICES	136,104.55
RISK MANAGEMENT	3,920.47
STORMWATER UTILITY	14,780.55
WATER & SEWER	127,491.10
Subtotal Other Funds	400,035.59
Total Salaries and Wages	1,442,430.11
<u>Benefits:</u>	
Dental Insurance	40,860.23
Industrial Insurance	27,085.95
Life Insurance	3,361.80
Long Term Disability Insurance	4,313.91
Medical Insurance	589,722.40
Medical Retirement Account	2,925.00
Retirement	113,014.50
Social Security (FICA)	83,359.35
Vision Insurance	7,446.58
Total Benefits	872,089.72
Grand Total	<u>\$2,314,519.83</u>

I, Dan Legard, Finance Director, at the direction of the Council, do hereby certify that the Payroll hereinabove specified is approved for payment in the amount of \$2,314,519.83 comprised of check numbers 70973 through 71023 and direct deposit numbers 147035 through 147473.

Approved for payment:



Dan Legard, Finance Director

Council Agenda Coversheet 	Agenda Item Number	3.d.	Council Date	04/04/2017	Consent Agenda	☒	
	Agenda Item Type	Contract/Agreement/Lease				Ordinance/Reso	☐
	Subject	Wastewater Treatment Plant Upgrade Phase 1				Public Mtg / Hrg	☐
	Ordinance/Reso #		Contract #		Other	☐	
	Project #	P1512	Permit #		Quasi-Judicial	☐	
	Department	Public Works					

Recommendation

That City Council authorize the Mayor to sign the Supplemental Agreement No. 2 with JUB Engineers, Inc., for construction engineering services needed to complete the Wastewater Treatment Plant Phase 1 Upgrades.

Motion for Consideration

I move to authorize the Mayor to sign the Supplemental Agreement No. 2 with JUB Engineers, Inc., for construction engineering services needed to complete the Wastewater Treatment Plant Phase 1 Upgrades.

Summary

This supplemental agreement provides for the Construction Phase Services required to complete the Phase 1 improvements of the proposed four phase plan for the Wastewater Treatment Plant Upgrades.

With the design completed, the project has been advertised for bids. Due to the type of specialty work in the UV system being replaced and other highly technical aspects of the project, City staff requires assistance and the expertise required to insure a quality installation. This supplemental agreement provides the expertise and technical support of those portions of the work that are beyond our current capabilities within the department.

The construction phase includes replacement of the UV system, installation of backup generator power, overhead crane system for the influent pump system, influent flow meters, installation of a bypass valve system at the head end of the plant, and an activated sludge lagoon lift station.

Alternatives

None recommended

Fiscal Impact

Wastewater Treatment Plant Upgrade - 401.030.594.36.65.30	\$4,816,547 (incl. CWSRF loan funding of \$3,885,000)
Consultant Phase 1 Design	\$ 499,400
Consultant Phase 1 Construction	\$ 236,940

Through	Gary Deardorff Mar 28, 15:58:59 GMT-0700 2017	Attachments: Supplemental Agreement No. 2 Exhibit A1 Exhibit B Labor 2014 JUB Engineers Inc-Original Contract
Dept Head Approval	Cary Roe Mar 28, 19:27:09 GMT-0700 2017	
City Mgr Approval	Marie Mosley Mar 30, 12:33:02 GMT-0700 2017	

☐ **Recording Required?**

SUPPLEMENTAL AGREEMENT #2
Between Owner and Consultant

WASTEWATER TREATMENT PLANT – PHASE 1
CONSTRUCTION SERVICES

THIS SUPPLEMENTAL AGREEMENT, entered into this 4th day of April, 2017 by and between the City of Kennewick, 210 West 6th Avenue, Kennewick, Washington (hereinafter called the "OWNER"), and JUB Engineers, Inc., 2810 W. Clearwater Ave, Suite 201, Kennewick, Washington 99336 (hereinafter called the "CONSULTANT").

WITNESSETH:

WHEREAS, the Parties hereto previously entered into an agreement for professional engineering services to update the Wastewater Treatment Plant Facility Plan, said agreement being dated September 9, 2013; and

WHEREAS, the owner desires to have the Consultant perform additional services necessary to complete the work described in Section 2, SCOPE OF WORK of the Agreement; and

WHEREAS, both parties desire to supplement said Agreement by expanding the Scope of Work as described in the Consultant Scope Exhibit A1 and Exhibit B.

NOW, THEREFORE, in consideration of the promises, covenants, terms, conditions, and performance contained herein, or attached and incorporated and made a part hereof, the parties mutually agree that each and every provision of the original Agreement as supplemented shall remain in full force and effect, except as expressly modified in the following sections:

Section 5, PAYMENT, second paragraph, and Maximum Total Amount Payable are revised to read:

The CONSULTANT shall be paid **a combination of Lump Sum and Time & Materials with a total amount of \$1,130,000** by the OWNER to complete design services described in Exhibit A of the original agreement and construction phase services in Exhibit A1 of Supplemental Agreement No. 2 (attached).

The Maximum Total Amount Payable, by the OWNER to the CONSULTANT under this agreement, shall not exceed \$1,241,430 which includes the Management Reserve Funds.

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

CITY OF KENNEWICK, WASHINGTON

JUB ENGINEERS, INC.

Steve C. Young, Mayor

Troy Green, P.E. – Executive Vice President

**J-U-B ENGINEERS, Inc.
AGREEMENT FOR PROFESSIONAL SERVICES**

Exhibit A1 – Scope of Services, Schedule, and Basis of Fee

**WWTP Phase 1 Upgrades
UV Disinfection and Miscellaneous Improvements**

The City of Kennewick (CLIENT) Agreement between Owner and Consultant is amended and supplemented to include the following provisions regarding the Scope of Services, Schedule of Services, and the Basis of Fee:

For the purposes of this attachment, 'Agreement for Professional Services' and 'the Agreement' shall refer to the document entitled 'Agreement between Owner and Consultant,' executed between J-U-B and CLIENT on September 3, 2013 to which this exhibit and any other exhibits have been attached.

OBJECTIVE/ BACKGROUND

The City's Facility Plan for the wastewater treatment plant (WWTP) identified multiple projects that were deemed necessary over the course of the 20-year planning period (Task 100 – Pre-Design Phase Services). Phasing was also developed to prioritize those improvements that were most critical for retaining adequate treatment capacity, maintaining reliable operation, and satisfying known permit conditions. The Agreement and subsequent Supplement No. 1 (July 21, 2015) defined the scope of work for design and bidding support. This Amendment to the Agreement addresses the Construction Phase Services for the Phase 1 projects and generally includes the following:

- Headworks and Influent Pump Station improvements: influent bypass; lift station monorail for pump removal and maintenance; and influent flow measurement via electromagnetic (mag) flow meters on the forcemains.
- Final Clarifier improvements: structural rehabilitation of Final Clarifiers 1 and 2; and a new, portable solids handling pump.
- UV disinfection system: replacing the existing UV system with a new system and adding an emergency generator.
- Aerated Sludge Lagoon Effluent Lift Station: retrofitting an existing control manhole to incorporate a simplex pump station to return effluent from the Aerated Sludge Lagoon (ASL) to the biological treatment process.

SCOPE OF SERVICES

- A. BASIC SERVICES:** J-U-B's basic services under this agreement are limited to the following:

TASK 400 –CONSTRUCTION PHASE AND POST-CONSTRUCTION PHASE SERVICES

General: CLIENT will perform all Construction Administration and Observation services during the Construction Phase. J-U-B will provide design staff who worked on the project to be available to respond to CLIENT directed questions, as well as construction observation staff if appropriate for particular situations during construction. The following tasks may be performed by J-U-B at the CLIENT'S request, and supplemented by the attached **Standard Exhibit B – Construction Phase Services**.

Subtask 001 – General Administration, Invoices

J-U-B shall oversee project tasks and coordinate with CLIENT representatives to manage the scope, schedule, budget and work plan for the construction phase. J-U-B invoices will be prepared and submitted to the CLIENT on a monthly basis and will include a brief status update outlining work accomplished during the billing period.

Deliverables:

- ☐ Monthly invoices and Project Status Updates

Subtask 002 – Construction Contract Administration

CLIENT will perform all Construction Contract Administration services. Upon specific request from CLIENT, J-U-B will provide general assistance during construction, review of monthly pay requests, from CLIENT, and the following:

- Assistance in preparing a Construction Quality Assurance Plan (CQAP) per WAC 173-240-075 prior to construction.
- Assistance in preparing a Plan of Interim Operations per WAC 173-240-070 prior to construction.

Subtask 003 – Pre-Construction Conference and Construction Progress Meetings

It is assumed that CLIENT will prepare, conduct, and administer the Pre-Construction Meeting and Construction Progress Meetings on-site (estimated at every two weeks) during periods of site activity to facilitate communications. CLIENT will prepare and distribute meeting notes to all attendees and interested parties. J-U-B will attend and provide assistance during the pre-construction and progress meetings upon specific request from CLIENT.

Subtask 004 – Submittal and RFI Reviews

It is assumed that CLIENT will receive and process all Submittals and Requests for Information (RFIs) from Contractor and involve J-U-B at the CLIENT's discretion. Upon specific request from CLIENT, J-U-B will review project submittals and RFIs presented by the Contractor for general conformance with the Contract Documents. A total of ten (10) major equipment / structure submittals are expected in addition to forty (40) minor submittals or RFIs.

Upon specific request from CLIENT, J-U-B will review draft and final Operation and Maintenance Manuals submitted by Contractor for the following equipment items (and/or as requested by CLIENT): monorail system, UV system, ASL pump, standby generator.

Subtask 005 – Clarifications and Interpretations, Field Orders, Change Orders, and Work Change Directives

J-U-B will provide assistance with Clarifications and Interpretations, Field Orders, Change Orders, and Work Change Directives as specifically requested by CLIENT in accordance with the attached **Standard Exhibit B – Construction Phase Services**.

Subtask 006 – Periodic Site Visits

It is assumed that CLIENT will perform Construction Observation services during the Construction Phase. Upon specific request by CLIENT, J-U-B will perform periodic site visits in accordance with **Standard Exhibit B – Construction Phase Services**.

Per IBC requirements, compaction and special inspections testing for structures will be performed by an independent third party to be contracted and paid for by CLIENT directly.

This scope does NOT include material testing and assumes that the CLIENT will pay for these services.

Subtask 007 – Equipment Testing, Start-up, and Commissioning

J-U-B will perform site visits during equipment start-up operations and testing to review items for general conformance to the project specifications for the following systems, and / or as specifically requested by the CLIENT:

- UV Disinfection Equipment
- Standby Generator
- Electrical and Controls System (for new UV system)
- ASL pump

Start-up operations are expected to occur over three continuous days. Performance testing, if required by the project specifications, will be completed by Contractor's and CLIENT's staff with general review by J-U-B.

Subtask 008 – Punchlist and Close-out

Upon specific request by the CLIENT, J-U-B will assist with the following items:

- Conduct site review with CLIENT and contractor to identify any work that is incomplete or requires correction prior to achieving Substantial Completion. Prepare project punchlist as necessary and review correction of deficient work.
- Provide a recommendation of Substantial Completion when, based on ENGINEER's opinion, the project is ready for its intended use.
- Provide a recommendation of Final Completion upon completion of all incomplete or deficient work.

Subtask 009 – Record Drawings

J-U-B will review record drawing information provided by others (contractor, CLIENT, vendors/suppliers, etc.) and request additional information as considered necessary. Record surveying will not be completed, unless specifically requested by CLIENT. J-U-B will integrate record drawing information provided by others and ENGINEER's observations while on-site into a Record Drawing set. J-U-B will submit record drawings for CLIENT's files (one copy) and submittal to WDOE (one copy). Hard copy submission shall be on 22" x 34" mylar sheets (one copy) and 11" x 17" paper sheets (one copy); electronic copies shall be in PDF format.

Subtask 010 – Engineer's O & M Update

J-U-B will convert the City's existing 2011 electronic O & M manual to a universal web and mobile format. The new web format will enhance the user experience because of its portable availability and simplicity of use. The updated manual will also include an updated front page with a navigable overview picture of the plant. The manual will be delivered on CD's and can be installed and hosted from a web server environment. The manual will also be designed to be scalable, meaning it will easily incorporate revisions for new equipment and infrastructure additions in the future.

J-U-B will then supplement the conversion of City's existing 2011 O&M manual to include the ENGINEER's operation and maintenance manual pertaining to the upgrades in this Phase 1 upgrade project.

B. ADDITIONAL SERVICES: The following Additional Services are not included in J-U-B's current scope under this Agreement. If authorized in writing by CLIENT, J-U-B shall furnish or obtain from others Additional Services of the types listed below.

1. Services that are identified as CLIENT's Responsibilities or are not specifically listed under Basic Services.
2. Topographical survey beyond the limits noted above, boundary survey, property line mapping, negotiations and preparation of legal descriptions for easements.
3. Assistance with right-of-way and easement acquisition
4. Geotechnical evaluation beyond that delineated in the preceding pages
5. Dewatering and hydrogeological engineering services. It is anticipated that dewatering will not be required.
6. PLC and HMI programming.
7. Radio licensing agreements and amendments.
8. Post-Construction Phase Services.
9. Coordination, testing, documentation, administration, etc. of ENERGY GRANTS
10. Construction survey staking.

C. CLIENT'S RESPONSIBILITIES: In addition to other responsibilities of CLIENT as set forth in this Agreement, CLIENT shall at its expense:

1. Construction Phase:
 - a. Provide observation and coordination of inspections and testing of all Construction Phase Services.
2. Post-Construction Phase:
 - a. Provide all Post-Construction Phase Services except for preparation of Record Drawings.

SCHEDULE OF SERVICES

Predicated upon timely receipt of CLIENT-provided information, typical review periods, and active direction during work, J-U-B anticipates the following schedule for the Services listed:

Task Number	Task Name	Anticipated Schedule
400	Construction Phase Services	As needed during construction
500	Management Reserve	To be determined

BASIS OF FEE

CLIENT shall pay J-U-B for Basic Services set forth in Attachment 1 as follows:

- For Lump Sum fees:
 - The portion of the Lump Sum amount billed for J-U-B's services will be based upon J-U-B's estimate of the percentage of the total services actually completed during the billing period.
- For Time and Materials fees:
 - CLIENT shall pay J-U-B an amount equal to the cumulative hours charged to the Project by each class of J-U-B's personnel times Standard Hourly Rates for each applicable billing class for all services performed on the Project, plus Reimbursable Expenses and J-U-B's charges, if any.
 - The Standard Hourly Rates and Reimbursable Expenses Schedule will be adjusted annually in January of each year to reflect equitable changes in the compensation payable to J-U-B.
 - J-U-B's estimate of the amounts that will become payable for specified services are only estimates for planning purposes, are not binding on the parties, and are not the minimum or maximum amounts payable to J-U-B under the Agreement. When estimated compensation amounts have been stated herein and it subsequently becomes apparent to J-U-B that the total compensation amount thus estimated will be exceeded, J-U-B shall give CLIENT written notice thereof, allowing CLIENT to consider its options, including suspension or termination of J-U-B's services for CLIENT's convenience.

The fee types and amounts for each task are presented in the following table:

Task Number	Task Name	Fee Type	Amount
400	Construction Phase Services	Time and Materials (Estimated Fee)	\$215,400

PERIOD OF SERVICE

The compensation amount stipulated above is conditioned on a period of service not exceeding 12 months. If such period of service is extended, the compensation amount for J-U-B's services shall be appropriately adjusted.

J-U-B ENGINEERS, Inc.
AGREEMENT FOR PROFESSIONAL SERVICES

Standard Exhibit B – Construction Phase Services

The Agreement for Professional Services is amended and supplemented to include the following agreement of the parties with respect to Services during the construction phase of the Project.

For the purposes of this exhibit, 'Agreement for Professional Services' and 'the Agreement' shall refer to the document entitled 'Agreement for Professional Services,' executed between J-U-B and CLIENT to which this exhibit and any other exhibits have been attached.

For the purposes of this exhibit, the term 'Contract Documents,' shall be defined as documents that establish the rights and obligations of the parties engaged in construction and include the Construction Agreement between CLIENT and contractor, Addenda (which pertain to the Contract Documents), contractor's bid (including documentation accompanying the bid and any post-bid documentation submitted prior to the notice of award) when attached as an exhibit to the Construction Agreement, the notice to proceed, the bonds, appropriate certifications, the General Conditions, the Supplementary Conditions, the Specifications and the Drawings, together with all Written Amendments, Change Orders, Work Change Directives, Field Orders, and J-U-B's written interpretations and clarifications issued on or after the Effective Date of the Construction Agreement. Shop Drawings and the reports and drawings of subsurface and physical conditions are not Contract Documents.

For the purposes of this exhibit, the term 'Work,' shall be defined as the entire completed construction or the various separately identifiable parts thereof required to be provided by the construction contractor under the Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction, and furnishing, installing, and incorporating all materials and equipment into such construction; all as required by the Contract Documents.

For the purposes of this exhibit, the term 'Site,' shall be defined as lands or areas indicated in the Contract Documents as being furnished by CLIENT upon which the Work is to be performed, including rights-of-way and easements for access thereto, and such other lands furnished by CLIENT which are designated for the use of contractor.

CONSTRUCTION PHASE SERVICES

J-U-B shall provide Construction Phase Services as agreed below. There is a "Yes" and "No" box to the left of each Service. If a box is marked "Yes", J-U-B agrees to perform the Service listed. If a box is marked "No", J-U-B undertakes no duty to perform the Service listed. If a duty or a condition of performance is listed below that is a responsibility of CLIENT, CLIENT's agreement to perform the same is assumed.

It is understood and agreed that J-U-B shall not, during the performance of Services, or as a result of observations of the Work in progress, supervise, direct, or have control over contractor(s) Work; nor shall J-U-B have authority over or responsibility for the means, methods, techniques, sequences or procedures of construction selected by contractor(s), for safety precautions and programs incident to the Work of the contractor(s) or for any failure of contractor(s) to comply with laws, rules, regulations, ordinances, codes or orders applicable to contractor(s) furnishing and performing their Work or providing any health and safety precautions required by any regulatory agencies. Accordingly, J-U-B does not guarantee or warrant the performance of the construction contracts by contractor(s) nor assume responsibility of contractor(s) failure to furnish and perform their Work in accordance with the Contract Documents.

The CLIENT agrees that the general contractor shall be solely responsible for jobsite safety, and warrants that this intent shall be carried out in the CLIENT's contract with the general contractor. The CLIENT also agrees that the CLIENT, J-U-B and J-U-B's subconsultants shall be indemnified by the general contractor in the event of general contractor's failure to assure jobsite safety and shall be named as additional insureds under the general contractor's policies of general liability insurance.

Construction Phase

After receiving written authorization from CLIENT to proceed with the construction phase, J-U-B may provide the following Services with respect to this part of the Project:

- | | |
|------------------------------|--|
| ☐ Yes | 1. <i>General Administration of the Contract Documents.</i> Consult with, advise, and assist CLIENT in J-U-B's role as CLIENT's representative. Relevant J-U-B communications with contractor shall be imputed to the CLIENT. Nothing contained in this Standard Exhibit B creates a duty in contract, tort, or otherwise to any third party; but, instead, the duties defined herein are performed solely for the benefit of the CLIENT. CLIENT shall agree to include this language in any such agreements it executes with contractor, subcontractors or suppliers. |
| ☐ No | |
| ☐ Yes | 2. <i>Pre-Construction Conference.</i> Participate in a pre-construction conference. |
| ☐ No | |

3. *Visits to Site and Observation of Construction / Resident Project Representative (RPR) Services.* In connection with observations of the Work while it is in progress:

☐ Yes

☐ No

a. *Periodic Site Visits by J-U-B.* Make visits to the Site at intervals appropriate to the various stages of construction, as J-U-B deems necessary, to observe as an experienced and qualified design professional the progress and quality of the Work. Such visits and observations, if any, are not intended to be exhaustive or to extend to every aspect of the Work or to involve detailed inspections of the Work beyond the responsibilities specifically assigned to J-U-B in this Agreement, but rather are to be limited to spot checking, selective sampling, and similar methods of general observation of the Work based on J-U-B's exercise of professional judgment as assisted by the RPR, if any. Based on information obtained during such visits and observations, J-U-B will determine in general, for the benefit of CLIENT, if the Work is proceeding in accordance with the Contract Documents, and J-U-B shall keep CLIENT informed of the progress of the Work.

☐ Yes

☐ No

b. *Resident Project Representative ("RPR").* When requested by CLIENT, provide the Services of a RPR at the Site to provide more extensive observation of the Work. Duties, responsibilities, and authority of the RPR, are as set forth in the section entitled Resident Project Representative, herein. Through more extensive observations of the Work and field checks of materials and equipment by RPR, J-U-B shall endeavor to provide further protection to the CLIENT against defects and deficiencies in the Work. The furnishing of such RPR's Services will not extend J-U-B's responsibilities or authority beyond the specific limits set forth elsewhere in this Agreement.

☐ Yes

☐ No

4. *Defective Work.* Recommend to CLIENT that the Work be disapproved and rejected while it is in progress if J-U-B believes that such Work does not conform generally to the Contract Documents or that the Work will prejudice the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents.

☐ Yes

☐ No

5. *Clarifications and Interpretations; Field Orders.* Recommend to CLIENT necessary clarifications and interpretations of the Contract Documents as appropriate to the orderly completion of the Work. Such clarifications and interpretations will be consistent with the intent of and reasonably inferable from the Contract Documents. Based on J-U-B's recommendations, CLIENT may issue Field Orders authorizing minor variations from the requirements of the Contract Documents.

☐ Yes

☐ No

6. *Change Orders, and Work Change Directives.* Recommend to CLIENT Change Orders or Work Change Directives, as appropriate, and prepare required documents for CLIENT consideration. CLIENT may issue Change Orders or Work Change Directives authorizing variations from the requirements of the Contract Documents.

☐ Yes

☐ No

7. *Shop Drawings and Samples.* Review or take other appropriate action in respect to Shop Drawings, Samples, and other data that contractor is required to submit, but only for conformance with the design concept of the Project and compliance with the information given in the Contract Documents. Such reviews or other action shall not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions and programs incident thereto.

☐ Yes

☐ No

8. *Substitutes.* Consult with and advise CLIENT concerning, and determine the acceptability of, substitute materials and equipment proposed by contractor.

☐ Yes

☐ No

9. *Inspections and Tests.* Make recommendations to CLIENT concerning special inspections or tests of the Work, and the receipt and review of certificates of inspections, testing, and approvals required by laws and regulations and the Contract Documents (but only to determine generally that the results certified indicate compliance with the Contract Documents).

- ☐ Yes 10. *Disagreements between CLIENT and Contractor.* Assist CLIENT in rendering formal written decisions on claims of CLIENT and contractor relating to the acceptability of the Work or the interpretation of the requirements of the Contract Documents pertaining to the execution and progress of the Work. In assisting in such decisions, J-U-B shall not be liable in connection with any decision rendered in good faith.
- ☐ No
-
- ☐ Yes 11. *Applications for Payment.* Based on J-U-B's on-site observations as an experienced and qualified design professional, and upon written request of CLIENT, review Applications for Payment and the accompanying supporting documentation. Assist CLIENT in determining the amounts owed to contractor and, if requested by CLIENT, recommend in writing to CLIENT that payments be made to contractor in such amounts. Such recommendations of payment will constitute a representation to CLIENT that, to the best of J-U-B's knowledge, information, and belief, the Work has progressed to the point indicated, the quality of such Work is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, and subject to any subsequent tests called for in the Contract Documents or to any other qualification stated in the recommendation), and the conditions precedent to contractor's being entitled to such payments appear to have been fulfilled insofar as it is J-U-B's responsibility to observe the Work. In the case of unit price Work, J-U-B's recommendation of payment will include final determinations of quantities and classifications of the Work (subject to any subsequent adjustments allowed by the Contract Documents). By recommending any payment and after reasonable inquiry, J-U-B shall not thereby be deemed to have represented that exhaustive, continuous, or detailed reviews or examinations have been made by J-U-B to check the quality or quantity of the Work as it is furnished and provided beyond the responsibilities specifically assigned to J-U-B in this Agreement and the Contract Documents. J-U-B's review of the Work for the purposes of recommending payments will not impose on J-U-B the responsibility to supervise, direct, or control such Work, or for the means, methods, techniques, sequences, or procedures of construction or safety precautions or programs incident thereto, or contractor's compliance with laws and regulations applicable to its furnishing and performing the Work. J-U-B's review will also not impose responsibility on J-U-B to make any examination to ascertain how or for what purposes contractor has used monies paid to contractor by CLIENT; to determine that title to any of the Work, including materials or equipment, has passed to CLIENT free and clear of any lien, claims, security interests, or encumbrances; or that there may not be other matters at issue between CLIENT and contractor that might affect the amount that should be paid.
- ☐ No
-
- ☐ Yes 12. *Contractor's Completion Documents.* Receive and review maintenance and operating instructions, schedules, guarantees, bonds and certificates of inspection, tests and approvals, Shop Drawings, Samples, other data approved, and the annotated record documents which are to be assembled by contractor in accordance with the Contract Documents (such review will only be to determine generally that their content complies with the requirements of, and in the case of certificates of inspection, tests, or approvals indicates compliance with, such Contract Documents); transmit them to CLIENT with written comments.
- ☐ No
-
- ☐ Yes 13. *Substantial Completion.* Promptly after notice from CLIENT that contractor considers the Work for this part of the Project is ready for its intended use, in company with CLIENT and contractor, conduct a site visit to determine if the Work is substantially complete. Provide recommendation to CLIENT relative to issuance of Certificate of Substantial Completion.
- ☐ No
-
- ☐ Yes 14. *Final Notice of Acceptability of the Work.* Assist CLIENT in conducting a final inspection to determine if the completed Work is acceptable so that J-U-B may recommend, in writing, that final payment be made to contractor.
- ☐ No
-
- ☐ Yes 15. *Additional Tasks.* Perform or provide the following additional construction phase tasks or deliverables as delineated in Attachment 1 – Scope of Services and/or Schedule and/or Basis of Fee, which is included with the Agreement.
- ☐ No

General Limitation of Responsibilities. J-U-B shall not be responsible for the acts or omissions of any contractor or of any of their subcontractors, suppliers, or any other individual or entity performing or furnishing any of the Work. J-U-B shall not be responsible for failure of any contractor to perform or furnish the Work in accordance with the Contract Documents. CLIENT shall agree to include this language in any such agreements it executes with contractor, subcontractors or suppliers.

J-U-B's Construction Phase Services will be considered complete on the date of Final Notice of Acceptability of the Work.

Post-Construction Phase

After receiving authorization from CLIENT to proceed with the post-construction phase, J-U-B may:

- | | | |
|------------------------------|----|---|
| ☐ Yes | 1. | <i>Testing/Adjusting Systems.</i> Provide assistance in connection with the testing and adjusting of equipment or systems. |
| ☐ No | | |
| ☐ Yes | 2. | <i>Operate/Maintain Systems.</i> Assist CLIENT in coordinating training for CLIENT's staff to operate and maintain equipment and systems. |
| ☐ No | | |
| ☐ Yes | 3. | <i>Control Procedures.</i> Assist CLIENT in developing procedures for control of the operation and maintenance of, and recordkeeping for, equipment and systems. |
| ☐ No | | |
| ☐ Yes | 4. | <i>O&M Manual.</i> Assist CLIENT in preparing operating, maintenance, and staffing manuals. |
| ☐ No | | |
| ☐ Yes | 5. | <i>Defective Work.</i> Together with CLIENT, visit the Project to observe any apparent defects in the Work, assist CLIENT in consultations and discussions with contractor concerning correction of any such defects, and make recommendations as to replacement or correction of Defective Work, if present. |
| ☐ No | | |
| ☐ Yes | 6. | <i>Record Surveying.</i> Provide field surveying of readily accessible elements of the final completed construction to supplement the preparation of Record Drawings. |
| ☐ No | | |
| ☐ Yes | 7. | <i>Record Drawings.</i> Furnish a set of reproducible prints of Record Drawings showing significant changes made during the construction process, based on the annotated record documents for the Project furnished by the contractor. |
| ☐ No | | |
| ☐ Yes | 8. | <i>Warranty Inspection.</i> In company with CLIENT or CLIENT's representative, provide an inspection of the Project within one month before the end of the contractor correction period to ascertain whether any portion of the Work is subject to correction. |
| ☐ No | | |
| ☐ Yes | 9. | <i>Additional Tasks.</i> Perform or provide the following additional post-construction phase tasks or deliverables as listed in Attachment 1 - Scope of Services and/or Schedule and/or Basis of Fee, which is included with the Agreement. |
| ☐ No | | |

The Post-Construction Phase Services may commence during the construction phase and, if not otherwise modified by the mutual agreement of CLIENT and J-U-B, will terminate at the end of the correction period.

CONSTRUCTION PHASE ADDITIONAL SERVICES

If authorized by CLIENT and expressly agreed by J-U-B; or, if performed by J-U-B with the knowledge of the CLIENT after the signing of the Agreement for Professional Services, J-U-B shall furnish or obtain from others Additional Services of the types listed in this paragraph:

1. Services in connection with Work Change Directives and Change Orders to reflect changes requested by CLIENT if the resulting change in compensation for Construction Phase Services is not commensurate with the Services rendered; Services in making revisions to Drawings and Specifications occasioned by the acceptance of substitutions proposed by contractor and Services after the award of the contract; Services in evaluating and determining the acceptability of an unreasonable or excessive number of substitutions proposed by contractor; and Services resulting from significant delays, changes, or price increases occurring as a direct or indirect result of material equipment, or energy shortages.
2. Services involving out-of-town travel required of J-U-B other than visits to the Site or CLIENT's office.
3. Assistance in connection with bid protests, rebidding, or renegotiating the Construction Agreement.
4. Services in connection with any partial utilization of the Work by CLIENT prior to Substantial Completion.
5. Additional or extended Services during construction of the Work made necessary by (a) emergencies or acts of God endangering or delaying the Work, (b) the discovery of constituents of concern, (c) Work damaged by fire or other cause during construction, (d) a significant amount of defective Work, (e) acceleration of the progress schedule involving Services beyond normal working hours, and (f) default by contractor, including extensions of the construction period.
6. Evaluating an unreasonable number of claims submitted by contractor or others in connection with the Work.
7. Protracted or extensive assistance in refining and adjusting any equipment or system (such as initial startup, testing, adjusting, and balancing).
8. Services or consultations after completion of the construction phase, such as excessive inspections during any correction period and reporting observed discrepancies under guarantees called for in the Construction Agreement for the Work (except as agreed to under Construction Phase Services).
9. Preparing to serve or serving as a consultant or witness for CLIENT in any litigation, arbitration, or other legal or administrative proceeding involving the Project to which J-U-B has not been made a party.
10. Additional Services in connection with the Work, including Services which are to be furnished by CLIENT and Services not otherwise provided for in this Agreement.

RESIDENT PROJECT REPRESENTATIVE

If provided as part of Construction Phase Services, J-U-B shall furnish a Resident Project Representative ("RPR"), assistants, and other field staff to assist J-U-B in observing progress and quality of the Work. The RPR, assistants, and other field staff may provide full-time representation or may provide representation to a lesser degree.

Through such additional observations of the Work and field checks of materials and equipment by the RPR and assistants, J-U-B shall endeavor to provide further protection for CLIENT against defects and deficiencies in the Work. It is understood and agreed that J-U-B shall not, during the performance of Services, or as a result of observations of the Work in progress, supervise, direct, or have control over contractor(s)' Work; nor shall J-U-B have authority over or responsibility for the means, methods, techniques, sequences or procedures of construction selected by contractor(s), for safety precautions and programs incident to the Work of the contractor(s) or for any failure of contractor(s) to comply with laws, rules, regulations, ordinances, codes or orders applicable to contractor(s) furnishing and performing their Work or providing any health and safety precautions required by any regulatory agencies. Accordingly, J-U-B does not guarantee or warrant the performance of the construction contracts by contractor(s) nor assume responsibility of contractor(s)' failure to furnish and perform their Work in accordance with the Contract Documents.

The RPR's duties under this Agreement shall be strictly limited to the following:

1. *General.* RPR is J-U-B's agent at the Site, will act as directed by and under the supervision of J-U-B, and will confer with J-U-B regarding RPR's actions.
2. *Schedules.* Review the progress schedule, schedule of Shop Drawing and Sample submittals, and schedule of values prepared by contractor and consult with CLIENT concerning acceptability of such schedules.
3. *Conferences and Meetings.* When requested by CLIENT to do so, attend meetings with contractor, such as preconstruction conferences, progress meetings, job conferences, and other project-related meetings.
4. *Liaison.* Serve as J-U-B's liaison with CLIENT.

5. *Interpretation of Contract Documents.* Report to CLIENT when clarifications and interpretations of the Contract Documents are needed.
6. *Shop Drawings and Samples.* Receive and record date of receipt of reviewed Samples and Shop Drawings.
7. *Modifications.* Consider and evaluate contractor's suggestions for modifications to Drawings or Specifications and report, with RPR's recommendations, to CLIENT. Transmittal to contractor of written decisions as issued by J-U-B will be in writing.
8. *Review of Work and Rejection of Defective Work.*
 - a) Conduct on-site observations of the Work to assist J-U-B in determining if the Work is, in general, proceeding in accordance with the Contract Documents.
 - b) Report to CLIENT whenever RPR believes that any part of the Work in progress will not produce a completed Project that conforms generally to the Contract Documents or will prejudice the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents; has been damaged; or does not meet the requirements of any inspection, test, or approval required to be made. Advise CLIENT of that part of the Work that RPR believes should be corrected, rejected, or uncovered for observation, or that requires special testing, inspection, or approval.
9. *Inspections, Tests, and System Startups.*
 - a) Advise CLIENT in advance of scheduled major inspections, tests, and system start-ups for important phases of the Work.
 - b) Verify that tests, equipment, and system start-ups and operating and maintenance training is conducted in the presence of appropriate personnel and that contractor maintain adequate records thereof.
 - c) Observe, record, and report to CLIENT appropriate details relative to the test procedures and system start-ups.
 - d) Accompany visiting inspectors representing public or other agencies having jurisdiction over the Work, record the results of these inspections, and report to CLIENT.
10. *Records.*
 - a) Maintain at the Site orderly files for correspondence, reports of job conferences, reproductions of original Contract Documents including all Change Orders, Field Orders, Work Change Directives, Addenda, additional Drawings issued subsequent to the execution of the Contract, J-U-B's clarifications and interpretations of the Contract Documents, progress reports, Shop Drawing and Sample submittals, and other Project-related documents.
 - b) Prepare a daily report or keep a diary or log book, recording contractor's and subcontractors' hours on the Site, weather conditions, data relative to questions of Change Orders, Field Orders, Work Change Directives, or changed conditions, Site visitors, daily activities, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures; furnish copies of such records to CLIENT.
 - c) Maintain accurate, up-to-date lists of the names, addresses, e-mail addresses, and telephone numbers of all contractors, subcontractors, and major suppliers of materials and equipment.
 - d) Maintain records for use in preparing documentation of the Work.
 - e) Upon completion of the Work with respect to the Project, furnish a complete set of all RPR Project documentation to CLIENT.

11. *Reports.*

- a) Furnish to CLIENT periodic reports as required of progress of the Work and of contractor's compliance with the progress schedule and schedule of Shop Drawing and Sample submittals.
- b) Present to CLIENT proposed Change Orders, Work Change Directives, and Field Orders.
- c) Furnish to CLIENT copies of all inspection, test, and system startup reports.
- d) Report immediately to CLIENT the occurrence of any Site accidents, emergencies, acts of God endangering the Work, property damaged by fire or other causes, and the discovery or presence of any constituents of concern.

12. *Payment Request:* Review Applications for Payment for compliance with the established procedure for their submission and forward with recommendations to CLIENT, noting particularly the relationship of the payment requested to the schedule of values, Work completed, and materials and equipment delivered at the Site, but not incorporated in the Work.

13. *Certificates, Operation and Maintenance Manuals.* During the course of the Work, verify that materials and equipment certificates, operation and maintenance manuals, and other data required by the Specifications to be assembled and furnished by contractor are applicable to the items actually installed and in accordance with the Contract Documents, and have these documents delivered to CLIENT for review.

14. *Completion.*

- a) Before issuing a Certificate of Substantial Completion, submit to CLIENT a list of observed items requiring completion or correction.
- b) Observe whether contractor has arranged for inspections required by laws and regulations, including but not limited to those to be performed by public agencies having jurisdiction over the Project.
- c) Participate in a final inspection in the company of CLIENT and contractor and prepare a final list of items to be completed or corrected with respect to the Work.
- d) Observe whether all items on final list have been completed or corrected and make recommendations to CLIENT concerning acceptance and issuance of CLIENT's Final Notice of Acceptability of the Work.

The RPR shall not:

- 1. Authorize any deviation from the Contract Documents or substitution of materials or equipment (including "or-equal" items).
- 2. Exceed limitations of J-U-B's authority as set forth in the Agreement for Professional Services .
- 3. Undertake any of the responsibilities of contractor, subcontractors, suppliers, or contractor's superintendent.
- 4. Advise on, issue directions relative to, or assume control over any aspect of the means, methods, techniques, sequences, or procedures of construction or of the Work, unless such advice or directions are specifically required by the Contract Documents.
- 5. Advise on, issue directions regarding, or assume control over safety practices, precautions, and programs in connection with the activities or operations of CLIENT or contractor.
- 6. Participate in specialized field or laboratory tests or inspections conducted by others, except as specifically authorized.
- 7. Accept Shop Drawing or Sample submittals from anyone other than J-U-B.
- 8.. Authorize CLIENT to occupy the Work in whole or in part.

CLIENT'S RESPONSIBILITIES

Except as otherwise provided herein or in the Agreement for Professional Services, CLIENT shall do the following in a timely manner so as not to delay the Services of J-U-B and shall bear all costs incident thereto:

1. Provide, as may be required for the Project, such legal services as CLIENT may require or J-U-B may reasonably request with regard to legal issues pertaining to the Project, including any that may be raised by contractor.
2. Attend the pre-bid conference, bid opening, pre-construction conferences, construction progress and other job-related meetings and Substantial Completion, final payment, and other inspections.
3. Give prompt written notice to J-U-B whenever CLIENT observes or otherwise becomes aware of any development that affects the scope or time of performance or furnishing of J-U-B's Services, or any defect or nonconformance in J-U-B's Services or in the Work of any contractor.
4. Render all final decisions related to: 1) changes or modifications to the terms of the construction contract, 2) acceptability of the Work, and 3) claims or Work stoppages.
5. Unless included in J-U-B Scope of Services, provide construction staking and materials testing services for the project.

INDEMNIFICATION

In addition to any other limits of indemnification agreed to between the Parties, CLIENT agrees to indemnify and hold harmless J-U-B, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to the performance of the Work. This is to include, but not to be limited to any such claim, cost, loss, or damage that is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom to the extent caused by any negligent act or omission of contractor, any subcontractor, any supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work or anyone for whose acts any of them may be liable, as well as any general, special or other economic damages resultant from Work stoppages or delays that are caused in whole or part by J-U-B's exercise of the rights and duties as agreed herein (Construction Phase Services).

CLIENT agrees that CLIENT will cause to be executed any such agreements or contracts with contractors, subcontractors or suppliers to effectuate the intent of this part before any Work is commenced on the Project; if CLIENT negligently fails to do so, CLIENT agrees to fully indemnify J-U-B from any liability resulting therefrom, to include, but not to be limited to, all costs relating to tendering a defense to any such claims made.

City of Kennewick WA WWTP Phase I Upgrades UV Disinfection and Miscellaneous Improvements																													
			J-U-B													Subconsultants													
Task Number / Sub-Task		Task	Principal	Project Manager	Lead Design Engineer	Design Engineer	Senior Engineer / QC	Structural Engineer	Professional Land Surveyor	Survey Crew	Survey Tech	Construction Observation	CAD Design	Clerical	Expenses	Carollo	AEI (Electrical)	Mechanical	Architectural	Geotechnical	Item Subtotal	Subtask Total							
400	Construction Phase Services (T&M)																												
	-001	General Administration, Invoices	4	20										10		\$3,000	\$3,000				\$11,500	\$11,500							
	-002	Construction Administration																				\$22,900							
		Coordinate execution of agreements; issue Notice to Proceed - <i>by CLIENT</i>																			\$0								
		Conduct pre-construction conference		2		4															\$900								
		CQAP		1	2	8								8							\$2,300								
		Plan of Interim Operations		1	2	8								8							\$2,300								
		General construction support - Design Eng at 2 hours per week, 8 months		17		68															\$12,100								
		Monthly pay requests - 4 hours per each, 10 total				40															\$5,300								
	-003	On-site progress meetings (4 hrs each, every 4 weeks for 8 months)		8		32										\$4,000	\$6,000				\$15,700	\$15,700							
	-004	Submittal reviews														\$10,000	\$10,000				\$20,000	\$46,000							
		10 major equipment submittals, with resubmittal		4	12	48		12													\$11,200								
		40 minor submittals or RFIs		4	8	60		12													\$12,000								
		Contractor's O&M		2	2	16															\$2,800								
	-005	Clarifications and Interpretations; Field Orders, Change Orders, WCDs		4	12	24	8	12						8		\$9,000	\$5,000				\$24,000	\$24,000							
	-006	Periodic Site Visits (2 hours per week for 8 months)				68											\$4,000				\$13,000	\$13,000							
	-007	Equipment testing, start-up, and commissioning (3 continuous days)		4	4	16		2								\$23,000	\$10,000				\$36,900	\$36,900							
	-008	Punchlist and close-out		4		16								4			\$3,000				\$6,200	\$6,200							
	-009	Record Drawings		2		16		8					32			\$3,000	\$2,000				\$11,700	\$11,700							
	-010	O & M Update														\$3,000	\$3,000				\$6,000	\$27,500							
		Convert existing electronic O & M Manual				30							80	20							\$13,100								
		Electronic O & M for new components		4	8	32								24							\$8,400								
	-	Subconsultants																											
	-021	Electrical/Controls Engineering	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----		included above					\$0								
	-022	Geotechnical Engineering	Not required based on scope of work				-----	-----	-----	-----	-----	-----	-----	-----							\$0								
	-023	Mechanical Engineering	Not required based on scope of work																		\$0								
	-024	Architectural	Not required based on scope of work																		\$0								
																					\$0								
		Hour Subtotal	4	77	50	486	8	46	0	0	0	0	112	82		\$55,000	\$46,000				\$215,400								

AGREEMENT BETWEEN OWNER AND CONSULTANT

2014 SEWER COMPREHENSIVE PLAN UPDATE

THIS AGREEMENT, entered into this 21st day of May, 2013 by and between the City of Kennewick, 210 West 6th Avenue, Kennewick, Washington (hereinafter called the "OWNER"), and JUB Engineers, Inc., 2810 W. Clearwater Ave, Suite 201, Kennewick, Washington 99336 (hereinafter called the "CONSULTANT").

WITNESSETH:

1. GENERAL DESCRIPTION OF WORK

The OWNER does hereby employ the CONSULTANT to provide engineering services required for updating the City of Kennewick Sewer System Plan, which was last completed in 2006. The CONSULTANT shall furnish all services, labor, and related equipment necessary to conduct and complete the work as designated elsewhere in this agreement.

2. SCOPE OF WORK

Services to be provided by the CONSULTANT are detailed in the attached Exhibit A.

3. GENERAL REQUIREMENTS

The CONSULTANT shall attend coordination meetings, progress and presentation meetings with the OWNER, or such Federal, Community, State, City, or County officials, groups or individuals as may be requested by the OWNER. The OWNER will provide the CONSULTANT sufficient notice prior to meetings requiring CONSULTANT participation.

4. TIME FOR BEGINNING AND COMPLETION

The CONSULTANT shall not begin any work under the terms of this Agreement until authorized in writing by the OWNER. CONSULTANT agrees to use best efforts to complete all work described under this Agreement by June 30, 2014. The CONSULTANT shall not be responsible for any delays which occur due to no fault of its own or which could not have been reasonably foreseen by the parties at the time this Agreement was executed.

5. PAYMENT

The CONSULTANT shall be paid by the OWNER to complete the services described in Attachment 1. Payment shall be full compensation for all work performed or services rendered, and for all labor, materials, supplies, equipment, and incidentals necessary to complete the work as specified.

The CONSULTANT shall be paid a **Lump Sum Amount of \$150,000** by the OWNER to complete design services described in Exhibit A and Exhibit B.

Management Reserve Fund

The OWNER has established a Management Reserve Fund to provide the Municipal Services Executive Director the flexibility of authorizing 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 10% of the amounts shown above. Any changes requiring additional costs in excess of the Management Reserve Fund shall be made in accordance with Section 18, Extra Work.

Maximum Total Amount Payable

The Maximum Total Amount Payable, by the OWNER to the CONSULTANT under this Agreement, shall not exceed \$165,000 which includes the Management Reserve Funds.

Partial payments to cover the percentage of work completed may be requested by the CONSULTANT. These payments shall not be more than one (1) per month. If the Owner wishes to question an invoice submitted to it for payment by the CONSULTANT, the CONSULTANT shall provide the OWNER with such verifying information as it may reasonably request.

Final payment of any balance due the CONSULTANT of the gross amount earned will be made promptly upon its verification by the OWNER after the completion of the work 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 OWNER unless such claims are specifically reserved in writing and transmitted to the OWNER by the CONSULTANT prior to its acceptance. Said final payment shall not, however, be a bar to any claims that the OWNER may have against the CONSULTANT or to any remedies the OWNER may pursue with respect to such claims.

After final payment, the CONSULTANT and his/her sub-consultants shall keep cost records, accounts and all items relating to or bearing upon these records available for inspection by representatives of the OWNER, the State and the United States for a period of three years with the following exception: if any litigation, claim, or audit arising out of, in connection with, or relating to this contract is initiated before the expiration of the three-year period, the cost records and accounts shall be retained until such litigation, claim, or audit involving the records is completed.

6. EMPLOYMENT

Any and all employees of the CONSULTANT, or its agents, 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 OWNER, and any and all claims that may or might arise under any Workmen's Compensation Act on behalf of said employees or agents while so engaged, and

any and all claims made by a third party as a consequence of any negligent act or omission on the part of the CONSULTANT's employees or its agents 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.

7. OTHER PARTIES

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

8. OWNERSHIP OF DOCUMENTS

All designs, drawings, specifications, documents, and other work products prepared pursuant to this Agreement, will become the property of the OWNER upon payment to the CONSULTANT of its fees as set forth in this Agreement. The OWNER acknowledges the CONSULTANT's plans and specifications, including all documents on electronic media, as instruments of professional services. The plans and specifications prepared under this Agreement shall become the property of the OWNER upon completion of the services and payment in full of all payment due to the CONSULTANT. The OWNER shall not make, or permit to be made, any modifications to the plans and specifications without the prior written authorization of the CONSULTANT. The OWNER agrees to waive any claim against the CONSULTANT arising from any unauthorized reuse of the plans and specifications and to indemnify and hold the CONSULTANT harmless from any claim, liability or cost arising, or allegedly arising, out of any reuse of the plans and specifications by the OWNER or its agent not authorized by the CONSULTANT.

9. TERMINATION

This Agreement may be terminated by either party upon thirty (30) days written notice, by registered mail, or mailed to the other party at their usual place of business. In the event this contract is terminated by the CONSULTANT, the OWNER will be entitled to reimbursement of costs occasioned by such termination by the CONSULTANT. In the event the OWNER terminates this Agreement, the OWNER shall pay the CONSULTANT for the work performed, an amount equal to the percentage of completion of the work as mutually agreed between the OWNER and the CONSULTANT.

If any work covered by this Agreement shall be suspended or abandoned by the OWNER before the CONSULTANT has completed the assigned work, the CONSULTANT shall be paid for services performed down to the time of such termination or suspension an amount equal to the costs incurred at the date of termination as mutually agreed upon between the OWNER and the CONSULTANT.

10. DISPUTE RESOLUTION

The OWNER and the CONSULTANT agree to negotiate in good faith for a period of thirty (30) days from the date of notice of all disputes between them prior to exercising their rights under this Agreement, or under law.

All disputes between the OWNER and the CONSULTANT not resolved by negotiation between the parties may be arbitrated only by mutual agreement of the OWNER and the CONSULTANT. If not mutually agreed to resolve the claim by arbitration, the claim will be resolved by legal action. Arbitration of all claims will be in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association.

11. VENUE, APPLICABLE LAW AND PERSONAL JURISDICTION

In the event that either party deems it necessary to institute legal action or proceedings to enforce any right or obligation under this Agreement, the parties hereto agree that any such action shall be initiated in the Superior Court of the State of Washington, situated in Benton County. The parties hereto agree that all questions shall be resolved by application of Washington law and that the parties to such action shall have the right of appeal from such decision 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 Benton County.

12. INSURANCE

The CONSULTANT shall maintain Commercial General Liability and Automobile Liability insurance as will protect the OWNER from claims for bodily injury, or death, or property damage which may arise from the negligent performance by their employees in the functions and services required under this Agreement. Said insurance shall be at the minimum specified in Section 5.56.240 of the Kennewick Municipal Code (minimum combined single-limit coverage of \$1,000,000.00). The City shall be named as an additional insured and the policy shall provide thirty (30) days notice in the event of cancellation. The CONSULTANT shall maintain Professional Liability Insurance in the amount of \$1,000,000.00. Certificates of the above requirements shall be provided to the OWNER as a condition to the OWNER issuing to the CONSULTANT a Notice to Proceed.

13. HOLD HARMLESS

It is further agreed that the CONSULTANT shall hold harmless and indemnify the OWNER for any claims, cause of action, injury, or damage caused by the sole negligence of the CONSULTANT, its agents or employees in the performance of this Agreement.

It is further agreed that the OWNER shall hold harmless and indemnify the CONSULTANT for any claims, cause of action, injury, or damage caused by the sole negligence of the OWNER, its agents or employees, in the performance of this Agreement.

The CONSULTANT will indemnify the City against any claim or suit and the costs thereof brought by any of the CONSULTANT's employees, sub-consultants, or sub-consultant's employees, whether brought pursuant to the Worker's Compensation Act, RCW Title 51, or otherwise, and the CONSULTANT waives any immunity whatsoever with respect to such indemnification.

14. WARRANTY

The professional services will be furnished in accordance with generally accepted professional practice and principles. No other warranty is either expressed or implied.

15. SUCCESSORS OR ASSIGNS

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

16. EQUAL OPPORTUNITY AGREEMENT

The CONSULTANT agrees that it will not discriminate against any employee or job applicants for work on this Agreement for reasons of race, sex, nationality or religious creed.

17. CHANGES OF WORK

The CONSULTANT shall make such changes and revisions in the completed work of this Agreement as necessary to correct or revise any errors, omissions, or other deficiencies in the design, drawings, specifications, reports, and other similar documents which the CONSULTANT is responsible for preparing or furnishing under this Agreement, when required to do so by the OWNER, without additional compensation thereof.

Should the OWNER find it desirable for its own purposes to have previously satisfactorily completed work or parts thereof changed or revised, the CONSULTANT shall make such revisions as directed by the OWNER. This work shall be considered as Extra Work and will be paid for as herein provided under Section 18, Extra Work.

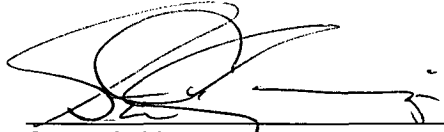
18. EXTRA WORK

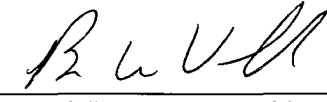
The OWNER may desire to have the CONSULTANT perform work or render additional services within the general scope of this Agreement. Such work shall be considered as Extra Work and will be specified in a written supplement to this Agreement which will set forth the nature of the scope, schedule for additional work, and the method of payment and shall be agreed to in writing by both OWNER and CONSULTANT. Work under a Supplemental Agreement shall not proceed until authorized in writing by the OWNER.

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

CITY OF KENNEWICK, WASHINGTON

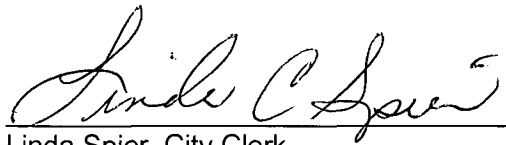
JUB ENGINEERS, INC.



Steve C. Young, Mayor

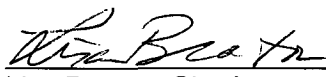
Ben Volk, P.E. - Area Manager

ATTEST:



Linda Spier, City Clerk

APPROVED AS TO FORM:



Lisa Beaton, City Attorney

J-U-B ENGINEERS, Inc.
AGREEMENT FOR PROFESSIONAL SERVICES

Exhibit A – Scope of Services, Schedule, and Basis of Fee

The City of Kennewick (CLIENT) Agreement Between Owner and J-U-B (CONSULTANT) is amended and supplemented to include the following provisions regarding the Scope of Services, Schedule of Services, and the Basis of Fee:

For the purposes of this attachment, 'Agreement for Professional Services' and 'the Agreement' shall refer to the document entitled 'Agreement Between Owner and Consultant,' executed between CONSULTANT and CLIENT to which this exhibit and any other exhibits have been attached.

OBJECTIVE/ BACKGROUND

In accordance with WAC 173-240-020(7), the City of Kennewick maintains a General Sewer Plan (2006 Sewer System Plan) which has been reviewed and approved by the Washington State Department of Ecology (WDOE). J-U-B assisted the City in the preparation of this plan. The plan generally includes a description of existing sewer treatment and conveyance systems, capacity and compliance analysis, anticipated needs for future facilities, and description of future facilities including schedule, cost, and financing.

The City is updating this document and has selected J-U-B Engineers, Inc. to provide assistance in the update of the document. City Staff and CONSULTANT will collaborate in completing the update which will be prepared under the supervision of a registered Professional Engineer and submitted to WDOE for review and approval. The City will provide CONSULTANT with specific Chapters which CONSULTANT will insert and compile into the overall document. CONSULTANT will prepare all figures for the document. In general, the outline of the document and division of responsibilities will include:

Summary	City
Chapter 1 – Overview	City
Chapter 2 – Planning Information	City
Chapter 3 – Pretreatment	City
Chapter 4 – Wastewater System Characteristics	J-U-B
Chapter 5 – Wastewater Treatment Plant	J-U-B
Chapter 6 – Performance and Design Criteria	J-U-B
Chapter 7 – Collections System	J-U-B
Chapter 8 – Capital Improvement Plan	J-U-B
Chapter 9 – Financial Plan	City
Chapter 10 – Operations Program	City

SCOPE OF SERVICES

- A. Basic Services: CONSULTANT's Basic Services under this Agreement are limited to the following:

TASK 1 – PROJECT MANAGEMENT

CONSULTANT shall oversee project tasks and coordinate with CLIENT representatives to manage the scope, schedule, budget and work plan for the engineering phase. CONSULTANT invoices will be prepared and submitted to the CLIENT on a monthly basis and will include a brief status report outlining work accomplished during the billing period.

Deliverables:

- ☐ Monthly invoices and Project Status Reports

TASK 2 – CHAPTER 4, WASTEWATER SYSTEM CHARACTERISTICS

Using the information provided by the CLIENT, CONSULTANT will update sections 4.1 through 4.10 of Chapter 4. Information to be provided by CLIENT includes: existing and future service population, percent occupancy and land availability information, wastewater treatment plant influent and effluent data, collections system flow monitoring data, service water meter data, and other planning information,

Deliverables:

- ☐ Chapter 4 updated Word document including tables and graphs.

TASK 3 – CHAPTER 5, WASTEWATER TREATMENT PLANT

The CLIENT is preparing an update of the Facilities Plan for the Existing Wastewater Treatment Plant (WWTP) as part of a separate project. CONSULTANT shall provide reference to the updated Facilities Plan and the 2014 WWTP Facilities Plan will be considered an appendix to the 2014 Sewer System Plan. It is assumed that all the information provided in Chapter 5 of the 2006 Sewer System Plan will instead be provided in the 2014 WWTP Facilities Plan.

Chapter 5 of the 2014 Sewer System Plan will be dedicated to a proposed Membrane Bioreactor (MBR) WWTP as discussed in the City's July 2012 South Kennewick Industrial Area UGA Expansion Capital Facilities Analysis. This will generally include:

- Proposed MBR Plant location with a basic site plan
- Typical MBR Plant components
- Effluent discharge options
- Biosolids management options
- Permitting requirements
- Phasing options
- Engineer's Opinions of Probable Cost

Information will be provided such that a Facilities Plan could be developed without substantial alterations to the concept and basic considerations.

Deliverables:

- ☐ Chapter 5 Word document including tables and graphs.
- ☐ Figure 5-1: Proposed Process Flow Schematic
- ☐ Figure 5-2: Proposed Site Plan

TASK 4 – CHAPTER 6, PERFORMANCE AND DESIGN CRITERIA

CONSULTANT will update Sections 6.1 and 6.2 relevant to federal and state regulations impacting municipal sewer systems and current Columbia River water quality data.

Deliverables:

- ☐ Chapter 6 word document including tables and graphs.

TASK 5 – CHAPTER 7, COLLECTIONS SYSTEM

Subtask 5.1: Sewer Collections System Hydraulic Model Update

CONSULTANT, using HYDRA Version 7, will update the existing hydraulic computer model of the CLIENT's sanitary sewer collection system. The model will be used to evaluate the existing collection system and determine the current level of service and available capacity (current and 20-year); evaluate the existing collection system at the current Urban Growth Boundary build-out condition to identify reserve capacity, bottlenecks and improvement needs including new trunk/interceptors, lift stations and forcemains; and identify required future (50 year projected Urban Growth Boundary) pumping capacities for existing lift stations.

The CONSULTANT shall incorporate planning information provided by the CLIENT to include both current and 20-year land use, service population, and percent occupancy and land availability into the existing hydraulic model. All related sewer improvement projects since 2004 will be provided by the CLIENT for the CONSULTANT to incorporate into the hydraulic model. Any required verification of existing sewer utilities will be verified using CLIENT provided GIS mapping and record drawings. The following steps are anticipated to update the existing model:

- Existing Collection System Layer: An update to the current base model will be entered manually from CLIENT provided record drawings of areas where the existing collection system has been modified and where development has taken place and the existing system has expanded. A list of these areas is included below for reference.
 - Hildebrand Extension from Southridge to Five-Corners
 - Zintel Way/Hildebrand Boulevard Improvements
 - Southridge Boulevard Extension
 - Olympia Street Extension South of 45th Avenue
 - Southcliffe Development
 - Ridgeline Drive Extension near Southridge
 - Ridgeline Drive Extension from Clearwater to Clodfelter
 - Steptoe Improvements

The CONSULTANT shall utilize the CLIENT provided Record Drawings to determine invert elevations along critical interceptors or to tie-down drains, canals, low points and other geographical areas and features. The CLIENT shall provide additional survey data if key information is not available or if the accuracy of the data is suspect. The CONSULTANT shall provide the CLIENT with a map of sufficient detail to define the areas where additional survey data is necessary. CONSULTANT shall update the existing collection system layer, which provides a graphical representation of the trunk/interceptor sewer system and collection system database to be used by the model. This task includes the following:

- Incorporate newly constructed trunk/interceptor pipes into the model
 - Input pipe database information using record drawings provided by CLIENT (location, pipe lengths, invert elevations, rim elevations, pipe diameter, materials)
 - Input lift stations and forcemain information
- Existing Service Area & Drainage Basin Layer: CONSULTANT shall verify the service areas and drainage basins developed in the 2006 sewer model. The model's service area layer defines areas that contribute flow to the individual sewer pipes in the collection system based on available topographic mapping. This task includes establishing flow routing through the existing system and delineating the drainage basins and service areas for the existing system and adjacent undeveloped land within the Urban Growth Boundary. New drainage basins will be delineated for any new areas added to the service area analysis based upon CLIENT provided topographical data.
 - Land Use Layer: Based on planning information provided by the CLIENT, CONSULTANT shall update the model's land use layer. The land use layer provides the flow generating information such as population, contribution per capita, diurnal curves, and commercial/industrial flow. For the 2006 Sewer System Plan, the CLIENT provided a land use spreadsheet based upon a quarter-section grid for the Land Use Layer. CONSULTANT created a spreadsheet that utilized this CLIENT provided land use data to calculate flows and insert into the hydraulic model. It is assumed that the CLIENT will update these previously provided spreadsheets to facilitate flow calculations for the Land Use Layer. This task shall include the following:
 - Utilize CLIENT provided land use spreadsheet for existing and 20-year projections
 - Establish new land use polygons as necessary
 - Review zoning maps, land use maps, and comprehensive plan for consistency
 - Model Calibration: CONSULTANT shall calibrate the model based on CLIENT provided flow monitoring information. The calibration process shall consist of the following:
 - Review CLIENT provided flow monitoring data, lift station pumping records, and WWTP flow monitoring records
 - Run model and correct major discrepancies in flow, if observed
 - Run model and modify flow parameters globally until satisfied model results approximate flow monitoring data, and
 - Confirm calibration with CLIENT by presenting comparison graphs of model output hydrographs versus flow monitoring hydrographs

- **Modeling Scenarios and Analysis:** The CONSULTANT shall prepare and execute modeling scenarios using the calibrated model to evaluate the existing system; to determine excess capacity; and to identify potential capacity issue areas as a result of development within the current Urban Growth Boundary and the proposed 50 year projected Urban Growth Boundary.
- **Alternatives and Relief Options:** Alternatives will be developed to handle the projected flows for the years 2014, 2034 and the projected 50 year Urban Growth Boundary. The CONSULTANT shall develop a sewer master plan depicting the size and location of trunk/interceptors, lift stations and forcemain facilities to accommodate those flows. Using the model, the CONSULTANT shall develop relief options for any overloaded existing system component including: utilizing the excess capacity of neighboring trunks/interceptors, placing parallel lines, and/or upsizing lines. The options shall be in a conceptual format showing the approximate horizontal alignment and diversion locations. CONSULTANT shall review alternatives with the OWNER and jointly determine feasible alternatives for each alignment. The final selected alternatives shall be modeled to determine anticipated flows, estimated pipe sizes, and preliminary horizontal and vertical alignments so cost estimates can be developed. The final alternatives will be incorporated into the sewer plan as a tabloid-size plan view exhibit that will include project details to aid the OWNER in future project planning.
- **Providing Service to Currently Unsewered Areas:** The Alternatives and Relief Options mentioned above will include providing service to all areas that are currently unsewered within the City Limits. These areas will be identified in Chapter 2 and depicted in Figure 2-2. The flows and loadings for 2034 projects will assume all of these currently unsewered areas will have sewer service. Moreover, specific strategies will be identified for extending piping and providing service to these areas.
- **GIS attribute output:** The CONSULTANT will export the collection system layer from the hydrologic model into GIS and create a "pipe assessment" attribute for each pipe that the CLIENT's staff can then update.

Subtask 5.2: Chapter 7 Update

CONSULTANT will update Sections 7.1 through 7.6 based upon the hydraulic model update. The CONSULTANT shall develop an exhibit showing the existing and proposed sanitary sewer collection system trunk lines, interceptors, lift stations and forcemains in a format similar to Figure 10 from the October 2006 Sewer System Plan. Section 7.4 will include a discussion regarding the effect a MBR plant would have on project phasing and identify which improvements could be minimized as a result. Section 7.6 will include a capacity analysis for those lift stations identified by the CLIENT. This analysis will consider flows at existing, build-out and master plan planning levels. CONSULTANT shall use information from the previous sewer plan to delineate the existing lift station service areas and the CLIENT shall identify any changes to lift station service areas for build-out and master plan planning levels.

Deliverables:

- ☐ GIS Shapefile of Modeled Collection System
- ☐ Chapter 7 word document including tables and graphs.
- ☐ Figure 5-1: Flow Monitoring Locations
- ☐ Figure 5-2: Drainage Basins
- ☐ Figure 5-3: Land Use Planning Grid
- ☐ Figure 5-4: Infiltration and Inflow
- ☐ Figure 5-5: Existing Available Capacity
- ☐ Figure 5-6: Existing Capacity – Depth of Flow/Diameter of Pipe
- ☐ Figure 5-7: Available Capacity of Existing System in 2034
- ☐ Figure 5-8: Master Plan Trunk Sizes
- ☐ Figure 5-9: Master Plan Trunk Sizes and Service Areas
- ☐ Figure 5-10: Master Plan Trunk Depths

TASK 6 – CHAPTER 8, CAPITAL IMPROVEMENT PLAN

CONSULTANT shall provide CLIENT a list of collection system deficiencies, lift station needs, and suggested trunk/interceptor improvements through the year 2034 as determined by the modeling analysis. The CLIENT shall develop the Capital Improvement Plan and Financial Plan for the updated Sewer System Plan. No Engineer's Opinions of Probable Cost will be provided by the CONSULTANT except those developed for the recommended MBR WWTP described in Chapter 5.

For each CIP collection system piping project identified for the 20-year planning period, CONSULTANT will prepare a figure depicting model master plan results, project summary, trigger points, and relief options. A separate figure will be prepared for each project (ten exhibits assumed for budgeting purposes).

Deliverables:

- ☐ Chapter 8 word document including tables and graphs.
- ☐ Figure 8-1: CIP Project Map
- ☐ Figures 8-2 through 8-11: CIP Individual Project Figures (as necessary – up to ten figures)

TASK 7 – DOCUMENT COMPILATION

J-U-B will prepare figures as necessary for City-Provided chapters of the document (a preliminary list is noted below). The CLIENT will prepare designated sections and will provide to J-U-B in electronic format (.doc). J-U-B will incorporate CLIENT provided chapters into the overall document. J-U-B will format and assemble the entire document.

A draft of the document will be provided to the CLIENT for internal review and comment. Upon incorporating CLIENT comments, J-U-B will provide a draft version of the document for the CLIENT to submit to WDOE for review. Upon incorporating WDOE comments, J-U-B will provide the CLIENT with a final draft of the document.

Deliverables:

- ☐ Figure 2-1: Service Area Planning Boundaries (electronic copy in .pdf format)
- ☐ Figure 2-2: Unsewered Areas (electronic copy in .pdf format)
- ☐ Figure 2-3: Irrigation District Service Boundaries (electronic copy in .pdf format)
- ☐ Figure 2-4: Water and Sewer Facilities (electronic copy in .pdf format)
- ☐ Figure 2-5: Land Use Map (electronic copy in .pdf format)
- ☐ Figure 2-6: FEMA Floodway Map (electronic copy in .pdf format)
- ☐ DRAFT City of Kennewick 2014 Sewer System Plan (three (3) paper copies, electronic copy in .pdf format and Word format) – provided for CLIENT review
- ☐ DRAFT City of Kennewick 2014 Sewer System Plan (three (3) paper copies, electronic copy in .pdf format and Word format) – provided for WDOE review
- ☐ FINAL City of Kennewick 2014 Sewer System Plan (three (3) paper copies, electronic copy in .pdf format and Word format)
- ☐ Full Size Exhibit (one paper copy, electronic copy in .pdf format)

TASK 8 – ENGINEER'S OPINIONS OF PROBABLE COST

CONSULTANT shall provide CLIENT on-call assistance with cost estimating of projects for the Capital Improvement Plan. At the City's specific request, J-U-B will develop an initial Opinion of Probable Costs based preliminary

planning level quantities. Estimates will be compared to historic bid records of CLIENT projects and J-U-B records. Since J-U-B has no control over the cost of labor, materials, equipment, or Services furnished by others, or over the contractor(s) methods of determining process, or over competitive bidding or market conditions, J-U-B's opinions of probable construction cost are to be made on the basis of J-U-B's experience and qualifications and represent J-U-B's best judgment as an experience and qualified profession engineering, familiar with the construction industry; but J-U-B cannot and does not guarantee that proposals, bids, or actual construction costs will not vary from the opinions of probable cost prepared by J-U-B. If the CLIENT wishes assurance as to construction costs, CLIENT shall employ an independent cost estimator.

B. CLIENT's Responsibilities: In addition to other responsibilities of CLIENT as set forth in this Agreement, CLIENT shall at its expense:

1. Planning Phase:

- a. Provide J-U-B with all criteria and full information as to CLIENT's requirements for the Project, including planning objectives and constraints, space, capacity and performance requirements, flexibility, and expandability, and any budgetary limitations.
- b. Furnish to J-U-B any other available information pertinent to the Project including reports and data relative to previous plans.
- c. Following J-U-B's assessment of initially-available Project information and data and upon J-U-B's request, furnish or otherwise make available such additional Project related information and data as is reasonably required to enable J-U-B to complete its Basic and Additional Services.
- d. Authorize J-U-B to provide Additional Services as required.
- e. Arrange for safe access to and make all provisions for J-U-B to enter upon public and private property as required for J-U-B to perform services under the Agreement.
- f. Examine all alternatives, studies, reports, sketches, Drawings, Specifications, proposals, and other documents presented by J-U-B (including obtaining advice of an attorney, insurance counselor, and other advisors or consultants as CLIENT deems appropriate with respect to such examination) and render in writing timely decisions pertaining thereto.
- g. Provide and pay for reviews, approvals, and permits from all governmental authorities having jurisdiction to approve all phases of the Project designed or specified by J-U-B and such reviews, approvals, and consents from others as may be necessary for completion of each phase of the Project.
- h. Complete SEPA permitting and all necessary City of Kennewick planning and permitting requirements.
- i. Recognize and acknowledge that J-U-B's services do not include the following services, provide, as required for the Project:
 - 1) Accounting, bond and financial advisory, independent cost estimating, and insurance counseling services.
 - 2) Legal services with regard to issues pertaining to the Project as CLIENT requires, Contractor raises, or J-U-B reasonably requests.
 - 3) Such auditing services as CLIENT requires to ascertain how or for what purpose Contractor has used the moneys paid.
- j. Provide existing and future population projections
- k. Provide WWTP influent and effluent data in Excel (.xls) format
- l. Provide collections system flow monitoring flow and load data in Excel (.xls) format
- m. Provide water service meter data in Excel (.xls) format or some other database format.
- n. Provide updated Land Use Spreadsheet for existing land use in Excel (.xls) format

- o. Provide updated Land Use Spreadsheet for 20-year projected land use in Excel (.xls) format
- p. Provide Record Drawings for all sewer collections system improvements that should be added to the hydraulic model existing system layer
- q. Provide surveying services as necessary to identify and/or verify manhole rim and invert elevations
- r. Provide all current GIS information including: parcels, buildings, landuse, zoning, FEMA floodways, contours, sewer, water, aerial images, unsewered areas,
- s. Provide current UGA and 50-year UGA planning boundaries

SCHEDULE OF SERVICES

Predicated upon timely receipt of CLIENT-provided information, typical review periods, and active direction during work, J-U-B anticipates the following schedule for the Services listed:

Basic Services:

- Furnish draft of Chapter 4 for CLIENT review within 30 calendar days of receiving the CLIENT provided flow and load data.
- Furnish calibration comparison graphs of existing collection system hydraulic model for CLIENT review within 90 calendar days of receiving CLIENT provided land use spreadsheets.
- Prepare update to collection system master plan and updates to various modeling scenarios for CLIENT review within 90 calendar days of receiving CLIENT comments on the existing calibrated model.
- Furnish drafts of Chapters 5 through 8 for CLIENT review by February 2014.
- Furnish draft document for CLIENT review by April 2014.
- Furnish draft document for CLIENT submittal to WDOE within 30 calendar days of receiving CLIENT comments on draft document.
- Furnish final document within 30 calendar days of receiving WDOE comments.

BASIS OF FEE

CLIENT shall pay J-U-B for Basic Services set forth in Attachment 1 as follows:

- For Lump Sum fees:
 - o The portion of the Lump Sum amount billed for J-U-B's services will be based upon J-U-B's estimate of the percentage of the total services actually completed during the billing period.
- For Time and Materials fees:
 - o CLIENT shall pay J-U-B an amount equal to the cumulative hours charged to the Project by each class of J-U-B's personnel times Standard Hourly Rates for each applicable billing class for all services performed on the Project, plus Reimbursable Expenses and J-U-B's charges, if any.
 - o The Standard Hourly Rates and Reimbursable Expenses Schedule will be adjusted annually in January of each year to reflect equitable changes in the compensation payable to J-U-B.
 - o J-U-B's estimate of the amounts that will become payable for specified services are only estimates for planning purposes, are not binding on the parties, and are not the minimum or maximum amounts payable to J-U-B under the Agreement. When estimated compensation amounts have been stated herein and it subsequently becomes apparent to J-U-B that the total compensation amount thus estimated will be exceeded, J-U-B shall give CLIENT written notice thereof, allowing CLIENT to consider its options, including suspension or termination of J-U-B's services for CLIENT's convenience.

The fee types and amounts for each task are presented in the following table:

Task Number	Task Name	Fee Type	Amount
1	Project Management	Lump Sum	\$9,000
2	Chapter 4	Lump Sum	\$4,500
3	Chapter 5	Lump Sum	\$10,500
4	Chapter 6	Lump Sum	\$4,000
5	Chapter 7	Lump Sum	\$92,000
6	Chapter 8	Lump Sum	\$10,500
7	Document Compilation	Lump Sum	\$14,500
8	Cost Estimating	Time & Materials	\$5,000

Subtotal =	\$150,000
Management Reserve Fund of 10% =	\$15,000
Total Maximum Amount Payable =	\$165,000

Management Reserve Fund: This contract assumes that the CLIENT has established a Management Reserve Fund to provide the authorized project representative the flexibility of authorizing additional funds to the Agreement for allowable unforeseen costs, or reimbursing J-U-B for additional work beyond that already defined in this Agreement. Such authorization(s) shall be in writing and shall not exceed 10% of the amounts shown above. Any changes requiring additional costs in exceed of the Management Reserve Fund shall be made in accordance with the Extra Work section of this Task Plan.

Council Agenda Coversheet 	Agenda Item Number	3.e.	Council Date	04/04/2017	Consent Agenda	☒	
	Agenda Item Type	Contract/Agreement/Lease				Ordinance/Reso	☐
	Subject	Tri-Cities HOME Consortium Admin Agreement				Public Mtg / Hrg	☐
	Ordinance/Reso #		Contract #		Other	☐	
	Project #		Permit #		Quasi-Judicial	☐	
	Department	Management Services					

Recommendation

Staff recommends that Council authorize the City Manager to sign the Tri-Cities HOME Consortium Administrative Funds Subrecipient Agreement.

Motion for Consideration

I move to authorize the City Manager to sign the Tri-Cities HOME Consortium Administrative Funds Subrecipient Agreement for program year 2017.

Summary

The Consortium was originally formed in 1995 between the Cities of Kennewick, Pasco and Richland. The three cities do not meet the population and demographic criteria to receive HOME funds independently, but instead qualify for the funds as a Consortium. CDBG/HOME staff from the three cities (the Consortium) are in accord with the Administrative Funds Subrecipient Agreement. This agreement is executed annually.

Created by the National Affordable Housing Act of 1990, HOME is the largest federal block grant available to communities to assist in the creation of affordable housing. The purpose of the HOME program is to increase the supply of decent, safe, sanitary and affordable housing to low- and very low-income households.

Historically, the City's HOME funds have been used almost exclusively for downpayment assistance to first-time home buyers that qualify for the program. The City will provide up to a maximum of \$10,000 in funds to individuals in an amount sufficient to make the homes affordable per underwriting guidelines established by the Consortium.

Alternatives

None recommended.

Fiscal Impact

None

Through	Carol Evans Mar 28, 08:41:13 GMT-0700 2017	Attachments: 
Dept Head Approval	Christina Palmer Mar 30, 12:07:32 GMT-0700 2017	
City Mgr Approval	Marie Mosley Mar 30, 12:36:03 GMT-0700 2017	

☐ Recording Required?

TRI-CITIES HOME CONSORTIUM
SUBRECIPIENT WRITTEN AGREEMENT
GOVERNING ADMINISTRATIVE FUNDS - 2017

This HOME Program Subrecipient Agreement, hereinafter called "Agreement," has been made and entered into as of the ____ day of _____, 20____, between the City of Richland, Lead Entity of the Tri-Cities HOME Consortium, 505 Swift Avenue, Richland, Washington, hereinafter referred to as "Consortium" or "Lead Entity", and City of Kennewick, a member City of the Consortium, whose address is P.O. Box 6108, Kennewick, WA 99336, hereinafter referred to as "Subrecipient." This Agreement is authorized by Title II, Sections 216 and 217 of the Cranston-Gonzalez National Affordable Housing Act of 1990, as amended, and the correlating federal regulations found at 24 CFR Part 92, together known as the HOME Investment Partnerships (HOME) Program.

W-I-T-N-E-S-S-E-T-H:

I. RECITALS

WHEREAS, the Federal Government has made funds available to the Consortium pursuant to the HOME Program CFDA 14.239 to increase the number of families, especially low income families, served with decent, safe, sanitary and affordable housing, and to expand the long term supply of affordable housing; and

WHEREAS, the HOME Program authorizes contracts with public agencies to carry out the objective identified above; and

WHEREAS, the City of Richland has been designated as the Lead Entity of the Tri-Cities HOME Consortium as delineated in the "Tri-Cities HOME Consortium Agreement"; and

WHEREAS, projects overseen by a Consortium Member acting as a Subrecipient may generate HOME Program Income, ten percent (10%) of which may be utilized for administrative costs incurred by the Subrecipient; and

WHEREAS, Consortium Members will be equally responsible for Lead Entity administrative shortfalls; and

WHEREAS, the Lead Entity is responsible for the distribution of administrative funds generated by HOME Program Income to the subrecipient when the Subrecipient's HOME activities generate program income; and

WHEREAS, the Lead Entity is also responsible for monitoring, reporting, and record-keeping to assure compliance with federal regulations of the HOME Investment Partnership Program; and

WHEREAS, HUD requires the Lead Entity to execute Subrecipient Agreements when applicable;

NOW, THEREFORE, the parties, for and in consideration of the promises and mutual obligations set forth below, agree as provided for in this Agreement.

II. Definitions

Section 1 – Definitions (92.2)

Consortium Agreement - An executed written agreement governing how the Consortium operates and outlining the roles and responsibilities of the Lead Entity and Consortium Members.

HOME Funds - The total amount of HOME Program dollars being provided to the Subrecipient under this Agreement.

Lead Entity - The unit of local government designated by the Tri-Cities HOME Consortium to act in a representative capacity of all members for the purposes of this Agreement (City of Richland). The Lead Entity will assume overall responsibility for ensuring that the Tri-Cities HOME Consortium is administered and operates in compliance with the requirements of the HOME Program. The Lead Entity serves as the official and primary contact between HUD and the Tri-Cities HOME Consortium.

Program Income - Funds received by the Lead Entity or Subrecipient Administrators that are directly generated by the use of HOME funds or matching contributions. Program income includes, but is not limited to:

- Proceeds from the sale or long-term lease of real property acquired, rehabilitated or constructed with HOME funds or matching contributions;
- Income from the use or rental of real property owned by the Lead Entity or Subrecipient that was acquired, rehabilitated, or constructed with HOME funds or matching contributions, minus the costs incidental to generating that income;
- Payments of principal and interest on loans made with HOME or matching funds, and proceeds from the sale of loans or obligations secured by loans made with HOME or matching contributions;
- Interest or other return on investment of HOME and matching funds;
- Interest on program income;
- Any other interest or return on the investment of HOME and matching funds.

Note: Recaptured HOME funds are the repayment of original HOME investments, and are not technically program income.

Project Delivery Costs - Reasonable and necessary costs incurred by the Subrecipient and/or Lead Entity associated with the development and/or financing of housing assisted with HOME funds. These may include, but are not limited to, direct staff costs for work associated with a specific address and costs for services required by private lenders.

Regulations - The requirements in 24 CFR Part 92 which govern the HOME Investment Partnership Program and the use of HOME Funds, and all related and applicable OMB

Circulars, Codes, Regulations, State of Washington, and local requirements. Subrecipient agrees to comply, and, as applicable, to require all third parties to comply with the requirements of the regulations. Should anything in this Agreement be construed to conflict with HOME regulations, the regulations shall prevail.

Subrecipient Administrator - HOME Consortium member(s) other than the non-Lead Entity who perform some HOME administrative roles as delineated under separate, specific HOME written Agreements. This term refers to the City of Kennewick and/or the City of Pasco.

Tri-Cities HOME Consortium - The particular Consortium operating under the HOME Program consisting of the Cities of Kennewick, Pasco, and Richland. These three cities are each "Consortium Members."

III. Agreement

Section 2 – Use & Amount of HOME Funds

Use of HOME Funds: Administrative & planning costs related to administering the HOME Program and HOME projects	At the Member's option, the allowable percentage (10%) of program income generated by the Subrecipient HOME activities may be used by the Subrecipient to be applied towards eligible and allowable administrative costs. Eligible administrative costs include: Staff Costs: Salaries, wages, and related costs of Subrecipient staff persons responsible for HOME Program administration. Other Administrative Costs: • Goods and services necessary for administration (such as utilities, office supplies, etc.); • Administrative services under third party agreements (such as legal services); • Providing public information; • Fair housing activities; • Indirect costs under a cost allocation plan prepared in accordance with applicable OMB Circular requirements; • Preparation of the Consolidated Plan; and • Complying with other Federal requirements; NOTE: Some of the costs described above can be categorized as either a project-related soft cost or an administrative cost. Subrecipients must count each cost as either a project-related cost or an administrative cost, but may not count a cost as both. In other words, the Subrecipient cannot be reimbursed twice for the same costs.
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Amount of HOME Funds:	The Subrecipient may receive up to ten percent (10%) of the program income generated by HOME activities overseen and/or implemented by the Subrecipient.
Administrative Costs Exceeding the Allowable 10%	Administrative costs over the allowable percentage of program income are the responsibility of the Subrecipient.

Section 3 – Disbursement of Funds (85.22)

The Subrecipient may request funds under this Agreement only when a written agreement (24 CFR 92.504(c)) has been fully executed, the funds are needed for payment of specific allowable costs (24 CFR 92.206), and only in amounts needed to pay such costs as identified in 24 CFR 85.22. The Subrecipient shall provide clear documentation of administrative costs to be reimbursed by the HOME program. Documentation may include, but is not limited to, staff timesheets, description of administrative activities conducted by staff, and receipts for supplies and/or office rent. The Subrecipient shall be reimbursed for eligible administrative costs after review and approval by the Lead Entity of invoices, statements, billings, and other supportive documentation. Upon prior approval by the Lead Agency, the Consortium may pay a vendor or contractor directly.

Section 4 – Subrecipient Administrator Responsibilities.

The Subrecipient Administrator shall be responsible for the following:

- To supply to the Lead Entity, within fourteen (14) days after request, copies of all documents which the Lead Entity is required to submit to HUD, including, but not limited to, the Consortium Member's HOME-related Consolidated Planning Strategy and Annual Action Plan.
- To supply to the Lead Entity a written description(s) of their HOME program(s) prior to contracting with another entity to deliver the program(s). Lead Entity retains final approval and contracting authority. Descriptions should include:
 - o copies of program description
 - o listing of responsible staff for each step in the delivery of the program
 - o methods of affirmative marketing
 - o methods of procurement
 - o steps taken and standards imposed for the application and review process leading to the award of funds
- To utilize Consortium-approved forms, policies, and procedures.
- To affirmatively further fair housing in their jurisdictions. Such actions may include planning, education, outreach, and enforcement activities.
- To provide quarterly and annual performance reports to the Lead Entity regarding HOME activities.
- To provide other documents as required by separate HOME written agreements governing relationship between the Lead Entity and Members acting as Subrecipient Administrators.

Section 5 – Relationship

The relationship of the Subrecipient to the Consortium shall be that of an independent agency. Nothing herein shall be deemed to create the relationship of employer/employee or principal/agent between the parties.

Section 6 – Modifications and Amendments

This Agreement may only be amended in writing signed by the Consortium and the Subrecipient. All modifications and amendments to this Agreement shall be in writing; such modification or amendment shall not take effect until specifically approved in writing by the Lead Entity of the Consortium and signed by all parties to this Agreement.

Section 7 – Waivers

No conditions or provisions of this Agreement shall be waived unless approved by the Consortium in writing.

Section 8 – Assignment

The Subrecipient shall not assign any interest in this Agreement, and shall not transfer any interest in this Agreement to any party (whether by assignment or novation) without prior written consent of the Consortium.

Section 9 – Severability

If any provision of this Agreement, or portion thereof, is held invalid by any court of rightful jurisdiction, the remainder of this Agreement shall not be affected, providing the remainder continues to conform to applicable Federal and State law(s) and regulations and can be given effect without the invalid provision.

Section 10 – Insurance and Bonds

The Subrecipient and its employees, volunteers, contractors or consultants shall carry throughout the life of this Agreement, General Liability Insurance, Comprehensive Automobile Liability Insurance and other such coverage as may be appropriate or required by State or Federal law, for the services to be performed. This insurance shall include the following:

1. Professional Legal Liability: Subrecipient shall maintain Professional Legal Liability or Professional Errors and Omissions coverage appropriate to the Subrecipient's profession and shall be written subject to limits of not less than \$1 million per claim and \$1 million policy aggregate limit. The coverage shall apply to liability for a professional error, act, or omission arising out of the scope of the work for this Agreement. Coverage shall not exclude bodily injury, hazards, or property damage related to the work in this Agreement, including testing, monitoring, measuring operations, or laboratory analysis where such services are rendered as part of the Agreement.
2. Worker's Compensation (Industrial Insurance): Workers' Compensation insurance as required by Title 51 RCW shall be maintained, and Subrecipient shall provide evidence of coverage if so required.

3. Commercial General Liability: Commercial General Liability coverage shall be written on ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, independent contractors, personal injury and advertising injury. The insurance shall include the Consortium, its members, officers, officials, employees and agents with respect to performance of services, and shall contain no special limitations on the scope of protection afforded as an additional insured. If this Agreement is over \$50,000 then Employers Liability Coverage shall also be maintained. Coverage shall include limits of not less than \$1 million per occurrence, and \$2 million aggregate.
4. Automobile Liability: Business Automobile Liability insurance with a minimum combined limit no less than \$1 million per accident for bodily injury and property damage shall be maintained. Coverage shall include owned, hired, leased, and non-owned automobiles. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage. If deemed necessary, the policy shall be endorsed to provide contractual liability coverage.

Insurance is to be placed with insurers with a current A.M. best rating of not less than A: VII. Subrecipient shall furnish the Consortium with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the insurance requirements prior to the commencement of the work.

The insurance coverage shall be primary with respect to any insurance or self-insurance covering the Consortium, its members, elected and appointed officers, officials, employees and agents. Any insurance, self-insurance, or insurance pool coverage maintained by the Consortium shall be excess of the Subrecipient's insurance and shall not contribute with it. Subrecipient shall give 30 days' prior written notice by certified mail, return receipt requested, to the Consortium prior to any attempt to cancel any insurance policy maintained under this Agreement.

Section 11 – Procurement Standards (84.40-48 Non Profit or 85.36(b) Government)

If applicable to its HOME administration activities, the Subrecipient will establish procurement procedures to ensure that materials and services are obtained in a cost-effective manner. At a minimum, the Subrecipient shall comply with the nonprofit procurement standards at 24 CFR 84.40-48, or 24 CFR 85.36(b) for governmental entities.

Section 12 – Conflict of Interest (92.356)

Generally, no employee, agent, member, consultant, officer or elected or appointed official of the members in the Consortium or Subrecipient who exercises or has exercised any functions or responsibilities with respect to any activities that are in any way connected with the decision to provide the HOME Funds may obtain a financial interest, reside in, or benefit from those activities, or have an interest in any contract, subcontract or agreement with respect thereto, or the proceeds thereunder, either for themselves or those with whom they have family or business ties, during their tenure or for one year thereafter as stated in 24 CFR 92.356, and the Subrecipient must take appropriate steps to assure compliance.

Section 13 – Records (92.508)

Records documenting time and costs related to HOME administration must be kept which demonstrate compliance with this Agreement and related regulations of the HOME Program 24 CFR 92.

Records must be kept by the Subrecipient and be made available to the Consortium that demonstrate compliance with this Agreement and with 24 CFR 92.508. Records must be maintained for at least five (5) years after expenditure of administrative funds, except when any of the following apply:

1. Records that are the subject of audit findings must be retained for three (3) years after such findings have been resolved;
2. Records for non-expendable property (as defined in OMB Circular #A-110 for non-profit organizations) shall be retained for three (3) years after final disposition of the property.

If any litigation, claim, negotiation, audit, monitoring, inspection or other action has been started before the expiration of the required record retention period, records must be retained until completion of the action and resolution of all issues which arise from it, or until the end of the required period, whichever is later.

Upon request, the Subrecipient agrees to immediately provide to the Lead Entity any and all information to document compliance with the HOME Program and related laws, rules, regulations and policies.

Section 14 – Public Records

The Subrecipient understands that this Agreement is subject to public records disclosure pursuant to RCW 42.56 and agrees to timely provide documents as required by law. The Subrecipient shall indemnify, defend and hold harmless the Lead Entity of the Consortium for any liability arising out of the Subrecipient's failure to produce public records as required.

Section 15 – Monitoring

At least annually, or more often if deemed necessary, the Lead Entity will monitor the performance of the Subrecipient to assure compliance with the requirements of this Agreement. The review may include on-site inspections and review of records to determine compliance with this Agreement through the contract period. Monitoring forms primarily used can be found at:

http://portal.hud.gov/hudportal/HUD?src=/program_offices/administration/hudclips/handbooks/cpd/6509.2
Chapter 7 for the HOME Investment Partnership Program.

The Subrecipient agrees to provide any and all information to the Consortium to assist in meeting administrative and monitoring requirements. The Subrecipient agrees to work cooperatively with the Consortium to assist in meeting its obligations to HUD.

Any duly authorized representative of the U.S. Department of Housing and Urban Development, authorized federal or state agent, or the Consortium shall at all reasonable times have access to

and the right to inspect, copy, audit, and examine all books, records and other documents relating directly to the Subrecipient's receipt and disbursement of the HOME funds. The Subrecipient agrees to immediately correct any deficiencies as noted by the Lead Entity, HUD, and/or other authorized entities.

Section 16 – Financial Responsibility & Timeliness of Reimbursement Requests

The Subrecipient agrees that it is financially and legally responsible for any monitoring/audit exception which occurs due to its negligence or failure to comply with the terms of this Agreement and/or HOME regulations. The Subrecipient acknowledges that failure to submit reimbursement requests with all appropriate supportive documentation within 120 days of incurring administrative costs shall result in those costs becoming the financial responsibility of the Subrecipient.

Section 17 – Indemnification

The Subrecipient will save and hold harmless and indemnify the Lead Entity against any and all liability, claims and costs of whatever kind and nature for injury to or death of any person or persons, and for loss or damage to any property, occurring in connection with or in any way incident to or arising out of activities undertaken under this Agreement. Further, Subrecipient shall reimburse the Lead Entity for all costs incurred in connection with a negative audit finding resulting from Subrecipient's negligent or willful mismanagement of HOME funds, or its negligent or willful disregard for the laws, rules and regulations governing the HOME Investment Partnership Program.

Section 18 – Corrective and Remedial Action

Subrecipient will immediately correct or cause to be immediately corrected any and all actions or performance deficiencies in the project as may be determined by the Lead Entity, or the U.S. Department of Housing and Urban Development (HUD). Failure to correct such actions or performance deficiencies within thirty (30) days from written notification from the Lead Entity may result in suspending the disbursement of HOME administrative funds, suspending all HOME funded projects, cancellation of this contract and other HOME Program contracts, reprogramming of HOME funds to other eligible activities, and/or repayment of the HOME funds by the Subrecipient from non-federal sources.

Section 19 – Attorney's Fees-Costs

In the event of a lawsuit between the parties to this Agreement, the prevailing party shall be entitled to recover judgment against the other party for reasonable attorney's fees and other costs either at trial or on appeal. If either party exercises any non-judicial right or remedy to enforce such party's rights hereunder, it shall be a condition for the cure of the default that the defaulting party will pay the non-defaulting party's reasonable attorney's fees incurred and all reasonable costs. Failure to pay such costs and reasonable attorney's fees shall constitute an event of default under this Agreement.

Section 20 – Venue and Law

Except where federal law controls, this Agreement shall be governed by the laws of the State of Washington. Venue for any action under this contract shall be in Benton County, Washington.

Section 21 – Suspension or Termination of Agreement

The Consortium may cancel this Agreement “for cause” or “not for cause” by providing written 30 days’ notice by certified mail, return receipt requested, to the other signatory members of this Agreement.

There are three (3) separate methods of suspension or termination of this Agreement:

- i. By fulfillment. The Agreement will be considered to be terminated upon fulfillment of its terms and conditions.
- ii. By mutual consent. The Agreement may be terminated or suspended in whole or in part, at any time, if both parties consent to such termination or suspension. The conditions of the suspension or termination shall be documented by giving a minimum of 30 days’ written notice.
- iii. For cause. The Consortium may suspend or terminate this Agreement in whole or in part, for cause, when the Subrecipient has failed in whole or in part to meet its commitments and obligations as outlined, and when the Consortium deems continuation to be detrimental to its interest. Failure to carry out the project as described and in compliance with HOME Program regulations found at 24 CFR 92 will be deemed a failure to perform, and cause the immediate relinquishment of any interest in future HOME funds and/or require repayment of expended HOME funds.

In the event of suspension, the Consortium will notify the Subrecipient in writing of the corrective action required. Further payment may be withheld at the Consortium’s discretion until the Subrecipient causes corrective action or the Agreement is terminated.

“For cause” includes:

- a. failure to comply with the terms and conditions of this Agreement, or to substantiate compliance;
- b. Improper or illegal use of project funds or resources;
- c. Any illegal act by the Subrecipient and its representatives.
- d. Failure to submit required reports on or before due date or failure to document compliance with the terms and conditions contained herein.

In the event of termination, the Lead Entity will notify the Subrecipient in writing of its determination to terminate, the reason for such termination, and the effective date of the termination. Payments made to the Subrecipient or recoveries by the Consortium will be in accordance with the legal rights and liabilities of the parties. Recoveries include all HOME funds on hand at the time of Agreement termination, any accounts receivable attributable to the use of HOME funds, and any other assets acquired with HOME funds.

Actions by either party under this article shall not constitute a waiver of any claim by either party arising from conditions or situations leading to such suspension or termination.

HOME funds not committed to specific projects as of the cancellation date will be relinquished to the Consortium for redistribution to other qualified projects.

Section 22 – Dispute Resolution

The Lead Entity and the Subrecipient agree to negotiate in good faith for a period of 30 days from the date of notice of all disputes between them prior to exercising their legal rights under this Agreement or other law. All disputes not resolved by negotiation between the parties may be arbitrated only by mutual agreement of the parties. If not mutually agreed to resolve the claim by arbitration, the claim will be resolved by legal action. Arbitration of all claims will be in accordance with the RCW 7.04A and the mandatory rules of arbitration with venue being placed in Benton County, Washington. Arbitration shall include an award to the prevailing party of its reasonable attorney fees and costs in action against the other.

Section 23 - Debarment and Suspension (2 CFR 2424)

The Subrecipient may not award or permit an award of a contract to any party which is debarred, suspended or ineligible to participate in a federal program. The Subrecipient certifies that it is not debarred, suspended or ineligible to participate in a federal program. The Subrecipient will submit to the Consortium the names of contractors and any subcontractors prior to signing contracts to ensure compliance with 24 CFR Part 24, “Debarment and Suspension.” The Subrecipient will also assure that language pertaining to debarred, suspended or ineligibility to participate is inserted in all contract agreements. If, during the time of this Agreement, the Subrecipient is debarred, suspended or ineligible to participate in a federal program, the Consortium may terminate this Agreement for cause.

Section 24 – Financial Management and Audits (92.506)

The Subrecipient shall adhere to the generally accepted accounting principles and procedures issued by the American Institute of Certified Public Accountants, and will utilize adequate internal controls and maintain necessary source documentation for all costs incurred. The Subrecipient shall comply with the cost principles and administrative requirements of 2 CFR part 200, as applicable, depending on Subrecipient status as a state, local government or Indian tribe, or a non-profit organization. All costs must be reasonable and necessary.

The Subrecipient shall also comply with auditing standards issued by the Comptroller General of the United States and be conducted in accordance with 2 CFR part 200, Subpart F. All subrecipients who expend \$750,000 or more in a year in federal awards, whether a direct subrecipient of this Agreement or a sub-subrecipient receiving federal funds through a pass-through entity, shall have a single audit conducted for that year in accordance with 2 CFR § 200.501(a). When a subrecipient expends federal awards under only one federal program, excluding Research and Development performed by a non-federal entity, and the program’s laws, regulations, or grant agreements do not require a financial statement audit, the subrecipient may elect to have a program-specific audit conducted in accordance with 2 CFR § 200.501(c). A program-specific audit may not be elected for Research and Development unless all of the federal awards expended were received from the same federal agency, or the same federal agency and the same pass-through entity, and that federal agency, or pass-through entity approves in advance a program-specific audit. The audit must be conducted within 60 days of completion of this Agreement.

Non-federal entities who expend less than \$750,000 a year in federal awards are exempt from federal audit requirements for that year, except this does not limit the authority of federal agencies, including HUD, Inspectors General, or General Accounting Office to conduct or arrange for additional audits. See 2 CFR § 200.501(d). All records shall be made available for review or audit by appropriate local, state and federal entities.

Section 25 – DUNS Number

A Dun and Bradstreet Data Universal Numbering System (DUNS) number is required for any business or agency that receives federal assistance per the Federal Funding Accountability and Transparency Act of 2006 (FFATA). The Subrecipient will provide information on itself, will assure that all assisted agencies/businesses have been assigned a DUNS number, and shall provide this information to the Lead Entity. A free DUNS number may be requested via the web at <http://fedgov.dnb.com/webform/index.jsp> or by calling 1-866-705-5711.

Section 26 – SAM Registration

The Federal Funding Accountability and Transparency Act of 2006, as amended (FFATA) requires the Office of Management and Budget (OMB) to maintain a single, searchable website that contains information on all federal spending awards. As part of this, all agencies/businesses that meet the following thresholds must register in SAM and report to the Consortium if they had:

- a) A gross income from all sources over \$300,000 in the agency's previous tax year; and
- b) Are awarded HOME funds of \$25,000 and over.

This information must be reported to the Consortium within five (5) days of signing this Agreement. Free registration can be obtained at <https://www.sam.gov/portal/public/SAM/>. Because this registration expires annually, it must be updated and kept current during the contract period. The Subrecipient will provide information on itself and will assure that all assisted agencies/businesses have registered and remain current in SAM. Additional information is required if more than 80% of annual gross revenues of \$25 million or more come from the federal government, and employee and compensation information is not already available through reporting to the SEC.

Section 27 – Reversion of Assets

Upon expiration of this Agreement, any HOME funds or accounts receivable that can be attributed to the use of HOME funds will revert to the Lead Entity of the Consortium. Should the Consortium Member stop participating in consortium programs or fail to perform in compliance with program requirements, assets are subject to reversion to the Lead Entity.

Section 28 – Drug Free Workplace

In accordance with the Drug Free Workplace Act of 1988, Subrecipient will, or will continue to, provide a drug-free workplace by:

1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace, and specifying the actions that will be taken against employees for violation of such prohibition;

2. Establishing an ongoing drug-free awareness program to inform employees about:
 - a) The dangers of drug abuse in the workplace;
 - b) The Subrecipient/employer's policy of maintaining a drug-free workplace;
 - c) Any available drug counseling, rehabilitation, and employee assistance programs; and
 - d) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
3. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph 1;
4. Notifying the employee in the statement required by paragraph 1 that, as a condition of employment under the grant, the employee will:
 - a) Abide by the terms of the statement; and
 - b) No later than five (5) calendar days after such conviction, notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace;
5. Notifying the agency in writing within ten (10) calendar days after receiving notice under subparagraph 4(b) from an employee, or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee on whose grant activity the convicted employee was working, unless the federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;
6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph 4(b), with respect to any employee who is so convicted:
 - a) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
 - b) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency;
7. Making a good faith effort to continue to maintain a drug-free workplace by implementation and enforcement of this article while carrying out all HOME Program-related activities.

Section 29 – Anti-Lobbying Certification

To the best of the signatory party's knowledge and belief:

No federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an 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 any federal contract, grant, loan, or cooperative agreement;

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 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, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and

The language of the above paragraphs of this anti-lobbying certification must be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and all subrecipients/sub-subrecipients shall certify and disclose accordingly.

The signatory parties are in compliance with restrictions on lobbying required by 24 CFR Part 87, together with disclosure forms, if required by that part.

Section 30 – Uniform Administrative Requirements (92.505)

Governmental subrecipients must comply with OMB Circular A-87 for determining allowable costs and the following sections of 24 CFR Part 85:

- 85.60 Additions and Exceptions
- 85.12 Special Grant or Subgrant Conditions for "high-risk" Grantees
- 85.20 Standards for financial management systems
- 85.22 Allowable costs
- 85.26 Non-Federal Audit
- 85.32 Equipment
- 85.33 Supplies
- 85.34 Copyrights
- 85.36 Procurement
- 85.44 Termination for Convenience
- 85.51 Later Disallowances and Adjustments
- 85.52 Collection of Amounts Due

The Agreement will be effective upon the date of signing by the City of Richland, Lead Entity of the Tri-Cities HOME Consortium.

SUBRECIPIENT: CITY OF KENNEWICK

CONSORTIUM:

Tri-Cities HOME Consortium
P.O. Box 190, MS 19
Richland, WA 99352

Signature Date

Cynthia D. Reents, City Manager Date
City of Richland

Print Name and Title

APPROVED AS TO FORM:

Heather Kintzley, City Attorney
City of Richland

Council Agenda Coversheet 	Agenda Item Number	3.f.	Council Date	04/04/2017	Consent Agenda	☒
	Agenda Item Type	Contract/Agreement/Lease			Ordinance/Reso	☐
	Subject	Tri-Cities HOME Consortium DPA Agreement			Public Mtg / Hrg	☐
	Ordinance/Reso #		Contract #		Other	☐
	Project #		Permit #		Quasi-Judicial	☐
	Department	Management Services				

Recommendation

Staff recommends that Council authorize the City Manager to sign the Tri-Cities HOME Consortium Downpayment Assistance Funds Subrecipient Agreement.

Motion for Consideration

I move to authorize the City Manager to sign the Tri-Cities HOME Consortium Downpayment Assistance Funds Subrecipient Agreement for program year 2017.

Summary

The Consortium was originally formed in 1995 between the Cities of Kennewick, Pasco and Richland. The three cities do not meet the population and demographic criteria to receive HOME funds independently, but instead qualify for the funds as a Consortium. CDBG/HOME staff from the three cities (the Consortium) are in accord with the Downpayment Assistance Funds Subrecipient Agreement. The Subrecipient Downpayment Assistance Agreement is executed annually in order to provide the dollar amount of HOME funds available to each City for the current year (2017) and dates for commitment and expenditure.

Created by the National Affordable Housing Act of 1990, HOME is the largest federal block grant available to communities to assist in the creation of affordable housing. The purpose of the HOME program is to increase the supply of decent, safe, sanitary and affordable housing to low- and very low-income households.

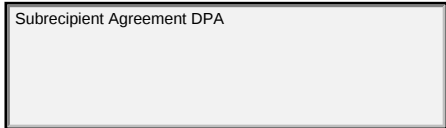
Historically, the City's HOME funds have been used almost exclusively for downpayment assistance to first-time home buyers that qualify for the program. The City will provide up to a maximum of \$10,000 in funds to individuals in an amount sufficient to make the homes affordable per underwriting guidelines established by the Consortium.

Alternatives

None recommended.

Fiscal Impact

None

Through	Carol Evans Mar 28, 09:08:08 GMT-0700 2017	Attachments: 
Dept Head Approval	Christina Palmer Mar 30, 12:04:53 GMT-0700 2017	
City Mgr Approval	Marie Mosley Mar 30, 12:37:06 GMT-0700 2017	

☐ Recording Required?

TRI-CITIES HOME CONSORTIUM
SUBRECIPIENT WRITTEN AGREEMENT

DOWNPAYMENT ASSISTANCE MANAGED BY SUBRECIPIENT - 2017

This HOME Program Subrecipient Agreement is made and entered into as of the _____ day of _____, 20____, between the City of Richland, Lead Entity of the Tri-Cities HOME Consortium, 505 Swift Avenue, Richland, Washington, hereinafter referred to as "Consortium," and City of Kennewick, a member City of the Consortium, whose address is P.O. Box 6108, Kennewick, WA 99336, hereinafter referred to as "Subrecipient." This Agreement is authorized by Title II, Sections 216 and 217 of the Cranston-Gonzalez National Affordable Housing Act of 1990, as amended, and the correlating federal regulations found at 24 CFR Part 92, together known as the HOME Investment Partnerships (HOME) Program.

W-I-T-N-E-S-S-E-T-H:

I. RECITALS

WHEREAS, the Federal Government has made funds available to the Consortium pursuant to the HOME Program CFDA 14.239 to increase the number of families, especially low income families, served with decent, safe, sanitary and affordable housing, and to expand the long term supply of affordable housing; and

WHEREAS, the Consortium seeks to invest a portion of its HOME allocation to support affordable home ownership opportunities through the provision of Downpayment Assistance to eligible homebuyers; and

WHEREAS, the HOME Program authorizes contracts with public agencies to carry out the objective identified above; and

WHEREAS, the City of Richland has been designated as the Lead Entity of the Tri-Cities HOME Consortium as delineated in the "Tri-Cities HOME Consortium Agreement;" and

WHEREAS, the Lead Entity is responsible for the distribution of funds to the Subrecipient(s) who manage projects utilizing said HOME funds; and

WHEREAS, the Lead Entity is also responsible for monitoring, reporting, and record-keeping to assure compliance with federal regulations of the HOME Investment Partnership Program; and

WHEREAS, the U.S. Department of Housing and Urban Development ("HUD") requires the Lead Entity to execute Subrecipient Agreements when applicable;

NOW, THEREFORE, the parties, for and in consideration of the promises and mutual obligations set forth below, agree as provided for in this Agreement.

II. Definitions

Section 1 – Definitions (92.2)

Downpayment Assistance - HOME funds provided to assist eligible buyers in purchasing eligible homes. Up to \$10,000 in direct assistance will be used to assist eligible buyers purchase eligible homes.

HOME Funds - The total amount of HOME Program dollars being provided to the Subrecipient under this Agreement.

HOME Assisted Unit - Those units in the Project, which are assisted with the use of HOME Funds in the form of Downpayment Assistance

Lead Entity - The unit of local government designated by the Tri-Cities HOME Consortium to act in a representative capacity of all members for the purposes of this Agreement (City of Richland). The Lead Entity will assume overall responsibility for ensuring that the Tri-Cities HOME Consortium is administered and operates in compliance with the requirements of the HOME Program. The Lead Entity serves as the official and primary contact between HUD and the Tri-Cities HOME Consortium.

Project - The activity and result for which HOME Funds are being provided under this Agreement. Under this Agreement, "Project" refers exclusively to HOME Downpayment Assistance.

Project Delivery Costs - Reasonable and necessary costs incurred by the Subrecipient and/or Lead Entity associated with financing the housing assisted with HOME funds. These may include, but are not limited to, direct staff costs for work associated with a specific address and costs for services required by private lenders.

Regulations - The requirements in 24 CFR Part 92 which govern the HOME Investment Partnership Program and the use of HOME Funds, and all related and applicable OMB Circulars, Codes, Regulations, State of Washington, and local requirements. Subrecipient agrees to comply, and, as applicable, to require all third parties to comply with the requirements of the regulations. Should anything in this Agreement be construed to conflict with HOME regulations, the regulations shall prevail.

Subrecipient Administrator - HOME Consortium member(s) other than the non-Lead Entity who perform some HOME administrative roles as delineated under separate, specific HOME written Agreements. This term refers to the City of Kennewick and/or the City of Pasco.

Tri-Cities HOME Consortium - The particular Consortium operating under the HOME Program consisting of the Cities of Kennewick, Pasco, and Richland. These three cities are each "Consortium Members."

III. Agreement

Section 2 – The Project (92.205)

HOME Funds are being made available to the Subrecipient for the purpose of promoting affordable housing to very low (50% and below median), and low-income (51% to 80% median) households through the provision of Downpayment Assistance, hereinafter called the “Project.”

Project Description and Schedule of Completion:

Use of HOME funds:	Provision of direct assistance to buyers - down payment forgivable loan, grant, selling a home at a price below fair market value, principal reduction, and/or prepay and closing cost assistance. Program may be city-wide or limited to areas targeted for revitalization.
Role of Subrecipient:	Program marketing, intake and screening of prospective homebuyers, thorough buyer underwriting, income calculation and documentation, executing required agreements with buyers, recordkeeping, and ensuring long-term compliance.
Role of Lead Entity:	Final buyer underwriting and approval. Data entry into IDIS.
Date funds must be committed:	June 30, 2019
Date funds must be expended:	January 31, 2019

The Subrecipient acknowledges and agrees that time is of the essence in this Agreement. HOME funds uncommitted as of February 1, 2019 will be reallocated by the Lead Entity to a CHDO development project or Downpayment Assistance in 2019.

All project work will be completed no later than January 31, 2019. Failure to complete the project as agreed upon, or to comply with HOME Program and other applicable local, state or federal requirements, can result in a breach of this Agreement and cause any HOME funds drawn or incurred to become immediately due and repayable to the City of Richland, Lead Entity for the Tri-Cities HOME Consortium.

Section 3 – Sources and Uses of Funds (92.504)

The total amount of HOME Funds to be allocated to this Downpayment Assistance Project is \$117,082, plus Program Income earned by Member in the fiscal year. The Project will use a combination of HOME Funds from consortium fiscal year (Jan-Dec) 2017 and unallocated HOME Funds.

The Subrecipient will provide up to a maximum of \$10,000 in funds to individuals in an amount sufficient to make the homes affordable per underwriting guidelines established by the Consortium. The Subrecipient, and/or Consortium Member, will be named as mortgagee on the properties secured by a recorded Deed and Note as required by 24 CFR 92.254 for a period not less than the period of affordability. The HOME funds shall be no lower in priority than second position on the property unless prior written authorization is granted by the Consortium. The

property must be used as the household's primary residence during the term of the HOME Program period of affordability for both homebuyer and homeowner projects.

Section 4 – Income Eligibility (5.609)

Homebuyers assisted with HOME funds must have household incomes at or below 80% of Area Median Income, as published annually by the Department of Housing and Urban Development. Income documentation will be in a form consistent with HOME requirements as stated in the HUD handbook "Technical Guide for Determining Income and Allowances Under the HOME Program," 24 CFR Part 5. Documentation of household income must be examined in accordance with Consortium HAP guidelines and projected for the next 12-month period to determine income eligibility. Household income must be re-examined to determine continued eligibility for the HOME Program if the loan closing or recordation of the Deed of Trust occurs later than 6 months from initial income verification. All household members aged 18 or older must certify their gross annual income, including household members who declare no income and non-related adults sharing a household.

Section 5 – Minimum HOME Investment (92.205(c))

Homeownership projects must meet the minimum per-unit subsidy amount at 24 CFR 92.205(c), currently established as a minimum of one percent of the purchase price or \$1,000, whichever is greater.

Section 6 – Maximum HOME Investment (92.250)

The Consortium's maximum allowed Downpayment Assistance is \$10,000 per household.

If Consortium HOME assistance is provided to a household that is receiving HOME assistance, total HOME investment must not exceed the HOME subsidy limits set at 240% of the per unit dollar limits established under Section 221(d)(3)(ii) of the National Housing Act (12 USC 17151(d)(3)(ii)) for elevator-type projects that apply to Area for Benton and Franklin counties (per 24 CFR 92.250). HUD periodically establishes this amount, and once known, the Lead Entity is responsible for forwarding these limits to Subrecipient.

If Downpayment Assistance is provided to a buyer purchasing a home developed with HOME funds, this activity must fall under the provisions of a HOME written agreement between the Subrecipient and the Lead Entity separate from this Agreement.

Section 7 – Maximum Purchase Price (92.254(a)(2))

HOME funds are intended to provide modest housing. The maximum purchase price for existing standard housing cannot exceed 95% of the median area purchase price for single family housing in the jurisdiction as determined annually by HUD, or as determined by the Consortium with written approval from HUD. A newly-constructed home may not exceed the maximum purchase price limit as established annually by HUD. In addition, the purchase price of a property may not exceed the appraised value of the property.

Section 8 – Displacement/Relocation Requirement (92.353) and URA

Any project that might displace a person, family, business, non-profit organization, or farm must be approved by the Consortium prior to any commitment of HOME funds for the project, or of

entering into any type of agreement, whether verbal or written, with another party. Failure to receive prior approval may cause the forfeiture/repayment of any and all sums under this Agreement by the Subrecipient.

Section 9 – Environmental Review (92.352)

The effects of each activity related to the Project must be assessed in accordance with the provisions of the National Environmental Policy Act of 1969 and the related authorities in 24 CFR Parts 50 and 58, and as detailed in 24 CFR 92.352. The Subrecipient must, **prior** to committing or undertaking any activity that has physical impacts or limits the choice of alternatives with respect to the Project, regardless of whether such activity is to be funded by the HOME Program or other funds, comply, to the extent applicable, with the regulations found at 24 CFR Part 58. For HOME activities involving only Downpayment Assistance, the 58.6 “Short Form” shall be completed to ensure that there is no environmental impact to the project.

Although the Consortium assumes overall responsibility for the environmental review, the Subrecipient agrees to assist in providing information relating to the environmental review. All applicable environmental review and mitigation requirements as provided in 24 CFR 58.5 must be completed by the Lead Entity and approved by the U.S. Department of Housing and Urban Development. The Subrecipient will abide by any special conditions, procedures and requirements of the environmental review, and will advise the Consortium of any proposed change in the scope of the Project or any change in environmental conditions in accordance with 24 CFR 58.71(b).

The Subrecipient may not use any of the HOME Funds for acquisition or construction in identified special flood hazard areas unless the Project is subject to the mandatory purchase of flood insurance as required by Section 102(a) of the Flood Disaster Protection Act of 1973.

Failure to comply with this provision will cause an immediate cancellation of this Agreement and forfeiture/repayment of HOME funds.

Section 10 – Disbursement of Funds (85.22)

The Subrecipient may request funds under this Agreement only when a written agreement (per 24 CFR 92.504(c)) has been fully executed, the funds are needed for payment of specific allowable costs (per 24 CFR 92.206), and only in amounts needed to pay such costs as identified in 24 CFR 85.22. The Subrecipient shall be reimbursed for eligible project costs after review and approval by the Consortium of invoices, statements and other billings, supporting documentation, and property inspection, if applicable. Upon prior approval from the Lead Entity, the Consortium may pay a vendor or contractor directly.

Section 11 – Relationship

The relationship of the Subrecipient to the Consortium shall be that of an independent agency. Nothing herein shall be deemed to create the relationship of employer/employee or principal/agent between the parties.

Section 12 – Modifications and Amendments

This Agreement may only be amended in writing signed by the Consortium and the Subrecipient. All modifications and amendments to this Agreement shall be in writing; such modification or

amendment shall not take effect until specifically approved in writing by the Lead Entity of the Consortium and signed by all parties to this Agreement.

Section 13 – Waivers

No conditions or provisions of this Agreement shall be waived unless approved by the Consortium in writing.

Section 14 – Assignment

The Subrecipient shall not assign any interest in this Agreement, and shall not transfer any interest in this Agreement to any party (whether by assignment or novation) without prior written consent of the Consortium.

Section 15 – Severability

If any provision of this Agreement, or portion thereof, is held invalid by any court of rightful jurisdiction, the remainder of this Agreement shall not be affected, providing the remainder continues to conform to applicable Federal and State law(s) and regulations and can be given effect without the invalid provision.

Section 16 – Insurance and Bonds

The Subrecipient and its employees, volunteers, contractors or consultants shall carry throughout the life of this Agreement General Liability Insurance, Comprehensive Automobile Liability Insurance, and other such coverage as may be appropriate or required by State or Federal law, for the services to be performed. This insurance shall include the following:

1. Professional Legal Liability: Subrecipient shall maintain Professional Legal Liability or Professional Errors and Omissions coverage appropriate to the Subrecipient's profession and shall be written subject to limits of not less than \$1 million per claim and \$1 million policy aggregate limit. The coverage shall apply to liability for a professional error, act, or omission arising out of the scope of the work for this Agreement. Coverage shall not exclude bodily injury, hazards, or property damage related to the work in this Agreement, including testing, monitoring, measuring operations, or laboratory analysis where such services are rendered as part of the Agreement.
2. Worker's Compensation (Industrial Insurance): Workers' Compensation insurance as required by Title 51 RCW shall be maintained, and Subrecipient shall provide evidence of coverage if so required.
3. Commercial General Liability: Commercial General Liability coverage shall be written on ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, independent contractors, personal injury and advertising injury. The insurance shall include the Consortium, its members, officers, officials, employees and agents with respect to performance of services, and shall contain no special limitations on the scope of protection afforded as an additional insured. If this Agreement is over \$50,000 then Employers Liability Coverage shall also be maintained. Coverage shall include limits of not less than \$1 million per occurrence, and \$2 million aggregate.
4. Automobile Liability: Business Automobile Liability insurance with a minimum combined limit no less than \$1 million per accident for bodily injury and property damage shall be

maintained. Coverage shall include owned, hired, leased, and non-owned automobiles. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage. If deemed necessary, the policy shall be endorsed to provide contractual liability coverage.

Insurance is to be placed with insurers with a current A.M. best rating of not less than A: VII. Subrecipient shall furnish the Consortium with original certificates and a copy of the amendatory endorsements, including, but not necessarily limited to, the additional insured endorsement, evidencing the insurance requirements prior to the commencement of the work.

The insurance coverage shall be primary with respect to any insurance or self-insurance covering the Consortium, its members, elected and appointed officers, officials, employees and agents. Any insurance, self-insurance, or insurance pool coverage maintained by the Consortium shall be excess of the Subrecipient's insurance and shall not contribute with it. Subrecipient shall give 30 days' prior written notice by certified mail, return receipt requested, to the Consortium prior to any attempt to cancel any insurance policy maintained under this Agreement.

Section 17 – Procurement Standards (84.40-48 Non Profit or 85.36(b) Government)

If applicable to its Downpayment Assistance program, the Subrecipient will establish procurement procedures to ensure that materials and services are obtained in a cost-effective manner. At a minimum, the Subrecipient shall comply with the nonprofit procurement standards at 24 CFR 84.40-48, or 24 CFR 85.36(b) for governmental entities.

Section 18 – Program Income (92.503) and Administrative Funds (92.207)

Program income must be remitted to the Lead Entity within thirty (30) days of receipt to assist the Consortium from drawing additional funds from the U.S. Treasury. The Subrecipient will provide information as to the Project that generated the funds. Subrecipient will be eligible to use 10% of its own generated program income for administrative purposes, and the balance of 90% will be distributed to projects in accordance with the approved Annual Action Plan.

Section 19 – Match Requirement (92.218)

The HOME program requires a non-federally funded 25% match to funds drawn from the federal government. The Subrecipient is required to document sources of match, both cash and in kind, and submit this information quarterly to the Lead Entity. The Subrecipient is responsible for tracking and reporting any HOME Match generated by its Downpayment Assistance Program. As written in the Tri-Cities HOME Consortium Agreement:

Should the Consortium's accrued HOME Match balance fall below one full year's Match obligation, each Member shall be responsible for generating the required match based on their share of funds. If the Match cannot be supplied by the responsible Member, then HOME funds and associated match obligation may be transferred to another Member by Lead Entity. If a member fails to supply sufficient match, their share of HOME funding may be reduced commensurate with the match deficiency, as delineated in any Related Subrecipient Agreements.

Section 20 – Period of Compliance/Period of Affordability (92.254(b)4 Owner or 92.252(e) Rental

The HOME-assisted housing must meet the affordability requirements established at 24 CFR 92.254(4) for owner-occupied units, or for a period not less than specified in the following table:

Homeownership Assistance HOME amount per unit*	Minimum Period of Affordability In Years
Under \$15,000	5
\$15,000 to \$40,000	10
Over \$40,000 or rehabilitation involving refinancing	15

This period of compliance is called the “Period of Affordability” for the Project, beginning after the Project is completed and occupied by an eligible household, and without regard to the term of the loan or the transfer of ownership, except as noted below. The terms of affordability and reporting requirements must be conveyed to the owner.

Section 21 – Termination of Period of Affordability (92.254(a)(5)(i)(A)

The applicability of the regulations may be terminated upon foreclosure or transfer in lieu of foreclosure. The applicability of the affordability regulations shall be revived according to the original terms if during the original Period of Affordability, the owner of record, before the foreclosure or deed in lieu of foreclosure, or any entity that includes the former owner or those with whom the former owner has or had family or business ties, obtains an ownership interest in the project or property. Subrecipient may use purchase options, rights of first refusal, or other preemptive rights to purchase the housing before foreclosure in order to preserve affordability.

Section 22 – Recapture Requirements (92.254)

Section 215 of the HOME statute requires that to be classified as affordable housing, the property must have an initial purchase price that does not exceed 95% of the median purchase price for the area, the house must be the principal residence of an owner who qualifies as low income (80% or below median as established annually by HUD) at the time of purchase, and be subject to either resale or recapture provisions. The Consortium uniformly applies the recapture provision to ensure affordability as set forth in 24 CFR 92.254(a)(4), and 24 CFR 92.254(a)(5)(ii)(A)(1) and (A)(2), and (A)(5). Homebuyer direct assistance including downpayment, closing costs and other direct subsidies such as principal reduction, interest buy-downs, etc. are subject to recapture provisions. It also includes any HOME investment that reduced the initial purchase price from fair market value to an affordable price (direct subsidy), and/or principal and interest balance.

Deed of Trust restrictions, promissory notes, and written agreements are required on each HOME assisted unit during the period of affordability, with specific loan terms and conditions established by the Consortium. These documents enforce the recapture provision throughout the period of affordability, which starts when all funds have been drawn, information has been entered into HUD's Integrated Disbursement and Information System (IDIS), and the Project has been closed in IDIS.

Recapture is triggered by any transfer of title, either voluntary or involuntary, or if the housing does not continue to be the principal residence of the family during the period of affordability. This period is not contingent on loan terms and an amortization period.

If the property is not used as the primary residence yet is held in ownership by the HOME-assisted owner, under recapture provisions the entire HOME investment must be repaid, less any HOME Program principal repayments already made, but is not subject to prorated or other reductions during the period of affordability.

Recaptured funds from the sale are determined by the amount of net proceeds available from the sale. Net proceeds are defined as the sales price minus superior loan repayment (other than HOME funds) and any closing costs. The amount recaptured will not exceed the total net proceeds available. Funds that are recaptured from the sale or transfer of property during the period of affordability must be immediately returned to the City of Richland, as Lead Agency of the Consortium.

Recapture Provisions

The method the Tri-Cities HOME Consortium will use to structure its recapture provisions is as follows:

1. Direct HOME Subsidy. The PJ recaptures the entire amount of the direct HOME subsidy provided to the homebuyer before the homebuyer receives a return. The recapture amount is limited to the net proceeds available from the sale of the property during the period of affordability. If there are insufficient net proceeds available at sale, the homebuyer is not required to repay the difference between the total direct HOME subsidy and the amount that is available from net proceeds, and the PJ is not required to pay the difference to HUD.

Example: A homebuyer receives \$5,000 of direct HOME Downpayment Assistance to purchase a home at zero percent interest. The homebuyer sells the home after three years, during the required 5-year period of affordability. The PJ would recapture, assuming there are sufficient net proceeds, the entire \$5000 direct HOME subsidy. The homebuyer would receive any net proceeds in excess of \$5,000.

The HOME Consortium will provide up to \$10,000 in direct assistance to an eligible borrower for an eligible property. The direct assistance will be forgiven at the end of the six year period of affordability.

The loan will become immediately due and payable to the HOME Consortium if any of the following occurs during the duration of the loan: (1) the transfer or attempted transfer of an interest in a portion or all of the Property, whether by sale, refinance, contract, assignment or otherwise; (2) the death of all persons comprising the Borrower; (3) a default on any terms of the First Subordinate Deed of Trust, the First Promissory Note or the First Deed of Trust; (4) failure of the Borrower to use the Property continuously as the Borrower's principal or primary residence; (5) the renting, leasing or subletting of the Property to any third party for any purpose.

To preserve affordability, Consortium members may use purchase options, rights of first refusal, or other preemptive rights to purchase previous HOME assisted housing prior to foreclosure or at a foreclosure sale. HOME funds may not be used to repay a HOME loan or investment. The additional HOME assistance, combined with the initial HOME investment, may not exceed the maximum per unit subsidy limits established at 221(d)(3) for elevator construction. The affordability restrictions may terminate upon foreclosure, transfer in lieu of foreclosure, or assignment of an FHA insured mortgage to HUD. However, affordability restrictions must be

revived per the original terms if during the original affordability period, the owner of record, before the termination event, obtains an ownership interest in the housing.

Section 24 – Property Standards (92.251)

All existing housing assisted with Homebuyer/Downpayment Assistance must be decent, safe, sanitary, and in good repair. Acquisition of existing housing must be decent, safe, and sanitary, meet Housing Quality Standards (HQS), pass a visual paint assessment if constructed prior to 1978, and meet local ordinances and zoning at the time of project completion. Homes must meet all applicable Washington State and local City housing quality standards and code requirements. If the property is new construction and not assisted with HOME funds during the construction activities, it must have a Certificate of Occupancy issued prior to HOME Homebuyer/Downpayment Assistance and loan closing.

Under the New HOME Final Rule, released in July 2013, homes must be free of any deficiencies identified by HUD in the UPCS (pursuant to 24 CFR 5.705) based on the inspectable items and inspected areas in HUD-determined physical inspection procedures. If the housing does not meet these standards, the housing must be rehabilitated to meet the standards or it cannot be acquired using HOME Downpayment Assistance funds. *Note: Until HUD issues specific guidance on UPCS standards, the property standard requirements in the paragraph above will apply to all Projects.*

Section 25 – Non-Discrimination and Equal Opportunity

The Subrecipient agrees that it will utilize and make available the HOME funds in conformity with the non-discrimination and equal opportunity requirements set out in the HUD regulations in the National Housing Affordability Act. These regulations include:

1. The requirements of the Fair Housing Act, 42 U.S.C. 3601-20, and implementing regulations at 24 CFR Part 100; Executive Order 11063 (Equal Opportunity in Housing) as amended by Executive Order 12259 and implementing regulations at 24 CFR 107; and Title VI of the Civil Rights Act of 1964, 42 U.S.C. 2000d, and implementing regulations at 24 CFR Part 1 (Nondiscrimination in Federally Assisted Programs);
2. The prohibitions against discrimination on the basis of age under the Age Discrimination Act of 1975 (42 U.S.C. 6101-07) and the regulations at 24 CFR 146;
3. The prohibitions against discrimination on the basis of handicap under Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794) and implementing regulations at 24 CFR, Part 8;
4. The requirements of the Executive Order 11246 (Equal Employment Opportunity) and the regulations issued under the Order at 41 CFR Chapter 60;
5. The requirements of Section 3 of the Housing and Urban Development Act of 1968, 12 U.S.C. 1702u (Employment Opportunities for Business and Lower Income Persons in Connection with Assisted Projects); and
6. The requirements of Executive Orders 11625 and 12432 regarding Minority Business Enterprise, and 12138 regarding women's Business Enterprise, and regulations S.85.36(e) of Section 281 of the National Housing Affordability Act.

7. The requirements of Washington State law as found at RCW 49.60.
8. Equal Access to Housing in HUD Program Regardless of Sexual Orientation and Gender Identity FR-5359 February 2012. Through this final rule, HUD implements policy to ensure that its core programs are open to all eligible individuals and families based on their need regardless of sexual orientation, gender identity, or marital status. This rule follows a January 24, 2011 proposed rule which noted evidence suggesting that lesbian, gay, bisexual, and transgender (LGBT) individuals and families are being arbitrarily excluded from housing opportunities in the private sector. The rule clarifies that individuals and families may not be excluded from participation because one or more members of the household may be an LGBT individual, have an LGBT relationship, or be perceived to be such an individual or in such relationship. Owners and operators of HUD assisted housing or housing financed or insured by HUD may not inquire about the sexual orientation or gender identity of the applicant for, or occupant of, the dwelling, whether renter or owner occupied.

Section 26 – Affirmative Marketing (92.351(a), MBE/WBE Records (92.351(b) and 85.36(e) and Reports)

The Consortium's policy is to provide information and attract eligible persons to available housing without regard to race, color, national origin, sex, religion, familial status (persons with children under 18 years of age, including pregnant women), or disability. The procedures followed are intended to further the objectives of Title VIII of the Civil Rights Act of 1968 (Fair Housing Act), and Executive Order 11063, which prohibits discrimination in the sale, leasing, rent and other disposition of properties and facilities owned or operated by the federal government or provided with federal funds.

In accordance with the Affirmative Marketing regulations of the HOME Program 24 CFR §92.351, the Consortium has established an "Affirmative Marketing Plan" to ensure that all Subrecipient who are allocated HOME Funds employ a marketing plan that promotes fair housing and ensures outreach to all potentially eligible households, especially those least likely to apply for assistance.

Affirmative marketing steps will be taken by the Subrecipient to provide information and otherwise attract eligible persons in the housing market area to the available housing without regard to race, color, national origin, sex, religion, familial status or disability. A detailed affirmative marketing plan must be submitted to the Lead Entity of the Tri-Cities HOME Consortium at the start of the Project. The Subrecipient will document and provide data on the outreach steps taken.

Reports will be provided in accordance with 92.508(3) that gives a description of each project assisted, including the location, form, and term of assistance.

Section 27 – Lead-Based Paint

The Subrecipient must comply with the U.S. Department of Housing and Urban Development Lead-Based Paint Regulations (24 CFR Part 35) issued pursuant to the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. Sections 4821-4846, *et seq.*) and the Residential Lead-Based Paint Hazard Reduction Act of 1992 (42 U.S.C. 4851-4856) requiring elimination of immediate lead-based paint hazards in residential structures; and notification of the hazards of lead-based paint poisoning to purchasers and/or owners of residential structures constructed prior to 1978. Properties must pass the lead-based paint visual inspection (if home built prior to 1978). The Subrecipient will be responsible for conducting a visual inspection of any homes built prior to

1978 to identify any potential issues with lead-based paint. Should the visual inspection identify potential issues, the prospective buyer will be informed, and the buyer and/or seller shall be responsible for all lead-based paint testing, required repairs using safe work practices or a certified lead-based paint abatement firm, and a clearance exam.

Section 28- Reimbursement for Project Costs

The Lead Entity shall reimburse the Subrecipient for the following documented costs:

1. Direct Assistance to Eligible Homebuyers: The Lead Entity shall reimburse the Subrecipient for HOME Downpayment Assistance provided to eligible buyers for eligible home purchases as delineated in this Agreement.
2. Project Delivery Costs: The Lead Entity shall reimburse the Subrecipient for eligible project delivery costs as defined in Section II of this Agreement. Staff hours and all other costs must be thoroughly documented to be fully reimbursed.
3. Administrative Costs for Projects that do NOT go forward: If costs are incurred for a project/homebuyer that does not result in a HOME assisted unit those costs then become the financial responsibility of the Subrecipient and will not be reimbursed by the Lead Entity.

The Subrecipient shall submit requests for reimbursement of eligible costs, along with all appropriate documentation to the Lead Entity **within 60 days** of loan closing. Failure to submit requests for reimbursement shall result in those costs becoming the financial responsibility of the Subrecipient.

Section 29 – Conflict of Interest (92.356)

Generally, no employee, agent, member, consultant, officer or elected or appointed official of the members in the Consortium or Subrecipient who exercises or has exercised any functions or responsibilities with respect to any activities that are in any way connected with the decision to provide the HOME Funds may obtain a financial interest, reside in, or benefit from those activities, or have an interest in any contract, subcontract or agreement with respect thereto, or the proceeds thereunder, either for themselves or those with whom they have family or business ties, during their tenure or for one year thereafter as stated in 24 CFR 92.356, and the Subrecipient must take appropriate steps to assure compliance.

Section 30 – Records (92.508)

Project beneficiary information pertaining to household size, income levels, racial/ethnic characteristics, disability status, household composition, female head of household composition, and any other information required by the Consortium and HUD, will be collected and documented in an individual and cumulative manner. Project management records must be kept which demonstrate compliance with this Agreement and related regulations of the HOME Program 24 CFR 92.

Records must be kept by the Subrecipient and be made available to the Consortium that demonstrate compliance with this Agreement and with 24 CFR 92.508. Records must be maintained for at least five (5) years after the Project completion date, except for documents

imposing recapture restrictions, which must be retained for five (5) years after the expiration of the period of affordability, as specified above, or as any of the following apply:

1. Records that are the subject of audit findings must be retained for three (3) years after such findings have been resolved;
2. Records for non-expendable property (as defined in OMB Circular #A-110 for non-profit organizations) shall be retained for three (3) years after its final disposition.

If any litigation, claim, negotiation, audit, monitoring, inspection or other action has been started before the expiration of the required record retention period, records must be retained until completion of the action and resolution of all issues which arise from it, or until the end of the required period, whichever is later.

Upon request, the Subrecipient agrees to immediately provide to the Lead Entity any and all information to document compliance with the HOME Program and related laws, rules, regulations and policies.

Section 31 – Public Records

The Subrecipient understands that this Agreement is subject to public records disclosure pursuant to RCW 42.56 and agrees to timely provide documents as required by law. The Subrecipient shall indemnify, defend and hold harmless the Lead Entity of the Consortium for any liability arising out of the Subrecipient's failure to produce public records as required.

Section 32 – Monitoring

At least annually, or more often if deemed necessary, the Lead Entity will monitor the performance of the Subrecipient to assure compliance with the requirements of this Agreement. The review may include on-site inspections and review of records to determine compliance with this Agreement through the contract period. Monitoring forms primarily used can be found at:

http://portal.hud.gov/hudportal/HUD?src=/program_offices/administration/hudclips/handbooks/cpd/6509.2
Chapter 7 for the HOME Investment Partnership Program.

The Subrecipient agrees to provide any and all information to the Consortium to assist in meeting administrative and monitoring requirements, including reporting progress of the Project in IDIS. The Subrecipient agrees to work cooperatively with the Consortium to assist in meeting its obligations to HUD.

Any duly authorized representative of the U.S. Department of Housing and Urban Development, authorized federal or state agent, or the Consortium shall at all reasonable times have access to and the right to inspect, copy, audit, and examine all books, records and other documents relating directly to the Subrecipient's receipt and disbursement of the HOME funds, as well as access to the project site(s) and all project records. The Subrecipient agrees to immediately correct any deficiencies as noted by the Lead Entity, HUD, and/or other authorized entities.

The Subrecipient agrees to assist and cooperate with the Consortium in monitoring each housing unit for principal residency as provided in 24 CFR 92.254(a)(3) upon completion of the project and during the period of affordability.

Section 33 – Financial Responsibility and Timeliness of Reimbursement Requests

The Subrecipient agrees that it is financially and legally responsible for any monitoring/audit exception which occurs due to its negligence or failure to comply with the terms of this Agreement and/or HOME regulations. As provided in Section 28 regarding Reimbursement, the Subrecipient acknowledges that failure to submit reimbursement requests with all appropriate supportive documentation within 60 days of loan closing and direct assistance to the homebuyer shall result in those costs becoming the financial responsibility of the Subrecipient.

The Subrecipient further acknowledges that if costs are incurred for a project/homebuyer that does not result in a HOME assisted unit, those expenditures may be reimbursed from the Subrecipient's administration funds derived from program income generated by other HOME projects. If the Subrecipient has no balance of HOME program income from which such costs can be reimbursed, those costs then become the financial responsibility of the Subrecipient and will not be reimbursed by the Lead Entity.

Section 34 – Indemnification

The Subrecipient will save and hold harmless and indemnify the Lead Entity against any and all liability, claims and costs of whatever kind and nature for injury to or death of any person or persons, and for loss or damage to any property, occurring in connection with or in any way incident to or arising out of activities undertaken under this Agreement. Further, Subrecipient shall reimburse the Lead Entity for all costs incurred in connection with a negative audit finding resulting from Subrecipient's negligent or willful mismanagement of HOME funds, or its negligent or willful disregard for the laws, rules and regulations governing the HOME Investment Partnership Program.

Section 35 – Corrective and Remedial Action

Subrecipient will immediately correct or cause to be immediately corrected any and all actions or performance deficiencies in the Project as may be determined by the Lead Entity, or the U.S. Department of Housing and Urban Development (HUD). Failure to correct such actions or performance deficiencies within thirty (30) days from written notification from the Lead Entity shall result in suspending all HOME-funded projects, the cancellation of this Agreement and other HOME Program contracts, the reprogramming of HOME funds to other eligible activities, and/or the repayment of the HOME funds from non-federal sources.

Section 36 – Attorney's Fees and Costs

In the event of a lawsuit between the parties to this Agreement, the prevailing party shall be entitled to recover judgment against the other party for reasonable attorney's fees and other costs either at trial or on appeal. If either party exercises any non-judicial right or remedy to enforce such party's rights hereunder, it shall be a condition for the cure of the default that the defaulting party will pay the non-defaulting party's reasonable attorney's fees incurred and all reasonable costs. Failure to pay such costs and reasonable attorney's fees shall constitute an event of default under this Agreement.

Section 37 – Venue and Law

Except where federal law controls, this Agreement shall be governed by the laws of the State of Washington. Venue for any action under this contract shall be in Benton County, Washington.

Section 38 – Suspension or Termination of Agreement

The Consortium may cancel this Agreement “for cause” or “not for cause” by providing written 30 days’ notice by certified mail, return receipt requested, to the other signatory members of this Agreement.

There are three (3) separate methods of suspension or termination of this Agreement:

- i. By fulfillment. The Agreement will be considered to be terminated upon fulfillment of its terms and conditions.
- ii. By mutual consent. The Agreement may be terminated or suspended in whole or in part, at any time, if both parties consent to such termination or suspension. The conditions of the suspension or termination shall be documented by giving a minimum of thirty (30) days’ written notice.
- iii. For cause. The Consortium may suspend or terminate this Agreement in whole or in part, for cause, when the Subrecipient has failed in whole or in part to meet its commitments and obligations as outlined, and when the Consortium deems continuation to be detrimental to its interest. Failure to carry out the project as described and in compliance with HOME Program regulations found at 24 CFR 92 shall be deemed a failure to perform, and cause the immediate relinquishment of any interest in future HOME funds and/or require repayment of expended HOME funds.

In the event of suspension, the Consortium will notify the Subrecipient in writing of the corrective action required. Further payment may be withheld at the Consortium’s discretion until the Subrecipient causes corrective action or the Agreement is terminated.

“For cause” includes:

- a. Failure to comply with the terms and conditions of this Agreement, or to substantiate compliance;
- b. Improper or illegal use of project funds or resources;
- c. Any illegal act by the Subrecipient and its representatives;
- d. Failure to submit required reports on or before the due date or failure to document compliance with the terms and conditions contained herein.

In the event of termination, the Lead Entity will notify the Subrecipient in writing of its determination to terminate, the reason for such termination, and the effective date of the termination. Payments made to the Subrecipient or recoveries by the Consortium will be in accordance with the legal rights and liabilities of the parties. Recoveries include all HOME funds on hand at the time of Agreement termination, any accounts receivable attributable to the use of HOME funds, and any other assets acquired with HOME funds.

Actions by either party under this article shall not constitute a waiver of any claim by either party arising from conditions or situations leading to such suspension or termination.

HOME funds not committed to specific projects as of the termination date will be relinquished to the Consortium for redistribution to other qualified projects.

Section 39 – Dispute Resolution

The Lead Entity and the Subrecipient agree to negotiate in good faith for a period of 30 days from the date of notice of all disputes between them prior to exercising their legal rights under this Agreement or other law. All disputes not resolved by negotiation between the parties may be arbitrated only by mutual agreement of the parties. If not mutually agreed to resolve the claim by arbitration, the claim will be resolved by legal action. Arbitration of all claims will be in accordance with the RCW 7.04A and the mandatory rules of arbitration with venue being placed in Benton County, Washington. Arbitration shall include an award to the prevailing party of its reasonable attorney fees and costs in action against the other.

Section 40 – Written Agreement with Homebuyers (92.504(a))

In accordance with the provisions of 24 CFR 92.504(c)(5), when assistance is provided to a homebuyer or homeowner, a written agreement separate from deeds, promissory notes, or other security instruments must be entered into that includes, at a minimum:

For homebuyers, the agreement must conform to the requirements in 92.254(a) and specify the value of the property, principal residence, recapture provisions, and lease-purchase, if applicable. The agreement must specify the amount of HOME funds, the term and form of assistance whether grant or loan, the use of the funds for down payment, closing costs, rehabilitation, etc., and the date by which the housing must be acquired.

For homeowners, the written agreement must conform to the requirements in 92.254(b) and specify the amount, term, and form of HOME assistance, rehabilitation work to be undertaken, roles and responsibilities, date for completion, and property standards to be met.

The approved written agreement shall be provided to the Subrecipient by the Lead Entity.

Section 41 - Debarment and Suspension (2 CFR 2424)

The Subrecipient may not award or permit an award of a contract to any party which is debarred, suspended or ineligible to participate in a federal program. The Subrecipient certifies that it is not debarred, suspended or ineligible to participate in a federal program. The Subrecipient will submit to the Consortium the names of contractors and any subcontractors prior to signing contracts to ensure compliance with 24 CFR Part 24, "Debarment and Suspension." The Subrecipient will also assure that language pertaining to debarred, suspended or ineligibility to participate is inserted in all contract agreements. If, during the time of this Agreement, the Subrecipient is debarred, suspended or ineligible to participate in a federal program, the Consortium may terminate this Agreement for cause.

Section 42 – Financial Management and Audits (92.506)

The Subrecipient shall adhere to the generally accepted accounting principles and procedures issued by the American Institute of Certified Public Accountants, and will utilize adequate internal controls and maintain necessary source documentation for all costs incurred. The Subrecipient

shall comply with the cost principles and administrative requirements of 2 CFR part 200, as applicable, depending on Subrecipient status as a state, local government or Indian tribe, or a non-profit organization. All costs must be reasonable and necessary.

The Subrecipient shall also comply with auditing standards issued by the Comptroller General of the United States and be conducted in accordance with 2 CFR part 200, Subpart F. All subrecipients who expend \$750,000 or more in a year in federal awards, whether a direct subrecipient of this Agreement or a sub-subrecipient receiving federal funds through a pass-through entity, shall have a single audit conducted for that year in accordance with 2 CFR § 200.501(a). When a subrecipient expends federal awards under only one federal program, excluding Research and Development performed by a non-federal entity, and the program's laws, regulations, or grant agreements do not require a financial statement audit, the subrecipient may elect to have a program-specific audit conducted in accordance with 2 CFR § 200.501(c). A program-specific audit may not be elected for Research and Development unless all of the federal awards expended were received from the same federal agency, or the same federal agency and the same pass-through entity, and that federal agency, or pass-through entity approves in advance a program-specific audit. The audit must be conducted within 60 days of completion of this Agreement.

Non-federal entities who expend less than \$750,000 a year in federal awards are exempt from federal audit requirements for that year, except this does not limit the authority of federal agencies, including HUD, Inspectors General, or General Accounting Office to conduct or arrange for additional audits. See 2 CFR § 200.501(d). All records shall be made available for review or audit by appropriate local, state and federal entities.

Section 43 – Title Insurance

The title policy will name the Consortium as a beneficiary. For acquisition projects not involving any type of construction, the Subrecipient may request a copy of the first lien right lender's title insurance policy. Ownership must be fee simple.

Section 44 – DUNS Number

A Dun and Bradstreet Data Universal Numbering System (DUNS) number is required for any business or agency that receives federal assistance per the Federal Funding Accountability and Transparency Act of 2006 (FFATA). The Subrecipient will provide information on itself, will assure that all assisted agencies/businesses have been assigned a DUNS number, and shall provide this information to the Lead Entity. A free DUNS number may be requested via the web at <http://fedgov.dnb.com/webform/index.jsp> or by calling 1-866-705-5711.

Section 45 – SAM Registration

The Federal Funding Accountability and Transparency Act of 2006, as amended (FFATA) requires the Office of Management and Budget (OMB) to maintain a single, searchable website that contains information on all federal spending awards. As part of this, all agencies/businesses that meet the following thresholds must register in SAM and report to the Consortium if they had:

- a) A gross income from all sources over \$300,000 in the agency's previous tax year; and
- b) Are awarded HOME funds of \$25,000 and over.

This information must be reported to the Consortium within five (5) days of signing this Agreement. Free registration can be obtained at <https://www.sam.gov/portal/public/SAM/>. Because this registration expires annually, it must be updated and kept current during the contract period. The Subrecipient will provide information on itself and will assure that all assisted agencies/businesses have registered and remain current in SAM. Additional information is required if more than 80% of annual gross revenues of \$25 million or more come from the federal government, and employee and compensation information is not already available through reporting to the SEC.

Section 46 – Assessment of Homebuyer Underwriting

Before a Subrecipient enters into a legally binding written agreement to provide 2012 and later HOME funds for downpayment assistance, the Subrecipient will assist the Lead Entity in conducting an underwriting review to ensure adequate need for HOME assistance. For all 2012 projects, the Subrecipient must certify to the Consortium that it has fully executed a written agreement with a homebuyer that meets the requirements of the HOME regulations, and that all statements and claims made are true and correct.

Section 47 – Reversion of Assets

Upon expiration of this Agreement, any HOME funds or accounts receivable that can be attributed to the use of HOME funds will revert to the Lead Entity of the Consortium. Should the Consortium Member stop participating in consortium programs or fail to perform in compliance with program requirements, assets are subject to reversion to the Lead Entity.

Section 48 – Drug Free Workplace

In accordance with the Drug Free Workplace Act of 1988, Subrecipient will, or will continue to, provide a drug-free workplace by:

1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace, and specifying the actions that will be taken against employees for violation of such prohibition;
2. Establishing an ongoing drug-free awareness program to inform employees about:
 - a) The dangers of drug abuse in the workplace;
 - b) The Subrecipient/employer's policy of maintaining a drug-free workplace;
 - c) Any available drug counseling, rehabilitation, and employee assistance programs; and

- d) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
- 3. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph 1;
- 4. Notifying the employee in the statement required by paragraph 1 that, as a condition of employment under the grant, the employee will:
 - a) Abide by the terms of the statement; and
 - b) No later than five (5) calendar days after such conviction, notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace;
- 5. Notifying the agency in writing within ten (10) calendar days after receiving notice under subparagraph 4(b) from an employee, or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee on whose grant activity the convicted employee was working, unless the federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;
- 6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph 4(b), with respect to any employee who is so convicted:
 - a) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
 - b) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency;
- 7. Making a good faith effort to continue to maintain a drug-free workplace by implementation and enforcement of this article while carrying out all HOME Program-related activities.

Section 49 – Anti-Lobbying Certification

To the best of the signatory party's knowledge and belief:

No federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an 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 any federal contract, grant, loan, or cooperative agreement;

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 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, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and

The language of the above paragraphs of this anti-lobbying certification must be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and all subrecipients/sub-subrecipients shall certify and disclose accordingly.

The signatory parties are in compliance with restrictions on lobbying required by 24 CFR Part 87, together with disclosure forms, if required by that part.

Section 50 – Uniform Administrative Requirements (92.505)

Governmental subrecipients must comply with OMB Circular A-87 for determining allowable costs and the following sections of 24 CFR Part 85:

- 85.6 Additions and Exceptions
- 85.12 Special Grant or Subgrant Conditions for "high-risk" Grantees
- 85.20 Standards for financial management systems
- 85.22 Allowable costs
- 85.26 Non-Federal Audit
- 85.32 Equipment
- 85.33 Supplies
- 85.34 Copyrights
- 85.36 Procurement
- 85.44 Termination for Convenience
- 85.51 Later Disallowances and Adjustments
- 85.52 Collection of Amounts Due

Nonprofit (nongovernmental) subrecipients must comply with OMB Circular A-122 and the following section of 24 CFR Part 84:

- 84.2 Definitions
- 84.5 Subawards
- 84.13 Debarment and suspension; Drug-Free Workplace
- 84.14 Special Award Conditions
- 84.15 Metric System of Measurements
- 84.16 Resource Conservation and Recovery Act
- 84.21 Standards for Financial Management Systems
- 84.22 Payment
- 84.26 Non-Federal Audits
- 84.27 Allowable Costs
- 84.28 Period of Availability
- 84.30 Purpose of Property Standards
- 84.31 Insurance Coverage
- 84.34 Equipment
- 84.35 Supplies and Other Expendable Property
- 84.36 Intangible Property

- 84.37 Property Trust Relationship
- 84.40 Purpose of Procurement Standards
- 84.41 Recipient Responsibilities
- 84.42 Codes of Conduct
- 84.43 Competition
- 84.44 Procurement Procedures
- 84.45 Cost and Price Analysis
- 84.46 Procurement Records
- 84.47 Contract Administration
- 84.48 Contract Provisions
- 84.51 Monitoring and Reporting Program Performance
- 84.52 Financial Reporting
- 84.53 Retention and Access Requirements for Records
- 84.60 Purpose of Termination and Enforcement
- 84.61 Termination
- 84.62 Enforcement
- 84.72 Subsequent Adjustments and Continuing Responsibilities
- 84.73 Collection of Amounts Due

Section 51 – Homeownership Assistance Program (HAP)

Subrecipient agrees that it will follow and comply with Consortium-adopted HAP Guidelines 8.13 and forms, which may be modified periodically by Consortium members with Lead Entity final approval.

FORM #	FORM NAME:
01	Borrower(s) Application 01a-Non Borrower Certification of Income 01b- Borrower/Applicant Release of Information
02	Addendum to Sales Agreement Notice of Voluntary Arm's Length Transaction
03	Addendum to Sales Agreement 3a-HQS Inspection and Visual LBP Inspection (pre-1978) 3b-HQS Inspection (post-1978)
04	Seller Disclosure Fair Market Value
05	Needs Assessment
06	Financial Records Disclosure
07	Employment Security Department. Self-Request for Records
08	Verification of Employment (VOE)
09	4506-T Request for Transcript of Tax Return
10	Initial Disclosures/Final Disclosures
11	Initial Disclosure Letter
12	Protect Your Family From Lead In Your Home Notification Pamphlet (EPA)
13	Fair Housing – Equal Opportunity for All Notification Pamphlet
14	For Your Protection: Get a Home Inspection
15	Homebuyer Agreement
16	
17	HOME Activity Funding Certification
18a	Commitment Letter
18b	Denial Letter

19	Visual Inspection Form
20	HQS Inspection Form 20a-HQS Homebuyer Self-Certification for Kitchen Appliances
21	Lead Safe Housing Requirements Screening Worksheet
22	Escrow Closing Instructions
23	Correction Agreement
24	Deed of Trust
25	Promissory Note
26	Individual Loan Data Form
27	Subsidy Layering Review – Acquisition Only
28	Sources/Uses Statement

The Agreement will be effective upon the date of signing by the City of Richland, Lead Entity of the Tri-Cities HOME Consortium.

SUBRECIPIENT: CITY OF KENNEWICK

CONSORTIUM:

Tri-Cities HOME Consortium
P.O. Box 190, MS 19
Richland, WA 99352

Signature Date

Cynthia D. Reents, City Manager Date
City of Richland

Print Name and Title

APPROVED AS TO FORM:

Heather Kintzley, City Attorney
City of Richland

Council Agenda Coversheet 	Agenda Item Number	3.g.	Council Date	04/04/2017	Consent Agenda	☒	
	Agenda Item Type	Contract/Agreement/Lease				Ordinance/Reso	☐
	Subject	ASR-1 Well Cycle 04 Testing				Public Mtg / Hrg	☐
	Ordinance/Reso #		Contract #		Other	☐	
	Project #	P1132	Permit #		Quasi-Judicial	☐	
Department	Public Works						

Recommendation

That the City Council authorize the Mayor to sign the Supplemental Agreement No. 3, with GSI Water Solutions, Inc., to provide 2017 ASR-1 Well cycle test sampling, monitoring and reporting.

Motion for Consideration

I move to authorize the Mayor to sign Supplemental Agreement No. 3, with GSI Water Solutions, Inc., to provide 2017 ASR-1 Well cycle test sampling, monitoring and reporting.

Summary

This Supplemental Agreement #3, provides for the testing, monitoring and communications with the Washington State Department of Ecology (DOE) through the 2017 (Cycle 04). The 2017 Cycle 04 will include recharging and storing up to 233 Million Gallons of water into the aquifer from March to June and then begin recovering up to 221 MG (95%) from late June to October. Testing and monitoring will include water level monitoring, well performance tracking, water quality monitoring, permit compliance, data development and analysis. A technical report inclusive of all the data will be developed for Cycle 04 results for DOE. At conclusion of Cycle 04 testing, City Staff will meet with DOE and determine a path forward for permitting for operational use. Consultant cost: \$84,988.

Supplemental Agreement #2 provided for the testing, monitoring, communication and reporting with DOE through the 2016 (Cycle 03), and authorizing 2017/2018 (Cycle 04) operations of the aquifer storage and recovery well. The recharge quantity was 150 million gallons and recovered 142 million gallons. Consultant cost: \$104,969.

Supplemental Agreement #1 provided for the testing, monitoring, communication and reporting with DOE through the 2015 (Cycle 02), and authorizing 2015/2016 (Cycle 03) operations of the aquifer storage and recovery well. The recharge quantity was 79.55 million gallons and recovered 66.5 million gallons. Consultant cost: \$78,205.

Original agreement provided for cycle testing to evaluate the feasibility of storing water underground at the ASR-1 well site and then recovering variable amounts. The testing included several parameters such as hydro geologic measurements during recharge and recovery, water quality and thermal assessments. Consultant Cost: \$297,661.

Management Reserve: \$8,499 (was not included in original budget adjustments)

A budget adjustment will be prepared for Spring 2017 for cost impacts of this Supplemental Agreement #2 and management reserve not previously budgeted for, with Council's approval of this agenda item.

Alternatives

None Recommended.

Fiscal Impact

Budget No. 401.010.594.34.65.81	Supplemental Agreement #3: \$ 84,988
	Supplemental Agreement #2: \$104,969
	Supplemental Agreement #1: \$ 78,205
	Original Agreement: \$297,661
	Management Reserve \$ 29,766
	Total: \$595,589

Through	Pat Everham Mar 28, 09:01:20 GMT-0700 2017	Attachments: Supplemental Agreement No. 3 2014 GSI Water Solutions Inc. - Original Contract
Dept Head Approval	Cary Roe Mar 28, 19:31:56 GMT-0700 2017	
City Mgr Approval	Marie Mosley Mar 30, 12:39:56 GMT-0700 2017	

☐ Recording Required?

**SUPPLEMENTAL AGREEMENT No. 3
Between Owner and Consultant**

ASR Cycle Testing

THIS SUPPLEMENTAL AGREEMENT, entered into this 4th day of April, 2017 by and between the City of Kennewick, 210 West 6th Avenue, Kennewick, Washington, (hereinafter called the "OWNER"), and GSI Water Solutions, Inc., 55 SW Yamhill Street, Suite 300, Portland, OR 97204 (hereinafter called the "CONSULTANT"), and collectively referred to as the "Parties".

WITNESSETH:

WHEREAS, the Parties hereto previously entered into an agreement for professional services to provide engineering services for the ASR Cycle 04 testing, said agreement being dated February 4, 2014

WHEREAS, the owner desires to have the Consultant perform additional services necessary to continue the work described in Exhibit A, SCOPE OF WORK of the Agreement; and

WHEREAS, both parties desire to supplement said Agreement by expanding the Scope of Work as described in the Consultant Scope Exhibit A.

NOW, THEREFORE, in consideration of the promises, covenants, terms, conditions, and performance contained herein, or attached and incorporated and made a part hereof, the parties mutually agree that each and every provision of the original Agreement as supplemented shall remain in full force and effect, except as expressly modified in the following sections:

Section 5, PAYMENT, second paragraph, and Maximum Total Amount Payable are revised to read:

The CONSULTANT shall be paid a **Time and Materials with a Not-To-Exceed Amount of \$84,988** without prior written approval by the OWNER to complete ASR Cycle 04 testing services described in Exhibit A of the Supplemental Agreement

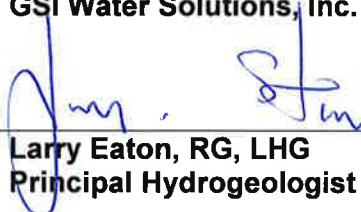
The Maximum Total Amount Payable, by the OWNER to the CONSULTANT under this agreement, shall not exceed \$595,589 which includes the Management Reserve Funds.

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

CITY OF KENNEWICK, WASHINGTON

GSI Water Solutions, Inc.

Steve C. Young
Mayor, City of Kennewick


Larry Eaton, RG, LHG
Principal Hydrogeologist

AGREEMENT BETWEEN OWNER AND CONSULTANT

ASR CYCLE TESTING AND RESERVOIR PERMIT

THIS AGREEMENT, entered into this 4th day of February, 2014 by and between the City of Kennewick, 210 West 6th Avenue, Kennewick, Washington (hereinafter called the "OWNER"), and GSI Water Solutions, Inc. older Associates, 55 SW Yamhill Street, Suite 300, Portland, Oregon 97204 (hereinafter called the "CONSULTANT").

WITNESSETH:

1. GENERAL DESCRIPTION OF WORK

The OWNER does hereby employ the CONSULTANT to provide engineering services required to assist the OWNER with ASR cycle testing and reservoir permit. The CONSULTANT shall furnish all services, labor, and related equipment necessary to conduct and complete the work as designated elsewhere in this agreement.

2. SCOPE OF WORK

Services to be provided by the CONSULTANT are detailed in the attached Exhibit 'A'. Exhibits referenced in this section are made a part of this Agreement.

3. GENERAL REQUIREMENTS

The CONSULTANT shall attend coordination meetings, progress and presentation meetings with the OWNER, or such Federal, Community, State, City, or County officials, groups or individuals as may be requested by the OWNER. The OWNER will provide the CONSULTANT sufficient notice prior to meetings requiring CONSULTANT participation. Compensation for additional meetings (those in addition to the meetings specified in Exhibit A) requested by the OWNER shall be considered Extra Work.

4. TIME FOR BEGINNING AND COMPLETION

The CONSULTANT shall not begin any work under the terms of this Agreement until authorized in writing by the OWNER. CONSULTANT agrees to use best efforts to complete all work described under this Agreement by December 31, 2014. The CONSULTANT shall not be responsible for any delays which occur due to no fault of its own or which could not have been reasonably foreseen by the parties at the time this Agreement was executed.

5. PAYMENT

The CONSULTANT shall be paid on a Time and Materials basis not to exceed the amount of \$297,661 by the OWNER to complete the services described in Exhibit 'A'. Such payment shall be full compensation for all work performed or services

rendered, and for all labor, materials, supplies, equipment, and incidentals necessary to complete the work specified in Exhibit 'A'.

Management Reserve Fund

The OWNER has established a Management Reserve Fund to provide the Public Works Director the flexibility of authorizing 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 10% of the amounts shown above. Any changes requiring additional costs in excess of the Management Reserve Fund shall be made in accordance with Section 18, Extra Work.

Maximum Total Amount Payable

The Maximum Total Amount Payable, by the OWNER to the CONSULTANT under this Agreement, shall not exceed \$327,427.00, which includes the Management Reserve Funds.

Partial payments to cover the percentage of work completed may be requested by the CONSULTANT. These payments shall not be more than one (1) per month. If the Owner wishes to question an invoice submitted to it for payment by the CONSULTANT, the CONSULTANT shall provide the OWNER with such verifying information as it may reasonably request.

Final payment of any balance due the CONSULTANT of the gross amount earned will be made promptly upon its verification by the OWNER after the completion of the work 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 OWNER unless such claims are specifically reserved in writing and transmitted to the OWNER by the CONSULTANT prior to its acceptance. Said final payment shall not, however, be a bar to any claims that the OWNER may have against the CONSULTANT or to any remedies the OWNER may pursue with respect to such claims.

The CONSULTANT and his/her sub-consultants shall keep available for inspection by representatives of the OWNER, the State and the United States for a period of three years. After final payment, the cost records and accounts pertaining to this Agreement and all items relating to or bearing upon these records with the following exception: if any litigation, claim, or audit arising out of, in connection with, or relating to this contract is initiated before the expiration of the three-year period, the cost records and accounts shall be retained until such litigation, claim, or audit involving the records is completed.

6. EMPLOYMENT

Any and all employees of the CONSULTANT, or its agents, 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 OWNER, and any and all claims that may or might arise under any Workmen's Compensation Act on behalf of said employees or agents while so engaged, and

any and all claims made by a third party as a consequence of any negligent act or omission on the part of the CONSULTANT's employees or its agents 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.

7. OTHER PARTIES

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

8. OWNERSHIP OF DOCUMENTS

All designs, drawings, specifications, documents, and other work products prepared pursuant to this Agreement, will become the property of the OWNER upon payment to the CONSULTANT of its fees as set forth in this Agreement. The OWNER acknowledges the CONSULTANT's plans and specifications, including all documents on electronic media, as instruments of professional services. The plans and specifications prepared under this Agreement shall become the property of the OWNER upon completion of the services and payment in full of all payment due to the CONSULTANT. The OWNER shall not make, or permit to be made, any modifications to the plans and specifications without the prior written authorization of the CONSULTANT. The OWNER agrees to waive any claim against the CONSULTANT arising from any unauthorized reuse of the plans and specifications and to indemnify and hold the CONSULTANT harmless from any claim, liability or cost arising, or allegedly arising, out of any reuse of the plans and specifications by the OWNER or its agent not authorized by the CONSULTANT.

9. TERMINATION

This Agreement may be terminated by either party upon thirty (30) days written notice, by registered mail, or mailed to the other party at their usual place of business. In the event this contract is terminated by the CONSULTANT, the OWNER will be entitled to reimbursement of costs occasioned by such termination by the CONSULTANT. In the event the OWNER terminates this Agreement, the OWNER shall pay the CONSULTANT for the work performed, an amount equal to the percentage of completion of the work as mutually agreed between the OWNER and the CONSULTANT.

If any work covered by this Agreement shall be suspended or abandoned by the OWNER before the CONSULTANT has completed the assigned work, the CONSULTANT shall be paid for services performed down to the time of such termination or suspension an amount equal to the costs incurred at the date of termination as mutually agreed upon between the OWNER and the CONSULTANT.

10. DISPUTE RESOLUTION

The OWNER and the CONSULTANT agree to negotiate in good faith for a period of thirty (30) days from the date of notice of all disputes between them prior to exercising their rights under this Agreement, or under law.

All disputes between the OWNER and the CONSULTANT not resolved by negotiation between the parties may be arbitrated only by mutual agreement of the OWNER and the CONSULTANT. If not mutually agreed to resolve the claim by arbitration, the claim will be resolved by legal action. Arbitration of all claims will be in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association.

11. VENUE, APPLICABLE LAW AND PERSONAL JURISDICTION

In the event that either party deems it necessary to institute legal action or proceedings to enforce any right or obligation under this Agreement, the parties hereto agree that any such action shall be initiated in the Superior Court of the State of Washington, situated in Benton County. The parties hereto agree that all questions shall be resolved by application of Washington law and that the parties to such action shall have the right of appeal from such decision 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 Benton County.

12. INSURANCE

The CONSULTANT shall maintain Commercial General Liability and Automobile Liability insurance as will protect the OWNER from claims for bodily injury, or death, or property damage which may arise from the negligent performance by their employees in the functions and services required under this Agreement. Said insurance shall be at the minimum specified in Section 5.56.240 of the Kennewick Municipal Code (minimum combined single-limit coverage of \$1,000,000.00). The City shall be named as an additional insured and the policy shall provide thirty (30) days notice in the event of cancellation. The CONSULTANT shall maintain Professional Liability Insurance in the amount of \$1,000,000.00. Certificates of the above requirements shall be provided to the OWNER as a condition to the OWNER issuing to the CONSULTANT a Notice to Proceed.

13. HOLD HARMLESS

It is further agreed that the CONSULTANT shall hold harmless and indemnify the OWNER for any claims, cause of action, injury, or damage caused by the sole negligence of the CONSULTANT, its agents or employees in the performance of this Agreement.

It is further agreed that the OWNER shall hold harmless and indemnify the CONSULTANT for any claims, cause of action, injury, or damage caused by the sole negligence of the OWNER, its agents or employees, in the performance of this Agreement.

The CONSULTANT will indemnify the City against any claim or suit and the costs thereof brought by any of the CONSULTANT's employees, sub-consultants, or sub-consultant's employees, whether brought pursuant to the Worker's Compensation Act, RCW Title 51, or otherwise, and the CONSULTANT waives any immunity whatsoever with respect to such indemnification.

14. WARRANTY

The professional services will be furnished in accordance with generally accepted professional practice and principles. No other warranty is either expressed or implied.

15. SUCCESSORS OR ASSIGNS

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

16. EQUAL OPPORTUNITY AGREEMENT

The CONSULTANT agrees that it will not discriminate against any employee or job applicants for work on this Agreement for reasons of race, sex, nationality or religious creed.

17. CHANGES OF WORK

The CONSULTANT shall make such changes and revisions in the completed work of this Agreement as necessary to correct or revise any errors, omissions, or other deficiencies in the design, drawings, specifications, reports, and other similar documents which the CONSULTANT is responsible for preparing or furnishing under this Agreement, when required to do so by the OWNER, without additional compensation thereof.

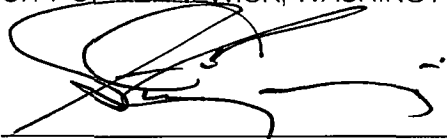
Should the OWNER find it desirable for its own purposes to have previously satisfactorily completed work or parts thereof changed or revised, the CONSULTANT shall make such revisions as directed by the OWNER. This work shall be considered as Extra Work and will be paid for as herein provided under Section 18, Extra Work.

18. EXTRA WORK

The OWNER may desire to have the CONSULTANT perform work or render additional services within the general scope of this Agreement. Such work shall be considered as Extra Work and will be specified in a written supplement to this Agreement which will set forth the nature of the scope, schedule for additional work, and the method of payment and shall be agreed to in writing by both OWNER and CONSULTANT. Work under a Supplemental Agreement shall not proceed until authorized in writing by the OWNER.

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

CITY OF KENNEWICK, WASHINGTON



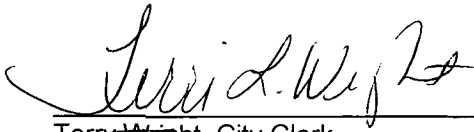
Steve C. Young, City of Kennewick Mayor

GSI WATER SOLUTIONS, INC.



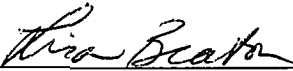
Philip A. Brown, Principal Hydrogeologist

ATTEST:



Terry Wright, City Clerk
Terry C. Wright

APPROVED AS TO FORM:



Lisa Beaton, City Attorney

EXHIBIT A

City of Kennewick ASR Project

Phase 4: ASR Cycle Testing and Reservoir Permit Application Completion

GSI Water Solutions Scope of Work and Fee Estimate

Prepared for
City of Kennewick, Washington

January 2014

Prepared by
GSI Water Solutions, Inc.

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SECTION 1

Introduction

This Scope of Work for Phase 4 of the Washington Department of Ecology (Ecology) Grant Study (G#0900011A) City of Kennewick (City) aquifer storage and recovery (ASR) feasibility project details the work to complete ASR cycle testing and reporting to support a final decision regarding the City's reservoir permit application with the Department of Ecology (Ecology).

This scope of work represents the contract-ready scope of hydrogeologic services provided by the City's ASR consulting team; GSI Water Solutions, Inc. (GSI). It describes our detailed approach to ASR cycle testing and reporting to collect and interpret information to assess the feasibility of developing an ASR system for the City.

The primary deliverables associated with Phase Four will include:

- A revised project monitoring and operations workplan describing ASR testing plans and schedule that would allow the evaluation of the potential for developing a cool-water storage zone to address the City's concern with elevated recovered-water temperature.
- A Year 1 ASR pilot testing report. The report will describe pilot testing activities and include an assessment of aquifer storage volumes, changes in static water levels, aquifer response, well performance and rehabilitation projections, a geochemical assessment of recovered water quality, and recommendations for subsequent ASR operations.
- Written request for final reservoir permit summarizing previous work, describing regulatory compliance, and attaching the ASR Cycle Testing Report and final EAA and SEPA determination in support.

SECTION 2

Phase Four Scope of Work

GSI Water Solutions Inc. (GSI) will provide hydrogeologic consulting services associated with the implementation of Year 1 aquifer storage and recovery (ASR) pilot testing activities and reporting for the City of Kennewick's ASR well (ASR-1). The purpose of Year 1 pilot testing is to confirm ASR feasibility for the basalt aquifer, establish recovered water quality, assess storage zone dynamics, and develop design and operational criteria for full-scale operations.

Phase Four will consist of four tasks:

- Task 4.1 – Year 1 ASR Pilot Testing
- Task 4.2 – Year 1 Report
- Task 4.3 – Final EAA Report and SEPA Determination
- Task 4.4 – Reservoir Permitting

Each task is described in more detail below.

Task 4.1: Year 1 ASR Pilot Testing

Subtask 4.1A: Update Pilot Testing Workplan

Prior to Year 1 pilot testing, GSI will prepare a Phase Four project monitoring and operations workplan that builds upon Golder Associates Inc's (Golder) approved construction demonstration phase (CDP) workplan. GSI will develop recommendations for the number, timing, and duration of Golder's proposed ASR testing cycles in order to evaluate the potential to develop a cool-water storage zone for the purpose of addressing the City's concern with elevated recovered-water temperature (native groundwater temperature measured roughly 75 to 80 °F during Phase 2 ASR-1 well testing). We will modify Golder's proposed operations plan and append previously approved documents to the extent possible to limit repetition of deliverables and review requirements.

GSI will also prepare a project-specific health and safety plan (HASP) to ensure the safety of all personnel working onsite and compliance with relevant regulations and standards. The HASP will cover all known field hazards associated with the tasks necessary to complete this project and document all personal protective equipment required for all GSI field staff working onsite.

Subtask 4.1B: ASR Pilot Testing

With assistance from the City, GSI will conduct baseline monitoring and ASR pilot testing as described in our revised monitoring and operations workplan. The anticipated plan of operations prioritizes City operational needs and the feasibility of cool-water conditioning

of the aquifer. This scope and fee estimate assumes that Ecology approves the Year 1 plan of operations described previously.

We anticipate that Year 1 testing will consist of a baseline monitoring period, four short-term test cycles, and one longer-term cycle:

- Baseline monitoring will be conducted to establish background water-level trends and pre-ASR static water levels, and assess (partial) gradients between wells in the observation network.
- The four short-term cycles (Cycles 1 – 4) are designed with the primary purpose of assessing storage zone development. In addition, information will be collected to evaluate system and aquifer hydraulics, recovered water quality, aquifer response, and well performance.
- The longer-term cycle (Cycle 5) will be larger than the previous four cycles to approximate operational-scale ASR activities and to evaluate the feasibility of long-term ASR recharge operations. Depending upon test results during the first four cycles, recovered water during Cycle 5 will be discharged directly to the City's distribution system.

The recharge, storage, and recovery rates, durations, and volumes anticipated for Year 1 testing are summarized in Table 1.

Table 1: Year 1 Plan of Operations

Cycle	Recharge			Storage	Recovery		
	Rate (gpm)	Duration (days)	Vol. (MG)	Duration (days)	Rate (gpm)	Duration (days)	Vol. (MG)
Cycle 1	1,600	4	9.2	3	2,100	3	9
Cycle 2	1,600	4	9.2	3	2,100	3	9
Cycle 3	1,600	4	9.2	3	2,100	3	9
Cycle 4	1,600	4	9.2	3	2,100	7	21
Evaluate test results from Cycles 1 through 4 to assess water quality and drinking water compliance of the recovered water prior to initiating Cycle 5.							
Cycle 5*	1,600	66	152	33	2,100	46.7	141
Total Recharge Volume =			189	Total Recovered Volume =			189

* Assuming favorable test results from Cycles 1 through 4, water recovered during Cycle 5 pumping will be delivered directly to the City's distribution system.

Cycle 4 is conditional. If the first three cycles demonstrate effective cold water storage zone development, GSI will submit a request to extend Cycle 3 recovery pumping and expand Cycle 4 (formerly Cycle 5).

GSI will prepare (1) pilot-testing instructions and a communications plan for field and City staff to aid startup and assist with cycle-testing operations, and (2) a site-specific project health and safety plan for the safety of all personnel working onsite and compliance with relevant regulations and standards. GSI will rely heavily on the previously prepared and approved analytical program and quality assurance project plan (QAPP).

GSI will prepare brief progress reports/memoranda summarizing the test results from Cycles 1 through 4 prior to initiating Cycle 5 recharge:

- The water-level response will be compared to aquifer test response to update projected well and aquifer response to recharge.
- The water quality test results will be reviewed with City staff to assess recovered water compliance with drinking water standards and potability.
- Plots of water quality field parameter measurements (pH, specific conductance, dissolved oxygen, water temperature, oxidation-reduction potential, and turbidity) will be generated to assess the potential for geochemical reactions and any effects from differential mixing.
- Recommendations for or modifications to Cycle 5 testing.

Results of these analyses will be included in the Year 1 ASR pilot test report.

Task 4.1 Cost and Assumptions

The cost to complete Task 4.1 is estimated at \$242,841. Of this total, \$103,280 is allocated for laboratory analytical services and for monitoring and sampling equipment. Assumptions associated with this cost estimate include:

- Modifications to Golder's operations and monitoring plans will utilize the approved elements to the greatest extent possible. We anticipate a brief document that adjusts (1) the number, timing, and duration of the approved testing cycles and (2) some monitoring elements (e.g., analytical suite and number of water quality samples to be collected). The document will be composed mainly of tables with some supporting text providing rationale, and projected response to testing operations
- Results from Department of Health (DOH) project report reviews and inspection of the constructed facility for new source approval are favorable (no deficiencies). We assume that no additional support from GSI is needed to address any deficiencies needed for final DOH approval.
- No surface water discharge permitting is required as part of pilot testing. Costs to develop and execute the permit are not included in this scope of work.
- It is assumed that GSI personnel will complete a majority of the baseline and ASR system monitoring tasks with assistance from the City. GSI will provide on-site training to the City's field personnel, particularly with the water quality sampling events, ASR system and field parameter monitoring activities, and water-level monitoring at the network observation wells.
- Pre-recharge groundwater and source water quality samples will be collected by Golder during the CDP.
- Our oversight and support during recharge operations assumes that a high-water alarm/shutoff is installed in the ASR-1 well.

- City-owned automated water-level and field parameter monitoring equipment (for ASR-1 well) will be available for use by GSI on this project. We assume that an additional pressure transducer will be needed to monitor the water level in the observation well and barometric pressure sensor will be needed for any corrections to the transducer readings from changes in barometric pressure.
- We assume that the City has not purchased the high-pressure control box needed to operate the bladder pump and collect water quality samples from the observation well. Cost of the control box is estimated at \$4,500.
- Our cost estimate includes rental fees for a handheld water quality multi-meter to monitor field parameters at the observation well and nitrogen tank rental fees for operating the bladder pump for collecting samples from the observation well.
- Laboratory analytical costs were obtained from Anatek Labs, Inc. (the City's preferred laboratory). The analytical fee estimates include a 20 percent City discount and courier fees for picking up sample bottles/coolers.
- No significant clogging, hydraulic, discharge, water quality, or other operational problems are encountered during ASR testing activities.

Task 4.2: Year 1 Report

GSI will prepare a report summarizing results from the of the Year 1 pilot testing activities. The report will evaluate aquifer hydraulic response and variability of water quality during testing. The report will use the Year 1 test results to develop design and operational criteria and recommendations for Year 2 testing. The report will be submitted to the City and Ecology after Year 1 testing and analyses have been completed. The following is the anticipated report outline:

Executive Summary

Project and ASR Facility Description

Cycle Testing Operations and Monitoring

- ASR rates, volumes, and durations for each cycle test.
- Water-level monitoring and water quality sample collection summary.

Cycle Testing Results

- Water balance accounting using volumes recharged and recovered during each test cycle.
- Water level monitoring results (e.g., hydraulic response to ASR, aquifer hydraulic characteristics and boundary conditions, and available buildup and drawdown levels and capacities).
- Water quality monitoring results (e.g., groundwater, source water, and recovered water quality; water quality variability; compliance monitoring assessment).

- Recovery efficiency estimates and hydraulic effect of 100 percent volumetric recovery.

Economic Evaluation

- Verify the previous economic studies of implementing ASR at a range of ASR flow rates.

Proposed ASR Operations for Year 2 Testing

Summary

Recommendations

Task 4.2 Cost and Assumptions

The cost to complete Task 4.2 is estimated at \$38,100. Assumptions associated with this cost estimate include:

- One document revision cycle: (1) GSI will provide an electronic copy of the draft plan for City and Ecology review and comment, (2) GSI will incorporate City and Ecology comments into the report, and GSI will finalize, publish, and distribute final report to the City and Ecology.
- Three hardcopies of the final report will be provided to the City (two hardcopies) and Ecology (one hardcopy). Digital versions (.pdf) of the report will also be submitted.

Task 4.3: Final EAA Report and SEPA Determination

GSI will utilize the information acquired during Year 1 testing activities to update and finalize the Environmental Assessment and Analysis (EAA) report and State Environmental Policy Act (SEPA) determination submitted as part of earlier phases of this project. Primary components of this work include validating some of the assumptions made in the initial EAA report and SEPA checklist using observations/data gathered as part of pilot testing. These include the potential impacts to existing groundwater users and recovered water quality. The permit will also require revision to reflect the base source water right (changed from the QCWR). The SEPA checklist could require some minor modifications to the proposed timing/schedule for ASR testing.

Task 4.3 Cost and Assumptions

The cost to complete Task 4.3 is estimated at \$8,360. Assumptions associated with this cost estimate include:

- Revisions needed to finalize the draft EAA report and SEPA determination submittals are anticipated to be minor, assuming (1) favorable results from Year 1 cycle testing, (2) no apparent environmental concerns, and (3) no issues to address or negotiate with Ecology.

Task 4.4: Reservoir Permitting

GSI will prepare a written request to Ecology for final reservoir permitting of ASR-1 that summarizes previous work and describes regulatory compliance. The request will reference reports submitted as part of previous phases of this project and will include the final EAA report and SEPA determination so that a permit decision can be made by Ecology. The request will be made in writing to Ecology's Central Regional Office, with attention to the Office of the Columbia River.

Task 4.4 Cost and Assumptions

The cost to complete Task 4.4 is estimated at \$8,360.

Fee Estimate

Based on the Scope of Work outlined above, GSI has estimated the total project cost at \$297,661 including labor and expenses, and outside services for laboratory water quality analyses. The estimated cost for each task and the total estimated project cost are provided in Table 2. There are no markups associated with direct or indirect expenses, no additional fees for including laboratory services and no separate charges for computers, photocopies, or other internal overhead costs.

Table 2 – Fee Estimate

Task No.	Task Description	Total
4.1	Year 1 ASR Pilot Testing	\$242,841
4.2	Year 1 Report	\$38,100
4.3	Final EAA Report and SEPA Determination	\$8,360
4.4	Reservoir Permitting	\$8,360
TOTAL		\$297,661

The Scope of Work will be conducted on a time and materials basis with 2014 labor rates. Our 2014 billing rates are provided in Table 3.

Table 3 – 2014 Labor Rate Classification and Fee Schedule

Key Staff Names	Classification	2014 Billing Rate
Phil Brown	Principal Hydrogeologist, Project Director	\$180
Kenny Janssen	Project Hydrogeologist, Project Manager	\$120
Lizzie Bartosik	Senior Staff Hydrogeologist	\$100
Jon Travis	Staff Hydrogeologist	\$95
Kevin Lindsey	Principal Hydrogeologist, Senior Reviewer	\$165

Key Staff Names	Classification	2014 Billing Rate
Chris Augustine	Senior Hydrogeologist, Geochemist	\$135
Dennis Nelson	Senior Hydrogeologist, Senior Geochemical Review	\$150
GIS/Graphics	Staff GIS/CADD Specialist	\$85
Administrative Support	Staff Administrative Support	\$80

Schedule

GSI is prepared to begin work on the following elements of Task 4.1 after receiving authorization to proceed:

- Contracting and laboratory and equipment procurement.
- Prepare a revised project monitoring and operations workplan, including revised QAPP.
- Prepare a project health and safety plan.

Phase 4 ASR pilot testing will begin following completion of the CDP. The City anticipates that the CDP will be completed sometime during mid-to-late February. ASR pilot testing is estimated to begin approximately one week after completion of the CDP, or approximately one week after any facility or operational issues identified during CDP testing are corrected. The anticipated schedule for pilot testing, assuming piloting begins in early March, is outlined below:

- Cycle 1: March 3 – 13
- Cycle 2: March 17 – 27
- Cycle 3: March 31 – April 10
- Cycle 4: April 14 – 24
- Cycle 5: April 28 – September 19

Data analysis and reporting will begin following completion of Cycle 5. A draft report is anticipated to be submitted on November 3 or approximately six weeks after receiving the final water quality test results.

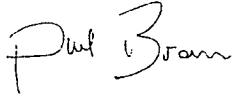
Closing

Thank you for the opportunity to work with the City on this project. We look forward to continuing to build a strong relationship with the City and working on a project that we are

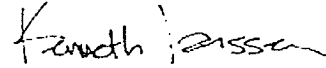
committed to personally and professionally. Please call should you have any questions regarding this scope and fee estimate.

Sincerely,

GSI Water Solutions, Inc.

A handwritten signature in black ink that reads "Phil Brown". The "P" is large and stylized, and the "Brown" is written in a cursive script.

Phil Brown, RG
Principal Hydrogeologist

A handwritten signature in black ink that reads "Kenneth Janssen". The "K" is large and stylized, and the "Janssen" is written in a cursive script.

Kenneth Janssen, RG
Project Hydrogeologist

	Council Agenda Coversheet	Agenda Item Number	3.h.	Council Date	04/04/2017	Consent Agenda ☒	
	Agenda Item Type	Contract/Agreement/Lease					Ordinance/Reso ☐
	Subject	Surface Transportation Block Grant Program					Public Mtg / Hrg ☐
	Ordinance/Reso #		Contract #			Other ☐	
	Project #		Permit #			Quasi-Judicial ☐	
	Department	Public Works					

Recommendation

That Council authorize staff to make application for funding through the federal Surface Transportation Block Grant (STBG) program.

Motion for Consideration

I move to authorize staff to make application for funding through the federal Surface Transportation Block Grant (STBG) program.

Summary

In 2015, Congress funded the Surface Transportation Program (STP) via the Fixing America's Surface Transportation (FAST) Act. A part of the FAST Act provides federal funding for transportation infrastructure construction and preservation. The regional competitive process is administered through Benton-Franklin Council of Governments (BFCG). Funded projects are administered by the local agency with oversight by the Local Programs division of the Washington State Department of Transportation. Staff recommends making application for:

- 1) Metaline Avenue - Kellogg Street to Edison Street; application will be for construction funding. Design and right-of-way are funded and in progress.
- 2) West 10th Avenue - Joliet Street to Columbia Center Boulevard; application will be for construction funding. Design is essentially complete and no right-of-way is required.
- 3) City Arterial Pavement Preservation - Surface planing, HMA overlay, ADA upgrades, Channelization on: Columbia Drive - Kent Street to Fruitland Street, 27th Avenue - Ely Street to Olympia Street, Union Street - 27th Avenue to 10th Avenue.

Alternatives

None recommended.

Fiscal Impact

	Federal	Local Match	Total
W. Metaline Ave.	\$1,275,875	\$199,125	\$1,475,000
W. 10th Avenue	\$1,279,335	\$199,665	\$1,479,000
Preservation	\$1,600,000	\$249,711	\$1,849,711

Through	Steve Plummer Mar 28, 13:54:21 GMT-0700 2017	Attachments:
Dept Head Approval	Cary Roe Mar 28, 19:29:00 GMT-0700 2017	
City Mgr Approval	Marie Mosley Mar 30, 12:40:52 GMT-0700 2017	

☐ **Recording Required?**



City Council Meeting Schedule May 2017

May 2, 2017

Tuesday, 6:30 p.m.

WORKSHOP MEETING

1. 2016 Police Department Annual Report

Tuesday, TBD*

REGULAR COUNCIL MEETING *(to begin immediately following conclusion of the workshop).

May 9, 2017

Tuesday, 6:30 p.m.

WORKSHOP MEETING

1. Kennewick Public Facilities District Update
2. Parks & Recreation, Arts Commission and Planning Commission Work Plans
3. Comprehensive Plan Amendment Update - Land Use Element (Part 1)

May 16, 2017

Tuesday, 6:30 p.m.

REGULAR COUNCIL MEETING

May 23, 2017

Tuesday, 6:30 p.m.

WORKSHOP MEETING

1. Workplace Safety Update
2. Legislative Update
3. Comprehensive Plan Amendment Update - Land Use Element (Part 2)

May 30, 2017

Tuesday, 6:30 p.m.

NO MEETING

To assure disabled persons the opportunity to participate in or benefit from City services, please provide twenty-four (24) hour advance notice for additional arrangements to reasonably accommodate special needs.

Please be advised that all Kennewick City Council Meetings are Audio Taped