



City Council Meeting Schedule November 2018

November 6, 2018
Tuesday, 6:30 p.m.

REGULAR COUNCIL MEETING

November 13, 2018
Tuesday, 6:30 p.m.

WORKSHOP MEETING
1. Committee Updates
2. Zintel Canyon Update

November 20, 2018
Tuesday, 6:30 p.m.

REGULAR COUNCIL MEETING

November 27, 2018
Tuesday, 6:30 p.m.

WORKSHOP MEETING
1. Columbia Park Golf Links Annual Plan Update
2. Boys & Girls Club Update
3. City Manager 2018 Accomplishments

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

November 2018
Updated 10/30/18



CITY COUNCIL REGULAR MEETING AGENDA

**Tuesday, November 6, 2018 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

- 2018 Historic Preservation Award

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.

- a. Minutes of Regular Meeting of October 16, 2018.
- b. (1) Motion to approve Claims Roster for October 12, 2018.
(2) Motion to approve Claims Roster for Columbia Park Golf Course Account for September 2018.
(3) Motion to approve Claims Roster for the Toyota Center Operations and Box Office Accounts for August 2018.
- c. Motion to approve Payroll Roster for October 15, 2018.
- d. Motion to approve the purchase of police radios from Motorola in the amount of \$419,408.54.
- e. Resolution 18-22: Workplace Wellness Program.
- f. Motion to authorize the Mayor to sign an agreement for professional engineering services with David Evans & Associates for the final design and right-of-way acquisition for the US395/Ridgeline Drive Interchange project.

4. VISITORS

5. ORDINANCES/RESOLUTIONS

6. PUBLIC HEARINGS/MEETINGS

- a. 2019 CDBG Annual Action Plan Draft

7. NEW BUSINESS

8. UNFINISHED BUSINESS

9. COUNCIL COMMENTS/DISCUSSION

10. ADJOURNMENT

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City of Kennewick
2018 Historic Preservation Award
Certificate of Appreciation

is hereby granted to:

Kennewick Public School District

"Fruitland School"

The Kennewick Historic Preservation Commission
recognizes your efforts
in preserving the historic past of Kennewick.



David E. Robertson Jr.

Chairman, Historic Preservation Commission

Alan Butcher

Mayor, City of Kennewick

CITY OF KENNEWICK
CITY COUNCIL
Regular Meeting
October 16, 2018

1. CALL TO ORDER

Mayor Don Britain called the meeting to order at 6:30 p.m.

City Council and Staff Present:

Mayor Pro Tem Steve Lee	Marie Mosley	Terry Walsh	Yolanda Reyna
Matt Boehnke	Greg McCormick	Vince Beasley	Tony Ostojka
Bill McKay	Christina Palmer	Ken Hohenberg	Scott Child
Paul Parish	Lisa Beaton	Evelyn Lusignan	Brian Ellis
John Trumbo	Cary Roe	Anthony Muai	John Noble
Steve Young	Terri Wright	Steve Donovan	Luis Medina
Mayor Don Britain	Dan Legard	Melinda Didier	

Dan Legard led the Pledge of Allegiance.

HONORS & RECOGNITIONS

Yard of the Season - Commercial: Season's on 4th Avenue Apartments, 8180 W. 4th Ave – Ken Hahn, Parks & Recreation Commission chairman came to the podium and explained the award. No one was in attendance to accept the award.

WA Association Permit Technicians 2018 Member of the Year Award – Yolanda Reyna, Permit Technician joined the Mayor at the podium as he presented the award.

Ken Hohenberg, Chief of Police presented Marie Mosley, City Manager with flowers from the department directors in honor of bosses' day.

2. APPROVAL OF AGENDA

Mr. Young moved, seconded by Mayor Pro Tem Lee to approve the Agenda as presented. The motion passed unanimously.

3. APPROVAL OF CONSENT AGENDA

- a. Minutes of Regular Meeting of October 2, 2018.
- b. Motion to approve Claims Roster for September 28, 2018.
- c. Motion to approve Payroll Roster for September 30, 2018.
- d. Motion to approve the 2019 Tourism Promotion Area (TPA) Business and Marketing Plan.
- e. Motion to authorize the Mayor to sign the updated Right of Way Procedures.
- f. Motion to authorize the Mayor to sign the 2018 Justice Assistance Grant (JAG) CEO Certifications.
- g. Motion to reject all bids for RFB18-019 Toyota Center Ammonia Refrigeration and Glycol System.

Mr. Young moved, seconded by Mr. Parish to approve the Consent Agenda as presented. The motion passed unanimously.

4. VISITORS

Dave Retter, 3205 S. Auburn St, Kennewick – commented on the executive session held at the 10/2/18 City Council meeting.

The following commented on various Comprehensive Plans on the agenda:

Janelle Klashke, Tri-City Court Club, 1350 N. Grant St, Kennewick
Toby McKay, 2708 N. Rd 68, Pasco

Kevin Stephens, 1126 N. Jefferson Pl, Kennewick
Susan Purcell, 6003 W. Okanogan Loop, Kennewick
Dorothy Van Note, 1225 N. Jefferson St, Kennewick
Rich Burnham, 5723 W. Quinault Ave, Kennewick
Jose Chavallo, 5927 W. Quinault Ave, Kennewick
Stacy Brinkley, 6120 W. Brinkley Rd, Kennewick
F. Dean Maldonado, 515 NW 253rd St, Ridgefield, WA
Rob Clark, 6029 W. Okanogan Loop, Kennewick
Brian Davidson, 6028 W. Okanogan Loop, Kennewick
Dave Retter, 3205 S. Auburn St, Kennewick

5. ORDINANCE/RESOLUTIONS

- a. Ordinance 5771: Comprehensive Plan Amendment 18-01 from MDR to HDR (Katcher.)
Anthony Muai, Planner reported.

ORDINANCE NO. 5771

AN ORDINANCE AMENDING THE CITY OF KENNEWICK'S COMPREHENSIVE PLAN (CPA 18-01, KATCHER)

Mr. McKay moved, seconded by Mr. Parish to adopt Ordinance No. 5771. The motion passed unanimously.

- b. Ordinance 5772: Comprehensive Plan Amendment 18-02 from LDR to MDR (Davari.)
Anthony Muai, Planner reported.

ORDINANCE NO. 5772

AN ORDINANCE AMENDING THE CITY OF KENNEWICK'S COMPREHENSIVE PLAN (CPA 18-02, DAVARI)

Mr. Boehnke moved, seconded by Mr. Young to adopt Ordinance No. 5772. The motion passed unanimously.

- c. Ordinance 5773: Comprehensive Plan Amendment 18-03 from LDR to Commercial (N2K Design.) Anthony Muai, Planner reported.

ORDINANCE NO. 5773

AN ORDINANCE AMENDING THE CITY OF KENNEWICK'S COMPREHENSIVE PLAN (CPA 18-03, N2K DESIGN)

Mayor Pro Tem Lee moved, seconded by Mr. McKay to adopt Ordinance No. 5773. The motion passed 4 to 3. Mr. Parish, Mr. Young and Mayor Britain opposed.

- d. Ordinance 5774: Comprehensive Plan Amendment 18-04 from MDR and Commercial to PF (Knutzen Engineering.) Anthony Muai, Planner reported.

ORDINANCE NO. 5774

AN ORDINANCE AMENDING THE CITY OF KENNEWICK'S COMPREHENSIVE PLAN (CPA 18-04, KNUTZEN ENGINEERING)

Mr. Boehnke moved, seconded by Mr. Young to adopt Ordinance No. 5774. The motion passed unanimously.

- e. Ordinance 5775: Comprehensive Plan Amendment 18-05 from Industrial to PF (Knutzen Engineering.) Anthony Muai, Planner reported.

ORDINANCE NO. 5775

AN ORDINANCE AMENDING THE CITY OF KENNEWICK'S COMPREHENSIVE PLAN (CPA 18-05, KNUTSEN ENGINEERING)

Mr. Boehnke moved, seconded by Mr. McKay to adopt Ordinance No. 5775. The motion passed unanimously.

- f. Ordinance 5776: Comprehensive Plan Amendment 18-06 from MDR to Commercial (Tri-City Court Club.) Anthony Muai, Planner reported.

ORDINANCE NO. 5776

AN ORDINANCE AMENDING THE CITY OF KENNEWICK'S COMPREHENSIVE PLAN (CPA 18-06, TRI-CITY COURT CLUB)

Mayor Pro Tem Lee moved, seconded by Mr. Boehnke to adopt Ordinance No. 5776. The motion passed unanimously.

- g. Ordinance 5777: Comprehensive Plan Amendment 18-07 from LDR to MDR (Beauchamp.) Anthony Muai, Planner reported.

ORDINANCE NO. 5777

AN ORDINANCE AMENDING THE CITY OF KENNEWICK'S COMPREHENSIVE PLAN (CPA 18-07, BEAUCHAMP)

Mayor Pro Tem Lee moved, seconded by Mr. Young to adopt Ordinance No. 5777. The motion passed unanimously.

- h. Ordinance 5778: Comprehensive Plan Amendment 18-08 from LDR to MDR (Beauchamp.) Anthony Muai, Planner reported.

ORDINANCE NO. 5778

AN ORDINANCE AMENDING THE CITY OF KENNEWICK'S COMPREHENSIVE PLAN (CPA 18-08, BEAUCHAMP)

Mr. McKay moved, seconded by Mr. Parish to adopt Ordinance No. 5778. The motion passed unanimously.

- i. Ordinance 5779: Comprehensive Plan Amendment 18-09 from LDR to Mixed Use (Fullard-Leo.) Anthony Muai, Planner reported.

ORDINANCE NO. 5779

AN ORDINANCE AMENDING THE CITY OF KENNEWICK'S COMPREHENSIVE PLAN (CPA 18-09, FULLARD-LEO)

Mr. McKay moved, seconded by Mr. Young to adopt Ordinance No. 5779. The motion failed unanimously.

- j. Ordinance 5780: Comprehensive Plan Amendment 18-10 from LDR to MDR (Hoye.) Anthony Muai, Planner reported.

ORDINANCE NO. 5780

AN ORDINANCE AMENDING THE CITY OF KENNEWICK'S COMPREHENSIVE PLAN (CPA 18-10, HOYE)

Mr. Boehnke moved, seconded by Mr. McKay to adopt Ordinance No. 5780. The motion passed unanimously.

- k. Ordinance 5781: Comprehensive Plan Amendment 18-11 from LDR to HDR (Chavallo.) Anthony Muai, Planner reported.

ORDINANCE NO. 5781

AN ORDINANCE AMENDING THE CITY OF KENNEWICK'S COMPREHENSIVE PLAN (CPA 18-11, CHAVALLO)

Mayor Pro Tem Lee moved, seconded by Mr. Boehnke to adopt Ordinance No. 5781. The motion passed 5 to 2. Mr. Parish and Mayor Britain opposed.

- l. Ordinance 5782: Comprehensive Plan Amendment 18-12 from Commercial to MDR (Knutzen Engineering.) Anthony Muai, Planner reported.

ORDINANCE NO. 5782

AN ORDINANCE AMENDING THE CITY OF KENNEWICK'S COMPREHENSIVE PLAN (CPA 18-12, KNUTZEN ENGINEERING)

Mr. Young moved, seconded by Mr. Parish to adopt Ordinance No. 5782. The motion passed unanimously.

- m. Ordinance 5783: Comprehensive Plan Amendment 18-13 from Commercial to MDR (Knutzen Engineering.) Anthony Muai, Planner reported.

ORDINANCE NO. 5783

AN ORDINANCE AMENDING THE CITY OF KENNEWICK'S COMPREHENSIVE PLAN (CPA 18-13, KNUTZEN ENGINEERING)

Mr. McKay moved, seconded by Mr. Parish to adopt Ordinance No. 5783. The motion passed unanimously.

- n. Ordinance 5784: Comprehensive Plan Amendment 18-14 from Commercial to Mixed Use (Overturf Properties LLC.) Anthony Muai, Planner reported.

ORDINANCE NO. 5784

AN ORDINANCE AMENDING THE CITY OF KENNEWICK'S COMPREHENSIVE PLAN (CPA 18-14, OVERTURF PROPERTIES, LLC)

Mr. Parish moved, seconded by Mr. Boehnke to adopt Ordinance No. 5784. The motion passed unanimously.

- o. Ordinance 5785: Comprehensive Plan Amendment 18-15 from Commercial to Mixed Use (BW Land LLC.) Anthony Muai, Planner reported.

ORDINANCE NO. 5785

AN ORDINANCE AMENDING THE CITY OF KENNEWICK'S COMPREHENSIVE PLAN (CPA 18-15, BW LAND, LLC)

Mr. Parish moved, seconded by Mayor Pro Tem Lee to adopt Ordinance No. 5785. The motion passed unanimously.

- 6. PUBLIC HEARINGS/MEETINGS - None
- 7. NEW BUSINESS - None
- 8. UNFINISHED BUSINESS - None
- 9. COUNCIL COMMENTS/DISCUSSION

Council members reported on their respective activities.

- 10. AJOURNMENT

Meeting was adjourned at 8:45 p.m.

Terri L. Wright, CMC
City Clerk

Council Agenda Coversheet



Agenda Item Number	3.b.(1)	Council Date	11/06/2018
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 October 12, 2018, in the amount \$ 2,125,567.46, and comprised of check numbers 143632 through 143848 and wire transfer number 300345.

Summary

The payments on this Claims Roster are comprised of the following issued 09/29/18 - 10/12/18:

Check numbers 143632 through 143848	\$ 2,125,350.46
Wire transfer number 300345	217.00

Total	\$ 2,125,567.46

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

Alternatives

None.

Fiscal Impact

\$ 2,125,567.46.

Through	Lynne Brown Oct 25, 13:47:11 GMT-0700 2018
Dept Head Approval	Dan Legard Oct 31, 11:18:55 GMT-0700 2018
City Mgr Approval	Marie Mosley Nov 01, 09:39:12 GMT-0700 2018

Attachments: Claims Roster

☐ Recording
Required?

City of Kennewick
Claims Roster

9/29/2018 - 10/12/2018

Accounting Period

2018

Check #	Check Date	Vendor #	Vendor Name		Description of Services	Amount \$
001 GENERAL FUND						
032 SUPPORT SERVICES-FINANCE						
143765	10/12/2018	03700	OFFICE DEPOT INC	in	OFFICE SUPPLIES	8.96
143784	10/12/2018	01314	REHN & ASSOCIATES, INC.	in	COBRA NOTIFICATION	22.00
Total amount by Department						\$ 30.96
034 SUPPORT SERVICES - INFO SYSTEMS						
143650	10/12/2018	00730	ADVANCE TRAVEL EXPENSE	in	REIMBURSE ADVANCE TRAVEL	304.00
143692	10/12/2018	06375	COMPUNET INC	in	MAINTENANCE AGREEMENT	11,574.24
143695	10/12/2018	03344	CONSOLIDATED TECHNOLOGY SVCS	in	SCAN CHARGES	244.39
143754	10/12/2018	08210	MOBILEGUARD INC	in	NET GUARD	744.00
143794	10/12/2018	06976	SCIENS CONSULTING LLC	in	CONSULTING SERVICES	16,120.00
143811	10/12/2018	00008	TELCO WIRING & REPAIR INC	in	BROADBAND SERVICE	3,235.00
Total amount by Department						\$ 32,221.63
035 SUPPORT SERVICES-CUSTOMER SERVICE						
143819	10/12/2018	01298	U S POSTAL SERVICE (NEOPOST POSTAGE)	in	POSTAGE	6,000.00
Total amount by Department						\$ 6,000.00
041 CITY CLERK						
143812	10/12/2018	00172	THE TRI-CITY HERALD ADVERTISING	in	PUBLICATION	46.96
Total amount by Department						\$ 46.96
042 LEGAL SERVICES						
143639	10/04/2018	05326	MUNOZ RENEE L	in	TRANSCRIPT	176.00
143779	10/12/2018	03467	PRONTO PROCESS SERVICE, INC	in	MESSENGER SERVICE	40.00
143806	10/12/2018	02536	STAPLES ADVANTAGE STAPLES CONTRA	in	OFFICE SUPPLIES	203.90
Total amount by Department						\$ 419.90
050 CIVIL SERVICE						
143665	10/12/2018	03035	BI-STATE OCCUPATIONAL SAFETY & HEALTH	in	PROFESSIONAL SERVICES	1,570.00
143756	10/12/2018	09181	MOON, TAE IM, PH.D.	in	PROFESSIONAL SERVICES	800.00
143756	10/12/2018	09181	MOON, TAE IM, PH.D.	in	PROFESSIONAL SERVICES	800.00
Total amount by Department						\$ 3,170.00
061 CODE ENFORCEMENT						
143825	10/12/2018	00030	VERIZON NORTHWEST	in	VEHICLE TRACKING	65.16
Total amount by Department						\$ 65.16
062 LONG RANGE PLANNING						

9/29/2018 - 10/12/2018

2018

11:33AM

City of Kennewick

Claims Roster

9/29/2018 - 10/12/2018

Accounting Period

2018

Check #	Check Date	Vendor #	Vendor Name		Description of Services	Amount \$
Total amount by Department						\$ 2,706.77
074 POLICE DEPT. - STAFF SERVICES						
143650	10/12/2018	00730	ADVANCE TRAVEL EXPENSE	in	REIMBURSE ADVANCE TRAVEL	815.32
143688	10/12/2018	01682	COLUMBIA FITNESS SYSTEMS	in	PREVENTATIVE MAINTENANCE	108.60
143806	10/12/2018	02536	STAPLES ADVANTAGE STAPLES CONTRA	in	OFFICE SUPPLIES	62.58
143806	10/12/2018	02536	STAPLES ADVANTAGE STAPLES CONTRA	in	OFFICE SUPPLIES	260.09
143806	10/12/2018	02536	STAPLES ADVANTAGE STAPLES CONTRA	in	OFFICE SUPPLIES	534.05
143806	10/12/2018	02536	STAPLES ADVANTAGE STAPLES CONTRA	in	OFFICE SUPPLIES	54.46
143810	10/12/2018	08315	TALENTWISE SOLUTIONS LLC	in	PROFESSIONAL SERVICES	76.00
143832	10/12/2018	01033	WASHINGTON STATE PATROL	in	ACCESS USER FEE	600.00
143832	10/12/2018	01033	WASHINGTON STATE PATROL	in	CPL BACKGROUND CHECKS	468.00
Total amount by Department						\$ 2,979.10
076 POLICE DEPT - PROFESSIONAL STANDARDS						
143664	10/12/2018	00084	BENTON PUD NO. 1	in	ELECTRICITY	27.75
143715	10/12/2018	05823	GALLS, LLC	in	QUARTERMASTER - CREDIT	-184.48
143715	10/12/2018	05823	GALLS, LLC	in	CREDIT	-92.26
143715	10/12/2018	05823	GALLS, LLC	in	QUARTERMASTER SUPPLIES	92.26
143715	10/12/2018	05823	GALLS, LLC	in	CHIPS UNIFORMS	33.66
143753	10/12/2018	07081	MIKE GIBSON MANUFACTURING INC	in	TRAINING SUPPLIES	2,238.40
143808	10/12/2018	06187	SUN BADGE COMPANY	in	BADGES	1,054.52
Total amount by Department						\$ 3,169.85
081 FIRE DEPT. - ADMINISTRATION						
143678	10/12/2018	07496	CHAPLAIN SERVICES NETWORK	in	CHAPLAINCY SERVICES	1,100.00
143679	10/12/2018	02481	CI INFORMATION MANAGEMENT CI SUP.	in	SHRED SERVICE	18.38
143703	10/12/2018	00480	DEPENDABLE APPLIANCE	in	PARTS & LABOR	73.54
143783	10/12/2018	00957	RANCH & HOME INC	in	PROPANE	6.70
143783	10/12/2018	00957	RANCH & HOME INC	in	PROPANE - STATION #2	29.98
143788	10/12/2018	00011	ROTARY CLUB OF COLUMBIA CENTER	in	QUARTERLY ROTARY DUES	116.50
143821	10/12/2018	04764	UNITED PARCEL SERVICE	in	SHIPPING	7.03
143831	10/12/2018	01035	WASHINGTON HARDWARE AND FURNITURE	in	MOUSE TRAPS (STATION 1)	3.23
Total amount by Department						\$ 1,355.36
082 FIRE DEPT. - SUPPRESSION						
143648	10/12/2018	00552	10TH AVENUE CLEANERS,LLC	in	ALTER UNIFORM	17.38
143648	10/12/2018	00552	10TH AVENUE CLEANERS,LLC	in	SEW UNIFORM PATCHES	8.15
143648	10/12/2018	00552	10TH AVENUE CLEANERS,LLC	in	ALTER UNIFORM	17.38

City of Kennewick

Claims Roster

9/29/2018 - 10/12/2018

Accounting Period

2018

Check #	Check Date	Vendor #	Vendor Name		Description of Services	Amount \$
143648	10/12/2018	00552	10TH AVENUE CLEANERS,LLC	in	ALTER UNIFORM	20.64
143680	10/12/2018	00435	CITY OF PASCO	in	REGIONAL BURN PROP	5,226.00
143680	10/12/2018	00435	CITY OF PASCO	in	TRAINING	2,239.48
143688	10/12/2018	01682	COLUMBIA FITNESS SYSTEMS	in	PREVENTATIVE MAINTENANCE	108.60
143701	10/12/2018	09827	DAY WIRELESS SYSTEMS	in	REPAIR & MAINT.	245.12
143701	10/12/2018	09827	DAY WIRELESS SYSTEMS	in	PARTS & LABOR	130.33
143715	10/12/2018	05823	GALLS, LLC	in	UNIFORM PANTS	96.71
143715	10/12/2018	05823	GALLS, LLC	in	UNIFORM PANTS	483.54
143715	10/12/2018	05823	GALLS, LLC	in	UNIFORM PANTS	96.71
143715	10/12/2018	05823	GALLS, LLC	in	UNIFORM SHIRT	55.91
143715	10/12/2018	05823	GALLS, LLC	in	UNIFORM BELT	12.47
143715	10/12/2018	05823	GALLS, LLC	in	UNIFORM PANTS	96.71
143743	10/12/2018	04244	L N CURTIS & SONS	in	AUTO-LOCKING CARABINE	550.54
143795	10/12/2018	07872	SEA WESTERN INC	in	SCBA SUPPLIES	136.96
143809	10/12/2018	04379	TACOMA SCREW PRODUCTS INC ACCTS	in	LADDER MAINT. SUPPLIES	214.53
143809	10/12/2018	04379	TACOMA SCREW PRODUCTS INC ACCTS	in	CREDIT	-25.88
143822	10/12/2018	05807	UPTOWN CLEANERS	in	2017-18 UNIFORM LAUNDRY	43.03
143822	10/12/2018	05807	UPTOWN CLEANERS	in	2017-18 UNIFORM LAUNDRY	50.37
143822	10/12/2018	05807	UPTOWN CLEANERS	in	2017-18 UNIFORM LAUNDRY	48.60
143822	10/12/2018	05807	UPTOWN CLEANERS	in	2017-18 UNIFORM LAUNDRY	43.44
143822	10/12/2018	05807	UPTOWN CLEANERS	in	2017-18 UNIFORM LAUNDRY	55.52
143822	10/12/2018	05807	UPTOWN CLEANERS	in	2017-18 UNIFORM LAUNDRY	54.98
143822	10/12/2018	05807	UPTOWN CLEANERS	in	2017-18 UNIFORM LAUNDRY	48.60
143822	10/12/2018	05807	UPTOWN CLEANERS	in	2017-18 UNIFORM LAUNDRY	53.49
143822	10/12/2018	05807	UPTOWN CLEANERS	in	2017-18 UNIFORM LAUNDRY	146.61
Total amount by Department						\$ 10,275.92
083 FIRE PREVENTION & INVESTIGATION						
143759	10/12/2018	01072	N F P A	in	NFPA MEMBERSHIP	1,575.00
Total amount by Department						\$ 1,575.00
090 ENGINEERING						
143758	10/12/2018	03962	MUNICIPAL SVCS PETTY CASH	in	PETTY CASH PW	30.52
143806	10/12/2018	02536	STAPLES ADVANTAGE STAPLES CONTRA	in	OFFICE SUPPLIES	17.58
143806	10/12/2018	02536	STAPLES ADVANTAGE STAPLES CONTRA	in	OFFICE SUPPLIES	23.41
Total amount by Department						\$ 71.51
101 CORPORATE & COMMUNITY SERVICES						
143650	10/12/2018	00730	ADVANCE TRAVEL EXPENSE	in	REIMBURSE ADVANCE TRAVEL	430.00

City of Kennewick

Claims Roster

9/29/2018 - 10/12/2018

Accounting Period

2018

Check #	Check Date	Vendor #	Vendor Name		Description of Services	Amount \$
143672	10/12/2018	05827	CALIPER MANAGEMENT INC	in	PROFESSIONAL SERVICES	295.00
143672	10/12/2018	05827	CALIPER MANAGEMENT INC	in	PROFESSIONAL SERVICES	295.00
143672	10/12/2018	05827	CALIPER MANAGEMENT INC	in	PROFESSIONAL SERVICES	565.00
143672	10/12/2018	05827	CALIPER MANAGEMENT INC	in	PROFESSIONAL SERVICES	295.00
143679	10/12/2018	02481	CI INFORMATION MANAGEMENT CI SUP	in	SHRED SERVICES	82.95
143688	10/12/2018	01682	COLUMBIA FITNESS SYSTEMS	in	PREVENTATIVE MAINTENANCE	152.04
143688	10/12/2018	01682	COLUMBIA FITNESS SYSTEMS	in	PREVENTATIVE MAINTENANCE	152.04
143689	10/12/2018	05989	COLUMBIA PARK GOLF LINKS	in	WELLNESS EVENT	260.00
143728	10/12/2018	00006	IMPREST PETTY CASH FUND	in	PETTY CASH FUND	5.00
143746	10/12/2018	09277	LOURDES OCCUPATIONAL HEALTH	in	PROFESSIONAL SERVICES	76.00
143761	10/12/2018	01030	NAVIA BENEFIT SOLUTIONS CLIENT PAY	in	FLEX PLAN SERVICES	340.30
143810	10/12/2018	08315	TALENTWISE SOLUTIONS LLC	in	PROFESSIONAL SERVICES	504.00
143834	10/12/2018	07879	WESLEY GROUP, THE TWG CONSULTING	in	PROFESSIONAL SERVICES	1,550.00
Total amount by Department						\$ 5,002.33
113 PARKS DEPT.-RECREATION SERVICES						
143650	10/12/2018	00730	ADVANCE TRAVEL EXPENSE	in	REIMBURSE ADVANCE TRAVEL	261.56
143728	10/12/2018	00006	IMPREST PETTY CASH FUND	in	PETTY CASH FUND	23.80
143765	10/12/2018	03700	OFFICE DEPOT INC	in	OFFICE SUPPLIES	3.28
143765	10/12/2018	03700	OFFICE DEPOT INC	in	OFFICE SUPPLIES	16.95
143765	10/12/2018	03700	OFFICE DEPOT INC	in	OPERATING SUPPLIES	15.46
143765	10/12/2018	03700	OFFICE DEPOT INC	in	OFFICE SUPPLIES	105.98
143765	10/12/2018	03700	OFFICE DEPOT INC	in	OPERATING SUPPLIES	12.92
143815	10/12/2018	09631	TRI-CITIES WU YING TAO	in	SEPT MARTIAL ARTS	1,232.00
143818	10/12/2018	03883	U R M CASH & CARRY	in	OPERATING SUPPLIES	34.29
143845	10/12/2018	09817	JEFFREY JAMES SMART JR	in	SOUND PRODUCTION SERVICES	100.00
143846	10/12/2018	09285	MANZANARES SANTES JAMIE EDUARD	in	COMMUNITY PICNIC	800.00
Total amount by Department						\$ 2,606.24
114 PARKS DEPT.-FACILITIES MAINT.						
143650	10/12/2018	00730	ADVANCE TRAVEL EXPENSE	in	REIMBURSE ADVANCE TRAVEL	187.44
143653	10/12/2018	05911	AMERICAN BUILDING MAINTENANCE	in	CLEANING-GRANGE	450.00
143653	10/12/2018	05911	AMERICAN BUILDING MAINTENANCE	in	JANITORIAL SVC	11,237.09
143658	10/12/2018	00214	BASIN DEPARTMENT STORE	in	UNIFORM ALLOWANCE	168.32
143658	10/12/2018	00214	BASIN DEPARTMENT STORE	in	UNIFORM ALLOWANCE	108.59
143662	10/12/2018	00094	BENTON COUNTY TREASURER	in	2018 2ND HALF TAXES FROST BLDG	15,706.41
143664	10/12/2018	00084	BENTON PUD NO. 1	in	ELECTRICITY	50.56
143664	10/12/2018	00084	BENTON PUD NO. 1	in	COLUMBIA PARK	2,076.24

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143664	10/12/2018	00084	BENTON PUD NO. 1	in	COLUMBIA PARK	45.94
143664	10/12/2018	00084	BENTON PUD NO. 1	in	CITY PARKS	7,482.32
143664	10/12/2018	00084	BENTON PUD NO. 1	in	ELECTRICITY	889.33
143664	10/12/2018	00084	BENTON PUD NO. 1	in	CITY PARKS	278.64
143664	10/12/2018	00084	BENTON PUD NO. 1	in	CITY FACILITIES	14,869.21
143670	10/12/2018	00310	BUILDERS FIRSTSOURCE	in	CONCRETE	9.23
143670	10/12/2018	00310	BUILDERS FIRSTSOURCE	in	FENCE REPAIR	13.35
143708	10/12/2018	00166	FARMERS EXCHANGE	in	PARTS & SUPPLIES	38.00
143708	10/12/2018	00166	FARMERS EXCHANGE	in	CHAINS	41.18
143720	10/12/2018	01775	GRAINGER	in	SUPPLIES	9.28
143728	10/12/2018	00006	IMPREST PETTY CASH FUND	in	PETTY CASH FUND	46.20
143731	10/12/2018	01112	IRRIGATION SPECIALISTS INC	in	IRRIGATION REPAIR	39.06
143741	10/12/2018	00078	KENNEWICK INDUSTRIAL & ELEC	in	IRRIGATION REPAIR	2.78
143741	10/12/2018	00078	KENNEWICK INDUSTRIAL & ELEC	in	IRRIGATION REPAIR	35.01
143755	10/12/2018	05112	MOON SECURITY SERVICES, INC	in	CITY HALL FIRE MONITORING	38.00
143755	10/12/2018	05112	MOON SECURITY SERVICES, INC	in	KPD SECURITY	73.50
143755	10/12/2018	05112	MOON SECURITY SERVICES, INC	in	FROST-FIRE MONITORING	35.00
143755	10/12/2018	05112	MOON SECURITY SERVICES, INC	in	SOUTHRIDGE SECURITY	70.00
143755	10/12/2018	05112	MOON SECURITY SERVICES, INC	in	FIRE MONITORING	38.00
143768	10/12/2018	05262	OVERHEAD DOOR COMPANY OF TRI-CIT	in	REPAIR & MAINT.	418.49
143768	10/12/2018	05262	OVERHEAD DOOR COMPANY OF TRI-CIT	in	REPAIR & MAINT.	135.75
143768	10/12/2018	05262	OVERHEAD DOOR COMPANY OF TRI-CIT	in	DOOR REPAIR	135.75
143768	10/12/2018	05262	OVERHEAD DOOR COMPANY OF TRI-CIT	in	CORD REPLACEMENT KPD	360.55
143783	10/12/2018	00957	RANCH & HOME INC	in	PARTS & SUPPLIES	119.44
143789	10/12/2018	01990	ROTO ROOTER CLEARWATER TECH LLC	in	SEWER LINE REPAIR	260.64
143806	10/12/2018	02536	STAPLES ADVANTAGE STAPLES CONTRA	in	OFFICE SUPPLIES	11.71
143823	10/12/2018	03564	US LINEN AND UNIFORM	in	LINEN SERVICE	352.76
143831	10/12/2018	01035	WASHINGTON HARDWARE AND FURNITI	in	PLUMBING REPAIR	4.32
143831	10/12/2018	01035	WASHINGTON HARDWARE AND FURNITI	in	MOUSE TRAPS	6.49
143831	10/12/2018	01035	WASHINGTON HARDWARE AND FURNITI	in	MOUSE TRAPS	21.50
143831	10/12/2018	01035	WASHINGTON HARDWARE AND FURNITI	in	FACE MASK	14.11
143831	10/12/2018	01035	WASHINGTON HARDWARE AND FURNITI	in	SUPPLIES	27.14
143847	10/12/2018	05262	OVERHEAD DOOR COMPANY OF TRI-CIT	in	REPAIR & MAINT.	2,213.27
Total amount by Department						\$ 58,120.60
120 NON-DEPARTMENTAL						
143653	10/12/2018	05911	AMERICAN BUILDING MAINTENANCE	in	JANITORIAL SVC	4,080.77
143664	10/12/2018	00084	BENTON PUD NO. 1	in	CITY FACILITIES	4,227.83

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143680	10/12/2018	00435	CITY OF PASCO	in	ANIMAL CONTROL	21,599.25
143750	10/12/2018	08208	MCBRIDE PUBLIC AFFAIRS LLC THOMAS	in	LOBBYIST EXPENSES	4,120.00
143755	10/12/2018	05112	MOON SECURITY SERVICES, INC	in	MCL-FIRE MONITORING	41.00
143848	10/12/2018	00662	TRI-CITIES WATER FOLLIES ASSOCIATIO	in	RIVER OF FIRE	10,000.00
T 300345	10/05/2018	00511	WA STATE DEPT OF RETIREMENT SYSTE	in	PRIOR SERVICE CONTRIBUTION	217.00
Total amount by Department						\$ 44,285.85
Total amount by Fund						\$ 176,860.11
101 STREET FUND						
010 STREETS						
143694	10/12/2018	00035	CONSOLIDATED ELECTRICAL DISTRIBUT	in	PARTS & SUPPLIES	49.84
143721	10/12/2018	02842	GRANITE CONSTRUCTION COMPANY	in	COLD MIX	1,607.28
143729	10/12/2018	00113	INLAND ASPHALT COMPANY	in	MATERIALS & SUPPLIES	163.55
143729	10/12/2018	00113	INLAND ASPHALT COMPANY	in	HOT MIX	1,127.33
143740	10/12/2018	05148	KELLEY'S TELE-COMMUNICATIONS	in	TELE ANS SVC OCT	40.34
143741	10/12/2018	00078	KENNEWICK INDUSTRIAL & ELEC	in	PARTS & SUPPLIES	9.32
143741	10/12/2018	00078	KENNEWICK INDUSTRIAL & ELEC	in	PARTS & SUPPLIES	9.32
143741	10/12/2018	00078	KENNEWICK INDUSTRIAL & ELEC	in	PARTS & SUPPLIES	122.07
143741	10/12/2018	00078	KENNEWICK INDUSTRIAL & ELEC	in	PARTS & SUPPLIES	91.55
143767	10/12/2018	04217	O'REILLY AUTO PARTS	in	GEAR LUBE - TRUCKS	14.53
143773	10/12/2018	06603	PAPE MACHINERY INC	in	EQUIP RENTAL	1,954.80
143777	10/12/2018	00329	PLATT ELECTRIC SUPPLY COMPANY REX	in	PARTS & SUPPLIES	7.65
143777	10/12/2018	00329	PLATT ELECTRIC SUPPLY COMPANY REX	in	PARTS & SUPPLIES	74.88
143783	10/12/2018	00957	RANCH & HOME INC	in	PROPANE	181.95
Total amount by Department						\$ 5,454.41
020 TRAFFIC						
143664	10/12/2018	00084	BENTON PUD NO. 1	in	ELECTRICITY	425.02
143664	10/12/2018	00084	BENTON PUD NO. 1	in	SIGNALS	3,764.33
143664	10/12/2018	00084	BENTON PUD NO. 1	in	CITY FACILITIES	39.66
143664	10/12/2018	00084	BENTON PUD NO. 1	in	FLASHERS	242.96
143664	10/12/2018	00084	BENTON PUD NO. 1	in	STREET LIGHTS	16,656.35
143738	10/12/2018	00417	KAR-GOR INC	in	PARTS & SUPPLIES	17,293.04
143740	10/12/2018	05148	KELLEY'S TELE-COMMUNICATIONS	in	TELE ANS SVC OCT	40.34
Total amount by Department						\$ 38,461.70
Total amount by Fund						\$ 43,916.11

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102 ARTERIAL STREET FUND						
010 ARTERIAL STREET FUND						
143677	10/12/2018	07002	CENTRAL WASHINGTON ASPHALT INC	in	CONTRACT P1801-18	815,828.53
143730	10/12/2018	00529	INTERMOUNTAIN MATERIAL TESTING	in	TESTING SERVICES	2,898.50
Total amount by Department						\$ 818,727.03
Total amount by Fund						\$ 818,727.03
103 URBAN ARTERIAL STREET FUND						
010 URBAN ARTERIAL DEPARTMENT						
143757	10/12/2018	08982	MORENO & NELSON CONSTRUCTION, CC	in	CONTRACT P1804-18	135,322.88
143778	10/12/2018	04920	PREMIER EXCAVATION INC	in	CONTRACT P1309-18	160,068.56
Total amount by Department						\$ 295,391.44
Total amount by Fund						\$ 295,391.44
106 BI-PIN OPERATIONS FUND						
010 BI-PIN OPERATIONS FUND						
143811	10/12/2018	00008	TELCO WIRING & REPAIR INC	in	BROADBAND SERVICE	270.00
Total amount by Department						\$ 270.00
Total amount by Fund						\$ 270.00
107 COMMUNITY DEVELOPMENT FUND						
030 CURRENT PROGRAM YEAR						
143650	10/12/2018	00730	ADVANCE TRAVEL EXPENSE	in	REIMBURSE ADVANCE TRAVEL	22.00
Total amount by Department						\$ 22.00
Total amount by Fund						\$ 22.00
116 LODGING TAX FUND						
010 LODGING TAX FUND						
143814	10/12/2018	00176	TRI-CITIES VISITOR & CONVENTION BUF	in	SEPTEMBER 2018 DUES	20,653.00
Total amount by Department						\$ 20,653.00
Total amount by Fund						\$ 20,653.00
117 CRIMINAL JUSTICE SALES TAX FUND						
010 CRIMINAL JUSTICE SALES TAX FUND						
143704	10/12/2018	08576	DORSETT MICHELLE	in	JULY - SEPT MILEAGE	354.71

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143714	10/12/2018	07610	FOLTZ JESSICA	in	MAY - SEPT MILEAGE	206.70
143719	10/12/2018	08826	GONZALEZ CAMILLE	in	JULY - SEPT MILEAGE	247.98
143771	10/12/2018	09711	OXFORD SUITES OS INNCO	in	BLEA LODGING	1,798.00
143835	10/12/2018	00853	WEST GROUP PAYMENT CENTER	in	SEPTEMBER 2018	2,906.05
Total amount by Department						\$ 5,513.44
Total amount by Fund						\$ 5,513.44
300 CAPITAL IMPROVEMENTS FUND						
010 STREET IMPROVEMENTS						
143680	10/12/2018	00435	CITY OF PASCO	in	CONV CTR INTERLOCAL AGREEMENT	105,780.39
143687	10/12/2018	06389	COLUMBIA ELECTRIC SUPPLY	in	PARTS & SUPPLIES	1,207.09
143844	10/12/2018	04578	ZUMAR INDUSTRIES INC	in	PARTS & SUPPLIES	365.55
Total amount by Department						\$ 107,353.03
020 LAND AND FACILITIES						
143796	10/12/2018	00817	SENSKE LAWN & TREE CARE INC	in	CONTRACT P1702-17	197.14
143796	10/12/2018	00817	SENSKE LAWN & TREE CARE INC	in	CONTRACT P1702-17	2,764.96
Total amount by Department						\$ 2,962.10
040 PARK RESERVE						
143670	10/12/2018	00310	BUILDERS FIRSTSOURCE	in	JOHN DAY PARK	146.65
Total amount by Department						\$ 146.65
900 CAPITAL PURCHASES						
143692	10/12/2018	06375	COMPUNET INC	in	PARTS & SUPPLIES	8,338.27
143699	10/12/2018	07619	DATABANK IMX LLC	in	1ST YEAR MAINTENANCE	632.45
Total amount by Department						\$ 8,970.72
Total amount by Fund						\$ 119,432.50
401 WATER AND SEWER FUND						
143723	10/12/2018	00865	H D FOWLER COMPANY INC	in	INVENTORY	414.41
143723	10/12/2018	00865	H D FOWLER COMPANY INC	in	INVENTORY	209.42
143723	10/12/2018	00865	H D FOWLER COMPANY INC	in	INVENTORY	5,803.82
Total amount by Department						\$ 6,427.65
010 WATER/SEWER OPERATIONS						
143651	10/12/2018	04327	ADVANCED ANALYTICAL SOLUTIONS LI	in	LAB MATERIALS	180.00

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143652	10/12/2018	06567	ALLIED ELECTRONICS INC	in	COMMUNICATION ADAPTERS	37.05
143652	10/12/2018	06567	ALLIED ELECTRONICS INC	in	PANEL INDICATOR	60.25
143653	10/12/2018	05911	AMERICAN BUILDING MAINTENANCE	in	JANITORIAL SVC	471.29
143655	10/12/2018	07400	ANALYTICAL SERVICES INC	in	AEROBIC SPORE SAMPLES	215.00
143655	10/12/2018	07400	ANALYTICAL SERVICES INC	in	AEROBIC SPORE SAMPLES	215.00
143656	10/12/2018	02738	ANATEK LABS INC	in	HAA & TTHM SAMPLES	1,424.00
143657	10/12/2018	00490	APPLIED INDUSTRIAL TECH, INC.	in	PARTS TO REPAIR SLUDGE COLLECTOR	125.63
143657	10/12/2018	00490	APPLIED INDUSTRIAL TECH, INC.	in	O-RING - CHLORINATION SYSTEM	1.30
143658	10/12/2018	00214	BASIN DEPARTMENT STORE	in	UNIFORM ALLOWANCE	232.40
143658	10/12/2018	00214	BASIN DEPARTMENT STORE	in	OPERATING SUPPLIES	255.20
143658	10/12/2018	00214	BASIN DEPARTMENT STORE	in	UNIFORM ALLOWANCE	134.66
143659	10/12/2018	01726	BAVCO APPARATUS & VALVE CO	in	PARTS & SUPPLIES	368.15
143660	10/12/2018	08246	BEAVER BARK & ROCK PRODUCTS	in	WTP SIDEWALK REPAIR	288.85
143663	10/12/2018	00093	BENTON FRANKLIN DISTRICT HEALTH	in	DRINKING WATER TESTS	2,695.00
143664	10/12/2018	00084	BENTON PUD NO. 1	in	ELECTRICITY	55.94
143664	10/12/2018	00084	BENTON PUD NO. 1	in	ELECTRICITY	39,102.48
143664	10/12/2018	00084	BENTON PUD NO. 1	in	SEWER LIFT STATIONS	5,278.17
143664	10/12/2018	00084	BENTON PUD NO. 1	in	ELECTRICITY	25,419.20
143664	10/12/2018	00084	BENTON PUD NO. 1	in	CITY PARKS	14,191.44
143664	10/12/2018	00084	BENTON PUD NO. 1	in	ELECTRICITY	304.45
143664	10/12/2018	00084	BENTON PUD NO. 1	in	WATER FILTRATION	21,789.99
143666	10/12/2018	02026	BLAZE CONE COMPANY	in	SAFETY CONES	653.75
143671	10/12/2018	08662	C & E TRENCHING LLC	in	CONTRACT P1707-18	42,713.32
143676	10/12/2018	05050	CENTRAL HOSE & FITTINGS INC	in	PARTS & SUPPLIES	55.02
143677	10/12/2018	07002	CENTRAL WASHINGTON ASPHALT INC	in	CONTRACT P1801-18	11,647.35
143687	10/12/2018	06389	COLUMBIA ELECTRIC SUPPLY	in	SLC 5/05 PROCESSOR	7,681.39
143698	10/12/2018	09506	CWA CONSULTING SERVICES LLC CURTI	in	CONSULTANT SERVICES	5,625.00
143707	10/12/2018	09295	EUROFINS EATON ANALYTICAL INC	in	UCMR SAMPLES	108.00
143707	10/12/2018	09295	EUROFINS EATON ANALYTICAL INC	in	UCMR SAMPLES	580.00
143707	10/12/2018	09295	EUROFINS EATON ANALYTICAL INC	in	UCMR SAMPLES	138.00
143707	10/12/2018	09295	EUROFINS EATON ANALYTICAL INC	in	UCMR SAMPLES	66.00
143707	10/12/2018	09295	EUROFINS EATON ANALYTICAL INC	in	UCMR SAMPLES	1,200.00
143708	10/12/2018	00166	FARMERS EXCHANGE	in	BELT- RC4 EXHAUST FAN	30.63
143711	10/12/2018	04147	FEDEX	in	SHIPPING	132.17
143712	10/12/2018	00086	FERGUSON ENTERPRISES INC	in	PARTS & SUPPLIES	5.21
143713	10/12/2018	03862	FISHER SCIENTIFIC	in	SAMPLE DEVICE	144.04
143720	10/12/2018	01775	GRAINGER	in	TOOLS	60.04

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143720	10/12/2018	01775	GRAINGER	in	AIR RELEASE VALVES - BOOSTER	243.05
143720	10/12/2018	01775	GRAINGER	in	AIR RELEASE VALVES	251.91
143722	10/12/2018	07234	GROUNDWATER SOLUTIONS INC DBA G&S	in	CONSULTANT AGREEMENT	1,430.00
143723	10/12/2018	00865	H D FOWLER COMPANY INC	in	PARTS & SUPPLIES	16.23
143725	10/12/2018	06569	HDR INC	in	CONSULTANT AGREEMENT	7,071.20
143725	10/12/2018	06569	HDR INC	in	CONSULTANT AGREEMENT	34,863.59
143736	10/12/2018	04713	J-U-B ENGINEERS INC	in	CONSULTANT AGREEMENT	436.69
143736	10/12/2018	04713	J-U-B ENGINEERS INC	in	CONSULTANT AGREEMENT	18,847.74
143740	10/12/2018	05148	KELLEY'S TELE-COMMUNICATIONS	in	TELE ANS SVC OCT	40.22
143741	10/12/2018	00078	KENNEWICK INDUSTRIAL & ELEC	in	PARTS & SUPPLIES	5.94
143741	10/12/2018	00078	KENNEWICK INDUSTRIAL & ELEC	in	PARTS & SUPPLIES	29.32
143744	10/12/2018	00791	LAMPSON INTERNATIONAL LLC	in	EQUIP. RENTAL	543.00
143747	10/12/2018	03154	M & M BOLT COMPANY, LLC	in	PARTS & SUPPLIES- RIVER LEVEE PUMPS	97.60
143755	10/12/2018	05112	MOON SECURITY SERVICES, INC	in	WFP-FIRE MONITORING	38.00
143755	10/12/2018	05112	MOON SECURITY SERVICES, INC	in	SECURITY -SCADA SERVICE	29.00
143757	10/12/2018	08982	MORENO & NELSON CONSTRUCTION, CC	in	CONTRACT P1804-18	2,946.97
143758	10/12/2018	03962	MUNICIPAL SVCS PETTY CASH	in	PETTY CASH PW	49.97
143763	10/12/2018	04466	NORTHSTAR CHEMICAL INC	in	PHOSPHORIC ACID	7,951.25
143774	10/12/2018	01040	PARAMOUNT SUPPLY COMPANY	in	PARTS & SUPPLIES	215.17
143778	10/12/2018	04920	PREMIER EXCAVATION INC	in	CONTRACT P1309-18	212,457.51
143780	10/12/2018	02415	PUMPTech, INC	in	OIL RESERVIOR	596.49
143783	10/12/2018	00957	RANCH & HOME INC	in	PARTS & SUPPLIES	13.06
143783	10/12/2018	00957	RANCH & HOME INC	in	MAINT. SUPPLIES	13.44
143783	10/12/2018	00957	RANCH & HOME INC	in	TOOLS - WTP	17.61
143786	10/12/2018	06065	RH2 ENGINEERING INC	in	CONSULTING SERVICES	8,236.34
143797	10/12/2018	00111	SHARPE & PRESZLER CONSTRUCTION	in	CONTRACT P1814-18	43,070.89
143799	10/12/2018	00724	SHOWCASE SPECIALTIES, INC.	in	UNIFORM ALLOWANCE	262.81
143799	10/12/2018	00724	SHOWCASE SPECIALTIES, INC.	in	UNIFORM ALLOWANCE	296.37
143799	10/12/2018	00724	SHOWCASE SPECIALTIES, INC.	in	UNIFORM ALLOWANCE	253.04
143799	10/12/2018	00724	SHOWCASE SPECIALTIES, INC.	in	UNIFORM ALLOWANCE	311.68
143800	10/12/2018	00680	SIERRA ELECTRIC, INC.	in	CONTRACT NO. 16-021	381.21
143800	10/12/2018	00680	SIERRA ELECTRIC, INC.	in	CONTRACT NO. 16-021	172.52
143800	10/12/2018	00680	SIERRA ELECTRIC, INC.	in	CONTRACT NO. 16.021	90.14
143800	10/12/2018	00680	SIERRA ELECTRIC, INC.	in	CONTRACT NO. 16-021	600.17
143800	10/12/2018	00680	SIERRA ELECTRIC, INC.	in	CONTRACT NO. 16-021	280.19
143806	10/12/2018	02536	STAPLES ADVANTAGE STAPLES CONTRA	in	OFFICE SUPPLIES	23.39
143817	10/12/2018	02861	TROPHY SHOPPE, THE	in	ENGRAVING	8.15

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143823	10/12/2018	03564	US LINEN AND UNIFORM	in	LINEN SERVICE	133.06
143824	10/12/2018	03881	UTILITIES UNDERGROUND LOCATION CI	in	UTILITY LOCATES	392.16
143825	10/12/2018	00030	VERIZON NORTHWEST	in	VEHICLE TRACKING	944.82
143826	10/12/2018	00030	VERIZON NORTHWEST	in	AIR CARD FOR CAMERA PROJECT	112.46
143831	10/12/2018	01035	WASHINGTON HARDWARE AND FURNIT	in	TOOLS	14.10
143833	10/12/2018	08521	WESCO PAINT AND EQUIPMENT, INC	in	PAINT - RIVER LEVEE PUMP	162.54
Total amount by Department						\$ 527,636.37
030 SEWER AREA CHARGE						
143736	10/12/2018	04713	J-U-B ENGINEERS INC	in	ENGINEERING SERVICES	5,190.36
Total amount by Department						\$ 5,190.36
Total amount by Fund						\$ 539,254.38
402 MEDICAL SERVICES FUND						
010 MEDICAL SERVICES						
143648	10/12/2018	00552	10TH AVENUE CLEANERS,LLC	in	ALTER UNIFORM	17.37
143648	10/12/2018	00552	10TH AVENUE CLEANERS,LLC	in	SEW UNIFORM PATCHES	8.14
143648	10/12/2018	00552	10TH AVENUE CLEANERS,LLC	in	ALTER UNIFORM	17.37
143648	10/12/2018	00552	10TH AVENUE CLEANERS,LLC	in	ALTER UNIFORM	20.63
143667	10/12/2018	03495	BOUND TREE MEDICAL LLC	in	IV & GENERAL MEDICAL SUPPLIES	1,277.19
143667	10/12/2018	03495	BOUND TREE MEDICAL LLC	in	MEDICATION	116.03
143667	10/12/2018	03495	BOUND TREE MEDICAL LLC	in	IV & GENERAL MEDICAL SUPPLIES	665.92
143667	10/12/2018	03495	BOUND TREE MEDICAL LLC	in	GENERAL MEDICAL SUPPLIES	37.59
143667	10/12/2018	03495	BOUND TREE MEDICAL LLC	in	GENERAL MEDICAL SUPPLIES	77.67
143673	10/12/2018	07715	CARDINAL HEALTH 411, INC	in	MEDICATION	1,269.34
143673	10/12/2018	07715	CARDINAL HEALTH 411, INC	in	MEDICATION	115.86
143673	10/12/2018	07715	CARDINAL HEALTH 411, INC	in	MEDICATION	349.24
143673	10/12/2018	07715	CARDINAL HEALTH 411, INC	in	MEDICATION	146.02
143673	10/12/2018	07715	CARDINAL HEALTH 411, INC	in	MEDICATION	75.24
143673	10/12/2018	07715	CARDINAL HEALTH 411, INC	in	MEDICATION	77.24
143673	10/12/2018	07715	CARDINAL HEALTH 411, INC	in	MEDICATION	332.44
143678	10/12/2018	07496	CHAPLAIN SERVICES NETWORK	in	CHAPLAINCY SERVICES	1,100.00
143679	10/12/2018	02481	CI INFORMATION MANAGEMENT CI SUP	in	SHRED SERVICE	18.37
143685	10/12/2018	00695	COLUMBIA BASIN COLLEGE	in	SUMMER 18 ALS/OTEP CLASSES	33.60
143685	10/12/2018	00695	COLUMBIA BASIN COLLEGE	in	FALL 18 ALS/OTEP CLASSES	633.65
143701	10/12/2018	09827	DAY WIRELESS SYSTEMS	in	REPAIR & MAINT.	245.12
143701	10/12/2018	09827	DAY WIRELESS SYSTEMS	in	PARTS & LABOR	130.33

City of Kennewick

Claims Roster

9/29/2018 - 10/12/2018

Accounting Period

2018

Check #	Check Date	Vendor #	Vendor Name		Description of Services	Amount \$
143703	10/12/2018	00480	DEPENDABLE APPLIANCE	in	PARTS & LABOR	73.53
143715	10/12/2018	05823	GALLS, LLC	in	UNIFORM PANTS	96.71
143715	10/12/2018	05823	GALLS, LLC	in	UNIFORM PANTS	483.54
143715	10/12/2018	05823	GALLS, LLC	in	UNIFORM PANTS	96.71
143715	10/12/2018	05823	GALLS, LLC	in	UNIFORM SHIRT	55.89
143715	10/12/2018	05823	GALLS, LLC	in	UNIFORM BELT	12.45
143715	10/12/2018	05823	GALLS, LLC	in	UNIFORM PANTS	96.71
143745	10/12/2018	08868	LIFE-ASSIST	in	GENERAL MEDICAL SUPPLIES	427.84
143745	10/12/2018	08868	LIFE-ASSIST	in	GENERAL MEDICAL SUPPLIES	680.27
143745	10/12/2018	08868	LIFE-ASSIST	in	GENERAL MEDICAL SUPPLIES	74.37
143745	10/12/2018	08868	LIFE-ASSIST	in	GENERAL MEDICAL SUPPLIES	426.10
143764	10/12/2018	09789	OFFICE ALLY INC	in	NON-PARTICIPATING CLAIMS FEE	19.95
143770	10/12/2018	00917	OXARC, INC.	in	OXYGEN	74.86
143770	10/12/2018	00917	OXARC, INC.	in	OXYGEN	80.94
143770	10/12/2018	00917	OXARC, INC.	in	OXYGEN	59.33
143770	10/12/2018	00917	OXARC, INC.	in	OXYGEN	49.88
143770	10/12/2018	00917	OXARC, INC.	in	CYLINDER RENTAL	174.85
143783	10/12/2018	00957	RANCH & HOME INC	in	PROPANE	6.70
143783	10/12/2018	00957	RANCH & HOME INC	in	PROPANE - STATION #2	29.96
143788	10/12/2018	00011	ROTARY CLUB OF COLUMBIA CENTER	in	QUARTERLY ROTARY DUES	116.50
143822	10/12/2018	05807	UPTOWN CLEANERS	in	2017-18 UNIFORM LAUNDRY	43.04
143822	10/12/2018	05807	UPTOWN CLEANERS	in	2017-18 UNIFORM LAUNDRY	50.36
143822	10/12/2018	05807	UPTOWN CLEANERS	in	2017-18 UNIFORM LAUNDRY	48.60
143822	10/12/2018	05807	UPTOWN CLEANERS	in	2017-18 UNIFORM LAUNDRY	43.44
143822	10/12/2018	05807	UPTOWN CLEANERS	in	2017-18 UNIFORM LAUNDRY	55.52
143822	10/12/2018	05807	UPTOWN CLEANERS	in	2017-18 UNIFORM LAUNDRY	54.98
143822	10/12/2018	05807	UPTOWN CLEANERS	in	2017-18 UNIFORM LAUNDRY	48.60
143822	10/12/2018	05807	UPTOWN CLEANERS	in	2017-18 UNIFORM LAUNDRY	53.48
143822	10/12/2018	05807	UPTOWN CLEANERS	in	2017-18 UNIFORM LAUNDRY	146.61
143831	10/12/2018	01035	WASHINGTON HARDWARE AND FURNIT	in	MOUSE TRAPS (STATION 1)	3.22
143843	10/12/2018	06869	ZOLL MEDICAL CORPORATION	in	SUPPLIES	1,368.36
143843	10/12/2018	06869	ZOLL MEDICAL CORPORATION	in	THERMAL PAPER ROLLS	106.86
143843	10/12/2018	06869	ZOLL MEDICAL CORPORATION	in	ECG ELECTRODES	195.48
Total amount by Department						\$ 12,120.00
Total amount by Fund						\$ 12,120.00

404 COLISEUM FUND

City of Kennewick

Claims Roster

9/29/2018 - 10/12/2018

Accounting Period

2018

Check #	Check Date	Vendor #	Vendor Name		Description of Services	Amount \$
010 COLISEUM						
143739	10/12/2018	09627	KDA ARCHITECTURE INC	in	CONTRACT 18-025	12,602.72
143812	10/12/2018	00172	THE TRI-CITY HERALD ADVERTISING	in	PUBLICATION	168.00
Total amount by Department						\$ 12,770.72
Total amount by Fund						\$ 12,770.72
405 STORMWATER UTILITY FUND						
010 STORMWATER						
143638	10/04/2018	02735	HALVERSON NORTHWEST LAW GROUP P	in	R-O-W	750.00
143658	10/12/2018	00214	BASIN DEPARTMENT STORE	in	UNIFORM ALLOWANCE	168.32
143724	10/12/2018	00865	H D FOWLER COMPANY INC	in	PARTS & SUPPLIES	169.68
143769	10/12/2018	01912	OWEN EQUIPMENT COMPANY	in	PARTS & SUPPLIES	722.59
143772	10/12/2018	01174	P B S ENGINEERING & ENVIRONMENTAL	in	CONSULTANT SERVICES	3,823.75
143782	10/12/2018	01817	RADIO SERVICE COMPANY INC	in	RADIO ANTENNA - SWEEPER	35.40
143825	10/12/2018	00030	VERIZON NORTHWEST	in	VEHICLE TRACKING	130.32
Total amount by Department						\$ 5,800.06
Total amount by Fund						\$ 5,800.06
406 COLUMBIA PARK GOLF COURSE FUND						
010 COLUMBIA PARK GOLF COURSE						
143664	10/12/2018	00084	BENTON PUD NO. 1	in	COLUMBIA PARK GOLF	125.00
143681	10/12/2018	05296	CKJT ARCHITECTS	in	CONSULTING SVCS-CPGC	1,675.00
143807	10/12/2018	07670	STRATEGIC CONSTRUCTION MANAGEMI	in	CONSULTANT AGREEMENT	4,823.00
143839	10/12/2018	05761	WILLIAMS SCOTSMAN INC	in	CPGC ADA RAMP	281.27
Total amount by Department						\$ 6,904.27
Total amount by Fund						\$ 6,904.27
501 EQUIPMENT RENTAL FUND						
143675	10/12/2018	05061	CEDAR RAPIDS TIRE CO	in	INVENTORY	113.68
143691	10/12/2018	08852	COMMERCIAL TIRE	in	INVENTORY	195.29
143760	10/12/2018	08875	NAPA PASCO AUTO PARTS	in	OIL FILTERS	76.96
143760	10/12/2018	08875	NAPA PASCO AUTO PARTS	in	INVENTORY	261.42
143781	10/12/2018	09822	QUALITY CHAIN CORP	in	INVENTORY	341.36
143787	10/12/2018	03691	RMT EQUIPMENT	in	INVENTORY	217.67
Total amount by Department						\$ 1,206.38

City of Kennewick

Claims Roster

9/29/2018 - 10/12/2018

Accounting Period

2018

Check #	Check Date	Vendor #	Vendor Name		Description of Services	Amount \$
010 EQUIPMENT RENTAL						
143654	10/12/2018	05681	AMERIGAS PROPANE LP	in	PROPANE - VEH. 0401	19.40
143674	10/12/2018	03527	CASADAY BEE-LINE SERVICE & TOWING	in	PARTS & LABOR- VEH. 7352	1,827.04
143676	10/12/2018	05050	CENTRAL HOSE & FITTINGS INC	in	PARTS - VEH. 0086	28.03
143676	10/12/2018	05050	CENTRAL HOSE & FITTINGS INC	in	PARTS & SUPPLIES - VEH. 3313	278.36
143676	10/12/2018	05050	CENTRAL HOSE & FITTINGS INC	in	PARTS - VEH. 0100	35.88
143682	10/12/2018	05777	CLEARWATER NAPA	in	FUEL FILTERS - VEH. 4204	33.86
143684	10/12/2018	01310	COLEMAN OIL COMPANY	in	COLUMBIA PARK FUEL/TAX	45.56
143684	10/12/2018	01310	COLEMAN OIL COMPANY	in	COLUMBIA PARK MOWER FUEL	511.63
143684	10/12/2018	01310	COLEMAN OIL COMPANY	in	FLEETWIDE FUEL ACCT #0870469	22,068.77
143691	10/12/2018	08852	COMMERCIAL TIRE	in	TIRES - VEH. 7805	154.02
143691	10/12/2018	08852	COMMERCIAL TIRE	in	SERVICE CALL - VEH. 4206	114.58
143691	10/12/2018	08852	COMMERCIAL TIRE	in	SERVICE CALL - VEH. 2801	114.58
143691	10/12/2018	08852	COMMERCIAL TIRE	in	FLAT REPAIR - VEH. 4308	49.96
143691	10/12/2018	08852	COMMERCIAL TIRE	in	TIRES - VEH. 6514	375.59
143696	10/12/2018	07868	CORWIN FORD - TRI CITIES	in	VALVE - VEH. 0016	114.01
143696	10/12/2018	07868	CORWIN FORD - TRI CITIES	in	HANDLE - VEH. 0510	32.49
143696	10/12/2018	07868	CORWIN FORD - TRI CITIES	in	PARTS - VEH. 7367	286.14
143696	10/12/2018	07868	CORWIN FORD - TRI CITIES	in	PARTS & LABOR - VEH. 2105	4,880.57
143696	10/12/2018	07868	CORWIN FORD - TRI CITIES	in	PARTS & LABOR - VEH. 2105	718.51
143696	10/12/2018	07868	CORWIN FORD - TRI CITIES	in	PARTS & LABOR- VEH. 2514	433.79
143696	10/12/2018	07868	CORWIN FORD - TRI CITIES	in	PARTS & LABOR - VEH. 2105	2,004.77
143696	10/12/2018	07868	CORWIN FORD - TRI CITIES	in	PARTS & LABOR - VEH. 2105	2,112.84
143696	10/12/2018	07868	CORWIN FORD - TRI CITIES	in	CREDIT	-397.74
143708	10/12/2018	00166	FARMERS EXCHANGE	in	PARTS - VEH. 3630	90.56
143708	10/12/2018	00166	FARMERS EXCHANGE	in	SERVICE - VEH. 3818	45.61
143708	10/12/2018	00166	FARMERS EXCHANGE	in	PARTS & LABOR - VEH. 3817	216.37
143708	10/12/2018	00166	FARMERS EXCHANGE	in	PARTS - VEH. 3210 & S031	490.80
143708	10/12/2018	00166	FARMERS EXCHANGE	in	SERVICE - VEH. 3524	170.76
143716	10/12/2018	09348	GENUINE AUTO GLASS OF TRI-CITIES LL	in	WINDSHIELD REPAIR - VEH. 7789	54.30
143720	10/12/2018	01775	GRAINGER	in	PARTS & SUPPLIES - VEH. CW02	64.89
143726	10/12/2018	08572	HIGH DESERT MAINTENANCE INC	in	PARTS & LABOR - VEH. 0094	716.76
143732	10/12/2018	03313	J & L HYDRAULICS	in	CRIMP FITTINGS - VEH. 0086	13.66
143734	10/12/2018	02285	JIFFY CAR WASH, INC.	in	FLEET CAR WASHES	651.60
143735	10/12/2018	03363	JIM'S PACIFIC GARAGES INC	in	FUEL FILTER - VEH. 4510	36.32
143735	10/12/2018	03363	JIM'S PACIFIC GARAGES INC	in	BEACON LIGHTING - VEH. 5804	357.24
143760	10/12/2018	08875	NAPA PASCO AUTO PARTS	in	AIR FILTERS - VEH. 7129	27.15

City of Kennewick

Claims Roster

9/29/2018 - 10/12/2018

Accounting Period

2018

Check #	Check Date	Vendor #	Vendor Name		Description of Services	Amount \$
143760	10/12/2018	08875	NAPA PASCO AUTO PARTS	in	PARTS & SUPPLIES- VEH. 0007	157.05
143760	10/12/2018	08875	NAPA PASCO AUTO PARTS	in	PARTS & SUPPLIES - VEH. 7364	78.41
143760	10/12/2018	08875	NAPA PASCO AUTO PARTS	in	FUEL FILTERS - VEH. 4510	31.11
143760	10/12/2018	08875	NAPA PASCO AUTO PARTS	in	PARTS & SUPPLIES - VEH. MET7	12.95
143760	10/12/2018	08875	NAPA PASCO AUTO PARTS	in	PARTS & SUPPLIES - VEH. MET7	194.67
143760	10/12/2018	08875	NAPA PASCO AUTO PARTS	in	CREDIT- VEH. 4510	-6.91
143760	10/12/2018	08875	NAPA PASCO AUTO PARTS	in	HYDRAULIC FILTER - VEH. 4510	19.40
143760	10/12/2018	08875	NAPA PASCO AUTO PARTS	in	AIR FILTER - VEH. 4510	70.61
143760	10/12/2018	08875	NAPA PASCO AUTO PARTS	in	BATTERY - VEH. 0122	24.58
143760	10/12/2018	08875	NAPA PASCO AUTO PARTS	in	CREDIT - FUEL FILTER VEH. 4510	-24.21
143760	10/12/2018	08875	NAPA PASCO AUTO PARTS	in	TPMS SENSOR - VEH. 3006	39.25
143767	10/12/2018	04217	O'REILLY AUTO PARTS	in	PARTS & SUPPLIES - VEH. 0049	170.89
143767	10/12/2018	04217	O'REILLY AUTO PARTS	in	BATTERY - VEH. 7129	147.66
143767	10/12/2018	04217	O'REILLY AUTO PARTS	in	BATTERY - VEH. 5555	81.78
143767	10/12/2018	04217	O'REILLY AUTO PARTS	in	BATTERY - VEH. 3320	147.66
143768	10/12/2018	05262	OVERHEAD DOOR COMPANY OF TRI-CIT	in	PARTS & LABOR	2,453.27
143770	10/12/2018	00917	OXARC, INC.	in	FIRE EXTINGUISHER SERV - FLEET	1,626.99
143775	10/12/2018	06241	PASCO TIRE FACTORY INC	in	TIRES - VEH. 2105	912.18
143787	10/12/2018	03691	RMT EQUIPMENT	in	PARTS & SUPPLIES - VEH. 3313	80.18
143787	10/12/2018	03691	RMT EQUIPMENT	in	FUEL PUMP - VEH. 3314	747.82
143787	10/12/2018	03691	RMT EQUIPMENT	in	AIR CLEANER - VEH. 3313	168.78
143791	10/12/2018	09107	RWC INTERNATIONAL LTD	in	VISOR CLIP - VEH. 5116	22.97
143802	10/12/2018	05320	SOLID WASTE SYSTEMS INC	in	ROTARY JOINT - VEH. 5520	467.60
143809	10/12/2018	04379	TACOMA SCREW PRODUCTS INC ACCTS	in	BRAKE CLEANER - FLEET	290.14
143823	10/12/2018	03564	US LINEN AND UNIFORM	in	LINEN SERVICE	118.34
143836	10/12/2018	05380	WESTERN SYSTEMS FABRICATION INC	in	PARTS & SUPPLIES - VEH. 0100	2,482.99
Total amount by Department						\$ 49,294.82
Total amount by Fund						\$ 50,501.20
502 CENTRAL STORES FUND						
143686	10/12/2018	00175	COLUMBIA BASIN PAPER & SUPPLY	in	INVENTORY	117.29
143697	10/12/2018	00481	CROWN PAPER & JANITORIAL SUPPLY	in	INVENTORY	418.54
143720	10/12/2018	01775	GRAINGER	in	INVENTORY	525.45
143762	10/12/2018	02904	NORTHERN SAFETY CO., INC.	in	INVENTORY	1,566.42
143844	10/12/2018	04578	ZUMAR INDUSTRIES INC	in	INVENTORY	1,726.74
Total amount by Department						\$ 4,354.44

City of Kennewick

Claims Roster

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Accounting Period

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Check #	Check Date	Vendor #	Vendor Name		Description of Services	Amount \$
010 CENTRAL STORES						
143842	10/12/2018	06353	XEROX CORPORATION	in	POLICE PATROL COPIER	205.66
143842	10/12/2018	06353	XEROX CORPORATION	in	POLICE ADMIN COPIER	471.31
143842	10/12/2018	06353	XEROX CORPORATION	in	POLICE DETECTIVES COPIER	328.03
Total amount by Department						\$ 1,005.00
Total amount by Fund						\$ 5,359.44
503 RISK MANAGEMENT FUND						
010 RISK MANAGEMENT						
143733	10/12/2018	01205	JACK'S SUPERIOR AUTO BODY,LLC	in	PARTS & LABOR UNIT 2105	1,812.75
Total amount by Department						\$ 1,812.75
370 GAINS/LOSSES AND OTHER INCOME						
143805	10/12/2018	04478	ST PAUL FIRE & MARINE	in	CLAIM V2Z4198	200.00
Total amount by Department						\$ 200.00
Total amount by Fund						\$ 2,012.75
612 OPEB TRUST FUND						
010 OPEB TRUST FUND						
143649	10/12/2018	00024	ADKINS WILLIAM	in	RETIREE MEDICAL	129.00
143669	10/12/2018	00185	BUCK, GARY E	in	RETIREE MEDICAL	134.00
143683	10/12/2018	00127	CLEAVENGER, BUDDY L	in	RETIREE MEDICAL	126.00
143693	10/12/2018	00128	COMSTOCK, WILLIAM J	in	RETIREE MEDICAL	5,498.00
143702	10/12/2018	00121	DEINES, JAMES I	in	RETIREE MEDICAL	346.80
143705	10/12/2018	00324	DUNCAN LARRY	in	RETIREE MEDICAL	134.00
143706	10/12/2018	01894	EASLING, CONNIE	in	RETIREE MEDICAL	134.00
143709	10/12/2018	00041	FARNKOFF, ROBERT C	in	RETIREE MEDICAL	134.00
143710	10/12/2018	00058	FEARING, DOUG	in	RETIREE MEDICAL	134.00
143717	10/12/2018	00181	GIER, CHARLES W.	in	RETIREE MEDICAL	122.00
143718	10/12/2018	00134	GONDERMAN, DAVID A	in	RETIREE MEDICAL	131.00
143727	10/12/2018	06744	HIRSCHEL ARTHUR D	in	RETIREE MEDICAL	104.90
143737	10/12/2018	00065	JUERGENS, CURT	in	RETIREE MEDICAL	134.00
143742	10/12/2018	00060	KRAFT, JAMES	in	RETIREE MEDICAL	534.00
143748	10/12/2018	00050	MACE, BILL	in	RETIREE MEDICAL	134.00
143749	10/12/2018	00052	MAPLETHORPE, JOHN G., JR	in	RETIREE MEDICAL	129.00
143752	10/12/2018	00055	MERCER, BILL	in	RETIREE MEDICAL	160.80
143766	10/12/2018	00142	O'HAIR, RONALD L	in	RETIREE MEDICAL	134.00

City of Kennewick

Claims Roster

9/29/2018 - 10/12/2018

Accounting Period

2018

Check #	Check Date	Vendor #	Vendor Name	Description of Services	Amount \$
143776	10/12/2018	05554	PENNEY MICHAEL	in RETIREE MEDICAL	134.00
143785	10/12/2018	00145	REMUS, LARRY J	in RETIREE MEDICAL	114.00
143790	10/12/2018	00147	RUMLEY, LARRY M	in RETIREE MEDICAL	150.51
143793	10/12/2018	01821	SCHARNHORST, DEAN	in RETIREE MEDICAL	134.00
143798	10/12/2018	00148	SHAW, LEONARD	in RETIREE MEDICAL	123.00
143801	10/12/2018	00150	SLEATER, LARRY L	in RETIREE MEDICAL	134.00
143803	10/12/2018	00066	SOUTHWICK, JOHN J., JR.	in RETIREE MEDICAL	134.00
143816	10/12/2018	01318	TRIPP, GREG	in RETIREE MEDICAL	134.00
143827	10/12/2018	00152	VICKERMAN THOMAS	in RETIREE MEDICAL	134.00
143830	10/12/2018	08584	WAGNER BRIAN	in RETIREE MEDICAL	127.00
143838	10/12/2018	00154	WILLEBY, DONALD R	in RETIREE MEDICAL	119.00
143840	10/12/2018	02997	WILLIAMS GARY	in RETIREE MEDICAL	134.00
143841	10/12/2018	01415	WILLIAMS, KEN	in RETIREE MEDICAL	134.00
Total amount by Department					\$ 10,059.01
Total amount by Fund					\$ 10,059.01

City of Kennewick

Claims Roster

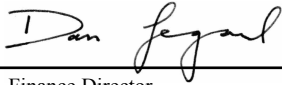
9/29/2018 - 10/12/2018

Accounting Period

2018

Check #	Check Date	Vendor #	Vendor Name	Description of Services	Amount \$
Grand Total:					<u><u>\$ 2,125,567.46</u></u>

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 143632 through 143848	\$ 2,125,350.46
Wire transfer number 300345	217.00

Total	<u><u>\$ 2,125,567.46</u></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.b.(2)	Council Date	11/06/2018
Agenda Item Type	General Business Item		
Subject	Columbia Park Golf Course Account		
Ordinance/Reso #		Contract #	
Project #		Permit #	
Department	Finance		

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

Recommendation

That Council approve the Claims Roster for the Columbia Park Golf Course Account for September 2018.

Motion for Consideration

I move to approve the Claims Roster for the Columbia Park Golf Course Account for September 2018 in the amount of \$19,190.86, comprised of check numbers 259-261, 2426-2428 in the amount of \$13,805.24 and electronic transfers in the amount of \$5,385.62.

Summary

The first page of the roster is a summary of check and electronic transfer activity, with the following pages presenting more detailed information.

Alternatives

None.

Fiscal Impact

Total \$19,190.86.

Through	Denise Winters Oct 22, 09:19:19 GMT-0700 2018
Dept Head Approval	Dan Legard Oct 31, 11:25:07 GMT-0700 2018
City Mgr Approval	Marie Mosley Nov 01, 09:40:40 GMT-0700 2018

Attachments: Roster

☐ Recording
Required?

**COLUMBIA PARK GOLF COURSE FUND
CHECK REGISTER
SEPTEMBER 2018**

Check Number	Vendor Check Name	Check Date	Amount	Type
259	KING BEVERAGE	9/13/2018	\$37.89	Check
260	KING BEVERAGE	9/20/2018	\$133.90	Check
261	KING BEVERAGE	9/27/2018	\$40.89	Check
2426	COLUMBIA POINT GOLF COURSE	9/7/2018	\$423.52	Check
2427	KENNEWICK GOLF CORPORATION	9/7/2018	\$8,779.36	Check
2428	KENNEWICK GOLF CORPORATION	9/13/2018	\$4,389.68	Check
809147 0818	CAPITAL INSURANCE GROUP	9/1/2018	\$601.18	EFT
ADPTS 006803965	ADP TOTAL SOURCE (AUTOPAY)	9/10/2018	\$3,209.65	EFT
213870	CINTAS CORPORATION #085	9/17/2018	\$80.73	EFT
ACH	COLEMAN OIL COMPANY	9/17/2018	\$292.76	EFT
ACH	COLEMAN OIL COMPANY	9/17/2018	\$344.25	EFT
213778	CITY OF KENNEWICK ELECTRICAL	9/25/2018	\$535.19	EFT
213843	PEPSI COLA BOTTLING CO.	9/26/2018	\$321.86	EFT
			\$19,190.86	

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 259-261, 2426-2428	\$	13,805.24
Electronic transfers		5,385.62
Total	\$	19,190.86

Exceptions:

Check	Vendor	Date	Amount	Debit	Credit
259	KING BEVERAGE	9/13/2018		\$37.89	
	PAY	20005-000-244-00	ACCOUNTS PAYABLE - GP		37.89
	PURCH	49300-070-244-00	COGS - BEER	37.89	
260	KING BEVERAGE	9/20/2018		\$133.90	
	PAY	20005-000-244-00	ACCOUNTS PAYABLE - GP		133.90
	PURCH	49300-070-244-00	COGS - BEER	133.90	
261	KING BEVERAGE	9/27/2018		\$40.89	
	PAY	20005-000-244-00	ACCOUNTS PAYABLE - GP		40.89
	PURCH	49300-070-244-00	COGS - BEER	40.89	
2426	COLUMBIA POINT GOLF	9/7/2018		\$423.52	
	PAY	20005-000-244-00	ACCOUNTS PAYABLE - GP		423.52
	PURCH	50100-060-244-00	SALARIES	192.30	
	PURCH	50100-080-244-00	SALARIES	192.30	
	PURCH	50200-060-244-00	HOURLY WAGES	38.92	
2427	KENNEWICK GOLF CORPATION	9/7/2018		\$8,779.36	
	PAY	20005-000-244-00	ACCOUNTS PAYABLE - GP		8,779.36
	PURCH	59600-080-244-00	ACCOUNTING FEES	1,098.01	
	PURCH	59610-080-244-00	MANAGEMENT FEE	3,291.67	
	PURCH	59600-080-244-00	ACCOUNTING FEES	1,098.01	
	PURCH	59610-080-244-00	MANAGEMENT FEE	3,291.67	
2428	KENNEWICK GOLF CORPATION	9/13/2018		\$4,389.68	
	PAY	20005-000-244-00	ACCOUNTS PAYABLE - GP		4,389.68
	PURCH	59600-080-244-00	ACCOUNTING FEES	1,098.01	
	PURCH	59610-080-244-00	MANAGEMENT FEE	3,291.67	
809147 0818	CAPITAL INSURANCE GROUP	9/1/2018		\$601.18	
	PAY	20005-000-244-00	ACCOUNTS PAYABLE - GP		601.18
	PURCH	18400-000-244-00	PREPAID GEN LIAB INS	601.18	
ADPTS 006793223	ADP TOTAL SOURCE (AUTOPAY)	9/10/2018		\$3,209.65	
	PAY	20005-000-244-00	ACCOUNTS PAYABLE - GP		3,209.65
	PURCH	50800-050-244-00	HEALTH BENEFITS	1,594.03	
	PURCH	50800-060-244-00	HEALTH BENEFITS	1,615.62	
213778	CITY OF KENNEWICK ELECTRICAL	9/25/2018		\$535.19	
	PAY	20006-000-244-00	ACCOUNTS PAYABLE - GP		535.19
	PURCH	52200-80-244-00	UTILITIES - GAS & ELECTRIC	91.68	
	PURCH	52200-60-244-00	UTILITIES - GAS & ELECTRIC	39.52	
	PURCH	52210-060-244-00	GOLF CART ELECTRICITY	403.99	
213843	PEPSI COLA BOTTLING CO.	9/26/2018		\$321.86	
	PAY	20006-000-244-00	ACCOUNTS PAYABLE - GP		321.86
	PURCH	49150-070-244-00	COGS - PACKAGED FOOD	8.70	
	PURCH	49200-070-244-00	COGS - SOFT BEVERAGE	21.05	
	PURCH	49200-070-244-00	COGS - SOFT BEVERAGE	229.20	
	PURCH	49150-070-244-00	COGS - PACKAGED FOOD	49.11	
	PURCH	51900-080-244-00	CONTRACT SERVICES	13.80	
213870	CINTAS CORPORATION #085	9/17/2018		\$80.73	
	PAY	20006-000-244-00	ACCOUNTS PAYABLE - GP		80.73
	PURCH	51900-080-244-00	CONTRACT SERVICES	42.63	
	PURCH	51900-060-244-00	CONTRACT SERVICES	38.10	
Paid by ACH	COLEMAN OIL COMPANY	9/17/2018		\$292.76	
	PAY	20006-000-244-00	ACCOUNTS PAYABLE - GP		292.76
	PURCH	58300-060-244-00	FUEL & OIL MAINTENANCE	238.76	
	PURCH	58300-050-244-00	FUEL & OIL MAINTENANCE	54.00	
Paid by ACH	COLEMAN OIL COMPANY	9/17/2018		\$344.25	
	PAY	20006-000-244-00	ACCOUNTS PAYABLE - GP		344.25
	PURCH	58300-060-244-00	FUEL & OIL MAINTENANCE	344.25	
				19,190.86	19,190.86

Council Agenda Coversheet



Agenda Item Number	3.b.(3)	Council Date	11/06/2018
Agenda Item Type	General Business Item		
Subject	Toyota Center/Arena Accounts		
Ordinance/Reso #		Contract #	
Project #		Permit #	
Department	Finance		

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

Recommendation

Staff recommends that Council approve the Claims Rosters for the Toyota Center Operations and Box Office Accounts for August 2018.

Motion for Consideration

I move to approve the Claims Rosters for the Toyota Center Operations and Box Office Accounts for August 2018 in the amount of \$382,432.75, comprised of check numbers 19922-19972 in the amount of \$107,898.76 and electronic transfers in the amount of \$274,533.99.

Summary

None.

Alternatives

None.

Fiscal Impact

Total \$382,432.75.

Through

Denise Winters
Oct 29, 14:10:55 GMT-0700 2018

Dept Head Approval

Dan Legard
Oct 31, 11:29:56 GMT-0700 2018

City Mgr Approval

Marie Mosley
Nov 01, 09:42:16 GMT-0700 2018

Attachments: Roster

☐ Recording
Required?

**Toyota Center and Toyota Arena
Operations Claims Roster
August 2018**

Num	Date	Name	Memo	Account	Paid Amount
19922	08/02/2018	Amerigas	0910002962	1006.1 · Sterling Operating Account	
3080904783	08/01/2018		Propane: 119.9 gallons 7/25/2018	8033 · Propane	-307.66
			Due from Trcc Propane: 119.9 gallons 7/25/2018	2215 · Due To (From) Convention Center	-76.91
					-384.57
19923	08/02/2018	Baudendistel, Nicole	Meal allowance and luggage	1006.1 · Sterling Operating Account	
MealReim	08/01/2018		Reimbursement for meals	8056 · Travel-Meals	-125.00
			luggage reimbursement	8051 · Staff Travel Expenses	-50.00
					-175.00
19924	08/02/2018	Central Hose & Fittings, Inc.	3River	1006.1 · Sterling Operating Account	
C014987	07/26/2018		PO2411 Hydraulic Oil	8042 · Repairs & Maintenance-Equipment	-70.23
					-70.23
19925	08/02/2018	City of Kennewick-MISC	2nd Qtr Leasehold tax 2018	1006.1 · Sterling Operating Account	
013572-6/8/2018	07/30/2018		2nd Qtr Leasehold tax 2018-Invoice from 6/8/2018	2205 · Admissions Tax Payable	-1,334.94
					-1,334.94
19926	08/02/2018	Columbia Electric Supply	PO2366	1006.1 · Sterling Operating Account	
5858-413025	07/23/2018		PO2366-EESB 1048 26L 120 Sign Ballast	8026 · Capital Improvements	-344.81
					-344.81
19927	08/02/2018	Culligan	230326	1006.1 · Sterling Operating Account	
90249	07/18/2018		Cold Cooler service 7/18-8/18/18	8098 · Supplies & Equipment	-53.76
89710-5/31/2018	07/26/2018		Invoice from 5/31/18 Cold Cooler service 5/31-6/14/18	8098 · Supplies & Equipment	-67.88
					-121.64
19928	08/02/2018	Dept of L & I - Boiler	Certification fee 7/12/2018-03/01/2020	1006.1 · Sterling Operating Account	
30589	07/30/2018		Certification fee 7/12/2018-03/01/2020	8012 · Licenses & Permits	-23.30
					-23.30
19929	08/02/2018	Dept of L & I - Elevator	Elevator permit renewal 9/1/2018-9/1/2019	1006.1 · Sterling Operating Account	
229943	08/01/2018		Elevator permit renewal 9/1/2018-9/1/2019	8012 · Licenses & Permits	-129.00
					-129.00
19930	08/02/2018	Kennewick False Alarm Program	Late Renewal 6/21/2018	1006.1 · Sterling Operating Account	
2016292	07/21/2018		Late Renewal 6/21/2018	8012 · Licenses & Permits	-40.00
					-40.00
19931	08/02/2018	Lowe's Commercial Services		1006.1 · Sterling Operating Account	
11030	07/26/2018		PO2407 Water supply line.	8098 · Supplies & Equipment	-6.48
11031	07/26/2018		PO2408 Bathroom Sink Faucet	8098 · Supplies & Equipment	-50.55
					-57.03
19932	08/02/2018	Moon Security Services, Inc.		1006.1 · Sterling Operating Account	
935140	08/01/2018		Arena Fire Monitoring- 8/1/2018-8/31/2018	8039 · Security & Fire Alarm System	-82.00
935423	08/01/2018		Fire Monitoring Service 8/1/2018-8/31/2018	8039 · Security & Fire Alarm System	-153.90
936818	08/01/2018		Basic commercial monitoring - Ammonia TA 8/1/2018-8/31/2018	8039 · Security & Fire Alarm System	-72.00
937147	08/01/2018		Basic kitchen & vault monitoring 8/1/2018-8/31/2018	8039 · Security & Fire Alarm System	-51.95
			Basic kitchen & vault monitoring 8/1/2018-8/31/2018	8039FB · Sec & Fire Alarm, Food & Bev	-103.90
			Due from Trcc Basic kitchen & vault monitoring 8/1/2018-8/31/2018	2215 · Due To (From) Convention Center	-51.95
					-515.70

**Toyota Center and Toyota Arena
Operations Claims Roster
August 2018**

Num	Date	Name	Memo	Account	Paid Amount
19933	08/02/2018	See, Andy	Meal Per diem for Marketing Conference	1006.1 · Sterling Operating Account	
MealReim	08/01/2018		Meal Per diem for Marketing Conference	8051 · Staff Travel Expenses	-125.00
					-125.00
19934	08/02/2018	ULINE	PO2404 Pallet Jack	1006.1 · Sterling Operating Account	
99652415	07/23/2018		PO2404 Pallet Jacks	8140 · Building Equipment	-739.98
					-739.98
19935	08/02/2018	VenuWorks, Inc.		1006.1 · Sterling Operating Account	
15220	07/01/2018		July 2018 Management fee	8124 · VenuWorks Management Fee	-9,135.92
15238-from 6/30/18	07/30/2018		F&B Commissions April, May, June 2018	3020 · Accrued Accounts Payable	-34,091.64
15237-from 6/30/18	07/30/2018		Advertising Commissions March, April, May 2018	3020 · Accrued Accounts Payable	-21,877.97
					-65,105.53
19936	08/02/2018	Weaver Exterminating Service, Inc.		1006.1 · Sterling Operating Account	
572583	07/23/2018		Extermination Services- TA July 2018	8094 · Outside Services	-249.78
572579	07/23/2018		Extermination Services- TC July 2018	8094 · Outside Services	-124.89
					-374.67
19937	08/03/2018	Berry, Timothy	Learn to skate coaching July 2018	1006.1 · Sterling Operating Account	
LTSJuly2018	07/31/2018		Learn to skate coaching July 2018	8065 · Contracted Labor	-70.00
					-70.00
19938	08/03/2018	Bond, Craig	Learn to skate coaching May 2018	1006.1 · Sterling Operating Account	
LTS-July2018	07/31/2018		Learn to skate coaching July 2018	8065 · Contracted Labor	-480.00
					-480.00
19939	08/03/2018	Bond, Jennifer		1006.1 · Sterling Operating Account	
LTSJuly2018	07/31/2018		Learn to skate coaching July 2018	8065 · Contracted Labor	-463.75
L TSA-July 2018	07/31/2018		Learn to skate administration July 2018	8065 · Contracted Labor	-1,000.00
					-1,463.75
19940	08/03/2018	Hunter D. Alden	Learn to skate coaching July 2018	1006.1 · Sterling Operating Account	
LTSJuly2018	07/31/2018		Learn to skate coaching July 2018	8065 · Contracted Labor	-360.00
					-360.00
19941	08/03/2018	Mantanona, Hanna	Learn to skate coaching July 2018	1006.1 · Sterling Operating Account	
LTSJuly 2018	07/30/2018		Learn to skate coaching July 2018	8065 · Contracted Labor	-150.00
					-150.00
19942	08/03/2018	Nathan Alden Jr.	Learn to skate coaching July 2018	1006.1 · Sterling Operating Account	
LTSJuly2018	07/31/2018		Learn to skate coaching July 2018	8065 · Contracted Labor	-840.00
					-840.00
19943	08/03/2018	Spectrum Business	Srv 7/26//18-8/25/18	1006.1 · Sterling Operating Account	
0883924072018	07/20/2018		Internet Srv 7/26//18-8/25/18	8034.3 · Internet	-1,714.98
			Phone Srv 7/26//18-8/25/18	8034.1 · Telephone	-885.21
					-2,600.19
19944	08/09/2018	Apollo Inc	PO2334 Motor,Blade,Parts	1006.1 · Sterling Operating Account	
PO2334	07/31/2018		PO2334 Motor,Blade,Parts	8026 · Capital Improvements	-6,926.64
					-6,926.64

**Toyota Center and Toyota Arena
Operations Claims Roster
August 2018**

Num	Date	Name	Memo	Account	Paid Amount
19945	08/09/2018	Athletica Sport Systems		1006.1 · Sterling Operating Account	
408868	07/25/2018		PO2382 Glass Support-invoice 408868	8026 · Capital Improvements	-2,194.82
408869-PO2382	07/27/2018		PO2382 Ice Dam Kick Invoice 408869	8026 · Capital Improvements	-333.72
					<u>-2,528.54</u>
19946	08/09/2018	Brashear Electric, Inc.		1006.1 · Sterling Operating Account	
31141	08/03/2018		Stage Power for Peter Frampton-invoice date 4-11-18	5073 · Reimbursed Outside Services	-673.32
30834	08/08/2018		Invoice-30834 from 5/30/18-Compressor Fuse/Electrician	8098 · Supplies & Equipment	-103.17
					<u>-776.49</u>
19947	08/09/2018	Canon Financial Services, Inc.	730707	1006.1 · Sterling Operating Account	
4026668590	08/01/2018		Copier Maintenance SHIPIM3511/BH1HB	8007 · Printing & Copiers	-27.98
					<u>-27.98</u>
19948	08/09/2018	CI/Shred Columbia Industries	0935	1006.1 · Sterling Operating Account	
0069189	07/31/2018		Shred Service August 2018	8094 · Outside Services	-128.63
					<u>-128.63</u>
19949	08/09/2018	Cimco Refrigeration Ltd.	PO2401-Compressor Oil	1006.1 · Sterling Operating Account	
90629468	07/26/2018		PO2401-Compressor Oil	8042 · Repairs & Maintenance-Equipment	-1,860.00
					<u>-1,860.00</u>
19950	08/09/2018	Dept of L & I - Boiler	Invoice 297644 from 5/8/2018-Boiler Permit	1006.1 · Sterling Operating Account	
297644	08/08/2018		Invoice 297644 from 5/8/2018-Boiler Permit	8012 · Licenses & Permits	-426.80
					<u>-426.80</u>
19951	08/09/2018	Joyce Julius & Associates, Inc.	Social Media Analysis from 7/1/17- 6/30/18	1006.1 · Sterling Operating Account	
039078	07/31/2018		Social Media Analysis from 7/1/17- 6/30/18	8103 · Advertising & Marketing	-1,500.00
					<u>-1,500.00</u>
19952	08/09/2018	Kim Clark	FoodReim-Pizza for crew	1006.1 · Sterling Operating Account	
FoodReim	07/26/2018		FoodReim-Pizza for crew	8056 · Travel-Meals	-48.92
					<u>-48.92</u>
19953	08/09/2018	Lowe's Commercial Services		1006.1 · Sterling Operating Account	
PO2439	08/08/2018		PO2439 Plants, Planters	8098 · Supplies & Equipment	-148.42
16146.1	08/09/2018		PO2441 Paint Roller Supplies	8098 · Supplies & Equipment	-20.57
					<u>-168.99</u>
19954	08/09/2018	Pringles Power Vac	Annual Hood Cleaning July 2018	1006.1 · Sterling Operating Account	
369282	07/25/2018		Annual Hood Cleaning July 2018	8041 · Repairs & Maintenance-Building	-1,140.30
					<u>-1,140.30</u>
19955	08/09/2018	Staples/Corp Express, Inc.		1006.1 · Sterling Operating Account	
3385243025	07/29/2018		PO2412-Office Supplies	8005 · Office Supplies	-174.73
3385137331	07/29/2018		PO2412-Office Supplies	8005 · Office Supplies	-19.09
					<u>-193.82</u>
19956	08/09/2018	Tri-City Sign and Barricade	Invoice 12072 dated 6/19/18 Barricades for FGI	1006.1 · Sterling Operating Account	
12072	08/09/2018		Invoice 12072 dated 6/19/18 Barricades for FGI	5073 · Reimbursed Outside Services	-460.46
					<u>-460.46</u>

**Toyota Center and Toyota Arena
Operations Claims Roster
August 2018**

Num	Date	Name	Memo	Account	Paid Amount
19957	08/24/2018	Apollo Inc		1006.1 · Sterling Operating Account	
940011546	08/01/2018		Invoice from 12/1517-Emergency work for leak	8041 · Repairs & Maintenance-Building	-2,482.88
940011394	08/01/2018		Invoice from 11/30/2017 work done for leak	8041 · Repairs & Maintenance-Building	-350.16
940006917.1	08/01/2018		PO1752 parts of 113.11 paid, 556.95 for labor invoice from	8041 · Repairs & Maintenance-Building	-556.95
940016233	08/15/2018		PO2458 Pressure Relief Valve	8041 · Repairs & Maintenance-Building	-507.31
940016231	08/21/2018		PO2458 Relief Valve	8041 · Repairs & Maintenance-Building	-528.73
					<u>-4,426.03</u>
19958	08/24/2018	Becker Arena Products, Inc	PO2450 Marsh Flexible Pegs	1006.1 · Sterling Operating Account	
1014324	08/10/2018		PO2450 Marsh Flexible Pegs	8098 · Supplies & Equipment	-400.78
					<u>-400.78</u>
19959	08/24/2018	Cascade Natural Gas - COL	srv 7/11/18-8/10/18	1006.1 · Sterling Operating Account	
srv 7/11/18-8/10/18	08/14/2018		srv 7/11/18-8/10/18	8036.2 · Natural Gas	-244.99
					<u>-244.99</u>
19960	08/24/2018	Cascade Natural Gas - ICE	srv 7/11/18-8/13/18	1006.1 · Sterling Operating Account	
srv 7/11/18-8/13/18	08/14/2018		srv 7/11/18-8/13/18	8036.2 · Natural Gas	-287.94
					<u>-287.94</u>
19961	08/24/2018	Cash and Carry		1006.1 · Sterling Operating Account	
041384	08/06/2018		Food Order 8/6/2018	1400.1 · Inventory-Food	-60.87
039033	08/10/2018		Food Order 8/10/18	1400.1 · Inventory-Food	-58.48
					<u>-119.35</u>
19962	08/24/2018	Chemsearch	Contract water treatment program Aug 2018	1006.1 · Sterling Operating Account	
3225686	08/05/2018		Contract water treatment program Aug 2018	8094 · Outside Services	-3,402.41
					<u>-3,402.41</u>
19963	08/24/2018	Jet Ice	PO2375 Ice Paint Invoice date 7/26/18	1006.1 · Sterling Operating Account	
100123	08/21/2018		PO2375 Ice Paint Invoice date 7/26/18	8104 · Ice-Related	-2,370.75
					<u>-2,370.75</u>
19964	08/24/2018	Kids' Directory	1/2 page ad on contract	1006.1 · Sterling Operating Account	
5031	08/19/2018		1/2 page ad on contract	8077 · Advertising-Toyota Arena	-410.00
					<u>-410.00</u>
19965	08/24/2018	Lowe's Commercial Services		1006.1 · Sterling Operating Account	
PO2447	08/13/2018		Invoice 16734 PO2447-Paint Supplies	8098 · Supplies & Equipment	-256.17
16800	08/13/2018		Invoice 16800 PO2449-Power Steamer	8098 · Supplies & Equipment	-51.47
16388	08/13/2018		invoice 16388 PO2445-ladder	8098 · Supplies & Equipment	-53.72
09664	08/21/2018		PO 2410 general supplies invoice from 7/26/18	8098 · Supplies & Equipment	-320.79
					<u>-682.15</u>
19966	08/24/2018	Mid Columbia Hockey Officials Association	Adult hockey officials July 2018	1006.1 · Sterling Operating Account	
18-016	08/08/2018		Adult hockey officials July 2018	8094 · Outside Services	-2,430.00
					<u>-2,430.00</u>
19967	08/24/2018	Moon Security Services, Inc.		1006.1 · Sterling Operating Account	
940792	08/01/2018		Basic commercial monitoring - Ammonia TA 9/1/18-9/30/1	8039 · Security & Fire Alarm System	-36.00
939126	08/20/2018		Fire Monitoring Service 9/1/18-9/30/18	8039 · Security & Fire Alarm System	-41.00
					<u>-77.00</u>

**Toyota Center and Toyota Arena
Operations Claims Roster
August 2018**

Num	Date	Name	Memo	Account	Paid Amount
19968	08/24/2018	NAPA Auto Parts	6916	1006.1 · Sterling Operating Account	
992033	08/10/2018		PO2443 box of antifreeze	8041 · Repairs & Maintenance-Building	-84.64
					<u>-84.64</u>
19969	08/24/2018	See, Andy		1006.1 · Sterling Operating Account	
MileageReim-NoLi	08/04/2018		Mileage Reim NoLi Meeting	8052 · Travel-Mileage	-157.68
MileageReim	08/08/2018		MileageReim for Jay Owenhouse Meeting/Show	8052 · Travel-Mileage	-85.32
Mktng Conf.	08/13/2018		Venuworks Ticketing/Marketing Conference	8055 · Travel-Vehicle	-106.32
					<u>-349.32</u>
19970	08/24/2018	Sherwin-Williams	invoice 0067-3 from 6/4/2018 paint supplies	1006.1 · Sterling Operating Account	
0067-3	08/16/2018		invoice 0067-3 from 6/4/2018 paint supplies	8041 · Repairs & Maintenance-Building	-42.30
					<u>-42.30</u>
19971	08/24/2018	WCP Solutions		1006.1 · Sterling Operating Account	
10794795 PO2349	08/13/2018		Janitorial supplies PO#2349	8095 · Janitorial Supplies	-72.54
10794797 PO2448	08/13/2018		Janitorial supplies PO#2448	8095 · Janitorial Supplies	-73.20
10794796 PO2448	08/13/2018		Janitorial supplies PO#2448	8095 · Janitorial Supplies	-357.78
					<u>-503.52</u>
19972	08/24/2018	Weaver Exterminating Service, Inc.		1006.1 · Sterling Operating Account	
572928	08/01/2018		Extermination Services- August 2018	8094 · Outside Services	-124.89
572931	08/01/2018		Extermination Services- TA August 2018	8094 · Outside Services	-249.78
					<u>-374.67</u>
ONLINE	08/24/2018	Department of Revenue	Excise Tax Return July 2018	1006.1 · Sterling Operating Account	
		Department of Revenue	Sales Tax Payable July 2018	2201 · *Sales Tax Payable	-1,740.48
					<u>-1,740.48</u>
ONLINE	08/31/2018	Sterling Savings Change	Change Order for Vault 8/31/18	1006.1 · Sterling Operating Account	
			Change Order for Vault 8/31/18	1121 · Vault Cash-F&B	-11,000.00
					<u>-11,000.00</u>
AUTO	08/31/2018	American Payment Solutions	Credit card processing Aug 2018	1006.1 · Sterling Operating Account	
			Credit card processing Aug 2018	8109 · Credit Card Fees	-1,111.12
					<u>-1,111.12</u>
TRANSFER	08/31/2018	Three Rivers Convention Center1	Payroll transfer PPE 4/1/18 through 4/29/18	1006.1 · Sterling Operating Account	
			Payroll transfer PPE 4/1/18 through 4/29/18	2215 · Due To (From) Convention Center	-260,514.30
					<u>-260,514.30</u>
Total Paid				\$382,264.66	

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 19922-19972	\$ 107,898.76
Electronic transfers	274,365.90
Total	<u>\$ 382,264.66</u>

Exceptions:

Toyota Center and Toyota Arena
Box Office Claims Roster
August 2018

Num	Date	Name	Memo	Account	Paid Amount
AUTO	08/31/2018	American Express	AMEX fees	1006.3 · Sterling Box Office Account	
			Express Collection	8109 · Credit Card Fees	-7.95
			AMEX discount	8109 · Credit Card Fees	-44.14
			Ticket refunded - Culture Club	3601 · Unearned Revenue-Ticket Sales	-116.00
					-168.09
			Total Paid		\$168.09

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:

Electronic transfers	\$ 168.09
Total	<u>\$ 168.09</u>

Exceptions:

Council Agenda Coversheet



Agenda Item Number	3.c.	Council Date	11/06/2018
Agenda Item Type	General Business Item		
Subject	Payroll Roster (PPE 10/15/2018)		
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 \$2,489,383.73, for the period ended 10/15/2018, comprised of check numbers 72858 through 72878 and direct deposit numbers 163959 through 164417.

Summary

None.

Alternatives

None.

Fiscal Impact

Total \$2,489,383.73.

Through

Phil Bleazard
Oct 18, 10:19:29 GMT-0700 2018

Dept Head Approval

Dan Legard
Oct 18, 11:43:10 GMT-0700 2018

City Mgr Approval

Marie Mosley
Nov 01, 09:43:06 GMT-0700 2018

Attachments: Roster

☐ Recording
Required?

November 6, 2018

All Departments:

October 15, 2018

ADMINISTRATIVE TEAM	2,135.67
CITY COUNCIL	4,038.00
CITY MANAGER	11,893.07
COMMUNITY PLANNING & ECONOMIC DEVELOPMENT	41,846.43
EMPLOYEE & COMMUNITY RELATIONS	48,494.78
ENGINEERING	60,979.73
FACILITIES & GROUNDS	71,759.85
FINANCE	43,432.87
FIRE	248,045.74
LEGAL SERVICES	22,470.49
MANAGEMENT SERVICES	81,142.33
POLICE	459,863.85
Subtotal General Fund	1,096,102.81
STREETS	19,403.35
TRAFFIC	20,827.53
Subtotal Street Fund	40,230.88
BI-PIN	6,167.44
BUILDING SAFETY	37,950.06
COMMUNITY DEVELOPMENT	3,924.90
CRIMINAL JUSTICE	65,970.05
EQUIPMENT RENTAL	11,952.12
MEDICAL SERVICES	161,515.56
RISK MANAGEMENT	3,273.90
STORMWATER UTILITY	16,072.73
WATER & SEWER	128,873.92
Subtotal Other Funds	435,700.68
Total Salaries and Wages	1,572,034.37
<u>Benefits:</u>	
Dental Insurance	43,707.85
Industrial Insurance	26,609.45
Life Insurance	4,035.78
Long Term Disability Insurance	4,512.87
Medical Insurance	600,931.55
Medical Retirement Account	8,250.00
Retirement	134,477.88
Social Security (FICA)	87,202.28
Vision Insurance	7,621.70
Total Benefits	917,349.36
Grand Total	<u>\$2,489,383.73</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 \$2,489,383.73 comprised of check numbers 72858 through 72878 and direct deposit numbers 163959 through 164417.

Approved for payment:



Dan Legard, Finance Director

Council Agenda Coversheet 	Agenda Item Number	3.d.	Council Date	11/06/2018	Consent Agenda	☒
	Agenda Item Type	General Business Item			Ordinance/Reso	☐
	Subject	Police Radio Replacement			Public Mtg / Hrg	☐
	Ordinance/Reso #		Contract #		Other	☐
	Project #		Permit #		Quasi-Judicial	☐
	Department	Police Department				

Recommendation

Staff recommends Council approve the purchase of police radios.

Motion for Consideration

I move to approve the purchase of police radios from Motorola in the amount of \$419,408.54.

Summary

Motorola notified public safety organizations mid 2017/18 biennium their end of life service on all XTS/XTL model police radios will be in 2019. 90% of KPD's 200 radios are that model and will become unsupported in 2019. To maintain our current level of public safety service we need to begin replacing the radios over the next two or more biennium's.

Motorola is currently offering KPD a trade-in incentive to upgrade radios of up to \$300 per radio, if KPD is able to purchase radios before the end of the year we could save \$30,000.00 on the total purchase.

KPD submitted a new program request to begin replacement of the radios for 2019/20 biennium. Current KPD budget savings allow for this purchase using existing 2017/18 budget surplus. Therefore, the new program request was denied and this alternative is recommended.

Alternatives

All other alternatives will result in increased future costs and a potential risk to public safety.

Fiscal Impact

\$419,408.54

Through	Trevor White Oct 18, 09:58:40 GMT-0700 2018	Attachments: Police Radio Replacement
Dept Head Approval	Ken Hohenberg Oct 18, 13:15:30 GMT-0700 2018	
City Mgr Approval	Marie Mosley Nov 01, 09:45:10 GMT-0700 2018	
		☐ Recording Required?

Council Agenda Coversheet



Agenda Item Number	3.e.	Council Date	11/06/2018
Agenda Item Type	Resolution		
Subject	Workplace Wellness Program		
Ordinance/Reso #	18-22	Contract #	
Project #		Permit #	
Department	Employee & Community Relations		

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

Recommendation

That Council adopt Resolution No. 18-22, reaffirming the City of Kennewick's commitment to wellness in the workplace for all City employees.

Motion for Consideration

I move to adopt Resolution No. 18-22.

Summary

A resolution was adopted by Council in 2009, affirming the City of Kennewicks' commitment to workplace wellness for all employees. As part of our continued participation in the well city program, we have been asked to reaffirm council's commitment to establishing a culture of workplace wellness.

Alternatives

None recommended

Fiscal Impact

2% reduction in insurance premiums if the well city recognition is awarded to Kennewick.

Through

Terry Walsh
Oct 29, 14:41:52 GMT-0700 2018

Dept Head Approval

Terry Walsh
Oct 29, 14:43:39 GMT-0700 2018

City Mgr Approval

Marie Mosley
Nov 01, 09:52:15 GMT-0700 2018

Attachments: Resolution

☐ Recording
Required?

CITY OF KENNEWICK
RESOLUTION NO. 18-22

A RESOLUTION SUPPORTING THE CITY OF KENNEWICK'S WELLNESS
PROGRAM

WHEREAS, the Kennewick City Council has determined that it is an advantage to the City to have an employee wellness program; and

WHEREAS, the City's wellness program educates and reinforces employee health awareness and healthful lifestyle choices; and

WHEREAS, the fitness and good health of City employees ensures that our citizens receive the benefit of more productive employees with fewer illnesses in the workplace;
NOW, THEREFORE,

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF KENNEWICK, WASHINGTON that the City Council hereby expresses their support of Kennewick's wellness program and formally reaffirms the existing wellness program.

PASSED BY THE CITY COUNCIL OF THE CITY OF KENNEWICK, WASHINGTON, this 6th day of November, 2018, and signed in authentication of its passage this 6th day of November 2018.

Attest:

DON BRITAIN, Mayor

TERRI L. WRIGHT, City Clerk

RESOLUTION NO. 18-22 filed and recorded in the office of the City Clerk of the City of Kennewick, Washington, this 7th day of November, 2018.

Approved as to Form:

LISA BEATON, City Attorney

TERRI L. WRIGHT, City Clerk

Council Agenda Coversheet 	Agenda Item Number	3.f.	Council Date	11/06/2018	Consent Agenda	☒	
	Agenda Item Type	Contract/Agreement/Lease				Ordinance/Reso	☐
	Subject	US 395/Ridgeline Drive Interchange Project				Public Mtg / Hrg	☐
	Ordinance/Reso #		Contract #		Other	☐	
	Project #	P1402	Permit #		Quasi-Judicial	☐	
	Department	Public Works					

Recommendation

Staff recommends that Council authorize the Mayor to sign an agreement for professional engineering services with David Evans & Associates for the final design and right-of-way acquisition for the US395/Ridgeline Drive Interchange project.

Motion for Consideration

I move to authorize the Mayor to sign an agreement for professional engineering services with David Evans & Associates for the final design and right-of-way acquisition for the US395/Ridgeline Drive Interchange project.

Summary

On July 13, 2016 David Evans & Associates (DEA) was hired to perform conceptual design services for the US395/Ridgeline Interchange project. This included vetting several alternates for a separated interchange crossing through extensive traffic and engineering analysis with public and stakeholder involvement, and then completing the 30% design of the selected alternative, which is in the final stages of completion and WSDOT approval.

Following requests for proposals, staff has now completed negotiations with DEA to perform the final design of the project, including all necessary right-of-way acquisition services. The amount to complete these services is \$1,290,697, plus a \$90,000 management reserve fund for contingencies.

This amount, when combined with the \$877,130 spent for the 30% design effort, represents 16.5% of the estimated \$13,720,000 construction cost for the interchange project. This is consistent with similar interchange projects requiring full consulting services (survey, design, permitting, right-of-way acquisition).

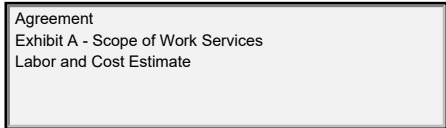
The schedule includes finishing design and right-of-way acquisition and having the project ready to bid by November 30, 2019, and providing assistance through the bidding and award process up to March 31, 2020.

Alternatives

None recommended.

Fiscal Impact

This work will be paid for by a previously approved and executed Public Works Trust Fund loan, and right-of-way acquisition costs may be paid with Connecting Washington funds, if approved by the State Legislature in 2019.

Through	Bruce Mills Oct 30, 11:45:20 GMT-0700 2018	Attachments: 
Dept Head Approval	Cary Roe Oct 30, 14:38:03 GMT-0700 2018	
City Mgr Approval	Marie Mosley Nov 01, 09:55:15 GMT-0700 2018	

☐ Recording Required?

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

Agreement Number:

Firm/Organization Legal Name (do not use dba's):		
Address	Federal Aid Number	
UBI Number	Federal TIN or SSN Number	
Execution Date	Completion Date	
1099 Form Required ☐ Yes ☐ No	Federal Participation ☐ Yes ☐ No	
Project Title		
Description of Work		
☐ Yes ☐ Yes ☐ Yes ☐ Yes	☐ No DBE Participation ☐ No MBE Participation ☐ No WBE Participation ☐ No SBE Participation	Total Amount Authorized: Management Reserve Fund: Maximum Amount Payable:

Index of Exhibits

Exhibit A	Scope of Work
Exhibit B	DBE Participation/SBE Plan
Exhibit C	Preparation and Delivery of Electronic Engineering and Other Data
Exhibit D	Prime Consultant Cost Computations
Exhibit E	Sub-consultant Cost Computations
Exhibit F	Title VI Assurances
Exhibit G	Certification Documents
Exhibit H	Liability Insurance Increase Not Applicable
Exhibit I	Alleged Consultant Design Error Procedures
Exhibit J	Consultant Claim Procedures

Agreement Number:

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

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

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

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

I. General Description of Work

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

II. General Scope of Work

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

III. General Requirements

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

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

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

Agreement Number:

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

In the absents of a mandatory UDBE, a voluntary SBE goal amount of ten percent of the Consultant Agreement is established. The Consultant shall submit a SBE Participation Plan prior to commencing work. Although the goal is voluntary, the outreach efforts to provide SBE maximum practicable opportunities are not.

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

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

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

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

If to AGENCY:			If to CONSULTANT:		
Name:			Name:		
Agency:			Agency:		
Address:			Address:		
City:	State:	Zip:	City:	State:	Zip:
Email:			Email:		
Phone:			Phone:		
Facsimile:			Facsimile:		

IV. Time for Beginning and Completion

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

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

Agreement Number:

V. Payment Provisions

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

A. Actual Costs: Payment for all consulting services for this PROJECT shall be on the basis of the CONSULTANT'S actual cost plus a fixed fee. The actual cost shall include direct salary cost, indirect cost rate, and direct non-salary costs.

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

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

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

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

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

Agreement Number:

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

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

Agreement Number:

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

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

VI. Sub-Contracting

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

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

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

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

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

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

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

VII. Employment and Organizational Conflict of Interest

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

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

Agreement Number:

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

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

VIII. Nondiscrimination

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

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

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

IX. Termination of Agreement

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

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

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

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

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

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

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

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

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

X. Changes of Work

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

XI. Disputes

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

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XII. Legal Relations

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

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

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

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

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

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

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

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

Insurance Coverage

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

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

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

Name:

Agency:

Address:

City:

Email:

Phone:

Facsimile:

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

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

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

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

XIII. Extra Work

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

XIV. Endorsement of Plans

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

XV. Federal Review

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

XVI. Certification of the Consultant and the Agency

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

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XVII. Complete Agreement

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

XVIII. Execution and Acceptance

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

XIX. Protection of Confidential Information

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

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

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

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

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

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

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

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

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

XX. Records Maintenance

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

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

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

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

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

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

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

Signature

Date

Signature

Date

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

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Exhibit A Scope of Work

Project No.

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Exhibit B
DBE Participation

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

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

I. Surveying, Roadway Design & Plans Preparation Section

A. Survey Data

B. Roadway Design Files

C. Computer Aided Drafting Files

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

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

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

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II. Any Other Electronic Files to Be Provided

III. Methods to Electronically Exchange Data

A. Agency Software Suite

B. Electronic Messaging System

C. File Transfers Format

Exhibit D
Prime Consultant Cost Computations

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Exhibit E

Sub-consultant Cost Computations

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

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Exhibit F

Title VI Assurances

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

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

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

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Exhibit G

Certification Documents

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

Exhibit G-1(a) Certification of Consultant

I hereby certify that I am the and duly authorized representative of the firm of
whose address is

and that neither the above firm nor I have:

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

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

Consultant (Firm Name)

Signature (Authorized Official of Consultant)

Date

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Exhibit G-1(b) Certification of

I hereby certify that I am the:

☐

☐ Other

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

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

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

Signature

Date

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

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

Consultant (Firm Name)

Signature (Authorized Official of Consultant)

Date

Agreement Number:

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

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

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

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

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

Consultant (Firm Name)

Signature (Authorized Official of Consultant)

Date

Agreement Number:

Exhibit G-4 Certificate of Current Cost or Pricing Data

This is to certify that, to the best of my knowledge and belief, the cost or pricing data (as defined in section 2.101 of the Federal Acquisition Regulation (FAR) and required under FAR subsection 15.403-4) submitted, either actually or by specific identification in writing, to the Contracting Officer or to the Contracting Officer’s representative in support of _____* are accurate, complete, and current as of _____**.

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

Firm:

Signature

Title

Date of Execution***:

*Identify the proposal, quotation, request for pricing adjustment, or other submission involved, giving the appropriate identifying number (e.g. project title.)
**Insert the day, month, and year, when price negotiations were concluded and price AGREEMENT was reached.
***Insert the day, month, and year, of signing, which should be as close as practicable to the date when the price negotiations were concluded and the contract price was agreed to.

Agreement Number:

Exhibit I

Alleged Consultant Design Error Procedures

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

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

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

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

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

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

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

Step 4 Attempt to Resolve Alleged Design Error with Consultant

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

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

Agreement Number:

Step 5 Forward Documents to Local Programs

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

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

Agreement Number:

Exhibit J

Consultant Claim Procedures

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

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

Step 1 Consultant Files a Claim with the Agency Project Manager

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

The consultant's claim must outline the following:

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

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

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

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

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

Agreement Number:

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

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

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

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

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

Step 5 Informing Consultant of Decision Regarding the Claim

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

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

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

Agreement Number:

Exhibit A



City of Kennewick, WA

US 395/Ridgeline Drive Grade Separation

Project No. 1402/STPUL-3457 (0002)

**Phase II – Design, Right-of-Way Acquisition, and
PS&E**

Scope of Services

Prepared by:

David Evans and Associates, Inc.

908 North Howard Street, Suite 300

Spokane, WA 99201



October 25, 2018

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I. INTRODUCTION

David Evans and Associates, Inc. (DEA) and associated subconsultants will provide surveying, right of way acquisition, and Final Plans, Specifications and Estimate (PS&E), for the US 395/Ridgeline Drive Grade Separation improvements (PROJECT) under the direction of the City of Kennewick (CITY).

The primary project objective is to develop a grade-separated facility at the existing intersection providing safe access to and connectivity across US 395 at Ridgeline Drive. Additional objectives include adding an auxiliary lane north of Hildebrand and improvement of the US 395/Hildebrand intersection for improved corridor operations through the design year.

The CITY has selected the Gold Alternative from the Phase 1 alternatives design analysis and Preliminary Plans for this alternative are currently being developed. The scope of services under this agreement will develop the Preliminary Plans ultimately into a PS&E Package ready for bid advertisement.

The project **goals** include:

- Grade separate the US 395/Ridgeline Drive intersection and provide safe multi-modal access to and across US 395 on Ridgeline Drive;
- Provide improved operations at the US 395/Hildebrand Blvd intersection through the design year;
- Provide improved operations in the US 395 corridor through the design year;
- Improve safety and intersection level of service (LOS);
- Minimize right-of-way impacts;
- Identify and implement strategies that conform to WSDOT Practical Design Solutions, achieving economical and cost effective solutions;
- Obtain City Council and public support;

This scope of services uses the following references for project team members:

- **CITY** = City of Kennewick - Project Sponsor and owner of facilities within the City of Kennewick rights-of-way.
- **WSDOT** = Washington State Department of Transportation - Project coordination with review authority, and owner of facilities within State rights-of-way (Major Project Stakeholder).
- **CONSULTANT** or **DEA** = David Evans and Associates, Inc. (Prime Consultant on the project)
- **MS** = McKay Sposito (subconsultant to DEA providing landscape architecture design and public involvement services)
- **S&W** = Shannon and Wilson (Geotechnical Engineering subconsultant to DEA)
- **EPIC** = Epic Land Solutions (Right-of-Way Acquisition subconsultant to DEA)

II. DESIGN CRITERIA

As part of the design effort on this project, design criteria will be developed and approved by the CITY and WSDOT. When developing design criteria, the CITY's standards will govern within CITY's rights-of-way and WSDOT standards will govern within State rights-of-way.

The CITY will designate the basic premises and criteria for the design. Reports and plans will be developed in accordance with the latest edition and amendments (as of the date of signing of this Agreement) of the following documents. Changes in any design standards or requirements after work has begun may result in Extra Work.

WSDOT PUBLICATIONS:

- Standard Specifications for Road, Bridge, and Municipal Construction
- Standard Plans for Road, Bridge, and Municipal Construction
- Local Agency Guidelines (LAG) Manual
- Design Manual
- Right of Way Manual
- Traffic Manual
- Highway Runoff Manual
- Hydraulic Manual
- Bridge Design Manual LRFD
- Geotechnical Design Manual
- Temporary Erosion and Sediment Control Manual
- Sign Fabrication Manual

AMERICAN ASSOCIATION OF STATE AND HIGHWAY TRANSPORTATION OFFICIALS (AASHTO) PUBLICATIONS:

- AASHTO's "A Policy on Geometric Design of Highways and Streets" 2011
- AASHTO Roadside Design Guide 2011
- AASHTO Load Resistance Factor Design (LRFD) Bridge Design Specifications, 7th Edition 2014 with current Interims
- AASHTO Guide Specifications for LRFD Seismic Bridge Design, 2nd Edition, 2011

U.S. DEPARTMENT OF TRANSPORTATION PUBLICATIONS:

- Manual on Uniform Traffic Control Devices for Streets and Highways (MUTCD)

OTHER:

- Washington State Regulations, Accessibility Design for All (ADA)
- Standard drawings prepared by the CITY and furnished to the CONSULTANT will be used as a guide in all cases where they fit design conditions.
- APWA General Special Provisions
- Hydraulic Engineering Circular No. 22

III. DESIGN SOFTWARE

Project deliverables will be developed utilizing the following software packages and associated versions:

- WSDOT workspace will be utilized but plan sheets will bear the CITY's Title Block.
- InRoads© Version 8i, SELECTSeries 2 will be utilized as the project's design platform.
- Engenious Systems, Inc. Stormshed 3G hydraulic modeling software will be utilized for drainage design.
- AGI32 software will be used for illumination design.
- MS Excel will be utilized for spreadsheets.
- MS Word will be utilized for word processing.
- MS Project will be utilized for scheduling.
- MS Power Point will be utilized for presentations.
- Plan sets, specifications, estimates, memorandums and other documents will be submitted in an electronic file format (PDF, typically).
- AutoTurn for MicroStation© Version 10 will be utilized to evaluate vehicle turning movements.
- ESRI ArcGIS products will be used for the processing and presentation of geospatial information.

IV. DETAILED TASK DESCRIPTION

TASK 1 PROJECT ADMINISTRATION

1.1 Project Management

Project management will be on-going during the course of the project. The project manager will maintain communication with the CITY and WSDOT as well as with the Design Team. The project manager will monitor the project's scope, schedule, and budget, will coordinate and communicate with the project's subconsultants, and other similar project management tasks.

Assumptions

1. The tasks in this section assume that the project will be active from November 2018 through November 2019, or a total of 13 months.
2. For purposes of this scope it is assumed that project management will require 8 hours per month during this Final Design and PS&E stage of the project.

1.2 Project Setup

DEA will set up project files including internal budget tracking spreadsheets, preparing the project's financial files, and the project's electronic and hard copy technical filing system for the Phase 2 Design Agreement.

1.3 Subconsultant Coordination

DEA will prepare subconsultant agreements for MS, S&W, and EPIC. This will include developing the draft of the subconsultant agreement, having management from each firm review the agreement, then issuing and executing the final agreements.

1.4 Quality Management Plan

DEA will develop a project specific Quality Management (QM) Plan to identify quality assurance process for all project deliverables. The QM Plan will identify the Quality Management Team, procedures that will be used for quality assurance and quality control, the schedule of quality management tasks, and quality control protocol that will be followed. The QM Plan will be submitted to the CITY and WSDOT for review and comment.

Deliverables

1. Quality Management Plan

1.5 Project Schedule

DEA will prepare a schedule in Microsoft Project for the project through PS&E delivery. The project team will use the schedule, which will be updated monthly with actual milestone achievements, to check the budget, staffing levels, and where the deliverable schedule might be affected. These tools will be used to adjust staff assignments so that the schedule and fee commitments are met. Project team meetings will enforce the schedule and hold team members accountable for progress on their components of the project. Schedule updates will be submitted monthly to the CITY as part of the invoice package.

Deliverables

1. Project Schedule through PS&E
2. Monthly Project Schedule updates (13 months)

1.6 Monthly Progress Reports and Invoices

The CONSULTANT Team will provide monthly progress reports and invoices in accordance with the CITY's standard procedures. Each progress report and invoice package will include the CONSULTANT Team's invoice showing all labor and direct expenses included for the period, the monthly progress report, and full documentation of labor hours and direct expenses charged for the period for DEA and each subconsultant. A total of 13 progress report and invoice packages (November 2018 to December 2019) will be submitted as part of this contract.

Assumptions

1. The invoice format that has been used for the Phase 1 contract will continue to be used for the Phase 2 contract.
2. Progress Report and Invoice packages will be prepared monthly for 13 months.

Deliverables

1. Monthly Progress Report and Invoice Packages
2. Monthly Project Schedule update

TASK 2 COORDINATION AND MEETINGS

The CONSULTANT will provide frequent communication throughout the project to facilitate project decisions supported by the CITY. Regular meetings will be scheduled to monitor the progress of the project, to coordinate with team members, and to maintain accountability between all members of the team including the CONSULTANT, subconsultants, the CITY, and WSDOT.

2.1 Kickoff Meeting – DEA

DEA staff will attend one (1) kickoff meeting as scheduled by the CITY, to be held at the CITY's office. The objectives of the meeting are to provide the CONSULTANT team with a clear understanding of project goals and objectives, project schedule, work products, and roles for project participants. The CONSULTANT will prepare a meeting record and distribute to attendees within one week of the meeting. For estimating purposes, meeting attendees will include task leaders and subconsultant leads.

2.2 CITY Coordination - DEA

Coordinate with CITY staff for project data, design issues, and project updates. DEA project manager will provide bi-weekly (every other week) check-in phone and/or video conferences with CITY.

2.3 Consultant Team Coordination and Meetings

Following the CITY bi-weekly coordination meetings, DEA will hold internal CONSULTANT Team coordination meetings/phone conferences to plan the work, relay information gathered during the CITY meetings, and discuss project issues that need to be passed along to the CITY for resolution.

2.4 City Council Meetings

DEA will prepare graphics to be used by CITY staff to develop Power Point presentations for the City Council. DEA will not need to attend the meetings.

Assumptions

1. DEA will not attend any council meetings.

Deliverables

1. Graphics

2.5 Project Design Team Meetings

The Project Design Team is made up of representatives from the CITY, WSDOT, and the CONSULTANT Team. Project Design Team meetings will be held to effectively communicate the project needs between each of the critical project stakeholders. Items covered at the meetings will include:

- Survey, Utilities, Drainage, Roadway, Bridge, etc. development and review
- City and WSDOT review and approval progress

- Practical Design opportunities and discussion
- Quality Control/Quality Assurance Review
- Change Management

Assumptions

1. Face to face meetings will occur quarterly (four (4) total for the project) two at the CITY and two at WSDOT's South Central Regional office; key team members that need to participate but that cannot travel to the meetings will be included by conference call.
2. For budgeting purposes, it is anticipated that there will be 13 meetings lasting about one (1) hour each excluding travel (four (4) in person meetings (2 hours each plus travel) and 9 by screen sharing teleconference (1 hour each). DEA's project manager will attend each meeting (in person or by phone). Various DEA staff will attend meetings as appropriate based on discussion items.

Deliverables

1. Meeting Agenda and Meeting Minutes

TASK 3 QUALITY CONTROL/QUALITY ASSURANCE REVIEW DEA

Quality Control reviews will be conducted by the Quality Control Team prior to submittal of major deliverables.

DEA will perform Quality Control Reviews on the following reports under this Task:

- Draft and Final Technical Reports
- Draft and Final survey mapping products
- Draft and Final Geotechnical Reports
- Draft and Final Public Meeting Materials
- Final Drainage Design Report

Assumptions

1. Quality Control of the 60% Design, the 100% Design, and the Ad-Ready PS&E Package are included in those tasks below.

TASK 4 UTILITIES COORDINATION

An underground utility locate was performed at the beginning of Phase I services. DEA field-tied above-ground utilities and utilities that were marked in the field during the locate service. A utility plan set was prepared as part of Phase I depicting existing utilities within the project area.

Phase II services are detailed below.

4.1 Utility Notification

DEA will develop a list of utility companies that serve the project area. This list will include dry utilities (telephone, power, fiber, cable TV, etc.); municipal utilities (water, sewer, storm drain); and the Kennewick Irrigation District. A letter will be prepared notifying each utility of the proposed improvements. This letter will be accompanied by a preliminary set of existing utility plans and they will be requested to mark up the plans confirming the location of their existing utilities and providing alignment/facilities for any proposed relocations and or new infrastructure.

Deliverables

1. Utility distribution list
2. Copy of utility notification letter

4.2 On-Site Utility Meeting

DEA will conduct one on-site meeting with area utility companies. The purpose of the meeting will be to provide a project overview, discuss the construction schedule, and answer utility representative questions.

Assumptions

1. All utilities will be available to participate at the same time
2. One meeting will be held on site. The meeting will last up to two hours

Deliverables

1. Meeting minutes

4.3 Utility Coordination

Utility companies will be asked to lay out their existing and proposed infrastructure on the preliminary utility plans provided by DEA. DEA will reach out to each utility company via telephone and/or email to answer additional utility company questions and to coordinate the return of marked up utility plans from each.

Assumptions

1. Utility companies will provide existing and proposed utility locations on plans provided by DEA or on electronic files provided by DEA

Deliverables

1. Utility contact log
2. Copies of returned utility markups

4.4 Utility Agreements

Coordination of utility agreements is excluded from this Scope of Work. If a utility company(ies) demonstrates their compensable real property interest in accordance with the WSDOT Utility Manual Section 200.02, DEA will present this request to the CITY/WSDOT and a supplemental agreement will be negotiated for additional services.

Assumptions

1. No utility agreements will be required

TASK 5 GEOTECHNICAL ENGINEERING – S&W

Shannon and Wilson (S&W) is DEA's Geotechnical Subconsultant for this project. They will explore the subsurface conditions at the bridge abutments and along walls using drilled borings and test pit excavations. Based on the subsurface conditions encountered, S&W will provide geotechnical engineering recommendations for the project. This will include geotechnical design recommendations for the design and construction of the US 395 overcrossing bridge and associated retaining walls (US 395 crossing over Ridgeline Drive), sign bridge foundations, pavement design (for US 395 and interchange ramps, Ridgeline Drive, Bofer Canyon Road, Hildebrand Blvd, Christensen Road, Zintel Way, and driveway approaches) and stormwater management facilities. Pavement design effort for local roads will be minimal and where appropriate City Road Standards will be used.

5.1 Field Work

Previous explorations, including borings, test pits, and subcontracted geophysical testing were completed by S&W in 2016 and 2018 for preliminary feasibility and conceptual design purposes. In order to meet WSDOT guidelines for subsurface exploration programs for projects of this scope, S&W proposes to supplement the existing subsurface data with additional explorations. S&W will support DEA in obtaining street obstruction permits for explorations within public rights-of-way. Field work will consist of the following:

5.1.1. Utility Locate

S&W will contact and inform the Utilities Notification Center/Digsafe prior to the explorations. Utilities on site that will not be located via the request to the Utilities Notification Center/Digsafe is the responsibility of the property owner or others to locate and clearly mark prior to the explorations. S&W cannot be responsible for utilities not clearly identified.

5.1.2. Explorations

S&W will complete drilled borings and test pit excavations as provided in Table 1 and shown in the enclosed Proposed Exploration Plan. We describe the proposed explorations below.

TABLE 1 – EXPLORATION LOCATIONS AND DEPTHS

Exploration ID	Proposed Cut/Fill (ft)	Proposed Depth (ft)	Notes
<i>B-1</i>	<i>NA</i>	<i>71.4</i>	<i>Existing boring near structure(s) SW corner</i>
<i>B-2</i>	<i>NA</i>	<i>71.5</i>	<i>Existing boring near structure(s) NE corner</i>
B-3	~19C	100	near bridge structure(s) SE corner
B-4	~20C	100	near bridge structure(s) NW corner
B-5	~5C	30	along north wall, near SB exit at Ridgeline
B-6	~14C	30	along south wall near intersection with Christensen Road (est. end of prop. ret. wall?)

Exploration ID	Proposed Cut/Fill (ft)	Proposed Depth (ft)	Notes
B-7	~13C	20	NB on circle on ramp near WSDOT ROW line,
B-8	~13 – 35C	40	near beginning of South Bofer Canyon Road deviation from existing
B-9	~27C	35	along South Bofer Canyon Road new alignment near Ridgeline intersection
B-10	~30C	35	near the NB on ramp and off ramp adjoining area
B-11	~9C	15	along Ridgeline between round-about and South Bofer Canyon Road intersection
B-12	~9C	15	northeast side of round-about at the intersection of Ridgeline/NB off ramp
TP-1	~0C	12	near beginning of NB off ramp
TP-2	~0	12	NB on ramp adjacent to ex. US 395, about 400 feet north of Ridgeline
TP-3	~0	12	NB on ramp adjacent to ex. US 395, near north project limits
TP-4	~0	12	north end of SB off ramp adjacent to ex. US 395
TP-5	~4-13F	12	SB off ramp adjacent to ex. US 395, approaching Ridgeline
TP-6	~25F	12	SB on ramp south of Ridgeline
TP-7	~0	12	SB off ramp, appx. 550 feet south of Ridgeline, near toe of ex. embankment
TP-8	~0	12	SB on ramp, near south project limits, near toe of ex. embankment

Drilled Borings

S&W will use a truck-mounted drill rig with hollow-stem auger, mud-rotary, casing advancer, and/or rock coring methods, as appropriate. The planned boring depths at the bridges, walls, and other locations are provided in Table 1. S&W will obtain samples in conjunction with the Standard Penetration Test (SPT) at 2½-foot intervals.

S&W's drilling subcontractor will spread the drill cuttings at or near each boring site. At the CITY's request, the drilling subcontractor may collect drill cuttings into a 55-gallon drum to deliver and dump the cuttings at a CITY-designated site upon fieldwork completion.

At completion, S&W's subcontractor will backfill the borings according to Washington State Department of Ecology requirements. If we drill through the asphalt, we will cap the exploration with asphalt cold patch. S&W does not plan to restore the ground to pre-exploration conditions.

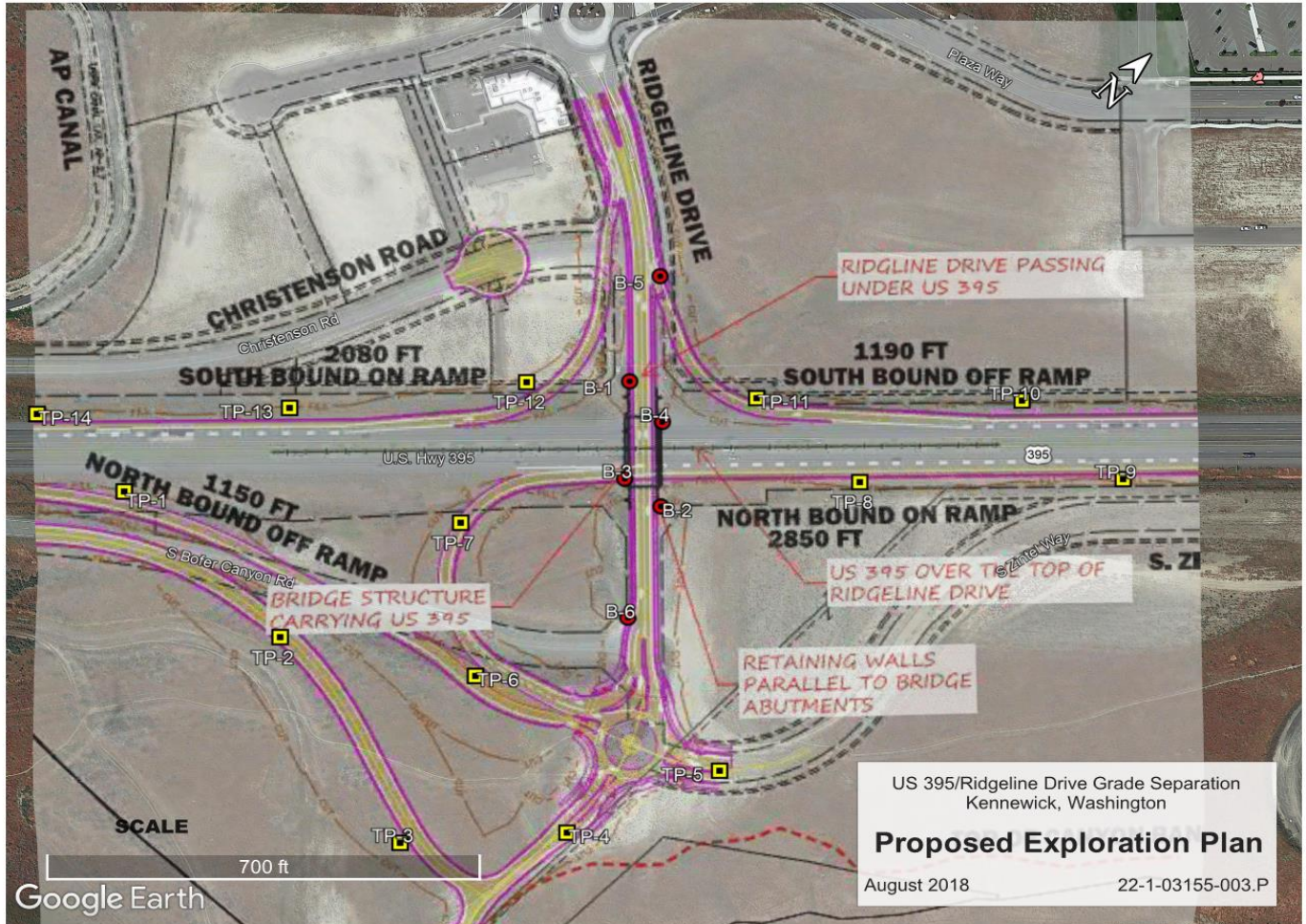
Test Pits

S&W will observe up to 14 test pit excavations along the proposed alignments at the approximate locations shown in the enclosed Proposed Exploration Plan (Figure 1). S&W's excavation subcontractor will use a track-mounted excavator to extend the test pit excavations approximately 12 feet below ground surface (bgs) or practical refusal if bedrock is encountered at shallower depths. S&W will use a mini-cone penetrometer at select locations above approximately 6 feet bgs to assess the soil density or consistency.

At completion, test pits will be loosely backfilled with the excavated materials. S&W does not plan to restore the ground to pre-exploration conditions. Test pits include the following:

- Provide potholing of existing utilities at locations selected by DEA, approximately as follows: two for waterlines. The anticipated depth is 5 feet for the water line.

FIGURE 1 – PROPOSED EXPLORATION PLAN



Observation

An S&W engineer or geologist will log each boring and test pit exploration and obtain disturbed samples as the work progresses. S&W will record the groundwater depth, if encountered. S&W will place recovered soil samples in labeled plastic bags or jars for transport and laboratory identification. S&W will place bulk samples into large plastic bags, or similar containers, for transport and testing in their laboratory.

S&W will log and photograph recovered rock cores for report inclusion and place samples in core boxes for transport and storage. Our representative will measure the rock recovery and determine the rock quality designation (RQD) for each core run. We will record the recovery and RQD on the boring logs.

Traffic Control

S&W anticipates traffic control services will be required at explorations within and near existing US 395 and Ridgeline Drive travel ways. S&W's traffic control subcontractor will provide a traffic control plan for DEA, the CITY, and WSDOT review and approval approximately two (2) weeks prior to fieldwork.

5.2 Laboratory Testing

S&W may perform the following laboratory tests on selected soil samples retrieved from the explorations.

- Moisture Content (ASTM D2216) for material characterization and soil index properties, (assume a maximum of 60 tests);
- Particle Distribution (ASTM D C136 and ASTM D7928) for material characterization and soil index properties (assume a maximum of 48 tests);
- Atterberg Limits (ASTM D4318) for material characterization and soil index properties (assume a maximum of 8 tests).
- Unconfined Compressive Strength of Rock (ASTM D2938) for strength properties (assume a maximum of 8 tests)
- Modified Proctor (ASTM D1557) for pavement subgrade material testing input parameters (assume a maximum of 3 tests), and
- California Bearing Ratio (ASTM D1883) for pavement design subgrade input (assume a maximum of 3 tests).

5.3 Engineering Analysis and Report

S&W will perform geotechnical engineering analyses and prepare a geotechnical engineering report that summarizes our observations, explorations, laboratory testing, and engineering analyses. In our report, we will provide the following summaries and/or recommendations:

- A summary of the scope of work
- Project and site description
- A site exploration plan;
- Geologic and seismic setting, regional and site geology, and hazards;
- Exploration logs, including groundwater depth, if encountered
- Subsurface conditions, groundwater depths
- Laboratory test results
- Foundation recommendations and geotechnical resistances for Load and Resistance Factor Design (LRFD) for shallow footings and/or deep foundations, as needed, according to AASHTO and WSDOT design requirements:

- Shallow foundation recommendations – nominal soil bearing resistance, estimated settlements, embedment depth, and lateral earth pressures; and
 - Current AASHTO seismic design parameters;
 - Lateral earth pressures for retaining wall design;
 - Traffic signal pole and sign bridge foundations recommendations;
 - Grading recommendations, including compaction requirements, shrinkage and swell, and borrow or fill specifications;
 - Buried utilities installation recommendations;
 - Temporary and permanent slope inclinations;
 - Construction considerations; and
 - Conduct pavement layer thickness design based on vehicle type and traffic volumes provided by DEA, and recommendations for hot mix asphalt (HMA) pavement construction including: criteria for base course thickness, gradation and required degree of compaction; and thickness and compaction criteria for HMA surfacing. Pavement recommendations will be needed for US 395 and interchange ramps, Ridgeline Drive, Bofer Canyon Road, Hildebrand Blvd, Christensen Road, Zintel Way, and driveway approaches. Pavement design effort for local roads will be minimal and where appropriate City Road Standards will be used.

Assumptions

1. Fieldwork will be performed during normal daytime hours (Monday through Friday). Street obstruction permits for explorations in public streets and private land access agreements will allow for 8 am to 6 pm work.
2. Access permission will be obtained by DEA prior to accessing private property.
3. Private underground utilities located on private property will be located by the current property owner. If this is not possible or acceptable, a private utility locator may need to be subcontracted at additional cost.
4. Cultural resources and environmental permitting required for exploration work will be coordinated under other tasks.
5. It is assumed that contaminated soil will not be encountered during drilling of geotechnical borings or excavation of test pits. As such, S&W will not provide field screening, which is used to assess possible presence of volatile and semi-volatile compounds in soil. If obvious contaminated materials (based on coloration or odor) are encountered, drilling will be stopped, the drill crew will be put on stand-by and S&W will notify DEA.
6. Deep foundation recommendations will not be included in this scope of work. If they are required during the design phase of the project, they will be included in a supplemental agreement.
7. All drilling fieldwork will be completed in one drill mobilization.

8. Scope assumes a maximum of one (1) coordination meeting with DEA and/or the CLIENT (in Kennewick).
9. Scope assumes a maximum of one (1) design meeting with DEA and/or the CLIENT (in Kennewick).

Deliverables

1. S&W will provide an electronic copy (PDF) of a Draft Geotechnical Report for review
2. S&W will provide an electronic copy (PDF) of a Final Geotechnical Report after comment resolution

5.4 Geotechnical Coordination

DEA will provide coordination during the geotechnical effort as follows:

- Coordination with S&W in developing the work plan
- Coordination with S&W in finalizing the stormwater infiltration rates
- Coordinating environmental and cultural clearances to initiate the work
- Coordinating with WSDOT to obtain a General Permit to work within US 395 right-of-way
- Coordinating with the CITY to obtain street obstruction permits
- Notifying adjacent property owners of pending field work including geotechnical borings/excavations.
- Quality Control Review of both the Draft and Final Geotechnical Reports prior to submittal to the CITY.

Assumptions

1. DEA will review the Draft and Final Geotechnical Reports.

TASK 6 LANDSCAPE ARCHITECTURE CONCEPTING

6.1 Entry Monument Signage Coordination

MS will assist the City and design team in the impact evaluation of the new roadway on the existing gateway sign and salvage recommendations for the “horses” entry art feature. MS will research and prepare special provisions to direct removal and salvage of the entry art feature for storage and relocation by the City.

6.2 Conceptual Landscape Architecture for Stormwater Swales

Early in the design process MS will work with the design team in the evaluation of the stormwater swale and pond design to integrate these elements into the landscape. The intent is to provide an approach that meets ecology’s requirements, is self-sustaining, and provides an aesthetically pleasing appearance. The use of the swales and landforms, such as berms or earth sculpting, will be incorporated into the design.

Deliverables

- Conceptual grading and landscape treatments for 1 (one) sample stormwater swale will be developed at 1"=20'-0.
- This illustration board that will depict the proposed swale improvement and will be used at the public open house event.

6.3 Conceptual Landscape Architecture for Bridge Entry/Hardscape

For the Bridge Entry and Surface Treatment Conceptual Design, MS will develop 2-3 concepts for landscape treatments at key areas (bridge approaches and splitter islands). The concepts will avoid plantings and rather evaluate rock applications that minimize long-term maintenance while providing a high level of visual quality. MS will work with the design team in the evaluation of the design of concrete structures, stamped concrete in splitter islands and potentially other roundabout treatments, guardrails and retaining walls, and provide recommendations or suggestions addressing aesthetic quality and performance.

Deliverables

- 2-3 conceptual landscape designs for key areas that will be identified with the City as part of the early design discussions.
- Selected concepts will be used at the public open house event

6.4 Concepts for Landscape Restoration

The project will affect the native vegetation and will create exposed soils within the project area. As part of their services, MS will evaluate the impacts and provide written recommendations and exhibits depicting two (2) approaches to restoring the landscape. This will also include rough costs for each approach for the City to evaluate. As part of this approach, MS will also include suggestions for fire wise landscape design to reduce roadside flare-ups.

Deliverables

- Landscape narrative, cost estimate and (2) two exhibits showing the overall project impacts and restoration techniques.

TASK 7 PUBLIC INVOLVEMENT PROGRAM – MS AND DEA

The public involvement process will be performed as described below and will be reviewed by CITY and WSDOT representatives prior to implementation.

Public Involvement Assumptions

Most Public Involvement activities will be the responsibility of the City including but not limited to:

- Mail out any flyers/info to businesses, citizens and groups prior to the public meeting.
- Maintain the CITY's website with project updates. The CONSULTANT team will provide necessary information to the CITY and the CITY will maintain the website. The CITY will provide the CONSULTANT team with any feedback from stakeholders/community member use of the website.

- Schedule and attend stakeholder/business/public/media outreach/meetings without CONSULTANT assistance.
- Accompany the right-of-way subconsultant to property owner meetings as needed.
- The CITY will be responsible for any press releases that are issued related to the project.
- Gather input from various CITY departments/staff and provide to the CONSULTANT.

7.1 Public Open Houses

MS and DEA will prepare for and attend one (1) Public Open House meeting. The Public Open House Meeting will be held after 60% design plans are prepared.

Consultant Responsibilities and Deliverables

- Prepare a flyer/mailer announcing the public meeting – MS
- Provide project displays - up to seven (7) by DEA and three (3) by MS – Drafts created under other tasks
- Attend Public Open House – DEA and MS
- Provide a summary of the Public Open House for use in project documents submitted to WSDOT - MS

City Responsibilities

- Coordinate logistics for the meetings
- Prepare, print, and mail flyer/mailer to the public and identified stakeholders. DEA will provide the mailing list developed as part of the Notification of Field Activities.
- Provide facility for Public Open House
- Provide sign in sheet
- Advertise the Public Open House in the newspaper
- Send open house notifications to local civic organizations
- Attend Public Open House
- Include Public Open House dates in City newsletter and on City website (if one is developed for the project)

Assumptions

1. Public Open Houses will last for six (6) hours including set up and take down and travel time.
2. Three (3) staff members from DEA and one (1) staff member from MS will attend the open house.
3. Stakeholder, property owner, developer, public, media and other interactions with the public will be conducted by the CITY without assistance from the CONSULTANT.

7.2 Design Visualization

DEA will conduct the following services as part of this task:

- A site visit will be performed to collect high resolution photographs.
- Prepare one (1) photo visualization showing an element of the project from a key vantage point. Anticipated design visualization includes:
 - o Ridgeline Drive as a WB vehicle exits the roundabout and as it enters the US 395 overcrossing over Ridgeline Drive. Anticipated aesthetic features will be depicted.

Assumptions

- Visualizations will be generated using MicroStation CAD designs (sections, plan, profile, and/or proposed and existing DTMs).
- High resolution Photographs (10 megapixels or greater) will be taken by the Consultant and will be used as backgrounds for the design visualizations.
- The Consultant will address two (2) rounds of combined review comments on the visualization.
- Revision to the proposed visualization locations will be considered additional work.
- Major redesign of the proposed improvements, after the visualization has been generated will be considered additional work.
- Creating animations or 'fly-throughs' are not included in this SOW.
- The visualization will be prepared and taken to the public meeting for additional project clarity.

Deliverable

- Image files of selected view, both "Existing" and "Proposed" in high resolution .tif or .jpg format, or .pdf format, as requested by the CITY.
- Unmounted paper copies of each design visualization.

TASK 8 SURVEYING

Project surveying (control network) will be performed once the Notice to Proceed is issued. Supplemental topographical mapping will be collected and establishment of the existing rights-of-way will occur now that a preferred alternative is selected and the limits of the project have been established. The effort under this contract includes the following:

8.1 Develop Control Network

8.1.1. Update Control Network Planning, Research, and Office Preparation

DEA will update a control network plan before performing any field.. Meetings will be held with the project manager and project engineer. Following these meetings a control plan will be developed. Updates will be made to the Development of the GPS Control Network. This will include setting two (2) additional control points at each end of the project limits to extend the control limits four (4) total. No differential leveling will be used while establishing these points.

8.1.2. Update Control Diagram

DEA will update the previously developed control diagram with this new control and re-submit.

Assumptions

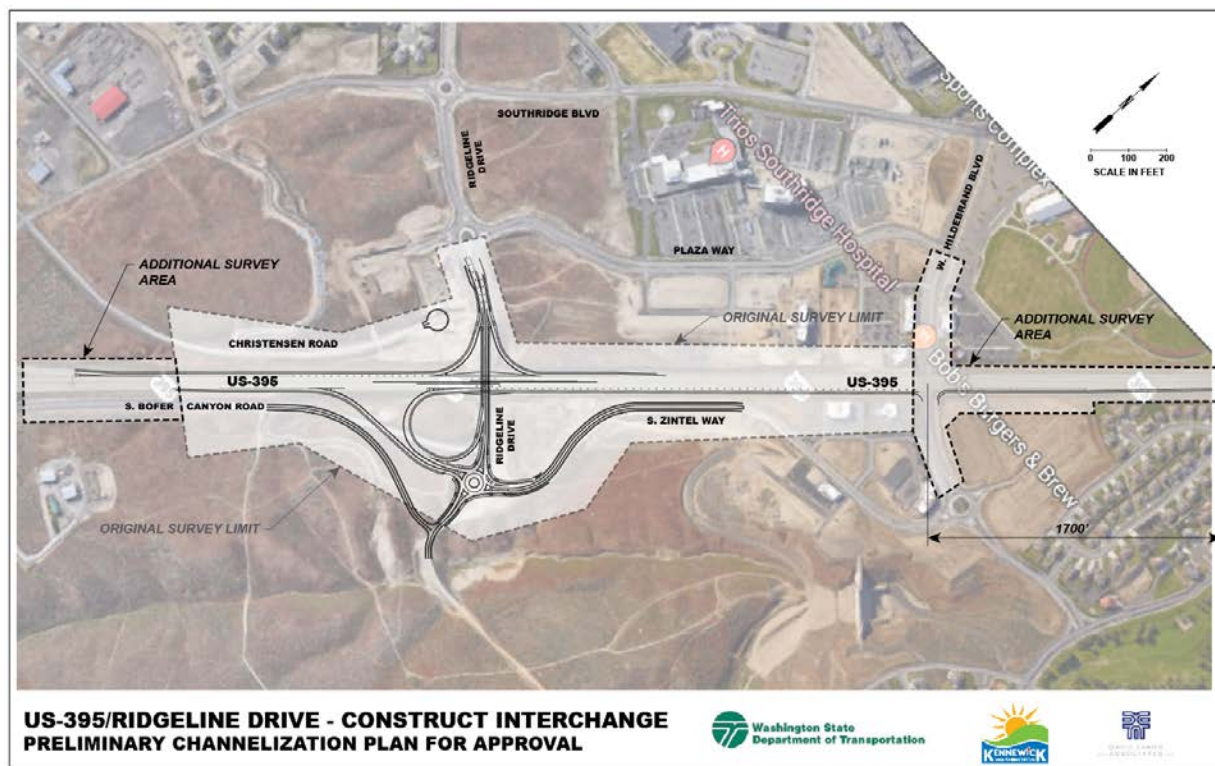
1. DEA only anticipates setting two (2) additional control points for this additional topo work.

Deliverables

1. An updated control diagram in PDF format stamped and signed.

8.2 Obtain Additional Topographic Base Mapping Survey Data

FIGURE 2 – Additional Topographical Mapping



8.2.1. Topographic Field Survey

DEA will perform additional topo within the limits shown in Figure 2 above. 3D Laser scanner and RTK (Real-Time Kinematic) GPS equipment will be used for this collection.

8.2.2. Tie Existing Utilities

DEA anticipates using a one-call locator service to locate utilities and will call in locates prior to deploying field crews for topographic field collection. DEA will tie paint marks from one-call locators. Existing drainage features (including state, county and/or city owned) with inverts will be included within the project limits. Other visible utilities including overhead power, drainage structures, pedestals, manholes, water valves, and carsonite utility markers will be collected. DEA will only record inverts on drainage structures and manholes that are significant to this

project's impact and identified specifically by the project engineer. DEA will develop linework from utility survey and include dip information to complete the linework.

8.2.3. Process RTK GPS Data

DEA will process collected RTK GPS data and check to ensure quality was used during the collection of this data in the field as well as develop line work associated with these field ties.

8.2.4. Laser Scanner Extraction

DEA will extract data from the 3D laser scanner data of the roadway corridor and additional above ground features within the additional survey area defined above.

8.2.5. Topographic Base Map Updates

DEA will combine the extracted data from the 3D laser scanner and the GPS data with existing topographical information and compile into an overall updated base map. A Digital Terrain Model (DTM) will also be developed to 1-foot contours.

8.3 Perform Additional Boundary/Right-of-Way Surveying

8.3.1. Additional Research

DEA will perform additional research for the right-of-way in the additional survey area along US 395 north of Hildebrand, along Hildebrand, and south of the project limits along US 395 (as shown in the figure above) and analyze the findings to determine the locations of the existing CITY and WSDOT rights-of-way boundaries within the project limits. The following will be reviewed:

- Transfer Deeds (provided by CITY/WSDOT)
- Right of Way Plans (provided by CITY/WSDOT)
- Records of Survey
- Subdivision plats
- Land Corner Records

DEA will consult with the CITY project manager regarding any determined gaps and/or overlaps upon the right of way. Research will be sufficient enough to re-establish the right of way of US 395 for 1700 feet north of Hildebrand, the right-of-way of Hildebrand between Plaza and Zintel, as well as up to two (2) additional adjacent parcel boundary sidelines.

8.3.2. Field Survey

DEA will travel to the site and search for and make field ties on right of way monuments within the project corridor along US 395 and Hildebrand. Any adjacent monumentation used to define the Public Land Survey System (PLSS) and all significant monuments that are shown by record to exist along the right of way and boundary (i.e. subdivision corners) will be field tied to verify harmony along the boundary and to identify if any conflicts exist. The intent of this field survey will be to identify field evidence sufficient enough to determine the right of way of US 395 for 1700 feet north of Hildebrand, the right of way of Hildebrand between Plaza and Zintel, as well as up to two (2) additional adjacent parcel boundary sidelines.

8.3.3. Develop Additional Right-of-Way Determination

DEA will perform a preliminary determination from the researched documents to calculate and prepare search coordinates and maps for the right of way field survey. After the field survey and all existing monuments are located and field tied, a final boundary determination of the right-of-way and centerline alignment of US 395 for 1700 feet north of Hildebrand and Hildebrand between Plaza and Zintel will be performed by careful analysis of the researched documents and their relation to the monuments recovered in the field. In addition, up to two (2) additional adjacent parcel boundary sidelines will be determined.

8.3.4. Amended Record of Survey of Existing ROW

DEA will prepare an amended Record of Survey showing our findings on the above mentioned right-of-way and adjacent parcel determinations in AutoCAD Civil 3D.

8.3.5. Set Missing Monumentation for Existing ROW

DEA will return to the project site and set necessary new highway right of way monuments to WSDOT standards in concrete with monuments provided by WSDOT and 5/8 inch rebar with a plastic pin cap to designate CITY right-of-way.

Assumptions

1. It is assumed that right-of-way monuments will be set and a record of survey will be filed in the Benton County Recorder's Office under this agreement.
2. This task assumes a maximum of two (2) WSDOT and one (1) CITY right-of-way monuments will be set.
3. Under a later task and after acquisitions are finalized on new right of way, DEA will return to set new monumentation for the new right of way acquisitions and file an additional Record of Survey with the new parcel acquisition properties. This work will be completed under a future amendment to this agreement.

8.3.6. Add Boundary/Right of Way Linework into Base Mapping Products

DEA will import the right-of-way lines, parcel sidelines, centerline alignments, new DTM, topo, utilities and tied monuments into the project's existing DTM base mapping for final design and right-of-way plan amendments.

8.3.7. Update Existing Control Diagram

DEA will update the existing Control Diagram with new monumentation recovered or set during the above tasks.

Assumptions

1. DEA will incorporate the above stated features and elements into the base map.

Deliverables

1. DEA will create a MicroStation DGN file of the completed base map with previous mapping, tied monumentation, and boundary linework for design purposes.
2. A PDF of the final boundary determination and filed Record of Survey.
3. Stamped PDFs of the Updated Control Diagram and the Final Topographic Base Map.

TASK 9 60% DESIGN

The following tasks will be accomplished in preparing the 60% Design Documents. The sheet count for this task is included in the table at the end of this section (11"x17" sheets will be used and unless noted otherwise the plan scale will be 1" = 100'). Prior to completing this 60% Design Phase and as part of the Phase 1 tasks on this project, it is assumed that WSDOT Design Approval in accordance with WSDOT Design Manual 300.04 will be issued. It is also assumed that right-of-way acquisition will be occurring concurrent with this design phase and amendments to the right-of-way plans will be avoided. If amendments to the right-of-way plans are required the revisions will be incorporated after a supplemental agreement is executed between the CITY and the CONSULTANT.

9.1 Title and Index/Vicinity Map

DEA will develop an Index/Vicinity Map showing the project location and a list of sheets included in the 60% design plans. This will also include pertinent General Notes, Legends, and appropriate abbreviations.

9.2 Roadway Typical Sections

Typical sections will be prepared with two typical sections on each sheet. All sections will be prepared Not-to-Scale. Roadway typical sections are estimated as follows:

- Ten for US-395 – one existing section, two mainline sections south of Ridgeline Drive, four ramp transition sections, a section at the Ridgeline Drive structure, and two proposed sections north of Ridgeline Drive.
- One for US-395 northbound off ramp
- Two for US-395 northbound on ramp
- One for US-395 southbound on ramp
- One for US-395 southbound off ramp
- One for I-82 southbound on ramp
- Four for Ridgeline Drive
- Five for the Ridgeline Drive/US-395 northbound off ramp roundabout
- Two for Bofer Canyon Road – one for a normal cut/fill section and one for a wall section to eliminate excavation into the Kennewick Irrigation Canal drainage.
- One for Christensen Road cul-de-sac
- Two for Hildebrand Boulevard
- Two additional as necessary

Assumptions

- Similar typical sections will be stacked to allow for multiple treatments on each sheet.
- The standard number of typical sections per sheet will be two each.

- Stacked typicals will allow for up to 5 treatments on one sheet.
- 12 typical section sheets are anticipated.

9.3 Roadway Alignment, Paving Plan and Profile Sheets

The scope of work outlined under this task includes the following:

- Development of Alignment Plan Sheets (9 sheets)
- Development of Roadway Paving Plan and Profile Sheets (23 sheets)
- Development of Paving Detail Sheets (6 sheets).

9.3.1. Alignment Plan Sheets

DEA will develop alignment plan sheets showing the geometric layout of the construction centerlines, including stationing, curve data and ties to survey control. Alignment plan sheets will also include the geometric layout for US-395, Ridgeline Drive between the Plaza Way Roundabout and Bofer Canyon Road, Ridgeline Drive/Zintel Way roundabout, Bofer Canyon Road reconstruction, Hildebrand Boulevard/US-395 intersection, and Christenson Road cul-de-sac.

Alignment	Plan
US-395 and Interchange Ramps	5
Ridgeline Drive	2
Bofer Canyon Road	1
Hildebrand Boulevard	1
Christenson Road	0 (included on other sheets)
TOTAL	9

Assumptions

1. Plan sheets will be 1"=100' scale. A total of 9 sheets are estimated.

9.3.2. Roadway Paving Plan and Profile Sheets

DEA will prepare roadway paving plan and profile sheets that will also depict drainage elements designed for the project, proposed right-of-way and easements limits, and existing utilities.

Separate sheets will be generated for the paving plan and profile views rather than having plan and profile shown on the same sheet. Paving detail sheets will be prepared at 1" = 50' scale and will include the Ridgeline Drive/Zintel Way roundabout legs, Ridgeline intersection at Bofer Canyon Road, Ridgeline Drive at on/off ramps, Ridgeline Drive at the connection near the Plaza Way roundabout, Christenson Road cul-de-sac, and Hildebrand Boulevard/US-395 intersection.

Corridors will be modeled to establish cut/fill limits, grading requirements, and vertical grades.

The CONSULTANT team will develop the proposed vertical alignment within the proposed grade separation project limits. This task also includes developing the preliminary roadway section templates required for the project in InRoads and establishing roadway cross sections.

Superelevation data (shown as super-elevation diagrams on the profile sheets) will be included to meet current WSDOT and AASHTO Standards.

Deliverables

1. Roadway paving plan sheets and profile sheets estimated as follows:

Alignment	Plan	Profile
US-395 and interchange ramps	5	9
Ridgeline Drive	2	2
Bofer Canyon Road	1	1
Hildebrand Boulevard	1	1
Christenson Road	0 (included on other sheets)	1
Paving Detail Sheets	6	0
TOTAL	15	14

Assumptions

1. Plan sheets will be at 1"=100' on 11"x17" plan sheets, except for paving detail sheets which will be prepared at 1"=50'.

9.4 Drainage Plans

DEA will develop drainage design depicting existing and proposed drainage courses, storm sewer systems, stormwater treatment facilities, ponds, catch basins, and other facilities. The final design elements and specifics of the drainage facilities will be detailed under 100% Design task.

Assumptions

1. Drainage facilities (other than grass swales and drywells) will be shown on stand-alone drainage sheets. Swales and drywell layouts will be shown on Paving Plans and detail sheets.

These sheets will include plan and profile sheets of storm sewers, culverts, and other proposed storm drain facilities

2. Since most of the drainage facilities are going to be grass swales and drywells (which are included in Drainage Detail Sheets), only six (6) Drainage Plan and Profile Sheets are anticipated. A storm sewer is anticipated for the roundabout and for the emergency overflow between the low point of Ridgeline Drive under US-395 and Bofer Canyon.

9.5 Final Drainage Report

DEA will finalize the drainage design proposed in the Conceptual Hydraulic Report Type A (developed under Phase 1 of this project) and will prepare a final Hydraulic Report Type A in conformance with the WSDOT Hydraulics Manual, WSDOT Highway Runoff Manual, and the Washington State Department of Ecology Stormwater Management Manual for Eastern Washington.

DEA will perform a quality control review of the final report prior to submittal.

Assumptions

1. Swales with drywells will be the primary treatment and flow control method of stormwater.
2. The primary detention facility will consist of a pond within the US-395 northbound loop on ramp. Other small detention facilities will be required at Christenson Road, along US-395 at the US-395 southbound on ramp, and at the north end of Bofer Canyon Road.
3. Storm sewer will be required along Ridgeline Drive between US-395 (where the low point of Ridgeline Drive is located) and Bofer Canyon.
4. A storm sewer will be constructed to collect runoff within the roundabout.

Deliverables

1. Final Hydraulic Report documenting the final configuration and drainage facilities with responses to comments on the Conceptual Hydraulic Report Type A.

9.6 Pavement Marking, Signing, and Sign Structure Plans

DEA will prepare pavement marking plans utilizing the paving plans as a base so that the same match lines are carried through the plan set for clarity and efficiency.

DEA will include on the plans signing and sign structure design indicating locations for proposed signs, instructions for existing signs (remove, relocate or protect), and locations for sign structures. The signing and sign structure plans will be developed in sufficient detail to depict sign legends and sign structure locations.

Assumptions

1. Signing and Sign Structure Details will not be included in the 60% Design set of plans but will be developed for the 100% Design Submittal.
2. This work will be shown on nine (9) plan sheets.

Deliverables

1. Signing and Pavement Marking plan sheets.

9.7 Illumination Design and Plans

Preliminary illumination modeling roadway lighting was completed in Phase I. DEA will finalize illumination modeling for the roadway and will develop modeling for the tunnel illumination. Illumination plans will be developed for both roadway and tunnel illumination. Illumination design areas will include ramp terminals, merge and diverge points of ramps, the Ridgeline tunnel, the merge location of the northbound auxiliary lane north of Hildebrand Boulevard, the Hildebrand Boulevard intersection, and along Ridgeline Drive. The design effort will include modeling the project's illumination needs with AGI illumination modeling software to meet WSDOT design standards and showing necessary luminaire locations on the preliminary Illumination Design sheets.

Assumptions

1. Illumination Fixtures will be LED.
2. Eight (8) sheets are anticipated.

Deliverables

- Illumination plan model calculations and contours in AGI32 software – electronic file and PDF
- Illumination Report - PDF
- Luminaire locations will be shown on separate plans and will be refined and completed during 100% Design.

9.8 Signal Modification Plans

DEA will prepare signal modification plans for the existing traffic signal at the intersection of US-395 and Hildebrand Boulevard. The plans will include existing infrastructure for retention, relocation, or removal and proposed traffic signal components necessary for the revised geometry.

Assumptions

1. Accessible Pedestrian Signals (APS) will be utilized for this project.
2. This work will be shown on seven (7) plan sheets, as listed below:
 - a. Signal Plan (2)
 - b. Wiring Schedule
 - c. Signal Standard Details
 - d. Wiring Terminations
 - e. Input File and Display Panel
 - f. Signal Details

Deliverables

1. Signal Modification plan sheets.

9.9 Traffic Control Plans

DEA will prepare preliminary Traffic Control Plans, which will include Stage Construction Plans and Detour Plans, in accordance with MUTCD and WSDOT standards. The plans will depict construction stages, construction signing and other traffic control devices required during construction. Stage Construction plans will be developed for each stage so that sequential construction of the project can be understood. Detour Plans will include plan, profile, and typical section sheets based on a detour to be constructed parallel and east of US-395. Permanent or existing drainage facilities will either be incorporated in the new alignment or temporary stormwater facilities will be designed as needed for each phase. It is assumed that there will be three major stages as detailed below.

- **Stage I:** Construct the temporary detour route along the east side of US-395. Because the detour route will impact Bofer Canyon Road, Bofer Canyon Road will be constructed as part of Stage I.

- **Stage II:** Shift US-395 traffic onto the detour route. Construct the new Ridgeline Drive overcrossing, ramps along the west side of US-395, US-395 auxiliary lanes, US-395 turn lanes, and utilities.
- **Stage III:** Shift traffic back to the US-395 mainline. Construct Ridgeline Drive interchange ramps on the east side of US-395 and the roundabout. Construct Hildebrand Boulevard improvements.

Based on the phasing detailed above, the following sheets are anticipated:

Sheet Name	No.
Index/Overview Sheet	1
Generic Signing for shoulder work operation	1
Temporary Detour Plan and Profile	2
Stage II Traffic Control Plans	5
Stage III Traffic Control Plans	5
Hildebrand Boulevard Traffic Control Plan	1
Typical Advanced Warning and Detour Sheets	2
Temporary Improvement Removal	1
Detail Sheets	2
Traffic Control Sheet Total	20

9.10 Site Preparation Plans

DEA will prepare preliminary Site Preparation plans to identify removal and demolition work.

Assumptions

- Site Preparation Plans will be at a scale of 1" = 100' to match the roadway plans and will require nine (9) plan sheets.

9.11 Preliminary Waterline Relocation and Extension Plans

The City maintains an existing 16" waterline that crosses US-395 at Ridgeline Drive. The waterline will be impacted and must be relocated under Ridgeline Drive and DEA will prepare waterline relocation plans. The work also involves extension of a 12" waterline in Ridgeline from approximately Christensen Road to Zintel Way. One plan/profile sheet and one detail sheet are anticipated.

Assumptions

1. The City will allow a short-term interruption of use of the existing 16" waterline. No tapping connections will be required.

Deliverables

- Waterline Relocation Plans (one plan/profile sheet and one detail sheet)

9.12 Preliminary Utility Plans

DEA will coordinate with utility companies and develop Preliminary Utility Plans. Utility contacts will be confirmed, requests for any remaining utility company maps of existing utilities will be

requested and an explanation of the project provided. The preliminary utility plans will be provided to the utility companies for their verification of location and to plan the relocation of any facilities necessary to the project. The utility packages will be provided to the utility companies to initiate the verification process and begin the coordination effort of confirming utility location and depth and confirming potholing/monitoring requirements. Found utilities will be included on the utility plans. These plans will show the locations of each existing utility based on plans provided by the utility companies, the CITY, WSDOT, and/or field verification.

Assumptions

1. Utility Plans will be at a scale of 1" = 100' to match the roadway plans.
2. Nine (9) utility sheets are anticipated.
3. Utility facilities to be potentially relocated will be identified and a preliminary determination of whether utility relocations will be at project or company expense will be made.
4. Development of utility relocation plans is not included in this scope of work with the exception of the water line relocation and extension work.
5. Assemble information received from utilities and update existing utility base file.
6. Preliminary Utility Plans will include a reference to each element of proposed utility work: either at project expense or at company expense. Work at project expense will be obtained and incorporated into the 60% Design cost estimate.
7. Proposed utility adjustments and relocation design will be recommended at 60% Design and refined and finalized during 100% design.
8. Utility companies that need to relocate their facilities as a result of the project will prepare plans that will be used to field construct their relocations.

Deliverables

1. Utility Plan sheets
2. Copies of utility submittal letters.
3. Existing utility base file for found utilities within the project limits.
4. Utility contact/conflict spreadsheet upkeep and completion as the utility coordination effort evolves. Ongoing documentation of coordination effort will be contained within the spreadsheet.
5. Preliminary costs for utility relocations at project expense will be obtained from utility companies and incorporated into the cost estimate.

9.13 Landscape Plans - MS

Based on the outcome of Conceptual Landscape Tasks above and coordination with City Staff, MS will develop 60% Design Plans. Deliverables are included below:

- Landscape and Restoration Plans (4 plan sheets developing concepts for stormwater swales, bridge entry/hardscape features, splitter island and other roundabout treatments, landscape restoration), scales will vary)

9.14 Bridge Design and Sheets

DEA will develop structural design to the 60% completion level. This will include incorporating and addressing Preliminary Bridge Plan submittal review comments and developing the gross sizes of the main structural elements. In general, concrete reinforcing and other details will not be developed during this task and will be completed under subsequent tasks.

The following sheets will be included:

Sheet Name:	No
Layout	1
General Notes and Construction Sequencing	1
Foundation Layout	1
Abutment Plan, Elevation & Details	3
Retaining Wall Details	2
Hydrant Details	1
Framing Plan	1
Typical Section	1
End Diaphragm Details	1
Traffic Barrier Details	1
Fascia Treatment Details	1
Approach Slab Details	1
Total:	15

Assumptions

1. Deck drains will not be necessary and the bridge will drain to catch basins located outside of the bridge and approach slab structures in the approaches to the bridge.
2. 2 - 2" dia. conduits are provided in each traffic barrier per the WSDOT Bridge Standard Drawings. Otherwise, there are no provisions for utilities attached to the bridge.
3. Bridge Foundations are spread footings
4. Retaining walls are Standard Plan Reinforced Concrete Retaining Walls or Proprietary MSE walls.
5. Bridge will need to accommodate a hydrant at the low point in Ridgeline Drive
6. The design of a potential retaining wall on Bofer Canyon Road is not included in this scope as the design team will seek to realign the road to avoid needing a retaining wall. If a retaining wall is needed for this road, it will be included in a supplemental agreement.

Deliverables

1. 60% Bridge Plans

9.15 Detail Sheets

DEA will develop the following miscellaneous details for the project.

9.15.1. Drainage Detail Sheets

DEA will prepare drainage detail sheets for each proposed drainage swale/facility. Swale details, drywell details, structure details, etc. will be included on the sheets. A stand-alone detail sheet will be prepared for each of the six (6) anticipated drainage swales.

Assumption

1. Standard drawings for drywells and drainage structures will be referred to on the plans, but the actual detail will not be reproduced within the plan set.

9.15.2. Roundabout Detail Sheets

DEA will prepare roundabout detail sheets. These will include:

- 5 detail sheets for top back of curb plan and profiles
- 2 detail sheets for curb and pedestrian crossing details
- 1 detail sheet for the truck apron (geometry and apron cross section)
- 1 detail sheet for the roundabout design data
- 1 detail sheet for concrete joint layout design

9.16 Preliminary Special Provisions

DEA will develop a specifications package and utilize the WSDOT Standard Specifications format. When applicable, WSDOT General Special Provisions (GSPs) will be utilized, or if necessary, project specific special provisions will be developed. WSDOT Amendments will be included. CITY special provisions will be incorporated into the package, as applicable.

WSDOT PSE Program will be utilized to develop a specifications run list and populate the specifications package.

DEA will lead this effort with support by S&W.

Deliverables

1. Preliminary Specification – MS Word and PDF

9.17 Preliminary Opinion of Probable Cost

Quantity takeoffs for the multiple design tasks will be developed for each design discipline and a preliminary cost estimate for the project will be developed. The cost estimate will take into account recent construction project bid prices in the project vicinity. The opinion of probable cost will also include right-of-way costs, construction contingencies, construction engineering, and contractor mobilization.

Deliverables

1. Preliminary Opinion of Probable Cost – MS Excel and PDF

9.18 Basis of Estimate

DEA will prepare documentation to enable reviewers to easily track changes to project scope, cost, and schedule. The Basis of Estimate documents assumptions used and can eliminate

overlap of future estimate assumptions. This allows project “knowns” as well as “unknowns” to be clearly identified. This document will be prepared in accordance with WSDOT’s Design Manual Section 300.06(3), Basis of Estimate.

Deliverables

1. Basis of Estimate - PDF

9.19 Preliminary Design Submittal QC

A detailed review of the 60% Design Review Package will be completed by senior DEA staff not involved in developing the project design prior to Submittal. QC Review comments will be addressed prior to submittal to the CITY and WSDOT.

9.20 Submit 60% Design Package

The CONSULTANT team will prepare the 60% Design Submittal package based on the CITY’s requirements and WSDOT’s Design Manual and submit the package for review and comment.

The submittal package for 60% Design Review will be compiled by DEA and will be submitted for CITY and WSDOT review.

Deliverables:

1. 60% Design plans – 11”x17” PDF

Plan Sheet Section	DEA	MS	TOTAL
Title and Index/Vicinity Map	2		2
Roadway Typical Sections	12		12
Roadway Alignment, Paving Plan and Profile Sheets	38		38
Drainage Plans	6		6
Pavement Marking, Signing, and Sign Structure Plans	9		9
Illumination Design and Plans	8		8
Signal Modification Plans	7		7
Traffic Control Plans	20		20
Site Preparation Plans	9		9
Preliminary Waterline Relocation Plans	2		2
Preliminary Utility Plans	9		9
Landscape Architecture Plans		4	4
Bridge Sheets	15		15
Detail Sheets	16		16
Total	153	4	157

2. 60% Design cost estimate – PDF
3. Preliminary Special Provisions – MS Word and PDF

9.21 60% Design Review and Comment/Resolution Meeting

DEA will attend the 60% Design Review meeting with the CITY and WSDOT staff.

DEA will prepare meeting minutes and distribute to the appropriate recipients by email.

Prior to the meeting, DEA will assemble the comments received from the CITY and WSDOT in a comment response form. DEA will address the comments and identify comments that require further discussion at the 60% Design Review meeting.

The compiled comment form will be provided to attendees at the 60% Design Review meeting and the comment form will be included in the 100% Design Review submittal.

Assumptions

1. There will be one 60% Design Review Meeting lasting four (4) hours.
2. Six (6) DEA staff will attend (Project Manager, Design Manager, Bridge Lead, Drainage Lead, and Traffic Design Lead, Roadway Design Lead).
3. The CONSULTANT will prepare a comment form with comments collected from CITY and WSDOT staff. The CONSULTANT will prepare to review those comments as deemed necessary at the meeting.

Deliverables

1. 60% Design Review Package

TASK 10 APPRAISE AND ACQUIRE RIGHT-OF-WAY – EPIC

The following scope of work details the necessary effort to acquire right-of-way for the project. EPIC will accomplish this task unless specified otherwise.

Assumptions

This scope encompasses services to complete right-of-way (ROW) acquisition and relocation for the Project. It is anticipated that the following elements of these services will be completed in late 2018 through 2019. Scope of services includes the following:

- Ongoing management and administration of the ROW process.
- Initiate and negotiate a maximum of 10 acquisition offers and up to zero (0) relocation (commercial and residential) offers.
- EPIC shall coordinate with the CITY, as necessary, and in accordance with the Federal Uniform Relocation Assistance and Real Property Acquisitions Policies Act (URA), WSDOT LAG Manual guidelines, applicable State and local laws, and CITY administrative rules, to facilitate the acquisition of identified properties.
- CITY shall provide EPIC with available project information such as, but not limited to, the CITY's State approved ROW and limited access procedures, approved environmental documentation, and any pre-approved CITY ROW forms, including legal documents.
- EPIC and CITY agree to maintain clear lines of communication, determine and document the appropriate decision making process to achieve project goals and to provide open access to available data that is pertinent to the project.

- EPIC shall prepare for and attend the pre-project right-of-way meeting and up to three (3) project meetings, along with a project close-out meeting.
- EPIC shall order all appraisals and review appraisals for the project.
- The CITY shall order and provide EPIC with all title commitments, or updated title commitments if they have been previously ordered.
- EPIC shall confer with CITY on proposed settlements over the approved offering price to determine whether to either increase or alter terms of the settlement.
- EPIC shall work directly with title and escrow to handle all closings.
- All deliverables will be produced in accordance with the approved quality control/quality assurance (QC/QA) process established by the CITY and the CONSULTANT team.
- All deliverables prepared by EPIC shall be provided to DEA (who will provide them to the CITY) – one (1) electronic version and one (1) hard copy.

Deliverables:

1. EPIC will provide DEA (who will provide them to the CITY) a complete Right-of-Way package, including the Right-of-Way Certification letter that will be signed by the CITY and then submitted to WSDOT Local Programs for final right-of-way certification.

10.1 Real Estate Services Management

EPIC will provide general ongoing coordination, administration direction, and guidance for the EPIC staff working on this project. EPIC will provide monthly project updates on progress of work. EPIC will also perform project management and administration for the following real estate services tasks as follows:

- Prepare for and attend pre-project ROW and limited access meeting with the CITY.
- Prepare and provide monthly updates of a landowner list, preliminary ROW and limited access cost estimate by parcel, and ROW schedule for the overall project.
- Prepare and update ROW and limited access delivery schedule.
- Prepare and submit invoices, including a tabulation of hours expended for each item.

Assumptions

1. EPIC will attend up to five (5) project team meetings to review the landowner list, preliminary ROW and limited access cost estimate by parcel, and schedule for the overall ROW project.
2. EPIC will attend one (1) initial contact meeting with up to 10 individual land owners.
3. EPIC will attend one (1) final contact meeting with up to 10 individual land owners.

Deliverables:

1. Landowner list - PDF
2. Preliminary ROW and limited access cost estimate – MS Excel and PDF

3. ROW Schedule - PDF
4. Meeting notes from meetings with individual land owners - PDF

10.2 Appraisal and Appraisal Review

EPIC will manage the appraisal process for up to 10 parcels. As part of the appraisal process, EPIC's appraiser shall complete a project funding estimate (PFE). Administrative Offer Summary (AOS) reports will be prepared where appropriate in lieu of appraisals. EPIC's appraiser and review appraiser shall meet all requirements set forth in 49 CFR 24.103. EPIC will perform the following work:

- Prepare an appraisal schedule for each group of appraisals assigned by CITY.
- Prepare one (1) PFE including worksheets.
- Develop AOS reports for eligible acquisition parcels.
- Assemble all needed appraisal data and appraisal scope for each assigned parcel.
- Send out landowner contact letters to all affected parcels in advance of the appraisal.
- Prepare Before and After appraisal reports, as needed, for all assigned parcels and supply all completed reports to the appraisal reviewer selected by EPIC.
- Develop appraisal reviews for all parcels that are appraised.

CITY Responsibilities:

- Review and approve appraisal schedule.
- Review and approve the PFE.
- Approve Appraisal Reviews via signed Determination of Values.
- Review and approve by signature all AOS

Assumptions

1. EPIC will manage their appraisal staff to develop the most expeditious schedule for delivery of all valuation deliverables.
2. CITY shall provide any available information to EPIC that is needed to complete the assigned appraisals.
3. One draft and one final PFE shall be prepared.
4. There will be a maximum of 10 parcels appraised:
5. There will be up to nine (9) partial acquisitions and one (1) full acquisition.
6. All will be before and after short form narrative reports or in AOS form where appropriate.
7. It is anticipated there will be zero (0) complex parcels.
8. It is anticipated there will be ten (10) non-complex parcels.
9. Comparable sales will be researched for four land use types, commercial, retail, institutional, and industrial as appropriate.

10. The estimated delivery time is 60-90 days from assignment date.
11. There will be a maximum of 10 PFE associated worksheets.

Deliverables:

- Appraisal schedule for each assignment
- Appraisal management
- PFE spreadsheets and worksheets
- Administrative Offer Summaries
- Landowner Contact letters
- Appraisal Reports
- Appraisal Reviews

10.3 Acquisition and Negotiation Services

EPIC will perform the following work:

- Track and update acquisition ROW schedule milestones.
- Prepare and maintain electronic and hard copy parcel files.
- Review title report(s) and title report updates supplied by the City.
- Review ROW plans or exhibits and legal descriptions.
- Prepare documents and deeds required for up to 10 acquisition parcels.
- Maintain current negotiator diaries.
- Act as the agent of the CITY in negotiations.
- Make up to three (3) contacts with each of the impacted landowners in an effort to negotiate a fair settlement.
- If an impasse is reached during negotiations, the entire parcel file shall be turned over to the CITY for further action, including determination to eliminate acquisition of property.
- Acquire Right of entry, easement, and fee acquisitions, as approved by the CITY.
- Provide a justification memorandum for settlements above the approved offering price, for approval by the CITY.
- Provide a condemnation cover memorandum and parcel file, as approved by the CITY.
- Process all landowner payments through the CITY, clear all encumbrances, and manage escrow or in-house closing for all acquisitions.
- Transmit completed parcel files to the CITY.

CITY Responsibilities:

1. Accompany EPIC as necessary to meetings with property owners

2. Provide or approve all real estate documents and forms that EPIC will use consistent with CITY acquisition practice.
3. Approve all administrative settlements.
4. Approve all landowner payments, and approve all encumbrances to be cleared.
5. Make prompt payment to the owner or Escrow Company for all approved acquisitions.

Assumptions

1. EPIC's title review responsibilities shall be limited to identifying the correct vesting from the title report and inputting that information into the appropriate acquisition documents.
2. EPIC shall make a maximum of three (3) good- faith attempts at negotiations for each parcel assigned, with those attempts being defined as an in-person visit with landowner, a detailed phone conversation, or a substantive correspondence or email exchange.
3. The initial acquisition schedule will be 90 days for each of the estimated 10 acquisitions. If no settlement can be reached within 90 days, CONSULTANT shall seek a paid possession and use (P&U) agreement. Should the landowner reject the paid P&U the CITY will determine what further action is appropriate under the circumstances.
4. EPIC's acquisition duties shall be deemed complete if any of the following occur: A negotiated settlement approved by the CITY is reached and the necessary documents are executed; a paid P&U is secured and the acquisition file is transmitted to CITY; an impasse in negotiations is reached or; the offer to purchase is rescinded.
5. EPIC will manage the closing process in house or contract directly with the escrow company for closing and title reports (The City will provide title report updates). When the CITY receives acceptable documents from EPIC, they will be signed by the CITY and returned to EPIC for processing, recording and closing. EPIC will be responsible for managing the preparation and receipt of signatures for documents such as Waivers of Compensation, Requests for Partial Re-conveyance, and satisfaction of all liens and encumbrances for each acquisition.

Deliverables:

1. Negotiation services
2. Right of Entry Packages
3. Offer packages
4. Administrative settlement memos
5. Paid Possession and Use Agreements
6. Executed acquisition documents or transfers to condemnation proceedings
7. Completed parcel files

TASK 11 100% DESIGN

DEA will incorporate 60% review comments and further develop the project design. This task includes preparing 100% plans, specifications and estimate. The plans will be organized in

accordance with CITY and WSDOT Design Guidelines. **The sheet count for this task is included in the table at the end of this document.**

11.1 Title, Index and Vicinity Map Sheets

DEA will develop the Title Sheet for the 100% Design Package and include the Index and Vicinity Map Information from the 60% Design Package.

11.2 Survey Control and Found Monuments

DEA will finalize the survey control and found monuments prepared as part of other tasks, format them to become part of the 100% Design Plan set, and include them in the 100% Design Package.

11.3 Roadway Typical Sections

DEA will finalize the typical sections that were developed as part of the Preliminary Design tasks. Adjustments to the typical sections based on review comments will be made.

11.4 Alignment Plan/ROW Sheets

DEA will finalize the alignment plan sheets, developed as part of the 60% design package. Plans will include the ultimate right of way limits. Comments from the 60% review will be incorporated.

11.5 Site Preparation Plans

DEA will finalize the Site Preparation plans which identify the location where existing asphalt, surface features and structures are to be removed within the project limits.

11.6 Roadway Paving Plan/Profile Sheets

The Roadway Paving Plan and Profile Sheets that were developed as part of the 60% Design Package will be finalized. This will include calling out final roadside design elements including guardrail and bid items, finalizing modeling and earthwork, and preparing the plans for construction. This task also includes preparing cross sections of the roadway at 50-ft stations (25-ft stations on curves). The plan will also include proposed paving limits for the roadways.

Assumptions

DEA will prepare cross sections for:

1. US 395
2. US 395 interchange ramps at Ridgeline Drive
3. Ridgeline Drive
4. Hildebrand Blvd
5. Bofer Canyon Road
6. Zintel Way (short connection stub)
7. Hildebrand Boulevard

8. No sections are needed for the Christensen Road cul-de-sac

11.7 Paving and other Roadway/RAB Details

DEA will prepare Special Detail Sheets when standard details cannot be used. Drainage, grading, and roundabout details prepared during 60% design will be finalized. This will also include 2 sheets of splitter island stamped concrete/pigmentation details prepared by MS.

11.8 Temporary Erosion and Sedimentation Control (TESC) Plans

DEA will prepare temporary TESC plans to control stormwater runoff and offsite siltation or damage resulting from construction activities. The plan will outline Best Management Practices (BMP's) which may include silt fencing, wattles, seeding, mulching and other items and also show pertinent details.

Assumptions

1. All standard details will be used for the temporary BMPs.
2. Nine (9) sheets are anticipated for the TESC Plans.

11.9 TESC Narrative

DEA will prepare a TESC narrative that provides specific information about site conditions, analyzes risks, outlines management strategies, and contingency plans in conformance with the requirements set forth in the WSDOT TESC Manual.

11.10 Drainage Plans

DEA will finalize the drainage design depicting existing and proposed drainage courses, catch basins, roadside drywells, etc. Storm sewer systems, along with plan and profiles of storm sewers and culverts will be finalized under this task.

11.11 Waterline Relocation and Extension Plans

DEA will finalize the waterline relocation and extension plans prepared during 60% design. No additional sheets are anticipated.

11.12 Utility Plans

DEA will prepare Final Utility Plans based on decisions made with CITY, WSDOT, and the utility companies. The Utility Plans will be modified to depict agreed upon utility revisions and relocations. The new utility locations will be based on information provided by each utility company and will be routed to the utility companies for review and comment. Final Utility Plans will be prepared in color.

11.13 Utility Hearing Waivers

DEA will prepare Utility Hearing Waivers and coordinate execution of the waivers with the utility companies. No utility company agreements are included in this Scope of Work – if necessary they will be part of a supplemental agreement.

11.14 Landscape Plans - MS

MS will finalize 60% Plans in coordination with DEA and City Staff and will address any review comments received as part of the 60% Design Review. Deliverables are included below:

- Landscape and Restoration Plans and Details (10 plan sheets, scales will vary)
- WSDOT Special provisions (section 8-02 roadside restoration)

11.15 Illumination/Signal Modification Plans and Details

11.15.1. Illumination Plans and Details

DEA will finalize the 60% Design Illumination Plan sheets. Additional adjustments to the plans will be made based on comments received at the 60% Design Review Meeting. This will also include coordination with the power company to determine power source and appropriate layout. Supporting documentation will be provided including voltage drop calculations. Illumination Detail sheets will also be added.

11.15.2. Signal Modification Plans and Details

DEA will finalize the 60% Design Signal Modification Plan sheets. Additional adjustments to the plans will be made based on comments received at the 60% Design Review Meeting.

11.16 Intersection Plans and Details

DEA will prepare Intersection Control Plans and Details. Intersection Plans will be prepared for the Ridgeline Drive/Bofer Canyon Road and US-395/Hildebrand Drive intersections.

11.17 Pavement Marking, Signing, and Sign Structure Plans - DEA

DEA will finalize the pavement marking plans indicating locations for channelization and pavement markings. DEA will also finalize signing and sign structure design and complete the plans for construction. Additional adjustments to the plans will be made based on comments received at the 60% Design Review Meeting. The plan set will be enlarged to include the following:

Assumptions

- Sign Specification Sheets = 4
- Pavement Marking and Signing Sheets = 9
- Sign Details = 4
- Cantilever Sign Structure Details = 4
- Sign Legend Details = 6

11.18 Bridge Design - DEA

DEA will prepare 100% Design Structural Plans for the bridge in accordance with Preliminary Bridge reviews that have already been obtained and as discussed below. During the course of this activity, DEA will participate in structural review conference calls as required with WSDOT Structural Reviewers.

The structure plans will be issued at what DEA considers to be a 100% level of completion. The following items are intended to be completed at the 100% Design Phase:

- All clearance envelopes are shown and have been checked
- Foundation type and layout is determined and shown correctly
- Minor and major details are shown on the plans
- Utility considerations have been identified and resolved
- Right-of-Way needs have been established and depicted as appropriate on the plans
- Fill slopes, drainage and guardrails considerations have been identified and resolved
- An Independent Design Check has been completed for the bridge
- Seismic Design will be in accordance with the LRFD GuideSpec

The structure design group will prepare detail drawings in accordance with the WSDOT Bridge Design Manual and WSDOT Drafting guidelines. The following drawings will be included:

11.18.1. US-395 over Ridgeline Drive Bridge

Sheet Title:	No.
Layout	1
General Notes and Construction Sequence	1
Foundation Layout	1
Abutment Plan, Elevation & Details	4
Retaining Wall Layout	2
Hydrant Details	1
Framing Plan	1
Typical Section	1
Precast Girder Schedule and Notes	1
Girder Details	3
Deck Reinforcing Plan	1
Deck Reinforcing Section	1
End Diaphragm Details	1
Bridge aesthetic treatments (fascia and entry aesthetics)	2
Traffic Barrier Details	3
Approach Slab Details	2
Miscellaneous Details	1
Bar List	2
Total:	29

Assumptions

1. Deck drains will not be necessary and the bridge will drain to catch basins located outside of the bridge and approach slab structures in the approaches to the bridge.
2. 2 - 2" dia. conduits are provided in each traffic barrier per the WSDOT Bridge Standard Drawings. Otherwise, there are no provisions for utilities attached to the bridge.
3. Bridge foundations are spread footings.
4. Bridge is single span.
5. Retaining walls are Standard Plan Reinforced Concrete Retaining Walls or Proprietary MSE walls.
6. Bridge will need to accommodate a hydrant at the low point in Ridgeline Drive.
7. The design of a potential retaining wall on Bofer Canyon Road is not included in this scope as the design team will seek to realign the road to avoid needing a retaining wall. If a retaining wall is needed for this road, it will be included in a supplemental agreement

Deliverables

1. 100% Bridge Plans

11.18.2. Structures QC/QA Documentation

DEA will perform structural QC/QA efforts. DEA will submit checklists, comment forms, and a copy of the independent design calculation check for the bridge that was developed as part of the 100% Design effort. The CONSULTANT team will not submit items of lesser importance such as intermediate backchecks, redlines, etc.

Assumptions

1. One hard color copy and one pdf electronic copy of each of the QC/QA documentation items listed below will be submitted as part of the 100% Design Package.

Deliverables

1. Independent Design Calculation check
2. Copy of Drawing Review Checklists for 100% Design Submittal
3. Copy of Engineer's Cost Estimate senior review documentation

11.18.3. Preliminary Bridge Load Ratings

DEA will prepare design load rating calculations for the bridge in accordance with WSDOT Bridge Design procedures. Draft design load rating calculations and a Draft Summary Report will be prepared and appropriate QA/QC documentation will be prepared. WSDOT's Bridge Engineer will review the draft design load rating calculations and report and provide comments. DEA will revise the draft design load rating to address WSDOT's comments. Following construction, DEA will enter into a supplemental agreement (the future Engineer of Record agreement) to revise the draft design load ratings to reflect pertinent changes during construction. The final design load rating calculations and report will be submitted as part of this future agreement.

Assumptions

1. Load ratings for the bridge will be completed using PG Super software in accordance with the latest version of the AASHTO Manual for Bridge Evaluation (MBE) and Chapter 13 of the WSDOT BDM.
2. DEA will enter into a supplemental agreement (the future Engineer of Record agreement) to revise the draft load ratings to reflect pertinent changes during construction. The final load rating calculations and report will be submitted as part of this future agreement.

Deliverables

1. Three (3) copies of the draft and final preliminary load rating calculations and summary report - PDF

11.19 Traffic Control Plans

DEA will finalize the Traffic Control Plans, staging overview plans, and detour plans in accordance with MUTCD and WSDOT standards. Additional adjustments to the plans will be made based on comments received at the 60% Design Review Meeting.

11.20 Specifications and Proposal

DEA will update the special provisions based on 60% design comments and expand on level of detail of specifications. DEA will lead this effort with support from S&W and MS.

11.21 Contract Time Determination

DEA will determine the contract construction time in accordance with CITY and WSDOT standards. A Microsoft Project construction schedule will be included in this task and be submitted with the 100% Design Review package.

Assumptions

1. The electronic construction schedule will be subject to change based on information provided by the successful bidder. The schedule is provided for planning purposes only.

11.22 Opinion of Probable Cost

The CONSULTANT team will prepare a construction cost estimate for bid items using cost estimating software and current WSDOT average unit price data. Cost estimates at 100 percent plan development will be completed and submitted for CITY and WSDOT review and will include the development of quantity takeoffs. The cost estimate will have an appropriate contingency for a 100% Design Cost Estimate. DEA will lead this effort with support from MS and S&W.

11.23 Basis of Estimate - DEA

DEA will update the Basis of Estimate document prepared during 60% Design. The update will document new assumptions or changed conditions that might affect the cost estimate. This document will be updated and prepared in accordance with WSDOT's Design Manual Section 300.06(3), Basis of Estimate.

11.24 QC Review of 100% Design Submittal

Prior to submittal, a detailed review of the 100% Design Review Package will be completed by DEA Senior Transportation and Bridge Engineers not involved in developing the project design. QC Review comments will be addressed prior to submittal to the CITY and WSDOT.

11.25 Submit 100% PS&E

The CONSULTANT team will prepare the 100% design plans, special provisions, and estimate and submit to the CITY and WSDOT for review. The submittal package for review will include:

- Project Specifications and Proposal
- Construction Time Determination
- Opinion of Probable Cost
- Project cross sections at 50 foot intervals (25 foot intervals on curves)
- Electronic base files for review
- The 100% Design Plans as described above and as included in the table below.

Assumptions

Quantities will be included in the project cost estimate. Q-Tab sheets and detailed project quantities will not be included in the project plan set.

Plan Sheet Section	DEA	MS	TOTAL
Title, Index and Vicinity Map Sheets	2		2
Survey Control and Found Monuments	6		6
Roadway Typical Sections	12		12
Alignment Plan Sheets	9		9
Site Preparation Plans	9		9
Roadway Paving Plan and Profile Sheets	29		29
Paving and other Roadway/RAB Details	16	2	18
Temporary Erosion and Sedimentation Control (TESC) Plans	9		9
Drainage Plans	6		6
Waterline Relocation Plans	2		2
Utility Plans	9		9
Landscape Plans		10	10
Illumination Plans and Details	12		12
Signal Modification Plans and Details	7		7
Intersection Plans and Details	3		3
Pavement Marking, Signing, and Sign Structure Plans	27		27
Bridge Sheets	29		29
Traffic Control Plans	20		20
Total	207	12	219

11.26 Project Development Approval

DEA will prepare the Project Development Approval Memorandum following the outline shown in WSDOT's Design Manual Section 300.04(2) (July 2017). The following items will be included in the Memorandum:

- Stamped Cover Sheet (project description)
- Required environmental documentation
- Design Approval documents
- Updated Basis of Design
- Updated List of known Variances (if applicable)
- Updated cost estimate
- Completed Environmental Review Summary

Assumptions

1. Project Development Approval will be valid for three (3) years following the outline shown in WSDOT's Design Manual Section 300.04(2) (July 2017).

Deliverables

1. Draft Project Development Approval Memorandum
2. Final Project Development Approval Memorandum

11.27 100% Design Review Meeting

DEA will attend the 100% Design Review meeting with the CITY and WSDOT staff. DEA will also prepare meeting minutes and distribute to the appropriate recipients by email. Prior to the meeting, DEA will assemble the comments received from the CITY and WSDOT in a comment response form. The team will address the comments and identify comments that require further discussion at the 100% Design Review meeting. The compiled comment form will be provided to attendees at the 100% Design Review meeting and the 100% design review comment form will be included in the PS&E submittal.

Assumptions

1. There will be one Design Review Meeting lasting four (4) hours.
2. Six (6) DEA staff will attend (Project Manager, Design Manager, Bridge Lead, Drainage Lead, and Traffic Design Lead, Roadway Design Lead).
3. The CONSULTANT will prepare a comment form with comments collected from CITY and WSDOT staff. The CONSULTANT will prepare to review those comments as deemed necessary at the meeting.

Deliverables

1. 100% Design Review Package

TASK 12 AD-READY DESIGN

12.1 Prepare PS&E Package

DEA and MS will revise the 100% Design plans, special provisions, cost estimate, and associated materials to address review comments.

12.1.1. Plans

100% Design Review comments will be addressed by DEA and MS, details will be revised, and coordination as required between roadway and bridge designers on geometrics, traffic control, drainage, fencing, barrier and guardrail details, etc. will be accomplished. Required revisions, received by e-mail or phone, from the CITY or WSDOT two weeks prior to the PS&E Submittal will be incorporated.

12.1.2. Specifications and Proposal

Referring to the latest WSDOT Standards, Specifications, and current Supplemental Specifications, DEA will make revisions to the Special Provisions and other elements of the project's Proposal including Opinion of Probable Cost. Final revisions will be made to the project's construction cost estimate to reflect comments obtained during 100% Design Review.

12.1.3. Construction Time Determination CPD

Final revisions will be made to the project's Construction Time Determination CPD to reflect comments obtained during 100% Design Review.

12.1.4. QC of PS&E

A detailed review of the PS&E Submittal Package will be completed by DEA senior-level Engineers not involved in developing the project design prior to the PS&E Submittal. QC Review comments will be addressed prior to submittal to the CITY and WSDOT.

12.1.5. Submit Ad-ready PS&E Package

DEA will assemble the above described 100% Plans, Specifications, Estimate, Cost Estimate, and Construction Time Determination CPD estimate components. The Ad-ready PS&E Package will be submitted to the CITY and WSDOT for review. CITY and WSDOT will review the submittal concurrently. The Ad-ready PS&E documents will be reviewed and approved and then issued for bid advertisement.

Assumptions

1. Required revisions, received by e-mail or phone, from the CITY and WSDOT prior to the PS&E Submittal will be incorporated.

Deliverables

1. Opinion of Probable Cost (signed/stamped) - PDF
2. CPM Schedule for Construction Duration - PDF
3. Specifications and Special Provisions - MS Word
4. signed and sealed project plans for the CITY - 1 hard copy, bond paper, 11x17
5. signed and sealed project plans for the CITY – PDF, 11x17

6. Electronic deliverables will be provided to the CITY.

12.2 Resident Engineer Files

DEA will prepare and transmit the Resident Engineer package to the CITY (one (1) electronic file and one hard copy). The package will be prepared in an easy to reference notebook and will include the following:

12.2.1. Cross Sections

DEA will create a MicroStation DGN and a Civil3D 2018 AutoCAD DWG file (of the DGN reference files) with cross sections at 50-ft stations (25-ft stations on curves). These files will be provided to the contractor to assist them with constructing the project.

12.2.2. Grade Books for the project

12.2.3. Roadway Quantity Worksheets

This includes worksheets demonstrating how roadway quantities were developed.

12.2.4. Compiled Project Information

This includes compiling Design Approval signature sheets, field survey data and information, environmental permits and approvals, project contact information, utility waivers and/or agreements, Public Involvement Summary, and project CADD Files as necessary.

12.3 Bid Assistance

DEA and MS will be available to answer questions and to assist the CITY during the advertising and bidding process. This task assumes that up to 40 hours will be required for bidding assistance.

Deliverables

1. 100% PS&E package (hard copy and electronic)
2. Resident Engineer File Package (hard copy and electronic versions)

V. GENERAL ASSUMPTIONS

This Scope of Services is based upon certain assumptions and exclusions, identified below and under specific tasks. The following assumptions were used in the development of this scope of services:

1. The project management budget for the Scope of Services is based on a project duration from November 2018 to November 2019, for a total of 13 months.
2. This scope of work assumes that an Access Hearing is not required for this project and that right-of-way acquisition can proceed without one. If an Access Hearing is required, it will be included in a mutually agreed upon supplemental agreement executed between the CONSULTANT and the CITY.
3. Consultant will not convert the project files to any AutoCAD format at project completion.

4. All title commitments or title commitment renewals will be obtained by the CITY.
5. New right-of-way monuments that are necessary to establish the new project right-of-way will be set after construction and the existing record of survey will be modified and recorded to reflect the new monuments. This work is not included in this contract and will instead be included in an Engineering Support Contract that will be developed and entered into between DEA and the CITY (or possibly WSDOT) prior to construction activities.
6. The level of effort for a given work task is limited to the amount of labor and expenses indicated in Exhibit D. Out-of-scope services beyond these limits will be provided as Extra Work. The CONSULTANT reserves the opportunity to shift budget between work tasks and between labor and expenses.
7. WSDOT LAG agreement for cost plus fixed fee with a not to exceed maximum will be utilized. If the scope of services increases or decreases as it relates to this original scope of services, then an adjustment to the associated fees and delivery schedule will be executed once the CITY and the CONSULTANT mutually agree on the terms of the change.
8. WSDOT will review and approve project elements that could impact US 395 or the proposed interchange.
9. WSDOT Design and Local Agency Guideline (LAG) Manuals will be consulted for specifications and general special provisions. CITY Special Provisions will also be utilized where pertinent.
10. Opinion of Probable Costs are estimated values. Therefore, CONSULTANT makes no warranty that actual project costs, financial aspects, economic feasibility, or schedules will not vary from CONSULTANT's opinions, analyses, projections or estimates.
11. WSDOT standard bid items will be used for all items on the project unless unavailable for items specified by special provisions.
12. CITY/WSDOT will prepare the contract bid package and insert the CONSULTANT-prepared Special Provisions and bid proposal sheet.

VI. DOCUMENTS TO BE FURNISHED BY CONSULTANT

The documents, exhibits, or other presentations as described as Deliverables under SCOPE OF SERVICES ("Documents") will be furnished by CONSULTANT to CITY upon completion of the various tasks. Whether the Documents are submitted in electronic media or in tangible format, any use of the Documents on another project or on extensions of this project beyond the use for which they were intended, or any modification of the Documents, or conversion of the Documents to an alternate system or format will be without liability or legal exposure to CONSULTANT. CITY will assume all risks associated with such use, modifications, or conversions. CONSULTANT may remove from the electronic Documents delivered to CITY all references to CONSULTANT's involvement and will retain a tangible copy of the Documents delivered to CITY which will govern the interpretation of the Documents and the information recorded.

VII. ITEMS AND SERVICES TO BE FURNISHED BY CITY

The CITY will provide the following items and services to CONSULTANT. CONSULTANT is entitled to rely on the accuracy and completeness of the items and services furnished by the CITY.

CITY PROVIDED ITEMS:

1. Printing and mounting displays for Public Meetings.
2. Site plans for proposed, future, or recently constructed buildings or developments in the project area.
3. Available record drawings and information on the current project and on public works and/or private projects in the immediate vicinity.

VIII. EXTRA WORK

All work not described above will be considered Extra Work. At the request of the CITY, the CONSULTANT will perform Extra Work as a supplement to this Agreement. This work may include:

1. An Access Hearing; and
2. Adding the design of other corridor improvements to the project.

IX. TIME FOR COMPLETION

After the PROJECT kickoff meeting is held, ***a schedule will be prepared based on CITY and CONSULTANT feedback.*** Following is an estimated PROJECT schedule:

Task	Timeframe
Project management and Quality Control	November 2018 to December 2019
CITY and WSDOT Coordination	November 2018 to December 2019
Right of- way Appraisal and Acquisition	December 2018 to December 2019
Supplemental Design and Cadastral Surveying	February 2019 – or earlier weather permitting
Geotechnical Borings	February 2019 – or earlier weather permitting
60% Design Package	November 2018 to April 2019
Open House #1	T.B.D.
100% Design Package	May 2019 to October 2019
Project Development Approval	October 2019
Ad-ready PS&E Package for Bid	November 2019
Right-of-Way Certification	November 2019
Bid Advertisement	January 2020

X. MANAGEMENT RESERVE FUND

A Management Reserve Fund (MRF) will be created in accordance with the LAG Manual to account for any unanticipated needs outside of the above listed Scope of Services. This fund can only be utilized with advance written authorization by the CITY.

End of Scope of Services

City of Kennewick
US 395 & Ridgeline Drive Grade Separation
Phase II - Design, Right-of-Way Acquisition, and PS&E

17-Oct-18

David Evans and Associates

Classification	Hrs.	x	Direct Rate	=	Cost	
1 Project Manager (PMGR)	521		\$75.02		\$39,085	HGH Greg Holder
2 Engineer V - Roadway QC	36		\$61.50		\$2,214	Rusty LEAHY
3 Engineer VI - Drainage QC	14		\$74.94		\$1,049	JMST Jim St. John
4 Engineer VI - WSDOT QC	22		\$74.30		\$1,635	Manuel Feliberti
5 Engineer V	7		\$57.24		\$401	VXV Victor Vaskellis
6 Engineer V	692		\$60.00		\$41,520	DLWI David Witthaus
7 Engineer IV	57		\$51.56		\$2,939	Anthony Wilen
8 Engineer IV	236		\$50.00		\$11,800	JECL Jerremy Clark
9 Engineer IV	1474		\$44.00		\$64,856	HRC Heather Calkins
10 Engineer IV	35		\$42.00		\$1,470	Martin Plass
11 Roadway CADD	676		\$27.50		\$18,590	Patrick Cooksey
12 Sr. Bridge Engineer - Task Lead	231		\$68.78		\$15,888	JPME Jake Menard
13 Sr. Bridge QC Engineer	166		\$64.34		\$10,680	Patrick Montemerlo
14 Sr. Bridge Engineer	350		\$52.94		\$18,529	EJF Eric Ferluga
15 Bridge Engineer	570		\$26.26		\$14,968	Tim Zanoni
16 Roadway Designer	0		\$48.50		\$0	PAW Patrick Wolf
17 Bridge CADD Technician	641		\$37.74		\$24,191	Randy Artman
18 CADD Technician	215		\$40.26		\$8,656	CAK Chad Karns
19 CADD Technician	372		\$27.00		\$10,044	RVB Rachel Borja
20 Graphics Specialist	60		\$44.90		\$2,694	Orion Ahrensfield
21 GIS Analyst	8		\$40.00		\$320	KSKR Kayla Kruse
22 Party Chief	0		\$33.00		\$0	MJSM Mark Smith
23 Sr. Prof. Land Surveyor	28		\$60.50		\$1,694	DDHA Duffy Haggarty
24 Prof. Land Surveyor	59		\$42.00		\$2,478	Gilbert Bailey
25 Party Chief	72		\$33.00		\$2,376	MJSM Mark Smith
27 Office Survey Technician	117		\$34.00		\$3,978	KMD Kyle McNaught-Davis
28 Field Survey Technician	76		\$33.00		\$2,508	JLMI Josh Miller
29 Administrative Assistant	45		\$27.00		\$1,215	MESM Michelle Smith
30 Administrative Assistant	2		\$25.76		\$52	SRKU Shawna Kurimura
31 Project Accountant	28		\$33.48		\$937	Melissa Fleck
32	0				\$0	
Total Hrs.		6810				

Salary Cost				\$	306,768
Salary Escalation Cost (estimated)					
Escalation - % of Labor Cost	3%	per year @	0.7	year(s)	\$6,371
Total Salary Cost				\$	313,139
Overhead Cost @	177.14%	of Direct Labor		\$	554,695
Net Fee @	30.0%	of Direct Labor		\$	93,942
Total Overhead & Net Fee Cost				\$	648,636

Direct Expenses	No.	Unit	Each	Cost	
Reproduction Costs					
Copies	0	pages @	\$0.06 /page	\$ -	
Reports	0	reports @	\$15 /report	\$ -	
Plans	0	sets @	\$2 /set	\$ -	
Mounted Exhibits	7	Each @	\$30 /board	\$ 210.00	
Parking	0	Day @	\$8	\$ -	
3D Laser Scanner Fees	2	Each @	\$680.00	\$ 1,360.00	
Mail/Deliveries/Fed Ex	0	Each @	\$20	\$ -	
Certified Mail	6	Each @	\$6	\$ 36.00	
Per Diem (Partial Days)	8	Each @	\$49.50	\$ 396.00	
Per Diem (Full Days)	12	Each @	\$66	\$ 792.00	
Lodging	12	Each @	\$97	\$ 1,164.00	
Mileage	7100	miles @	\$0.545 /mile	\$ 3,869.50	

Subtotal	\$	7,828
Prime Compensation for Subconsultant Cost	\$	12,350
David Evans and Associates Total	\$	981,953

Subconsultants

	\$ Total
Shannon and Wilson	\$ 127,054
Epic Land Solutions	\$ 128,070
MacKay Sposito	\$ 53,620
Subconsultant Total	\$ 308,743

Direct Expenses Sub-Total (including Subconsultants)	\$	328,921
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Total Costs	\$	1,290,697
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City of kennewick , Benton County
City of kennewick , Benton County
City of kennewick , Benton County

[illegible]

David Evans and Associates		1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	27	28	29	30	31	32						
Work Element #	Work Element	Project Manager (PMGR)	Engineer V - Roadway QC	Engineer VI - Drainage QC	Engineer VI - WSDOT QC	Engineer V	Engineer V	Engineer IV	Engineer IV	Engineer IV	Engineer IV	Roadway CADD	Sr. Bridge Engineer - Task Lead	Sr. Bridge QC Engineer	Sr. Bridge Engineer	Bridge Engineer	Roadway Designer	Bridge CADD Technician	CADD Technician	CADD Technician	Graphics Specialist	GIS Analyst	Party Chief	Sr. Prof. Land Surveyor	Prof. Land Surveyor	Party Chief	Office Survey Technician	Field Survey Technician	Administrative Assistant	Administrative Assistant	Project Accountant	0	DEA	DEA Dollars	DEA Dollars	% of		
		hrs	hrs	hrs	hrs	hrs	hrs	hrs	hrs	hrs	hrs	hrs	hrs	hrs	hrs	hrs	hrs	hrs	hrs	hrs	hrs	hrs	hrs	hrs	hrs	hrs	hrs	hrs	hrs	hrs	hrs	hrs	hrs	Total hrs	Total \$ w/out escalation	Total \$ w/ escalation	Total Hours	
		direct rates	hrs	hrs	hrs	hrs	hrs	hrs	hrs	hrs	hrs	hrs	hrs	hrs	hrs	hrs	hrs	hrs	hrs	hrs	hrs	hrs	hrs	hrs	hrs	hrs	hrs	hrs	hrs	hrs	hrs	hrs	hrs	hrs	hrs	hrs	hrs	
8.3.1	Additional Research																																		11	\$1,365	\$1,397	0.16%
8.3.2	Field Survey																																		46	\$4,942	\$5,074	0.68%
8.3.3	Develop Additional ROW Determination																																		38	\$5,111	\$5,220	0.56%
8.3.4	Amended Record of Survey of Existing ROW																																		44	\$5,166	\$5,293	0.65%
8.3.5	Set Missing Monumentation for Existing ROW																																		23	\$2,471	\$2,537	0.34%
8.3.6	Add Boundary/ROW Linework into Base Mapping Products																																		24	\$2,718	\$2,767	0.35%
8.3.7	Update Existing Control Diagram																																		6	\$733	\$750	0.09%
																																			0	\$0	\$0	0.00%
	Work Element 8.0 Total		2	0	0	0	0	2	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	28	59	72	117	76	11	0	0	0	367	\$41,774	\$42,829	5.39%	
9.0	60% Design																																					
9.1	Title and Index/Vicinity Map - 2 Shts		1				2					4																							7	\$937	\$957	0.10%
9.2	Roadway Typical Sections - 12 Shts		5				15				48	28																							96	\$12,768	\$13,044	1.41%
9.3	Roadway Alignment, Paving Plan, and Profile Sheets		16	0	0	0	48	0	0	156	0	94	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	314	\$41,554	\$42,456	4.61%	
9.3.1	Alignment Plan Sheets - 9 Shts		4				12			36	22																								74	\$9,856	\$10,069	1.09%
9.3.2	Roadway Paving Plan and Profile Sheets - 29 Shts		12				36			120	72																								240	\$31,698	\$32,387	3.52%
9.4	Drainage Plans - 6 Shts		4				14			45	27																								90	\$11,864	\$12,122	1.32%
9.5	Final Drainage Report									32																									40	\$6,166	\$6,281	0.59%
9.6	Pavement Marking, Signing, and Sign Structure Plans - 9 Shts			8						18	9										27	54													108	\$11,742	\$12,052	1.59%
9.7	Illumination Design and Plans - 8 Shts							24	24	8											32	40													128	\$15,792	\$16,160	1.88%
9.8	Signal Modification Plans - 7 Shts								35	14												35													105	\$12,680	\$12,982	1.54%
9.9	Traffic Control Plans - 20 Shts		14				42			140	84										21	35													280	\$36,981	\$37,785	4.11%
9.10	Site Preparation Plans - 9 Shts		4				10			36	22																								72	\$9,488	\$9,695	1.06%
9.11	Preliminary Waterline Relocation and Extension Plans - 2 Shts		2				12			26																									40	\$6,186	\$6,301	0.59%
9.12	Preliminary Utility Plans - 9 Shts		4				14			45	27																								90	\$11,864	\$12,122	1.32%
9.13	Landscape Plans - MS - 4 Shts																																		0	\$0	\$0	0.00%
9.14	Bridge Design and Sheets - 15 Shts												40		75	150		225																490	\$58,824	\$60,232	7.20%	
9.15	Detail Sheets		10	0	0	0	32	0	0	105	0	63	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	210	\$27,712	\$28,316	3.08%	
9.15.1	Drainage Detail Sheets - 6 Shts		4				14			45	27																								90	\$11,864	\$12,122	1.32%
9.15.2	Roundabout Detail Sheets - 10 Shts		6				18			60	36																								120	\$15,849	\$16,194	1.76%
9.16	Preliminary Special Provisions		8				18						4		12																				42	\$7,957	\$8,077	0.62%
9.17	Preliminary Opinion of Probable Costs		4				8			16	8	2		8																					46	\$6,957	\$7,089	0.68%
9.18	Basis of Estimate		2				8																												10	\$1,935	\$1,964	0.15%
9.19	Preliminary Design Submittal QC		18	18		9	9			8			8	40		8	8		8																102	\$20,854	\$21,148	0.15%
9.20	Submit 60% Design Package		2				8			8			4			8	8		8																46	\$6,735	\$6,867	0.68%
9.21	60% Design Review and Comment Resolution Meeting		10				18		8	18			8		10	4																			80	\$13,253	\$13,483	1.17%
	Work Element 9.0 Total		104	18	8	9	0	258	24	85	675	31	357	66	40	113	162	0	233	80	129	0	0	0	0	0	0	0	0	4	0	0	0	2396	\$322,248	\$329,133	35.18%	
10.0	Appraise and Acquire ROW																																					
10.1	Real Estate Services Management																																		0	\$0	\$0	0.00%
10.2	Appraisal and Appraisal Review																																		0	\$0	\$0	0.00%
10.3	Acquisition and Negotiation Services																																		0	\$0	\$0	0.00%
	Work Element 10.0 Total		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	\$0	0.00%
11.0	100% Design																																					
11.1	Title, Index, and Vicinity Map Sheets - 2 Shts						1				1																								2	\$269	\$274	0.03%
11.2	Survey Control and Found Monuments - 6 Shts										4																								6	\$706	\$724	0.09%
11.3	Roadway Typical Sections - 12 Shts		2				6			24	16																								48	\$6,161	\$6,299	0.70%
11.4	Alignment Plan/ROW Sheets - 9 Shts		2				6			18	10																								36	\$4,844	\$4,947	0.53%
11.5	Site Preparation Plans - 9 Shts		2				6			18	10																								36	\$4,844	\$4,947	0.53%
11.6	Roadway Paving Plan/Profile Sheets - 29 Shts		12				36			116	68																								232	\$30,819	\$31,486	3.41%
11.7	Paving and Other Roadway/RAB Details - 16 DEA, 2 MS Shts		6				18			64	40																								128	\$16,727	\$17,095	1.88%
11.8	TESC Plans - 9 Shts		4				12			38	54																								108	\$12,829	\$13,140	1.59%
11.9	TESC Narrative									16																									18	\$2,531	\$2,583	0.26%
11.10	Drainage Plans - 6 Shts		2				6			24	16																								48	\$6,161	\$6,299	0.70%
11.11	Waterline Relocation Plans - 2 Shts		1				2			6	3																								12	\$1,663	\$1,698	0.18%
11.12	Utility Plans - 9 Shts		2				6			27	19																								54	\$6,820	\$6,975	0.79%
11.13	Utility Hearing Waivers		2				12																															

David Evans and Associates		1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	27	28	29	30	31	32						
Work Element #	Work Element	Project Manager (PMGR)	Engineer V - Roadway QC	Engineer VI - Drainage QC	Engineer VI - WSDOT QC	Engineer V	Engineer V	Engineer IV	Engineer IV	Engineer IV	Engineer IV	Roadway CADD	Sr. Bridge Engineer - Task Lead	Sr. Bridge QC Engineer	Sr. Bridge Engineer	Bridge Engineer	Roadway Designer	Bridge CADD Technician	CADD Technician	CADD Technician	Graphics Specialist	GIS Analyst	Party Chief	Sr. Prof. Land Surveyor	Prof. Land Surveyor	Party Chief	Office Survey Technician	Field Survey Technician	Administrative Assistant	Administrative Assistant	Project Accountant	0	DEA	DEA Dollars	DEA Dollars	% of		
	direct rates	\$75.02	\$81.50	\$74.94	\$74.30	\$67.24	\$60.00	\$51.56	Total	Total	Total	Total	\$68.74	Total	\$67.84	\$26.26	\$48.50	\$37.74	\$40.28	\$27.00	\$44.00	\$40.00	\$33.00	\$60.50	\$42.00	\$33.00	\$34.00	\$33.00	\$27.00	\$26.76	\$33.48	\$0.00	Total	Total \$ w/out escalation	Total \$ w/ escalation	Total Hours		
11.26	Project Development Approval	4			4		12																											20	\$4,046	\$4,103	0.29%	
11.27	100% Design Review Meeting	12					24		16	18			8																8					86	\$14,431	\$14,678	1.26%	
																																	0	\$0	\$0	0.00%		
	Work Element 11.0 Total	96	18	0	13	0	243	33	110	478	4	277	84	118	200	368	0	360	125	195	0	0	0	0	0	0	0	0	16	0	0	0	2736	\$361,574	\$369,437	40.18%		
																																	0	\$0	\$0	0.00%		
12.0	Ad Ready Design																																0	\$0	\$0	0.00%		
12.1	Prepare PS&E Package	16	0	0	0	0	40	0	10	64	0	0	22	8	30	40	0	48	10	48	0	0	0	0	0	0	0	0	0	0	0	0	336	\$46,356	\$47,322	4.93%		
12.1.1	Plans	6					16		8	48			8		16	40		40	10	48														240	\$29,418	\$30,108	3.52%	
12.1.2	Specifications and Proposal	4					8		4				4		4																			24	\$4,432	\$4,501	0.35%	
12.1.3	Construction Time Determination CPD						4						2		2																			8	\$1,485	\$1,508	0.12%	
12.1.4	QC of PS&E	4					4		2	4			4	8	4			4																34	\$6,046	\$6,144	0.50%	
12.1.5	Submit Ad-ready PS&E Package	2					8			8			4		4			4																30	\$4,975	\$5,062	0.44%	
12.2	Resident Engineer Files	8	0	0	0	0	22	0	0	110	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	140	\$20,763	\$21,185	2.06%		
12.2.1	Cross Sections	2					4			40																									46	\$6,604	\$6,736	0.68%
12.2.2	Grade Books for the Project	2					2			30																									34	\$4,884	\$4,981	0.50%
12.2.3	Roadway Quantity Worksheets	2					4			24																									30	\$4,441	\$4,528	0.44%
12.2.4	Compiled Project Information	2					12			16																									30	\$4,835	\$4,921	0.44%
12.3	Bid Assistance	4					20			8			8																						40	\$7,378	\$7,493	0.59%
	Work Element 12.0 Total	28	0	0	0	0	82	0	10	182	0	0	30	8	30	40	0	48	10	48	0	0	0	0	0	0	0	0	0	0	0	0	516	\$74,498	\$75,981	7.58%		
	PRIME COMPENSATION FOR SUB. COST EXPENSES																																0	\$12,350	\$12,350	0.00%		
	SALARY ESCALATION																																		\$19,569	\$7,828	0.00%	
PROJECT WORK ELEMENTS TOTALS		521	36	14	22	7	692	57	236	1474	35	676	231	166	350	570	0	641	215	372	60	8	0	28	59	72	117	76	45	2	28	0	6810	\$981,953	\$981,953	100.00%		

City of Kennewick
US 395 & Ridgeline Drive Grade Separation
Phase II - Design, Right-of-Way Acquisition, and PS&E

Shannon and Wilson

	Classification	Hrs.	x	Direct Rate	=	Cost
1	Officer	12		\$ 86.66		\$1,040
2	Sr. Associate	9		\$ 69.77		\$628
3	Associate	79		\$ 63.14		\$4,988
4	Sr. Professional III	146		\$ 50.62		\$7,391
5	Sr. Professional II	0		\$ 48.47		\$0
6	Sr. Professional I	0		\$ 43.16		\$0
7	Professional IV	165		\$ 40.08		\$6,613
8	Professional III	0		\$ 37.57		\$0
9	Professional II	0		\$ 29.00		\$0
10	Professional I	0		\$ 27.50		\$0
11	CAD Technician	6		\$ 35.76		\$215
12	Admin/Clerical	36		\$ 29.54		\$1,063
13		0				\$0
14		0				\$0

Total Hrs. 453

Salary Cost **\$ 21,938**

Salary Escalation Cost (estimated)

Escalation - % of Labor Cost 3% per year @ 1.0 year(s) \$658

Total Salary Cost **\$ 22,596**

Overhead Cost @ 192.13% of Direct Labor **\$ 43,413**

Net Fee @ 30.0% of Direct Labor **\$ 6,779**

Total Overhead & Net Fee Cost **\$ 50,192**

Direct Expenses	No.	Unit	Each	Cost
Reproduction Costs				
Copies	200	pages @	\$0.06 /page	\$ 12.00
Reports	4	reports @	\$15 /report	\$ 60.00
Drilling Subcontractor	1	Each @	\$30,996	\$30,996.00
Excavation Subcontractor	1	Each @	\$2,320	\$ 2,320.00
Traffic Control	1	Each @	\$3,950	\$ 3,950.00
Laboratory Testing	1	Each @	\$16,360	\$16,360.00
Field Consumables	1	Each @	\$350	\$ 350.00
Mileage	400	miles @	\$0.545 /mile	\$ 218.00
Subtotal				\$ 54,266

Shannon and Wilson Total **\$ 127,054**

City of Kennewick
US 395 & Ridgeline Drive Grade Separation
Phase II - Design, Right-of-Way Acquisition, and PS&E

Shannon and Wilson		1	2	3	4	5	6	7	8	9	10	11	12	Shannon and Wilson	S&W Dollars	S&W Dollars	% of
Work Element #	Work Element	Officer	Sr. Associate	Associate	Sr. Professional III	Sr. Professional II	Sr. Professional I	Professional IV	Professional III	Professional II	Professional I	CAD Technician	Admin/Clerical				
	direct rates:	\$86.66	\$69.77	\$63.14	\$50.62	\$48.47	\$43.16	\$40.08	\$37.57	\$29.00	\$27.50	\$35.76	\$29.54				
		Total hrs	Total hrs	Total hrs	Total hrs	Total hrs	Total hrs	Total hrs	Total hrs	Total hrs	Total hrs	Total hrs	Total hrs	Total hrs	Total \$ w/out escalation	Total \$ w/ escalation	Total Hours
5.0	Geotechnical Engineering																
5.1	Field Work	0	3	3	12	0	0	91	0	0	0	0	8	117	\$15,751	\$16,299	25.83%
5.1.1	Utility Locate				2			7						9	\$1,230	\$1,272	1.99%
5.1.2	Explorations	0	3	3	10	0	0	84	0	0	0	0	8	108	\$14,522	\$15,027	23.84%
0.0	Drilled Borings		2	2	6			58					4	72	\$9,704	\$10,041	15.89%
0.0	Test Pits			1	2			18					2	23	\$3,044	\$3,151	5.08%
0.0	Observation													0	\$0	\$0	0.00%
0.0	Traffic Control		1		2			8					2	13	\$1,774	\$1,835	2.87%
5.2	Laboratory Testing				2			4					2	8	\$1,033	\$1,070	1.77%
5.3	Engineering Analysis and Report	8	6	40	120			70				6	16	266	\$42,536	\$43,781	58.72%
5.4	Geotechnical Coordination	4		36	12								10	62	\$11,347	\$11,637	13.69%
	Work Element 5.0 Total	12	9	79	146	0	0	165	0	0	0	6	36	453	\$70,668	\$72,787.72	100.00%
														0			0.00%
	EXPENSES														\$54,266	\$54,266	0.00%
	SALARY ESCALATION														\$2,120		0.00%
PROJECT WORK ELEMENTS TOTALS		12	9	79	146	0	0	165	0	0	0	6	36	453	\$127,054	\$127,054	100.00%

City of Kennewick
US 395 & Ridgeline Drive Grade Separation
Phase II - Design, Right-of-Way Acquisition, and PS&E

Epic Land Solutions

	Classification	Hrs.	x	Direct Rate	=	Cost
1	Principal In Charge	10		\$ 64.90		\$649
2	Advisory manager	50		\$ 60.10		\$3,005
3	Senior Agent/Project Manager	400		\$ 31.25		\$12,500
4	Project Support	150		\$ 15.00		\$2,250
5	Finance and Project Controls	15		\$ 38.46		\$577
6		0				\$0
7		0				\$0

Total Hrs. 625

Salary Cost **\$ 18,981**

Salary Escalation Cost (estimated)

Escalation - % of Labor Cost 3% per year @ 1.0 year(s) \$569

Total Salary Cost **\$ 19,550**

Overhead Cost @ 178.50% of Direct Labor **\$ 34,897**

Net Fee @ 25.0% of Direct Labor **\$ 4,888**

Total Overhead & Net Fee Cost **\$ 39,785**

Direct Expenses	No.	Unit	Each	Cost
Mail/Deliveries/Fed Ex	30	@	\$20	\$ 600.00
Online Data Services	15	Each @	\$100	\$ 1,500.00
Appraisals and Appraisal Reviews *	10	Each @	\$6,000	\$60,000.00
Project Funding Estimate	1	Each @	\$5,000	\$ 5,000.00
Mileage	3000	miles @	\$0.545 /mile	\$ 1,635.00
Subtotal				\$ 68,735

*Appraisals at \$4500 each

*Appraisal Reviews @ \$1500 each

Epic Land Solutions Total **\$ 128,070**

City of Kennewick
US 395 & Ridgeline Drive Grade Separation
Phase II - Design, Right-of-Way Acquisition, and PS&E

Epic Land Solutions

Work Element #	Work Element	1	2	3	4	5	6	Epic	Epic Dollars	Epic Dollars	% of
		Principal In Charge	Advisory manager	Senior Agent/Project Manager	Project Support	Finance and Project Controls	0				
	direct rates:	\$64.90	\$60.10	\$31.25	\$15.00	\$38.46	\$0.00				
		Total hrs	Total hrs	Total hrs	Total hrs	Total hrs	Total hrs	Total hrs	Total \$ w/out escalation	Total \$ w/ escalation	Total Hours
								0	\$0		0.00%
								0	\$0	\$0	0.00%
10.0	Appraise and Acquire ROW							0	\$0	\$0	0.00%
10.1	Real Estate Services Management	5	20	200	50	15		290	\$27,629	\$28,431	46.40%
10.2	Appraisal and Appraisal Review		10					10	\$1,824	\$1,852	1.60%
10.3	Acquisition and Negotiation Services	5	20	200	100			325	\$28,154	\$29,053	52.00%
								0	\$0	\$0	0.00%
	Work Element 10.0 Total	10	50	400	150	15	0	625	\$57,607	\$59,335	100.00%
	EXPENSES								\$68,735	\$68,735	0.00%
	SALARY ESCALATION								\$1,728		0.00%
PROJECT WORK ELEMENTS TOTALS		10	50	400	150	15	0	625	\$ 128,070	\$ 128,070	100.00%

City of Kennewick
US 395 & Ridgeline Drive Grade Separation
Phase II - Design, Right-of-Way Acquisition, and PS&E

MacKay Sposito

	Classification	Hrs.	x	Direct Rate	=	Cost
1	Landscape Manager	128		\$ 57.69		\$7,384
2	Landscape Designer II	236		\$ 24.50		\$5,782
3	Landscape Architect I	72		\$ 36.00		\$2,592
4	Public Involvement Manager	18		\$ 39.42		\$710
5	Public Involvement Coordinator	20		\$ 28.00		\$560
6	Creative Designer	24		\$ 25.00		\$600
7		0				\$0

Total Hrs. 498

Salary Cost **\$ 17,628**

Salary Escalation Cost (estimated)

Escalation - % of Labor Cost 3% per year @ 0.7 year(s) \$370

Total Salary Cost **\$ 17,998**

Overhead Cost @ 164.04% of Direct Labor **\$ 29,524**

Net Fee @ 30.0% of Direct Labor **\$ 5,399**

Total Overhead & Net Fee Cost **\$ 34,923**

Direct Expenses	No.	Unit	Each	Cost
Per Diem (Partial Days)	0	Each @	\$49.50	\$ -
Per Diem (Full Days)	1	Each @	\$66	\$ 66.00
Lodging	2	Each @	\$97	\$ 194.00
Refreshments for Open House	1	Each @	\$50	\$ 50.00
Boards for Open House	6	Each @	\$25	\$ 150.00
Mileage	436	miles @	\$0.545 /mile	\$ 237.62
Subtotal				\$ 698

MacKay Sposito Total **\$ 53,620**

City of Kennewick
US 395 & Ridgeline Drive Grade Separation
Phase II - Design, Right-of-Way Acquisition, and PS&E

MacKay Sposito

Work Element #	Work Element	1	2	3	4	5	6	MacKay Sposito	MSI Dollars	MSI Dollars	% of Total Hours
		Landscape Manager	Landscape Designer II	Landscape Architect I	Public Involvement Manager	Public Involvement Coordinator	Creative Designer				
	direct rates:	\$57.69	\$24.50	\$36.00	\$39.42	\$28.00	\$25.00				
		Total hrs	Total hrs	Total hrs	Total hrs	Total hrs	Total hrs	Total hrs	Total \$ w/out escalation	Total \$ w/ escalation	Total Hours
								0	\$0		0.00%
2.0	Coordination and Meetings							0	\$0	\$0	0.00%
2.1	Kick off Meeting	2			2			4	\$571	\$580	0.80%
2.2	City Coordination							0	\$0	\$0	0.00%
2.3	Consultant Team Coordination and Meetings	13			6			19	\$2,901	\$2,942	3.82%
2.4	City Council Meetings							0	\$0	\$0	0.00%
2.5	Project Design Team Meetings	17			2			19	\$3,116	\$3,157	3.82%
	Work Element 2.0 Total	32	0	0	10	0	0	42	\$6,587	\$6,679	8.43%
6.0	Landscape Architecture Concepting							0	\$0	\$0	0.00%
6.1	Entry Monument Signage Coordination	4	8					12	\$1,255	\$1,281	2.41%
6.2	Conceptual Landscape Architecture for Stormwater Swales	4	16	8				28	\$2,678	\$2,739	5.62%
6.3	Conceptual Landscape Architecture for Bridge Entry/Hardscape	4	24	8				36	\$3,254	\$3,333	7.23%
6.4	Concepts for Landscape Restoration	4	16	8				28	\$2,678	\$2,739	5.62%
	Work Element 6.0 Total	16	64	24	0	0	0	104	\$9,865	\$10,092	20.88%
7.0	Public Involvement Program							0	\$0	\$0	0.00%
7.1	Public Open Houses	6			8	20	24	58	\$5,356	\$5,483	11.65%
7.2	Design Visualization	2	4					6	\$627	\$641	1.20%
	Work Element 7.0 Total	8	4	0	8	20	24	64	\$5,983	\$6,123	12.85%
9.0	60% Design							0	\$0	\$0	0.00%
9.1	Title and Index/Vicinity Map - 2 Shts							0	\$0	\$0	0.00%
9.2	Roadway Typical Sections - 12 Shts							0	\$0	\$0	0.00%
9.3	Roadway Alignment, Paving Plan, and Profile Sheets	0	0	0	0	0	0	0	\$0	\$0	0.00%
9.3.1	Alignment Plan Sheets - 9 Shts							0	\$0	\$0	0.00%
9.3.2	Roadway Paving Plan and Profile Sheets - 29 Shts							0	\$0	\$0	0.00%
9.4	Drainage Plans - 6 Shts							0	\$0	\$0	0.00%
9.5	Final Drainage Report							0	\$0	\$0	0.00%
9.6	Pavement Marking, Signing, and Sign Structure Plans - 9 Shts							0	\$0	\$0	0.00%
9.7	Illumination Design and Plans - 8 Shts							0	\$0	\$0	0.00%
9.8	Signal Modification Plans - 7 Shts							0	\$0	\$0	0.00%
9.9	Traffic Control Plans - 20 Shts							0	\$0	\$0	0.00%
9.10	Site Preparation Plans - 9 Shts							0	\$0	\$0	0.00%
9.11	Preliminary Waterline Relocation and Extension Plans - 2 Shts							0	\$0	\$0	0.00%
9.12	Preliminary Utility Plans - 9 Shts							0	\$0	\$0	0.00%
9.13	Landscape Plans - MS - 4 Shts	12	40	16				68	\$6,611	\$6,759	13.65%
9.14	Bridge Design and Sheets - 15 Shts							0	\$0	\$0	0.00%
9.15	Detail Sheets	0	0	0	0	0	0	0	\$0	\$0	0.00%
9.15.1	Drainage Detail Sheets - 6 Shts							0	\$0	\$0	0.00%
9.15.2	Roundabout Detail Sheets - 10 Shts							0	\$0	\$0	0.00%
9.16	Preliminary Special Provisions	8						8	\$1,357	\$1,375	1.61%
9.17	Preliminary Opinion of Probable Costs	4	8					12	\$1,255	\$1,281	2.41%
9.18	Basis of Estimate							0	\$0	\$0	0.00%
9.19	Preliminary Design Submittal QC							0	\$0	\$0	0.00%
9.20	Submit 60% Design Package							0	\$0	\$0	0.00%
9.21	60% Design Review and Comment Resolution Meeting	2						2	\$339	\$344	0.40%
	Work Element 9.0 Total	26	48	16	0	0	0	90	\$9,562	\$9,759	18.07%
10.0	Appraise and Acquire ROW							0	\$0	\$0	0.00%
10.1	Real Estate Services Management							0	\$0	\$0	0.00%
10.2	Appraisal and Appraisal Review							0	\$0	\$0	0.00%
10.3	Acquisition and Negotiation Services							0	\$0	\$0	0.00%

MacKay Sposito		1	2	3	4	5	6				
Work Element #	Work Element	Landscape Manager	Landscape Designer II	Landscape Architect I	Public Involvement Manager	Public Involvement Coordinator	Creative Designer	MacKay Sposito	MSI	MSI	% of
	direct rates:	\$57.69	\$24.50	\$36.00	\$39.42	\$28.00	\$25.00		Dollars	Dollars	
		Total hrs	Total hrs	Total hrs	Total hrs	Total hrs	Total hrs	Total hrs	Total \$ w/out escalation	Total \$ w/ escalation	Total Hours
	Work Element 10.0 Total	0	0	0	0	0	0	0	\$0	\$0	0.00%
11.0	100% Design							0	\$0	\$0	0.00%
11.1	Title, Index, and Vicinity Map Sheets - 2 Shts							0	\$0	\$0	0.00%
11.2	Survey Control and Found Monuments - 6 Shts							0	\$0	\$0	0.00%
11.3	Roadway Typical Sections - 12 Shts							0	\$0	\$0	0.00%
11.4	Alignment Plan/ROW Sheets - 9 Shts							0	\$0	\$0	0.00%
11.5	Site Preparation Plans - 9 Shts							0	\$0	\$0	0.00%
11.6	Roadway Paving Plan/Profile Sheets - 29 Shts							0	\$0	\$0	0.00%
11.7	Paving and Other Roadway/RAB Details - 16 DEA, 2 MS Shts							0	\$0	\$0	0.00%
11.8	TESC Plans - 9 Shts							0	\$0	\$0	0.00%
11.9	TESC Narrative							0	\$0	\$0	0.00%
11.10	Drainage Plans - 6 Shts							0	\$0	\$0	0.00%
11.11	Waterline Relocation Plans - 2 Shts							0	\$0	\$0	0.00%
11.12	Utility Plans - 9 Shts							0	\$0	\$0	0.00%
11.13	Utility Hearing Waivers							0	\$0	\$0	0.00%
11.14	Landscape Plans - MS 10 Shts	16	80	32				128	\$11,865	\$12,144	25.70%
11.15	Illumination/Signal Modification Plans and Details							0	\$0	\$0	0.00%
11.16	Intersection Plans and Details - 3 Shts							0	\$0	\$0	0.00%
11.17	Pavement Marking, Signing, and Sign Structure Plans - 27 Shts							0	\$0	\$0	0.00%
11.18	Bridge Design	0	0	0	0	0	0	0	\$0	\$0	0.00%
11.18.1	US-395 over Ridgeline Drive Bridge - 29 Shts							0	\$0	\$0	0.00%
11.18.2	Structures QA/QC Documentation							0	\$0	\$0	0.00%
11.18.3	Preliminary Bridge Load Ratings							0	\$0	\$0	0.00%
11.19	Traffic Control Plans - 20 Shts							0	\$0	\$0	0.00%
11.20	Specifications and Proposal	8						8	\$1,357	\$1,375	1.61%
11.21	Contract Time Determination							0	\$0	\$0	0.00%
11.22	Opinion of Probable Cost	4	8					12	\$1,255	\$1,281	2.41%
11.23	Basis of Estimate							0	\$0	\$0	0.00%
11.24	QC review of 100% Design Submittal							0	\$0	\$0	0.00%
11.25	Submit 100% PSE							0	\$0	\$0	0.00%
11.26	Project Development Approval							0	\$0	\$0	0.00%
11.27	100% Design Review Meeting	2						2	\$339	\$344	0.40%
	Work Element 11.0 Total	30	88	32	0	0	0	150	\$14,816	\$15,144	30.12%
12.0	Ad Ready Design							0	\$0	\$0	0.00%
12.1	Prepare PS&E Package	8	16	0	0	0	0	24	\$2,510	\$2,562	4.82%
12.1.1	Plans	4	16					20	\$1,831	\$1,875	4.02%
12.1.2	Specifications and Proposal	4						4	\$679	\$687	0.80%
12.1.3	Construction Time Determination CPD							0	\$0	\$0	0.00%
12.1.4	QC of PS&E							0	\$0	\$0	0.00%
12.1.5	Submit Ad-ready PS&E Package							0	\$0	\$0	0.00%
12.2	Resident Engineer Files	0	0	0	0	0	0	0	\$0	\$0	0.00%
12.2.1	Cross Sections							0	\$0	\$0	0.00%
12.2.2	Grade Books for the Project							0	\$0	\$0	0.00%
12.2.3	Roadway Quantity Worksheets							0	\$0	\$0	0.00%
12.2.4	Compiled Project Information							0	\$0	\$0	0.00%
12.3	Bid Assistance	8	16					24	\$2,510	\$2,562	4.82%
	Work Element 12.0 Total	16	32	0	0	0	0	48	\$5,019	\$5,124	9.64%
	EXPENSES								\$698	\$698	0.00%
	SALARY ESCALATION								\$1,088		0.00%
PROJECT WORK ELEMENTS TOTALS		128	236	72	18	20	24	498	\$53,620	\$53,620	100.00%

Council Agenda Coversheet	Agenda Item Number	6.a.	Council Date	11/06/2018	Consent Agenda	☐
	Agenda Item Type	Public Hearing			Ordinance/Reso	☐
	Subject	2019 HUD Draft Annual Action Plan			Public Mtg / Hrg	☒
	Ordinance/Reso #		Contract #		Other	☐
	Project #		Permit #		Quasi-Judicial	☐
	Department	Management Services				

Recommendation

Staff recommends the approval of the 2019 Draft Community Development Block Grant (CDBG) Annual Action Plan as prepared by the Community Development Block Grant Advisory Committee (Committee) and staff.

Motion for Consideration

I move to approve the 2019 Draft Community Development Block Grant Annual Action Plan and funding recommendation as prepared by the CDBG Committee and staff.

Summary

The City of Kennewick is an entitlement City as granted by the Federal Department of Housing and Urban Development (HUD) and so is an annual recipient of CDBG and HOME funds.

HUD regulations stipulate certain eligible uses for these funds and require the City to submit a 5-year long-range plan as to community needs followed by an Annual Action Plan that specifies how the needs will be addressed using the available funds. The amount of the 2019 grant has not yet been established, but historical indications are that the Block Grant will be approximately \$550,000 with an additional \$175,000 in HOME funds. The Committee held a Public Hearing in the summer to gather community input after which applicants were given a month to submit applications for grant funds. The Committee reviewed the applications and conducted oral presentations / interviews with the applicants.

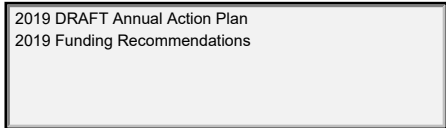
The Committee and staff considered the objectives on the Consolidated Plan and the Allocation Policy as they established the recommendation for the funding summary that is attached. The decision to fund a project was also based on any past experience with the applicant, their ability to obtain funding elsewhere and the benefit to Kennewick low- and moderate-income residents.

Alternatives

Return to Committee for further consideration.

Fiscal Impact

None

Through	Carol Evans Oct 30, 08:40:25 GMT-0700 2018	Attachments: 
Dept Head Approval	Christina Palmer Oct 30, 11:07:32 GMT-0700 2018	
City Mgr Approval	Marie Mosley Nov 01, 11:10:35 GMT-0700 2018	
		☐ Recording Required?



2019 ANNUAL ACTION PLAN

Supplement to
2015 – 2019 Consolidated Plan

For further information contact:

Carol Hughs Evans
City of Kennewick
Community & Corporate Services
P.O. Box 6108
210 West 6th Avenue
Kennewick, WA 99336
(509) 585-4432



FIFTH YEAR ACTION PLAN

INTRODUCTION (AP15)

The Cities of Richland, Kennewick and Pasco are entitlement communities under Title 1 of the Housing and Community Development Act of 1974. Each city is eligible to receive federal funds annually from the US Department of Housing and Urban Development (HUD) under the Community Development Block Grant (CDBG) Program. Each city is separately responsible for planning and administering housing and community development activities within their jurisdiction, and implementing, monitoring, and reporting to HUD on the use of CDBG funds.

Richland, Kennewick and Pasco, as contiguous units of local government, entered into a Cooperative Agreement in 1995 to form the Tri-Cities HOME Consortium. The agreement was amended in 2007 to include an automatic renewal clause. At least every three years the Cooperative Agreement is re-evaluated by each city to determine continued participation in the Consortium and to propose change. The Tri-Cities HOME Consortium is eligible to receive annual federal HOME dollars from HUD under the HOME Investment Partnership Program authorized under Title II of the Cranston-Gonzalez National Affordable Housing Act, as amended. Richland serves as the lead entity for the Tri-Cities HOME Consortium, and acts as the administrative, monitoring and reporting agency to HUD.

As each of the three cities share a common set of goals and directions for meeting the community development and affordable housing needs of lower income persons, the cities collaboratively prepared a 2015-2019 Tri-Cities Regional Consolidated Plan. The Plan provides the community with an assessment of needs and market conditions, establishes priority needs, sets goals to respond to the identified needs, and establishes outcome measures to serve as a basis for developing Annual Action Plans.

The activities proposed in the 2019 Annual Action Plan will be funded by CDBG allocations, program income, and existing unallocated funds. The City of Kennewick also has the option as an entitlement community to apply for a Section 108 Loan guarantee in an amount not to exceed five times its current year annual CDBG allocation.

If the 2019 CDBG funding is above the anticipated amount listed under “Expected Resources”, the additional funds will be applied to the installation of sidewalks where none currently exist. A new project(s) will be determined and go through the prescribed public process; after public input, the funds will be applied to the new project(s) as soon as feasible. Alternatively, if CDBG funding is below the anticipated amount, the shortfall in funds will be covered through the expenditure of existing unallocated previously awarded funds. Should the amount of unallocated funds not be enough to cover the shortfall, the scope of the infrastructure projects will be reduced commensurately and the Public Service project awards will each be reduced to reflect the expenditure of no more than 15% of the entitlement.

EXPECTED RESOURCES**Table 1: Expected Resources Priority Table**

Program	Source of Funds	Uses of Funds	Expected Amount Available Year 3				Amount Available Remainder of Plan	Narrative Description
			Annual Allocation	Program Income	Prior Year Resources	Total		
CDBG	Federal	Admin/Planning Economic Development Public Improvements Public Services	\$550,000**	\$10,000	\$309,600*	\$859,600	\$0	

*Prior year resources include the following unallocated funds:

- Entitlement funds from previous years that were not fully spent down due to projects coming in under budget (i.e. youth recreation scholarships that did not have as many program applicants and participants as expected or Public Works projects that received lower than anticipated bids): \$146,109 – 2016 unallocated funds, \$138,651 – 2017 unallocated funds and \$24,838 – 2018 unallocated funds

****Expected allocations are an estimate only. Final CDBG funding is dependent on final federal allocation which will not be known until 2019.**

Leveraging Funds and Matching Requirements (AP15)

The Cities of Richland, Kennewick and Pasco are supportive of efforts by other agencies to apply for or leverage other funding sources that might become available during the year. City staff will be available to provide written and verbal support of projects that will meet a housing and community development need as identified in the 2015-2019 Consolidated Plan, and, within staffing capacity, will assist other organizations that implement portions of the Plan to apply for funds from other local, state, or federal resources.

Each city, as a participating jurisdiction of the Consortium, must make a permanent contribution to show support of affordable housing in the community. The contribution is considered to be a match for federal HOME dollars and must be 25% of the funds drawn from the jurisdiction's HOME Investment Trust Fund Treasury account, excluding funds identified for administering the HOME program and program income. Match obligations are satisfied by permanent non-federal investment in, or contribution to, HOME assisted or HOME eligible projects by reduction or contribution from the City's General or other non-federal funds, reduced cost for land purchased below appraised value, reduced financing fees from lenders and appraisers, grants for affordable housing from non-federal sources, donated construction/housing materials, and volunteer labor.

ANNUAL GOALS AND OBJECTIVES

Table 2: Goals Summary

Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
Community development	2015	2019	Non-housing community development	N/A	Community & economic development	\$373,550	Public facility or infrastructure other than low/moderate-income housing benefit: persons assisted
Homeless & services	2015	2019	Non-homeless special needs	N/A	Homeless & public services	\$77,300	Public services activities other than low/moderate-income housing benefit: persons assisted

PROJECTS

Introduction (AP35)

If any additional amount of funding is required to complete the 2019 infrastructure projects, those funds will come from additional unallocated CDBG entitlement funds or Program Income.

Table 3: Project Information

Project #	Project Name
1	Infrastructure Improvements
a	COK Pedestrian Sidewalk Safety Improvements – S. Fruitland St.
b	COK Community Center Pathway & ADA Entry Vestibule
c	COK Half Street Installation Pedestrian Safety Improvements – Juniper St.
2	Public Service
a	COK Youth Recreation Scholarships
b	ARC Therapeutic Recreation Scholarships
c	Senior Life Resources Meals on Wheels
d	Kennewick Housing Authority Onsite Youth Lending Library
3	CDBG Administration

1a	Project name	COK Pedestrian Crossing Safety Improvements – S. Fruitland Street
	Target area	
	Goals supported	Improve community infrastructure
	Needs addressed	Improve access for persons with disabilities and the elderly by providing sidewalks
	Funding	CDBG : \$88,550
	Description	Install sidewalk
	Location description	Fruitland St. is between Garfield St. & Everett St. north of W. 10 th Ave. and south of W. 6 th Ave.
	Planned activity	See above
	Target date	October 31, 2019
	Indicator/outcome	Suitable living environment

1b	Project name	COK Community Center Pathway & ADA Entry Vestibule
	Target area	
	Goals supported	Improve public facilities
	Needs addressed	Improve access for persons with disabilities and the elderly by replacing the existing automatic 2-door entryway and covering the walkway to the Community Center (location of Senior recreation and activity programs as well as the Senior Meals Service Program)
	Funding	CDBG: \$100,000
	Description	Install ADA compliant entry vestibule and cover walkway to Community Center to protect disabled and seniors from adverse weather conditions
	Location description	500 S. Auburn St.
	Planned activity	See above
	Target date	October 31, 2019
	Indicator/outcome	Increased Accessibility
1c	Project name	COK Half Street Installation Pedestrian Safety Improvements – Juniper Street
	Target area	
	Goals supported	Improve community infrastructure
	Needs addressed	Improve access for persons with disabilities and the elderly by improving streets and providing sidewalks
	Funding	CDBG: \$185,000
	Description	Install half street on Juniper St. north of E. 8 th Ave. to include curb, gutter and sidewalk on one side of the street (an extension of 2018 Juniper St. improvements)
	Location description	S. Juniper Street north of E. 8 th Ave. and south of E. 7 th Ave.
	Planned activity	See above
	Target date	October 31, 2019
	Indicator/outcome	Suitable living environment
2a	Project name	COK Youth Recreation Scholarships
	Target area	
	Goals supported	Support priority public services
	Needs addressed	Improve basic living needs of low- and moderate-income families
	Funding	CDBG: \$34,000
	Description	Support public services for youth
	Location description	Throughout the City
	Planned activity	See above
	Target date	December 31, 2019
	Indicator/outcome	Suitable Living Environment
2b	Project name	ARC Therapeutic Recreation Scholarships
	Target area	
	Goals supported	Support priority public services
	Needs addressed	Improve basic living needs of developmentally disadvantaged
	Funding	CDBG: \$22,500
	Description	Support public services for targeted population
	Location description	Throughout Tri-Cities
	Planned activity	See above
	Target date	December 31, 2019
	Indicator/outcome	Suitable living environment

2c	Project name	Meals on Wheels
	Target area	
	Goals supported	Support priority public services
	Needs addressed	Improve basic living needs of the elderly
	Funding	CDBG: \$19,000
	Description	Support public services for the elderly
	Location description	Senior Center onsite dining room and delivery service the homebound seniors
	Planned activity	See above
	Target date	December 31, 2019
	Indicator/outcome	Suitable living environment
2d	Project name	Kennewick Housing Authority Onsite Youth Lending Library
	Target area	
	Goals supported	Support priority public services
	Needs addressed	Improve basic living needs of low- and moderate-income families
	Funding	CDBG: \$1,800
	Description	Support public services for youth
	Location description	KHA Sunnyslope property – 1915 W. 4 th Place
	Planned activity	See above
	Target date	October 31, 2019
	Indicator/outcome	Suitable Living Environment
3	Project name	CDBG Administration
	Target area	
	Goals supported	Increase and preserve affordable housing choices Community neighborhood & economic development Homeless intervention & prevention and supportive services
	Needs addressed	Suitable living environment and create economic opportunity and improve accessibility
	Funding	CDBG: \$110,000 (not to exceed 20% of entitlement)
	Description	Administration
	Location description	210 W. 6 th Ave.
	Planned activity	Administer, plan and deliver community development programs to ensure compliance and success of programs to benefit low and moderate income people
	Target date	December 31, 2019
	Indicator/outcome	N/A

Allocation Priorities and Barriers (AP35)

Funding priorities are consistent with those stated in the Strategic Plan. The City of Kennewick intends to maximize the use of limited resources to ensure the highest benefit within the capacity to administer the program. Reduced funds have increased the challenge. Given the limited capacity, bricks and mortar projects resulting in visual physical improvements are important when those projects reduce barriers for physically impaired persons; result in the acquisition, construction or improvement to public facilities; and/or, result in neighborhood preservation and revitalization. High priority is also placed on projects that would result in enhancing the economic opportunities of residents.

The City likewise places a priority on bricks and mortar projects that result in the creation or preservation of housing for elderly or populations with special needs and social services projects to address community needs including projects to assist seniors or populations with special needs and disadvantaged youth.

Whenever feasible, projects that leverage additional funds and/or are coordinated with community partners are emphasized and given priority. The City does not anticipate obstacles to meeting the underserved needs addressed in the projects (within the anticipated funding levels).

GEOGRAPHIC DISTRIBUTION (AP50)

All of the City's infrastructure improvements are located east of Highway 395 and north of 10th Avenue. Low and moderate-income Public Service projects are located throughout the City.

AFFORDABLE HOUSING

Introduction (AP55)

Not applicable. No housing activities anticipated with CDBG funds allocated to the City of Kennewick. HOME goals are included in reporting by the City of Richland, the HOME lead.

A goal of the three Cities is to provide decent affordable housing for its residents. To support this effort each city has programs to address this need. The following provides a general overview of the types of programs and projects that supports this effort.

- HOME – Down Payment Assistance Program. Each City provides a down payment program, providing funds for low and moderate income first time homebuyers.
- HOME – CHDO. Support efforts of a CHDO to develop single family homeownership units.

PUBLIC HOUSING

Actions to Support Public Housing Needs (AP60)

The City of Kennewick will help address the needs of public housing and activities in 2019 by continuing to work closely with and supporting efforts of the Kennewick Housing Authority. The City and Authority will continue to coordinate housing activities throughout the City.

There are a variety of assisted affordable housing options available in the Tri-Cities. HUD and the State of Washington (Washington State Housing Trust Funds and Washington State Housing Finance Commission Tax Credits) subsidized housing programs have generated an inventory of housing; the majority of those are family units.

Actions to Encourage Residents (AP60)

The Kennewick Housing Authority Governing Board includes one position designated for a resident representative. That position is currently filled and the resident representative is fully engaged. Public Housing residents are encouraged to attend Resident Council meetings to discuss how to become more self-sufficient. The Kennewick Housing Authority also encourages Section 8 participants to get their “Ducks in a Row for Housing Choice Voucher Homeownership”. This program provides an opportunity to utilize their rental assistance payment for homeownership.

HOMELESS AND OTHER SPECIAL NEEDS ACTIVITIES (AP65)

The three cities will continue to be involved in the Benton Franklin Human Services planning efforts. The BFHS developed a plan for the homeless with the express purpose of giving nonprofit and government agency providers a “road map” of actions to follow to reduce homelessness in Benton and Franklin Counties. The plan is a concerted effort by numerous agencies, including the three cities, to develop a common understanding of the needs of the homeless and to agree upon a coordinated plan to improve services and housing for homeless. The goal of the plan is to move homeless individuals and families through a continuum of housing and supportive services leading them to permanent housing with the highest level of self-sufficiency they can achieve.

Assessing Individual Needs (AP65)

Richland, Kennewick and Pasco will continue to encourage cooperation in sharing information to identify existing resources that might be available to meet the needs of the homeless, or those at risk of becoming homeless. Staff from the City will also participate in and support the annual Point-in-Time Count in Benton and Franklin counties scheduled for January 2019.

Addressing Emergency Shelter and Transitional Housing Needs (AP65)

Emergency Solutions Grant funds are not directly administered by the Continuum of Care. However, the Continuum consults on funding decisions. The cities do not address emergency shelter and transitional housing needs of homeless, except through their involvement with Benton Franklin Community Action Committee (BFCAC) and Benton Franklin Human Services. The three cities do not receive ESG funds but will continue to support the development of homeless housing through community resources such as, potentially, the HOME program and 2060 and 2163 Recording Fee resources, as they have in the past.

Transitions to Permanent Housing and Homeless Prevention (AP65)

Kennewick purchased and rehabilitated a two-story 4-bedroom home to serve as transitional housing for homeless veterans. This facility has been in operation since 2010 and has housed many individuals for varying lengths of time. The facility is run by the Columbia Basin Veterans Coalition.

In 2010 the City purchased and rehabilitated a 4-plex to serve as transitional housing. Two of the units are used for housing victims of domestic violence and the other two are used for housing families recovering from substance abuse. The facility is jointly run by Domestic Violence Services of Benton and Franklin Counties and Elijah Family Homes.

Assistance with Discharge Housing and services (AP65)

Except for involvement with BFCAC, the three Cities don't provide assistance to those being discharged from publicly funded institutions or receiving assistance from public or private agencies.

BARRIERS TO AFFORDABLE HOUSING (AP75)

The purchase price and downpayment of a home generally serves as a significant barrier to affordable homeownership opportunities, particularly for lower income households. Local HUD-funded housing programs provide affordable housing opportunities for lower-income households by financing down payment assistance. Affordable housing opportunities are also available through programs for minor home repairs and weatherization upgrades to existing homes, decreasing energy costs for low income households.

All three cities encourage infill development to preserve older neighborhoods, and support increase of housing densities in areas where adequate public facilities and services (police and fire protection, schools, water, sewer, and drainage) are in place or can easily be provided.

OTHER ACTIONS (AP85)

Because of the layout of the Tri-Cities, Benton and Franklin Counties are taking a more regional approach for addressing obstacles to underserved needs. One of the challenges to meeting underserved needs by any one group is the lack of staff capacity, financial resources, and supportive services necessary to address all needs. The City attends, supports and is an active member of Continuum of Care, an organization comprised of local non-profit, housing, public service, correctional, and government agencies throughout Benton and Franklin counties. By maintaining open communication, collaboration, and partnering efforts among all groups, and reducing duplication of effort, more needs of lower income people can be met.

Actions to Meet Underserved Needs (AP85)

Decent housing can be made available to those below 30% median income by joining forces with community advocates such as Benton Franklin Community Action Committee and the Department of Human Services to provide affordable housing for this underserved population. Typical projects to meet this goal would be family shelter, domestic violence shelter, developmentally disabled and chronically mentally disabled housing, elderly housing, migrant farmworker housing, homeless prevention rapid rehousing programs and state and local housing trust funds. The City supports the efforts of local non-profit agencies to meet needs of underserved populations.

Actions toward Affordable Housing (AP85)

The City will continue to support the efforts of various nonprofit agencies, housing authorities and CHDO's to provide affordable housing opportunities for special needs populations. City staff will be available to assist in identifying potential funding sources and provide technical assistance within staff capacity, and will remain receptive to forming partnerships with other entities to assure vulnerable populations are able to reside in decent, safe housing.

Actions to Reduce Lead-Based Paint Hazards (AP85)

The City will undertake the following actions in program years 2015-2019 to increase community awareness of lead based paint and its hazards. The City will provide education on lead based paint including information on Safe Work Practices, actions to take when rehabbing or remodeling a home, and steps to take if exposure to lead hazards is suspected.

The pamphlets "Renovate Right" and "Protect Your Family from Lead in Your Home" published by Washington Department of Commerce and Environmental Protection Agency (EPA) will be distributed to all potential housing clients, and be available via online links from the City's website.

Actions to Reduce Number of Poverty-Level Families (AP85)

Several activities may be undertaken to decrease cost-burdens for lower income people such as the various housing programs offered by the City and the Tri-Cities HOME Consortium. The City supports economic development projects that create jobs or provide education or training to enable people to become self-sufficient and have an opportunity to work at living wage jobs. Targeted revitalization of neighborhoods should increase the ability to impact the lives of lower income residents who reside there, and promote these areas as a desirable place to live with connectivity to other desirable neighborhoods.

Actions to Develop Institutional Structure (AP85)

The City will pursue various activities outlined in the 2015-2019 Consolidated Plan to strengthen and coordinate actions with housing, nonprofit, and economic development agencies. Staff will continue to participate in the Continuum of Care Task Force to assist in the coordination of government agencies, nonprofit organizations, housing developers, social service providers, and Continuum of Care providers to meet the needs of the homeless. Kennewick staff will participate in the Point-in-Time Count of the homeless, used to measure community trends. The City will, within staff capacity, continue to encourage and support joint applications for resources and programs among housing and service providers.

Actions to Enhance Coordination (AP85)

The City supports efforts by other agencies to apply for, or leverage other funding sources that might become available during the year. City staff will be available to provide written and verbal support of projects that meet a Housing and Community Development need as identified in the 2015-2019 Consolidated Plan, and will assist other organizations to apply for funds from other local, state or federal resources within staff capacity.

PROGRAM SPECIFIC REQUIREMENTS (AP90)

Projects planned with all CDBG funds expected to be available during the year are identified in the Projects Table. The following identifies program income that is available for use that is included in projects to be carried out.

Community Development Block Grant Program (CDBG) Reference 24 CFR 91.220(l)(1)

1. The total amount of program income that will have been received before the start of the next program year and that has not yet been reprogramed	\$0.00
2. The amount of proceeds from section 108 loan guarantees that will be used during the year to address the priority needs and specific objectives identified in the grantee's strategic plan	\$0.00
3. The amount of surplus funds from urban renewal settlements	\$0.00
4. The amount of any grant funds returned to the line of credit for which the planned use has not been included in a prior statement or plan	\$0.00
5. The amount of income from float-funded activities	\$0.00
Total Program Income	\$0.00
Other CDBG Requirements	
1. The amount of urgent need activities	\$0
2. The estimated percentage of CDBG funds that will be used for activities that benefit persons of low and moderate income	100%

**City of Kennewick
CERTIFICATIONS**

In accordance with the applicable statutes and the regulations governing the Housing and Community Development Plan regulations, the jurisdiction certifies that:

Affirmatively Further Fair Housing ~ The jurisdiction will affirmatively further fair housing, has prepared an analysis of impediments to fair housing choice, will take appropriate actions to overcome the effects of any impediment identified in this analysis and maintain records pertaining to carrying out this certification;

Anti-displacement and Relocation Plan ~ It will comply with the acquisition and relocation requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, (42U.S.C. 4601) and implementing regulations as required under §49 CFR part 24 and Federal implementing regulations; and that it has in effect and is following a residential anti-displacement and relocation assistance plan in connection with any activity assisted with funding under the CDBG or HOME programs;

Drug Free Workplace - It 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 grantee's 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 grantee'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 I that, as a condition of employment under the grant, the employee will -

(a) Abide by the terms of the statement; and

(b) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;

5. Notifying the agency in writing, within ten 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;

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 through implementation of paragraphs 1, 2, 3, 4, 5 and 6.

8. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant:

Place of Performance

City of Kennewick, City Hall, 210 West 6th Avenue, Kennewick, Benton County, WA 99336

Anti-Lobbying - To the best of the jurisdiction's knowledge and belief:

1. 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;

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any 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
3. It will require that the language of paragraph (n) of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly; The jurisdiction is in compliance with restrictions on lobbying required by 24 CFR part 87, together with disclosure forms, if required by that part.

Authority of Jurisdiction - It possesses legal authority under State and local law to make grant submissions and to execute community development and housing programs and the jurisdiction's governing body has duly adopted or passed as an official act a resolution, motion or similar action authorizing the person identified as the official representative of the grantee to submit the housing and community development plan and amendments thereto and all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the grantee to act in connection with the submission of the housing and community development plan and to provide such additional information as may be required;

Consistency with Plan - The housing activities to be undertaken with CDBG and HOME funds are consistent with the strategic plan;

Section 3 - The jurisdiction will comply with Section 3 of the Housing and Urban Development Act of 1968 and implementing regulations at 24CFR Part 135; and

Applicable Laws - The jurisdiction will comply with the other provisions of the Acts covering programs covered by the HCD plan and with other applicable laws.

Signature / Authorized Official

Marie E. Mosley, City Manager

Date

Specific CDBG Certifications

The Entitlement Community certifies that:

Citizen Participation Plan - Prior to submission of its housing and community development plan to HUD, the jurisdiction is following a detailed citizen participation plan that satisfies the requirement of 24CFR 91.105 and is in full compliance;

Community Development Plan - The jurisdiction's housing and community development plan identifies community development and housing needs and specifies both short-term and long-term community development objectives that have been developed in accordance with the primary objective of the statute authorizing the CDBG program, as described in 24 CFR 570.2\1\, and requirements of this part and 24 CFR part 570;

Following a Plan - The jurisdiction is following a current consolidated plan that has been approved by HUD;

Use of Funds - It has complied with the following criteria:

1. The Action Plan for use of CDBG funds has been developed so as to give maximum feasible priority to activities which benefit low and moderate income families or aid in the prevention or elimination of slums or blight; (the projected use of funds may also include activities which the grantee certifies are designed to meet other community development needs having a particular urgency because existing conditions pose a serious and immediate threat to the health or welfare of the community, and other financial resources are not available);
2. The aggregate use of CDBG funds received under section 106 of the Housing and Community Development Act of 1974, as amended, and if applicable, under section 108 of the same Act, during program year(s) 2019, (a period specified by the grantee consisting of one, two, or three specific consecutive program years), shall principally benefit persons of low and moderate income in a manner that ensures that not less than 70 percent of such funds are used for activities that benefit such persons during such period; and
3. The jurisdiction will not attempt to recover any capital costs of public improvements assisted in whole or in part with funds provided under section 106 of the Housing and Community Development Act of 1974, as amended, or with amounts resulting from a guarantee under section 108 of the same Act by assessing any amount against properties owned and occupied by persons of low and moderate income, including any fee charged or assessment made as a condition of obtaining access to such public improvements, unless:

- a. Funds received under section 106 of the Housing and Community Development Act of 1974, as amended, are used to pay the proportion of such fee or assessment that relates to the capital costs of such public improvements that are financed from revenue sources other than under Title I of that Act; or
- b. For purposes of assessing any amount against properties owned and occupied by persons of moderate income, the grantee certifies to the Secretary that it lacks sufficient funds received under section 106 of the Housing and Community Development Act of 1974, as amended, to comply with the requirements of subparagraph (1) above;

Lead-Based Paint - Its notification, inspection, testing and abatement procedures concerning lead-based paint will comply with §570.608;

Excessive Force - It has adopted and is enforcing:

1. A policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in non-violent civil rights demonstrations;
2. A policy of enforcing applicable State and local laws against physically barring entrance to or exit from a facility or location which is the subject of such nonviolent civil rights demonstrations within its jurisdiction.

Compliance with Anti-discrimination Laws --The grant will be conducted and administered in conformity with title VI of the Civil Rights Act of 1964 (42USC 2000d), the Fair Housing Act (42 USC 3601-3619) and implementing regulations; and

Compliance with Laws - The jurisdiction will comply with applicable laws.

Signature / Authorized Official

Marie E. Mosley, City Manager

Date

APPENDIX TO CERTIFICATIONS

INSTRUCTIONS CONCERNING LOBBYING AND DRUG-FREE WORKPLACE REQUIREMENTS:

A. Lobbying Certification

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

B. Drug-Free Workplace Certification

The certification with regard to the drug-free workplace is required by 24 CFR Part 24, Subpart F. By signing and/or submitting this application or grant agreement, the grantee is providing the certification.

The certification is a material representation of fact upon which reliance is placed when the agency awards the grant. If it is later determined that the grantee knowingly rendered a false certification, or otherwise violates the requirements of the Drug-Free Workplace Act, HUD, in addition to any other remedies available to the Federal Government, may take action authorized under the Drug-Free Workplace Act.

Workplaces under grants, for grantees other than individuals, need not be identified on the certification. If known, they may be identified in the grant application. If the grantee does not identify the workplaces at the time of application, or upon award, if there is no application, the grantee must keep the identity of the workplace(s) on file in its office and make the information available for Federal inspection. Failure to identify all known workplaces constitutes a violation of the grantee's drug-free workplace requirements.

Workplace identifications must include the actual address of buildings (or parts of buildings) or other sites where work under the grant takes place. Categorical descriptions may be used (e.g., all vehicles of a mass transit authority or State highway department while in operation, State employees in each local unemployment office, performers in concert halls or radio stations).

If the workplace identified to the agency changes during the performance of the grant, the grantee shall inform the agency of the change(s), if it previously identified the workplaces in question (see paragraph five).

Places of performance in Benton County shall include:

City Hall, 210 West 6th Avenue, Kennewick, WA 99336

Dan Frost Municipal Services Campus, 1010 E. Chemical Drive, Kennewick, WA 99336

City Shops, 414 E. 10th Avenue, Kennewick, WA 99336

Definitions of terms in the Nonprocurement Suspension and Debarment common rule and Drug-Free Workplace common rule apply to this certification. Grantees' attention is called, in particular, to the following definitions from these rules:

"Controlled substance" means a controlled substance in Schedules I through V of the Controlled Substances Act (21 U.S.C.812) and as further defined by regulation (21 CFR 1308. 11 through 1308.15);

"Conviction" means a finding of guilt (including a plea of nolo contendere) or imposition of sentence, or both, by any judicial body charged with the responsibility to determine violations of the Federal or State criminal drug statutes;

"Criminal drug statute" means a Federal or non-Federal criminal statute involving the manufacture, distribution, dispensing, use, or possession of any controlled substance;

"Employee" means the employee of a grantee directly engaged in the performance of work under a grant, including: (i) All "direct charge" employees; (ii) all "indirect charge" employees unless their impact or involvement is insignificant to the performance of the grant; and (iii) temporary personnel and consultants who are directly engaged in the performance of work under the grant and who are not on the grantee's payroll. This definition does not include workers not on the payroll of the grantee (e.g., volunteers, even if used to meet a matching requirement; consultants or independent contractors not on the grantee's payroll; or employees of sub-recipients or subcontractors in covered workplaces).

Signature / Authorized Official

Marie E. Mosley, City Manager

Date

FY 2019 CDBG Funding Requests

		GRANT	REQUEST	APPLICANT	PROJECT	COMMENTS
Facility Improvements	1	\$185,000	\$185,000	COK Public Works	Install sidewalks – continue improvements to Juniper St.	
	2	\$88,550	\$88,550	COK Public Works	Install sidewalk (none exist) and streetlights on Fruitland St.	
	3	0	\$45,000	Red Mountain Kitchen	New windows and energy upgrades	
	4	\$100,000	\$100,000	COK Parks & Rec	Community Center entryway & covered pathway	
Public Service Projects 15% Cap \$82,500	5	\$34,000	\$34,000	COK Youth Scholarship	Youth Recreation Scholarships	
	6	\$22,500	\$22,500	ARC of Tri-Cities	Therapeutic Recreation	
	7	\$19,000	\$19,000	Senior Life Resources	Senior Health Services Meals on Wheels	
	8	\$1,800	\$ 1,800	KHA	Lending library	
		\$110,000	\$110,000	20% Admin. Cap	15% PS Cap = \$82,500	
		\$560,850	TOTAL			

HUD 2019 Entitlement "Guesstimate"	\$550,000	Total Admin	\$110,000
2019 Program Income "Guesstimate"	\$ 10,000	Total Facilities	\$373,550
SUBTOTAL	\$560,000	Total Public Service	\$ 77,300
			\$560,850
ESTIMATED CDBG FUNDS AVAILABLE	\$560,000		



City Council Meeting Schedule December 2018

December 4, 2018
Tuesday, 6:30 p.m.

REGULAR COUNCIL MEETING

December 11, 2018
Tuesday, 6:30 p.m.

WORKSHOP MEETING
1. Legislative Update
2. Small Cell Facilities

December 18, 2018
Tuesday, 6:30 p.m.

REGULAR COUNCIL MEETING

December 25, 2018
Tuesday, 6:30 p.m.

WORKSHOP MEETING - Cancelled

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

December 2018
Updated 10/23/18