CITY COUNCIL REGULAR MEETING AGENDA
March 2, 2021 at 6:30 p.m.
City's Website

City Council temporarily designated the location for regular, special and study session meetings to a virtual location until termination of the state of emergency or until rescinded.

The City of Kennewick broadcasts City Council meetings on the City's website at https://www.go2kennewick.com/CouncilMeetingBroadcasts. The City will be providing options for citizen comment via Zoom and the City's website (see more information under Visitors on the agenda.)

1. CALL TO ORDER
Roll Call/Pledge of Allegiance/Welcome

HONORS & RECOGNITIONS
- Retiree Recognition – Matt Baker (22-years)

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 February 16, 2021.
b. (1) Motion to approve Claims Roster for February 12, 2021.
(2) Motion to approve the Claims Roster for the Columbia Park Golf Course Account for January 2021.
c. Motion to approve Payroll Roster for February 15, 2021.
d. Motion to authorize the Mayor to sign the Local Agency Agreement Supplement #1 to obligate Right of Way funding for the P2012 Steptoe Street & Gage Blvd project.
e. Motion to authorize the City Manager to sign the Outside Utility Agreement with Hayden Homes, LLC to provide water and sanitary sewer services.
f. Motion to authorize the Mayor to execute an agreement with David Evans & Associates to perform construction engineering services for the US395/Ridgeline interchange project.
g. Motion to authorize the City Manager to sign the Interlocal Agreement with the PUD of Benton County for the Washington Street Corridor Improvements Project.
h. Motion to authorize the City Manager to sign a Contract 19-002 Modification #2 for the design of Fire Station 1 and Administration Building with TCA Architecture in the amount of $520,878.00.
i. Motion to authorize the City Manager to sign Contract 19-020 Modification #3 for Fire Station 1 & Admin Building planning and construction services with Alliance Management & Construction Services in the amount of $165,335.00.
j. Motion to authorize the purchase of two Schwarze A9 street sweepers in the amount of $682,104.11.
k. Motion to authorize the City Manager to negotiate and sign a contract with the Washington State Department of Health for reimbursement of costs incurred by Kennewick for the Benton/Franklin COVID-19 Mass Vaccination site.

4. VISITORS

The City asks all members of the public that would like to comment under the Visitors section of the agenda to fill out an online form at https://www.go2kennewick.com/VisitorsComments no later than 5:00 p.m. on Monday, March 1st to be included in the Council packet.

Interested parties may also submit written comments to P.O. Box 6108, Kennewick, WA 99336; or e-mail clerkinfo@ci.kennewick.wa.us no later than 5:00 p.m. on Monday, March 1st to be included in the Council packet.

If you wish to comment under the Visitors section during the meeting, please register at https://us02web.zoom.us/webinar/register/WN_0u1FzMYOTB20q-EPjn5BxQ. Registrations must be received by 4:00 p.m. on Tuesday, March 2nd.

5. ORDINANCES/RESOLUTIONS

6. PUBLIC HEARINGS/MEETINGS

The City asks all members of the public that would like to comment regarding items under Public Hearings/Meetings fill out an online form at www.go2kennewick.com/PublicHearing no later than 5:00 p.m. on Monday, March 1st to be included in the Council packet.

Interested parties may also submit written comments to P.O. Box 6108, Kennewick, WA 99336; or e-mail clerkinfo@ci.kennewick.wa.us no later than 5:00 p.m. on Monday, March 1st to be included in the Council packet.

If you wish to comment on the public hearing during the meeting, please register at https://us02web.zoom.us/webinar/register/WN_0u1FzMYOTB20q-EPjn5BxQ. Registrations must be received by 4:00 p.m. on Tuesday, March 2nd.

a. Ordinance 5903: Parking Moratorium & Regulations
b. (1) Ordinance 5904: Permit/Inspection Fees Moratorium – Temporary Structures (Building Code)
   (2) Ordinance 5905: Permit/Inspection Fees Moratorium – Temporary Structures (Fire Code)
c. Resolution 21-04: Vacate a portion of a 30' Access and Utility Easement at 6190 W. Brinkley Road

7. NEW BUSINESS

8. UNFINISHED BUSINESS

9. COUNCIL COMMENTS/DISCUSSION

10. ADJOURNMENT

11. CLOSED SESSION – RCW 42.30.140(4)(b) Collective Bargaining beginning immediately following the conclusion of the regular meeting.

CITY OF KENNEWICK
CITY COUNCIL
Regular Meeting
February 16, 2021

1. CALL TO ORDER

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

Meeting was conducted through an online, virtual meeting platform. Councilmembers and staff joined remotely. City Council temporarily designated the location for regular, special and study session meetings to a virtual location until termination of the state of emergency or until rescinded.

City Council and Staff Present:

Mayor Pro Tem Steve Lee	Marie Mosley	Emily Estes-Cross	Krystal Townsend
John Trumbo	Greg McCormick	Ken Hohenberg	Chris Bowman
Bill McKay	Christina Palmer	Kevin Crowley	
Chuck Torelli	Lisa Beaton	Evelyn Lusignan	
Jim Millbauer	Cary Roe	Bruce Mills	
Brad Beauchamp	Terri Wright	Sorin Juster	
Mayor Don Britain	Dan Legard	Steve Donovan	

Mayor Britain led the Pledge of Allegiance.

2. APPROVAL OF AGENDA

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

3. APPROVAL OF CONSENT AGENDA

a. Minutes of Regular Meeting of February 2, 2021.
b. Motion to approve the Claims Rosters for the Toyota Center Operations Account for December 2020.
c. Motion to approve Payroll Roster for January 31, 2021.
d. Motion to award Contract P2105-21 Furnishing & Applying Herbicide 2021-2022 to Senske Services in the amount of $72,741.86, plus a 10% contingency amount of $7,274.19, for a total amount of $80,016.05.
e. Motion to award P1918-21 Washington St. Corridor Project to Ray Poland & Sons in the amount of $801,342.85, plus a 10% contingency amount of $80,134.29, for a total amount of $881,477.14.
f. Motion to authorize the Mayor to sign the Jail Use Agreement with Benton County.

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

4. VISITORS - None

5. ORDINANCE/RESOLUTIONS

a. Resolution 21-03: Amending 2021-2026 Six-Year Transportation Improvement Plan (TIP). Sorin Juster, Transportation Manager reported.

RESOLUTION NO. 21-03

A RESOLUTION AMENDING THE SIX-YEAR TRANSPORTATION IMPROVEMENT PLAN AS REQUIRED BY RCW 35.77.010

Mayor Pro Tem Lee moved, seconded by Mr. Millbauer to adopt Resolution No. 21-03. The motion passed.

b. Ordinance 5896: Change of Zone (COZ) 20-05 from Residential, Low (RL) to Residential, Medium Density (RM) at 3126 W. Hood Ave. Greg McCormick, Planning Director reported.

ORDINANCE NO. 5896

AN ORDINANCE AMENDING THE ZONING CLASSIFICATION OF CERTAIN REAL PROPERTY WITHIN THE CITY OF KENNEWICK LOCATED AT 3126 W HOOD AVENUE FROM RESIDENTIAL LOW (RL) TO RESIDENTIAL MEDIUM (RM) (COZ 20-05, ROCK ISLAND CAPITAL, LLC)

Mayor Pro Tem Lee moved, seconded by Mr. Millbauer to adopt Ordinance No. 5896. The motion passed.

c. Ordinance 5897: Comprehensive Plan Amendment 20-01 from Low Density Residential to Public Facility at 4826 W. Metaline. Greg McCormick, Planning Director reported.

ORDINANCE NO. 5897

AN ORDINANCE AMENDING THE CITY OF KENNEWICK'S COMPREHENSIVE PLAN (CPA 20-01, KNUTZEN ENGINEERING C/O PAUL KNUTZEN)

Mr. Torelli moved, seconded by Mayor Pro Tem Lee to adopt Ordinance No. 5897. The motion passed.

d. Ordinance 5898: Comprehensive Plan Amendment 20-02 from Commercial to Medium Density Residential at 9757 W. Clearwater Ave. Greg McCormick, Planning Director reported.

ORDINANCE NO. 5898

AN ORDINANCE AMENDING THE CITY OF KENNEWICK'S COMPREHENSIVE PLAN (CPA 20-02, KNUTZEN ENGINEERING, C/O NATHAN MACHIELA)

Mayor Pro Tem Lee moved, seconded by Mr. Millbauer to adopt Ordinance No. 5898. The motion passed.

e. Ordinance 5899: Comprehensive Plan Amendment 20-03 from Medium Density Residential to High Density Residential at Address undetermined, Parcel #1-1889-100-0001-007. Greg McCormick, Planning Director reported.

ORDINANCE NO. 5899

AN ORDINANCE AMENDING THE CITY OF KENNEWICK'S COMPREHENSIVE PLAN (CPA 20-03, BENTON PUBLIC UTILITY DISTRICT, C/O EVAN EDWARDS)

Mayor Pro Tem Lee moved, seconded by Mr. Torelli to adopt Ordinance No. 5899. The motion passed.

f. Ordinance 5900: Comprehensive Plan Amendment 20-04 from Low Density Residential to High Density Residential at 324 N. Arthur St. Greg McCormick, Planning Director reported.

ORDINANCE NO. 5900

AN ORDINANCE AMENDING THE CITY OF KENNEWICK'S COMPREHENSIVE PLAN (CPA 20-04, EUGENE CRAMER)

Mayor Pro Tem Lee moved, seconded by Mr. Millbauer to adopt Ordinance No. 5900. The motion passed.

g. Ordinance 5901: Comprehensive Plan Amendment 20-05 from Low Density Residential to Commercial at 8598 W. Hildebrand Blvd. Greg McCormick, Planning Director reported.

ORDINANCE NO. 5901

AN ORDINANCE AMENDING THE CITY OF KENNEWICK'S COMPREHENSIVE PLAN (CPA 20-05, KNUTZEN ENGINEERING, C/O PAUL KNUTZEN)

Mayor Pro Tem Lee moved, seconded by Mr. Millbauer to adopt Ordinance No. 5901. The motion passed.

h. Ordinance 5902: Comprehensive Plan Amendment 20-07 from Low Density Residential to Medium Density Residential and from Commercial to Medium Density Residential at 4711, 4717 and 4721 W. Canal Dr. Greg McCormick, Planning Director reported.

ORDINANCE NO. 5902

AN ORDINANCE AMENDING THE CITY OF KENNEWICK'S COMPREHENSIVE PLAN (CPA 20-07, KNUTZEN ENGINEERING, C/O NATHAN MACHIELA)

Mayor Pro Tem Lee moved, seconded by Mr. Torelli to adopt Ordinance No. 5902. The motion passed.

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. ADJOURNMENT

Meeting adjourned at 7:33 p.m.

Terri L. Wright, CMC
City Clerk

Council Agenda Coversheet

Agenda Item Number	3.b.(1)	Council Date	03/02/2021
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 February 12, 2021, in the amount $2,182,225.76, and comprised of check numbers 156664 through 156900 and wire transfer number 300437.

Summary

The payments on this Claims Roster are comprised of the following issued 1/23/21 - 2/12/2021:

Check numbers 156664 through 156900	$2,147,044.68
Wire transfer number 300437	35,181.08

Total	$2,182,225.76

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

Alternatives

None.

Fiscal Impact

$2,182,225.76.

Through	Michele Hamada Feb 16, 14:17:23 GMT-0800 2021
Dept Head Approval	Dan Legard Feb 19, 09:56:36 GMT-0800 2021
City Mgr Approval	Marie Mosley Feb 26, 12:01:34 GMT-0800 2021

Attachments: claims roster

☐ **Recording Required?**

City of Kennewick
Claims Roster
1/23/2021 - 2/12/2021

Accounting Period

2022

Check #	Check Date	Vendor #	Vendor Name		Description of Services	Amount $
001 GENERAL FUND						
010 CITY COUNCIL						
300437	02/12/2021	05000	COMMERCIAL CARD SOLUTIONS JP MOR	in	RECEIVED STAMP	49.07
300437	02/12/2021	05000	COMMERCIAL CARD SOLUTIONS JP MOR	in	WEBINAR REGISTRATION - DON BRITAIN	50.00
300437	02/12/2021	05000	COMMERCIAL CARD SOLUTIONS JP MOR	in	RETIREMENT PLAQUES.	123.15
300437	02/12/2021	05000	COMMERCIAL CARD SOLUTIONS JP MOR	in	STAFFORD WEBINAR TRAINING - LISA BE	-297.00
					Total amount by Department	**$-74.78**
020 CITY MANAGER						
156695	02/08/2021	00030	VERIZON NORTHWEST	in	CITY WIDE CELL PHONES	104.28
300437	02/12/2021	05000	COMMERCIAL CARD SOLUTIONS JP MOR	in	WEBINAR REGISTRATION - DON BRITAIN	50.00
300437	02/12/2021	05000	COMMERCIAL CARD SOLUTIONS JP MOR	in	LABEL MACHINE AND SUPPLIES.	139.28
					Total amount by Department	**$ 293.56**
032 SUPPORT SERVICES-FINANCE						
156746	02/12/2021	02481	CI INFORMATION MANAGEMENT CI SUP	in	SHRED SERVICE	22.77
156832	02/12/2021	03700	OFFICE DEPOT INC	in	OFFICE SUPPLIES	26.37
156832	02/12/2021	03700	OFFICE DEPOT INC	in	RETURN CREDIT	-24.76
156832	02/12/2021	03700	OFFICE DEPOT INC	in	OFFICE SUPPLIES	149.16
156832	02/12/2021	03700	OFFICE DEPOT INC	in	OFFICE SUPPLIES	16.60
300437	02/12/2021	05000	COMMERCIAL CARD SOLUTIONS JP MOR	in	MICR TONER CARTRIDGE FOR FINANCE I	392.88
					Total amount by Department	**$ 583.02**
033 SUPPORT SERVICES-PURCHASING						
156695	02/08/2021	00030	VERIZON NORTHWEST	in	CITY WIDE CELL PHONES	41.45
156826	02/12/2021	06119	MSDSONLINE, INC DBA VELOCITYEHS	in	MSDS ONLINE SUBSCRIPTION	114.29
156832	02/12/2021	03700	OFFICE DEPOT INC	in	OFFICE SUPPLIES - PURCHASING	9.32
300437	02/12/2021	05000	COMMERCIAL CARD SOLUTIONS JP MOR	in	WIRELESS HEADSET FOR TIM CORRIGAN	169.46
					Total amount by Department	**$ 334.52**
034 SUPPORT SERVICES - INFO SYSTEMS						
156695	02/08/2021	00030	VERIZON NORTHWEST	in	CITY WIDE CELL PHONES	981.24
156748	02/12/2021	08131	CIVICPLUS ICON ENTERPRISES INC	in	2021 CIVICPLUS WEBSITE MAINTENANCE	29,669.75
156755	02/12/2021	06375	COMPUNET INC	in	2021 VEEAM MAINTENANCE	11,653.74
156755	02/12/2021	06375	COMPUNET INC	in	2021 SMARTNET RENEWAL	52,515.05
156767	02/12/2021	01907	DLT SOLUTIONS LLC	in	AUTOCAD RENEWAL 2021	3,155.27
156773	02/12/2021	07621	ENVIRONMENTAL SYSTEMS RESEARCH	in	2021 ESRI MAINTENANCE	62,988.00
156791	02/12/2021	01139	HDL SOFTWARE LLC	in	2021 ANNUAL SOFTWARE USE FEE	6,444.78
156799	02/12/2021	07811	IWORQ SYSTEMS	in	2021 IWORQ MAINTENANCE	4,995.00

Check #	Check Date	Vendor #	Vendor Name		Description of Services	Amount $
156824	02/12/2021	08210	MOBILEGUARD INC	in	NET GUARD ~	1,377.40
156845	02/12/2021	09940	PHISHINGBOX LLC	in	2021 PHISHINGBOX RENEWAL	2,443.50
156876	02/12/2021	01566	TYLER TECHNOLOGIES INC	in	2021 ENERGOV SUPPORT	57,562.34
156891	02/12/2021	08399	WEBQA INC	in	2021 GOVQA MAINTENANCE	11,678.84
156899	02/12/2021	05471	ZIPLY FIBER NORTHWEST FIBER, LLC DE	in	TELEPHONE SVC	6,712.89
300437	02/12/2021	05000	COMMERCIAL CARD SOLUTIONS JP MOR	in	ACCIS MEMBERSHIP RENEWAL - JOHN BA	75.00
300437	02/12/2021	05000	COMMERCIAL CARD SOLUTIONS JP MOR	in	SNAGIT MAINTENANCE RENEWAL	11.67
300437	02/12/2021	05000	COMMERCIAL CARD SOLUTIONS JP MOR	in	STARTECH UNDER DESK FOOT REST - RO	41.26
300437	02/12/2021	05000	COMMERCIAL CARD SOLUTIONS JP MOR	in	MONTHLY WEBEX SUBSCRIPTION	99.75
300437	02/12/2021	05000	COMMERCIAL CARD SOLUTIONS JP MOR	in	VINTAGEATTHERIDGE.COM DOMAIN NAI	50.00
300437	02/12/2021	05000	COMMERCIAL CARD SOLUTIONS JP MOR	in	MONTHLY CREDIT CARD TRANSACTION	459.25
300437	02/12/2021	05000	COMMERCIAL CARD SOLUTIONS JP MOR	in	18 BOXES - KLEENEX - IT	27.14
300437	02/12/2021	05000	COMMERCIAL CARD SOLUTIONS JP MOR	in	MONTHLY TELEPHONE CHARGES - JANU	397.94
300437	02/12/2021	05000	COMMERCIAL CARD SOLUTIONS JP MOR	in	SOLARWINDS DAMEWARE MINI REMOTE	266.11
					Total amount by Department	**$ 253,605.92**
035 SUPPORT SERVICES-CUSTOMER SERVICE						
156676	01/28/2021	01198	US POSTAL SERVICE	in	2021 ANNUAL CALLER SVC - COK PO BOX	1,410.00
156677	01/28/2021	01198	US POSTAL SERVICE	in	ANNUAL PO BOX RENTAL FEE - COK PO E	424.00
156877	02/12/2021	00623	U.S. BANK NATIONAL ASSOCIATION	in	BANK SERVICE CHARGES	24,252.38
300437	02/12/2021	05000	COMMERCIAL CARD SOLUTIONS JP MOR	in	WEBINAR - INTRO TO PW CONTRACTING	35.00
					Total amount by Department	**$ 26,121.38**
041 CITY CLERK						
156827	02/12/2021	09289	MUNICODE MUNICIPAL CODE CORP	in	KMC UPDATES	323.00
156865	02/12/2021	00172	THE TRI-CITY HERALD	in	PUBLICATION	99.01
156865	02/12/2021	00172	THE TRI-CITY HERALD	in	PUBLICATION	70.01
300437	02/12/2021	05000	COMMERCIAL CARD SOLUTIONS JP MOR	in	PRA & OPMA CASE LAW UPDATE - HANSE	70.00
300437	02/12/2021	05000	COMMERCIAL CARD SOLUTIONS JP MOR	in	ZOOM MONTHLY FEE	59.71
300437	02/12/2021	05000	COMMERCIAL CARD SOLUTIONS JP MOR	in	ZOOM MONTHLY WEBINAR	64.73
300437	02/12/2021	05000	COMMERCIAL CARD SOLUTIONS JP MOR	in	ANNUAL ZOOM MEETING/WEBINAR W/2	645.18
300437	02/12/2021	05000	COMMERCIAL CARD SOLUTIONS JP MOR	in	TCH MONTHLY DIGITAL SUBSCRIPTION	9.99
					Total amount by Department	**$ 1,341.63**
042 LEGAL SERVICES						
156678	02/02/2021	00287	B-F COUNTY BAR ASSOCIATION	in	2021 BAR ASSOC DUES	210.00
156695	02/08/2021	00030	VERIZON NORTHWEST	in	CITY WIDE CELL PHONES	102.50
156746	02/12/2021	02481	CI INFORMATION MANAGEMENT CI SUP	in	SHRED SERVICE	37.13
156847	02/12/2021	03467	PRONTO PROCESS SERVICE, INC	in	MESSENGER SERVICE - JAN 2021	30.00

Check #	Check Date	Vendor #	Vendor Name		Description of Services	Amount $
300437	02/12/2021	05000	COMMERCIAL CARD SOLUTIONS JP MOR	in	LISA BEATON - STAFFORD WEBINAR TRA	297.00
300437	02/12/2021	05000	COMMERCIAL CARD SOLUTIONS JP MOR	in	TYLER GRANDGEORGE - RENEWAL WSAI	30.00
300437	02/12/2021	05000	COMMERCIAL CARD SOLUTIONS JP MOR	in	JESSICA FOLTZ - RENEWAL WSAMA	30.00
300437	02/12/2021	05000	COMMERCIAL CARD SOLUTIONS JP MOR	in	LISA BEATON - RENEWAL WSAMA	30.00
300437	02/12/2021	05000	COMMERCIAL CARD SOLUTIONS JP MOR	in	LISA BEATON - RENEWAL WASHINGTON S	11.70
300437	02/12/2021	05000	COMMERCIAL CARD SOLUTIONS JP MOR	in	JESSICA FOLTZ - RENEWAL WASHINGTON	11.70
300437	02/12/2021	05000	COMMERCIAL CARD SOLUTIONS JP MOR	in	LISA BEATON - RENEWAL WASHINGTON S	468.00
300437	02/12/2021	05000	COMMERCIAL CARD SOLUTIONS JP MOR	in	JESSICA FOLTZ - RENEWAL WASHINGTON	468.00
300437	02/12/2021	05000	COMMERCIAL CARD SOLUTIONS JP MOR	in	TYLER GRANDGEORGE - RENEWAL WASI	5.98
300437	02/12/2021	05000	COMMERCIAL CARD SOLUTIONS JP MOR	in	TYLER GRANDGEORGE - RENEWAL WAS	239.00
300437	02/12/2021	05000	COMMERCIAL CARD SOLUTIONS JP MOR	in	TRI-CITY HERALD SUBSCRIPTION RENEW	49.99
300437	02/12/2021	05000	COMMERCIAL CARD SOLUTIONS JP MOR	in	JESSICA WAPRO	25.00
					Total amount by Department	**$ 2,046.00**
050 CIVIL SERVICE						
156695	02/08/2021	00030	VERIZON NORTHWEST	in	CITY WIDE CELL PHONES	40.49
156806	02/12/2021	10205	KENNETH COLE COUNSELING PS	in	PROFESSIONAL SERVICES	600.00
156834	02/12/2021	07831	ON SCENE MEDICAL SERVICES PC	in	PROFESSIONAL SERVICES	747.00
					Total amount by Department	**$ 1,387.49**
061 CODE ENFORCEMENT						
156695	02/08/2021	00030	VERIZON NORTHWEST	in	CITY WIDE CELL PHONES	101.36
300437	02/12/2021	05000	COMMERCIAL CARD SOLUTIONS JP MOR	in	OFFICE SUPPLIES.	18.20
					Total amount by Department	**$ 119.56**
062 LONG RANGE PLANNING						
156865	02/12/2021	00172	THE TRI-CITY HERALD	in	LEGAL PUBLICATION - COZ 20-05 NOPH	116.17
					Total amount by Department	**$ 116.17**
063 ECONOMIC & BUSINESS DEVELOPMENT						
156695	02/08/2021	00030	VERIZON NORTHWEST	in	CITY WIDE CELL PHONES	55.34
300437	02/12/2021	05000	COMMERCIAL CARD SOLUTIONS JP MOR	in	EMAIL MANAGEMENT FOR BUSINESS CO	103.18
300437	02/12/2021	05000	COMMERCIAL CARD SOLUTIONS JP MOR	in	IMAGES FOR MARKETING	31.50
					Total amount by Department	**$ 190.02**
071 POLICE DEPT. - ADMINISTRATION						
156737	02/12/2021	00080	BRUTZMAN'S INC	in	INSTALLATION SERVICES	716.76
156746	02/12/2021	02481	CI INFORMATION MANAGEMENT CI SUP	in	SHRED SERVICE	431.85
156746	02/12/2021	02481	CI INFORMATION MANAGEMENT CI SUP	in	SHRED SERVICE	143.95
156753	02/12/2021	01682	COLUMBIA FITNESS SYSTEMS	in	FITNESS ROOM RUBBER FLOOR	8,453.42

Check #	Check Date	Vendor #	Vendor Name		Description of Services	Amount $
156755	02/12/2021	06375	COMPUNET INC	in	KPD DOOR STRIKES	1,248.90
156765	02/12/2021	02029	DEPT OF ENTERPRISE SVCS	in	LESO / 1033 PROGRAM ANNUAL PARTICIP	200.00
156811	02/12/2021	10857	LEXIPOL LLC	in	ANNUAL KPD POLICY MANUAL IMPLEMI	4,834.00
156811	02/12/2021	10857	LEXIPOL LLC	in	ANNUAL KPD POLICY MANUAL IMPLEMI	19,339.20
156837	02/12/2021	03458	PARAMOUNT COMMUNICATIONS INC	in	KPD DOORS WIRING	527.80
156878	02/12/2021	04764	UNITED PARCEL SERVICE	in	SHIPPING	9.42
156878	02/12/2021	04764	UNITED PARCEL SERVICE	in	SHIPPING	35.23
156878	02/12/2021	04764	UNITED PARCEL SERVICE	in	SHIPPING	45.47
156899	02/12/2021	05471	ZIPLY FIBER NORTHWEST FIBER, LLC DE	in	TELEPHONE SVC	212.43
300437	02/12/2021	05000	COMMERCIAL CARD SOLUTIONS JP MOR	in	WATPA BOARD MEETING - CHIEF HOHENI	29.33
300437	02/12/2021	05000	COMMERCIAL CARD SOLUTIONS JP MOR	in	BASIC CABLE SERVICE	243.34
300437	02/12/2021	05000	COMMERCIAL CARD SOLUTIONS JP MOR	in	WATPA BOARD MEETING - CHIEF HOHENI	54.99
					Total amount by Department	**$ 36,526.09**
072 POLICE DEPT.- CRIMINAL INVESTIGATION						
156730	02/12/2021	03331	BENTON COUNTY DISTRICT COURT	in	WEAPONS FORFEITURE FILING FEE	83.00
156768	02/12/2021	10585	DME FORENSICS INC	in	DVR EXAMINER 2.0 - SUBSCRIPTION REN	3,495.00
156819	02/12/2021	03284	MEL'S INTER-CITY TOWING	in	TOW SERVICE	54.25
156819	02/12/2021	03284	MEL'S INTER-CITY TOWING	in	TOW SERVICE	54.25
156819	02/12/2021	03284	MEL'S INTER-CITY TOWING	in	TOW SERVICE	54.25
156823	02/12/2021	10360	MINUTEMAN PRESS OF KENNEWICK WE	in	PROPERTY TAG PRINTING	521.28
156869	02/12/2021	07228	TRANSUNION RISK ALTERNATIVE DATA	in	PEOPLE SEARCH	208.40
300437	02/12/2021	05000	COMMERCIAL CARD SOLUTIONS JP MOR	in	INTERVIEW TRAINING FOR DET HAMEL I	2,380.00
300437	02/12/2021	05000	COMMERCIAL CARD SOLUTIONS JP MOR	in	2021 POLYGRAPH SEMINAR REGISTRATIC	320.00
300437	02/12/2021	05000	COMMERCIAL CARD SOLUTIONS JP MOR	in	DET. WEATHERBEE - TRAVEL TO ANNUAI	314.40
300437	02/12/2021	05000	COMMERCIAL CARD SOLUTIONS JP MOR	in	SUPPLIES FOR CID WHILE CONDUCTING (	19.49
300437	02/12/2021	05000	COMMERCIAL CARD SOLUTIONS JP MOR	in	TUITION FOR DETECTIVE TRAINING-NO I	395.00
300437	02/12/2021	05000	COMMERCIAL CARD SOLUTIONS JP MOR	in	PROCESSING FEE FOR TUITION PAYMENT	11.26
300437	02/12/2021	05000	COMMERCIAL CARD SOLUTIONS JP MOR	in	CRIME ANALYSIS VIRTUAL TRAINING	110.00
300437	02/12/2021	05000	COMMERCIAL CARD SOLUTIONS JP MOR	in	ICAC LAB INTERNET SERVICE	109.99
300437	02/12/2021	05000	COMMERCIAL CARD SOLUTIONS JP MOR	in	SIU STORAGE MEDIA	99.90
300437	02/12/2021	05000	COMMERCIAL CARD SOLUTIONS JP MOR	in	ICAC OFFICE SUPPLIES	67.11
300437	02/12/2021	05000	COMMERCIAL CARD SOLUTIONS JP MOR	in	REFUND OF EXPENSE FROM DECEMBER 2	-69.00
300437	02/12/2021	05000	COMMERCIAL CARD SOLUTIONS JP MOR	in	CID OFFICE SUPPLIES	100.83
					Total amount by Department	**$ 8,329.41**
073 POLICE DEPT. - PATROL						
156695	02/08/2021	00030	VERIZON NORTHWEST	in	CITY WIDE CELL PHONES	6,609.97

Check #	Check Date	Vendor #	Vendor Name		Description of Services	Amount $
156716	02/12/2021	05557	APPLIED CONCEPTS INC	in	VSS CABLE KITS	375.76
156734	02/12/2021	04965	BETTENDORF'S PRINTING & DESIGN JUD	in	BUSINESS CARDS - WOLF	65.16
156734	02/12/2021	04965	BETTENDORF'S PRINTING & DESIGN JUD	in	BUSINESS CARDS - OFFICER SCOTT	65.16
156819	02/12/2021	03284	MEL'S INTER-CITY TOWING	in	TOW SERVICE	54.25
156819	02/12/2021	03284	MEL'S INTER-CITY TOWING	in	TOW SERVICE	54.25
156819	02/12/2021	03284	MEL'S INTER-CITY TOWING	in	TOW SERVICE	54.25
156819	02/12/2021	03284	MEL'S INTER-CITY TOWING	in	TOW SERVICE	54.25
156819	02/12/2021	03284	MEL'S INTER-CITY TOWING	in	TOW SERVICE	54.25
156819	02/12/2021	03284	MEL'S INTER-CITY TOWING	in	TOW SERVICE	54.25
156819	02/12/2021	03284	MEL'S INTER-CITY TOWING	in	TOW SERVICE	54.25
156819	02/12/2021	03284	MEL'S INTER-CITY TOWING	in	TOW SERVICE	54.25
156819	02/12/2021	03284	MEL'S INTER-CITY TOWING	in	TOW SERVICE	54.25
156819	02/12/2021	03284	MEL'S INTER-CITY TOWING	in	TOW SERVICE	54.25
156819	02/12/2021	03284	MEL'S INTER-CITY TOWING	in	TOW SERVICE	54.25
156819	02/12/2021	03284	MEL'S INTER-CITY TOWING	in	TOW SERVICE	54.25
156819	02/12/2021	03284	MEL'S INTER-CITY TOWING	in	TOW SERVICE	54.25
156819	02/12/2021	03284	MEL'S INTER-CITY TOWING	in	TOW SERVICE	54.25
156819	02/12/2021	03284	MEL'S INTER-CITY TOWING	in	TOW SERVICE	54.25
156839	02/12/2021	01459	PASCO KENNEWICK ROTARY CLUB	in	QUARTERLY DUES - GUERRERO	50.00
156861	02/12/2021	02536	STAPLES ADVANTAGE STAPLES CONTRA	in	OFFICE SUPPLIES	69.81
156885	02/12/2021	00104	WA STATE LABOR & INDUSTRIES	in	EXPLOSIVE USER LICENSE - KUHN	50.00
156885	02/12/2021	00104	WA STATE LABOR & INDUSTRIES	in	EXPLOSIVE USER LICENSE - TAYLOR	50.00
300437	02/12/2021	05000	COMMERCIAL CARD SOLUTIONS JP MOR	in	WSTOA MEMBERSHIP	100.00
300437	02/12/2021	05000	COMMERCIAL CARD SOLUTIONS JP MOR	in	CLASS TUITION FOR SWAT LEADER CLAS	750.00
300437	02/12/2021	05000	COMMERCIAL CARD SOLUTIONS JP MOR	in	PPE GLOVES-2 CASE OF MEDIUM, 7 CASE	1,612.62
300437	02/12/2021	05000	COMMERCIAL CARD SOLUTIONS JP MOR	in	PPE GLOVES 2 CASES OF SMALL	347.50
300437	02/12/2021	05000	COMMERCIAL CARD SOLUTIONS JP MOR	in	PPE GLOVES- 5 CASES OF LARGE	895.90
300437	02/12/2021	05000	COMMERCIAL CARD SOLUTIONS JP MOR	in	LOCK BOX	33.63
300437	02/12/2021	05000	COMMERCIAL CARD SOLUTIONS JP MOR	in	BATTERY KIT	509.34
300437	02/12/2021	05000	COMMERCIAL CARD SOLUTIONS JP MOR	in	TUITION FOR NTOA SUPERVISOR CLASS I	294.00
300437	02/12/2021	05000	COMMERCIAL CARD SOLUTIONS JP MOR	in	BIOHAZARD UNIFORM CLEANING FOR O	21.72
300437	02/12/2021	05000	COMMERCIAL CARD SOLUTIONS JP MOR	in	ORION 30 MINUTE ROAD FLARES	654.82
300437	02/12/2021	05000	COMMERCIAL CARD SOLUTIONS JP MOR	in	CDR POWER PACK	34.50
300437	02/12/2021	05000	COMMERCIAL CARD SOLUTIONS JP MOR	in	K9 SOFTWARE	100.00
300437	02/12/2021	05000	COMMERCIAL CARD SOLUTIONS JP MOR	in	CAR CHARGER	23.88
300437	02/12/2021	05000	COMMERCIAL CARD SOLUTIONS JP MOR	in	FBI LEEDA CLASS TRAINING FOR SGT ME	695.00
					Total amount by Department	**$ 14,168.27**

074 POLICE DEPT. - STAFF SERVICES

Check #	Check Date	Vendor #	Vendor Name		Description of Services	Amount $
156861	02/12/2021	02536	STAPLES ADVANTAGE STAPLES CONTRA	in	OFFICE SUPPLIES	313.16
156861	02/12/2021	02536	STAPLES ADVANTAGE STAPLES CONTRA	in	OFFICE SUPPLIES	175.87
156861	02/12/2021	02536	STAPLES ADVANTAGE STAPLES CONTRA	in	OFFICE SUPPLIES	16.27
156861	02/12/2021	02536	STAPLES ADVANTAGE STAPLES CONTRA	in	OFFICE SUPPLIES	204.39
156889	02/12/2021	01033	WASHINGTON STATE PATROL	in	CPL BACKGROUND CHECKS	1,192.50
300437	02/12/2021	05000	COMMERCIAL CARD SOLUTIONS JP MOR	in	PRA & OPMA CASE LAW UPDATE VIRTUA	35.00
300437	02/12/2021	05000	COMMERCIAL CARD SOLUTIONS JP MOR	in	OFFICE SUPPLIES	140.58
300437	02/12/2021	05000	COMMERCIAL CARD SOLUTIONS JP MOR	in	INTERNATIONAL ASSOCIATIONAL FOR PI	50.00
300437	02/12/2021	05000	COMMERCIAL CARD SOLUTIONS JP MOR	in	COURT DOCUMENTS FOR AN OPEN CASE	8.24
300437	02/12/2021	05000	COMMERCIAL CARD SOLUTIONS JP MOR	in	OFFICE SUPPLIES	140.58
					Total amount by Department	**$ 2,276.59**
075 POLICE DEPT. - INTERGOVERNMENTAL						
156726	02/12/2021	00014	BENTON COUNTY	in	JAIL SERVICE	307,517.42
156729	02/12/2021	00014	BENTON COUNTY	in	KIDS HAVEN - 4TH QUARTER 2020	4,426.16
156747	02/12/2021	00100	CITY OF RICHLAND	in	800 MHZ RADIOS	27,252.90
156747	02/12/2021	00100	CITY OF RICHLAND	in	800 MHZ SUA II UPGRADE	69,324.00
156754	02/12/2021	10141	COLUMBIA VALLEY EMERGENCY PHYSI	in	PRISONER MEDICAL	3,271.00
156872	02/12/2021	09790	TRIOS HEALTH RCCH TRIOS HEALTH LL	in	PRISONER MEDICAL	4,147.56
156899	02/12/2021	05471	ZIPLY FIBER NORTHWEST FIBER, LLC DE	in	TELEPHONE SVC	71.29
					Total amount by Department	**$ 416,010.33**
076 POLICE DEPT - PROFESSIONAL STANDARDS						
156707	02/12/2021	08623	ACE SALES & SERVICE INC	in	PORTABLE RR - SHOOTING RANGE	68.90
156733	02/12/2021	00084	BENTON PUD NO. 1	in	ELECTRICITY	80.19
156782	02/12/2021	05823	GALLS, LLC	in	QUARTERMASTER SUPPLIES - HONOR GU	1,420.48
156809	02/12/2021	04244	L N CURTIS & SONS	in	QUARTERMASTER SUPPLIES	55.44
300437	02/12/2021	05000	COMMERCIAL CARD SOLUTIONS JP MOR	in	UTM TRAINING PROTECTION SUITS	656.24
300437	02/12/2021	05000	COMMERCIAL CARD SOLUTIONS JP MOR	in	PATROL PMAGS	571.51
300437	02/12/2021	05000	COMMERCIAL CARD SOLUTIONS JP MOR	in	ADMIN UNIFORMS.	930.54
300437	02/12/2021	05000	COMMERCIAL CARD SOLUTIONS JP MOR	in	TRAFFIC BOOTS FOR OFC J PETERSON	539.95
300437	02/12/2021	05000	COMMERCIAL CARD SOLUTIONS JP MOR	in	TRAFFIC MOTOR PANTS 3 PAIRS- OFC J PI	377.96
300437	02/12/2021	05000	COMMERCIAL CARD SOLUTIONS JP MOR	in	RANGE SUPPLIES	572.18
300437	02/12/2021	05000	COMMERCIAL CARD SOLUTIONS JP MOR	in	FBINA DUES	115.00
300437	02/12/2021	05000	COMMERCIAL CARD SOLUTIONS JP MOR	in	REPLACEMENT UNIFORMS FOR DAMAGE	141.16
300437	02/12/2021	05000	COMMERCIAL CARD SOLUTIONS JP MOR	in	TRAINING SUPPLIES	106.35
300437	02/12/2021	05000	COMMERCIAL CARD SOLUTIONS JP MOR	in	KPD FITNESS APP	15.00
300437	02/12/2021	05000	COMMERCIAL CARD SOLUTIONS JP MOR	in	QUARTERMASTER SUPPLIES	125.84

Check #	Check Date	Vendor #	Vendor Name		Description of Services	Amount $
					Total amount by Department	**$ 5,776.74**
081 FIRE DEPT. - ADMINISTRATION						
156878	02/12/2021	04764	UNITED PARCEL SERVICE	in	SHIPPING	5.36
300437	02/12/2021	05000	COMMERCIAL CARD SOLUTIONS JP MOR	in	MONTHLY RX DISPOSAL FEE	16.15
					Total amount by Department	**$ 21.51**
082 FIRE DEPT. - SUPPRESSION						
156695	02/08/2021	00030	VERIZON NORTHWEST	in	CITY WIDE CELL PHONES	1,088.95
156718	02/12/2021	01568	ATOMIC SCREEN PRINT & EMBROIDERY	in	KFD BEANIES & HATS	37.14
156828	02/12/2021	08875	NAPA PASCO AUTO PARTS THM MANAGE	in	CHAIN CABLE	10.77
156848	02/12/2021	00957	RANCH & HOME INC	in	STATION BOOTS - HANBY	20.76
156848	02/12/2021	00957	RANCH & HOME INC	in	STATION BOOTS - CURTIS	26.06
300437	02/12/2021	05000	COMMERCIAL CARD SOLUTIONS JP MOR	in	LOGITECH HD PRO WEBCAM - EURY GAL	86.77
300437	02/12/2021	05000	COMMERCIAL CARD SOLUTIONS JP MOR	in	MONTHLY ZOOM SOFTWARE CHARGE FO	16.27
300437	02/12/2021	05000	COMMERCIAL CARD SOLUTIONS JP MOR	in	MONTHLY LIBIB SOFTWARE CHARGE FOI	6.00
					Total amount by Department	**$ 1,292.72**
083 FIRE PREVENTION & INVESTIGATION						
300437	02/12/2021	05000	COMMERCIAL CARD SOLUTIONS JP MOR	in	INTERNATIONAL ASSOCIATION OF INVES	140.00
300437	02/12/2021	05000	COMMERCIAL CARD SOLUTIONS JP MOR	in	2018 IFC CODE UPDATE WEBINAR - ELLIS	125.00
					Total amount by Department	**$ 265.00**
090 ENGINEERING						
156695	02/08/2021	00030	VERIZON NORTHWEST	in	CITY WIDE CELL PHONES	572.84
156735	02/12/2021	00471	B-F-WW GOOD ROADS	in	2021 MEMBERSHIP DUES	250.00
156767	02/12/2021	01907	DLT SOLUTIONS LLC	in	AUTOCAD RENEWAL 2021	6,412.34
156832	02/12/2021	03700	OFFICE DEPOT INC	in	OFFICE SUPPLIES	97.74
156832	02/12/2021	03700	OFFICE DEPOT INC	in	OFFICE SUPPLIES	479.97
156832	02/12/2021	03700	OFFICE DEPOT INC	in	OFFICE SUPPLIES	72.75
156884	02/12/2021	01713	WA STATE GOOD ROADS AND TRANSPOR	in	GOOD ROADS MEMBERSHIP	200.00
300437	02/12/2021	05000	COMMERCIAL CARD SOLUTIONS JP MOR	in	AA BATTERIES.	9.76
300437	02/12/2021	05000	COMMERCIAL CARD SOLUTIONS JP MOR	in	RETURN OF 2 ENGINEERING WEBCAMS.	-59.71
300437	02/12/2021	05000	COMMERCIAL CARD SOLUTIONS JP MOR	in	RETURN OF 2 ENGINEERING WEBCAMS.	-59.71
					Total amount by Department	**$ 7,975.98**
101 CORPORATE & COMMUNITY SERVICES						
156740	02/12/2021	05827	CALIPER MANAGEMENT INC	in	PROFESSIONAL SERVICES	341.00
156740	02/12/2021	05827	CALIPER MANAGEMENT INC	in	PROFESSIONAL SERVICES	368.00
156813	02/12/2021	09277	LOURDES OCCUPATIONAL HEALTH	in	PROFESSIONAL SERVICES	120.00

Check #	Check Date	Vendor #	Vendor Name		Description of Services	Amount $
156813	02/12/2021	09277	LOURDES OCCUPATIONAL HEALTH	in	PROFESSIONAL SERVICES	120.00
156862	02/12/2021	08315	STERLING	in	PROFESSIONAL SERVICES	232.40
300437	02/12/2021	05000	COMMERCIAL CARD SOLUTIONS JP MOR	in	2021 WALL CALENDARS (4 AT $16.99/EACI	73.80
					Total amount by Department	**$ 1,255.20**
113 PARKS DEPT.-RECREATION SERVICES						
156695	02/08/2021	00030	VERIZON NORTHWEST	in	CITY WIDE CELL PHONES	187.68
156877	02/12/2021	00623	U.S. BANK NATIONAL ASSOCIATION	in	BANK SERVICE CHARGES	3,379.38
156900	02/12/2021	00400	SKYHAWKS TRI CITIES	in	FALL/WINTER DAY CAMP	2,008.34
300437	02/12/2021	05000	COMMERCIAL CARD SOLUTIONS JP MOR	in	B&W CANVAS FOR COMMUNITY CENTER	69.10
300437	02/12/2021	05000	COMMERCIAL CARD SOLUTIONS JP MOR	in	PANDORA RADIO FOR PAVILION	29.27
300437	02/12/2021	05000	COMMERCIAL CARD SOLUTIONS JP MOR	in	LED LIGHT, STRIP	58.34
300437	02/12/2021	05000	COMMERCIAL CARD SOLUTIONS JP MOR	in	WINTER DAY CAMP SUPPLIES	48.77
300437	02/12/2021	05000	COMMERCIAL CARD SOLUTIONS JP MOR	in	LABELS - M131 BLACK ON CLEAR TAPE	20.59
300437	02/12/2021	05000	COMMERCIAL CARD SOLUTIONS JP MOR	in	MSI VIDEO CARD REPLACEMENT FOR DR	324.70
300437	02/12/2021	05000	COMMERCIAL CARD SOLUTIONS JP MOR	in	LABEL - M231 BLACK ON WHITE TAPE	32.50
300437	02/12/2021	05000	COMMERCIAL CARD SOLUTIONS JP MOR	in	MEMBERSHIP, AMAZON PRIME	129.23
300437	02/12/2021	05000	COMMERCIAL CARD SOLUTIONS JP MOR	in	CONSTANT CONTACT, DUES/SUBSCRIPTI(	410.64
300437	02/12/2021	05000	COMMERCIAL CARD SOLUTIONS JP MOR	in	SCHEDULER - LEAGUE PLAY	699.00
300437	02/12/2021	05000	COMMERCIAL CARD SOLUTIONS JP MOR	in	WINTER DAY CAMP MOVIE -	1.95
300437	02/12/2021	05000	COMMERCIAL CARD SOLUTIONS JP MOR	in	DAYCAMP SNACKS	17.51
					Total amount by Department	**$ 7,417.00**
114 PARKS DEPT.-FACILITIES MAINT.						
156680	02/02/2021	00084	BENTON PUD NO. 1	in	ELECTRICITY	211.36
156681	02/02/2021	00084	BENTON PUD NO. 1	in	ELECTRICITY	18.50
156695	02/08/2021	00030	VERIZON NORTHWEST	in	CITY WIDE CELL PHONES	916.69
156707	02/12/2021	08623	ACE SALES & SERVICE INC	in	PORTABLE RR - FACILITIES	337.80
156712	02/12/2021	05911	AMERICAN BUILDING MAINTENANCE	in	JANITORIAL SVC - FEB 2021	13,085.47
156715	02/12/2021	03088	APOLLO MECHANICAL CONTRACTORS A	in	2021-02 HVAC MAINTENANCE	3,049.47
156715	02/12/2021	03088	APOLLO MECHANICAL CONTRACTORS A	in	FILTER REPLACEMENT FOIL TAPE FACILI	495.24
156715	02/12/2021	03088	APOLLO MECHANICAL CONTRACTORS A	in	FILTER REPLACEMENT FACILITIES	800.03
156715	02/12/2021	03088	APOLLO MECHANICAL CONTRACTORS A	in	RTU #2 REPLACEMENT FACILITIES	1,704.49
156721	02/12/2021	01726	BAVCO APPARATUS & VALVE CO	in	BACKFLOW VALVES - PARKS	356.21
156722	02/12/2021	03707	BAXTER AUTO PARTS	in	BRK LIGHT FACILITIES	8.21
156733	02/12/2021	00084	BENTON PUD NO. 1	in	ELECTRICITY	26.69
156733	02/12/2021	00084	BENTON PUD NO. 1	in	COLUMBIA PARK	2,204.82
156733	02/12/2021	00084	BENTON PUD NO. 1	in	COLUMBIA PARK	47.57

City of Kennewick
Claims Roster
1/23/2021 - 2/12/2021

Accounting Period

2022

Check #	Check Date	Vendor #	Vendor Name		Description of Services	Amount $
156733	02/12/2021	00084	BENTON PUD NO. 1	in	CITY PARKS	5,266.23
156733	02/12/2021	00084	BENTON PUD NO. 1	in	ELECTRICITY	895.46
156733	02/12/2021	00084	BENTON PUD NO. 1	in	CITY PARKS	301.11
156733	02/12/2021	00084	BENTON PUD NO. 1	in	CITY FACILITIES	14,083.07
156739	02/12/2021	00310	BUILDERS FIRSTSOURCE	in	WINDOW TRIM	89.31
156752	02/12/2021	00175	COLUMBIA BASIN PAPER & SUPPLY	in	DISPENSERS - KCC PARKS	722.49
156767	02/12/2021	01907	DLT SOLUTIONS LLC	in	AUTOCAD RENEWAL 2021	2,338.23
156775	02/12/2021	00166	FARMERS EXCHANGE	in	CHAINSAW CHAINS - PARKS	30.28
156775	02/12/2021	00166	FARMERS EXCHANGE	in	CHAIN SAW BAR OIL PARKS	16.28
156777	02/12/2021	08774	FASTENAL COMPANY	in	LIGHT FASTENERS - PARKS	50.90
156780	02/12/2021	00086	FERGUSON ENTERPRISES INC	in	FLUSH VALVE PARKS	390.57
156781	02/12/2021	09431	G & R AG PRODUCTS INC	in	SPRAYER REPAIR PARKS	222.14
156787	02/12/2021	01775	GRAINGER	in	EXTERIOR LIGHTS	338.34
156790	02/12/2021	00865	HD FOWLER COMPANY INC	in	VALVE REPLACEMENT UNIT	558.31
156796	02/12/2021	08130	HUNTER JOSHUA	in	REIMB BOOTS	173.75
156807	02/12/2021	00078	KENNEWICK INDUSTRIAL & ELEC	in	VALVE BOX LIDS	32.68
156807	02/12/2021	00078	KENNEWICK INDUSTRIAL & ELEC	in	IRRIGATION PARTS	9.86
156807	02/12/2021	00078	KENNEWICK INDUSTRIAL & ELEC	in	EXTERIOR LIGHTS PARKS	90.75
156807	02/12/2021	00078	KENNEWICK INDUSTRIAL & ELEC	in	LIGHT BALLAST - PARKS	150.61
156807	02/12/2021	00078	KENNEWICK INDUSTRIAL & ELEC	in	IRRIGATION PARTS - PARKS	13.78
156822	02/12/2021	01955	MID-AMERICAN RESEARCH CHEMICAL	in	CHEMICALS - PARKS	691.78
156825	02/12/2021	05112	MOON SECURITY SERVICES, INC	in	FIRE ALARM TESTING FACILTIES	1,235.30
156825	02/12/2021	05112	MOON SECURITY SERVICES, INC	in	FIRE AND BURG ALARM TESTING FACILI	745.04
156825	02/12/2021	05112	MOON SECURITY SERVICES, INC	in	FIRE ALARM TESTING FACILITIES	319.28
156825	02/12/2021	05112	MOON SECURITY SERVICES, INC	in	FIRE ALARM TESTING FACILITIES	298.70
156825	02/12/2021	05112	MOON SECURITY SERVICES, INC	in	FIRE ALARM TESTING FACILITIES	185.96
156825	02/12/2021	05112	MOON SECURITY SERVICES, INC	in	FIRE ALARM TESTING FACILITIES	190.06
156825	02/12/2021	05112	MOON SECURITY SERVICES, INC	in	FIRE ALARM TESTING FACILITIES	190.06
156826	02/12/2021	06119	MSDSONLINE, INC DBA VELOCITYEHS	in	MSDS ONLINE SUBSCRIPTION	600.01
156846	02/12/2021	00329	PLATT ELECTRIC SUPPLY COMPANY REX	in	EXTERIOR FIXTURES - PARKS	109.16
156846	02/12/2021	00329	PLATT ELECTRIC SUPPLY COMPANY REX	in	LIGHT FIXTURES - PARKS	620.41
156846	02/12/2021	00329	PLATT ELECTRIC SUPPLY COMPANY REX	in	LIGHT FIXTURES - PARKS	16.16
156866	02/12/2021	05945	THYSSENKRUPP ELEVATOR CORP	in	ELEVATOR MAINTENANCE	52.08
156879	02/12/2021	03564	US LINEN AND UNIFORM	in	LINEN SERVICE	140.80
156888	02/12/2021	01035	WASHINGTON HARDWARE AND FURNITU	in	CREDIT	-51.03
300437	02/12/2021	05000	COMMERCIAL CARD SOLUTIONS JP MOR	in	GRANGE HALL GUTTER REPAIRS	64.26
300437	02/12/2021	05000	COMMERCIAL CARD SOLUTIONS JP MOR	in	PESTICIDE EDUCATION TRAINING FOR G	30.00

Check #	Check Date	Vendor #	Vendor Name		Description of Services	Amount $
300437	02/12/2021	05000	COMMERCIAL CARD SOLUTIONS JP MOR	in	PESTICIDE EDUCATION TRAINING FOR D.	240.00
300437	02/12/2021	05000	COMMERCIAL CARD SOLUTIONS JP MOR	in	PESTICIDE EDUCATION TRAINING FOR R(	450.00
300437	02/12/2021	05000	COMMERCIAL CARD SOLUTIONS JP MOR	in	OFFICE CHAIR - I. DEZEMBER	380.09
300437	02/12/2021	05000	COMMERCIAL CARD SOLUTIONS JP MOR	in	LSAW MEMBERSHIP - DONALD WIEBER	230.00
					Total amount by Department	**$ 55,774.82**
120 NON-DEPARTMENTAL						
156712	02/12/2021	05911	AMERICAN BUILDING MAINTENANCE	in	JANITORIAL SVC - FEB 2021	4,751.54
156715	02/12/2021	03088	APOLLO MECHANICAL CONTRACTORS A	in	2021-02 HVAC MAINTENANCE	247.61
156723	02/12/2021	00092	BENTON CLEAN AIR AGENCY	in	COK ASSESSMENT	18,864.70
156725	02/12/2021	08297	BENTON CO COMMISSIONERS	in	DIST COURT/OPD BILLINGS	125,872.77
156727	02/12/2021	00014	BENTON COUNTY	in	ELECTION RESERVE FUND	105,375.40
156728	02/12/2021	00014	BENTON COUNTY	in	ELECTION RESERVE FUND	6,379.11
156733	02/12/2021	00084	BENTON PUD NO. 1	in	CITY FACILITIES	1,888.70
156760	02/12/2021	07711	CULLIGAN WATER CONDITIONING	in	WATER DELIVERY	262.81
156760	02/12/2021	07711	CULLIGAN WATER CONDITIONING	in	WATER DELIVERY	24.98
156816	02/12/2021	08208	MCBRIDE PUBLIC AFFAIRS LLC THOMAS	in	LOBBYIST EXPENSES	4,120.00
156825	02/12/2021	05112	MOON SECURITY SERVICES, INC	in	FIRE ALARM TESTING FACILITIES	488.69
156842	02/12/2021	06433	PAVEMENT SURFACE CONTROL	in	TRAFFIC CONTROL - COVID VACCINE SIT	1,035.70
156842	02/12/2021	06433	PAVEMENT SURFACE CONTROL	in	TRAFFIC CONTROL - COVID VACCINE SIT	4,756.30
156870	02/12/2021	00176	TRI-CITIES VISITOR & CONVENTION BUI	in	GOVERNOR'S MESSAGE VIDEO	768.75
					Total amount by Department	**$ 274,837.06**
360 MISCELLANEOUS REVENUE						
156877	02/12/2021	00623	U.S. BANK NATIONAL ASSOCIATION	in	BANK SERVICE CHARGES	24,233.08
					Total amount by Department	**$ 24,233.08**
					Total amount by Fund	**$ 1,142,224.29**
101 STREET FUND						
010 STREETS						
156695	02/08/2021	00030	VERIZON NORTHWEST	in	CITY WIDE CELL PHONES	98.33
156805	02/12/2021	05148	KELLEY'S TELE-COMMUNICATIONS	in	ANSWERING SERVICE	61.58
156821	02/12/2021	00923	METROPOLITAN TRANS. COMMISSION	in	STREET SAVER SUBSCRIPTION	2,500.00
156826	02/12/2021	06119	MSDSONLINE, INC DBA VELOCITYEHS	in	MSDS ONLINE SUBSCRIPTION	157.14
156865	02/12/2021	00172	THE TRI-CITY HERALD	in	INVITATION TO BID	308.84
156868	02/12/2021	06529	TOTEM PACIFIC CORPORATION	in	ROAD SALT	3,207.74
156868	02/12/2021	06529	TOTEM PACIFIC CORPORATION	in	ROAD SALT	2,928.15
156868	02/12/2021	06529	TOTEM PACIFIC CORPORATION	in	ROAD SALT	2,987.62

Check #	Check Date	Vendor #	Vendor Name		Description of Services	Amount $
300437	02/12/2021	05000	COMMERCIAL CARD SOLUTIONS JP MOR	in	RECURRING MONTHLY CHARGE FOR GPS	279.00
300437	02/12/2021	05000	COMMERCIAL CARD SOLUTIONS JP MOR	in	SUBSCRIPTION RENEWAL FOR STREETSA	2,500.00
					Total amount by Department	**$ 15,028.40**
020 TRAFFIC						
156679	02/02/2021	00084	BENTON PUD NO. 1	in	ELECTRICITY	1,758.50
156695	02/08/2021	00030	VERIZON NORTHWEST	in	CITY WIDE CELL PHONES	453.19
156733	02/12/2021	00084	BENTON PUD NO. 1	in	ELECTRICITY	200.67
156733	02/12/2021	00084	BENTON PUD NO. 1	in	SIGNALS	4,448.90
156733	02/12/2021	00084	BENTON PUD NO. 1	in	CITY FACILITIES	47.44
156733	02/12/2021	00084	BENTON PUD NO. 1	in	FLASHERS	280.33
156733	02/12/2021	00084	BENTON PUD NO. 1	in	STREET LIGHTS	17,060.02
156758	02/12/2021	00035	CONSOLIDATED ELECTRICAL DISTRIBUT	in	STREET LIGHT HEADS & PHOTOCELLS	4,751.34
156767	02/12/2021	01907	DLT SOLUTIONS LLC	in	AUTOCAD RENEWAL 2021	5,102.18
156805	02/12/2021	05148	KELLEY'S TELE-COMMUNICATIONS	in	ANSWERING SERVICE	61.58
156807	02/12/2021	00078	KENNEWICK INDUSTRIAL & ELEC	in	ELECTRICAL TAPE	133.64
156826	02/12/2021	06119	MSDSONLINE, INC DBA VELOCITYEHS	in	MSDS ONLINE SUBSCRIPTION	57.15
156848	02/12/2021	00957	RANCH & HOME INC	in	LIFT JACK	177.48
					Total amount by Department	**$ 34,532.42**
					Total amount by Fund	**$ 49,560.82**
103 URBAN ARTERIAL STREET FUND						
010 REIMBURSEABLE GRANTS						
156883	02/12/2021	00063	WA STATE DEPT TRANSPORTATION HIGH	in	GCB AGREEMENT - P1402	2,996.98
					Total amount by Department	**$ 2,996.98**
					Total amount by Fund	**$ 2,996.98**
106 BI-PIN OPERATIONS FUND						
010 BI-PIN OPERATIONS FUND						
156755	02/12/2021	06375	COMPUNET INC	in	2021 BIPIN PALO ALTO FIREWALL RENEW	13,748.76
156755	02/12/2021	06375	COMPUNET INC	in	2021 BIPIN SMARTNET	14,243.52
					Total amount by Department	**$ 27,992.28**
					Total amount by Fund	**$ 27,992.28**
107 COMMUNITY DEVELOPMENT FUND						
330 INTERGOVERNMENTAL REVENUE						
156747	02/12/2021	00100	CITY OF RICHLAND	in	HOME LOAN PAYOFF	9,000.00

Check #	Check Date	Vendor #	Vendor Name		Description of Services	Amount $
					Total amount by Department	**$ 9,000.00**
					Total amount by Fund	**$ 9,000.00**
116 LODGING TAX FUND						
010 LODGING TAX FUND						
156694	02/04/2021	00176	TRI-CITIES VISITOR & CONVENTION BUI	in	CONTRACT DUES 2020	23,254.00
156870	02/12/2021	00176	TRI-CITIES VISITOR & CONVENTION BUI	in	CONTRACT DUES 2021-JAN	22,070.00
					Total amount by Department	**$ 45,324.00**
					Total amount by Fund	**$ 45,324.00**
117 CRIMINAL JUSTICE SALES TAX FUND						
010 CRIMINAL JUSTICE SALES TAX FUND						
156678	02/02/2021	00287	B-F COUNTY BAR ASSOCIATION	in	2021 BAR ASSOC DUES	30.00
156695	02/08/2021	00030	VERIZON NORTHWEST	in	CITY WIDE CELL PHONES	886.58
156746	02/12/2021	02481	CI INFORMATION MANAGEMENT CI SUP	in	SHRED SERVICE	12.38
156847	02/12/2021	03467	PRONTO PROCESS SERVICE, INC	in	MESSENGER SERVICE - JAN 2021	10.00
156860	02/12/2021	07685	SPECIAL CONSULTING SERVICES LLC	in	SPECIAL INVESTIGATIONS	1,516.75
300437	02/12/2021	05000	COMMERCIAL CARD SOLUTIONS JP MOR	in	RECEIVED STAMP	16.36
300437	02/12/2021	05000	COMMERCIAL CARD SOLUTIONS JP MOR	in	PRA & OPMA CASE LAW UPDATE - HANSE	35.00
300437	02/12/2021	05000	COMMERCIAL CARD SOLUTIONS JP MOR	in	LAURENCIO SANGUINO - WASHINGTON S	5.98
300437	02/12/2021	05000	COMMERCIAL CARD SOLUTIONS JP MOR	in	LAURENCIO SANGUINO - WASHINGTON S	239.00
300437	02/12/2021	05000	COMMERCIAL CARD SOLUTIONS JP MOR	in	LAURENCIO SANGUINO - WSAMA RENEW	30.00
300437	02/12/2021	05000	COMMERCIAL CARD SOLUTIONS JP MOR	in	REDUNDANT INTERNET CONNECTION	580.00
					Total amount by Department	**$ 3,362.05**
					Total amount by Fund	**$ 3,362.05**
118 HIDTA PROGRAM						
010 HIDTA PROGRAM						
156745	02/12/2021	10777	CHRISTINE JULIE KATHLEEN	in	NW HIDTA FINANCIAL MANAGER	4,594.51
156770	02/12/2021	10225	DURAN MATTHEW LAWRENCE	in	NW HIDTA DEPUTY DIRECTOR	6,706.07
156774	02/12/2021	10912	EVANS KEITH A	in	NW HIDTA INTELLIGENCE ANALYST	3,572.30
156786	02/12/2021	10913	GOSLING MARK	in	NW HIDTA DRUG INTEL OFFICER	3,718.67
156849	02/12/2021	10914	RASK ANDREA ROBIN	in	NW HIDTA OPERATIONS COORD	3,572.30
156852	02/12/2021	10915	ROSS BRANDON R	in	NW HIDTA ADMIN/SURV TECH	4,860.13
156892	02/12/2021	10001	WEINER JONATHAN M	in	NW HIDTA DIRECTOR	7,844.17
					Total amount by Department	**$ 34,868.15**

Check #	Check Date	Vendor #	Vendor Name		Description of Services	Amount $
					Total amount by Fund	**$ 34,868.15**
300 CAPITAL IMPROVEMENTS FUND						
020 LAND AND FACILITIES						
156715	02/12/2021	03088	APOLLO MECHANICAL CONTRACTORS A	in	HVAC REPLACEMENT - E BENTON CO MU	23,239.03
156843	02/12/2021	01174	PBS ENGINEERING & ENVIRONMENTAL	in	FINAL DESIGN - SEGMENT 1 BANK STABI	3,306.25
300437	02/12/2021	05000	COMMERCIAL CARD SOLUTIONS JP MOR	in	MONITOR SHELF - NEW FIRE #63	33.64
					Total amount by Department	**$ 26,578.92**
075 GO BOND 2020A						
156711	02/12/2021	10058	ALLIANCE MANAGEMENT & CONSTRUC	in	CONSTRUCTION MANAGEMENT	8,437.00
156867	02/12/2021	08748	TOTAL SITE SERVICES, LLC	in	FIRE STATION #3 CONSTRUCTION RFB20-(	296,031.77
300437	02/12/2021	05000	COMMERCIAL CARD SOLUTIONS JP MOR	in	COILED AIR HOSE FOR FIRE STATION #3 I	125.14
300437	02/12/2021	05000	COMMERCIAL CARD SOLUTIONS JP MOR	in	2 DELL MONITORS - NEW FIRE #63	571.95
300437	02/12/2021	05000	COMMERCIAL CARD SOLUTIONS JP MOR	in	LATITUDE 7410 LAPTOP - NEW FIRE #63	1,916.79
300437	02/12/2021	05000	COMMERCIAL CARD SOLUTIONS JP MOR	in	DELL THUNDERBOLT DOCK - NEW FIRE #	280.66
					Total amount by Department	**$ 307,363.31**
900 CAPITAL PURCHASES						
156755	02/12/2021	06375	COMPUNET INC	in	CNET PRO SERVICES	2,736.72
156837	02/12/2021	03458	PARAMOUNT COMMUNICATIONS INC	in	CITY SHOPS GATE WIRING	3,676.11
156876	02/12/2021	01566	TYLER TECHNOLOGIES INC	in	EDEN REPLACEMENT PROJECT - CONTRA	12,000.00
156876	02/12/2021	01566	TYLER TECHNOLOGIES INC	in	EDEN REPLACEMENT PROJECT - CONTRA	2,520.00
156876	02/12/2021	01566	TYLER TECHNOLOGIES INC	in	EDEN REPLACEMENT PROJECT - CONTRA	3,780.00
156876	02/12/2021	01566	TYLER TECHNOLOGIES INC	in	EDEN REPLACEMENT PROJECT - CONTRA	5,040.00
300437	02/12/2021	05000	COMMERCIAL CARD SOLUTIONS JP MOR	in	CAMTASIA - 2 LICENSES - BUILDING/PLA	583.71
					Total amount by Department	**$ 30,336.54**
					Total amount by Fund	**$ 364,278.77**
401 WATER AND SEWER FUND						
156790	02/12/2021	00865	HD FOWLER COMPANY INC	in	PARTS INVENTORY	1,265.08
156790	02/12/2021	00865	HD FOWLER COMPANY INC	in	PARTS INVENTORY	759.18
					Total amount by Department	**$ 2,024.26**
010 WATER/SEWER OPERATIONS						
156679	02/02/2021	00084	BENTON PUD NO. 1	in	ELECTRICITY	3,076.77
156695	02/08/2021	00030	VERIZON NORTHWEST	in	CITY WIDE CELL PHONES	2,293.40

City of Kennewick
Claims Roster
1/23/2021 - 2/12/2021

Accounting Period

2022

Check #	Check Date	Vendor #	Vendor Name		Description of Services	Amount $
156712	02/12/2021	05911	AMERICAN BUILDING MAINTENANCE	in	JANITORIAL SVC - FEB 2021	548.76
156713	02/12/2021	07400	ANALYTICAL SERVICES INC	in	ENDOSPORE ANALYSIS - WTP	215.00
156713	02/12/2021	07400	ANALYTICAL SERVICES INC	in	ENDOSPORE ANALYSIS - WTP	215.00
156714	02/12/2021	02738	ANATEK LABS INC	in	P2024 WATER QUALITY SAMPLING	1,192.00
156715	02/12/2021	03088	APOLLO MECHANICAL CONTRACTORS A	in	2021-02 HVAC MAINTENANCE	700.49
156715	02/12/2021	03088	APOLLO MECHANICAL CONTRACTORS A	in	TROUBLE SHOOT AMU-2 FACILITIES	206.34
156720	02/12/2021	04052	BATTERIES PLUS	in	FLASHLIGHT BATTERY - VEH #5105 - WW	31.44
156724	02/12/2021	00092	BENTON CLEAN AIR AGENCY	in	ANNUAL REGISTRATION FEE - WW	157.00
156724	02/12/2021	00092	BENTON CLEAN AIR AGENCY	in	ANNUAL REGISTRATION FEE - WW	214.00
156732	02/12/2021	00093	BENTON FRANKLIN DISTRICT HEALTH	in	WATER TESTING - WTP	2,590.00
156733	02/12/2021	00084	BENTON PUD NO. 1	in	ELECTRICITY	60.98
156733	02/12/2021	00084	BENTON PUD NO. 1	in	ELECTRICITY	30,623.23
156733	02/12/2021	00084	BENTON PUD NO. 1	in	SEWER LIFT STATIONS	6,724.39
156733	02/12/2021	00084	BENTON PUD NO. 1	in	ELECTRICITY	21,346.00
156733	02/12/2021	00084	BENTON PUD NO. 1	in	CITY PARKS	13,854.16
156733	02/12/2021	00084	BENTON PUD NO. 1	in	ELECTRICITY	291.17
156733	02/12/2021	00084	BENTON PUD NO. 1	in	WATER FILTRATION	5,465.93
156755	02/12/2021	06375	COMPUNET INC	in	NETWORK SUPPORT - DEC 2020	1,500.00
156762	02/12/2021	08116	D&D TELECOMMUNICATIONS PROPERTI	in	INSPIRATION POINT	752.24
156777	02/12/2021	08774	FASTENAL COMPANY	in	PARTS - CHECK VALVE REPAIR- WTP	84.58
156779	02/12/2021	04147	FEDEX	in	SHIPPING	94.82
156780	02/12/2021	00086	FERGUSON ENTERPRISES INC	in	PARTS - METER INSTALLATION - WD	22.46
156780	02/12/2021	00086	FERGUSON ENTERPRISES INC	in	REPAIR PARTS - WD	67.49
156780	02/12/2021	00086	FERGUSON ENTERPRISES INC	in	REPAIR PARTS S.RIDGE- WD	3,092.84
156787	02/12/2021	01775	GRAINGER	in	PUMP PIT FAN - WW	129.98
156789	02/12/2021	07234	GROUNDWATER SOLUTIONS INC GSI WA	in	ASR-1 WY2020 P-1935 OPERATIONS CYCLI	9,555.00
156789	02/12/2021	07234	GROUNDWATER SOLUTIONS INC GSI WA	in	ASR WY2021 OPERATIONS & REPORTING	696.92
156797	02/12/2021	09099	IDEXX DISTRIBUTION INC	in	FECAL COLIFORM QC TEST - WW	192.75
156797	02/12/2021	09099	IDEXX DISTRIBUTION INC	in	STERILE WATER QC TEST - WW	70.66
156803	02/12/2021	04713	J-U-B ENGINEERS INC	in	ENGINEERING CONSULTANT P-2025	15,125.80
156805	02/12/2021	05148	KELLEY'S TELE-COMMUNICATIONS	in	ANSWERING SERVICE	61.41
156807	02/12/2021	00078	KENNEWICK INDUSTRIAL & ELEC	in	HYPO SYSTEM CARTRIDGE	7.88
156817	02/12/2021	05256	MCCUNE'S INSTRUMENTS	in	BACKFLOW TEST KIT CERTIFICATION - W	83.86
156820	02/12/2021	01343	MELVILLE ED	in	REIMB - BOOTS	193.67
156825	02/12/2021	05112	MOON SECURITY SERVICES, INC	in	FIRE ALARM TESTING FACILITIES	159.65
156825	02/12/2021	05112	MOON SECURITY SERVICES, INC	in	FIRE ALARM TESTING INSPECTION FACIL	195.48
156826	02/12/2021	06119	MSDSONLINE, INC DBA VELOCITYEHS	in	MSDS ONLINE SUBSCRIPTION	1,057.16

Check #	Check Date	Vendor #	Vendor Name		Description of Services	Amount $
156829	02/12/2021	01290	NCL OF WISCONSIN, INC.	in	LAB SUPPLIES - WW	648.69
156830	02/12/2021	05532	NORCO, INC.	in	OXYGEN & ACETYLENE - WWTP	132.62
156832	02/12/2021	03700	OFFICE DEPOT INC	in	OFFICE SUPPLIES	101.93
156832	02/12/2021	03700	OFFICE DEPOT INC	in	OFFICE SUPPLIES	40.38
156832	02/12/2021	03700	OFFICE DEPOT INC	in	OFFICE SUPPLIES- WTP	42.40
156836	02/12/2021	00917	OXARC, INC.	in	OXYGEN & ACETYLENE - WD	74.33
156836	02/12/2021	00917	OXARC, INC.	in	CYLINDER PURCHASE - WW	720.20
156838	02/12/2021	01040	PARAMOUNT SUPPLY COMPANY	in	AIR FILTERS - WTP	61.77
156838	02/12/2021	01040	PARAMOUNT SUPPLY COMPANY	in	REPAIR PARTS - WTP	21.79
156840	02/12/2021	00300	PASCO MACHINE CO INC	in	MACHINE WORK - TRIM IMPELLER / WEA	291.05
156871	02/12/2021	06270	TRI-CITY SIGN & BARRICADE CONSTRU(	in	LOCATE PAINT - WW	191.96
156874	02/12/2021	00393	TROJAN TECHNOLOGIES	in	REPAIR PARTS - WTP	120.20
156878	02/12/2021	04764	UNITED PARCEL SERVICE	in	SHIPPING	4.11
156878	02/12/2021	04764	UNITED PARCEL SERVICE	in	SHIPPING	46.86
156879	02/12/2021	03564	US LINEN AND UNIFORM	in	LINEN SERVICE	65.16
156880	02/12/2021	03881	UTILITIES UNDERGROUND LOCATION C[	in	UTILITY LOCATES	367.65
156882	02/12/2021	00164	WA STATE DEPARTMENT OF ECOLOGY	in	YEARLY LAB ACCREDITATION FEES - WW	680.00
156888	02/12/2021	01035	WASHINGTON HARDWARE AND FURNITU	in	REPAIR PARTS - WTP	14.14
156888	02/12/2021	01035	WASHINGTON HARDWARE AND FURNITU	in	REPAIR PARTS - WTP	17.35
156899	02/12/2021	05471	ZIPLY FIBER NORTHWEST FIBER, LLC DE	in	TELEPHONE SVC	409.72
300437	02/12/2021	05000	COMMERCIAL CARD SOLUTIONS JP MOR	in	LEAD & COPPER RULE WEBINAR FOR J.L[	45.00
300437	02/12/2021	05000	COMMERCIAL CARD SOLUTIONS JP MOR	in	WATERWORKS CERTIFICATION - DOTY.	42.00
300437	02/12/2021	05000	COMMERCIAL CARD SOLUTIONS JP MOR	in	2021 WATERWORKS CERTIFICATIONS REN	42.00
300437	02/12/2021	05000	COMMERCIAL CARD SOLUTIONS JP MOR	in	ERWOW 2021 ANNUAL CONFERENCE (VIR	200.00
300437	02/12/2021	05000	COMMERCIAL CARD SOLUTIONS JP MOR	in	ERWOW 2021 ANNUAL CONFERENCE (VIR	200.00
300437	02/12/2021	05000	COMMERCIAL CARD SOLUTIONS JP MOR	in	OFFICE SUPPLIES LABEL TAPE CARTRIDC	42.16
300437	02/12/2021	05000	COMMERCIAL CARD SOLUTIONS JP MOR	in	ERWOW 2021 ANNUAL CONFERENCE (VIR	200.00
300437	02/12/2021	05000	COMMERCIAL CARD SOLUTIONS JP MOR	in	ERWOW 2021 ANNUAL CONFERENCE (VIR	200.00
300437	02/12/2021	05000	COMMERCIAL CARD SOLUTIONS JP MOR	in	ERWOW 2021 ANNUAL CONFERENCE (VIR	200.00
300437	02/12/2021	05000	COMMERCIAL CARD SOLUTIONS JP MOR	in	ERWOW 2021 ANNUAL CONFERENCE (VIR	200.00
300437	02/12/2021	05000	COMMERCIAL CARD SOLUTIONS JP MOR	in	OFFICE SUPPLIES LABEL TAPE CARTRIDC	33.50
300437	02/12/2021	05000	COMMERCIAL CARD SOLUTIONS JP MOR	in	PESTICIDE EDUCATION TRAINING FOR TI	600.00
300437	02/12/2021	05000	COMMERCIAL CARD SOLUTIONS JP MOR	in	WETRC BACKFLOW ASSEMBLY TESTER C	680.00
					Total amount by Department	**$ 129,687.68**
050 2020 REVENUE BOND						
156792	02/12/2021	06569	HDR INC	in	CONSULTANT AGREEMENT P-1810	5,319.16
156853	02/12/2021	07084	ROTSCHY INC	in	CONTRACT P1810-19	217,722.37

Check #	Check Date	Vendor #	Vendor Name		Description of Services	Amount $
					Total amount by Department	**$ 223,041.53**
					Total amount by Fund	**$ 354,753.47**
402 MEDICAL SERVICES FUND						
010 MEDICAL SERVICES						
156695	02/08/2021	00030	VERIZON NORTHWEST	in	CITY WIDE CELL PHONES	804.84
156718	02/12/2021	01568	ATOMIC SCREEN PRINT & EMBROIDERY	in	KFD BEANIES & HATS	210.47
156731	02/12/2021	00044	BENTON COUNTY FIRE DISTRICT #1	in	2021 MPD ANNUAL ASSESSMENT B/F/A CC	4,156.88
156736	02/12/2021	03495	BOUND TREE MEDICAL LLC	in	IV & GENERAL MEDICAL SUPPLIES	215.77
156736	02/12/2021	03495	BOUND TREE MEDICAL LLC	in	IV & GENERAL MEDICAL SUPPLIES	222.89
156741	02/12/2021	07715	CARDINAL HEALTH 411, INC	in	CREDIT	-44.32
156741	02/12/2021	07715	CARDINAL HEALTH 411, INC	in	MEDICATION	4.60
156741	02/12/2021	07715	CARDINAL HEALTH 411, INC	in	MEDICATION	159.30
156741	02/12/2021	07715	CARDINAL HEALTH 411, INC	in	MEDICATION	53.69
156741	02/12/2021	07715	CARDINAL HEALTH 411, INC	in	MEDICATION	48.53
156746	02/12/2021	02481	CI INFORMATION MANAGEMENT CI SUP	in	SHRED SERVICE	22.77
156751	02/12/2021	00695	COLUMBIA BASIN COLLEGE	in	WINTER 2021 ALS/OTEP CLASSES	58.80
156812	02/12/2021	08868	LIFE-ASSIST	in	IV SUPPLIES	235.66
156812	02/12/2021	08868	LIFE-ASSIST	in	IV & GENERAL MEDICAL SUPPLIES	2,982.18
156812	02/12/2021	08868	LIFE-ASSIST	in	IV SUPPLIES	144.00
156812	02/12/2021	08868	LIFE-ASSIST	in	IV SUPPLIES	859.07
156812	02/12/2021	08868	LIFE-ASSIST	in	MEDICATION	72.08
156812	02/12/2021	08868	LIFE-ASSIST	in	IV & GENERAL MEDICAL SUPPLIES	331.63
156848	02/12/2021	00957	RANCH & HOME INC	in	STATION BOOTS - HANBY	117.69
156848	02/12/2021	00957	RANCH & HOME INC	in	STATION BOOTS - CURTIS	147.69
156863	02/12/2021	10778	SYSTEMS DESIGN WEST LLC	in	EMS BILLING DECEMBER 2020	9,852.15
300437	02/12/2021	05000	COMMERCIAL CARD SOLUTIONS JP MOR	in	EMS SUPPLIES PURCHASE - WATERPROOI	74.91
300437	02/12/2021	05000	COMMERCIAL CARD SOLUTIONS JP MOR	in	MONTHLY RX DISPOSAL FEE	16.15
300437	02/12/2021	05000	COMMERCIAL CARD SOLUTIONS JP MOR	in	NEW 2020 ECC BOOKS FOR ACLS/PALS/PA	162.90
					Total amount by Department	**$ 20,910.33**
					Total amount by Fund	**$ 20,910.33**
403 BUILDING SAFETY FUND						
010 BUILDING SAFETY						
156695	02/08/2021	00030	VERIZON NORTHWEST	in	CITY WIDE CELL PHONES	366.40
156737	02/12/2021	00080	BRUTZMAN'S INC	in	OFFICE FURNITURE	5,907.30
156877	02/12/2021	00623	U.S. BANK NATIONAL ASSOCIATION	in	BANK SERVICE CHARGES	16,512.24

Check #	Check Date	Vendor #	Vendor Name		Description of Services	Amount $
300437	02/12/2021	05000	COMMERCIAL CARD SOLUTIONS JP MOR	in	LOGITECH WEBCAM - THOMAS WOODS	94.48
300437	02/12/2021	05000	COMMERCIAL CARD SOLUTIONS JP MOR	in	ZOOM LICENSE - TONY OSTOJA	212.14
300437	02/12/2021	05000	COMMERCIAL CARD SOLUTIONS JP MOR	in	ICC STORE: HUMAN RESOURCES MANAC	447.38
300437	02/12/2021	05000	COMMERCIAL CARD SOLUTIONS JP MOR	in	CREDIT OF OVERCHARGE ON TAXES FOR	-58.27
300437	02/12/2021	05000	COMMERCIAL CARD SOLUTIONS JP MOR	in	CREDIT OF OVERCHARGE OF TAXES ON I	-6.95
					Total amount by Department	**$ 23,474.72**
					Total amount by Fund	**$ 23,474.72**

405 STORMWATER UTILITY FUND

010 STORMWATER

156695	02/08/2021	00030	VERIZON NORTHWEST	in	CITY WIDE CELL PHONES	305.55
156717	02/12/2021	03905	ASPECT CONSULTING LLC	in	PROJECT P-2008 2020 STORMWATER - FIN/	6,130.75
156742	02/12/2021	05050	CENTRAL HOSE & FITTINGS INC	in	SWEEPER PARTS	11.36
156807	02/12/2021	00078	KENNEWICK INDUSTRIAL & ELEC	in	SWEEPER PARTS	5.16
156807	02/12/2021	00078	KENNEWICK INDUSTRIAL & ELEC	in	SWEEPER PARTS	13.58
156807	02/12/2021	00078	KENNEWICK INDUSTRIAL & ELEC	in	PARTS - SWEEPER 100	16.62
156826	02/12/2021	06119	MSDSONLINE, INC DBA VELOCITYEHS	in	MSDS ONLINE SUBSCRIPTION	157.14
156836	02/12/2021	00917	OXARC, INC.	in	CYLINDER PURCHASE - WW	240.07
156848	02/12/2021	00957	RANCH & HOME INC	in	PARTS - VAC CON WASHOUT	8.67
156899	02/12/2021	05471	ZIPLY FIBER NORTHWEST FIBER, LLC DE	in	TELEPHONE SVC	60.64
300437	02/12/2021	05000	COMMERCIAL CARD SOLUTIONS JP MOR	in	PESTICIDE EDUCATION TRAINING FOR JC	600.00
					Total amount by Department	**$ 7,549.54**
					Total amount by Fund	**$ 7,549.54**

501 EQUIPMENT RENTAL FUND

156757	02/12/2021	04853	CONNELL OIL INC 76 DISTRIBUTING	in	OIL INVENTORY	1,116.54
156766	02/12/2021	00601	DIRECT AUTOMOTIVE DISTRIBUTING	in	BRAKE PAD INVENTORY	206.10
156775	02/12/2021	00166	FARMERS EXCHANGE	in	PRE-MIX FUEL INVENTORY	347.52
156828	02/12/2021	08875	NAPA PASCO AUTO PARTS THM MANAGE	in	PARTS INVENTORY	445.29
156828	02/12/2021	08875	NAPA PASCO AUTO PARTS THM MANAGE	in	PARTS INVENTORY	15.16
156828	02/12/2021	08875	NAPA PASCO AUTO PARTS THM MANAGE	in	PARTS INVENTORY	354.62
156828	02/12/2021	08875	NAPA PASCO AUTO PARTS THM MANAGE	in	PARTS INVENTORY	543.48
156828	02/12/2021	08875	NAPA PASCO AUTO PARTS THM MANAGE	in	PARTS INVENTORY	464.06
156841	02/12/2021	06241	PASCO TIRE FACTORY INC	in	TIRE INVENTORY	768.33
					Total amount by Department	**$ 4,261.10**

Check #	Check Date	Vendor #	Vendor Name		Description of Services	Amount $
010 EQUIPMENT RENTAL						
156695	02/08/2021	00030	VERIZON NORTHWEST	in	CITY WIDE CELL PHONES	86.61
156719	02/12/2021	04247	AUTOZONE	in	BRAKE PARTS - VEH 3522	239.25
156742	02/12/2021	05050	CENTRAL HOSE & FITTINGS INC	in	HOSE & FITTINGS - VEH 0228	48.00
156743	02/12/2021	01315	CENTRAL MACHINERY SALES INC	in	CONNECTOR - VEH 0059	150.89
156743	02/12/2021	01315	CENTRAL MACHINERY SALES INC	in	HARDWARE - VEH 0059	23.13
156743	02/12/2021	01315	CENTRAL MACHINERY SALES INC	in	ELEC PARTS - VEH 0055	16.01
156744	02/12/2021	04185	CHRISTENSEN INC	in	VALVE - SHOP	613.56
156750	02/12/2021	01310	COLEMAN OIL COMPANY	in	DIESEL #2 - WWTP GEN W010	96.53
156750	02/12/2021	01310	COLEMAN OIL COMPANY	in	FUEL - GENERATOR W010	603.20
156750	02/12/2021	01310	COLEMAN OIL COMPANY	in	FLEETWIDE FUEL ACCT #0870469	14,229.06
156750	02/12/2021	01310	COLEMAN OIL COMPANY	in	FLEETWIDE FUEL ACCT #0870469	15,508.50
156759	02/12/2021	07868	CORWIN FORD - TRI CITIES CORWIN OF I	in	PARTS - VEH 7364	134.01
156759	02/12/2021	07868	CORWIN FORD - TRI CITIES CORWIN OF I	in	PARTS - VEH 4308	39.96
156759	02/12/2021	07868	CORWIN FORD - TRI CITIES CORWIN OF I	in	WHEEL ASY - VEH 6004	191.34
156759	02/12/2021	07868	CORWIN FORD - TRI CITIES CORWIN OF I	in	CREDIT - PARTS - VEH 7364	-134.01
156761	02/12/2021	09415	CUMMINS INC	in	REPAIR - GENERATOR F640	348.52
156763	02/12/2021	09827	DAY WIRELESS SYSTEMS	in	LIGHTS - VEH 2307	204.34
156772	02/12/2021	09818	ENVIRO-CLEAN EQUIPMENT INC	in	SEALS - VEH 4612	308.98
156772	02/12/2021	09818	ENVIRO-CLEAN EQUIPMENT INC	in	HOSE REEL - VEH 4612	1,457.54
156772	02/12/2021	09818	ENVIRO-CLEAN EQUIPMENT INC	in	CAMERA - VEH 4612	645.03
156775	02/12/2021	00166	FARMERS EXCHANGE	in	AIR FILTER - VEH VC066	11.04
156783	02/12/2021	09348	GENUINE AUTO GLASS OF TRI-CITIES LL	in	WINDSHIELD - VEH 4612	529.15
156787	02/12/2021	01775	GRAINGER	in	PARTS - SHOP	97.41
156795	02/12/2021	08711	HUGHES FIRE EQUIPMENT INC	in	REPAIR SWITCH - VEH 2717	50.30
156795	02/12/2021	08711	HUGHES FIRE EQUIPMENT INC	in	REPAIR - VEH 2003	256.57
156795	02/12/2021	08711	HUGHES FIRE EQUIPMENT INC	in	REPAIR PARTS - VEH 0228	46.68
156800	02/12/2021	01205	JACK'S SUPERIOR AUTO BODY,LLC	in	BODY REPAIR - VEH 7781	476.60
156801	02/12/2021	03363	JIM'S PACIFIC GARAGES INC	in	TURBO REPAIR - VEH 2802	5,316.48
156801	02/12/2021	03363	JIM'S PACIFIC GARAGES INC	in	PARTS - VEH 2004	205.93
156818	02/12/2021	02254	MCMASTER-CARR SUPPLY COMPANY	in	PARTS - SHOP	20.48
156818	02/12/2021	02254	MCMASTER-CARR SUPPLY COMPANY	in	O-RINGS - VEH 0228	46.06
156828	02/12/2021	08875	NAPA PASCO AUTO PARTS THM MANAGE	in	CONNECTORS - VEH 7352	13.03
156828	02/12/2021	08875	NAPA PASCO AUTO PARTS THM MANAGE	in	COOLANT - VEH 7352	9.17
156828	02/12/2021	08875	NAPA PASCO AUTO PARTS THM MANAGE	in	SPARK PLUG - VEH C045	1.98
156828	02/12/2021	08875	NAPA PASCO AUTO PARTS THM MANAGE	in	SOCKET - VEH 7352	3.56
156828	02/12/2021	08875	NAPA PASCO AUTO PARTS THM MANAGE	in	BULBS - VEH 7364	2.72

Check #	Check Date	Vendor #	Vendor Name		Description of Services	Amount $
156828	02/12/2021	08875	NAPA PASCO AUTO PARTS THM MANAGE	in	SPARK PLUG BOOTS - VEH 7678	62.10
156828	02/12/2021	08875	NAPA PASCO AUTO PARTS THM MANAGE	in	BRAKE PARTS - VEH 3000	546.34
156828	02/12/2021	08875	NAPA PASCO AUTO PARTS THM MANAGE	in	CORE REFUND - VEH 3000	-131.41
156828	02/12/2021	08875	NAPA PASCO AUTO PARTS THM MANAGE	in	PARTS - VEH 7808	15.70
156828	02/12/2021	08875	NAPA PASCO AUTO PARTS THM MANAGE	in	PARTS - VEH 7811	25.89
156828	02/12/2021	08875	NAPA PASCO AUTO PARTS THM MANAGE	in	OIL FILTER - VEH 0228	18.85
156828	02/12/2021	08875	NAPA PASCO AUTO PARTS THM MANAGE	in	AIR FILTER - VEH 0228	113.11
156828	02/12/2021	08875	NAPA PASCO AUTO PARTS THM MANAGE	in	AIR FILTER - VEH 0154	51.03
156828	02/12/2021	08875	NAPA PASCO AUTO PARTS THM MANAGE	in	TRANS FILTER - VEH 0154	56.17
156828	02/12/2021	08875	NAPA PASCO AUTO PARTS THM MANAGE	in	CREDIT PARTS - VEH 5210	-87.29
156828	02/12/2021	08875	NAPA PASCO AUTO PARTS THM MANAGE	in	AIR FILTER - VEH 5903	20.01
156828	02/12/2021	08875	NAPA PASCO AUTO PARTS THM MANAGE	in	GOVERNOR - VEH 0228	21.73
156828	02/12/2021	08875	NAPA PASCO AUTO PARTS THM MANAGE	in	CONNECTORS - VEH 7812	31.41
156828	02/12/2021	08875	NAPA PASCO AUTO PARTS THM MANAGE	in	AIR FILTER - VEH 2717	113.11
156828	02/12/2021	08875	NAPA PASCO AUTO PARTS THM MANAGE	in	OIL FILTER - VEH 2717	18.85
156828	02/12/2021	08875	NAPA PASCO AUTO PARTS THM MANAGE	in	FUEL FILTER - VEH 2717	70.71
156828	02/12/2021	08875	NAPA PASCO AUTO PARTS THM MANAGE	in	LIGHTS - VEH 2717	20.42
156828	02/12/2021	08875	NAPA PASCO AUTO PARTS THM MANAGE	in	WINDSHIELD WASH - SHOP	48.67
156831	02/12/2021	01677	NORTHSTAR CLEAN CONCEPTS HOTSY C	in	OIL FURNACE MAINT - FLEET	343.50
156831	02/12/2021	01677	NORTHSTAR CLEAN CONCEPTS HOTSY C	in	EQUIP MAINT - FLEET	275.87
156831	02/12/2021	01677	NORTHSTAR CLEAN CONCEPTS HOTSY C	in	PREVENT MAINT EQUIP - CW02	259.54
156835	02/12/2021	04217	O'REILLY AUTO PARTS	in	SHOCK - VEH 5311	110.32
156835	02/12/2021	04217	O'REILLY AUTO PARTS	in	BATTERY - VEH 0305	162.90
156835	02/12/2021	04217	O'REILLY AUTO PARTS	in	BATTERY - VEH 5708	161.94
156835	02/12/2021	04217	O'REILLY AUTO PARTS	in	BATTERY - VEH 0085	161.94
156835	02/12/2021	04217	O'REILLY AUTO PARTS	in	CREDIT - VEH 3811	-26.25
156835	02/12/2021	04217	O'REILLY AUTO PARTS	in	BATTERY - VEH 5518	160.19
156835	02/12/2021	04217	O'REILLY AUTO PARTS	in	ALTERNATOR - VEH 0305	227.01
156835	02/12/2021	04217	O'REILLY AUTO PARTS	in	BATTERY - VEH 7924	162.90
156835	02/12/2021	04217	O'REILLY AUTO PARTS	in	BATTERY - VEH 2206	362.98
156835	02/12/2021	04217	O'REILLY AUTO PARTS	in	BATTERY - VEH 0254	161.94
156835	02/12/2021	04217	O'REILLY AUTO PARTS	in	BATTERY - VEH 6004	323.88
156848	02/12/2021	00957	RANCH & HOME INC	in	PROPANE - VEH 0401	17.13
156850	02/12/2021	03803	RDO EQUIPMENT	in	HOLDER - VEH 0073	310.45
156864	02/12/2021	04379	TACOMA SCREW PRODUCTS INC ACCTS	in	BRAKE CLEANER - SHOP	394.77
156875	02/12/2021	09405	TRUCK PRO LLC SIX STATES TRUCK PRO	in	PARTS - VEH 2307	7.17
156879	02/12/2021	03564	US LINEN AND UNIFORM	in	LINEN SERVICE	42.58

Check #	Check Date	Vendor #	Vendor Name		Description of Services	Amount $
156888	02/12/2021	01035	WASHINGTON HARDWARE AND FURNITU	in	PARTS - VEH 0154	28.70
156893	02/12/2021	08521	WESCO PAINT AND EQUIPMENT, INC	in	ERASER WHEELS - FLEET	230.34
156894	02/12/2021	05380	WESTERN SYSTEMS FABRICATION INC	in	REGULATOR - VEH 4206	207.10
156898	02/12/2021	01241	WOODPECKER TRUCK	in	DLB SOFTWARE - FLEET SHOP	656.81
300437	02/12/2021	05000	COMMERCIAL CARD SOLUTIONS JP MOR	in	AIR DRYER FOR VEHICLE 2105.	277.13
300437	02/12/2021	05000	COMMERCIAL CARD SOLUTIONS JP MOR	in	GAS SPRINGS (2) FOR VEHICLE 7805	225.00
					Total amount by Department	**$ 48,158.85**
					Total amount by Fund	**$ 52,419.95**
502 CENTRAL STORES FUND						
156787	02/12/2021	01775	GRAINGER	in	BATTERY INVENTORY	356.44
156812	02/12/2021	08868	LIFE-ASSIST	in	GLOVE INVENTORY	434.40
156812	02/12/2021	08868	LIFE-ASSIST	in	GLOVE INVENTORY	2,199.15
156861	02/12/2021	02536	STAPLES ADVANTAGE STAPLES CONTRA	in	GLOVE INVENTORY	1,159.79
156861	02/12/2021	02536	STAPLES ADVANTAGE STAPLES CONTRA	in	GLOVE INVENTORY	1,159.79
					Total amount by Department	**$ 5,309.57**
010 CENTRAL STORES						
156706	02/12/2021	01526	ABADAN	in	COPIER MAINTENANCE - KIP 860 WIDE FO	279.72
156706	02/12/2021	01526	ABADAN	in	COPIER MAINTENANCE - BIZHUB C368 CI	229.34
156706	02/12/2021	01526	ABADAN	in	COPIER MAINTENANCE - FROST ENG. C3(	449.90
156706	02/12/2021	01526	ABADAN	in	COPIER MAINTENANCE - BIZHUB C3110 S	115.35
156706	02/12/2021	01526	ABADAN	in	COPIER MAINTENANCE - KPD ADMIN & D	180.63
156810	02/12/2021	06743	LEAF CAPITAL FUNDING LLC	in	COPIER RENTAL (FROST CREW, PURCH, C	1,214.72
156810	02/12/2021	06743	LEAF CAPITAL FUNDING LLC	in	COPIER RENTAL KPD PATROL 558E, KPD A	519.11
156810	02/12/2021	06743	LEAF CAPITAL FUNDING LLC	in	COPIER RENTAL - PLANNING C458, FROST	622.49
					Total amount by Department	**$ 3,611.26**
					Total amount by Fund	**$ 8,920.83**
503 RISK MANAGEMENT FUND						
010 RISK MANAGEMENT						
156695	02/08/2021	00030	VERIZON NORTHWEST	in	CITY WIDE CELL PHONES	40.49
156708	02/12/2021	08874	ADEN MASONRY INC	in	REPAIR DAMAGED STONE - RETAINAGE F	595.00
156709	02/12/2021	03035	ADEPT TESTING OCCUPATIONAL MEDICI	in	PROFESSIONAL SERVICES	540.00
156749	02/12/2021	06312	CODE RED WASHINGTON LLC WILSON S.	in	AED BATTERY	392.60
156758	02/12/2021	00035	CONSOLIDATED ELECTRICAL DISTRIBUT	in	STREETLIGHT REPAIR PARTS - NELSON &	2,492.37

Check #	Check Date	Vendor #	Vendor Name		Description of Services	Amount $
156764	02/12/2021	02029	DEPT OF ENTERPRISE SVCS	in	SELF INSURANCE	350.00
156780	02/12/2021	00086	FERGUSON ENTERPRISES INC	in	FIRE HYDRANT REPAIR - 530 N EDISON	2,965.71
156780	02/12/2021	00086	FERGUSON ENTERPRISES INC	in	FIRE HYDRANT REPAIR - 530 N EDISON	769.74
156780	02/12/2021	00086	FERGUSON ENTERPRISES INC	in	FIRE HYDRANT REPAIR - 10TH & 8TH PL	2,613.19
156780	02/12/2021	00086	FERGUSON ENTERPRISES INC	in	FIRE HYDRANT REPAIR - KENNEWICK AV	2,777.70
156798	02/12/2021	03667	INDUSTRIAL HEARING SERVICES INC	in	ANNUAL HEARING EXAMS	30.00
156819	02/12/2021	03284	MEL'S INTER-CITY TOWING	in	TOW SERVCIE - KPD #7816	54.25
156826	02/12/2021	06119	MSDSONLINE, INC DBA VELOCITYEHS	in	MSDS ONLINE SUBSCRIPTION	28.57
156834	02/12/2021	07831	ON SCENE MEDICAL SERVICES PC	in	PROFESSIONAL SERVICES	175.00
					Total amount by Department	**$ 13,824.62**
					Total amount by Fund	**$ 13,824.62**

612 OPEB TRUST FUND

010 OPEB TRUST FUND

156710	02/12/2021	00024	ADKINS WILLIAM	in	RETIREE MEDICAL	148.50
156738	02/12/2021	00185	BUCK, GARY E	in	RETIREE MEDICAL	148.50
156756	02/12/2021	00128	COMSTOCK WILLIAM J	in	RETIREE MEDICAL	5,028.50
156769	02/12/2021	00324	DUNCAN LARRY	in	RETIREE MEDICAL	148.50
156771	02/12/2021	01894	EASLING, CONNIE	in	RETIREE MEDICAL	148.50
156776	02/12/2021	00041	FARNKOFF, ROBERT C	in	RETIREE MEDICAL	148.50
156778	02/12/2021	00058	FEARING, DOUG	in	RETIREE MEDICAL	148.50
156784	02/12/2021	00181	GIER, CHARLES W.	in	RETIREE MEDICAL	148.50
156785	02/12/2021	00134	GONDERMAN, DAVID A	in	RETIREE MEDICAL	148.50
156788	02/12/2021	00062	GROSS ROBERT	in	RETIREE MEDICAL	148.50
156793	02/12/2021	00455	HEIMBIGNER MICHAEL	in	RETIREE MEDICAL	148.50
156794	02/12/2021	06744	HIRSCHEL ARTHUR D	in	RETIREE MEDICAL	104.90
156802	02/12/2021	03891	JOPLIN ALAN	in	RETIREE MEDICAL	148.50
156804	02/12/2021	00065	JUERGENS, CURT	in	RETIREE MEDICAL	148.50
156808	02/12/2021	00060	KRAFT, JAMES	in	RETIREE MEDICAL	148.50
156814	02/12/2021	00050	MACE, BILL	in	RETIREE MEDICAL	148.50
156815	02/12/2021	00052	MAPLETHORPE, JOHN G., JR	in	RETIREE MEDICAL	148.50
156833	02/12/2021	00142	O'HAIR, RONALD L	in	RETIREE MEDICAL	148.50
156844	02/12/2021	05554	PENNEY MICHAEL	in	RETIREE MEDICAL	134.00
156851	02/12/2021	00145	REMUS, LARRY J	in	RETIREE MEDICAL	313.50
156854	02/12/2021	00147	RUMLEY, LARRY M	in	RETIREE MEDICAL	115.60
156855	02/12/2021	01821	SCHARNHORST, DEAN	in	RETIREE MEDICAL	144.60
156857	02/12/2021	00148	SHAW, LEONARD	in	RETIREE MEDICAL	270.19

Check #	Check Date	Vendor #	Vendor Name		Description of Services	Amount $
156858	02/12/2021	00150	SLEATER, LARRY L	in	RETIREE MEDICAL	148.50
156859	02/12/2021	00066	SOUTHWICK, JOHN J., JR.	in	RETIREE MEDICAL	148.50
156873	02/12/2021	01318	TRIPP, GREG	in	RETIREE MEDICAL	631.50
156881	02/12/2021	00152	VICKERMAN THOMAS	in	RETIREE MEDICAL	148.50
156887	02/12/2021	08584	WAGNER BRIAN	in	RETIREE MEDICAL	140.50
156890	02/12/2021	09944	WATERS DENNIS	in	RETIREE MEDICAL	144.60
156895	02/12/2021	00154	WILLEBY, DONALD R	in	RETIREE MEDICAL	5,262.55
156896	02/12/2021	02997	WILLIAMS GARY	in	RETIREE MEDICAL	135.50
156897	02/12/2021	01415	WILLIAMS, KEN	in	RETIREE MEDICAL	135.50
					Total amount by Department	**$ 15,382.94**
					Total amount by Fund	**$ 15,382.94**

642 METRO DRUG FORFEITURE FUND

010 NONE

156750	02/12/2021	01310	COLEMAN OIL COMPANY	in	FUEL VEH #1 - DRIVER 9879808	94.95
156856	02/12/2021	01123	SEINER ED	in	SEIZURE HEARING - TF 20-053	100.00
156886	02/12/2021	01189	WA STATE TREASURER	in	FORFEITURE PROCEEDS	4,958.60
156899	02/12/2021	05471	ZIPLY FIBER NORTHWEST FIBER, LLC DE	in	TELEPHONE SVC	158.93
300437	02/12/2021	05000	COMMERCIAL CARD SOLUTIONS JP MOR	in	POSTAGE SERVICE	50.00
300437	02/12/2021	05000	COMMERCIAL CARD SOLUTIONS JP MOR	in	MONTHLY POSTAGE SERVICE	19.54
					Total amount by Department	**$ 5,382.02**
					Total amount by Fund	**$ 5,382.02**

City of Kennewick
Claims Roster
1/23/2021 - 2/12/2021

Accounting Period

2022

Check #	Check Date	Vendor #	Vendor Name	Description of Services	Amount $
				Grand Total:	**$ 2,182,225.76**

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 156664 through 156900	$ 2,147,044.68
Wire transfer number 300437	35,181.08
Total	$ 2,182,225.76

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	03/02/2021	Consent Agenda ✘
Agenda Item Type	General Business Item			Ordinance/Reso ☐
Subject	Columbia Park Golf Course Account			Public Mtg / Hrg ☐
Ordinance/Reso #		Contract #		Other ☐
Project #		Permit #		Quasi-Judicial ☐
Department	Finance			

Recommendation

That Council approve the Claims Roster for the Columbia Park Golf Course Account for January 2021.

Motion for Consideration

I move to approve the Claims Roster for the Columbia Park Golf Course Account for January 2021 in the amount of $24,210.73, comprised of check numbers 2586-2590 in the amount of $5,472.47 and electronic transfers in the amount of $18,738.26.

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 $24,210.73.

Through	Denise Winters Feb 23, 16:58:43 GMT-0800 2021
Dept Head Approval	Dan Legard Feb 23, 17:51:17 GMT-0800 2021
City Mgr Approval	Marie Mosley Feb 26, 12:02:19 GMT-0800 2021

Attachments: Roster

☐ **Recording Required?**

COLUMBIA PARK GOLF COURSE FUND
CHECK REGISTER
JANUARY 2021

Check Number	Vendor Check Name	Check Date	Amount	Type
2586	TOTAL E INTEGRATED INC.	1/8/2021	$137.95	Check
2587	TOTAL E INTEGRATED INC.	1/8/2021	$137.95	Check
2588	KENNEWICK GOLF CORPORATION	1/8/2021	$4,771.97	Check
2589	COLUMBIA POINT GOLF COURSE	1/15/2021	$384.60	Check
2590	YELP	1/15/2021	$40.00	Check
ADP 570608240	ADP, LLC	1/1/2021	$95.03	EFT
ADP FEB 2021	ADP, LLC	1/29/2021	$95.03	EFT
ADPTS 1045097	ADP TOTAL SOURCE (AUTOPAY)	1/11/2021	$4,154.34	EFT
WA DOR 0018280811	DEPARTMENT OF REVENUE	1/25/2021	$6,049.80	EFT
371377	BLUE ROOM	1/19/2021	$82.00	EFT
371386	IT HAVEN	1/19/2021	$8.96	EFT
371374	PEPSI COLA BOTTLING CO.	1/19/2021	$1.00	EFT
371433	SS EQUIPMENT	1/19/2021	$1,136.77	EFT
372072	1-2-1 MARKETING	1/25/2021	$447.00	EFT
Paid by ACH	ADP TOTAL SOURCE (AUTOPAY)	1/15/2021	$2,916.38	EFT
Paid by ACH	ADP TOTAL SOURCE (AUTOPAY)	1/29/2021	$2,923.57	EFT
Paid by ACH	ELAN (MONTHLY CREDIT CARD CHGS)	1/31/2021	$329.92	EFT
Bank Deduction	MERCHANT SERVICES	1/4/2021	$464.14	EFT
Bank Deduction	US Bank	1/15/2021	$34.32	EFT
			$24,210.73	

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 2586-2590	$	5,472.47
Electronic transfers		18,738.26
Total	$	24,210.73

Check	Vendor	Date	Amount		Debit	Credit
2586	TOTAL E INTEGRATED INC.	1/8/2021		$137.95		
	PAY	20005-000-244-00	ACCOUNTS PAYABLE - GP			$137.95
	PURCH	51900-050-244-00	CONTRACT SERVICES		$137.95	
2587	TOTAL E INTEGRATED INC.	1/8/2021		$137.95		
	PAY	20005-000-244-00	ACCOUNTS PAYABLE - GP			$137.95
	PURCH	51900-050-244-00	CONTRACT SERVICES		$137.95	
2588	KENNEWICK GOLF CORPORATION	1/8/2021		$4,771.97		
	PAY	20005-000-244-00	ACCOUNTS PAYABLE - GP			$4,771.97
	PURCH	59600-080-244-00	ACCOUNTING FEES		$1,193.63	
	PURCH	59610-080-244-00	MANAGEMENT FEE		$3,578.34	
2589	COLUMBIA POINT GOLF COURSE	1/15/2021		$384.60		
	PAY	20005-000-244-00	ACCOUNTS PAYABLE - GP			$384.60
	PURCH	50100-060-244-00	SALARIES		$192.30	
	PURCH	50100-080-244-00	SALARIES		$192.30	
2590	YELP	1/15/2021		$40.00		
	PAY	20005-000-244-00	ACCOUNTS PAYABLE - GP			$40.00
	PURCH	53100-080-244-00	ADVERTISING & MARKETING		$40.00	
ADP 570608240	ADP, LLC	1/1/2021		$95.03		
	PAY	20005-000-244-00	ACCOUNTS PAYABLE - GP			$95.03
	PURCH	51900-080-244-00	CONTRACT SERVICES		$95.03	
ADP FEB 2021	ADP, LLC	1/29/2021		$95.03		
	PAY	20005-000-244-00	ACCOUNTS PAYABLE - GP			$95.03
	PURCH	51900-080-244-00	CONTRACT SERVICES		$95.03	
ADPTS 1045097	ADP TOTAL SOURCE (AUTOPAY)	1/11/2021		$4,154.34		
	PAY	20005-000-244-00	ACCOUNTS PAYABLE - GP			$4,154.34
	PURCH	50800-050-244-00	HEALTH BENEFITS		$2,458.55	
	PURCH	50800-060-244-00	HEALTH BENEFITS		$1,695.79	
WA DOR 0018280811	DEPARTMENT OF REVENUE	1/25/2021		$6,049.80		
	PAY	20005-000-244-00	ACCOUNTS PAYABLE - GP			$6,049.80
	PURCH	20300-000-244-00	SALES TAX PAYABLE		$3,235.47	
	PURCH	59760-080-244-00	OTHER TAXES		$2,814.33	
371377	BLUE ROOM	1/19/2021		$82.00		
	PAY	20006-000-244-00	ACCOUNTS PAYABLE - GP			$82.00
	PURCH	52300-060-244-00	GARBAGE & DEBRIS REMOVAL		$82.00	
371386	IT HAVEN	1/19/2021		$8.96		
	PAY	20005-000-244-00	ACCOUNTS PAYABLE - GP			$8.96
	PURCH	52800-080-244-00	SUBSCRIPTIONS & PUBLICATIONS		$8.96	
371374	PEPSI COLA BOTTLING CO.	1/19/2021		$1.00		
	PAY	20006-000-244-00	ACCOUNTS PAYABLE - GP			$1.00
	PURCH	51900-060-244-00	CONTRACT SERVICES		$1.00	
371433	SS EQUIPMENT	1/19/2021		$1,136.77		
	PAY	20006-000-244-00	ACCOUNTS PAYABLE - GP			$1,136.77
	PURCH	58400-060-244-00	EQUIPMENT OUTSIDE REPAIRS		$1,136.77	
372072	1-2-1 MARKETING	1/25/2021		$447.00		
	PAY	20006-000-244-00	ACCOUNTS PAYABLE - GP			$447.00
	PURCH	51900-050-244-00	CONTRACT SERVICES		$447.00	
Paid by ACH	ADP TOTAL SOURCE (AUTOPAY)	1/15/2021		$2,916.38		
	PAY	50000-000-244-00	TEMPORARY ACCT			$2,916.38
	PURCH	50100-060-244-00	SALARIES		$1,520.88	
	PURCH	50200-050-244-00	HOURLY WAGES		$1,652.78	
	PURCH	50800-050-244-00	HEALTH BENEFITS			$496.39
	PURCH	50800-060-244-00	HEALTH BENEFITS			$335.85
	PURCH	50950-050-244-00	COMBINED ADMIN, TAXES, W/C		$311.35	
	PURCH	50950-060-244-00	COMBINED ADMIN, TAXES, W/C		$244.22	
	PURCH	50950-080-244-00	COMBINED ADMIN, TAXES, W/C		$19.39	
Paid by ACH	ADP TOTAL SOURCE (AUTOPAY)	1/29/2021		$2,923.57		
	PAY	50000-000-244-00	TEMPORARY ACCT			$2,923.57
	PURCH	50100-060-244-00	SALARIES		$1,520.88	
	PURCH	50200-050-244-00	HOURLY WAGES		$1,659.07	
	PURCH	50800-050-244-00	HOURLY WAGES			$496.39
	PURCH	50800-060-244-00	HEALTH BENEFITS			$335.85
	PURCH	50950-050-244-00	HEALTH BENEFITS		$312.25	
	PURCH	50950-060-244-00	COMBINED ADMIN, TAXES, W/C		$244.22	
	PURCH	50950-080-244-00	COMBINED ADMIN, TAXES, W/C		$19.39	
Paid by ACH	ELAN (MONTHLY CREDIT CARD CHGS)	1/31/2021		$329.92		
	PAY	50000-000-244-00	TEMPORARY ACCT			$329.92
	PURCH	53100-080-244-00	ADVERTISING & MARKETING		$103.15	
	PURCH	52100-060-244-00	TELECOMMUNICATIONS		$132.02	
	PURCH	51350-080-244-00	SAFETY SUPPLIES		$94.75	

Check	Vendor	Date	Amount	Debit	Credit
Bank Deduction	MERCHANT SERVICES	1/4/2021		$464.14	
	PAY	10420-000-244-00	OPERATING CHECKING ACCT - US Bank		$464.14
	PURCH	54000-080-244-00	BANK CHARGES	$464.14	
Bank Deduction	US Bank	1/15/2021		$34.32	
	PAY	10420-000-244-00	OPERATING CHECKING ACCT - US Bank		$34.32
	PURCH	54000-080-244-00	BANK CHARGES	$34.32	

Council Agenda Coversheet

Agenda Item Number	3.c.	Council Date	03/02/2021
Agenda Item Type	General Business Item		
Subject	Payroll Roster for PPE 2/15/2021		
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 for 2/15/2021 in the amount of $2,720,168.17 comprised of check numbers 74980 through 74985 and direct deposit numbers 189029 through 189467.

Summary

None.

Alternatives

None.

Fiscal Impact

Total $2,720,168.17.

Through	
Dept Head Approval	Dan Legard Feb 19, 09:33:04 GMT-0800 2021
City Mgr Approval	Marie Mosley Feb 26, 12:02:58 GMT-0800 2021

Attachments: payroll roster

☐ **Recording Required?**

March 2, 2021

All Departments: February 15, 2021

ADMINISTRATIVE TEAM		2,474.50
CITY COUNCIL		4,612.50
CITY MANAGER		12,803.09
CIVIL SERVICE		638.00
COMMUNITY PLANNING & ECONOMIC DEVELOPMENT		23,112.26
EMPLOYEE & COMMUNITY RELATIONS		68,203.77
ENGINEERING		54,358.60
FACILITIES & GROUNDS		64,273.83
FINANCE		54,746.58
FIRE		132,595.08
LEGAL SERVICES		23,268.62
MANAGEMENT SERVICES		79,681.77
POLICE		470,866.36
	Subtotal General Fund	**991,634.96**
STREETS		51,155.97
TRAFFIC		25,166.83
	Subtotal Street Fund	**76,322.80**
BI-PIN		10,310.71
BUILDING SAFETY		44,598.17
COMMUNITY DEVELOPMENT		4,422.14
CRIMINAL JUSTICE		79,917.21
EQUIPMENT RENTAL		10,418.39
MEDICAL SERVICES		342,322.13
RISK MANAGEMENT		3,827.27
STORMWATER UTILITY		19,495.37
WATER & SEWER		145,858.85
	Subtotal Other Funds	**661,170.24**
	Total Salaries and Wages	**1,729,128.00**
Benefits:		
Dental Insurance		45,361.85
Industrial Insurance		37,143.91
Life Insurance		5,019.33
Long Term Disability Insurance		5,635.52
Medical Insurance		639,204.54
Medical Retirement Account		3,375.00
Retirement		145,195.35
Social Security (FICA)		100,325.57
Vision Insurance		7,380.32
WA Family Leave		2,398.78
	Total Benefits	**991,040.17**
	Grand Total	**$2,720,168.17**

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 $2,720,168.17 comprised of check numbers 74980 through 74985 and direct deposit numbers 189029 through 189467.

Approved for payment:

Dan Legard

Dan Legard, Finance Director

Council Agenda Coversheet

Agenda Item Number	3.d.	Council Date	03/02/2021
Agenda Item Type	Contract/Agreement/Lease		
Subject	Steptoe/Gage Intersection Supplement No. 1		
Ordinance/Reso #		Contract #	
Project #	P2012	Permit #	
Department	Public Works		

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

Recommendation

That City Council authorize the Mayor to sign the Local Agency Agreement Supplement #1 to obligate Right of Way funding for the P2012 Steptoe Street & Gage Blvd project.

Motion for Consideration

I move to authorize the Mayor to sign the Local Agency Agreement Supplement #1 to obligate Right of Way funding for the P2012 Steptoe Street & Gage Blvd project.

Summary

The original Local Agency Agreement that obligated a Federal grant through the Surface Transportation Block Group program for the design phase for the Steptoe/Gage Intersection Improvements project was approved at the Feb. 18, 2020 Council meeting. This Supplement No. 1 will provide authorization to WSDOT to obligate funding for the Right of Way (ROW) phase for this project. The overall scope of the intersection improvements include construction of dual left turn lanes on all approaches as well as providing new dedicated right turn lanes on the southbound and eastbound legs. Traffic signal timing will be optimized with this configuration along with the elimination of split phase timing. Major utility relocations will also be required in order to accommodate the intersection improvements.

The total project cost is estimated at $3,730,000. The attached agreement is for the ROW phase, which is estimated at $400,000. This will cover expenditures for both in-house and consulting services for creating ROW appraisals, maps, and easement/property acquisitions.

Alternatives

None.

Fiscal Impact

Urban Arterial Street Fund: $54,000

Federal Match: $346,000

Through	Heath Mellotte Feb 18, 14:23:14 GMT-0800 2021
Dept Head Approval	Cary Roe Feb 22, 13:49:53 GMT-0800 2021
City Mgr Approval	Marie Mosley Feb 26, 12:08:29 GMT-0800 2021

Attachments: Agreement

☐ **Recording Required?**

Washington State Department of Transportation

Local Agency Agreement Supplement

Agency		Supplement Number
City of Kennewick		1
Federal Aid Project Number	Agreement Number	CFDA No. **20.205**
STPUL-9903(019)	LA 9791	(Catalog of Federal Domestic Assistance)

The Local Agency requests to supplement the agreement number noted above.
All provisions in the basic agreement remain in effect except as modified by this supplement.
The Local Agency certifies that it is not excluded from receiving Federal funds by a Federal suspension or debarment (2 CFR Part 180). Additional changes to the agreement are as follows:

Project Description

Name Steptoe Street and Gage Boulevard Intersection Improvements Length 0.1 Mile

Termini Steptoe Street and Gage Boulevard Intersection

Description of Work ✓ No Change

Improvements consist of providing dual left turn lanes on each approach as well as new dedicated right turn lanes on the southbound and eastbound legs. Traffic signal timing will be optimized with this configuration along with the elimination of split phase timing.

Reason for Supplement

Begin Right of Way phase.

Are you claiming indirect cost rate? ✓ Yes ☐ No Project Agreement End Date 12/31/2026

Does this change require additional Right of Way or Easements? ☐ Yes ✓ No Advertisement Date:

Type of Work		Estimate of Funding				
		(1) Previous Agreement/Suppl.	(2) Supplement	(3) Estimated Total Project Funds	(4) Estimated Agency Funds	(5) Estimated Federal Funds
PE 86.5 %	a. Agency	329,000.00		329,000.00	44,415.00	284,585.00
	b. Other			0.00		
Federal Aid Participation Ratio for PE	c. Other			0.00		
	d. State	1,000.00		1,000.00	135.00	865.00
	e. Total PE Cost Estimate (a+b+c+d)	330,000.00	0.00	330,000.00	44,550.00	285,450.00
Right of Way 86.5 %	f. Agency		327,300.00	327,300.00	44,185.00	283,115.00
	g. Other Consultant		67,700.00	67,700.00	9,140.00	58,560.00
Federal Aid Participation Ratio for RW	h. Other			0.00		
	i. State		5,000.00	5,000.00	675.00	4,325.00
	j. Total R/W Cost Estimate (f+g+h+i)	0.00	400,000.00	400,000.00	54,000.00	346,000.00
Construction %	k. Contract			0.00		
	l. Other			0.00		
	m. Other			0.00		
Federal Aid Participation Ratio for CN	n. Other			0.00		
	o. Agency			0.00		
	p. State			0.00		
	q. Total CN Cost Estimate (k+l+m+n+o+p)	0.00	0.00	0.00	0.00	0.00
	r. Total Project Cost Estimate (e+j+q)	330,000.00	400,000.00	730,000.00	98,550.00	631,450.00

The Local Agency further stipulates that pursuant to said Title 23, regulations and policies and procedures, and as a condition to payment of the Federal funds obligated, it accepts and will comply with the applicable provisions.

Agency Official
By

Title Mayor, City of Kennewick

Washington State Department of Transportation
By Director, Local Program

Date Executed

VI. Payment and Partial Reimbursement

The total cost of the project, including all review and engineering costs and other expenses of the State, is to be paid by the Agency and by the Federal Government. Federal funding shall be in accordance with the Federal Transportation Act, as amended, 2 CFR Part 200. The State shall not be ultimately responsible for any of the costs of the project. The Agency shall be ultimately responsible for all costs associated with the project which are not reimbursed by the Federal Government. Nothing in this agreement shall be construed as a promise by the State as to the amount or nature of federal participation in this project.

The Agency shall bill the state for federal aid project costs incurred in conformity with applicable federal and state laws. The agency shall minimize the time elapsed between receipt of federal aid funds and subsequent payment of incurred costs. Expenditures by the Local Agency for maintenance, general administration, supervision, and other overhead shall not be eligible for federal participation unless a current indirect cost plan has been prepared in accordance with the regulations outlined in 2 CFR Part 200 - Uniform Admin. Requirements, Cost Principles and Audit Requirements for Federal Awards, and retained for audit.

The State will pay for State incurred costs on the project. Following payment, the State shall bill the Federal Government for reimbursement of those costs eligible for federal participation to the extent that such costs are attributable and properly allocable to this project. The State shall bill the Agency for that portion of State costs which were not reimbursed by the Federal Government (see Section IX).

VII. Audit of Federal Consultant Contracts

The Agency, if services of a consultant are required, shall be responsible for audit of the consultant's records to determine eligible federal aid costs on the project. The report of said audit shall be in the Agency's files and made available to the State and the Federal Government.

An audit shall be conducted by the WSDOT Internal Audit Office in accordance with generally accepted governmental auditing standards as issued by the United States General Accounting Office by the Comptroller General of the United States; WSDOT Manual M 27-50, Consultant Authorization, Selection, and Agreement Administration; memoranda of understanding between WSDOT and FHWA; and 2 CFR Part 200.501 - Audit Requirements.

If upon audit it is found that overpayment or participation of federal money in ineligible items of cost has occurred, the Agency shall reimburse the State for the amount of such overpayment or excess participation.

IX. Payment of Billing

The Agency agrees that if payment or arrangement for payment of any of the State's billing relative to the project (e.g., State force work, project cancellation, overpayment, cost ineligible for federal participation, etc.) is not made to the State within 45 days after the Agency has been billed, the State shall effect reimbursement of the total sum due from the regular monthly fuel tax allotments to the Agency from the Motor Vehicle Fund. No additional Federal project funding will be approved until full payment is received unless otherwise directed by the Director, Local Programs.

Project Agreement End Date - This date is based on your projects Period of Performance (2 CFR Part 200.309).

Any costs incurred after the Project Agreement End Date are NOT eligible for federal reimbursement. All eligible costs incurred prior to the Project Agreement End Date must be submitted for reimbursement within 90 days after the Project Agreement End Date or they become ineligible for federal reimbursement.

VIII. Single Audit Act

The Agency, as a subrecipient of federal funds, shall adhere to the federal regulations outlined in 2 CFR Part 200.501 as well as all applicable federal and state statutes and regulations. A subrecipient who expends $750,000 or more in federal awards from all sources during a given fiscal year shall have a single or program-specific audit performed for that year in accordance with the provisions of 2 CFR Part 200.501. Upon conclusion of the audit, the Agency shall be responsible for ensuring that a copy of the report is transmitted promptly to the State.

XVII. Assurances

Local Agencies receiving Federal funding from the USDOT or its operating administrations (i.e., Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration) are required to submit a written policy statement, signed by the Agency Executive and addressed to the State, documenting that all programs, activities and services will be conducted in compliance with Section 504 and the Americans with Disabilities Act (ADA).

Instructions

1. **Agency** – Enter the agency name as entered on the original agreement.
2. **Supplemental Number** – Enter the number of the supplement. Supplement numbers will be assigned in sequence beginning with Number 1 for the first supplement.
3. **Project Number** – Enter the federal aid project number assigned by WSDOT on the original agreement.
4. **Agreement Number** – Enter the agreement number assigned by WSDOT on the original agreement.
5. **Project Description.** Enter the project name, length, and termini.
6. **Description of Work** – Clearly describe if there is a change in work such as the addition or deletion of work elements and/or changes to the termini. If the work has not changed, put a check mark in the "No Change" box.
7. **Reason for Supplement** – Enter the reason for this supplement, i.e., increase PE funding to cover design changes presented in the revised prospectus; request funding of construction phase; decrease construction funding to the contract bid amount. If the supplement is authorizing a construction phase, the project's proposed advertisement date must be included in the space provided.
8. **Change Requiring Additional Right of Way or Easements** – Check the **Yes** box when the supplement covers a change in scope (Description of Work or Termini) that requires additional property rights than was previously expected, or when it's determined that property rights are necessary and the project was previously submitted as no right of way required. Check **No** when this is the case.
9. **Claiming Indirect Cost Rate** – Check the Yes box if the agency will be claiming indirect costs on the project. For those projects claiming indirect costs, supporting documentation that clearly shows the indirect cost rate being utilized must be provided with the supplement. Indirect cost rate approval by your cognizant agency or through your agency's self-certification and supporting documentation is required to be available for review by FHWA, WSDOT and /or State Auditor. Check the No box if the agency will not be claiming indirect costs on the project. See Section 23.5 for additional guidance.
10. **Project Agreement End Date** – Enter your previously established Project Agreement End Date. If authorizing a new phase of the project, update the Project Agreement End Date based on the following guidance:
    a. For PE and RW – WSDOT recommends agencies estimate when the phase will be completed and add three years to determine the "Project Agreement End Date".
    b. For Construction – WSDOT recommends agencies estimate when construction will be completed and add three years to determine the "Project Agreement End Date".
    c. If an extension to a Project Agreement End Date is required between phase authorizations, the need for the extension must be described in the Reason for Supplement. Adequate justification to approve the extension must be submitted with the supplement. See Section 22.3 for additional guidance.

11. **Type of Work and Funding** – Complete this section in the manner described in Appendix 22.52.05.
    a. **Column 1** – Enter the amounts from column 1 of the original local agency agreement. If the agreement has already been supplemented, enter the amounts by type of work from column 3 of the last supplemental agreement.
    b. **Column 2** – Enter additional amounts requested by type of work.
    c. **Column 3** – Add the amounts in columns 1 and 2.
    d. **Columns 4 and 5** – Enter the appropriate amounts based on the participation ratio recorded on the original agreement.
12. **Signatures** – An authorized official of the local agency signs the Supplemental Agreement, and writes in their title. Submit one originally signed supplement form to the Region Local Programs Engineer. It is the responsibility of the local agency to submit an additional, originally signed agreement form if they need an executed agreement for their file. ***Note:*** Do **NOT** enter a date on the Date Executed line.

Council Agenda Coversheet

Agenda Item Number	3.e.	Council Date	03/02/2021
Agenda Item Type	Contract/Agreement/Lease		
Subject	Outside Utility Agreement - Hayden Homes, LLC		
Ordinance/Reso #		Contract #	
Project #		Permit #	
Department	Public Works		

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

Recommendation

That City Council authorize the City Manager to sign the Outside Utility Agreement with Hayden Homes, LLC to provide water and sanitary sewer services.

Motion for Consideration

I move to authorize the City Manager to sign the Outside Utility Agreement with Hayden Homes, LLC to provide water and sanitary sewer services.

Summary

Hayden Homes, LLC owns the property located at 2104 S Gum St which is located outside the City limits but within the Urban Growth Area. Both water and sewer extensions will be required to serve this parcel which is what the development is proposing to complete. This Outside Utility Agreement will allow connection from lots created as part of the development to the City of Kennewick Domestic Water and Sanitary Sewer services upon payment of applicable connection fees.

Per KMC 14.10.040 and 14.22.040 public water and sanitary sewer extensions outside the City limits shall be approved by council.

Alternatives

N/A

Fiscal Impact

N/A

Through	John Cowling Feb 09, 10:25:14 GMT-0800 2021
Dept Head Approval	Cary Roe Feb 09, 16:50:42 GMT-0800 2021
City Mgr Approval	Marie Mosley Feb 26, 12:19:29 GMT-0800 2021

Attachments: OUA

☐ **Recording Required?**

After Recording, Return to:

City of Kennewick
P.O. Box 6108
Kennewick WA 99336

CITY OF KENNEWICK
OUTSIDE UTILITY AGREEMENT

THIS AGREEMENT is made between the City of Kennewick, a municipal corporation, hereinafter referred to as "City," and the undersigned Owner(s), hereinafter referred to as "Owner."

Owner Name: Hayden Homes, LLC
Address: 2104 S GUM ST
Parcel Number: 1-0780-300-0081-000
Legal Description: Section 7 Township 8 Range 30: The North 175 Feet of The East 160 Feet of The East One/Half of The Southeast Quarter of The Northeast Quarter of The Southwest Quarter. Together With: Section 7 Township 8 North Range 30: The Northeast Quarter of The Northeast Quarter of The Southwest Quarter, Except The North 205 Feet Of The East 205 Feet.

SECTION 1. DEFINTIONS.

Unless otherwise specifically stated in this Agreement, the following terms shall have the following meanings:

1.1 The term "property" shall mean the property as shown in "Exhibit A" which is attached to this Agreement and incorporated by reference. The term shall also mean the individual lots or parcels that occur or are created as a result of the subdivision of the property as shown in "Exhibit A."

1.2 The term "Owner" and "Owners" shall mean any person, corporation, partnership, entity, being, trust, or agency that currently has title, or obtains title or ownership at any time in the future, to the property or properties as shown in "Exhibit A" of this Agreement. The definition of "Owner" as contemplated by this Agreement is intended to include the owner's heirs, successors, and assigns. The term shall also mean any person, corporation, partnership, entity, being, trust, or agency who purchases or otherwise obtains title to a lot or lots that are created as a result of the subdivision of the property as shown in "Exhibit A."

SECTION 2. RECITALS.

2.1 The City of Kennewick is not legally required to provide water and/or sewer service to property located outside of the Kennewick city limits.

2.2 Pursuant to Kennewick Municipal Code (KMC) 14.10.040 and 14.22.040(1), no extensions of the public water system or public sewer system shall be made outside of city limits except by contract approved by City Council.

2.3 Paragraph 2 of Resolution 13-28 provides that in exchange for supplying utility services, property owners are to sign an Outside Utility Agreement which conveys to the City the right to petition for annexation or protest any annexation or proposed annexation of the property receiving utility services.

2.4 The Outside Utility Agreement signed by the property owner(s) does not result in immediate annexation of the owner's property, but instead grants the City of Kennewick the authority to act on the property owner's behalf with regard to the issue of annexation should the property ever become eligible for annexation.

2.5 The Outside Utility Agreement does not give the City of Kennewick title to, or an ownership interest in, the property receiving utility services.

SECTION 3. UTILITY SERVICE CONDITIONS.

3.1 **Annexation Agreement.** In consideration and as a condition of receiving water and/or sewer service provided by the City of Kennewick, and for not denying a local improvement district as authorized under RCW 35.43.075, Owner agrees that at such time as the City desires to annex the property as shown in "Exhibit A," Owner shall fully cooperate with and agree to the annexation as follows:

3.1.1 Owner has been advised and understands that the City may commence annexation proceedings regarding the property as shown in "Exhibit A" at any time after the property becomes eligible for annexation following the authorization and recording of this Agreement.

3.1.2 Whenever so requested, Owner shall sign any letter, notice, petition, or other document initiating, furthering, or accomplishing the annexation of the property as shown in "Exhibit A" to the City.

3.1.3 Owner agrees that this document, once signed and recorded, shall be considered a valid petition for annexation of the property as shown in "Exhibit A," or any portion thereof, subject to any debt or zoning requirements imposed by the City upon such petition.

3.1.4 By entering into this Agreement, Owner knowingly, intelligently, and voluntarily waives any right to actively protest annexation of the property receiving utility services, whether annexation be by petition or otherwise.

3.1.5 By accepting the terms of this Agreement, Owner grants to the City an irrevocable power of attorney to execute any annexation documents on behalf of the Owner, or as may be necessary to complete the annexation, so long as the City remains a municipal corporation. This power of attorney shall not be affected by the disability of the principal.

3.2 **Utility Improvements**. Water and/or sewer service shall not be provided until all applicable utility improvements are constructed, inspected and approved, and meet City standards and specifications. Owner shall pay to the City, when due, all connection charges, capital recovery fees, service fees, local improvement assessments, and any other charges and fees required by law to be paid for the utility services being applied for. Connection to, or extension of, the public utility system will be at Owner's expense and liability. Further, Owner is required to obtain and record any easements as may be required.

3.3 **Change in Development.** Any change in the site development from the approved use or corresponding development plan as provided to the City, that is determined by the City to constitute a significant change in the demand on the utility system, may result in the imposition of additional conditions to this Agreement, or the revocation of this Agreement.

3.4 **Fire Protection.** The City's approval of water service does not guarantee fire protection flow requirements.

SECTION 4. MISCELLANEOUS PROVISIONS.

4.1 **Modification.** No modification of this Agreement, with the exception of the conditions imposed by the City pursuant to subsection 3.2 of this Agreement, shall be made unless mutually agreed upon by the parties in writing.

4.2 **Severability.** In the event that any term or clause of this Agreement conflicts with applicable law, the conflicting term shall be severed, and such conflict shall not affect the other terms and conditions of this Agreement.

4.3 **Costs and Attorney Fees.** In the event that litigation of this Agreement results between the parties hereto, the prevailing party shall be awarded, in addition to other damages allowed by law, its reasonable attorney fees and costs incurred in pursuing such litigation. Further, Owner agrees that, should it be necessary for the City to enforce any of the provisions of this Agreement, Owner shall pay to the City all reasonable attorney fees and costs incurred by the City in enforcing this Agreement.

4.4 **Agreement Runs With Land.** The terms and conditions of this Agreement shall constitute covenants running with the land and shall be binding upon the heirs, successors, and assigns of the Owner.

4.5 **Community Property.** When the property receiving utility services is community property, Owner acknowledges and agrees that subsequent removal of one spouse's name from the property's title does not void, rescind, or otherwise invalidate this Agreement.

4.6 **Recording.** This Agreement shall be recorded immediately upon execution among the land records of the Benton County Auditor. In addition, this Agreement shall be recorded and shall appear on the title of each parcel or lot that is created as a result of the subdivision of the property, if applicable. All recordings of this Agreement shall occur at Owner's expense.

4.7 **Breach.** The failure to meet any of the terms or conditions of this Agreement shall constitute a material breach of this Agreement. In the event of a breach, the City may, in addition to any other remedy provided by law, refuse to provide water and/or sewer service to the breaching party or the affected property.

4.8 **Release of Claims.** By signing this Agreement, Owner releases the City from any and all lawsuits, claims, causes of action, damages or fees, whether known or unknown, that it may have or may bring against the City as a result of the process for obtaining the water and/or sewer service as contemplated by this Agreement.

4.9 **Complete Agreement.** This Agreement represents and contains the entire understanding between Owner and the City with regard to obtaining water and/or sewer services outside of City limits. The parties acknowledge that no other oral or written collateral agreements, understandings, or representations exist outside of this document. Any such prior agreements are specifically terminated.

Owner(s) have been given an opportunity to address any questions and concerns with the attorney of their choosing. By signing below, Owner(s) agree that they have read this Agreement, or have had this Agreement read to them. Further, Owner(s) agree that they understand the terms and conditions of this Agreement, and have chosen to enter into this Agreement in a knowing, intelligent, and voluntary manner.

Dated this 3rd day of February, 2021.

Signature of Property Owner

Printed Legal Name: Jim Sansburn
VP Finance

City Manager (Representative)

Signature of Property Owner
Printed Legal Name: _____

(Note: If the Grantor is a corporation or partnership, please attach documentation of authority for signature, i.e. Articles of Incorporation.)

STATE OF OREGON)
) ss.
County of Deschutes)

On the 3 day of FEBRUARY, 2021 before me, the undersigned, a Notary Public in and for the State of Oregon, duly commissioned and sworn, personally appeared Jim Sansbury, to me known to be the individual that executed the within and foregoing instrument and acknowledged said instrument to be their free and voluntary act and deed for the uses and purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

OFFICIAL STAMP
KIMBERLY DIANE GUTHRIE
NOTARY PUBLIC-OREGON
COMMISSION NO. 987928
MY COMMISSION EXPIRES MAY 20, 2023

Kimberly D. Guthrie
Notary Public in and for the State of Oregon,
residing at Deschutes. My Com. Exp.: May 20, 2023

STATE OF WASHINGTON)
) ss.
County of Benton)

On the _____ day of _____, 20__, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared _____, to me known to be the individual that executed the within and foregoing instrument and acknowledged said instrument to be their free and voluntary act and deed for the uses and purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

_____
Notary Public in and for the State of Washington,
residing at _____. My Com. Exp.: _____.

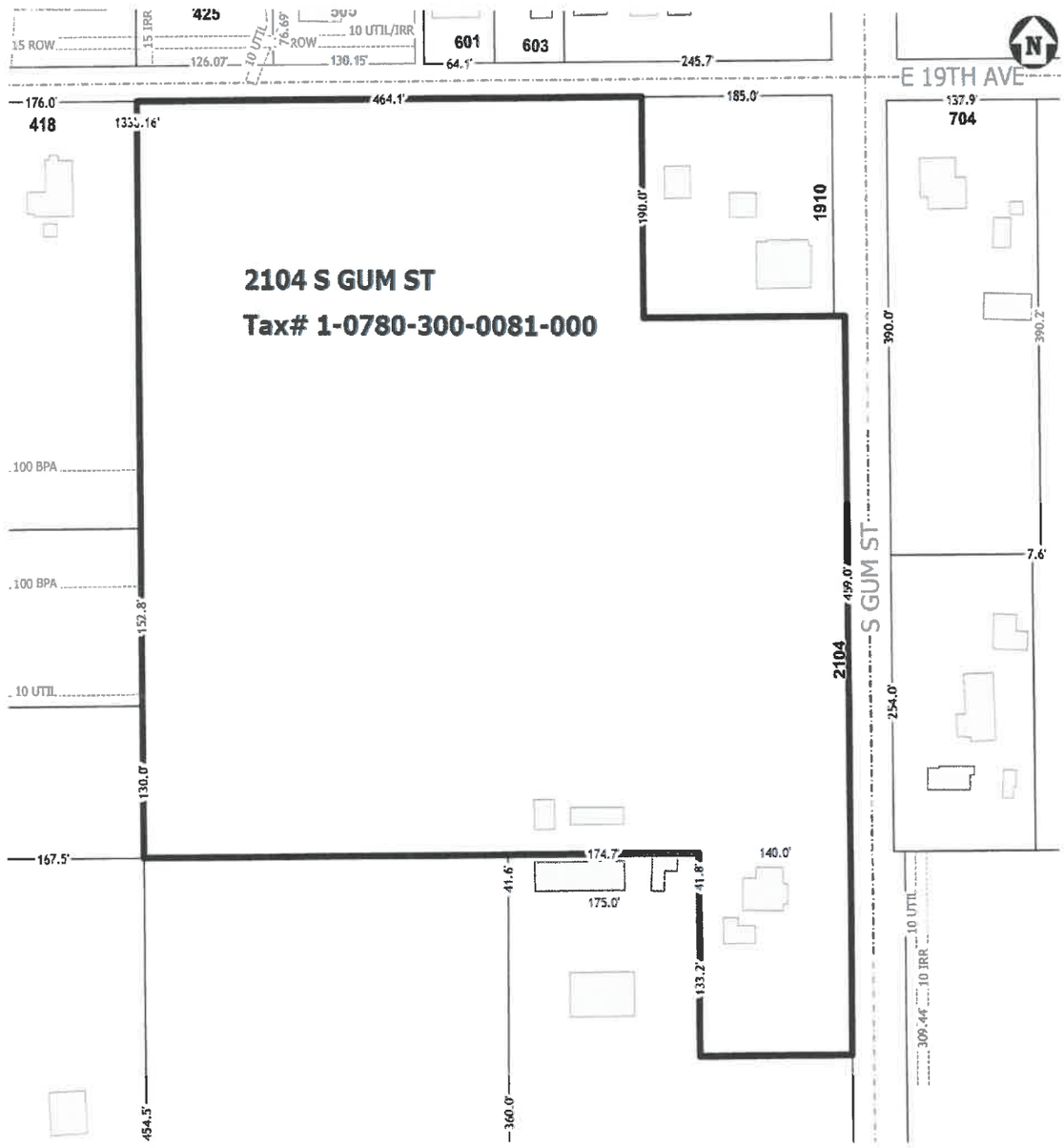
STATE OF WASHINGTON)
) ss.
County of Benton)

On the _____ day of September, 2019, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared **MARIE E. MOSLEY**, to me known to be the City Manager of the City of Kennewick, Washington, the corporation that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of said municipal corporation for the uses and purposes therein mentioned, and on oath stated that he is authorized to execute said instrument and that the seal affixed is the corporate seal of the City of Kennewick.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

_____
Notary Public in and for the State of Washington,
residing at _____. My Com. Exp.: _____.

Exhibit A, Map



Council Agenda Coversheet

Agenda Item Number	3.f.	Council Date	03/02/2021
Agenda Item Type	Contract/Agreement/Lease		
Subject	Agreement with DEA for Construction Engineering		
Ordinance/Reso #		Contract #	
Project #	P1402	Permit #	
Department	Public Works		

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

Recommendation

Authorize the Mayor to execute an agreement with David Evans & Associates to perform construction engineering services for the US395/Ridgeline interchange project.

Motion for Consideration

I move to authorize the Mayor to execute an agreement with David Evans & Associates to perform construction engineering services for the US395/Ridgeline interchange project.

Summary

The construction of the US395/Ridgeline interchange project has been awarded to Scarsella Bros. Inc in the amount of $13,392,130. While the City of Kennewick oversaw the design and right-of-way acquisition phases of the project, the Washington State Department of Transportation (WSDOT) will oversee the construction phase of the project.

Through agreement GCB 3138, previously executed between the City and WSDOT on 9/8/2020, the City will pay WSDOT for Construction Engineering (CE) services (primarily inspection oversight) not to exceed $1,372,700 for the project. As part of the construction engineering, the design consultant David Evans & Associates (DEA) will provide services to review and approve shop drawings, requests for information, change orders and design clarifications as needed.

The City has negotiated these services with DEA in an agreement not to exceed $217,285, which is a part of the $1,372,700 CE allotment. The City negotiated and will administer the agreement with DEA on behalf of WSDOT.

Sufficient construction funds exist that all of the $1,372,700 CE total will be paid with Connecting Washington and National Highway Freight Program funds, including the services provided by DEA. The City will bill WSDOT for DEA work.

Staff recommends executing the agreement with DEA.

Alternatives

None recommended.

Fiscal Impact

Budget account: 103.010.595.12.63.30

Sufficient funds exist to perform the work.

Through	Bruce Mills Feb 17, 15:29:32 GMT-0800 2021
Dept Head Approval	Cary Roe Feb 22, 13:52:28 GMT-0800 2021
City Mgr Approval	Marie Mosley Feb 26, 12:44:58 GMT-0800 2021

Attachments: Agreement

☐ **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): David Evans and Associates, Inc.	
Address 908 N Howard St. Ste. 300, Spokane, WA 99201	Federal Aid Number P1402/STPUL-3457 (0002)/ WSDOT No. 19Y011/2
UBI Number	Federal TIN 93-0661195
Execution Date	Completion Date November 2022
1099 Form Required ☐ Yes ☑ No	Federal Participation ☐ Yes ☐ No
Project Title US 395-Ridgeline Drive Construct Interchange	
Description of Work See Exhibit A	
☐ Yes ☑ No DBE Participation ☐ Yes ☑ No MBE Participation ☐ Yes ☑ No WBE Participation ☐ Yes ☑ No SBE Participation	Total Amount Authorized: $217,285.00 Management Reserve Fund: Maximum Amount Payable:

Index of Exhibits

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

Agreement Number:

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

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

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

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

I. General Description of Work

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

II. General Scope of Work

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

III. General Requirements

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

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

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

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

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

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

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

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

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

If to AGENCY:
Name: Bruce Mills
Agency: City of Kennewick
Address: 1010 E Chemical Drive
City: Kennewick State: WA Zip: 99336
Email: bruce.mills@ci.kennewick.wa.us
Phone: 509-585-4431
Facsimile: 509-585-4511

If to CONSULTANT:
Name: Greg Holder, PE
Agency: David Evans and Associates, Inc.
Address: 908 N Howard St. Ste. 300
City: Spokane State: WA Zip: 99201
Email: hgh@deainc.com
Phone: 509-232-8718
Facsimile:

IV. Time for Beginning and Completion

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

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

V. Payment Provisions

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

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

1. Direct (RAW) Labor Costs: The Direct (RAW) Labor Cost is the direct salary paid to principals, professional, technical, and clerical personnel for the time they are productively engaged in work necessary to fulfill the terms of this AGREEMENT. The CONSULTANT shall maintain support data to verify the direct salary costs billed to the AGENCY.

2. Indirect Cost Rate (ICR) Costs: ICR Costs are those costs, other than direct costs, which are included as such on the books of the CONSULTANT in the normal everyday keeping of its books. Progress payments shall be made at the ICR rates shown in attached Exhibits "D" and "E" of this AGREEMENT. Total ICR payment shall be based on Actual Costs. The AGENCY agrees to reimburse the CONSULTANT the actual ICR costs verified by audit, up to the Maximum Total Amount Payable, authorized under this AGREEMENT, when accumulated with all other Actual Costs.
   A summary of the CONSULTANT'S cost estimate and the ICR percentage is shown in Exhibits "D" and "E", attached hereto and by this reference made part of this AGREEMENT. The CONSULTANT (prime and all A&E sub-consultants) will submit to the AGENCY within six (6) months after the end of each firm's fiscal year, an ICR schedule in the format required by the AGENCY (cost category, dollar expenditures, etc.) for the purpose of adjusting the ICR rate for billings received and paid during the fiscal year represented by the ICR schedule. It shall also be used for the computation of progress payments during the following year and for retroactively adjusting the previous year's ICR cost to reflect the actual rate. The ICR schedule will be sent to Email: ConsultantRates@wsdot.wa.gov.
   Failure to supply this information by either the prime CONSULTANT or any of their A&E sub-consultants shall cause the AGENCY to withhold payment of the billed ICR costs until such time as the required information is received and an overhead rate for billing purposes is approved.
   The AGENCY's Project Manager and/or the Federal Government may perform an audit of the CONSULTANT'S books and records at any time during regular business hours to determine the actual ICR rate, if they so desire.

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

4. Fixed Fee: The Fixed Fee, which represents the CONSULTANT'S profit, is shown in attached Exhibits "D" and "E" of this AGREEMENT. This fee is based on the Scope of Work defined in this AGREEMENT and the estimated person-hours required to perform the stated Scope of Work. In the event the CONSULTANT enters into a supplemental AGREEMENT for additional work, the supplemental AGREEMENT may include provisions for the added costs and an appropriate additional fee. The Fixed Fee will be prorated and paid monthly in proportion to the percentage of work completed by the CONSULTANT and reported in the Monthly Progress Reports accompanying the billings. Any portion of the Fixed Fee earned but not previously paid in the progress payments will be covered in the final payment, subject to the provisions of Section IX entitled "Termination of Agreement."

5. Management Reserve Fund (MRF): The AGENCY may desire to establish MRF to provide the Agreement Administrator with the flexibility to authorize additional funds to the AGREEMENT for allowable unforeseen costs, or reimbursing the CONSULTANT for additional work beyond that already defined in this AGREEMENT. Such authorization(s) shall be in writing and shall not exceed the lesser of $100,000 or 10% of the Total Amount Authorized as shown in the heading of this AGREEMENT. The amount included for the MRF is shown in the heading of this AGREEMENT. This fund may not be replenished. Any changes requiring additional costs in excess of the MRF shall be made in accordance with Section XIII, "Extra Work."

6. Maximum Total Amount Payable: The Maximum Total Amount Payable by the AGENCY to the CONSULTANT under this AGREEMENT shall not exceed the amount shown in the heading of this AGREEMENT. The Maximum Total Amount Payable is comprised of the Total Amount Authorized, and the MRF. The Maximum Total Amount Payable does not include payment for Extra Work as stipulated in Section XIII, "Extra Work." No minimum amount payable is guaranteed under this AGREEMENT.

B. Monthly Progress Payments: The CONSULTANT may submit billings to the AGENCY for reimbursement of Actual Costs plus the ICR and calculated fee on a monthly basis during the progress of the work. Such billings shall be in a format approved by the AGENCY and accompanied by the monthly progress reports required under Section III, "General Requirements" of this AGREEMENT. The billings will be supported by an itemized listing for each item including Direct (RAW) Labor, Direct Non-Salary, and allowable ICR Costs to which will be added the prorated Fixed Fee. To provide a means of verifying the billed Direct (RAW) Labor costs for CONSULTANT employees, the AGENCY may conduct employee interviews. These interviews may consist of recording the names, titles, Direct (RAW) Labor rates, and present duties of those employees performing work on the PROJECT at the time of the interview.

C. Final Payment: Final Payment of any balance due the CONSULTANT of the gross amount earned will be made promptly upon its verification by the AGENCY after the completion of the work under this AGREEMENT, contingent, if applicable, upon receipt of all PS&E, plans, maps, notes, reports, electronic data and other related documents which are required to be furnished under this AGREEMENT. Acceptance of such Final Payment by the CONSULTANT shall constitute a release of all claims for payment, which the CONSULTANT may have against the AGENCY unless such claims are specifically reserved in writing and transmitted to the AGENCY by the CONSULTANT prior to its acceptance. Said Final Payment shall not, however, be a bar to any claims that the AGENCY may have against the CONSULTANT or to any remedies the AGENCY may pursue with respect to such claims.

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

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

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

VI. Sub-Contracting

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

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

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

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

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

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

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

VII. Employment and Organizational Conflict of Interest

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

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

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

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

VIII. Nondiscrimination

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

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

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

IX. Termination of Agreement

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

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

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

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

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

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

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

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

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

X. Changes of Work

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

XI. Disputes

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

XII. Legal Relations

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

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

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

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

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

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

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

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

Insurance Coverage

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

B. Commercial general liability insurance written under ISO Form CG 00 01 12 04 or its equivalent with minimum limits of one million dollars ($1,000,000.00) per occurrence and two million dollars ($2,000,000.00) in the aggregate for each policy period.

C. Business auto liability insurance written under ISO Form CG 00 01 10 01 or equivalent providing coverage for any "Auto" (Symbol 1) used in an amount not less than a one million dollar ($1,000,000.00) combined single limit for each occurrence.

Excepting the Worker's Compensation Insurance and any Professional Liability Insurance, the STATE and AGENCY, their officers, employees, and agents will be named on all policies of CONSULTANT and any 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: Bruce Mills
Agency: City of Kennewick
Address: 1010 E Chemical Drive
City: Kennewick State: WA Zip: 99336
Email: bruce.mills@ci.kenneick.wa.us
Phone: 509-585-4431
Facsimile: 505-585-4511

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

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

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

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

XIII. Extra Work

A. The AGENCY may at any time, by written order, make changes within the general scope of this AGREEMENT in the SERVICES to be performed.

B. If any such change causes an increase or decrease in the estimated cost of, or the time required for, performance of any part of the SERVICES under this AGREEMENT, whether or not changed by the order, or otherwise affects any other terms and conditions of this AGREEMENT, the AGENCY shall make an equitable adjustment in the: (1) maximum amount payable; (2) delivery or completion schedule, or both; and (3) other affected terms and shall modify this AGREEMENT accordingly.

C. The CONSULTANT must submit any "request for equitable adjustment," hereafter referred to as "CLAIM," under this clause within thirty (30) days from the date of receipt of the written order. However, if the AGENCY decides that the facts justify it, the AGENCY may receive and act upon a CLAIM submitted before final payment of this AGREEMENT.

D. Failure to agree to any adjustment shall be a dispute under the section XI "Disputes" clause. However, nothing in this clause shall excuse the CONSULTANT from proceeding with the AGREEMENT as changed.

E. Notwithstanding the terms and conditions of paragraphs (A.) and (B.) above, the maximum amount payable for this AGREEMENT, shall not be increased or considered to be increased except by specific written supplement to this AGREEMENT.

XIV. Endorsement of Plans

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

XV. Federal Review

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

XVI. Certification of the Consultant and the Agency

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

XVII. Complete Agreement

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

XVIII. Execution and Acceptance

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

XIX. Protection of Confidential Information

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

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

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

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

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

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

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

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

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

XX. Records Maintenance

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

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

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

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

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

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

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

H. Gregory Holder Vice President

Signature

2/17/21

Date

David L. Witthun Senior Associate

Signature

2/17/21

Date

Signature

Date

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

Agreement Number:

Exhibit A
Scope of Work

Federal Aid No. 1402/STPUL-3457 (0002)

See attached scope.

Agreement Number:

Exhibit A

City of Kennewick, WA

US 395/Ridgeline Drive Construct Interchange

Project No. 1402/STPUL-3457 (0002)

WSDOT Job Number 19Y011/2

Kennewick Project P1402

Construction Support - Scope of Services

Prepared by:

David Evans and Associates, Inc.

908 North Howard Street, Suite 300

Spokane, WA 99201

February 17, 2021

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I. INTRODUCTION

David Evans and Associates, Inc. (DEA) (CONSULTANT) and associated subconsultants will provide on-call assistance to WSDOT and the City of Kennewick (the City) during the construction of the US 395/Ridgeline Drive Construct Interchange Project. The on-call services are strictly based on the requests of WSDOT and the City during the course of construction. Since this agreement will be made with the City, requests by WSDOT will be simultaneously routed to the City and the CONSULTANT for expediency. Tasks may include the following:

- Attendance at construction meetings as requested
- Review of shop drawing submittals
- Site visits to review proposed revisions to contract plans
- Additional surveying as requested by WSDOT or the City
- Response to miscellaneous questions as requested by WSDOT or the City during construction
- Design support for change orders and Requests for Information (RFI)

Since these are considered on-call services, if the budget for this agreement is nearing depletion, a supplemental agreement will be developed and put into place to address the additional services being requested after agreed upon by the City and the CONSULTANT.

II. DETAILED TASK DESCRIPTION

TASK 1 CONSTRUCTION SUPPORT SERVICES

CONSULTANT will provide WSDOT and the CITY with construction support and administration services as described herein. CONSULTANT will provide the following project team members to support the WSDOT and the CITY, as detailed in the Scope of Services:

1. **Project Manager** duties include:
    a. Coordination with WSDOT, CITY, and subconsultants.
    b. Develop and maintain tracking logs for CONSULTANT's assignments for submittals, RFIs and change orders
2. **Structural Engineer** duties include:
    a. Support WSDOT's Project Engineer with reviews for
        i. structural component material submittals,
        ii. Request for Information (RFI) responses,
        iii. structural-related change orders as needed;
        iv. prestressed girder shop drawings
        v. falsework and formwork submittals
        vi. shoring submittals
        vii. other structural submittals
    b. provide construction observation support on an as-needed basis;
    c. attend pre-construction meeting as requested;
    d. participate in weekly construction meetings on an as-needed basis.
3. **Civil Engineer** duties include:

a. Support WSDOT's Project Engineer with submittals, RFI's, and review and design support for change orders as needed;
b. participate in weekly construction meetings on an as-needed basis;

It is assumed WSDOT will provide the following team members:

1. Project Engineer duties include:
    a. serve as sole project contact for Contractor;
    b. coordinate with the City and CONSULTANT to resolve project issues;
    c. host pre-construction meeting;
    d. manage weekly construction meetings;
    e. review Contractor's contract forms including request to sublet and affidavit of wages paid;
    f. review Contractor certified payrolls;
    g. prepare monthly progress payments;
    h. prepare and manage Record of Materials (ROM);
    i. serve as clearinghouse for material submittals/shop drawings, maintain master log, and forward appropriate items to the City and CONSULTANT for review;
    j. review and approve standard specification submittals/shop drawings;
    k. prepare change orders;
    l. review Contractor Requests for Information (RFI's) and prepare responses;
    m. coordinate with property owners for construction issues.
    n. coordinate with utility companies as they schedule and execute their work
2. Resident Inspector duties include:
    a. attend preconstruction meeting;
    b. provide construction observation for the duration of the contract's working days;
    c. prepare inspector daily reports;
    d. measure quantity of work completed;
    e. field verify materials delivered to jobsite;
    f. obtain truck tickets from Contractor for materials to be paid by tonnage;
    g. prepare material pay notes and project ledger to support WSDOT-prepared monthly progress payments;
    h. coordinate materials testing with a WSDOT-provided testing agency;
    i. coordinate with private utility company inspectors;
    j. photograph project conditions.
3. Project Surveyor

    The roadway survey tasks will be completed by WSDOT and their crews; all other construction related surveying (structure surveying, licensed surveying, and ADA features surveying, etc.) will be completed by the Contractor. Project Surveyor duties include:

a. attend preconstruction meeting;
b. coordinate with Project Engineer and Contractor to provide construction staking direction for survey crew.

The City will provide the following team member:

1. Project Manager duties include
   a. Manage the agreement with the CONSULTANT;
   b. Attend preconstruction meeting;
   c. Review change orders on an as-needed basis;
   d. Attend weekly construction meetings on an as-needed basis;
   e. Coordinate with the WSDOT and CONSULTANT to resolve project issues;
   f. Act as a liaison between WSDOT, the Contractor and City Utility staff;
   g. Review CONSULTANT billings and process for payment;
   h. Send invoices to WSDOT to reimburse the City for CONSULTANT billings;
   i. Negotiate any necessary supplemental agreements with the CONSULTANT;

Assumptions:

1. Contract duration is 20 months, approximately April 2021 to November 2022.
2. CONSULTANT will perform the work tasks described in the scope of services under the overall direction of WSDOT and the CITY.

1.1 Construction Phase Project Administration

1.1.1 Project Management

Project management will be on-going during the course of construction. DEA's project manager will maintain communication with WSDOT and the CITY, and will monitor the project's scope, schedule, and budget, will coordinate and communicate with the project's subconsultants, and other similar project management tasks. Project Management is anticipated at three (3) hours per month.

1.1.2 Subconsultant Coordination

DEA will prepare a subconsultant agreement for Shannon and Wilson's geotechnical tasks included in this agreement.

1.1.3 Project Files

DEA will establish the project electronic and hard copy files, maintain a record of the Consultant's activities, and update project files. DEA will review Contractor requests for information (RFI)/submittals and distribute to appropriate team members for review and response. Each document, incoming and outgoing, will be coded and filed in the appropriate folder.

1.1.4 Submittal Log

DEA will prepare a submittal log at the beginning of the project. This log will be updated by DEA to track the submittal and RFI dates and review time for each Contractor submittal/RFI reviewed by the Consultant.

1.1.5 Monthly Progress Reports and Invoices

The CONSULTANT will provide monthly progress reports and invoices in accordance with the City's standard procedures for the contract duration.

ASSUMPTIONS

1. Progress Report and Invoice packages will be prepared monthly

DELIVERABLES

1. Monthly Progress Report and Invoice Packages

1.2 Project Meetings and Coordination

CONSULTANT will attend construction meetings via teleconference and provide CONSULTANT team Support.

1.2.1 Preconstruction Conference:

CONSULTANT will attend one pre-construction conference to support WSDOT and the CITY (assuming three (3) DEA staff members will attend).

1.2.2 Weekly Construction Meetings:

CONSULTANT will attend weekly construction meetings via teleconference on an as-needed basis. DEA anticipates attending 25 construction meetings at two (2) hours each (five (5) of these meetings will be in-person and the other 20 will be through a screen-sharing conference call) with Shannon and Wilson attending three (3) at two (2) hours each.

1.2.3 WSDOT/CITY Coordination:

CONSULTANT will coordinate with WSDOT's Project Engineer and the City's Project Manager via email and/or teleconferences to provide CONSULTANT team support and to answer miscellaneous questions on the project design plans. The level of effort is assumed at ten hours per month or 200 hours for DEA and a total of 10 hours for Shannon and Wilson.

Assumptions:

1. CONSULTANT team members will not generate meeting minutes.
2. Meeting minutes will be generated by WSDOT.
3. Weekly construction meetings will be attended via teleconferences.

1.3 Geotechnical Construction Support – Shannon and Wilson

Shannon and Wilson (S&W) will provide geotechnical services during construction as summarized below:

- Answer and support design questions that arise during the course of the work – anticipated at 20 hours.

1.4 Office Surveying Support

CONSULTANT will answer survey and layout questions that arise during the course of construction and provide office survey support.

Assumptions:

1. Level of effort has been estimated at 30 hours.

1.5 Field Support Services

CONSULTANT will perform site visits during construction to assist WSDOT and the CITY. These visits will be performed on an as-needed basis and as directed by WSDOT and the CITY. Typical project construction activities that may warrant a site visit include:

- Reviewing site conditions for any possible contract revisions;
- Setting of girders;
- Bridge deck and closure pours;
- Final observation for substantial and physical completion.

Assumptions:

1. Level of effort has been estimated; see attached fee schedule for assumed staff hours.
2. WSDOT/City will provide necessary forms to be completed for all requested site visits.
3. WSDOT/City will provide all necessary safety training prior to staff performing field visits.

1.6 Shop Drawings and Submittal Review

Review structural shop drawings and material submittals in accordance with WSDOT Standard Specifications and the WSDOT Construction Manual. CONSULTANT reviews will include a submittal review cover page with Engineer's signature, to be forwarded to the Contractor by WSDOT.

Assumptions:

1. WSDOT will manage the master Submittal/Shop Drawing log and include a master submittal number on the transmission to the CONSULTANT, for tracking purposes.
2. Level of effort has been estimated; see attached fee schedule for assumed staff hours. This assumes 20 submittals for the structures, two (2) submittals for the traffic signal, and three (3) submittals of the traffic control plans.
3. WSDOT/City will provide any necessary forms to be completed by CONSULTANT.
4. For purpose of estimating level of effort, each shop drawing is assumed to include a submittal with one resubmittal.
5. Consultant will not review concrete mix designs, Superpave submittals, aggregate submittals, and other standard material data, or material certifications, these will be

reviewed by WSDOT.

6. No new plan sheets will be developed based on the reviews.
7. Standard reviews and responses to submittals will be returned within five (5) business days after Consultant receives the submittal from WSDOT, unless approved otherwise by WSDOT. Reviews for large and/or complex submittals (i.e. girder shop drawings, formwork, shoring, etc) will be returned within ten (10) business days after CONSULTANT receives the submittal from WSDOT.
8. WSDOT will be responsible for all construction geotechnical services, testing, and related reviews, these will be reviewed by WSDOT.
9. Shop drawings and other contractor submittals will be reviewed only for general conformance with the design concept and intent of the Contract Documents.

1.7 Plan Interpretation & Change Orders

CONSULTANT will support construction by reviewing project RFIs and Change Orders.

1.7.1 Respond to RFI's: Review RFI's proposed by the Contractor or required due to unforeseen circumstances. For budgeting purposes, it is assumed that the Consultant team members will respond to the following number of RFIs with five (5) hours assumed for each RFI:

- DEA: 20
- Shannon and Wilson: Five (5)

Assumptions:

1. Standard reviews and responses to RFI's will be returned within five (5) business days after Consultant receives the submittal from WSDOT, unless approved otherwise by WSDOT. Reviews for large and/or complex RFI's will be returned within ten (10) business days after CONSULTANT receives the submittal from WSDOT.
2. WSDOT will provide an RFI Response form for CONSULTANT's use.
3. Review of working drawings and technical RFI's will be returned to WSDOT within five working days of receiving the submittals.

Deliverables:

1. RFI Response form (electronic copy)

- **1.7.2 Change Orders:** CONSULTANT will review change order requests either by the Contractor, CITY or WSDOT as requested by WSDOT. The CONSULTANT will provide plan sheet and special provision revisions necessary for these change orders. For budgeting purposes, the following change order support effort is assumed:
  - DEA: 80 hours
  - Shannon and Wilson: 8 hours

Deliverables:

1. Change Order plans and/or supporting design documentation (electronic copy)

1.8 Final Bridge Load Rating Report

The CONSULTANT will prepare a final load rating report for the as-constructed bridge in accordance with Chapter 13 of the WSDOT Bridge Design Manual.

Deliverables:

1. Stamped Final Bridge Load Rating Report (1 hard copy and electronic copy, PDF format)

TASK 2 RIGHT-OF-WAY MONUMENT SURVEYING

DEA will provide monumentation and Record of Survey services for the project.

2.1 Right-of-Way Monuments

DEA will set approximately thirteen (13) right-of-way monuments on the northwest side of US 395, seven (7) right-of-way monuments on the south side of Bofer Canyon Road, thirteen (13) right-of-way monuments along the south side of the northbound US 395 offramp, and seventeen (17) monuments along the northwest side of Ridgeline Drive (including at Zintel and at US 395). Monuments will be placed at the right-of-way line at all changes in right-of-way width, points of curve, points of tangent, angle points, and at intersections with section and quarter-section lines. As practicable, right-of-way monuments will be Bernsten model A2BR30, 30" break-off monuments with aluminum cap, aluminum pipe, and plastic base and marked with an orange carsonite post. A 2” aluminum cap permanently fixed to a 24 inch long #5 rebar driven flush with the ground and marked with an orange Carsonite post will be set when the Bernsten model A2BR30 break-off monuments cannot be set. Witness corners and/or reference monuments will very likely be set in locations where the actual corner monument cannot be set. Aluminum caps will be stamped with alignment designation, station and offset.

Assumptions:

- There are a total of 50 monuments that will need to be set as part of this task.
- Monuments will be set when there is no snow on the ground.
- Centerline monuments will not be set.
- No PLSS section corners will be destroyed so it is assumed that no LCR’s will be required to support this task.
- These monuments will be set post-construction or toward the end of construction to reflect the newly acquired ROW parcels.

2.2 Property Corners

Where previously existing property corner monuments were found and subsequently destroyed during construction, new monuments will be set and depicted on the Record of Survey. As necessary, witness corners will be placed and marked in such a manner to reduce confusion with an actual property corner monument and noted on the Record of Survey.

Assumptions

- Monuments will be re-set when there is no snow on the ground.

- Assume eight (8) property monuments will be set or reset.
- Monuments will be set after major construction in the area is complete.

2.3 Record of Survey

DEA will prepare and file a Record of Survey, per Washington Code, showing all the found and set (or reset) monuments included in the project survey and main line alignment. Data will include right-of-way information, found and set right-of-way monuments, and found (or reset) property corners with references.

2.3.1 Research and Monumentation Verification

Prior to filing the record of survey and setting right-of-way monuments, DEA will update prior research and verify that property corners and right-of-way monumentation has not changed from the prior record of survey.

2.3.2 Prepare Record of Survey

DEA will prepare a record of survey to be filed in Benton County showing information relevant to the boundary survey, new right-of-way and the definition of the acquisition parcels.

2.3.3 Review Record of Survey

DEA will perform a quality control review of the Record of Survey by the Project Surveyor and the Survey Manager. DEA will submit to WSDOT and the City for review and discussion as well. DEA will address comments and submit a final record of survey for recording in Benton County and provide a conformed copy to WSDOT and the City.

Assumptions

- One (1) Record of Survey will be required for Benton County.
- Two pdf files of the Record of Survey will be provided.
- Land Corner Record documents are not required for this task and are not included in this scope.

2.4 Monument Preservation

DEA will return to the site when construction is substantially complete to verify that no monuments were disturbed or destroyed during construction. It is anticipated that two (2) monuments will need to be replaced as a result of this visit and they will be added to the post construction ROW monument ROS in a previous task, documenting these final changes as needed.

TASK 3 PROJECT CLOSEOUT

This phase of the project will start when the construction work is physically complete or substantially complete. CONSULTANT will obtain, process and submit to WSDOT and the CITY items related to the closing of the construction project. The budget for this task assumes that project changes are minor in nature.

CONSULTANT shall:

3.1 Assist with Final Punchlist :

Assist WSDOT with a final punch list of work items yet to be satisfactorily completed by the Contractor on an as-needed basis;

3.2 Prepare "Record Drawings":

Markups in PDF format using information generated by the CONSULTANT.

Assumptions:

1. Record drawings will not be drafted in cadd.
2. Level of effort has been estimated; see attached fee schedule for assumed staff hours.
3. Contractor and WSDOT inspection team shall provide as-built information detailing final location of installed items, including underground items.
4. WSDOT will provide Final Materials Acceptance and Certification Report

Deliverables:

1. Final punch list of work items
2. Record Drawings (PDF)

End of Scope of Services

Exhibit B
DBE Participation

Not Applicable

Agreement Number:

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

The electronic format and standards to be provided for this project are identified in Exhibit A, Scope of Work.

B. Roadway Design Files

The electronic format and standards to be provided for this project are identified in Exhibit A, Scope of Work.

C. Computer Aided Drafting Files

The electronic format and standards to be provided for this project are identified in Exhibit A, Scope of Work.

Agreement Number:

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

Agency will provide review comments on all milestone deliverables, as identified in Exhibit A, Scope of Work.

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

The deliverables to be provided for this project are identified in Exhibit A, Scope of Work.

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

The Agency furnished services and information to be provided for this project are identified in Exhibit A, Scope of Work.

II. Any Other Electronic Files to Be Provided

The deliverables to be provided for this project are identified in Exhibit A, Scope of Work.

III. Methods to Electronically Exchange Data

Email, FTP Site, CD/DVD, PDF.

A. Agency Software Suite

The electronic format and standards to be provided for this project are identified in Exhibit A, Scope of Work as ncessary.

B. Electronic Messaging System

Email

C. File Transfers Format

The electronic format and standards to be provided for this project are identified in Exhibit A, Scope of Work as necessary.

Exhibit D
Prime Consultant Cost Computations

See attached pages.

Agreement Number:

Washington State Department of Transportation in association with the City of Kennewick, WA

US 395/Ridgeline Drive Interchange

Proj No. 1402/STPUL=3457 (0002) / WSDOT job No. 19Y011/2

David Evans and Associates, Inc.

	Classification	Hrs.	x	Direct Rate	=	Cost
1	Project Manager	121		$84.14		$10,181
2	Roadway Task Lead	105		$75.00		$7,875
3	Senior Roadway Engineer	130		$50.44		$6,557
4	Roadway Engineer	6		$46.50		$279
5	Roadway EIT	2		$33.50		$67
6	Senior Designer	16		$52.26		$836
7	Traffic Task Lead	60		$64.90		$3,894
8	Traffic Engineer	19		$64.00		$1,216
9	Traffic Designer	0		$45.00		$0
10	Traffic EIT	14		$33.60		$470
11	Bridge Task Lead	17		$75.86		$1,290
12	Senior Bridge Engineer	104		$65.68		$6,831
13	Bridge Engineer	206		$44.24		$9,113
14	Bridge EIT	100		$34.40		$3,440
15	Survey Lead	11		$77.00		$847
16	Project Surveyor	60		$50.50		$3,030
17	Party Chief	68		$36.00		$2,448
18	Field Technician	68		$22.00		$1,496
19	Mapping Technician	41		$41.50		$1,702
20	Project Assistant	20		$30.22		$604
21	Project Accountant	30		$31.94		$958
	Total Hrs.	1198				

Salary Cost					**$ 63,135**
Salary Escalation Cost (estimated)					
Escalation - % of Labor Cost	3%	per year @	0.75	year(s)	$1,421
Total Salary Cost					**$ 64,555**
Overhead Cost @	175.29%	of Direct Labor			**$ 113,159**
Net Fee @	30.0%	of Direct Labor			**$ 19,367**
Total Overhead & Net Fee Cost					**$ 132,525**

Direct Expenses	**No.**	**Unit**	**Each**		**Cost**
Reproduction Costs					
Copies	0	pages @	$0.06	/page	$ -
Reports	0	reports @	$15	/report	$ -
Plans	0	sets @	$2	/set	$ -
Parking	0	@	$8		$ -
Mail/Deliveries/Fed Ex	0	@	$20		$ -
Mileage	5430	miles @	$0.560	/mile	$ 3,040.80
Per Diem	6	@	$66	/day	$ 396.00
Half Day Per Diem	4	@	$49.50	/day	$ 198.00
Hotel	8	@	$105.000	/night	$ 840.00
Survey Supplies	10	@	$100.000	/each	$ 1,000.00
Set Monuments	50	@	$5.000	/each	$ 250.00

Subtotal	**$**	**5,725**
Prime Compensation for Subconsultant Cost	**$**	**557**
David Evans and Associates Total	**$**	**203,362**

Subconsultants

	-	W/DBE	M/DBE	Hrs	$ Total
Shannon and Wilson		6.4%	6.4%	78	$ 13,922
Total	0.0%	6.4%	6.4%	78	
Subconsultant Total		**13%**			**$ 13,922**

Direct Expenses Sub-Total (including Subconsultants)	**$**	**20,204**
Total Costs	**$**	**217,285**

Washington State Department of Transportation in association with the City of Kennewick, WA

US 395/Ridgeline Drive Interchange

Proj No. 1402/STPUL=3457 (0002) / WSDOT job No. 19Y011/2

David Evans and Associates, Inc.

Work Element #	Work Element	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	21	22	23	24	25	26	27	28	29	30	DEA	DEA	DEA	% of
		Project Manager	Roadway Task Lead	Senior Roadway Engineer	Roadway Engineer	Roadway EIT	Senior Designer	Traffic Task Lead	Traffic Engineer	Traffic Designer	Traffic EIT	Bridge Task Lead	Senior Bridge Engineer	Bridge Engineer	Bridge EIT	Survey Lead	Project Surveyor	Party Chief	Field Technician	Mapping Technician	Project Assistant	Project Accountant														
	direct rates:	$84.14	$75.00	$50.44	$46.50	$33.50	$52.26	$64.90	$64.00	$45.00	$33.60	$75.86	$65.68	$44.24	$34.40	$77.00	$50.50	$36.00	$22.00	$41.50	$30.22	$31.94												Dollars		
		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 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 hrs	Total hrs	Total hrs	Total hrs	Total hrs	Total hrs	Total $ w/ separate esc.	Total $	Total Hours
1.0	**Construction Support Services**																																			
1.1	Construction Phase Project Administration	84												20							20	30											154	$29,049	$29,606	12.85%
1.1.1	Project Management	60																															60	$15,412	$15,629	5.01%
1.1.2	Subconsultant Coordination	1																			2												3	$441	$452	0.25%
1.1.3	Project Files	2																			8												10	$1,252	$1,288	0.83%
1.1.4	Submittal Log	6												20																			26	$4,242	$4,337	2.17%
1.1.5	Monthly Progress Reports and Invoices	15																			10	30											55	$7,701	$7,900	4.59%
1.2	Project Meetings and Coordination	16	76	92				10				10	20	64																			288	$52,630	$53,672	24.04%
1.2.1	Preconstruction Conference	6	6											6																			18	$3,725	$3,791	1.50%
1.2.2	Weekly Construction Meetings			32										38																			70	$10,060	$10,313	5.84%
1.2.3	WSDOT/CITY Coordination	10	70	60				10				10	20	20																			200	$38,844	$39,568	16.69%
1.3	Geotechnical Construction Support - Shannon and Wilson	2																															2	$514	$521	0.17%
1.4	Office Surveying Support																30																30	$4,625	$4,734	2.50%
1.5	Field Support Services													36																			36	$4,862	$4,992	3.01%
1.6	Shop Drawings and Submittal Review	10						30	10		10		50	50	80																		240	$36,673	$37,541	20.03%
1.7	Plan Interpretation & Change Orders	9	25	30	6	2	6	20	9		4	7	30	24	8																		180	$32,519	$33,170	15.03%
1.7.1	Respond to RFI's	5	15	20				10	5			5	20	20																			100	$18,626	$18,988	8.35%
1.7.2	Change Orders	4	10	10	6	2	6	10	4		4	2	10	4	8																		80	$13,893	$14,182	6.68%
1.8	Final Bridge Load Rating Report												4		12																		16	$2,062	$2,120	1.34%
	Work Element 1.0 Total	121	101	122	6	2	6	60	19		14	17	104	194	100		30				20	30											946	$162,934	$166,358	78.96%
2.0	**Right-of-Way Monument Surveying**																																			
2.1	Right-of-Way Monuments															4	8	50	50														112	$11,027	$11,433	9.35%
2.2	Property Corners															1	2	8	8														19	$1,960	$2,029	1.59%
2.3	Record of Survey															5	18			40													63	$9,018	$9,246	5.26%
2.3.1	Research and Monumentation Verification															2	8			8													18	$2,717	$2,782	1.50%
2.3.2	Prepare Record of Survey															2	6			24													32	$4,436	$4,552	2.67%
2.3.3	Review Record of Survey															1	4			8													13	$1,865	$1,912	1.09%
2.4	Monument Preservation															1	2	10	10	1													24	$2,441	$2,528	2.00%
	Work Element 2.0 Total															11	30	68	68	41													218	$24,446	$25,235	18.20%
3.0	**Project Closeout**																																			
3.1	Assist with Final Punchlist		2	4										8																			14	$2,154	$2,205	1.17%
3.2	Prepare "Record Drawings"		2	4			10							4																			20	$3,210	$3,282	1.67%
	Work Element 3.0 Total		4	8			10							12																			34	$5,364	$5,487	2.84%
	PRIME COMPENSATION FOR SUB. COST																																	$557	$557	
	EXPENSES																																	$5,725	$5,725	
	SALARY ESCALATION																																	$4,337		
	PROJECT WORK ELEMENTS TOTALS	121	105	130	6	2	16	60	19		14	17	104	206	100	11	60	68	68	41	20	30											1198	$203,362	$203,362	100.00%

Washington State Department of Transportation in association with the City of Kennewick, WA
US 395/Ridgeline Drive Interchange
Proj No. 1402/STPUL=3457 (0002) / WSDOT job No. 19Y011/2

David Evans and Associates, Inc.

		1	2	3	4	5	6	7			
Work Element #	Work Element	Mileage	On Site Field Mileage	Hotel	Per Diem	Per Diem / first-Lst Day	Auger / Monuments / etc	Set Monuments	DEA	DEA	% of
	direct rates:	$0.56	$0.56	$105.00	$66.00	$49.50	$100.00	$5.00	Dollars		
		Total hrs	Total hrs	Total hrs	Total hrs	Total hrs	Total hrs	Total hrs	Total $	Total $	Total Hours
1.0	**Construction Support Services**										
1.1	Construction Phase Project Administration										
1.1.1	Project Management										
1.1.2	Subconsultant Coordination										
1.1.3	Project Files										
1.1.4	Submittal Log										
1.1.5	Monthly Progress Reports and Invoices										
1.2	Project Meetings and Coordination	2100							$1,176	$1,176	
1.2.1	Preconstruction Conference	600							$336	$336	
1.2.2	Weekly Construction Meetings	1500							$840	$840	
1.2.3	WSDOT/CITY Coordination										
1.3	Geotechnical Construction Support - Shannon and Wilson										
1.4	Office Surveying Support										
1.5	Field Support Services	1800	120						$1,075	$1,075	
1.6	Shop Drawings and Submittal Review										
1.7	Plan Interpretation & Change Orders										
1.7.1	Respond to RFI's										
1.7.2	Change Orders										
1.8	Final Bridge Load Rating Report										
	Work Element 1.0 Total	3900	120						**$2,251**	**$2,251**	
2.0	**Right-of-Way Monument Surveying**										
2.1	Right-of-Way Monuments	600	150	8	6	4		50	$2,104	$2,104	
2.2	Property Corners	300	30				8		$985	$985	
2.3	Record of Survey										

David Evans and Associates, Inc.		1	2	3	4	5	6	7			
Work Element #	Work Element	Mileage	On Site Field Mileage	Hotel	Per Diem	Per Diem / first-Lst Day	Auger / Monuments / etc	Set Monuments	DEA	DEA	% of
	direct rates:	$0.56	$0.56	$105.00	$66.00	$49.50	$100.00	$5.00	Dollars		
		Total hrs	Total hrs	Total hrs	Total hrs	Total hrs	Total hrs	Total hrs	Total $	Total $	Total Hours
2.3.1	Research and Monumentation Verification										
2.3.2	Prepare Record of Survey										
2.3.3	Review Record of Survey										
2.4	Monument Preservation	300	30				2		$385	$385	
	Work Element 2.0 Total	1200	210	8	6	4	10	50	**$3,474**	**$3,474**	
3.0	**Project Closeout**										
3.1	Assist with Final Punchlist										
3.2	Prepare "Record Drawings"										
	Work Element 3.0 Total										
	PRIME COMPENSATION FOR SUB. COST										
	EXPENSES										
	SALARY ESCALATION										
PROJECT WORK ELEMENTS TOTALS		**5100**	**330**	**8**	**6**	**4**	**10**	**50**	**$5,725**	**$5,725**	

Exhibit E
Sub-consultant Cost Computations

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

David Evans and Associates will prepare a subconsultant agreement for Shannon and Wilson's geotechnical tasks included in this agreement.

Agreement Number:

Washington State Department of Transportation in association with the City of Kennewick, WA
US 395/Ridgeline Drive Interchange
Proj No. 1402/STPUL=3457 (0002) / WSDOT job No. 19Y011/2

Shannon and Wilson

	Classification	Hrs.	x	Direct Rate	=	Cost
1	Vice President	1		$ 90.64		$91
2	Senior Associate	0		$ 77.35		$0
3	Associate	40		$ 65.73		$2,629
4	Sr. Professional III	0		$ 57.48		$0
5	Sr. Professional II	0		$ 50.48		$0
6	Sr. Professional I	0		$ 45.84		$0
7	Professional IV - Field Representative	0		$ 45.84		$0
8	Professional III - Field Representative	0		$ 37.60		$0
9	Professional II - Field Representative	0		$ 34.50		$0
10	Professional I - Field Representative	0		$ 29.87		$0
11	CAD Technician	34		$ 38.89		$1,322
12	Admin/Clerical	3		$ 42.23		$127
13		0				$0
14		0				$0
15		0				$0
16		0				$0
17		0				$0
18		0				$0
19		0				$0
20		0				$0
	Total Hrs.	78				

Salary Cost					**$ 4,169**
Salary Escalation Cost (estimated)					
Escalation - % of Labor Cost	3%	per year @	0.75	year(s)	$94
Total Salary Cost					**$ 4,263**
Overhead Cost @	187.94%	of Direct Labor			**$ 8,011**
Net Fee @	30.0%	of Direct Labor			**$ 1,279**
Total Overhead & Net Fee Cost					**$ 9,290**

Direct Expenses	**No.**	**Unit**	**Each**		**Cost**
Reproduction Costs					
Copies	0	pages @	$0.06	/page	$ -
Reports	0	reports @	$15	/report	$ -
Plans	0	sets @	$2	/set	$ -
Parking	0	@	$8		$ -
Mail/Deliveries/Fed Ex	0	@	$20		$ -
Mileage	660	miles @	$0.560	/mile	$ 369.60
Subtotal					**$ 370**

Shannon and Wilson Total **$ 13,922**

Washington State Department of Transportation in association with the City of Kennewick, WA
US 395/Ridgeline Drive Interchange
Proj No. 1402/STPUL=3457 (0002) / WSDOT job No. 19Y011/2

Shannon and Wilson

		1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20				
Work Element #	Work Element	Vice President	Senior Associate	Associate	Sr. Professional III	Sr. Professional II	Sr. Professional I	Professional IV - Field Representative	Professional III - Field Representative	Professional II - Field Representative	Professional I - Field Representative	CAD Technician	Admin/Clerical									Shannon and Wilson	Shannon and Wilson	Shannon and Wilson	% of
	direct rates:	$90.64	$77.35	$65.73	$57.48	$50.48	$45.84	$45.84	$37.60	$34.50	$29.87	$38.89	$42.23									Total hrs	Total $ w/ separate esc	Total $	Total Hours
		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 hrs	Total hrs	Total hrs	Total hrs	Total hrs	Total hrs	Total hrs				
1.0	**Construction Support Services**																								
1.1	Construction Phase Project Administration	1		5									3									9	$1,736	$1,770	11.54%
1.1.1	Project Management																								
1.1.2	Subconsultant Coordination	1		2																		3	$706	$718	3.85%
1.1.3	Project Files			1																		1	$209	$213	1.28%
1.1.4	Submittal Log																								
1.1.5	Monthly Progress Reports and Invoices			2									3									5	$821	$840	6.41%
1.2	Project Meetings and Coordination			11								5										16	$2,917	$2,978	20.51%
1.2.1	Preconstruction Conference																								
1.2.2	Weekly Construction Meetings			6																		6	$1,254	$1,277	7.69%
1.2.3	WSDOT/CITY Coordination			5								5										10	$1,663	$1,701	12.82%
1.3	Geotechnical Construction Support - Shannon and Wilson			10								10										20	$3,326	$3,403	25.64%
1.4	Office Surveying Support																								
1.5	Field Support Services																								
1.6	Shop Drawings and Submittal Review																								
1.7	Plan Interpretation & Change Orders			14								19										33	$5,275	$5,401	42.31%
1.7.1	Respond to RFI's			10								15										25	$3,945	$4,040	32.05%
1.7.2	Change Orders			4								4										8	$1,331	$1,361	10.26%
1.8	Final Bridge Load Rating Report																								
	Work Element 1.0 Total	1		40								34	3									78	$13,254	$13,552	100.00%
2.0	**Right-of-Way Monument Surveying**																								
2.1	Right-of-Way Monuments																								
2.2	Property Corners																								
2.3	Record of Survey																								
2.3.1	Research and Monumentation Verification																								
2.3.2	Prepare Record of Survey																								
2.3.3	Review Record of Survey																								
2.4	Monument Preservation																								
	Work Element 2.0 Total																								
3.0	**Project Closeout**																								
3.1	Assist with Final Punchlist																								
3.2	Prepare "Record Drawings"																								
	Work Element 3.0 Total																								
	EXPENSES																						$370	$370	
	SALARY ESCALATION																						$298		
PROJECT WORK ELEMENTS TOTALS		1		40								34	3									78	$13,922	$13,922	100.00%

Exhibit F
Title VI Assurances

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

1. Compliance with Regulations: The CONSULTANT shall comply with the Regulations relative to non-discrimination in federally assisted programs of the AGENCY, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the "REGULATIONS"), which are herein incorporated by reference and made a part of this AGREEMENT.

2. Non-discrimination: The CONSULTANT, with regard to the work performed during this AGREEMENT, shall not discriminate on the grounds of race, color, sex, or national origin in the selection and retention of sub-consultants, including procurement of materials and leases of equipment. The CONSULTANT shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the REGULATIONS, including employment practices when this AGREEMENT covers a program set forth in Appendix B of the REGULATIONS.

3. Solicitations for Sub-consultants, Including Procurement of Materials and Equipment: In all solicitations either by competitive bidding or negotiations made by the CONSULTANT for work to be performed under a sub-contract, including procurement of materials or leases of equipment, each potential sub-consultant or supplier shall be notified by the CONSULTANT of the CONSULTANT's obligations under this AGREEMENT and the REGULATIONS relative to non-discrimination on the grounds of race, color, sex, or national origin.

4. Information and Reports: The CONSULTANT shall provide all information and reports required by the REGULATIONS or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the AGENCY, the STATE, or the Federal Highway Administration (FHWA) to be pertinent to ascertain compliance with such REGULATIONS, orders and instructions. Where any information required of a CONSULTANT is in the exclusive possession of another who fails or refuses to furnish this information, the CONSULTANT shall so certify to the AGENCY, the STATE, or the FHWA as appropriate, and shall set forth what efforts it has made to obtain the information.

5. Sanctions for Non-compliance: In the event of the CONSULTANT's non-compliance with the non-discrimination provisions of this AGREEMENT, the AGENCY shall impose such AGREEMENT sanctions as it, the STATE, or the FHWA may determine to be appropriate, including, but not limited to:
   - Withholding of payments to the CONSULTANT under this AGREEMENT until the CONSULTANT complies, and/or;
   - Cancellation, termination, or suspension of this AGREEMENT, in whole or in part.

6. Incorporation of Provisions: The CONSULTANT shall include the provisions of paragraphs (1) through (5) in every subcontract, including procurement of materials and leases of equipment, unless exempt by the REGULATIONS, or directives issued pursuant thereto. The CONSULTANT shall take such action with respect to any sub-consultant or procurement as the STATE, the AGENCY, or FHWA may direct as a means of enforcing such provisions including sanctions for non-compliance.

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

Agreement Number:

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

Agreement Number:

Exhibit G-1(a) Certification of Consultant

I hereby certify that I am the and duly authorized representative of the firm of
David Evans and Associates, Inc.
whose address is
908 N Howard St., Ste. 300, Spokane, WA 99201
and that neither the above firm nor I have:

a) Employed or retained for a commission, percentage, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for me or the above CONSULTANT) to solicit or secure this AGREEMENT;

b) Agreed, as an express or implied condition for obtaining this contract, to employ or retain the services of any firm or person in connection with carrying out this AGREEMENT; or

c) Paid, or agreed to pay, to any firm, organization or person (other than a bona fide employee working solely for me or the above CONSULTANT) any fee, contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out this AGREEMENT; except as hereby expressly stated (if any);

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

David Evans and Associates, Inc.

Consultant (Firm Name)

H. Gregory Holder

Signature (Authorized Official of Consultant)

2/17/2021

Date

Agreement Number: 19Y011/2

Exhibit G-1(b) Certification of

I hereby certify that I am the:

☑ Deputy Public Works Director and Project Manager

☐ Other

of the US 395/Ridgeline Drive Interchange Project , and the City of Kennewick
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 Bruce Mills

2/17/2021
Date

Agreement Number:

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

I. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:

A. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

B. Have not within a three (3) year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State anti-trust statues or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

C. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

D. Have not within a three (3) year period preceding this application / proposal had one or more public transactions (Federal, State and local) terminated for cause or default.

II. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

David Evans and Associates, Inc.

Consultant (Firm Name)

H. Gregory Holder

Signature (Authorized Official of Consultant)

2/17/2021

Date

Agreement Number: 19Y011/2

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.

David Evans and Associates, Inc.

Consultant (Firm Name)

H. Gregory Holder

Signature (Authorized Official of Consultant)

2/17/2021

Date

Agreement Number: 19Y011/2

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 US/395 Ridgeline Dr.Construct IC * 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: David Evans and Associates, Inc.

H. Gregory Holder

Signature

Vice President, Project Manager

Title

Date of Execution***: 2/17/2021

*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 in 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:

Council Agenda Coversheet

Agenda Item Number	3.g.	Council Date	03/02/2021	Consent Agenda ✘
Agenda Item Type	Contract/Agreement/Lease			Ordinance/Reso ☐
Subject	Interlocal Agreement with Benton PUD			Public Mtg / Hrg ☐
Ordinance/Reso #		Contract #		Other ☐
Project #	P1918	Permit #		Quasi-Judicial ☐
Department	Public Works			

Recommendation

That the City Council authorize the City Manager to sign the Interlocal Agreement with Benton PUD for the Washington Street Corridor Improvements Project.

Motion for Consideration

I move to authorize the City Manager to sign the Interlocal Agreement with Benton PUD for the Washington Street Corridor Improvements Project.

Summary

The purpose of this agreement is to establish roles of the jurisdictions in the construction of the City's Washington Street Corridor Improvements Project. The Washington Street Corridor Improvements Project is currently scheduled for this March and involves adding landscaping planters, replacing and widening sidewalks, upgrading street lighting and installing a rectangular rapid flash beacon crosswalk, all in an effort to improve pedestrian movement from Kennewick Avenue to Columbia Drive.

As part of the corridor improvements, the City will be installing underground conduit to support the new street lights and associated electrical outlets in the planter beds. Benton PUD also has plans for this corridor which includes constructing underground power in Washington Street from 1st Avenue to Kennewick Avenue in order to provide additional capacity to their system. In order to minimize any conflict with Benton PUD's planned work and the City's corridor improvement project, the decision was made to have the City's contractor complete the work under the Washington Street Corridor Improvements Project and pass the install charges back to Benton PUD.

Alternatives

Reject agreement and require Benton PUD to complete the work on their own which could delay our contracted work.

Fiscal Impact

No fiscal impact since all contract costs including change orders are passed through to Benton PUD. There will be a 3.0% administration fee assessed to cover City expenses.

Through	Heath Mellotte Feb 18, 15:17:41 GMT-0800 2021
Dept Head Approval	Cary Roe Feb 22, 08:59:38 GMT-0800 2021
City Mgr Approval	Marie Mosley Feb 26, 12:54:13 GMT-0800 2021

Attachments: Agreement

☐ **Recording Required?**

AFTER RECORDING RETURN TO:

City of Kennewick
210 W. 6th Ave.
Kennewick, WA 99336-0108

Attn. Terri Wright, City Clerk

INTERLOCAL COOPERATIVE PROJECT AGREEMENT BETWEEN PUBLIC UTILITY DISTRICT #1 OF BENTON COUNTY AND CITY OF KENNEWICK FOR THE P1918 – WASHINGTON STREET CORRIDOR IMPROVEMENTS (1ST AVE. TO COLUMBIA DRIVE) PROJECT

BY THIS INTERLOCAL COOPERATIVE AGREEMENT, hereinafter referred to as "Interlocal Agreement", entered into this _____ day of _____, 2021, the City of Kennewick, Washington, a municipal corporation, hereinafter referred to as the "City", and Public Utility District #1 of Benton County, Washington, a municipal corporation of the state of Washington, hereinafter referred to as the "Public Utility District #1" enter into the following agreement:

WHEREAS the City is to construct streetscape improvements, landscaping and lighting which will serve bicyclists and pedestrians for a downtown link to new wine venues on Columbia Drive; and

WHEREAS there is a mutual benefit to the City and the Public Utility District #1 to cooperate in maintaining and improving their infrastructure while upholding government efficiency; and

WHEREAS the parties hereto are authorized by RCW 39.34.030 to enter into agreements with one another to jointly carry out the powers and authorities of the parties; NOW, THEREFORE IT IS AGREED BY AND BETWEEN THE PARTIES AS FOLLOWS:

Section 1. The Public Utility District #1 shall provide the City with specifications of the Public Utility District #1 part of the project, which includes, but is not limited to trench excavation, hole excavation, gravel bedding and backfill for vaults, junction boxes and conduit runs, and asphalt and sidewalk restoration work. The work will include furnishing all labor, tools, materials, and equipment required for completion of the improvements as may be necessary in accordance with the specifications, drawings, contract documents, and conditions for the Public Utility District #1's Project. The City will provide an Engineer's Cost Estimate to complete the Public Utility District #1 Project.

Section 2. The City will bid the project so that the cost of the Public Utility District #1's Project shall be included in the scope as a separate schedule of the bid, which may be

accepted or rejected by the Public Utility District #1.

Section 3. The City will bid the City's Project and the Public Utility District #1's Project together (together referred to as the "Projects") in accordance with the legal bidding requirements of the City, and the City select the lowest responsible bidder for the Projects.

Section 4. The City will provide primary oversight, construction management and inspection to install the Projects. The Public Utility District #1 will provide periodic inspections, final inspection, punch list, and approval of the Public Utility District #1's Project. The Public Utility District #1 shall provide the City with a written punch list for the Public Utility District #1's project within 2 workings days of completion by the City's contractor. The City shall seek timely completion of the Public Utility District #1's punch list.

Section 5. The City's Project includes, but is not limited to constructing streetscape improvements, landscaping and lighting which will serve bicyclists and pedestrians for a downtown link to new wine venues on Columbia Drive. The work will include furnishing all labor, tools, materials, and equipment required for completion of the improvements as may be necessary in accordance with the specifications, drawings, contract documents, and conditions.

Section 6. Each party shall obtain the necessary permits for their portion of work. The Public Utility District #1 will furnish a copy of its permit to the City.

Section 7. The Public Utility District #1 shall approve trench excavation widths, hole excavation sizes, gravel bedding for the vaults and junction boxes, crushed surfacing top course trench backfill, asphalt restoration and sidewalk restoration associated with their portion of the Project. The Public Utility District #1 shall provide the name and contact information for a Public Utility District #1 representative that has full authority to approve change orders associated with the Project.

Section 8. The Public Utility District #1 shall compensate the City for the contracted bid items that have been identified as their Project in the Contract Proposal. Public Utility District #1 will also be responsible for all change orders that are directly attributed to the Public Utility District #1, of which the City will seek approval from Public Utility District #1 prior to approval of the change order. Public Utility District #1 shall pay the City a 3.0% administration fee of the Public Utility District #1 Project cost to bid and oversee this activity. The City will invoice the Public Utility District #1 on a monthly basis as costs are incurred.

Section 9. The City will require the successful bidder for the Projects to conform to Washington law prescribed for Public Works Projects, including the payment of prevailing wage and the submission of the required performance bond.

Section 10. This Agreement shall be construed and enforced in accordance with, and the validity and performance shall be governed by the laws of the State of Washington.

Venue of any suit between the parties arising out of this Agreement shall be the Superior Court for the county of Benton, State of Washington.

Section 11. This Agreement may be changed, modified, or amended only upon written agreement executed by both parties.

Section 12. It is not intended that a separate legal entity shall be established to conduct the cooperative undertaking, nor is the acquiring, or holding, or disposing of real or personal property anticipated. The City of Kennewick is designated as the Administrator of the project.

Section 13. Each party shall defend, indemnify, and hold the other harmless from any claims, damages, causes of action, or judgments arising from, or as a direct result of the negligent or intentional acts of its agents, employees, or officers associated with this Agreement.

Section 14. This Agreement contains all the terms and conditions agreed upon by the parties. All items incorporated by reference are attached. No other understandings, verbal or otherwise, in regard to the subject matter of this Agreement, shall be deemed to exist or to bind any of the parties.

Section 15. This Agreement shall be effective upon execution by both parties and shall remain in effect until City Council accepts the Project as complete, unless terminated at an earlier date by either party without cause if such party provides 30 days prior written notice to terminate Additionally, if the Public Utility District #1 fails to make payment required herein by its due date, then the City may terminate this Agreement upon not less than 30 days prior written notice to the Public Utility District #1. Upon termination,the Public Utility District #1 will continue to be responsible for any outstanding costs related to the scope of work in Section 1.

Section 16. This interlocal agreement shall be filed as provided by RCW 39.34.

CITY OF KENNEWICK

By: _____
Title: _____

BENTON PUBLIC UTILITY DISTRICT

By: _____
Title: AGM

ATTEST BY:

_____
Terri Wright, City Clerk

APPROVED AS TO FORM:

_____
Lisa Beaton, City Attorney

Council Agenda Coversheet

Agenda Item Number	3.h.	Council Date	03/02/2021
Agenda Item Type	Contract/Agreement/Lease		
Subject	Fire Station 1 and Administration Building Design		
Ordinance/Reso #		Contract #	19-002
Project #		Permit #	
Department	Fire Department		

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

Recommendation

Staff recommends that Council authorize the City Manager to sign Contract 19-002 Modification #2 for the design of Fire Station 1 and Administration Building with TCA Architecture in the amount of $520,878.00.

Motion for Consideration

I move to authorize the City Manager to sign a Contract 19-002 Modification #2 for the design of Fire Station 1 and Administration Building with TCA Architecture in the amount of $520,878.00.

Summary

The City's Capital Improvement Plan (CIP) includes the replacement of 3 Fire Stations, Phase I -Station 3(in progress), Phase II - Station 6, and Phase III - Station 1 including administrative space. The current priority and functional requirements of the Department places Station 1 as a greater need and will now be phase II. The 2021/22 budget includes the design and construction of Fire Station 1 and Administration Building.

Council approved in May of 2019 contract 19-002 for Station 3/Phase I. This contract also anticipated the designs for Stations 1 & 6. Modification #1 to this contract was needed to incorporate Port of Kennewick road design standards at Station 3 and was partially reimbursed by the Port and preliminary conceptual work on Station 6 which was not performed.

This contract modification #2 is for the design of Station 1 including an Administrative building through construction in the amount of $520,878,00 under the same terms as the original contract. This amount is $8,529.00 less than anticipated in 2019.

Contract 19-002 - $399,161.00
Modification #1 - $ 21,650.00
Modification #2 - $520,878.00 // TOTAL $941,689.00

Design (Architecture) costs are currently intended to be financed along with station construction costs. City Council will be considering a separate bond ordinance for project financing at a future date.

Alternatives

None Recommended

Fiscal Impact

$520,878.00 - 300.076.594.22.62.03 Capital Improvement Fund

Through	John Noble Feb 24, 10:41:41 GMT-0800 2021
Dept Head Approval	Chad Michael Feb 24, 10:48:36 GMT-0800 2021
City Mgr Approval	Marie Mosley Feb 26, 13:03:56 GMT-0800 2021

Attachments: Agreement

☐ **Recording Required?**

CITY OF KENNEWICK
AGREEMENT WITH TCA Architecture Planning, Inc.
CONTRACT No. 19-002

MODIFICATION # 2

I. RECITALS

This is a modification to the professional services agreement related to providing Fire Station design for construction of Phase I – Fire Station No. 3 project between the contracting parties, the City of Kennewick, Washington (hereinafter "City") and TCA Architecture Planning (hereinafter the "Consultant")

There is now in full force and effect between the parties an Agreement, City Contract #19-002 executed by the parties on May 22, 2019 and Modification 1 executed by the parties on October 21, 2019.

The parties to this contract desire to modify said Agreement as follows;

II. AGREEMENTS

1. Additional service fee to provide all services necessary to conduct and complete the planning, design and construction of a new Fire Station 1 and Administration Building. See Exhibit A.

2. Contract price increase for item 1 above is $520,878.00 for a new contract total of $941,689.00.

3. Contract period shall be extended to June 30, 2023.

4. It is understood and agreed that all other terms and conditions of the Agreement shall be and remain the same.

Signature page follows

III. SIGNATURES

This Modification may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. This Modification may be delivered by facsimile or other electronic means and those signatures shall be treated as original signatures for all applicable purposes. The person signing this Modification for TCA Architecture Planning, Inc. represents that he or she has full and proper authority to do so and to bind the party which they are representing. This Modification will become binding on the date of last execution hereon:

CITY:	**TCA Architecture Planning**
By:_____	By:_____
Marie E. Mosley, City Manager	Brian J. Harris, Principal
Date:_____	_____
	Title
	Date:_____

Modification #2 EXHIBIT A

A/E FEES STATION 1 + ADMIN
6/1/2020

New
STATION 1- New + Admin
17,500 approx.
Two buildings
3 bay base
Admin- approx. 5,000SF
Infratsructure for future commissary

Construction start 2022
12MO

CA Duration to Final Completion- est

FEE BASIS and BREAKDOWN		Fee	SD	DD	CD	B/CA
			18%	20%	31%	31%
Design Process- Schematic-Contract closeout*- base station						
Total	$	409,095	$ 73,637	$ 81,819	$ 126,819	$ 126,819
Interior Design, Signage Design & Coordination	$	5,000		1,000	2,000	2,000
Civil Engineering- Harms Station + Admin	$	19,500	3,510	3,900	6,045	6,045
Civil Engineering-CUP- Harms	$	6,300		6,300		
Civil Engineering-Bidding Construction Support	$	5,200				5,200
Civil Record Drawings	$	1,700				1,700
Landscape-AHBL	$	9,450		6,500		2,950
Landscape- CUP- AHBL	$	4,500		4,500		
TCA-CUP	$	6,500		6,500		
Data/Communications/Paging/Alert/ Engineering-Integrus	$	13,000	2,340	2,600	4,030	4,030
Estimate reviews	$	3,668	1,834	1,834	0	
Traffic Engineering	$	-				
TCA 10% Management fee of Consultants	$	5,965	$ 585	$ 2,380	$ 1,008	$ 1,993
Subtotal Fee	$	489,878				
Printing/Advertising/Reimbursable Allowance	$	13,000	$ 2,000	$ 2,000	$ 2,000	$ 7,000
Postage						
Delivery						
Copies						
Travel						
Additional CA allowance	$	18,000				$ 18,000
Total Consultant Fee	**$**	**520,878**	$ 83,906	$ 119,333	$ 141,902	$ 175,737

As-Builts by contractor
Off-site improvements not included
Signal design not included
Estimating not included

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Contract No._19-002

CONTRACT BETWEEN CITY AND CONSULTANT
FIRE STATION DESIGN FOR CONSTRUCTION

THIS CONTRACT, is made between the City of Kennewick, PO Box 6108, 210 W. 6th Ave., Kennewick, Washington, (hereinafter referred to as the "City"), and TCA Architecture Planning, Inc., 6211 Roosevelt Way NE, Seattle, Washington, (hereinafter called the "Consultant").

WITNESSETH:

1) SCOPE OF WORK AND CONTRACT CONTENTS

a) The Consultant shall furnish all services, labor and related equipment necessary to conduct and complete the work for Phase I of this Contract provided in Exhibit A – Scope of Work. The Consultant shall provide sequential design services during the planning, design and construction of up to three Fire Stations:

Phase I – Fire Station No. 3 - $399,161.00 – This Contract
Phase II – Fire Station No. 6 - $569,918.00 – Future Work
Phase III – Fire Station No.1 - $529,407.00 – Future Work

b) This Contract consists of this Contract, and other documents listed below issued prior to the execution of this contract and all modifications and change orders issued subsequent thereto. These form the entire Contract and all are as fully a part of the Contract as if attached to this Contract or repeated herein. In the event of a conflict between documents the order of precedence will be the order listed below. An enumeration of the Contract documents is set forth below:

(i) This Contract No. 19-002 between the City and Consultant.
(ii) Exhibit A: Scope of Work
(iii) Exhibit B: A/E Fee proposal response submitted by TCA Architecture Planning dated April 25, 2019.
(iv) Exhibit C: Fire Station Project Schedule

2) GENERAL REQUIREMENTS

a) The Consultant shall attend status, progress, and coordination meetings with the designated City of Kennewick representatives, or such federal, community, state, city or county officials, groups or individuals as may be requested by the City. If additional meetings are requested, the City will provide the Consultant sufficient notice prior to those meetings requiring Consultant participation.

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b) The Consultant shall prepare a monthly progress report if requested, in a form approved by the City, that will outline in written and/or graphical form the various phases and the order of performance of the work in sufficient details so that the progress of the work can easily be evaluated.

3) TIME FOR BEGINNING AND COMPLETION

The Consultant shall not begin any work under the terms of this Contract until authorized in writing by the City. Consultant agrees to use best efforts to complete all work described for Phase I under this Contract for design services by June 1, 2021.

4) PAYMENT

a) The City shall pay the Consultant an amount not to exceed Three Hundred Ninety-Nine Thousand, One Hundred Sixty-One dollars ($399,161.00) to complete Phase I services rendered under this Contract. Payment shall be made on a "time and materials" basis. Payment as identified in this section shall be full compensation for all work performed or services rendered, and for all labor, materials, supplies, equipment, and incidentals necessary to complete the work specified in Exhibit A, Scope of Work and Exhibit B, Fee Proposal.

b) Progress payments for the Basic Services in Phase I shall total the following percentages of the total Basic Compensation payable of $399,161.00

Schematic Design Phase:	Thirteen	percent	(13%)
Design Development Phase:	Twenty	percent	(20%)
Construction Documents Phase:	Thirty-Six	percent	(36%)
Bidding and Negotiation Phase:	Two	percent	(2%)
Construction & Closeout Phase:	Twenty-Nine	percent	(29%)
Total Basic Compensation:	One Hundred	percent	(100%)

c) Invoices not in dispute by the City will be paid net thirty (30) days and shall reference the contract number and/or purchase order applicable to the work. The invoice shall provide sufficient detail on the work being billed (including hours, rate, task, etc.) and include detailed receipts for any invoices.

d) Partial payments to cover the percentage of work completed may be requested by the Consultant. These payments shall not be more than one (1) per month.

e) Pre-approved travel, meals and lodging will be reimbursed at cost and only when consultant travels at least 150 miles per one way trip. Reimbursable expenses are limited to the following: coach airfare, ground transportation (taxi, shuttle, car rental), hotel accommodations at the government rate, personal or company vehicle use at the then-current federal mileage rate, and meals at the current federal per-diem meal allowance.

f) Reimbursement for extra services/reimbursable expenses are not authorized under this Contract unless detailed in the Scope of Work or agreed upon in writing as a modification to this Contract.

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g) The Consultant will allow access to the City, the State of Washington, the Federal Grantor Agency, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records which are directly pertinent to the specific contract for the purpose of making audit, examination, excerpts, and transcriptions. Unless otherwise provided, said records must be retained for three years from the date of receipt of final payment. If any litigation, claim, or audit arising out of, in connection with, or relating to this contract is initiated before the expiration of the three-year period, the records shall be retained until such litigation, claim, or audit involving the records is completed.

5) INDEPENDENT CONTRACTOR

a) The Consultant, and any and all employees of the Consultant or other persons engaged in the performance of any work or services required of the Consultant under this Contract, are independent contractors and shall not be considered employees of the City. Any and all claims that arise at any time under any Workers' 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 engaged in any of the work or services required to be provided herein, shall be the sole obligation and responsibility of the Consultant.

6) OWNERSHIP OF DOCUMENTS

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

7) TERMINATION

a) This Contract may be terminated by either party upon thirty (30) days' written notice. In the event this contract is terminated by the Consultant, the City shall be entitled to reimbursement of costs occasioned by such termination by the Consultant. In the event the City terminates this Contract, the City shall pay the Consultant for the work performed, which shall be an amount equal to the percentage of completion of the work as mutually agreed between the City and the Consultant.

b) If any work covered by this Contract shall be suspended or abandoned by the City before the Consultant has completed the assigned work, the Consultant shall be paid an amount equal to the costs incurred up to the date of termination or suspension as mutually agreed upon between the City and the Consultant.

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8) DISPUTE RESOLUTION

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

b) All disputes between the City and the Consultant not resolved by negotiation between the parties may be arbitrated only by mutual agreement of the City and the Consultant. If not mutually agreed to resolve the claim by arbitration, the claim will be resolved by legal action.

9) DEBARMENT CERTIFICATION

a) The Consultant certifies that neither the Consultant nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in this contract by any federal or state department or agency. Further, the Consultant agrees not to enter into any arrangements or contracts related to completion of the work contemplated under this Contract with any party that is on the "General Service Administration List of Parties Excluded from Federal Procurement or Non-procurement Programs" which can be found at:
www.sam.gov and
http://www.lni.wa.gov/TradesLicensing/PrevWage/AwardingAgencies/default.asp

10) VENUE, APPLICABLE LAW AND PERSONAL JURISDICTION

a) In the event that either party deems it necessary to initiate a legal action to enforce any right or obligation under this Contract, the parties agree that any such action shall be initiated in the Superior Court of the State of Washington situated in Benton County. The parties agree that all questions shall be resolved by application of Washington law, and that the parties to such action shall have the right of appeal from such decision of the Superior Court in accordance with the laws of the State of Washington. The Consultant hereby consents to the personal jurisdiction of the Superior Court of the State of Washington situated in Benton County.

11) ATTORNEY'S FEES

a) The parties agree that should legal action be necessary to enforce any of the provisions of this Contract, that the prevailing party will be awarded its reasonable attorney's fees and costs in action, including costs and attorney's fees on appeal if appeal is taken.

12) INSURANCE

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

a) No Limitation. Consultant's maintenance of insurance as required by this Contract shall not be construed to limit the liability of the Consultant to the coverage provided by such insurance, or otherwise limit the City's recourse to any remedy available at law or in equity.

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b) Minimum Scope of Insurance. Consultant shall obtain insurance of the types described below:

1. Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage.

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

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

4. Professional Liability insurance appropriate to the Consultant's profession.

c) Minimum Amounts of Insurance. Consultant shall maintain the following insurance limits:

1. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of $1,000,000 per accident.

2. Commercial General Liability insurance shall be written with limits no less than $1,000,000 each occurrence, $2,000,000 general aggregate.

3. Professional Liability insurance shall be written with limits no less than $1,000,000 per claim and $1,000,000 policy aggregate limit.

d) Other Insurance Provisions. The Consultant's insurance coverage shall be primary insurance with respect to the City. Any insurance, self-insurance, or insurance pool coverage maintained by the City shall be excess of the Consultant's insurance and shall not contribute with it.

e) Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. best rating of not less than A:VII.

f) Verification of Coverage. Consultant shall furnish the City with original certificates and a copy of the amendatory endorsements evidencing the insurance requirements of the Consultant before commencement of the work, including, but not limited to, the additional insured endorsement.

g) Notice of Cancellation. The Consultant shall provide the City with written notice of any policy cancellation within two (2) business days of Consultant's receipt of such notice.

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h) Failure to Maintain Insurance. Failure on the part of the Consultant to maintain the insurance as required shall constitute a material breach of contract, upon which the City may, after giving five (5) business days' notice to the Consultant to correct the breach, immediately terminate the contract or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to the City on demand, or at the sole discretion of the City, offset against funds due the Consultant from the City.

13) INDEMNIFICATION / HOLD HARMLESS

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

b) Should a court of competent jurisdiction determine that this Contract is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Consultant and the City, its officers, officials, employees, and volunteers, the Consultant's liability, including the duty and cost to defend, shall be only to the extent of the Consultant's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the Consultant's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Contract.

14) STANDARD OF CARE

a) The professional services will be furnished in accordance with the care and skill ordinarily used by members of the same profession practicing under similar conditions at the same time and in the same locality.

15) SUCCESSORS OR ASSIGNS

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

16) EQUAL OPPORTUNITY CONTRACT

a) The Consultant agrees that s/he will not discriminate against any employee or job applicants for work under this Contract for reasons of race, sex, nationality, religious creed, or sexual orientation.

17) PARTIAL INVALIDITY

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

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18) AMENDMENTS

a) All amendments must be in writing and be approved and signed by both parties.

19) CHANGE IN LAW

a) The parties hereto agree that in the event legislation is enacted or regulations are promulgated, or a decision of court is rendered, or any interpretive policy or opinion of any governmental agency charged with the enforcement of any such law or regulation is published that affects or may affect the legality of this Contract or any part thereof or that materially and adversely affects the ability of either party to perform its obligations or receive the benefits intended hereunder ("Adverse Change in Law"), then within fourteen (14) days following written notice by either party to the other party of such adverse change in law, the parties shall meet to negotiate in good faith an amendment which will carry out the original intention of the parties to the extent possible. If, despite good faith attempts, the parties cannot reach agreement upon an amendment within sixty (60) days after commencing negotiation, then this Contract may be terminated by either party as of the earlier of: (i) the effective date of the adverse change in law, or (ii) the expiration of a period of sixty (60) days following written notice of termination provided by one party to the other.

20) CONFIDENTIALITY

a) In the course of performing under this Contract, Consultant, including its employees, agents or representatives, may receive, be exposed to, or acquire confidential information. Confidential information may include, but is not limited to, patient information, contract terms, sensitive employee information, or proprietary data in any form, whether written, oral, or contained in any computer database or computer readable form. Consultant shall: i) not disclose confidential information except as permitted by this Contract; (ii) only permit use of such confidential information by employees, agents and representatives having a need to know in connection with performance under this Contract; and (iii) advise each of its employees, agents, and representatives of their obligations to keep such information confidential.

21) CHANGES OF WORK

a) When required to do so, and without any additional compensation, the Consultant shall make such changes and revisions in the completed work of this Contract as necessary to correct or revise any errors, omissions, or other deficiencies in the design, drawings, specifications, reports, and other similar documents which the Consultant is responsible for preparing or furnishing under this Contract.

b) Should the City find it desirable for its own purposes to have previously satisfactorily completed work or parts thereof changed or revised, the Consultant shall make such revisions as directed by the City. This work shall be considered as Extra Work and will be paid for as herein provided under Section 22, Extra Work.

22) EXTRA WORK

a) The City may desire to have the Consultant perform work or render additional services within the general scope of this Contract. Such work shall be considered as extra work and will be specified in a written supplement to this Contract which will set forth the nature of the

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scope, schedule for additional work, additional fees and the method of payment. Work under a supplemental Contract shall not proceed until authorized in writing by the City.

b) Work under Phase II and III of this contract will be specified in a written supplement to this Contract upon approval of funding.

23) PUBLIC DISCLOSURE

a) The parties to this Contract understand and acknowledge that the City is subject to the Public Records Act, RCW 42.56 et seq. If the City receives a public records request for this Contract and/or for documents and/or materials provided to the City under this Contract, generally such information will be a public record and must be disclosed to the public records requester. However, the City agrees to notify the Consultant if it receives such a public records request and the date the City plans to release the records. If the Consultant fails to obtain a protective order from the applicable court prior to the time the City releases the records to the public records requester, the Consultant shall be deemed to have given the City full authority to release the records on the date specified, and the Consultant understands it has thereby given up all rights to challenge the disclosure in any forum.

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This Contract may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. This Contract may be delivered by facsimile or other electronic means and those signatures shall be treated as original signatures for all applicable purposes. The person signing this Contract for TCA Architecture Planning represents that he or she has full and proper authority to do so and to bind the party which they are representing. This Contract will become binding on the date of last execution hereon:

CITY OF KENNEWICK, WASHINGTON:

DocuSigned by:
Marie E. Mosley
219EC87...

Marie E. Mosley
City Manager

Date Signed: May 22, 2019 | 4:32 PM PDT

ATTEST:

DocuSigned by:
Terri L. Wright
2B3A557...

Terri L. Wright
City Clerk

Date Signed: May 22, 2019 | 4:33 PM PDT

APPROVED AS TO FORM:

DocuSigned by:
Lisa Beaton
...

Lisa Beaton
City Attorney

Date Signed: May 22, 2019 | 12:47 PM PDT

TCA ARCHITECTURE PLANNING:

DocuSigned by:
Brian Harris
...

Brian S. Harris, Principal

Date Signed: May 22, 2019 | 4:08 PM PDT

Brian Harris President
Printed Name & Title

6211 Roosevelt Way NE
Address

Seattle, WA 98115
City, State Zip

Phone: 206-522-3830

Email: brian@tca-inc.com

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Exhibit A

CITY OF KENNEWICK
Fire Stations 3, 6, & 1

TCA architecture • planning

General

It is the intent that the tasks identified below provide a holistic framework for the sequestional design of stations 3, 6, and 1. At each phase, TCA will work with the project team to align the overall project budget with the identified project scopes and adjust program and designs to meet this objective. Percentage of completion will be allocated by each project specific station budget.

TASK 1 Schematic Design - 13% of Basic Service Fee

Services in this phase include:

Services to prepare drawings and documents further developing the conceptual design, scale and relationship of project for approval by the City.

- Provide project administration (project management, meetings, consultant coordination, client
- Tour station 5 and discuss and determine additional lessons learned relative to systems, materials, etc. for incorporation into the future projects.
- From the conceptual plans for each project, develop updated faility concepts for updated estimating of all three projects. From this effort, develop schematic design drawings incorporating comments into developed floor plans, elevations, site plan, and electronic massing model. Submit design drawings to City for review and comment.
- Update furnishings and equipment lists with the City for incorporation into construction documents as Owner or Contractor supplied for estimating purposes.
- Adjust schematic design as required to meet City needs.
- Update and refine outline specifications describing general types of construction materials, HVAC systems and electrical requirements based on new product availability and current code requirements.
- Review and develop documents as required for a conditional use submittal.
- Further research of zoning ordinances and building code for project conformance.
- Obtain preliminary code review of project from the City.
- Comment on City provided cost estimate
- Present drawings to neighborhood (if required).
- Present 30% design documents, including specifications to the City for review and comment.
- Update project schedule.
- Obtain approval from the City to proceed to the next task.

TASK 2 Design Development - 20% of Basic Service Fee

Services in this phase include:

Services to prepare drawings, specifications and other documents to fix and describe the size and character of the entire project, including site and building systems, materials and elements.

- Provide project administration (project management, meetings, consultant coordination, client correspondence).
- Work with Civil Engineer, GeoTech, Traffic Engineer (if required), Surveyor, and Landscape Architect to prepare the Conditional Use Permit and site plan submission.
- Design development of site improvements and building as necessary to define the functional layout and meet the City design goals.

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- Develop 24 x 36 design drawings including plans, elevations, sections, wall sections, interior elevations, site plan, site utilities, grading plan, drainage plan, paving plan and landscape plans in conjunction with the other disciplines.
- Update specifications and expand detail.
- Review City provided Owner Contractor Agreement and General Conditions of the Contract.
- Comment on City provided cost estimate
- Submit 60% documents to the City for review and comment.
- Obtain approval from the City to proceed to next task.
- Update project schedule.
- Digital copy of final task deliverable shall be provided.

TASK 3 Construction Documents - 36% of Basic Service Fee

Services in this phase include:

Services to prepare drawings, specifications and other documents setting forth in detail the requirements for permit approval, bidding and construction of the project.

- Provide project administration (project management, meetings, consultant coordination, client correspondence).
- Finalize construction documents.
- Finalize technical specifications.
- Submit 95% documents to the City for review and comment.
- Coordinate construction documents and specifications with project team.
- Coordinate project team as necessary to obtain permit approvals.
- Comment on City provided cost estimate
- Preparation of Project Manual.
- Submit construction documents for permit.
- Respond as necessary to plan check comments.
- Update project schedule.
- Digital copy of final task deliverable shall be provided.

TASK 4 Bidding and Negotiation - 2% of Basic Service Fee

Services in this phase include:

Services to assist the City in issuing bid documents.

- Work with City coordinating the advertisement for bids.
- Coordinate reproduction and delivery of bid documents for bidding with print shop.
- Attend pre-bid conference (as required).
- Respond to and clarify bidder questions by addendum.
- Evaluate bids and recommend lowest responsible bidder to the City.

TASK 5 Construction Administration & Closeout - 29% of Basic Service Fee

Services in this phase include:

Services to administer the construction contract as set forth in the general conditions of the contract for construction.

- Participate in pre-construction meeting.
- Coordinate with the construction manager as needed via date and time certain remote call-in meetings.

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- Attendance at site meetings during construction as appropriate for the purpose of coordination and observing general conformance to the design intent.
- Process Supplementary Instructions, Proposal Requests, Change Orders, Change Directives and coordinate issue resolution during the construction phase.
- Respond to contractor questions during construction (Request for Information- RFIs).
- Coordinate consultants to address questions during construction.
- Review submittals and shop drawings.
- Review and process monthly certificates for payment in conjunction with the City's Construction Manager
- Provide pre-final inspection and punchlist.
- Facilitation of Operation and Maintenance Manuals, warranties and guarantees.
- Issue a Certificate of Substantial Completion.
- Provide Final Inspection (Base contract includes two reviews).
- Time of construction administration assumes from Notice to Proceed to 60 days past substantial completion. Work beyond this time period shall be billed as an additional service.

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Exhibit B

T C A

A/E FEES STATION 1, 3 & 6 4/25/2019	**STATION 3-New** 12,700 SF approx.	**STATION 6- New** 16,200 SF approx.	**STATION 1- New** 15,200 approx.
	3 bay base IT Recovery Rm- integrated in SF Lobby Alt- for antique site selected Construction start 2020	3 bay base 4 bay-Alt PW Alt-approx. 3,500 SF site selected Construction start 2021	3 bay base Admin- approx. 2,500SF Expanded fitness room Alt no site selected Construction start 2022
CA Duration to Final Completion- est	12 Mo	14 Mo	14 Mo

Note: All projects need budget reductions which may impact SF/Program

Consultants in Base Fee	Site Visits	Site Visits	Site Visits
Architect- TCA Architecture Planning	16	20	20
Structural	3	3	3
Mechanical	3	3	3
Electrical	3	3	3

FEE BASIS and BREAKDOWN		**Fee**		**Fee**		**Fee**
Design Process- Schematic-Contract closeout*- base station	$	294,016	$	321,680	$	294,016
With PW Addition Station 6	$	-	$	135,000	$	-
With Admin Addition	$	-	$	-	$	120,000
Total	$	294,016	$	456,680	$	414,016
Interior Design, Signage Design & Coordination	$	6,000	$	6,750	$	7,000
Civil Engineering- Harms	$	22,600	$	23,275	$	23,975
Civil Engineering-CUP- Harms	$	4,800	$	4,945	$	5,090
Landscape-AHBL	$	10,500	$	10,815	$	11,140
Landscape- CUP- AHBL	$	11,250	$	11,585	$	11,935
TCA-CUP	$	6,800	$	7,005	$	7,215
Data/Communications/Paging/Alert/ Engineering-Integrus	$	16,000	$	16,000	$	16,000
Budget Realignment Estimate at Station 3 SD phase	$	-	$	5,500	$	5,500
Traffic Engineering	$	-	$	-	$	-
TCA 10% Management fee of Consultants	$	7,195	$	7,363	$	7,536
Subtotal Fee	$	379,161	$	549,918	$	509,407
Printing/Advertising/Reimbursable Allowance	$	20,000	$	20,000	$	20,000
Postage						
Delivery						
Copies						
Travel						
Total Consultant Fee	**$**	**399,161**	**$**	**569,918**	**$**	**529,407**
Additional CA allowance if required	$	21,600	$	25,200	$	25,200

As-Builts by contractor
Assumes utilities available in street
Off-site improvements not included
Signal design not included
Estimating not included

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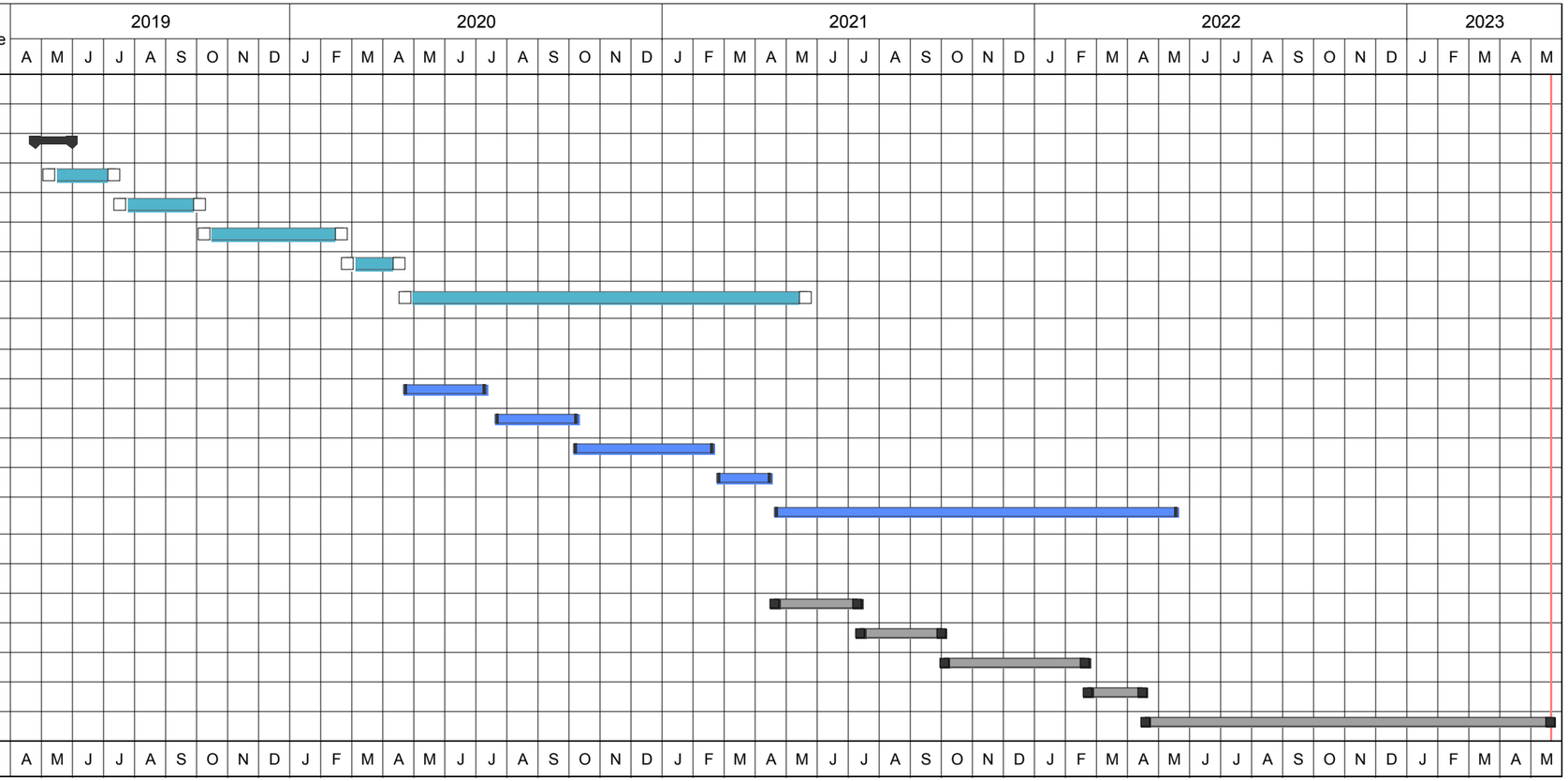
Exhibit C

Kennewick Project Schedule Station 3,6, & 1

TCA Draft
4/25/19

	Activity Name	Duration (Weeks)	Start Date	Finish Date
1				
2	**STATION 3**			
3	**Contracts & Kickoff...**	**5.60**	**4/24/19**	**5/31/19**
9	**Task 1: Schematic Design**	10.00	5/6/19	7/12/19
10	**Task 2: Design Development**	12.00	7/15/19	10/4/19
11	**Task 3: Construction Documents**	20.00	10/7/19	2/21/20
12	**Task 4: Bidding**	8.00	2/24/20	4/17/20
13	**Task 5: Construction & Closeout**	57.00	4/20/20	5/21/21
14				
15	**STATION 6**			
16	**Task 1: Schematic Design**	12.00	4/20/20	7/10/20
17	**Task 2: Design Development**	12.00	7/20/20	10/9/20
18	**Task 3: Construction Documents**	20.00	10/5/20	2/19/21
19	**Task 4: Bidding**	8.00	2/22/21	4/16/21
20	**Task 5: Construction & Closeout**	57.00	4/19/21	5/20/22
21				
22	**Station 1**			
23	**Task 1: Schematic Design**	12.00	4/19/21	7/9/21
24	**Task 2: Design Development**	12.00	7/12/21	10/1/21
25	**Task 3: Construction Documents**	20.00	10/4/21	2/18/22
26	**Task 4: Bidding**	8.00	2/21/22	4/15/22
27	**Task 5: Construction & Closeout**	57.00	4/18/22	5/19/23



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CITY OF KENNEWICK
AGREEMENT WITH TCA Architecture Planning, Inc.
CONTRACT No. 19-002

MODIFICATION # 1

I. RECITALS

This is a modification to the professional services agreement related to providing Fire Station design for construction services for Phase I – Fire Station No. 3 project between the contracting parties, the City of Kennewick, Washington (hereinafter "City") and TCA Architecture Planning (hereinafter the "Consultant")

There is now in full force and effect between the parties an Agreement, City Contract #19-002 executed by the City on May 22, 2019.

The parties to this contract desire to modify said Agreement as follows;

II. AGREEMENTS

1. Additional service fee to provide road design engineering, specifications and construction plans for up to 307 ft. of Roosevelt Street along the southwest frontage of Fire Station 3 - 6941 W. Grandridge Blvd. ($9,885.00).

   Design to incorporate the Port of Kennewick's new road design standards and details for the Urban Mixed Use (UMU) zoning.
   Plans include:
   - Streets with curb, gutter, sidewalk and tree wells;
   - Intersection with W Grandridge Blvd;
   - Driveway for Fire Station 3;
   - Storm drain collection, conveyance, storage and infiltration systems;
   - Existing water and sewer mains with new services for Fire Station 3;
   - Utility coordination (gas, power, cable and phone);
   - Fire hydrant(s)
   - Street signs;
   - Pavement markings; and
   - Street lighting

2. Additional service fee to provide programming and conceptual layout development for Fire Station 6 ($11,765.00).

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Scope of services include:

- Conduct a site visit to assess and document existing conditions;
- Coordinate with Client, Design Team, City, Geotech, Surveyor, utilities and others as necessary for planning and schematic design;
- Coordinate and attend a Pre-Application meeting with the City;
- Develop a preliminary site plan meeting the requirements of the City CUP Site Plan requirements;
- Assist Architect and City Fire Department with preparation of the Conditional Use Permit (CUP) Application Package and SEPA checklist;
- Compile and submit a CUP application with required documents (Site Plan, Landscape Plan, Building Elevations, Topography Drawing and SEPA Checklist). Landscape Plan and Building Elevations to be provided by others;
- Revise and resubmit a preliminary site plan based on review comments from the City.

3. Contract price increase for items 1-2 above is $21,650.00 for a new contract total of $420,811.00.

4. Contract period shall remain the same.

5. It is understood and agreed that all other terms and conditions of the Agreement shall be and remain the same.

III. SIGNATURES

This Modification may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. This Modification may be delivered by facsimile or other electronic means and those signatures shall be treated as original signatures for all applicable purposes. The person signing this Modification for TCA Architecture Planning, Inc. represents that he or she has full and proper authority to do so and to bind the party which they are representing. This Modification will become binding on the date of last execution hereon:

CITY:

DocuSigned by:
By: Marie E. Mosley
Marie E. Mosley, City Manager

Date: Oct 21, 2019 | 5:00 PM PDT

TCA Architecture Planning

DocuSigned by:
By: Brian Harris
Brian J. Harris, Principal

President
Title

Oct 21, 2019 | 10:06 AM PDT
Date:

Council Agenda Coversheet

Agenda Item Number	3.i.	Council Date	03/02/2021
Agenda Item Type	Contract/Agreement/Lease		
Subject	Fire Station 1 and Administration Building		
Ordinance/Reso #		Contract #	19-020
Project #		Permit #	
Department	Fire Department		

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

Recommendation

Staff recommends that Council authorize the City Manager to sign Contract 19-020 Modification #3 for Fire Station 1 & Admin Building planning and construction services with Alliance Management & Construction Services in the amount of $165,335.00.

Motion for Consideration

I move to authorize the City Manager to sign Contract 19-020 Modification #3 for Fire Station 1 & Administration Building planning and construction services with Alliance Management & Construction Services in the amount of $165,335.00.

Summary

The City's Capital Improvement Plan (CIP) includes the replacement of 3 Fire Stations, Phase I - Station 3 (in progress), Phase II - Station 6, and Phase III - Station 1 including administrative space. The current priority and functional requirements of the Department places Station 1 as a greater need and will now be Phase II. The 2021/22 budget includes the design and construction of Fire Station 1 and Administration Building.

Council approved in May of 2019 Contract 19-020 for Station 3/Phase I. This contract also anticipated the project management for Stations 1 & 6. Modification #1 to this contract was needed to incorporate the costs of geotechnical services, surveying, utility locating and Title report. Modification #2 was for cost estimating services at Station 3.

This Modification #3 to the contract is for the planning and construction management services for Station 1 and Administrative Building through construction in the amount of $165,335.00 under the same terms as the original contract.

Contract 19-020 - $165.335.00
Modification #1 - $ 8,493.00
Modification #2 - $ 19,098.00
Modification #3 - $165,335.00 // TOTAL $358,261.00

Planning & construction services costs are currently intended to be financed along with station construction costs. City Council will be considering a separate bond ordinance for project financing at a future date.

Alternatives

None Recommended

Fiscal Impact

$165,335 - 300.076.594.22.62.03 Capital Improvement Fund

Through	John Noble Feb 24, 10:47:07 GMT-0800 2021
Dept Head Approval	Chad Michael Feb 24, 10:49:16 GMT-0800 2021
City Mgr Approval	Marie Mosley Feb 26, 13:09:12 GMT-0800 2021

Attachments: Agreement

☐ **Recording Required?**

CITY OF KENNEWICK
AGREEMENT WITH Alliance Management &
Construction Solutions, Inc.
CONTRACT No. 19-020

MODIFICATION # 3

I. RECITALS

This is a modification to the professional services agreement related to providing Fire Station construction management services for the Phase I – Fire Station No. 3 project between the contracting parties, the City of Kennewick, Washington (hereinafter "City") and Alliance Management & Construction Solutions (hereinafter the "Consultant")

There is now in full force and effect between the parties an Agreement, City Contract #19-020 executed by the City on May 29, 2019, Modification 1 executed by the parties on July 31, 2019, and Modification #2 executed by the parties on October 21, 2019.

The parties to this contract desire to modify said Agreement as follows;

II. AGREEMENTS

1. Additional service fee to provide construction management services as identified in the contract for Fire Station 1 and Administration Building.

2. Contract price increase for item 1 is $165,335.00 for a new contract total of $358,261.00.

3. Contract period shall be extended to June 30, 2023.

4. It is understood and agreed that all other terms and conditions of the Agreement shall be and remain the same.

Signature page follows

III. SIGNATURES

This Modification may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. This Modification may be delivered by facsimile or other electronic means and those signatures shall be treated as original signatures for all applicable purposes. The person signing this Modification for Alliance Management & Construction Solutions, Inc. represents that he or she has full and proper authority to do so and to bind the party which they are representing. This Modification will become binding on the date of last execution hereon:

CITY:	**Alliance Management & Construction Solutions, Inc.**
By:_____	By:_____
Marie E. Mosley	Signature
Date:_____	_____
	Title
	Date:_____

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Contract No._19-020

CONTRACT BETWEEN CITY AND CONSULTANT
FIRE STATION CONSTRUCTION MANAGEMENT SERVICES

THIS CONTRACT, is made between the City of Kennewick, PO Box 6108, 210 W. 6th Ave., Kennewick, Washington, (hereinafter referred to as the "City"), and Alliance Management & Construction Solutions, Inc., 6855 W. Clearwater Ave, Suite A101#161, Kennewick, Washington (hereinafter referred to as the "Consultant").

WITNESSETH:

1) SCOPE OF WORK AND CONTRACT CONTENTS

a) The Consultant shall furnish all services, labor and related equipment necessary to conduct and complete the work for Phase I. All management plans must ensure that the project intent is met within budget and on time. Consultant performs the management of projects by working to develop a keen understanding of the owner's goals and desires and communicating these ideas to the entire project team. This inclusion is done by providing the leadership to develop and implement a project plan that encourages commitment from participants and holds the entire group accountable. Consultant will provide the oversight to the Fire Station Construction Project by developing a written plan that coordinates the City of Kennewick's goals and needs for the fire stations (as outlined in City Kennewick RFP 19-007). Consultant will assess the project scope to mitigate risk and will monitor the team's performance. Consultant will provide scope management, quality control, schedule and project costs from pre-construction through owner occupancy. Consultant will supply consistent up to date reports to the owner and serve as the primary conduit of project information. Consultant will also provide review of contracts, document control, coordination and control of project activities, negotiation of contract items and the preparation of budgets. Estimates and timelines will be performed by both of Consultant's two Principals, Doug Carl and Earl Eastman. The Consultant shall provide construction management services during the planning, design and construction of up to three Fire Stations as provided in RFP19-007 and Exhibit A:

Phase I – Fire Station No. 3 - $165,335.00 – This Contract
Phase II – Fire Station No. 6 - $165,335.00 – Future work
Phase III – Fire Station No.1 - $165,335.00 – Future work

b) This Contract consists of this Contract, and other documents listed below issued prior to the execution of this contract and all modifications and change orders issued subsequent thereto. These form the entire Contract and all are as fully a part of the Contract as if

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attached to this Contract or repeated herein. In the event of a conflict between documents the order of precedence will be the order listed below. An enumeration of the Contract documents is set forth below:

(i) This Contract No. 19-020 between the City and Consultant
(ii) City of Kennewick RFP 19-007
(iii) Exhibit A: RFP 19-007 proposal response submitted by Alliance Management & Construction Solutions dated April 4, 2019
(iv) Exhibit B: Fee breakdown submitted by Alliance Management & Construction Solutions dated May 1, 2019

2) GENERAL REQUIREMENTS

a) The Consultant shall attend status, progress, and coordination meetings with the designated City of Kennewick representatives, or such federal, community, state, city or county officials, groups or individuals as may be requested by the City. If additional meetings are requested, the City will provide the Consultant sufficient notice prior to those meetings requiring Consultant participation.

b) The Consultant shall prepare a monthly progress report if requested, in a form approved by the City, that will outline in written and/or graphical form the various phases and the order of performance of the work in sufficient details so that the progress of the work can easily be evaluated.

3) TIME FOR BEGINNING AND COMPLETION

The Consultant shall not begin any work under the terms of this Contract until authorized in writing by the City. Consultant agrees to use best efforts to complete all work described for Phase I under this Contract for the construction of the first fire station by June 1, 2021.

4) PAYMENT

a) The City shall pay the Consultant an amount not to exceed One Hundred Sixty-Five Thousand, Three Hundred Thirty-Five dollars ($165,335.00) to complete Phase I services rendered under this Contract. Payment as identified in this section shall be full compensation for all work performed or services rendered, and for all labor, materials, supplies, equipment, and incidentals necessary to complete the work specified in Exhibit A, Scope of Work and Exhibit B: Fee breakdown.

b) Progress payments for the Basic Services in Phase I shall total the following percentages of the total Basic Compensation payable of $165,335.00

Preconstruction & Design Phase:	Forty	percent	(40%)
Construction Phase:	Fifty-One	percent	(51%)
Closeout Phase:	Nine	percent	(9%)
Total Basic Compensation:	One Hundred	percent	(100%)

c) Invoices not in dispute by the City will be paid net thirty (30) days and shall reference the contract number and/or purchase order applicable to the work. The invoice shall provide sufficient detail on the work being billed (including hours, rate, task, etc.) and include detailed receipts for any invoices.

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d) Partial payments to cover the percentage of work completed may be requested by the Consultant. These payments shall not be more than one (1) per month.

e) Pre-approved travel, meals and lodging will be reimbursed at cost and only when consultant travels at least 150 miles per one way trip. Reimbursable expenses are limited to the following: coach airfare, ground transportation (taxi, shuttle, car rental), hotel accommodations at the government rate, personal or company vehicle use at the then-current federal mileage rate, and meals at the current federal per-diem meal allowance.

f) Reimbursement for extra services/reimbursable expenses are not authorized under this Contract unless detailed in the Scope of Work or agreed upon in writing as a modification to this Contract.

g) The Consultant will allow access to the City, the State of Washington, the Federal Grantor Agency, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records which are directly pertinent to the specific contract for the purpose of making audit, examination, excerpts, and transcriptions. Unless otherwise provided, said records must be retained for three years from the date of receipt of final payment. If any litigation, claim, or audit arising out of, in connection with, or relating to this contract is initiated before the expiration of the three-year period, the records shall be retained until such litigation, claim, or audit involving the records is completed.

5) INDEPENDENT CONTRACTOR

a) The Consultant, and any and all employees of the Consultant or other persons engaged in the performance of any work or services required of the Consultant under this Contract, are independent contractors and shall not be considered employees of the City. Any and all claims that arise at any time under any Workers' 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 engaged in any of the work or services required to be provided herein, shall be the sole obligation and responsibility of the Consultant.

6) OWNERSHIP OF DOCUMENTS

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

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7) TERMINATION

a) This Contract may be terminated by either party upon thirty (30) days' written notice. In the event this contract is terminated by the Consultant, the City shall be entitled to reimbursement of costs occasioned by such termination by the Consultant. In the event the City terminates this Contract, the City shall pay the Consultant for the work performed, which shall be an amount equal to the percentage of completion of the work as mutually agreed between the City and the Consultant.

b) If any work covered by this Contract shall be suspended or abandoned by the City before the Consultant has completed the assigned work, the Consultant shall be paid an amount equal to the costs incurred up to the date of termination or suspension as mutually agreed upon between the City and the Consultant.

8) DISPUTE RESOLUTION

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

b) All disputes between the City and the Consultant not resolved by negotiation between the parties may be arbitrated only by mutual agreement of the City and the Consultant. If not mutually agreed to resolve the claim by arbitration, the claim will be resolved by legal action.

9) DEBARMENT CERTIFICATION

a) The Consultant certifies that neither the Consultant nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in this contract by any federal or state department or agency. Further, the Consultant agrees not to enter into any arrangements or contracts related to completion of the work contemplated under this Contract with any party that is on the "General Service Administration List of Parties Excluded from Federal Procurement or Non-procurement Programs" which can be found at:
www.sam.gov and
http://www.lni.wa.gov/TradesLicensing/PrevWage/AwardingAgencies/default.asp

10) VENUE, APPLICABLE LAW AND PERSONAL JURISDICTION

a) In the event that either party deems it necessary to initiate a legal action to enforce any right or obligation under this Contract, the parties agree that any such action shall be initiated in the Superior Court of the State of Washington situated in Benton County. The parties agree that all questions shall be resolved by application of Washington law, and that the parties to such action shall have the right of appeal from such decision of the Superior Court in accordance with the laws of the State of Washington. The Consultant hereby consents to the personal jurisdiction of the Superior Court of the State of Washington situated in Benton County.

11) ATTORNEY'S FEES

a) The parties agree that should legal action be necessary to enforce any of the provisions of this Contract, that the prevailing party will be awarded its reasonable attorney's fees and costs in action, including costs and attorney's fees on appeal if appeal is taken.

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12) INSURANCE

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

a) No Limitation. Consultant's maintenance of insurance as required by this Contract shall not be construed to limit the liability of the Consultant to the coverage provided by such insurance, or otherwise limit the City's recourse to any remedy available at law or in equity.

b) Minimum Scope of Insurance. Consultant shall obtain insurance of the types described below:

1. Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage.

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

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

4. Professional Liability insurance appropriate to the Consultant's profession.

c) Minimum Amounts of Insurance. Consultant shall maintain the following insurance limits:

1. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of $1,000,000 per accident.

2. Commercial General Liability insurance shall be written with limits no less than $1,000,000 each occurrence, $2,000,000 general aggregate.

3. Professional Liability insurance shall be written with limits no less than $1,000,000 per claim and $1,000,000 policy aggregate limit.

d) Other Insurance Provisions. The Consultant's insurance coverage shall be primary insurance with respect to the City. Any insurance, self-insurance, or insurance pool coverage maintained by the City shall be excess of the Consultant's insurance and shall not contribute with it.

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e) Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. best rating of not less than A:VII.

f) Verification of Coverage. Consultant shall furnish the City with original certificates and a copy of the amendatory endorsements evidencing the insurance requirements of the Consultant before commencement of the work, including, but not limited to, the additional insured endorsement.

g) Notice of Cancellation. The Consultant shall provide the City with written notice of any policy cancellation within two (2) business days of Consultant's receipt of such notice.

h) Failure to Maintain Insurance. Failure on the part of the Consultant to maintain the insurance as required shall constitute a material breach of contract, upon which the City may, after giving five (5) business days' notice to the Consultant to correct the breach, immediately terminate the contract or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to the City on demand, or at the sole discretion of the City, offset against funds due the Consultant from the City.

13) INDEMNIFICATION / HOLD HARMLESS

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

b) Should a court of competent jurisdiction determine that this Contract is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Consultant and the City, its officers, officials, employees, and volunteers, the Consultant's liability, including the duty and cost to defend, shall be only to the extent of the Consultant's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the Consultant's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Contract.

14) STANDARD OF CARE

a) The professional services will be furnished in accordance with the care and skill ordinarily used by members of the same profession practicing under similar conditions at the same time and in the same locality.

15) SUCCESSORS OR ASSIGNS

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

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16) EQUAL OPPORTUNITY CONTRACT

a) The Consultant agrees that s/he will not discriminate against any employee or job applicants for work under this Contract for reasons of race, sex, nationality, religious creed, or sexual orientation.

17) PARTIAL INVALIDITY

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

18) AMENDMENTS

a) All amendments must be in writing and be approved and signed by both parties.

19) CHANGE IN LAW

a) The parties hereto agree that in the event legislation is enacted or regulations are promulgated, or a decision of court is rendered, or any interpretive policy or opinion of any governmental agency charged with the enforcement of any such law or regulation is published that affects or may affect the legality of this Contract or any part thereof or that materially and adversely affects the ability of either party to perform its obligations or receive the benefits intended hereunder ("Adverse Change in Law"), then within fourteen (14) days following written notice by either party to the other party of such adverse change in law, the parties shall meet to negotiate in good faith an amendment which will carry out the original intention of the parties to the extent possible. If, despite good faith attempts, the parties cannot reach agreement upon an amendment within sixty (60) days after commencing negotiation, then this Contract may be terminated by either party as of the earlier of: (i) the effective date of the adverse change in law, or (ii) the expiration of a period of sixty (60) days following written notice of termination provided by one party to the other.

20) CONFIDENTIALITY

a) In the course of performing under this Contract, Consultant, including its employees, agents or representatives, may receive, be exposed to, or acquire confidential information. Confidential information may include, but is not limited to, patient information, contract terms, sensitive employee information, or proprietary data in any form, whether written, oral, or contained in any computer database or computer readable form. Consultant shall: i) not disclose confidential information except as permitted by this Contract; (ii) only permit use of such confidential information by employees, agents and representatives having a need to know in connection with performance under this Contract; and (iii) advise each of its employees, agents, and representatives of their obligations to keep such information confidential.

21) CHANGES OF WORK

a) When required to do so, and without any additional compensation, the Consultant shall make such changes and revisions in the completed work of this Contract as necessary to correct or revise any errors, omissions, or other deficiencies in the design, drawings, specifications, reports, and other similar documents which the Consultant is responsible for preparing or furnishing under this Contract.

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b) Should the City find it desirable for its own purposes to have previously satisfactorily completed work or parts thereof changed or revised, the Consultant shall make such revisions as directed by the City. This work shall be considered as Extra Work and will be paid for as herein provided under Section 22, Extra Work.

22) EXTRA WORK

a) The City may desire to have the Consultant perform work or render additional services within the general scope of this Contract. Such work shall be considered as extra work and will be specified in a written supplement to this Contract which will set forth the nature of the scope, schedule for additional work, additional fees and the method of payment. Work under a supplemental Contract shall not proceed until authorized in writing by the City.

b) Work under Phase II and III of this contract will be specified in a written supplement to this Contract upon approval of funding.

23) PUBLIC DISCLOSURE

a) The parties to this Contract understand and acknowledge that the City is subject to the Public Records Act, RCW 42.56 et seq. If the City receives a public records request for this Contract and/or for documents and/or materials provided to the City under this Contract, generally such information will be a public record and must be disclosed to the public records requester. However, the City agrees to notify the Consultant if it receives such a public records request and the date the City plans to release the records. If the Consultant fails to obtain a protective order from the applicable court prior to the time the City releases the records to the public records requester, the Consultant shall be deemed to have given the City full authority to release the records on the date specified, and the Consultant understands it has thereby given up all rights to challenge the disclosure in any forum.

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This Contract may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. This Contract may be delivered by facsimile or other electronic means and those signatures shall be treated as original signatures for all applicable purposes. The person signing this Contract for Alliance Management & Construction Solutions represents that he or she has full and proper authority to do so and to bind the party which they are representing. This Contract will become binding on the date of last execution hereon:

CITY OF KENNEWICK, WASHINGTON:

DocuSigned by:
Marie E. Mosley
Marie E. Mosley
City Manager

Date Signed: May 29, 2019 | 8:59 AM PDT

ATTEST:

DocuSigned by:
Terri L. Wright
Terri L. Wright
City Clerk

Date Signed: May 29, 2019 | 9:01 AM PDT

APPROVED AS TO FORM:

DocuSigned by:
Lisa Beaton
Lisa Beaton
City Attorney

Date Signed: May 22, 2019 | 1:10 PM PDT

ALLIANCE MANAGEMENT & CONSTRUCTION SOLUTIONS:

DocuSigned by:
Doug Carl
Signature, Principal

Date Signed: May 28, 2019 | 9:29 PM PDT

Doug Carl Owner
Printed Name & Title

6855 W. Clearwater Ave., Suite A101 #161
Address

Kennewick, WA 99336
City, State Zip

Phone: 509-430-8295

Email: doug@alliancemcs.com

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REQUEST FOR PROPOSAL – 19-007
CITY OF KENNEWICK
FIRE STATION CONSTRUCTION
MANAGEMENT SERVICES

Proposals due Thursday April 4th, 2019 2:00PM

BACKGROUND AND SCOPE

The City of Kennewick, Washington ("City") is requesting proposals from qualified firms to provide Construction Management Services ("CMS") for the planning, design, and construction of up to three new fire stations ("Projects"). It is anticipated that the projects will consist of replacing two aged fire stations and constructing one additional new Fire Station No. 6 within the Southridge development area. The CMS will act as an agent and advocate for the City to provide construction management assistance during the planning, design, and construction phase of these projects.

The City has programed in 23 million dollars of council manic bonds to fund fire station projects within the March 2019 through December 2023 timeframe. It is anticipated that TCA Architecture / Planning, Seattle, Washington will provide architectural services for the projects. Currently, the adopted budget includes phase I, the replacement of Fire Station No.3.

The selected firm shall employ at its expense professionals who are properly trained and practiced in all aspects of project management. The Contract for this work will include duties during the planning, design and construction phases of each project that will include but are not limited to the following:

1. **Planning and Design Phase -** Coordinate with and make recommendations to the City's Fire Department and A/E Design Consultant in regards to budget, design and construction feasibility.

a. Maintain accountability of consultants and ensure project milestones are met and report to the City project team at scheduled meetings.
b. Review all documents for completeness and clarity as they are developed and making recommendations with respect to construction feasibility, availability of material and labor, time requirements for procurement and construction, and projected costs.
c. Make recommendations to the City and the A/E Design Consultant regarding the division of work in the plans and specifications to facilitate the bidding and awarding of contracts.

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d. Provide updates to cost estimates for all project costs based on the City's program, the current design, and other available information. Immediately advise the City if the construction costs estimates exceed the latest approved budget. The CMS will use value-engineering principles to make recommendations for corrective measures to the project scope and design.
e. Coordinate with the A/E Design team and the City during the bidding process of each portion of the Project.
f. Conduct pre-bid meetings, answer bidder questions and concerns, be familiar with bid documents, and compile lists of items and questions to be forwarded to the City in order to issue a written addendum, with assistance from the A/E Design Consultant.
g. Assist the City and A/E Design Consultant in evaluating bids for and recommend a bid award to the City.
h. Assist the City in the selection of consultants for geological testing, surveying, construction testing and other special consultants. The CMS will coordinate the work of these special consultants.

2. Construction Phase – Act as the City's agent in administering the construction contracts and advising on all construction matters for each project:

a. Coordinate administration of the contracts for construction in coordination with the A/E Design team and City.
b. Assist in conducting pre-construction meetings.
c. Establish procedures for coordinating among the City, A/E Design Consultant, contractors and CMS with respect to all aspects of the Project and make daily progress reports.
d. Observe the work, up to daily when required, as it is being performed for conformance with drawings and specifications and participating in weekly job meetings to ensure orderly progress of the work, including, recommending various courses of action when construction contractors are not performing work in accordance with contract documents. The CMS in consultation with the City and A/E Design team may reject work that does not conform to the requirements of the contract documents.
e. Report on potential schedule and budget variances and impacts. Recommend potential solutions.
f. Meet with the City as required.
g. Evaluate and make recommendations on contractor's payment applications and change requests.
h. Assist the Architect and the City in preparing and negotiating requested project changes.
i. Evaluate and track requests for information and responses. Advise the City as to the status and criticality of the RFI's, including changes to scope of work.
j. Monitor and report the progress of contractor's submittals and architects review to ensure timely submittal and approval relative to the construction schedule.
k. Track and report on construction costs and maintain a detailed construction cost records to ensure projects are delivered on time and within budget.
l. Work with the City's Fire Department and the General Contractor to ensure all project safety measures are following rules and regulations.
m. Review the contractor's final testing and start up utilities, operational systems and equipment, record drawings, manuals and coordinate the training of City personnel.
n. Assist the A/E Design team in determining when each contractor's work or a designated portion of that work is substantially complete, review of punch list and ensuring it's completion by the General contractor.

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o. Coordinate and resolve all warranty complaints to the satisfaction of the City during the general warranty period or any longer special warranty period, as well as conduct a post-occupancy walkthrough with the City no later than three (3) months after the date of substantial completion.

SUBMITTAL REQUIREMENTS

1. General Requirements

Proposals are due on or before **Thursday April 4th, 2019 2:00PM**.

Questions and inquiries shall be submitted in writing via email to Tim Corrigan at tim.corrigan@ci.kennewick.wa.us. All questions should be submitted four (4) days prior to deadline for submittal. The City may not answer, at it's sole discretion, questions submitted later.

Proposals must be submitted electronically in pdf format (no facsimile) as follows:
Email to: Tim Corrigan, tim.corrigan@ci.kennewick.wa.us
Hand delivery, courier or mail: Purchasing Division, Tim Corrigan
RFP19-007
414 E 10th Avenue,
Kennewick, WA 99336

Only qualifications and proposals received by the deadline will be reviewed by the City, and selected firms may be invited to meet with selected city officials to discuss their proposal.

The City assumes no responsibility for delays caused by any delivery method or service.

All submittals and any accompanying documentation become the property of the City, become public information upon receipt and will not be returned.

All proposals received shall remain confidential until, 1) a contract, if any, resulting from this RFP is signed by the City and a Consultant; or 2) a decision of no award is made, thereafter the proposal shall be deemed public records as defined in RCW 42.56 et seq.

In the event a Consultant desires to claim that portions are exempt from disclosure under the provisions of RCW 42.56 et seq, it is incumbent upon the Consultant to identify those portions in the Consultants proposal transmittal letter. The transmittal letter must identify the page and the particular exception(s) from disclosure upon which it is making its claim. Each page claimed to be exempt from disclosure must be clearly identified by the word "confidential" printed on the lower right hand corner of the page. The City will consider a Consultant's request(s) for exemption from disclosure; however, the City will make an independent decision predicated upon applicable laws. An assertion by a Consultant that an entire volume of its proposal is exempt from disclosure may not be honored.

If the City receives a public records request related to this RFP and/or for documents and/or materials provided to the City as a result of this RFP, generally such information will be a public record and must be disclosed to the public records requester. However, the City agrees to notify

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the Consultant if it receives such a public records request and the date the City plans to release the records. If the Consultant fails to obtain a protective order from the applicable court prior to the time the City releases the records to the public records requester, the Consultant shall be deemed to have given the City full authority to release the records on the date specified, and the Consultant understands it has thereby waived all rights to challenge the disclosure in any forum.

The City shall consider only responsible Consultants. Responsible Consultants are those that have, in the sole judgment of the City, the financial ability, experience, resources, skills, capability, reliability and integrity necessary to perform the requirements of the contract. The City may also consider references, financial stability, and any other information available to the City. Firms with an owner convicted within the past ten years of a crime that impugns honesty or integrity, or with unsatisfied tax or judgment liens, are ineligible to participate and shall not submit.

The final selection, if any, will be that proposal which, in the opinion of the City after review of all submissions by an evaluation committee, best meets the requirements set forth in the RFP and is in the best interests of the city

The City reserves the right to make an award without further discussion of the proposal submitted. Therefore, the proposal should be submitted initially on the most favorable terms which the Consultant can propose.

The City shall not be liable for any cost to which a responding party may incur in connection with the preparation or presentation of its proposal.

All proposals received shall remain confidential until, 1) a contract, if any, resulting from this RFP is signed by the City and a Consultant; or 2) a decision of no award is made, thereafter the proposal shall be deemed public records as defined in RCW 42.56 et seq.

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Consultant is specifically notified that failure to comply with any part of the Request for Proposal may result in rejection of the proposal as non-responsive.

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Submission of proposals should be no longer than 25 pages excluding appendices on eight and one-half by eleven (8 ½ X 11) inch paper, separated into major sections.

2. Statement of Qualifications and Fee Proposal

Please provide a specific and precise proposal to include your qualifications and relevant experience in providing the scope of services requested. Your proposal should include/address the following:

a. Contact information;
b. Brief history and general overview of the company;
c. Relevant project experience and listing of at least three projects completed for a public agency (Include project name, location, brief description, year completed, project contacts (A/E Design Consultant, Public Entity, and General Contractor); and construction costs,);
d. Project Management Plan and Key Personnel.
    i. Provide a written description of the Company's management plan that defines the proposed management approach to the Project.
    ii. Provide resumes of the Company's key professional staff, including pre-construction and construction phase personnel, and descriptions of the roles and responsibilities those individuals would be responsible for on this Project.
    iii. Describe the company's approach to cost estimating, control, and value engineering capabilities, techniques and reporting methods throughout the project.
    iv. Describe the company's capabilities for reviewing documents for completeness, clarity and constructability.
    v. Describe the company's approach to coordination with the A/E Design Consultant team and General Contractor during the design and construction phases.
    vi. Describe the company's procedures for reviewing change orders, proposal requests and submittals from the A/E team and contractor.
    vii. Describe the company's approach to resolving project issues.
e. Proposed Compensation.
    i. Provide and justify a proposed fee schedule tied to each fire station (3 phases) and the related project milestones. Assume each station will be designed, bid and built separately over 48 months. It is intended that the resulting contract will be an hourly not to exceed type fee.
    ii. Identify all costs Consultant will charge for performing the tasks necessary to accomplish the objectives of this RFP. The costs must breakout all expenses expected to be billed to the City. Provide a cost proposal which includes the estimated number of project work hours by each task/requirement, and the cost of each task/requirement. Include a list of hourly rates of proposed project team members.

Any additional information that you wish to submit should be included in a separate section marked "Supplemental Information."

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3. Evaluation and Selection

The City will evaluate proposals using, but not limited to, the following criteria (not listed by priority):

a. Ability to successfully complete the project on time and within budget.
b. Experience with construction site monitoring.
c. Experience with the successful completion of similar projects.
d. Experience and results of proposed personnel.
e. References
f. Knowledge of local construction conditions and codes.
g. Experience in public sector contracting requirements.
h. Contract administration experience.
i. Proposed compensation.

The City intends to award the CMS Services Contract to the qualified firm that best demonstrates the commitment and application of experience, resources and methods to the requirements of the Project. The written response to this RFP will be used to evaluate each company's qualifications. A short list of firms may be selected for interviews.

Upon selection of a company, the City and selected company shall attempt to negotiate a contract for construction management services. If an agreement cannot be reached, the City will end negotiations with the selected company and may enter into negotiations with the next most qualified company.

The City reserves the right to reject any and all proposals, to waive any informality or for any other reason, including the inability to negotiate a contract for the type of services required for the project at a price determined by the City to be fair and reasonable.

The City reserves the right to negotiate any and all elements of this proposal.

The City may re-evaluate the necessary construction management services, including the scope and reasonable fee requirements.

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Exhibit A

alliance

MANAGEMENT & CONSTRUCTION SOLUTIONS

Proposal for Construction Management Services for

City of Kennewick Fire Stations

RFP 19-007

Alliance Management & Construction Solutions

Earl Eastman and Doug Carl

6855 W. Clearwater Ave., Suite A101 #161
Kennewick, WA 99336

509.222.9800 and 509.430.8295

alliancemcs.com

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alliance
MANAGEMENT & CONSTRUCTION SOLUTIONS

April 4, 2019

City of Kennewick – Purchasing Division
Attn: Tim Corrigan
414 East 10th Avenue
Kennewick, WA 99336

RE: RFP 19-007 for Construction Management Services for Fire Stations Projects

Tim Corrigan,

Thank you for providing Alliance Management & Construction Solutions the opportunity to submit our proposal for Construction Management Services for the City of Kennewick Fire Stations Project. After several meetings with Chief Neil Hines, we are very excited about the opportunity of working with the City of Kennewick and the Kennewick Fire Department to ensure the successful completion of all 3 stations. Below

Professional strengths Alliance Management & Construction Solutions offers include:

- Combined expertise of over 50 years in Construction Management services through the "design-bid-build" process reflected in over one million square feet and a quarter of a billion dollars in named projects
- Projects successfully completed with several public agency owners throughout the Inland Northwest
- Detail oriented oversight of project budgeting and expenditures, as well as quality assurance/ control reporting, contractor change orders, pay applications, substitution requests, etc.
- Vast knowledge of the Eastern Washington general contractor/subcontractor communities and their construction practices
- Proven history of completing small and large, renovation and new construction projects with a variety of regional design firms
- Availability to lead the design process including planning and coordination meetings, community outreach, as well as reporting to the school board and other stakeholders
- Strong leadership and proven experience working with Authorities Having Jurisdiction

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What makes Alliance stand apart from most Construction Management Service companies is our diligence and foresight throughout the design and construction process.

In addition to traditional Construction Management and Owner Representation Services, we strive to provide added value to clients through an assortment of additional service options including:

1. **Utilizing drones to provide construction progress video updates and aerial photography**
2. **Construction site progress photos taken daily and hosted on our website via a sub-domain specific to the project**
3. **Pre-wall cover documentation photographs for your records in the event that trouble-shooting or adjustments to underlying structures are necessary**
4. **Percolation testing to verify the design's capacity for underground drainage systems to pre-diagnose potential flood hazards**

In selecting Alliance as your agent and advocate, you are selecting a partner who understands how to build a successful and lasting relationships. Our approach to teamwork is rooted in establishing respect and trust through honesty, attention to detail, and successfully fulfilling our obligations.

We look forward to the opportunity to partner with and serve the City of Kennewick as your Construction Manager.

Respectfully,

Earl Eastman and Doug Carl, Principals

Alliance Management & Construction Solutions, LLC, Co.

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Company Overview

Alliance Management & Construction Solutions was founded to provide construction and project management expertise to School Districts and other public agencies in the Columbia Basin. We offer our clients over 50 years combined experience, represented in millions of square feet built, and a quarter of a billion dollars spent for multiple successfully completed works. No matter the size of a project, every client is assured the guiding hand of an Alliance Principal to ensure the best possible outcome, and the best possible product. We understand better than most how critical it is to use voter tax dollars in the most efficient and effective way.

The Principals of Alliance, Earl Eastman and Doug Carl, together cover the spectrum of responsibilities in every design-bid-build project, from the 20+ years of construction management experience Earl brings, to Doug's 30+ years rising through the Kennewick School District to serve as the Director of Capital Projects and Planning for more than a decade. Alliance offers a unique perspective and understanding of exactly what a School Districts as well as other public agency owner's needs are today and for the future.

In addition to their expert leadership, Alliance maintains long term, successful relationships with a variety of outside consultants. These consultants possess specialized technical skills to meet the specific requirements of every project, and client needs.

Professional Services Alliance can procure, manage, or coordinate in behalf of our clients include:

- Real Estate Analysis and Property Acquisition
- Property Feasibility Study
- Energy Audits/Analysis
- Professional Services Procurement including:
    - Architectural design services
    - Engineering design services
    - Cost Estimating
    - Scheduling
    - Constructability Reviews
    - Value Engineering Analysis
    - Special Inspections and Testing services
    - Building Commissioning

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Contact Information

Alliance Management & Construction Solutions, LLC, Co. 6855
W. Clearwater Ave., Suite A101 #161
Kennewick, WA 99336

Earl Eastman, Principal
- 509.222.9800
- earl@alliancemcs.com

Doug Carl, Principal
- 509.430.8295
- doug@alliancemcs.com

Established March 2017

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Project Management Approach

All management plans must ensure that the project intent is met within budget and on time. Alliance performs the management of projects by working to develop a keen understanding of the owner's goals and desires and communicating these ideas to the entire project team. This inclusion is done by providing the leadership to develop and implement a project plan that encourages commitment from participants and holds the entire group accountable.

Alliance will provide the oversight to the Fire Station Construction Project by developing a written plan that coordinates the City of Kennewick's goals and needs for the fire stations. Alliance will assess the project scope to mitigate risk and will monitor the team's performance. Alliance will provide scope management, quality control, schedule and project costs from pre-construction through owner occupancy. Alliance will provide consistent up to date reports to the owner and serve as the primary conduit of project information. Review of contracts, document control, coordination and control of project activities, negotiation of contract items and the preparation of budgets, estimates and timelines will be performed by both of Alliance's two Principals. Doug Carl and Earl Eastman will provide all of the necessary project management for the Fire Station Project.

Resumes and references for both Doug and Earl are included with this proposal.

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Relevant Public Agency Project Experience

Kennewick School District's - Mid-Columbia Partnership

Design Team: MMEC Architects

7601 W. Clearwater Ave.

Kennewick, WA

General Contractor: Chevenell Const.

Construction Costs: $5,805,500

Year Completed: 2018

This project included renovating the old gymnasium building at the original Desert Hills Middle School site into the Mid-Columbia Partnership's new homeschool building. The building was approximately 24,000 square feet and the construction budget was approximately $5,500,000. The building renovation included space for classrooms, a gymnasium, a cafeteria, administrative offices, as well as family teaching and meeting spaces.

Columbia School District Bond Program Projects

Design Team: Design West Architects

7513 Kennewick Ave.

Kennewick, WA

General Contractor: TW Clark

Construction Costs: $2,514,000

Year Completed: 2018

This 2016 $4.5 million Bond program included multiple project that were combined into one public bid and construction project. The Alliance scope of work includes establishing an overall project schedule and budget, hiring the design team, overseeing the design process/deliverables, hiring the general contractor, special inspection services, testing services, and overseeing the construction process.

\ Sage Crest Elementary

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\ Umatilla School District Bond Program

Projects included in this Bond Program included:

- McNary Heights Elementary School kitchen renovation and upgrades, and existing facilities remodel
- McNary Heights Elementary School new gymnasium building
- Clara Brownell Middle School major renovation including new mechanical and DDC systems, new electrical, new windows, new interior finishes, and safety and security improvements
- Umatilla High School safety and security upgrades, remodel Umatilla High School new DDC systems, remodel

Design Team: Design West Architects
7513 Kennewick Ave.
Kennewick, WA

General Contractor: Chervenell Const.
Construction Costs: $10,500,000
Year Completed: 2019

The 2016 $10.5 million Bond included one new building; upgrades to safety and security for three schools; and remodels of five school buildings. The Alliance scope of work includes hiring the design team, overseeing the design process and deliverables. Hiring the general contractor and providing quality assurance. Fully representing the District as the Owner's Representative and Construction Manager.

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Kennewick School District Amon Creek Elementary

Design Team: MMEC Architects
7601 W. Clearwater Ave.
Kennewick, WA

General Contractor: Chevenell Const.
Construction Costs: $18,613,000
Year Completed: 2018

Why was a new Kennewick school building built in Richland? Amon Creek Elementary has been built within the boundaries of the Kennewick School District. School district boundaries sometimes include multiple city addresses.
School Location: 18 Center Parkway, Richland WA 99352
Building Square Feet: 76,664
Spaces: 38 classrooms, gym, cafeteria, library, music room, flexible learning space, computer lab, two reading rooms, and playground.
Funding: A combination of local bond funds and a K-3 Class Size Reduction Grant from the state.

Kennewick School District Fuerza Elementary

Design Team: MMEC Architects
7601 W. Clearwater Ave.
Kennewick, WA

General Contractor: Fowler G.C.
Construction Costs: $17,015,000
Year Completed: 2018

Dual Language Elementary School: Fuerza Elementary is the first fully dedicated dual language school building in the Kennewick School District.
School Location: 6011 W. 10th Place, Kennewick -- Former campus of Desert Hills Middle School
Building Square Feet: 66,338
Classroom Spaces: Thirty classrooms with an enlarged gym and additional specialist and office space. The design is based on Westgate Elementary and Amon Creek Elementary.

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Earl Eastman

PRINCIPAL

Skill Summary

- Team management/Team building experience Project and Operations management experience
- Subcontractor hiring, negotiation and management experience
- Job site procurement, safety, and scheduling
- Business development skills

Experience

Principal

Alliance Management & Construction Solutions, LLC, Co. – Kennewick, WA **2017 – present**

- Manage public procurement processes to hire general contractors
- Hire specialty consultants and special inspectors as needed
- Responsible for quality assurance/control
- Monitor construction schedule providing risk assessment
- Monitor all communications between design team and general contractor
- Make day-to-day decisions on behalf of clients
- Review and approve change order requests, pay applications, substitution requests, etc.

Project Manager

Balfour Beatty Construction – Umatilla, OR **2016 – 2017**

- Management of work inside highly secure "red zone" areas within multiple "Mission Critical" data centers
- Simultaneously manage multiple projects with budgets ranging from $1,000 to $1.7 million
- Prepare estimates, contracts, schedules and manage projects

Operations Manager

Bruce Mechanical, Inc. – Kennewick, WA **2013 – 2016**

- Management of commercial and residential HVAC teams in: Tri-Cities, Eastern OR, and Parker, CO
- Responsible for day to day operations including marketing, human resources, safety/claims management, job cost forecasting
- Development and implementation of strategic plan for new branch office in Parker, CO

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Project Manager/Business Development

Bouten Construction Company – Kennewick, WA **2010 – 2013**

- Prepared RFP and SOQ responses
- Led bid efforts and assisted with pre-construction and planning services
- Pre-construction management of large contracts ranging from $5 million to $35 million

Project Manager

Lydig Construction, Inc. – Spokane, WA **2005 – 2010**

- Lead role in organizing bid team, estimating Div. 1-16, contracting, subcontracting, scheduling, procurement, management and close-out
- Contract negotiation, design-build, public and private hard bids Prepared
- project budgets ranging from $50,000 to $6 million
- Business development, cost estimation, documents and communication, scheduling, quarterly profit reports, cost control, productivity management, and recruitment of interns and new hires

Education and Computer Skills

- Bachelor of Science – Construction Mgmt. – WA State University, Pullman, WA 2005
- GC/CM Training and Certification – AGC of Washington 2010
- USGBC LEED Green Associate Certificate 2011
- Lean Construction Institute – Pull Planning Training, etc. 2013
- Proficient in: Excel, LEED, Suretrack, Microsoft Project

Professional References

Heidi Sipe, Superintendent
Umatilla School District
- 541.922.6501
- sipeh@umatillasd.org

Randy Nunamaker, Director
of Capital Projects
Pasco School District
- 509.547.2136
- rnunamaker@psd1.org

Brandon Wilm, Principal Design West Architects
- 509.783.2244
- bwilm@designwestwa.com

Brandon Mayfield, General Manager
Chervenell Construction
- 509.735.3377
- bmayfield@chervenell.com

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Douglas M. Carl

PRINCIPAL

Skill Summary

Project Management and long-range facility planning experience

Construction Management experience

Over 30 years experience working with school districts, includes 10 years as a building administrator

Excellent Communication, Negotiation Skills

Experienced in bid packaging, data analysis, budget building and evaluation strategies Construction experience as a builder/owner

Proven record of successful long term professional relationships, team building

Experience

Principal

Alliance Management & Construction Solutions, LLC, Co. – Kennewick, WA **2018 – present**

Project Director responsible for all pre-planning stages of construction projects

Owner advocacy

Data analysis and long-range planning

Communications Officer for owner and community stakeholders regarding plans and strategies

Director

Capital Projects & Planning – Kennewick School District – Kennewick, WA **2005 – 2018**

Criteria development for professional services and consultants Contract negotiation

Preparation and delivery of complex reports and presentations to various stake-holder groups Communications Officer for contractors and consultants

Preparation of budgets, monitoring and reporting of progress to supervisors and School Board members

Principal

Edison Elementary – Kennewick School District – Kennewick, WA **1998 – 2005**

Management of team of 60 staff members with a variety of skill sets and responsibilities Creation of expectations for quality work and follow-up to ensure policy adherence

Set performance goals and evaluated strategies to analyze team progress Research, development and presentation of data and plans

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Assistant Principal

Desert Hills Middle School – Kennewick School District – Kennewick, WA **1995 – 1998**

- Design and delivery of instructional activities for staff
- Facilitation of small group sessions to generate ideas and consensus for projects
- Communication of company goals and expectations
- Accurate record keeping and processing of paperwork

Co-Owner/Builder

Parkwood Construction – Kennewick, WA **1994 – 1998**

- Development of budgets and allocation of resources Monitoring of project progress, time-lines, and adjustments Project close-out and follow-up with homeowners
- Review of community data and analysis for growth and trends

Education and Computer Skills

- Bachelor of Arts – Government – Eastern Washington University, Cheney, WA 1984
- Masters – Professional Education – Heritage College, Toppenish, WA 1994
- Administrative Credentials K-12 – Heritage College, Toppenish, WA 1995
- Proficient in: Microsoft Word, Excel, and Powerpoint; Adobe Acrobat; and Procore

Professional References

Dave Bond, Superintendent
Kennewick School District
- 509.554.3243
- dave.bond@ksd.org

Cary Roe, Public Works Director
City of Kennewick
- 509.221.8810
- cary.roe@ci.kennewick.wa.us

William Bouten, Owner
Bouten Construction
- 509.370.4148
- billb@boutenconstruction.com

Doug Mitchell, Principal
MMEC Architecture
- 509.994.1241
- doug@mmecarchitecture.com

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References

Dave Bond, Superintendent
Kennewick School District

1000 W. 4th Ave.
Kennewick, WA 99336

- 509.554.3243
- dave.bond@ksd.org

Heidi Sipe, Superintendent
Umatilla School District

1001 6th St.
Umatilla, OR 97882

- 541.922.6501
- sipeh@umatillasd.org

Randy Nunamaker, Executive Director of Capital Projects
Pasco School District

1215 West Lewis St.
Pasco, WA 99301

- 509.543.6096
- rnunamaker@psd1.org

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Fee Schedule & Hourly Rates

Station 3

1. Preconstruction Services: $66,560
2. Construction Management Services: $84,375.00
3. Project Closeout Services: $14,400
    - Total: $165,335

Station 6

1. Preconstruction Services: $66,560
2. Construction Management Services: $84,375.00
3. Project Closeout Services: $14,400
    - Total: $165,335

Station 1

1. Preconstruction Services: $66,560
2. Construction Management Services: $84,375.00
3. Project Closeout Services: $14,400
    - Total: $165,335

Total Combined Fee: $496,005

The menu below provides hourly rates for professional services at varying levels:

Capital Facilities & Bond Director **$175/hr**

Oversees all aspects of current or future Bond programs, including: strategic and long-term planning, scheduling and budgeting, land acquisition, D-Form process management, facility assessments, Education Specification process management, design team procurement and management, and oversight of Construction Monitors and Project Managers.

Construction Manager **$160/hr**

Engages project during design phase. Can oversee multiple Construction Monitors, Project Managers as well as separate major or minor projects for the District simultaneously. The Construction Manager is able to fully represent the District and has full decision-making authority over items such as pay applications, change order requests, substitution requests, etc.

Project Manager **$125/hr**

Engages project during the design phase and continues through owner occupancy. Monitors progress on the job site through daily site inspections, attends all on-site construction progress meetings, takes daily work progress photos, and provides daily construction activity reports. Daily reports include: subcontractor activity detail, detailed report of manpower on site, daily weather detail, AHJ and Special Inspections activity, general notes regarding overall progress, delays, etc. The Project Manager reviews and tracks all correspondence between the General Contractor and the Architect and makes recommendations to the District on pay applications, change orders, substitution requests, etc.

Construction Monitor **$85/hr**

Monitors progress on the job site through daily site inspections, attends all on-site construction progress meetings, takes daily work progress photos, and provides daily construction activity reports.

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Exhibit B

Construction Management for City of Kennewick Fire Stations

Alliance Fee Breakdown

Preconstruction & Design Phase		Total Phase Fee $66,560	
Project Phase	Duration/Months	CM Cost per Phase	CM Cost per Month
SD Phase	2.5	$ 16,640	$ 6,656
DD Phase	2	$ 13,312	$ 4,437
CD Phase	5	$ 19,968	$ 3,994
Bidding Phase	2	$ 16,640	$ 8,320

Construction Phase	Total Phase Fee $84,375	
Duration/Months	CM Cost per Phase	CM Cost per Month
10	$ 84,375	$ 8,437

Closeout Phase	Total Phase Fee $14,400	
Duration/Months	CM Cost per Phase	CM Cost per Month
2	$ 14,400	$ 7,200

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CITY OF KENNEWICK
AGREEMENT WITH Alliance Management &
Construction Solutions, Inc.
CONTRACT No. 19-020

MODIFICATION # 1

I. RECITALS

This is a modification to the professional services agreement related to providing Fire Station construction management services for Phase I – Fire Station No. 3 project between the contracting parties, the City of Kennewick, Washington (hereinafter "City") and Alliance Management & Construction Solutions (hereinafter the "Consultant")

There is now in full force and effect between the parties an Agreement, City Contract #19-020 executed by the City on May 29, 2019.

The parties to this contract desire to modify said Agreement as follows;

II. AGREEMENTS

1. Additional service fee for GeoProfessional Innovation to perform geotechnical engineering evaluation services to assist with design and construction of Fire Station 3 - 6941 W. Grandridge Blvd. ($4,250.00).

2. Additional service fee for Rogers Surveying to perform topographic survey of vacant parcel located at Fire Station 3 - 6941 W. Grandridge Blvd. ($2,850.00).

3. Additional service fee for Geophysical Survey to perform subsurface utility locating/clearance at Vista Field ($850.00).

4. Additional service fee for First American Title Insurance Company to perform Title Report on vacant parcel located at Fire Station 3 - 6941 W. Grandridge Blvd. ($543.00).

5. Contract price increase for items 1-4 above is $8,493.00 for a new contract total of $173,828.00.

6. Contract period shall remain the same.

7. It is understood and agreed that all other terms and conditions of the Agreement shall be and remain the same.

III. SIGNATURES

This Modification may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. This Modification may be delivered by facsimile or other electronic means and those signatures shall be treated as original signatures for all applicable purposes. The person signing this Modification for Alliance Management & Construction Solutions, Inc. represents that he or she has full and proper authority to do so and to bind the party which they are representing. This Modification will become binding on the date of last execution hereon:

CITY:

DocuSigned by:
By: Vince Beasley
Vince Beasley, Fire Chief

Date: Jul 31, 2019 | 1:11 PM PDT

Alliance Management & Construction Solutions, Inc.

DocuSigned by:
By: Doug Carl
Signature

Owner
Title

Jul 31, 2019 | 11:30 AM PDT
Date:

DocuSign Envelope ID: 47A2C0F7-474A-4519-B553-D206D46EEDD7

GeoProfessional Innovation.

June 27, 2019
File: PUP19136

Doug Carl
Alliance Management & Construction Solutions
6855 West Clearwater Avenue, Suite A101 #161
Kennewick, Washington 99336

RE: **Proposal**
Geotechnical Engineering Evaluation
Proposed Fire Station 3
6941 West Grandridge Boulevard
Kennewick, Washington

Greetings, Doug:

GeoProfessional Innovation (GPI) provides this proposal for geotechnical engineering evaluation services to assist Alliance Management & Construction Solutions (Alliance) and the City of Kennewick (City) with design and construction of the proposed Fire Station 3, to be located at 6914 West Grandridge Boulevard in Kennewick, Washington. GPI's team of professionals has performed geotechnical engineering evaluation services for multiple similar developments in the immediate area. Specifically, our team has performed similar geotechnical evaluations for projects within the Vista field development area, and for similar fire station facilities in the Tri-Cities. These include:

- Existing GENSCO Facility; W. Deschutes Ave & N. Young St., Kennewick, WA.
- Proposed Yakima Valley Farm Workers Clinic; W. Rio Grande Ave. & N Kellogg St., Kennewick, WA.
- City of Richland Fire Station 74; 2710 Duportail St., Richland, WA.

The following paragraphs describe our project understanding, proposed scope of services, anticipated schedule, and fee estimate.

PROJECT UNDERSTANDING

Existing Site Conditions

The site is located on an approximate 2.3-acre parcel located along West Grandridge Boulevard, approximately 600 feet east of the N. Young Street Intersection. The site is undeveloped and is relatively flat with less than 3 feet of elevation change. The existing ground surface is covered by various weeds, brush, and grass. The parcel is bordered to the southeast by the Vista Field Runway, to the southwest by an existing paved alleyway, to the northwest by W. Grandridge Boulevard, and to the northeast by vacant land. The current site conditions are illustrated in photograph 1.

Based on our nearby exploration experience, we anticipate encountering silty sand soil, overlying dense alluvial silty gravel soil at depth. From well logs maintained by the Washington State Department of Ecology website, we anticipate groundwater will be approximately 100 feet below the existing ground surface, coincident with the Columbia River located approximately 1.2-miles to the north. We do not anticipate encountering bedrock during construction or within 100 feet of the ground surface.

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Photograph 1: Kennewick Fire Station No. 3 Site.

Proposed Construction

The planned fire station will be constructed near the center of the parcel with wrap-around parking and access drives to the west and south. A "pull-through" garage lane will be constructed along the northern side of the building. From reviewing a preliminary site plan you provided on June 19, 2019, we expect the building will be a 15,000 square-foot, 1- to 2-story structure with concrete masonry unit (CMU) walls and steel roof framing. We anticipate the building will be supported on typical shallow foundations applying structural loads of 5 to 7 kips-per-linear-foot along perimeter footings and no more than 50 kips per on interior columns. The site will be accessed from the northwest along W. Grandridge, and the parking lot is planned to hold approximately 19 parking stalls. We anticipate there will be no below grade portions to the building.

Site grading is expected to be relatively minor at less than 1 to 2 feet, outside of footing and utility alignments. Asphalt pavements will be constructed for passenger vehicle access in parking areas, while Portland cement concrete (PCC) pavement will be constructed for fire truck travel areas, specifically the pull-through garage lane. Stormwater will be directed to onsite infiltration facilities for disposal. We expect franchise utilities will be extended to the site from W. Grandridge Boulevard.

SCOPE OF SERVICES

For our geotechnical evaluation, we propose to accomplish the following services:

1. Coordinate exploration with the Washington Utility Notification Center and Alliance before performing exploration. We recommend the City or Alliance coordinate with the existing property owner (if it is not currently City-owned) to identify any private utilities at the site, as most public locating companies will not mark these. GPI cannot be responsible for damage or repair to unlocated existing subsurface utilities during exploration.

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Scope Alternate: If desired, GPI will retain a private utility locator to help identify subsurface utility alignments within exploration locations, prior to digging. Private utilities may exist within the planned exploration area and often are not identified by public or private utility locating services. Our fee for this scope alternate will be in addition to the geotechnical evaluation described herein.

2. Explore the site via 4 to 6 test pits extending 5 to 15 feet below the ground surface or to refusal on dense gravel, debris, bedrock, hard pan, caving conditions or other obstructions. Test pits will be loosely backfilled upon exploration completion. Test pits disturb surface vegetation and leave a bare soil area typically measuring 25 feet square in each location.

   A GeoProfessional will observe exploration and will visually classify and describe the soil encountered in explorations in reference to the *Unified Soil Classification System* (USCS). The collected soil samples will be subjected to the laboratory regimen outlined below. Our approximate proposed exploration locations are shown on the attached Plate 1, *Proposed Exploration Map*. Exploration locations will not be landscaped, reseeded, or recompacted. Some rutting, landscape disturbance, and other surface damage must be anticipated as part of exploration. We will record depth to groundwater or any other notable geologic conditions in each exploration, if encountered. We recommend exploration locations be surveyed by the City's civil or survey consultant for accuracy and future reference.

3. Accomplish 2 field infiltration tests during exploration in approximate swale locations outlined to us by Alliance. This testing will help evaluate the near surface soils' infiltration characteristics referencing the methods outlined in Appendix 6B of the *Washington State Department of Ecology* (Ecology) *Stormwater Management Manual* for Eastern Washington.

4. Accomplish the following laboratory testing referencing *ASTM International* (ASTM) procedures to estimate soil engineering parameters:

   - Natural moisture content
   - Grain size distribution
   - Proctor density relationships

5. Perform engineering analyses to provide geotechnical design and earthwork construction recommendations specific to the planned construction. We will work closely with Alliance and the City during our evaluation to incorporate geotechnical recommendations into design and construction document preparation. Our engineering analyses will provide geotechnical recommendations for:

   - Earthwork
     - Site preparation
     - Uncontrolled fill remediation, if encountered
     - Excavation characteristics
     - Structural fill criteria
     - Site soil reuse
     - Wet weather/wet soil construction
     - Geotextile applications

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- Typical Shallow Foundation Design
  - Allowable bearing pressures
  - Total and differential settlement estimates
  - Soil improvement applications (if required)
  - Passive soil resistance
  - Friction coefficients
  - Design factors of safety
  - International Building Code (IBC) site class

- Concrete Slabs-on-Grade
  - Minimum slab support section
  - Vapor retarders

- Pavement Section Design
  - Light duty asphalt pavement section thickness
  - Heavy duty PCC pavement section thickness
  - Pavement subgrades
  - Pavement section materials
  - Pavement maintenance considerations

- Site Drainage
  - Soil infiltration rate ranges
  - Stormwater disposal considerations
  - Foundation/wall drainage

- Additional Recommended Services
  - Geotechnical design continuity
  - Plan and specification review
  - Geotechnical observation during construction

LIMITATIONS AND INHERENT RISKS

The scope of services presented above does not evaluate or address the following as part of the above-proposed services:

- Deep foundations
- Erosion and sediment control
- Hazardous substance evaluation
- Structural design
- Civil design or surveying
- Retaining wall design
- Plan & specification development
- Private utility locating
- Temporary or permanent dewatering
- Permanent slopes
- Temporary shoring
- Site safety
- 100-foot boring for IBC site class
- Any other services not explicitly discussed above

GPI can provide these or other services upon your request. If additional services are desired, which are not listed in the proposed geotechnical scope, please contact us for a revised proposal.

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SCHEDULE AND FEE ESTIMATE

GPI will accomplish the scope of geotechnical services outlined herein based on our current project understanding and our experience with similar municipal improvements in the area. We will advance the proposed scope of geotechnical services on a lump sum basis for $4,250. If the private utility locate scope alternate is authorized, our fee will increase by $750. Additional evaluation, exploration, testing, or other services outside of those described herein could increase these fees. However, we will not exceed this amount without your prior written authorization.

AUTHORIZATION

Our services will be provided referencing the terms and conditions outlined in the attached *GPI General Conditions*. To authorize our services under these terms, please issue a purchase order referencing this proposal, and return a signed copy of our agreement.

We appreciate the continued opportunity to serve the City of Kennewick and Alliance Management & Construction Solutions as your geotechnical consultant. Please contact us with questions, comments, or desired modifications to the scope of services for each project presented herein.

Sincerely,
GPI

Andy Abrams, P.E.
Senior Engineer

Travis Wambeke, P.E.
Principal Engineer

Attachments: Plate 1 – Proposed Exploration Map
GeoProfessional Innovation General Conditions

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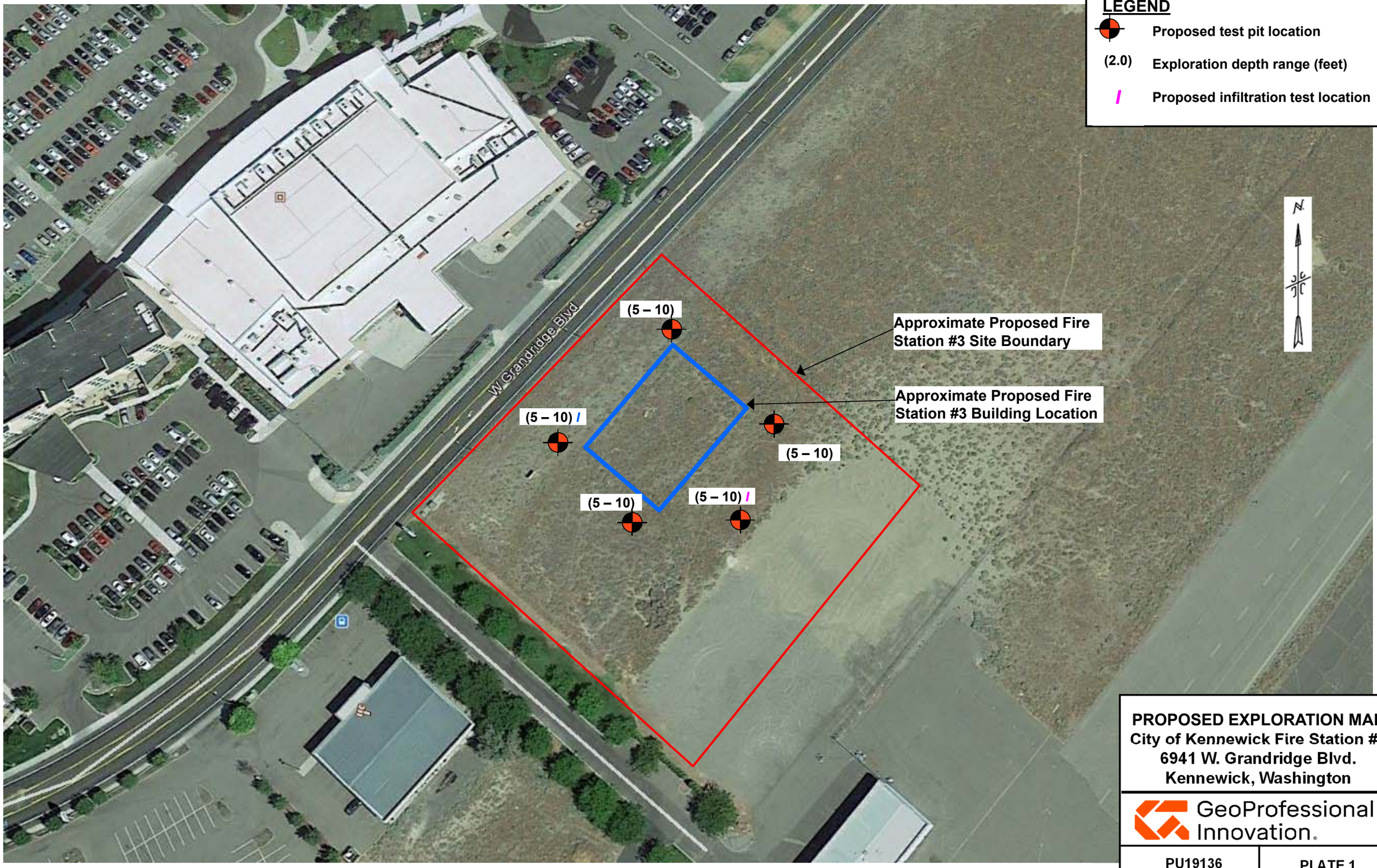

PROPOSED EXPLORATION MAP
City of Kennewick Fire Station #3
6941 W. Grandridge Blvd.
Kennewick, Washington

GeoProfessional Innovation

PU19136	PLATE 1

Reference: Base image from Google Earth, July, 2018. No Scale Intended

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Proposal No.	PUP19136, dated June 27, 2019	Client Name	Alliance Management & Construction Solutions, c/o Doug Carl	☒GEE ☐CMT ☐ENV
Project Name	Kennewick Fire Station No. 3	Project City, State	Kennewick, WA	

GEOPROFESSIONAL INNOVATION CORPORATION (GPI) GENERAL CONDITIONS

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

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

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

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

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

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

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

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

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

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

The parties agree that it would be impractical and very difficult to determine the amount of actual damages caused by a breach of this non-solicitation provision. Therefore, the parties agree that in the event it is established that there has been a violation of the non-solicitation provision, the violating party

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Proposal No.	PUP19136, dated June 27, 2019	Client Name	Alliance Management & Construction Solutions, c/o Doug Carl	☒GEE ☐CMT ☐ENV
Project Name	Kennewick Fire Station No. 3	Project City, State	Kennewick, WA	

shall pay the other party, as liquidated damages, the sum of twenty-two thousand dollars ($22,000) for each breach. The parties agree that these liquidated damages represent reasonable compensation to the other party for losses that would be incurred by it due to any such breach and that no further relief shall be granted the damaged party.

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

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

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

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

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

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

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

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

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

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

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

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

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

Signature _____ **Title** _____

Printed _____ **Date** _____

DocuSign Envelope ID: 47A2C0F7-474A-4519-B553-D206D46EEDD7

ROGERS SURVEYING, INC.
1455 COLUMBIA PARK TRAIL
RICHLAND, WA 99352
HTTP://WWW.ROGERSSURVEYING.COM
gwagner@rogerssurveying.com
PHONE: (509) 783-4141
FAX: (509) 783-8994

June 27, 2019

Doug Carl
Alliance Management & Const. Solutions
doug@alliancemcs.com

Re: Proposal for Surveying
6941 W. Grandridge Boulevard (1-3299-300-0009-001)

Doug:

Rogers Surveying, Inc., (RSI) proposes the following Scope of Work and bid for Professional Land Surveying services.

Scope of Work

- Perform topographic survey of vacant parcel located at 6941 W. Grandridge
- This Survey will be based on at least 3 points in the City of Kennewick GIS Control System.
- Survey will delineate elevations at 1 foot contour intervals, spot elevations of all hard surfaces including driveway entrance, all of W. Grandridge Boulevard adjacent to said parcel, the location of all existing physical features including trees, visible utility structures and invert elevations of sewer and storm manholes in adjacent street.
- Recover and/or set boundary corners as necessary to identify property boundary.
- Provide AutoCad Civil 3d 2019 drawing file containing all topographic and boundary elements including easements of record.

RSI will provide the scope of work outlined above for a lump sum fee of $2,850.00

The above quote includes a current title report for said parcel which is needed to illustrate all existing easements affecting the property.

We can begin work on this project within two weeks upon your written acceptance of this proposal and notice to proceed.

Best Regards,

Gary B. Wagner, PLS
President
Rogers Surveying, Inc.

PROPOSAL ACCEPTANCE
NOTICE TO PROCEED
By Alliance Management

Signature

Date

Please sign and date above and return to *RSI.*

DocuSign Envelope ID: 47A2C0F7-474A-4519-B553-D206D46EEDD7

Geophysical Survey
711 S Tacoma Street
Kennewick, WA 99336

June 28, 2019

Doug Carl
Alliance management & Construction Solutions

Re: Utility Locate

Mr. Carl;

Geophysical Survey LLC is pleased to offer this proposal for a subsurface utility clearance at Vista Field in Kennewick, Washington. The objectives are to detect and delineate subsurface utility lines. The scan area is approximately 350 by 300 feet.

TECHNICAL APPROACH

Ground Penetrating Radar Surveys

A GPR survey will be conducted using GSSI SIR4000/G1 control units and 350 MHz antennas. The depth of investigation of the 350 MHz antenna is approximately 9 feet. Depth of investigation is affected by soil types and utility line material and diameter.

Electromagnetic Line Locating

A RadioDetection RD8100/7100 receivers and T10 transmitters will be used to map conductive utilities. The RD receiver will be used in passive mode (60Hz and RF) to sweep the scan area. The T10 transmitter will be used to induce a radio frequency on passive targets which will be traced with the RD receiver.

Deliverable

A map of the scan area will be provided in PDF format overlaid on satellite imagery with located utilities. Data will be provided electronically in CAD format.

COST PROPOSAL

The cost of the proposed utility locating is $850.00. Costs include geophysicist, geophysical technician, equipment, deliverables, mobilization and de-mobilization.

Sincerely,

Geophysical Survey LLC

Mark J. Villa, L.G.

DocuSign Envelope ID: 0BDA3C4C-E5EC-4AFC-AD6A-11169E5084B1

CITY OF KENNEWICK
AGREEMENT WITH Alliance Management & Construction Solutions, Inc.
CONTRACT No. 19-020

MODIFICATION # 2

I. RECITALS

This is a modification to the professional services agreement related to providing Fire Station construction management services for Phase I – Fire Station No. 3 project between the contracting parties, the City of Kennewick, Washington (hereinafter "City") and Alliance Management & Construction Solutions (hereinafter the "Consultant")

There is now in full force and effect between the parties an Agreement, City Contract #19-020 executed by the City on May 29, 2019.

The parties to this contract desire to modify said Agreement as follows;

II. AGREEMENTS

1. Additional service fee to provide cost estimating services to assist with design and construction of Fire Station 3 - 6941 W. Grandridge Blvd. per attached Exhibit A. ($19,098.00).

2. Contract price increase for items 1 above is $19,098.00 for a new contract total of $192,926.00.

3. Contract period shall remain the same.

4. It is understood and agreed that all other terms and conditions of the Agreement shall be and remain the same.

III. SIGNATURES

This Modification may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. This Modification may be delivered by facsimile or other electronic means and those signatures shall be treated as original signatures for all applicable purposes. The person signing this Modification for Alliance Management & Construction Solutions, Inc. represents that he or she has full and proper authority to do so and to bind the party which they are representing. This Modification will become binding on the date of last execution hereon:

CITY:

DocuSigned by:
By: Marie E. Mosley
Marie E. Mosley
Date: Oct 21, 2019 | 5:01 PM PDT

Alliance Management & Construction Solutions, Inc.

DocuSigned by:
By: Doug Carl
Signature
Owner
Title
Date: Oct 21, 2019 | 12:26 PM PDT

DocuSign Envelope ID: 0BDA3C4C-E5EC-4AFC-AD6A-11169E5084B1

ThomasConsulting

Exhibit A

May 1, 2019

City of Kennewick
Purchasing Division
414 E. 10th Ave. Ste.
Kennewick, WA 99336
ATTN: Mr. John Noble

RE: **Kennewick Fire Department**
City of Kennewick, WA
Fire Station Numbers 1, 3, and 6

Dear Mr. Noble:

Based on the Preliminary Schemes, Project Schedule, TCA Architects Fee/Scope letters, correspondence and direction from Alliance Management - we propose to render an **Opinion of Cost** at the **SD, DD and CD design** levels for each of the referenced (three) Stations. For this work we anticipate a basic service Fee and necessary calendar days per the attached Worksheet:

Projected Fee Range:

Station	Low	High	Average
1st	15,055	23,140	19,098
2nd	12,044	18,512	15,278
3rd	11,291	17,355	15,278
Total	**38,390**	**59,007**	**49,654**

Fees are based on producing level-appropriate detail on our standard format, and on our rendering all three opinions for all three Stations. We have allowed time for one (1) phone conference and (1) one minor revision after the 1st draft at each design phase of each Station. Hazardous Material removal or remediation, Special Equipment, Fire Protection, Sound, Mechanical and Electrical estimates are by others. We will receive pricing from these Consultant team members and incorporate them into the body of our Opinion. With regard to Sitework we assume Civil, Landscape, and Irrigation estimates will be provided by those consultants. We will support these with suggested unit pricing for comparative purpose. We do not include off-Site improvements.

Additional work on our part necessary to bring the project within budget, creation of alternates, scope change, revisions between design phases, and updates are all subject to additional billing at hourly rates shown on the attachment.

Receipt of our Opinion of Cost is done with your understanding that we are being compensated to offer our opinion as estimating professionals on the cost of your project at a certain period in time and specific set of printed documents. We are assuming the use of Revit/CAD files corresponding with the printed documents will be made available to assist in quantity take-offs.

Greg Thomas Consulting, Inc. (Thomas Consulting) cannot be held liable, or protect your project's cost against changes in any market condition that results in actual bids exceeding our opinions. If required, the cost to carry Professional Liability Insurance will be added to the above fees.

Sincerely,

Greg Thomas

ACCEPTANCE
You are authorized to proceed with the work as outlined above:

_____ _____
Mr. John Noble Date

O 509.747.2124
F 509.747.0578
www.thomasconsulting.us
Empire State Building
905 West Riverside, #407
Spokane, WA 99201

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ThomasConsulting

5/1/19

Fee Worksheet

Kennewick FD
New Stations 3,5 & 6

STATION 6- New (typical)
16,200 SF approx.
3 bay base, 4 bay-Alt
PW Alt-approx. 3,500 SF
Const start 2021, 14 Mo

SD Opinion	Low	High	Rate	Low ST	High ST
Principal	28	45	135.00	3,780	6,075
Project Manager	0	0	120.00	-	-
Estimator - (*Enter Hrs Here*)	6	8	95.00	570	760
Total				4,350	6,835
*Work Days needed from Receipt of plans:			6		

DD Opinion	Low	High	Rate	Low ST	High ST
Principal	27	44	135.00	3,645	5,940
Project Manager	6	8	120.00	720	960
Estimator - (*Enter Hrs Here*)	6	8	95.00	570	760
Total				4,935	7,660
*Work Days needed from Receipt of plans:			6		

CD Opinion	Low	High	Rate	Low ST	High ST
Principal	30	49	135.00	4,050	6,615
Project Manager	8	9	120.00	960	1,080
Estimator - (*Enter Hrs Here*)	8	10	95.00	760	950
Total				5,770	8,645
*Work Days needed from Receipt of plans:			8		

addl	Low	High	Rate	Low ST	High ST
Principal	0	0	135.00	-	-
Project Manager	0	0	120.00	-	-
Estimator - (*Enter Hrs Here*)	0	0	95.00	-	-
Total				-	-
*Work Days needed from Receipt of plans:			-		

					AVG
Fee Range Est. Hours Total				15,055	23,140	**19,098**
Principal	85	138				
Project Manager	14	17				
Estimator	20	26				

Hourly Rates	
Principal	135.00
Project Manager	120.00
Estimator	95.00

** Work days are Monday - Friday and exclude weekends and legal holidays*

Attachment to Fee Proposal dated --- 5/1/2019

DocuSign Envelope ID: 0BDA3C4C-E5EC-4AFC-AD6A-11169E5084B1

ThomasConsulting

4/29/19

Fee Worksheet

Kennewick FD
New Stations 3,5 & 6

STATION 3- New
12,700 SF Approx
IT Recovery Rm- integrated in SF
Lobby Alt- for antique
Const start 2020, 12 Mo

SD Opinion	Low	High	Rate	Low ST	High ST
Principal	28	45	135.00	3,780	6,075
Project Manager	0	0	120.00	-	-
Estimator - (*Enter Hrs Here*)	6	8	95.00	570	760
Total				4,350	6,835
*Work Days needed from Receipt of plans:			6		

DD Opinion	Low	High	Rate	Low ST	High ST
Principal	27	44	135.00	3,645	5,940
Project Manager	6	8	120.00	720	960
Estimator - (*Enter Hrs Here*)	6	8	95.00	570	760
Total				4,935	7,660
*Work Days needed from Receipt of plans:			6		

CD Opinion	Low	High	Rate	Low ST	High ST
Principal	30	49	135.00	4,050	6,615
Project Manager	8	9	120.00	960	1,080
Estimator - (*Enter Hrs Here*)	8	10	95.00	760	950
Total				5,770	8,645
*Work Days needed from Receipt of plans:			8		

addl	Low	High	Rate	Low ST	High ST
Principal	0	0	135.00	-	-
Project Manager	0	0	120.00	-	-
Estimator - (*Enter Hrs Here*)	0	0	95.00	-	-
Total				-	-
*Work Days needed from Receipt of plans:			-		

						AVG
Fee Range Est. Hours Total				15,055	23,140	**19,098**
Principal	85	138	-20%	12,044	18,512	15,278
Project Manager	14	17				
Estimator	20	26				

Hourly Rates	
Principal	135.00
Project Manager	120.00
Estimator	95.00

** Work days are Monday - Friday and exclude weekends and legal holidays*

Attachment to Fee Proposal dated --- 4/29/2019

DocuSign Envelope ID: 0BDA3C4C-E5EC-4AFC-AD6A-11169E5084B1

ThomasConsulting

4/29/19

Fee Worksheet

Kennewick FD
New Stations 3,5 & 6

STATION 1- New
15,200 approx.
3 bay base
Admin- approx. 2,500SF
Const start 2022, 14 Mo

SD Opinion	Low	High	Rate	Low ST	High ST
Principal	28	45	135.00	3,780	6,075
Project Manager	0	0	120.00	-	-
Estimator - (*Enter Hrs Here*)	6	8	95.00	570	760
Total				4,350	6,835
*Work Days needed from Receipt of plans:			6		

DD Opinion	Low	High	Rate	Low ST	High ST
Principal	27	44	135.00	3,645	5,940
Project Manager	6	8	120.00	720	960
Estimator - (*Enter Hrs Here*)	6	8	95.00	570	760
Total				4,935	7,660
*Work Days needed from Receipt of plans:			6		

CD Opinion	Low	High	Rate	Low ST	High ST
Principal	30	49	135.00	4,050	6,615
Project Manager	8	9	120.00	960	1,080
Estimator - (*Enter Hrs Here*)	8	10	95.00	760	950
Total				5,770	8,645
*Work Days needed from Receipt of plans:			8		

addl	Low	High	Rate	Low ST	High ST
Principal	0	0	135.00	-	-
Project Manager	0	0	120.00	-	-
Estimator - (*Enter Hrs Here*)	0	0	95.00	-	-
Total				-	-
*Work Days needed from Receipt of plans:			-		

						AVG
Fee Range Est. Hours Total				15,055	23,140	**19,098**
Principal	85	138	-25%	11,291	17,355	15,278
Project Manager	14	17				
Estimator	20	26				

Hourly Rates	
Principal	135.00
Project Manager	120.00
Estimator	95.00

** Work days are Monday - Friday and exclude weekends and legal holidays*

Attachment to Fee Proposal dated --- 4/29/2019

DocuSign Envelope ID: 0BDA3C4C-E5EC-4AFC-AD6A-11169E5084B1

Kennewick FD
Station 6

5/1/19

No.	Item	SD Principal Low	SD Principal Hi	SD Principal AVG	SD PM Low	SD PM Hi	SD PM AVG	DD Principal Low	DD Principal Hi	DD Principal AVG	DD PM Low	DD PM Hi	DD PM AVG	CD Principal Low	CD Principal Hi	CD Principal AVG	CD PM Low	CD PM Hi	CD PM AVG	Other Principal Low	Other Principal Hi	Other Principal AVG	Other PM Low	Other PM Hi	Other PM AVG	Notes
	Review Plans/Scope	2	2	2			0	1	1	1			0	1	1	1			0			0			0	
	Draft Fee Pro	1	2	1.5			0	0	0	0			0	0	0	0			0			0			0	
	Site Visit	0	0	0			0	0	0	0			0	0	0	0			0			0			0	
	Demo	0	0	0			0	0	0	0			0	0	0	0			0			0			0	
	Meetings - Phone	1	2	1.5			0	1	2	1.5			0	1	2	1.5			0			0			0	
	Site	1	2	1.5			0	2	2	2			0	2	3	2.5			0			0			0	
	Conc	1	2	1.5			0	1	2	1.5	2	3	2.5	1	2	1.5	3	3	3			0			0	
	Struct	2	3	2.5			0	1	2	1.5	4	5	4.5	1	2	1.5	5	6	5.5			0			0	
	Roof	1	2	1.5			0	1	2	1.5			0	1	2	1.5			0			0			0	
	Ext Elevs	2	3	2.5			0	3	4	3.5			0	3	4	3.5			0			0			0	
	Ext/Int Opgs	1	1	1			0	1	1	1			0	1	2	1.5			0			0			0	
	Ptns	2	2	2			0	2	2	2			0	2	3	2.5			0			0			0	
	Clg	1	2	1.5			0	1	2	1.5			0	1	2	1.5			0			0			0	
	Flrg	1	2	1.5			0	1	2	1.5			0	1	2	1.5			0			0			0	
	Finishes	2	3	2.5			0	2	3	2.5			0	2	3	2.5			0			0			0	
	Acc-Spec	1	2	1.5			0	1	2	1.5			0	1	2	1.5			0			0			0	
	Equip	1	1	1			0	1	2	1.5			0	2	2	2			0			0			0	
	Cswk	1	2	1.5			0	1	2	1.5			0	2	3	2.5			0			0			0	
	Other	1	2	1.5			0	1	2	1.5			0	1	2	1.5			0			0			0	
	M E P	1	2	1.5			0	1	2	1.5			0	1	2	1.5			0			0			0	
	Draft Est	2	3	2.5			0	0	0	0			0	0	0	0			0			0			0	
	Check Pricing	1	2	1.5			0	1	2	1.5			0	1	2	1.5			0			0			0	
	Consultants	1	1	1			0	1	1	1			0	1	1	1			0			0			0	
	Meetings - Phone	1	2	1.5			0	1	2	1.5			0	1	2	1.5			0			0			0	
	Reconcile	0	0	0			0	0	0	0			0	0	0	0			0			0			0	
	Read Specs	0	0	0			0	1	2	1.5			0	2	3	2.5			0			0			0	
	Develop Spreadsheet	0	0	0			0	0	0	0			0	0	0	0			0			0			0	
	other	0	0	0			0	1	2	1.5			0	1	2	1.5			0			0			0	
	totals	28	45	36.5	0	0	0	27	44	35.5	6	8	7	30	49	40	8	9	8.5	0	0	0	0	0	0	
	Station # 3	28	45	36.5	0	0	0	27	44	35.5	6	8	7	30	49	40	8	9	8.5							
	Station # 1	28	45	36.5	0	0	0	27	44	35.5	6	8	7	30	49	40	8	9	8.5							

Council Agenda Coversheet

Agenda Item Number	3.j.	Council Date	03/02/2021
Agenda Item Type	Contract/Agreement/Lease		
Subject	Fleet/Stormwater Street Sweeper Purchase		
Ordinance/Reso #		Contract #	
Project #		Permit #	
Department	Management Services		

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

Recommendation

Staff recommends that Council authorize the purchase of two Schwarze A9 street sweepers in the amount of $682,104.11.

Motion for Consideration

I move to authorize the purchase of two Schwarze A9 street sweepers in the amount of $682,104.11.

Summary

Included in the 2021/22 budget is the replacement of two sweepers for the Stormwater Division. City purchasing policy requires purchases greater than $500,000 be approved by Council, even if they have previously been approved within the budget.

This authorization is for the purchase of two Schwarze A9 street sweepers from Solid Waste Systems Inc. through a nationally competed Sourcewell contract. Fleet and Public Works staff have reviewed and tested other manufacturers available and determined that the Schwarze A9 provided the best value and fit for the needs of the Department. Delivery of the vehicles is anticipated 150-200 days from receipt of order and we will install safety lighting at that time.

The purchase of the two sweepers and lighting is from replacement reserves and within the budgeted amount of $700,000.

Schwarze A9 Sweepers - 2units: $682,104.11
Lighting for 2 units (local install): $ 9,552.98 // TOTAL = $691,657.09 (includes tax)

Alternatives

None Recommended

Fiscal Impact

Budgeted 501.010.594.18.64.08 Transportation Equipment - $700,000.00

Through	John Noble Feb 24, 11:03:34 GMT-0800 2021
Dept Head Approval	Dan Legard Feb 24, 11:19:51 GMT-0800 2021
City Mgr Approval	Marie Mosley Feb 26, 13:37:45 GMT-0800 2021

Attachments: Quote

☐ **Recording Required?**

02/15/2021

A9 SWEEPER UNIT - SOURCEWELL CONTRACT NO 122017-SWZ

Customer: CITY OF KENNEWICK Location: WASHINGTON

Description	Amount
Schwarze Model A9 Monsoon TIER IV Street Sweeper 130 HP Cummins Auxiliary engine unit with **all standard equipment**	
Kenworth model K370 - Special Order Chassis - with behind the cab exhaust	
Body mounting on chassis	
Standard sweep head with rubber blast orifice	
Sweep head deluge	
Dual gutter brooms shall be 44" minimum diameter each and provide a minimum of 144" sweeping path (including suction head).	
Dual gutter broom hydraulic tilt	
Dual GEO gutter broom	
Gutter broom, In-Cab down pressure	
Standby, Full with throttle ramp	
Variable speed gutter brooms	
10 Point remote grease manifold	
Four camera system with split screen monitor	
Water tank capacity shall not be less than **600 gallons** and be constructed of polyethylene for strength and corrosion resistance	
Water tank sight gauge side of tank	
Water tank low level alarm & indicator	

Description	Amount
Front mounted spray bar	
Hopper mounted spray bar with 7 nozzles	
Pressure side water injector	
Hopper drain 6" stainless steel	
Hopper sound suppression	
Hopper dump assist shaker	
Hopper deluge, conical spray	
Hopper dump switched exterior right side only	
Hopper up alarm & indicator	
Hopper auxiliary engine screen cover	
Hopper constructed of High Strength Stainless Steel with Lifetime Warranty	
Low hydraulic level indicator in cab	
Paint, Standard - White	
Hour meter gauge	
RH and LH 49" Gutter broom instead of 44" Gutter broom	
2 ½" Male camlocks on fill, hopper & suction hd deluge	
After-water pump filter like M6 & Y-Strainer	
Weed sprayer option with 15 gallon tank by SWS	
Hydraulic drop down screens	
Switch large mirrors to top	
Fabricate cup holder	
Inspection trip to Factory for One Person	

Description	Amount
Training at Factory for 2 Mechanics/Operators	
Extra hydraulic filter for break in period	
One Year / 1200 Hours Warranty on sweeper	
Dealer pre-delivery inspection and local delivery	
Delivery to customer location	
Sourcewell CONTRACT PRICE	$312,605.00
TOTAL PRICE FOR TWO UNITS	$625,210.00

Vendor/Contract Holder:
SCHWARZE INDUSTRIES 1055 JORDAN ROAD HUNTSVILLE, AL 35811
Contact: M.J. DuBois Email: SOURCEWELL@SCHWARZE.COM
Phone: 410-924-1004

KENWORTH SALES COMPANY - SPOKANE (T056)
6420 EAST BROADWAY
SPOKANE, Washington 99212

SWS EQUIPMENT
PO BOX 13040
SPOKANE, Washington 99213
United States of America

Shane Petersen
Cell Phone:
Office Phone: 509-534-2643
Email: spetersen@kwsco.com

PHIL DAVISON

Vehicle Summary

Unit

Model:	K3 Series Medium Duty COE
Type:	FULL TRUCK
Description 1:	SWS EQUIPMENT
Description 2:	Clone of Chassis 582709 K3 Series Medium Duty COE

Application

Intended Serv.:	Local pickup & delivery: Vehicles which
Commodity:	Other minerals.

Body

Type:	Van.
Length (ft):	17
Height (ft):	0
Max Laden Weight (lbs):	3000

Trailer

No. of Trailer Axles:	0
Type:	
Length (ft):	0
Height (ft):	0
Kingpin Inset (in):	0
Corner Radius (in):	0

Restrictions

Length (ft):	75
Width (in):	102
Height (ft):	13.5

Chassis

Fr Axle Load (lbs):	12000
Rr Axle Load (lbs):	21000
G.C.W. (lbs):	33000

Road Conditions:

Class A (Highway)	90
Class B (Hwy/Mtn)	10
Class C (Off-Hwy)	0
Class D (Off-Road)	0
Maximum Grade:	6
Wheelbase (in):	158
Overhang (in):	72
Fr Axle to BOC (in):	11
Cab to Axle (in):	147
Cab to EOF (in):	219
Overall Comb. Length (in):	282.2

Special Req.

California Registry

Approved by: _____ **Date:** _____

Note: All sales are F.O.B. designated plant of manufacture.

Sales Code	Std/ Opt	Description	$ List	Weight
Model				
0000301	S	**K3 Series Medium Duty COE**	91,103	**9,850**
0070017	O	**K370 Class 7 Medium Duty COE**	0	**0**
0070912	O	**LFNA, EURO 6, RHD, HI-HP, US REGISTRY**	0	**0**
0080050	O	**CARB Idle Emissions Reduction Feature for PX-7** and PX-9	90	**0**
0090106	O	**K370 Right Hand Drive W/ Clear Frame Rail Package**	0	**0**
Engine & Equipment				
0130101	S	**PX-7 220 220@2400 520@1600, 2021** With Turbo Exhaust Brake (VGT Brake). N09200 C399 120...Standard Maximum Speed Limit N09260 C121 64....Max Vehicle Speed in Top Gea N09440 C234 NO....Engine Protection Shtdwn N09460 C231 NO....Gear Down Protection N09580 C133 5.....Idle Shtdwn Time N09680 C233 NO....Idle Shtdwn Override N09480 C132 1400..Max PTO Speed N09300 C128 64....Max Cruise Control Speed N09500 C239 NO....Cruise Control Auto Resume N09520 C238 NO....Auto Engine Brake in Cruise N09780 C190 80....High Ambient Temperature Thr N09740 C188 40....Low Ambient Temperature Thre N09720 C382 YES...Enable Hot Ambient Automatic N09600 C396 YES...Enable Impending Shutdown Wa N09620 C397 60....Timer For Impending Shutdown N09560 C225 YES...Enable Idle Shutdown Park Br N09420 C333 0.....Reserve Speed Limit Offset (N09380 C334 0.....Maximum Cycle Distance (N202 N09360 C400 252...Reserve Speed Function Reset N09400 C401 10....Maximum Active Distance (N20 N09220 C402 0.....Expiration Distance (N207) N09540 C395 0.....Expiration Distance (N209) N09760 C189 60....Intermediate Ambient Tempera N09640 C206 35....Engine Load Threshold	0	**0**
1000151	S	**PremierSpec**	0	**0**
1000243	S	**Gearing Analysis: Performance** power before economy results.	0	**0**
1000245	O	**Customer's Typical Operating Spd: 50 MPH.**	0	**0**
1002060	S	**Air compressor: Cummins 18.7 CFM For Cummins And** PACCAR PX engines.	0	**0**
1030300	S	**Air cleaner - Fender Mtd RH BOC**	0	**0**

Sales Code	Std/ Opt	Description	$ List	Weight
1096055	S	**Air Intake: High**	0	**0**
1121171	S	**Cooling Module**	0	**0**
1247246	O	**EXH: 2021 Single RH BOC Inboard Compact Vertical** DPF/SCR, Requires code 6491001	2,292	**0**
1290002	O	**Tailpipe: 4 in. Single, 18 in. with curved tip**	42	**0**
1321109	S	**Fuel Filter:PACCAR Standard Service Interval** Fuel/Water Separator. 2017 and Later Emissions	0	**0**
1321200	S	**Run Aid:None** *For Fuel Filter	0	**0**
1321305	O	**Start Aid:12V Heat** *For Fuel Filter	65	**1**
1504041	O	**Immersion Type Pre-Heater 110-120V**	117	**0**
1816161	S	**Alternator: SEG 160 amp, brush type** only. Formerly Bosch.	0	**0**
1821225	S	**Batteries: 2 PACCAR GP31 threaded post (1000)** 2000 CCA starting.	0	**0**
1832052	S	**Starter: Delco 12V 29MT**	0	**0**
1840051	S	**Battery Disconnect Switch: 1 Battery box locking**	0	**0**
Transmission & Clutch				
2010860	O	**Transmission: Allison 2500RDS 6-speed** w/PTO drive gear. 5th Gen controls. Includes heat exchanger. Rugged Duty Series for vocational applications. Transynd transmission fluid is standard on all Allison 1000, 2000, 3000 & 4000 series transmissions.	505	**0**
2406419	S	**Driveline: 2 Dana SPL100 1 centerbearing** light duty.	0	**0**
2410018	S	**Torque converter included w/Allison** Transmission.	0	**0**
2410311	O	**Decline Allison Neutral at Stop Stand-Alone**	0	**0**
2410320	O	**Allison Fuel Sense 2.0: Basic**	578	**0**
Front Axle & Equipment				
2502012	O	**Dana Spicer D-1201IL Front Axle rated 12K** 3-1/2in. drop. Use with Air Disc Brakes Only.	-41	**-36**
2603006	S	**Front brakes included w/ front hub package.**	0	**0**
2703042	O	**12000 lb. Air Brake Pkg Includes Air Disc Brakes,** Rotors, and Iron 10-bolt Hub Pilot Hubs. For use with 22.5 inch wheels.	507	**10**
2883012	S	**12,000 lb. front spring suspension with shock** absorbers	0	**0**
2899031	S	**12,000 lb. capacity single power steering gear**	0	**0**

Sales Code	Std/ Opt	Description	$ List	Weight
Rear Axle & Equipment				
3031094	S	**Single Dana Spicer P22060S single reduction rear** axle. T300/K300: use with/air brakes. Single rear axle 22K capacity rated at 21K.	-343	**0**
3200717	O	**Rear Axle Ratio - 7.17.**	0	**0**
3300000	S	**Single rear brakes included w/rear hub package.**	0	**0**
3403720	S	**21,000 lb. Air Brake Package includes 16.5x7 in.** brakes, cast drums, iron 10-Bolt hub pilot hubs, slack adjusters & oil seals for use with 22.5 wheels.	0	**0**
3480001	S	**Spring brakes**	0	**0**
3490047	O	**Dustshields for drum brakes: all rear axles.**	101	**11**
3495202	O	**Wabco Electronic Brake System (EBS)** w/anti-lock system. 4S/4M *Front Wheel+2 GRP Rear Wheel. K270/K370 only.With Antilock Traction Control.	0	**0**
3636421	S	**Rear suspension: single Reyco 79KB taperleaf 21K.** Medium-duty. Unladen Height: 9 in. Laden Height: 7.5 in. Not rear air disc brake compatible.	0	**0**
Tires & Wheels				
4079058	S	**Front tires: Bridgestone R268 Ecopia 11R22.5** 14PR. 41.5 in. diameter, all position. F-side wall protector bar. 19.3 in. SLR. Smartway certified.	0	**0**
4279058	O	**Rear Tires: Bridgestone R268 Ecopia 11R22.5 14PR** 41.5 in. diameter, all position. F-side wall protector bar. 19.3 in. SLR. Smartway certified. Code is priced per pair of tires.	-138	**0**
4900004	O	**Rear Tire Quantity: 4**	0	**0**
5042289	S	**Front Wheel: Accuride 51487 22.5x8.25 steel** Steel Armor[TM] powder coat, hub-pilot mount. 7400lb. maximum rating. 5-hand hole. Air disc brake compatible.	0	**0**
5242389	S	**Rear Wheel: Accuride 51487 22.5x8.25 steel** Steel Armor[TM] powder coat, hub-pilot mount. 7400lb. maximum rating. 5-hand hole. Air disc brake compatible. Code is priced per pair of wheels.	0	**0**
5853906	O	**Powder coat white steel wheel. Use in conjunction** with front, dual front, rear, spare or lift axle wheel code(s). All wheels on chassis must have same finish color.	0	**0**
5900004	O	**Rear Wheel/Rim Quantity: 4**	0	**0**
Frame & Equipment				
6010175	S	**Frame Rail: 10-1/4 x 1/4 in. steel to 414 in.** The results of the engineering review may result in a change to the requested frame rail. If a change is required Kenworth Application Engineering will advise the dealer of the appropriate material specification for a substitute rail.	0	**-38**

Sales Code	Std/ Opt	Description	$ List	Weight
6090158	O	**158 inch wheelbase.**	0	**0**
6301210	S	**Bumper: Steel painted gray.**	0	**0**
6319522	S	**52.2 inch Bumper Setting. Requires bumper code.**	0	**0**
6397013	O	**Threaded bolts replacing huck bolts for** all frame components back of cab to forward rear suspension bracket.	208	**0**
6400611	O	**Battery box: Aluminum Vertical BOC above the** rails. For use with Clear Rail Frame Package.	316	**43**
6409911	O	**Battery box location: BOC above the rails.** For use with Clear Rail Frame Package.	0	**0**
6491001	O	**Clear rail frame package**	17,164	**0**
6742020	S	**Square End-of-Frame without crossmember.**	0	**0**
Fuel Tanks & Equip				
7134045	S	**Fuel Tank: 45 US gallon rectangular steel** BOC replace.	0	**0**
7722152	S	**Rectangular DEF tank.** The tank will be located just forward of the under cab component on the side you specified. Standard capacity is calculated by fuel capacity of the vehicle and will accommodate two diesel fill-ups for every DEF fill-up. For 1:1 DEF fuel fill ratio, add 7889204.	0	**0**
7889609	O	**DEF tank location is mounted LH BOC raised.**	0	**0**
7940045	S	**Location: 45 gal fuel tank LH behind cab.**	0	**0**
Cab & Equipment				
8009306	O	**Steel Cab: Non-sleeper, 63.4in BBC, Right hand** drive. COE with the following: Daycab rear window with tinted safety glass throughout, Electric windshield wipers with intermittent feature, Electric-Powered LH & RH window lifts with switch located on door pad, Heated driving mirrors LH and RH with convex mirror over LH door, High level grey interior trim, Rubber floor mats, Combo fresh air heater and air conditioner, Smartwheel - 18 in. black four-spoke soft touch steering wheel with adjustable tilt steering column, Electric horn, 12V Cigar lighter with ash tray, Driver and Passenger seats, Console mounted push button transmission controls and backwall storage. Includes WABCO EBS.	304	**0**
8110801	S	**Heater And Air Conditioner**	0	**0**
8205123	O	**Switch & Wiring for Customer-Installed PTO.** Electric over hydraulic PTO. Includes switch guard. Wiring is routed to LH frame for connection to the customer installed PTO. No air controls are provided with this code.	209	**0**
8240621	S	**Dual Scale Speedometer MPH Over KPH**	0	**0**

Sales Code	Std/ Opt	Description	$ List	Weight
		Includes: Speedometer with clock and outside air temperature display, Water Temperature Gauge, Fuel Level Gauge, Dual Air Pressure Gauges, DEF Level Gauge, and Visual & Audible System Warnings		
8323301	S	**Interior: Gray**	0	**0**
8412081	S	**Drivers Seat: Sears C2 Air, High Back Fabric**	0	**0**
8462796	O	**Rd Seat: Sears C2 Air, HB Fabric**	107	**-34**
8601432	S	**Kenworth Radio DEA710 AM/FM/WB/USB, Bluetooth**	0	**0**
8867303	S	**Dual Heated and Motorized Mirrors. Includes 2** convex mirrors and 1 downward looking mirror on passenger side.	0	**0**
8871438	O	**Rear Cab Stationary Window 17 in. x 36 in.**	0	**0**
Lights & Instruments				
9010801	S	**Headlamps: Halogen Projector Low Beam, Halogen** Complex Reflector High Beam	0	**0**
9039011	O	**Turn Signal**	0	**0**
9048003	S	**External Lights – Fog / Driving Lights**	0	**0**
9070138	S	**Combination Stop, Tail, Turn & Backup Lights RH** & LH.	0	**0**
9090000	S	**Daytime Running Lamps.**	0	**0**
9090126	O	**Electric Backup Alarm: Meets SAE J994 & OSHA** requirements.	104	**0**
Air Equipment				
9100018	S	**Air Dryer: WABCO SS1200 Plus** without Multi Port PPV	0	**0**
9140290	O	**Air tanks: mounted inside frame flanges** where possible.	314	**0**
Extended Warranty				
9200007	O	**Base Warranty - PACCAR PX-7 Engine** 36 months / Unlimited miles & km / Unlimited hours.	0	**0**
9200022	S	**Base Warranty - Standard Service Medium Duty** 12 months / Unlimited miles & km	0	**0**
Miscellaneous				
9409852	O	**GHG Secondary Manufacturer: Does Not Apply**	0	**0**
Promotions				
9510664	U	**2021 FULL YEAR FCA - MD** *Narr 2021 FULL YEAR FCA - MD*	0	**0**

Sales Code	Std/ Opt	Description	$ List	Weight
Paint				
9700000	O	**Paint color number(s).** N9702 A - M8870 ICE WHITE DAF (RVI 00389) N9720 FRAME N0001 BLACK	0	**0**
9700432	S	**K270/K370 Paint Color M8870 Ice White**	0	**0**
9944820	S	**1 - Color Paint - Day Cab** Color will be White if no other color is specified.	0	**0**

Order Comments

Total List Price (W/O Freight & Warranty & Surcharges)	$113,604
Marketing and Service Support Fee	$440
Prepaid Freight	$2,625
Total Surcharge/Options Not Subject To Discount	$0
Total Weight	9,807

Prices and Specifications Subject to Change Without Notice.

Unpublished options may require review/approval.
Dimensional and performance data for unpublished options may vary from that displayed in CRM.

PRICING DISCLAIMER

While we make every effort to maintain the web site to preserve pricing accuracy, prices are subject to change without notice. Although the information in this price list is presented in good faith and believed to be correct at the time of printing, we make no representations or warranties as to the completeness or accuracy of this information. We reserve the right to change, delete or otherwise modify the pricing information which is represented herein without any prior notice. We carefully check pricing specifications, but occasionally errors can occur, therefore we reserve the right to change such prices without notice. We disclaim all liability for any errors or omissions in the materials. In no event will we be responsible for any damages of any nature whatsoever from the reliance upon information from these materials. Please check your order prebills to confirm your pricing information

Shipping Destinations

Intermediate Destination: PDI

Final Destinations	Quantity
SCHWARZE INDUSTRIES 1055 JORDAN ROAD HUNTSVILLE, Alabama 35811	2

1055 Jordan Road
Huntsville, AL 35811

800-879-7933
www.schwarze.com

CUSTOMER PO TO DEALER AUTHORIZATION LETTER

Date February 15, 2021

To: City of Kennewick
Kennewick, Washington

RE: DEALER AUTHORIZATION TO RECEIVE SOURCEWELL MEMBER PO

To Whom It May Concern,

We authorize your local dealer, SWS Equipment to receive a Purchase Order from you for the purchase of two Schwarze sweepers model A9 Monsoon quoted to you on 02/15/2021 according to the terms of our Sourcewell Contract Number 122017-SWZ. This letter is for a one time authorized assignment of Contract Number 122017-SWZ, and cannot be duplicated on future orders, or quotations without specific written consent of Schwarze Industries, Inc. Please provide us a copy of your purchase order for our records. You may email the Purchase Order to sourcewell@schwarze.com

Should you have any further questions or concerns, please do not hesitate to contact me.

Sincerely,

M.J. DuBois

MJ DuBois
Contract Administrator

Council Agenda Coversheet

Agenda Item Number	3.k.	Council Date	03/02/2021
Agenda Item Type	Contract/Agreement/Lease		
Subject	Mass Vaccination Site Contract		
Ordinance/Reso #		Contract #	
Project #		Permit #	
Department	Finance		

Consent Agenda [x]
Ordinance/Reso [ ]
Public Mtg / Hrg [ ]
Other [ ]
Quasi-Judicial [ ]

Recommendation

That City Council authorize the City Manager to negotiate and sign a contract with the Washington State Department of Health for reimbursement of costs incurred by Kennewick for the Benton/Franklin COVID-19 Mass Vaccination site.

Motion for Consideration

I move to authorize the City Manager to negotiate and sign a contract with the Washington State Department of Health for reimbursement of costs incurred by Kennewick for the Benton/Franklin COVID-19 Mass Vaccination site.

Summary

On January 18, 2021, Washington State Governor Inslee directed the Washington State Department of Health to open four COVID-19 mass vaccination sites across the State by January 25, 2021, to include a site at the Benton Fairgrounds in Kennewick. The Washington State Department of Health (DOH) requested a local Incident Management Team (IMT) consisting of personnel from several agencies including Kennewick, to assist in opening the site in Kennewick. It was recognized that upfront costs associated with this effort, which were paid by the participating agencies, would be reimbursed by the State at a later date. Subsequent to the site opening, DOH also issued a delegation of authority for the site extending the IMT's oversight and authority to operate the facility through April 4, 2021.

To date, Kennewick has incurred significant costs associated with setting up the Mass Vaccination site in Kennewick and its ongoing operations, including personnel, contracted services, and supplies. In order for DOH to reimburse the City for these costs, an agreement between DOH and the City of Kennewick similar to the draft agreement attached to this cover sheet must be negotiated. Several details within the attached draft agreement, including a not to exceed reimbursement limit, remain to be finalized. However, should the final version of the contract differ significantly, staff will provide an update to City Council.

Alternatives

None recommended.

Fiscal Impact

In order to receive reimbursement for the City of Kennewick's costs associated with setting up and operating the Benton/Franklin Mass Vaccination site at the Benton Fairgrounds, an interagency agreement will have to be finalized with DOH. The City has incurred significant costs to date including personnel, traffic control, and materials associated with this project.

Through	
Dept Head Approval	Dan Legard Feb 24, 15:38:29 GMT-0800 2021
City Mgr Approval	Marie Mosley Feb 26, 13:56:57 GMT-0800 2021

Attachments: Draft Agreement
DOA_1-23-21

[ ] **Recording Required?**

CONTRACT NUMBER:	SUBRECIPIENT * ☐YES ☒NO
	FFATA FORM REQUIRED ☐YES ☒NO

INTERAGENCY AGREEMENT
Between
STATE OF WASHINGTON
DEPARTMENT OF HEALTH
And

THIS AGREEMENT is made by and between the State of Washington Department of Health, hereinafter referred to as DOH, and the City of Kennewick, hereinafter referred to as Contractor pursuant to the authority granted by Chapter 39.34 RCW.

PURPOSE: Reimbursement for costs incurred related to the administration of the Benton/Franklin Counties COVID-19 Vaccination Site located at the Benton County Fairgrounds in Kennewick, Washington.

THEREFORE, IT IS MUTUALLY AGREED THAT: In consideration of the Contractor's administration of the COVID-19 Vaccination site, pursuant to this agreement, for Benton and Franklin counties under control and authority of the Benton and Franklin Health Department, a subsidiary of the Washington State Department of Health, that the Contractor shall be reimbursed, pursuant to RCW 39.34.130, for all reimbursable costs associated with establishing and operating the Benton and Franklin Counties COVID-19 Vaccination site at the Benton County Fairgrounds at 1500 Oak Street, Kennewick, WA.

STATEMENT OF WORK AND BUDGET: The Contractor shall furnish the necessary personnel, equipment, material and/or services and otherwise do all things necessary for or incidental to the performance of the work set forth in Exhibit A, attached hereto and incorporated herein.

PERIOD OF PERFORMANCE: Subject to its other provisions, the period of performance of this Agreement shall commence on and be completed on , unless terminated sooner as provided herein. Any work done outside of the period of performance shall be provided at no cost to DOH.

FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA): If checked above, this Agreement is supported by federal funds that require compliance with the Federal Funding Accountability and Transparency Act (FFATA or the Transparency Act). The purpose of the Transparency Act is to make information available online so the public can see how federal funds are spent.

To comply with the act and be eligible to enter into this Agreement, your organization must have a Data Universal Numbering System (DUNS®) number. A DUNS® number provides a method to verify data about your organization. If you do not already have one, you may receive a DUNS® number free of charge by contacting Dun and Bradstreet at www.dnb.com.

Information about your organization and this Agreement will be made available on www.USASpending.gov by DOH as required by P.L. 109-282. DOH's form, Federal Funding

Accountability and Transparency Act Data Collection Form, is considered part of this Agreement and must be completed and returned along with the Agreement.

PAYMENT: Compensation for the work provided in accordance with this Agreement has been established under the terms of RCW 39.34.130. The parties have estimated that the cost of accomplishing the work herein will not exceed $ in accordance with Exhibit A, attached hereto and incorporated herein. Compensation incudes but is not limited to all taxes, fees, surcharges, etc. Payment will not exceed this amount without a prior written amendment. DOH will authorize payment only upon satisfactory completion and acceptance of deliverables and for allowable costs as outlined in the statement of work and/or budget.

Source of Funds:

Federal:	State:	Other:	TOTAL:

Contractor agrees to comply with applicable rules and regulations associated with these funds.

BILLING PROCEDURE: Payment to the Contractor for approved and completed work will be made by warrant or account transfer by DOH within 30 days of receipt of the invoice. Upon expiration of the Agreement, any claim for payment not already made shall be submitted within 60 days after the expiration date or the end of the fiscal year, whichever is earlier.

AGREEMENT ALTERATIONS AND AMENDMENTS: This Agreement may be amended by mutual agreement of the parties. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind each of the parties.

ASSIGNMENT: The work to be provided under this Agreement, and any claim arising thereunder, is not assignable or delegable by either party in whole or in part, without the express prior written consent of the other party, which consent shall not be unreasonably withheld.

CONFIDENTIALITY/SAFEGUARDING OF INFORMATION: The use or disclosure by any party of any information concerning a client obtained in providing service under this Agreement shall be subject to Chapter 42.56 RCW and Chapter 70.02 RCW, as well as any other applicable Federal and State statutes and regulations.

Any unauthorized access or use of confidential information must be reported to the DOH IT Security Officer at security@doh.wa.gov. The notification must be made in the most expedient time possible (usually within one business day) and without unreasonable delay, consistent with the legitimate needs of law enforcement, or any measures necessary to determine the scope of the breach and restore the reasonable integrity of the data system.

CONTRACT MANAGEMENT: The contract manager for each of the parties shall be responsible for and shall be the contact person for all communications and billings regarding the performance of this agreement.

The Contract Manager for DOH is:		The Contract Manager for the Contractor is:	
Name:		Name:	Marie Mosley
Office:		Title:	City Manager
Agency:	Department of Health	Agency:	City of Kennewick
Address:	PO Box 4	Address:	210 W. 6th Avenue

City, State, Zip:	Olympia, WA 98504-	City, State, Zip:	Kennewick, WA 99336
Phone:	( )	Phone:	509-585-4251

DISPUTES: In the event that a dispute arises under this Agreement, it shall be determined by a Dispute Board in the following manner: Each party to this agreement shall appoint one member to the Dispute Board. The members so appointed shall jointly appoint an additional member to the Dispute Board. The Dispute Board shall review the facts, Agreement terms and applicable statutes and rules and make a determination of the dispute. The determination of the Dispute Board shall be final and binding on the parties hereto. As an alternative to this process, either of the parties may request intervention by the Governor, as provided by RCW 43.17.330, in which event the Governor's process will control.

GOVERNANCE: This Agreement is entered into pursuant to and under the authority granted by the laws of the State of Washington and any applicable federal laws. The provisions of this Agreement shall be construed to conform to those laws.

In the event of an inconsistency in the terms of this Agreement, or between its terms and any applicable statute or rule, the inconsistency shall be resolved by giving precedence in the following order:

A. Federal statutes and regulations
B. State statutes and regulations
C. Agreement amendments
D. The Agreement (in this order)
    1. Special Terms and Conditions (Exhibit C if used)
    2. Primary document (document that includes the signature page)
    3. Statement of Work (Exhibit A)

INDEPENDENT CAPACITY: The employees or agents of each party who are engaged in the performance of this Agreement shall continue to be employees or agents of that party and shall not be considered for any purpose to be employees or agents of the other party.

PRIVACY: Personal information collected, used or acquired in connection with this Agreement shall be used solely for the purposes of this Agreement. Contractor and its subcontractors agree not to release, divulge, publish, transfer, sell or otherwise make known to unauthorized persons personal information without the express written consent of the agency or as provided by law. Contractor agrees to implement physical, electronic and managerial safeguards to prevent unauthorized access to personal information.

DOH reserves the right to monitor, audit or investigate the use of personal information collected, used or acquired by the Contractor through this Agreement. The monitoring, auditing, or investigating may include but is not limited to "salting" by DOH. Contractor shall certify the return or destruction of all personal information upon expiration of this Agreement. Salting is the act of placing a record containing unique but false information in a database that can be used later to identify inappropriate disclosure of data contained in the database.

Any breach of this provision may result in termination of the Agreement and the demand for return of all personal information. The contractor agrees to indemnify and hold harmless DOH for any damages related to the Contractor's unauthorized use of personal information.

RECORDS MAINTENANCE: The parties to this Agreement shall each maintain books, records, documents and other evidence which sufficiently and properly reflect all direct and indirect costs expended

by either party in the performance of the services described herein. These records shall be subject to inspection, review or audit by personnel of both parties, other personnel duly authorized by either party, the Office of the State Auditor, and federal officials so authorized by law. All books, records, documents, and other material relevant to this Agreement will be retained for six years after expiration and the Office of the State Auditor, federal auditors, and any persons duly authorized by the parties shall have full access and the right to examine any of these materials during this period.

Records and other documents, in any medium, furnished by one party to this Agreement to the other party, will remain the property of the furnishing party, unless otherwise agreed. The receiving party will not disclose or make available this material to any third parties without first giving notice to the furnishing party and giving it a reasonable opportunity to respond. Each party will utilize reasonable security procedures and protections to assure that records and documents provided by the other party are not erroneously disclosed to third parties.

RIGHTS IN DATA: Unless otherwise provided, data, which originates from this Agreement shall be "works for hire" as defined by the U.S. Copyright Act of 1976 and shall be owned by DOH. Data shall include, but not be limited to, reports, documents, pamphlets, advertisements, books magazines, surveys, studies, computer programs, films, tapes, and/or sound reproductions. Ownership includes the right to copyright, patent, register, and the ability to transfer these rights.

SECURITY OF INFORMATION – Unless otherwise specifically authorized by the DOH IT Security Officer, Contractor receiving confidential information under this contract assures that:

- It is compliant with the applicable provisions of the Washington State Office of the Chief Information Officer (OCIO) policy 141, Securing Information Technology Assets, available at: https://ocio.wa.gov/policy/securing-information-technology-assets.
- It will provide DOH copies of its IT security policies, practices and procedures upon the request of the DOH Chief Information Security Officer.
- DOH may at any time conduct an audit of the Contractor's security practices and/or infrastructure to assure compliance with the security requirements of this contract.
- It has implemented physical, electronic and administrative safeguards that are consistent with OCIO security standard 141.10 and ISB IT guidelines to prevent unauthorized access, use, modification or disclosure of DOH Confidential Information in any form. This includes, but is not limited to, restricting access to specifically authorized individuals and services through the use of:

    - Documented access authorization and change control procedures;
    - Card key systems that restrict, monitor and log access;
    - Locked racks for the storage of servers that contain Confidential Information or use AES encryption (key lengths of 256 bits or greater) to protect confidential data at rest, standard algorithms validated by the National Institute of Standards and Technology (NIST) Cryptographic Algorithm Validation Program (CMVP);
    - Documented patch management practices that assure all network systems are running critical security updates within 6 days of release when the exploit is in the wild, and within 30 days of release for all others;
    - Documented anti-virus strategies that assure all systems are running the most current anti-virus signatures within 1 day of release;
    - Complex passwords that are systematically enforced and password expiration not to exceed 120 days, dependent user authentication types as defined in OCIO security standards;
    - Strong multi-factor authentication mechanisms that assure the identity of individuals who access Confidential Information;

- Account lock-out after 5 failed authentication attempts for a minimum of 15 minutes, or for Confidential Information, until administrator reset;
- AES encryption (using key lengths 128 bits or greater) session for all data transmissions, standard algorithms validated by NIST CMVP;
- Firewall rules and network address translation that isolate database servers from web servers and public networks;
- Regular review of firewall rules and configurations to assure compliance with authorization and change control procedures;
- Log management and intrusion detection/prevention systems;
- A documented and tested incident response plan

Any breach of this clause may result in termination of the contract and the demand for return of all personal information.

SEVERABILITY: If any provision of this Agreement or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this Agreement which can be given effect without the invalid provision, if such remainder conforms to the requirements of applicable law and the fundamental purpose of this Agreement, and to this end the provisions of this Agreement are declared to be severable.

SUBCONTRACTING: Neither the Contractor, nor any subcontractors, shall enter into subcontracts for any of the work contemplated under this agreement without prior written approval of DOH. In no event shall the existence of the sub operate to release or reduce the liability of the Contractor to DOH for any breach in the performance of the contractor's duties. This clause does not include contracts of employment between the contractor and personnel assigned to work under this Agreement.

Additionally, the Contractor is responsible for ensuring that all terms, conditions, assurances and certifications set forth in this Agreement are carried forward to any subcontracts. Contractor and its subcontractors agree not to release, divulge, publish, transfer, sell or otherwise make known to unauthorized persons personal information without the express written consent of DOH or as provided by law.

If, at any time during the progress of the work, DOH determines in its sole judgment that any subcontractor is incompetent, DOH shall notify the Contractor, and the Contractor shall take immediate steps to terminate the subcontractor's involvement in the work. The rejection or approval by DOH of any subcontractor or the termination of a subcontractor shall not relieve the Contractor of any of its responsibilities under the Agreement, nor be the basis for additional charges to DOH.

SUSPENSION OF PERFORMANCE AND RESUMPTION OF PERFORMANCE: In the event contract funding from State, Federal, or other sources is withdrawn, reduced, or limited in any way after the effective date of this Agreement and prior to normal completion, DOH may give notice to Contractor to suspend performance as an alternative to termination. DOH may elect to give written notice to Contractor to suspend performance when DOH determines that there is a reasonable likelihood that the funding insufficiency may be resolved in a timeframe that would allow performance to be resumed prior to the end date of this Agreement. Notice may include notice by facsimile or email to Contractor's representative. Contractor shall suspend performance on the date stated in the written notice to suspend. During the period of suspension of performance each party may inform the other of any conditions that may reasonably affect the potential for resumption of performance.

When DOH determines that the funding insufficiency is resolved, DOH may give Contractor written notice to resume performance and a proposed date to resume performance. Upon receipt of written notice to resume performance, Contractor will give written notice to DOH as to whether it can resume performance,

and, if so, the date upon which it agrees to resume performance. If Contractor gives notice to DOH that it cannot resume performance, the parties agree that the Agreement will be terminated retroactive to the original date of termination. If the date Contractor gives notice it can resume performance is not acceptable to DOH, the parties agree to discuss an alternative acceptable date. If an alternative date is not acceptable to DOH, the parties agree that the Agreement will be terminated retroactive to the original date of termination.

TERMINATION: Either party may terminate this Agreement upon 30 days prior written notification to the other party. If this Agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.

TERMINATION FOR CAUSE: If for any cause, either party does not fulfill in a timely and proper manner its obligations under this Agreement, or if either party violates any of these terms and conditions, the aggrieved party will give the other party written notice of such failure or violation. The responsible party will be given the opportunity to correct the violation or failure within 15 working days. If the failure or violation is not corrected, this Agreement may be terminated immediately by written notice of the aggrieved party to the other.

WAIVER: A failure by either party to exercise its rights under this Agreement shall not preclude that party from subsequent exercise of such rights and shall not constitute a waiver of any other rights under this Agreement unless stated to be such in a writing signed by an authorized representative of the party and attached to the original Agreement.

ALL WRITINGS CONTAINED HEREIN: This Agreement contains all the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the parties hereto.

IN WITNESS WHEREOF, the parties have executed this Agreement.

CONTRACTOR SIGNATURE	DATE
PRINT OR TYPE NAME	TITLE
DOH CONTRACTING OFFICER SIGNATURE	**DATE**

This contract has been approved as to form by the attorney general.

STATEMENT OF WORK
DOH Contract Number XXXXX

Delegation of Authority

COVID-19 Mass Vaccination Site Incident Command

Initial Delegation – January 22, 2021

The Washington State, Department of Health (WA DOH) delegates to the Southeast Washington All Hazard Type 3 Incident Management Team (SEWAIMT3) the authority to provide Incident Command for the 2019 Novel Coronavirus (COVID-19) Benton County public health mass vaccination site for WA DOH. This delegation of Authority agreement operates under the guidance of the *All Hazard Master Mutual Aid Agreement Between Jurisdictions, Agencies, Non-Governmental Groups, and Private Industries Within Benton & Franklin Counties.*

Assumptions

This delegation occurs with these assumptions:

- This incident is very dynamic in nature with many unknowns
- A declared public health emergency exists
- There is a very high likelihood of a surge of citizens seeking COVID-19 vaccinations within Benton and Franklin Counties
- This incident will require a prolonged response with varying intensities as well as a prolonged recovery period.
- It is beneficial to provide on-the-job training opportunities in public health response functions to IMT members trained in incident management
- Due to the dynamic nature of this incident, there is a high likelihood that this Delegation of Authority will require multiple modifications.
- Management of this incident will follow the guidelines established in National Incident Management System (NIMS).

Definitions

LOCAL HEALTH OFFICER – Physician with the statutory responsibility to protect the health of the community and manage healthcare resources during public health emergencies.

WA DOH IMT INCIDENT COMMANDER – The person whom under the direct authority of the State of Washington Secretary of Health, is responsible for all aspects of the DOH Public Health response to COVID; including quickly developing incident objectives, managing all incident operations, application of resources as well as responsibility for all persons involved.

INCIDENT MANAGEMENT TEAM – Southeast Washington All Hazard Type 3 Incident Management Team (SEWAIMT3) members trained in Incident Command, providing incident command structure, for the purpose of managing the mass vaccination point-of-distribution operations in Kennewick, Washington.

Authorities and Responsibilities:

<u>Local Health Officer</u>

Responsible for and Authority to:

- Issue Health Officer Directives and Orders
- Provide recommendations for health care providers and entities

WA Department of Health IMT Incident Commander

Responsible for:

- All aspects of the DOH Public Health response to COVID; including quickly developing incident objectives, managing all incident operations, application of resources as well as responsibility for all persons involved.

Incident Management Team

Responsible for:

- Providing for the safety of persons in Benton and Franklin County and all responders assigned to the incident
- Developing and maintaining communication with internal and external stakeholders as it relates to the mass vaccination point of distribution operations
- Providing an environment where all response agencies are respected, and valued for their unique and important contributions to the mission
- Managing the site operations in the most efficient and cost effective manner commensurate with established standards and guidelines
- Coordinate with the Washington State Department of Health, Benton-Franklin Health District, Benton and Franklin County Emergency Operations/Coordination Centers, and other partners

Authority to:

- Manage the operations of the mass vaccination site within the framework of law (Federal, State, and local); city and agency policies of the responding resources, and the response plans of Benton-Franklin Health District and the Washington State Department of Health
- Establish an Incident Command for the Benton County COVID-19 Mass Vaccination Site.
  This Incident Command:
  - Sets the overall strategies and priorities for site operations
  - Obtains and allocates critical resources according to the response priorities
  - Ensures that the site is properly managed
  - Ensures that objectives are met
  - Ensures that strategies are followed

Requirements of the Incident Management Team:

- Command Staff will include the Local Health Officer or her designee as a Medical/Technical Advisor
- Expenditures shall be run through the WA State Department of Health Finance Section Chief (doh-fsc@doh.wa.gov)
- Immediately notify the BFHD representative, or BFHD Safety Officer of any response worker's possible exposure, illness, injury, death, hospitalization, or sever disability.
- Submit Incident Action Plans to the Washington State DOH Incident Management Team Planning Section Chief (doh-psc@doh.wa.gov), Benton-Franklin Health District Planning Section Chief, and collaborating agencies.

/s/ Andrew M. Rose — 1/22/2021

Washington State Department of Health — <date>

Andrew M. Rose – COVID-19 Incident Commander

Robert W Gear

Southeast Washington All Hazard Type 3
Incident Management Team
Bob Gear - IC

1/23/21
01/23/2021

Initial Incident Management Command and General Staff Team Members
Operational Period Start 1/25/21

Incident Commander - IC
Bob Gear
Pasco Fire Department

Deputy Incident Commander - DIC
Mike Harris
Franklin County Fire Protection District #3

Safety Officer - SOF
Brenda Rodgers
Richland Fire Department

Public Information Officer - PIO
Ben Shearer
Pasco Fire Department

Operations Section Chief - OSC
Mike Barnett
Kennewick Fire Department

Planning Section Chief - PSC
David Winter
College Place Fire Department

Logistics Section Chief - LSC
Michael Hendricks
Pasco Fire Department

Finance Section Chief – FSC
Bob Thompson
Pasco Fire Department

Council Agenda Coversheet

Agenda Item Number	6.a.	Council Date	03/02/2021
Agenda Item Type	Ordinance		
Subject	Parking Moratorium & Regulations		
Ordinance/Reso #	5903	Contract #	
Project #		Permit #	
Department	City Attorney		

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

Recommendation

Staff recommends council hold a public hearing and adopt Ordinance 5903.

Motion for Consideration

I move to adopt Ordinance 5903.

Summary

On January 5, 2021, in anticipation of continued closures and in the interest of helping our local businesses to comply with health and safety standards for temporary outdoor enclosures while reducing the financial burden of permit fees, council adopted several ordinances to address this issue. Ordinance 5890 extended the moratorium on minimum off-street parking requirements for an additional six months. Ordinances 5891 and 5892 adopt an emergency moratorium temporarily suspending permit and inspection fees for temporary outdoor enclosures constructed for restaurant or bar use in commercial zones. After adoption of those ordinances, on January 11, 2021 the Governor issued Proclamation 20-25.12 which adopted a new regional "Healthy Washington-Roadmap to Recovery" Plan which is effective for the duration of the emergency unless further amended. Under this latest proclamation, the state was divided into eight regions, with all eight regions beginning in phase 1; this phase continued to prohibit dine-in service for restaurants and bars. The regions were allowed to move to the less restrictive phase 2 if they met four metrics measured by the Department of Health. Benton and Franklin Counties were grouped in the South Central Region, and on February 14, 2021 the South Central Region was allowed to move to phase 2. This phase allows for limited dine-in service for restaurants and bars with a max occupancy of 25%. Under the current proclamation the Department of Health will evaluate each region every two weeks and if a region does not meet the metrics required to stay in phase 2 the region will be moved back to phase 1. Until the current proclamation is modified, it is anticipated the dine-in occupancy restrictions will remain in place for the remainder of 2021. State law allows for the extension of an emergency moratorium for a 12-month term as long as a public hearing is held and council adopts findings of fact and a work plan upon conclusion of a public hearing. Ordinance 5903 will extend the moratorium on minimum parking requirements and the interim regulations for a 12 month term.

Alternatives

None.

Fiscal Impact

None.

Through	
Dept Head Approval	Lisa Beaton Feb 24, 12:35:15 GMT-0800 2021
City Mgr Approval	Marie Mosley Feb 26, 14:02:26 GMT-0800 2021

Attachments: Ordinance

☐ **Recording Required?**

CITY OF KENNEWICK
ORDINANCE NO. 5903

AN ORDINANCE IN SUPPORT OF THE CONTINUED EXTENSION OF AN EMERGENCY MORATORIUM ON ENFORCEMENT OF MINIMUM OFF-STREET PARKING REQUIREMENTS FOR CERTAIN RETAIL AND RESTAURANT USES AND RETENTION OF INTERIM REGULATORY CONTROLS; ESTABLISHING AN IMMEDIATE EFFECTIVE DATE

WHEREAS, the City of Kennewick is a non-charter code city; and

WHEREAS, RCW 35A.11.020 declares that the legislative body of each code city shall have all powers possible for a city or town to have under the Constitution of this state, and not specifically denied to code cities by law; and

WHEREAS, on March 13, 2020 President Trump issued a Proclamation Declaring a National State of Emergency concerning COVID-19; and

WHEREAS, on February 29, 2020, Governor Inslee issued Proclamation Number 20-05 declaring a State of Emergency exists in all counties in the state of Washington as a result of the Coronavirus Disease 2019 (COVID-19) outbreak in the United States and confirmed person to person spread of COVID-19 in Washington State; and

WHEREAS, Between February 29, 2020, and the date hereof, Governor Inslee issued several proclamations (20-06 through 20-25, 20-25.1, and 20-25.2 (Stay Home-Stay Healthy) placing numerous restrictions on individuals and businesses in response to the state-wide threat of the spread of COVID-19 virus; and

WHEREAS, on May 4, 2020, Governor Inslee amended and extended the Stay Home, Stay Healthy order through May 31, 2020 and issued Safe Start Washington – A phased Approach to Recovery and the decrease of certain restrictions imposed pursuant to previous proclamations;

WHEREAS, on May 4, 2020 Governor Inslee issued Proclamation 20-25.3 Adjusting and Extending Stay Home, Stay Healthy to May 31, 2020 allowing restaurants and taverns to resume on premise consumption of food and beverages, during Phase 2 of the Safe Start Plan so long as they adopt social distancing measures consistent with the Washington Safe Start re-opening plan, Phase two requirements; and

WHEREAS, Section 5 of Phase 2 Restaurant/Tavern Reopening COVID-19 Requirements issued by the Governor's office on May 11, 2020 further provides that outdoor seating is permissible with appropriate social distancing; and

WHEREAS, outdoor activities, including outdoor restaurant seating, have been determined to be safer and less likely to lead to the spread of COVID-19 than indoor restaurant seating; and

WHEREAS, pursuant to the authority set forth in RCW 35A.11.020 and RCW 38.52 during a state of emergency the procedures and formalities otherwise required by the City by law or ordinance necessary to ensure the health, safety and general welfare of the community may be waived; and

WHEREAS, it is necessary and appropriate to exercise the emergency powers authorized as noted above during a state and local emergency to facilitate and encourage outdoor seating and retail sales areas to make restaurants and retail establishments safer to operate and to promote needed economic and business recovery in the City;

WHEREAS, Washington laws RCW 35A.63.220 and RCW 36.70A.390 allow for the immediate adoption of a moratorium or interim official control without holding a public hearing, so long as the City Council holds a public hearing on the ordinance within sixty (60) days of the date of the adoption of a moratorium; and

WHEREAS, on July 7, 2020 City Council adopted Ordinance 5873 which implemented an emergency moratorium on enforcement of minimum off-street parking requirements for certain restaurant and retail establishments and established Interim controls to allow for limited use of off-street parking for the purposes of outdoor dining and retail uses; and

WHEREAS, as required by RCW 36.70A.390 and RCW 35A.63.220, a public hearing was held on September 1, 2020;

WHEREAS, on September 1, 2020 City Council adopted Ordinance 5878 which retained the emergency moratorium for the six months;

WHEREAS, on December 10, 2020 the Washington State Governor Issued revised Proclamation 20-25.9 Titled “Stay Safe Stay Healthy Rollback of County-by-County Phased Reopening Responding to Covid-19 Outbreak surge” wherein the Governor extended a closure of restaurants and bars, and reduced occupancy for retail until January 4th; and

WHEREAS, due to the rollback of the phase reopening, restaurants and bars have been forced to set up temporary outdoor structures to provide enclosed outdoor seating during winter months in an effort to stay open; and

WHEREAS, On January 11, 2021 the Governor adopted Proclamation 20-25.12 which adopted a new regional “Healthy Washington-Roadmap to Recovery” Plan which is effective for the duration of the emergency unless further amended;

WHEREAS, under this latest Proclamation the state is divided into eight regions and currently contains only two recovery phases, with all eight regions beginning in phase 1 which continued to prohibit dine-in service for restaurants and bars; regions were allowed to move to the less restrictive phase 2 if they met four metrics measured by the Department of Health; and

WHEREAS, Benton and Franklin Counties are grouped in the South Central Region, and on February 14, 2021 the South Central Region was allowed to move to phase 2 which allows for limited dine-in service for restaurants and bars with a max occupancy of 25%; and

WHEREAS, under the current proclamation the Department of Health will evaluate each region every two weeks and if a region does not meet the metrics required to stay in phase 2 the region will be moved back to phase 1; and

WHEREAS, until the current proclamation is modified it is anticipated the dine-in occupancy restrictions will remain in place for the remainder of 2021; and

WHEREAS, state law allows for the extension of an emergency moratorium for a 12 month term as long as a public hearing is held and council adopts findings of fact and a work plan upon conclusion of a public hearing; and

WHEREAS, a public hearing has been held to hear evidence and consider public comment of those wishing to speak regarding the extension of the moratorium and interim control; and

WHEREAS, the City Council has determined that it is in the best interest of the City that the Moratorium suspending minimum off-street parking requirements found in KMC 18.36.050 and .060 for existing restaurant and retail establishments and the Interim Regulations for limited use of Off-Street Parking for existing restaurant and retail businesses in all commercial zones adopted by Ordinance 5873, and retained by Ordinance 5878, and extended by Ordinance 5890 be extended for an additional12 months to afford these businesses limited use of the parking for outdoor operations as permitted under the current state restrictions due to COVID-19; NOW THEREFORE

THE CITY COUNCIL OF THE CITY OF KENNEWICK, WASHINGTON, DO ORDAIN AS FOLLOWS:

Section 1. Recitals Incorporated. The Recitals set forth above are hereby adopted and incorporated as the Findings of Fact and/or Conclusions of Law of the City Council.

Section 2. Moratorium and Interim Regulations Extended. The Moratorium suspending certain City Code requirements related to minimum off-street parking requirements found in KMC 18.36.050 and 18.36.060 and the Interim Regulation established for limited use of off-street parking for existing restaurant and retail establishments located in all commercial zones adopted by Ordinance 5873 on July 7, 2020, retained by Ordinance 5878, and extended by Ordinance 5890, is further extended for twelve (12) months and the work plan attached hereto as "Exhibit A" is hereby adopted in accord with RCW 35A.63.220 and RCW 36.70A.390.

Section 3. Term. The Moratorium and Interim Regulation established for off-street parking for existing restaurant and retail establishments noted in Section 2. shall continue in effect for an additional twelve (12) months, unless repealed, extended or modified by the City Council as authorized by RCW 35A.63.220 and RCW 36.70A.390.

Section 4. Effective Date. This Ordinance shall be in full force and effect upon its passage and signature below.

PASSED BY THE CITY COUNCIL OF THE CITY OF KENNEWICK, WASHINGTON, this 2nd day of March, 2021, and signed in authentication of its passage this 2nd day of March, 2021.

_____
DON BRITAIN, Mayor

Attest:

_____
TERRI L. WRIGHT, City Clerk

ORDINANCE NO. 5903 filed and recorded in the office of the City Clerk of the City of Kennewick, Washington this 3rd day of March, 2021.

Approved as to Form:

_____
LISA BEATON, City Attorney

_____
TERRI L. WRIGHT, City Clerk

DATE OF PUBLICATION_____

Exhibit A

Work Plan Ordinance 5903

1. Review any modifications to Proclamation 20-25.12
2. Review any new guidance published by Department of Health or Labor and Industries regarding dine-in options for restaurants and bars.
3. Review any new legislation adopted during the 2021 session regarding the current state of emergency.
4. Monitor the DOH reporting regarding the phase status of the South Central region.
5. Confer with other jurisdictions regarding similar emergency measures to assist local businesses to reopen.

Council Agenda Coversheet

Agenda Item Number	6.b.(1)	Council Date	03/02/2021
Agenda Item Type	Ordinance		
Subject	Permit/Inspection Fees Moratorium (Building Code)		
Ordinance/Reso #	5904	Contract #	
Project #		Permit #	
Department	City Attorney		

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

Recommendation

Staff recommends council hold a public hearing and adopt Ordinance 5904.

Motion for Consideration

I move to adopt Ordinance 5904.

Summary

On January 5, 2021, in anticipation of continued closures and in the interest of helping our local businesses to comply with health and safety standards for temporary outdoor enclosures while reducing the financial burden of permit fees, council adopted several ordinances to address this issue. Ordinance 5890 extended the moratorium on minimum off-street parking requirements for an additional six months. Ordinances 5891 and 5892 adopt an emergency moratorium temporarily suspending permit and inspection fees for temporary outdoor enclosures constructed for restaurant or bar use in commercial zones. After adoption of those ordinances, on January 11, 2021 the Governor issued Proclamation 20-25.12 which adopted a new regional "Healthy Washington-Roadmap to Recovery" Plan which is effective for the duration of the emergency unless further amended. Under this latest proclamation, the state was divided into eight regions, with all eight regions beginning in phase 1; this phase continued to prohibit dine-in service for restaurants and bars. The regions were allowed to move to the less restrictive phase 2 if they met four metrics measured by the Department of Health. Benton and Franklin Counties were grouped in the South Central Region, and on February 14, 2021 the South Central Region was allowed to move to phase 2. This phase allows for limited dine-in service for restaurants and bars with a max occupancy of 25%. Under the current proclamation the Department of Health will evaluate each region every two weeks and if a region does not meet the metrics required to stay in phase 2 the region will be moved back to phase 1. Until the current proclamation is modified, it is anticipated the dine-in occupancy restrictions will remain in place for the remainder of 2021. State law allows for the extension of an emergency moratorium for a 12-month term as long as a public hearing is held and council adopts findings of fact and a work plan upon conclusion of a public hearing. Ordinance 5904 extends the moratorium on permit and inspection fees for temporary enclosures under the building code for a twelve month term and adopts a work plan.

Alternatives

None.

Fiscal Impact

None.

Through	
Dept Head Approval	Lisa Beaton Feb 24, 12:41:34 GMT-0800 2021
City Mgr Approval	Marie Mosley Feb 26, 14:04:11 GMT-0800 2021

Attachments: Ordinance

☐ **Recording Required?**

CITY OF KENNEWICK
ORDINANCE NO. 5904

AN ORDINANCE IN SUPPORT OF RETAINING AND MODIFYING A MORATORIUM ON ENFORCEMENT OF BUILDING CODE PERMIT AND INSPECTION FEES RELATED TO TEMPORARY OUTDOOR STRUCTURES; ESTABLISHING AN IMMEDIATE EFFECTIVE DATE

WHEREAS, the City of Kennewick is a non-charter code city; and

WHEREAS, RCW 35A.11.020 declares that the legislative body of each code city shall have all powers possible for a city or town to have under the Constitution of this state, and not specifically denied to code cities by law

WHEREAS, on March 13, 2020 President Trump issued a Proclamation Declaring a National State of Emergency concerning COVID-19; and

WHEREAS, on February 29, 2020, Governor Inslee issued Proclamation Number 20-05 declaring a State of Emergency exists in all counties in the state of Washington as a result of the Coronavirus Disease 2019 (COVID-19) outbreak in the United States and confirmed person to person spread of COVID-19 in Washington State; and

WHEREAS, Between February 29, 2020, and the date hereof, Governor Inslee issued several proclamations (20-06 through 20-25, 20-25.1, and 20-25.2 (Stay Home-Stay Healthy) placing numerous restrictions on individuals and businesses in response to the state-wide threat of the spread of COVID-19 virus; and

WHEREAS, on May 4, 2020, Governor Inslee amended and extended the Stay Home, Stay Healthy order through May 31, 2020 and issued Safe Start Washington – A phased Approach to Recovery and the decrease of certain restrictions imposed pursuant to previous proclamations;

WHEREAS, on May 4, 2020 Governor Inslee issued Proclamation 20-25.3 Adjusting and Extending Stay Home, Stay Healthy to May 31, 2020 allowing restaurants and taverns to resume on premise consumption of food and beverages, during Phase 2 of the Safe Start Plan so long as they adopt social distancing measures consistent with the Washington Safe Start re-opening plan, Phase two requirements; and

WHEREAS, Section 5 of Phase 2 Restaurant/Tavern Reopening COVID-19 Requirements issued by the Governor's office on May 11, 2020 further provides that outdoor seating is permissible with appropriate social distancing; and

WHEREAS, outdoor activities, including outdoor restaurant seating, have been determined to be safer and less likely to lead to the spread of COVID-19 than indoor restaurant seating; and

WHEREAS, on December 10, 2020 the Washington State Governor Issued revised Proclamation 20-25.9 Titled "Stay Safe Stay Healthy Rollback of County-by-County Phased Reopening

Responding to Covid-19 Outbreak surge" wherein the Governor continued the closure of restaurants and bars, and reduced occupancy for retail until January 4th; and

WHEREAS, due to the rollback of the phased reopening, restaurants and bars have been forced to set up temporary outdoor structures to provide enclosed outdoor seating during the winter months in an effort to stay open; and

WHEREAS, On January 11, 2021 the Governor issued Proclamation 20-25.12 which adopted a new regional "Healthy Washington-Roadmap to Recovery" Plan which is effective for the duration of the emergency unless further amended; and

WHEREAS, under this latest Proclamation the state is divided into eight regions and currently contains only two recovery phases, with all eight regions beginning in phase 1 which continued to prohibit dine-in service for restaurants and bars; regions were allowed to move to the less restrictive phase 2 if they met four metrics measured by the Department of Health; and

WHEREAS, Benton and Franklin Counties are grouped in the South Central Region, and on February 14, 2021 the South Central Region was allowed to move to phase 2 which allows for limited dine-in service for restaurants and bars with a max occupancy of 25%; and

WHEREAS, under the current proclamation the Department of Health will evaluate each region every two weeks and if a region does not meet the metrics required to stay in phase 2 the region will be moved back to phase 1; and

WHEREAS, until the current proclamation is modified it is anticipated the dine-in occupancy restrictions will remain in place for the remainder of 2021; and

WHEREAS, pursuant to the authority set forth in RCW 35A.11.020 and RCW 38.52 the procedures and formalities otherwise required by the City by law or ordinance necessary for the protection of life and property and ensure the health, safety and welfare of the community may be waived; and

WHEREAS, it is necessary and appropriate to exercise the emergency powers authorized as noted above during a state and local emergency to facilitate the permitting and inspection of enclosed outdoor seating areas to make restaurants establishments safe to operate without the added burden of permit fees and to promote needed economic and business recovery in the City;

WHEREAS, Washington laws RCW 35A.63.220 and RCW 36.70A.390 allow for the retention and modification of an emergency moratorium for a 12 month term as long as a public hearing is held and council adopts findings of fact and a work plan upon conclusion of the hearing; and

WHEREAS, a public hearing was held to hear evidence and consider public comment of those wishing to speak regarding the retention and modification of the moratorium; and

WHEREAS, the City Council has determined that it is in the best interest of the City that the moratorium on permit and inspection fees for temporary structures adopted by Ordinance 5891 be retained and modified to extend for a twelve (12) month term, NOW THEREFORE,

THE CITY COUNCIL OF THE CITY OF KENNEWICK, WASHINGTON, DO ORDAIN AS FOLLOWS:

Section 1. Recitals Incorporated. The Recitals set forth above are hereby adopted and incorporated as Findings of Fact and/or Conclusions of Law of the City Council.

Section 2. Moratorium Established. In accord with RCW 35A.63.220 and RCW 36.70A.390 the moratorium adopted by Ordinance 5891 is hereby retained temporarily suspending certain permit and inspection fees for temporary outdoor enclosures, tents and structures constructed for outdoor restaurant and/or bar seating found in KMC 15.08.050 – Subsection 105.1 and R105.1 Amended Permits Required, KMC 15.08.070 Subsection 108 and R108 Amended Plan Review Fees, Ch 31 IBC section 3102 membrane structures and section 3103 temporary structures, for existing restaurant and bar establishments located in all commercial zones and modified to be in effect for a twelve (12) month term and the work plan attached hereto as "Exhibit A" is hereby adopted.

Section 3. Term of Moratorium. The moratorium imposed by this Ordinance shall become effective on the date hereof, and shall continue in effect for a period of twelve (12) months, unless later repealed, extended, or modified by the City Council in accordance with RCW 35A.63.220.

Section 4. Effective Date. This Ordinance shall be in full force and effect upon its passage and signature below.

PASSED BY THE CITY COUNCIL OF THE CITY OF KENNEWICK, WASHINGTON, this 2nd day of March, 2021, and signed in authentication of its passage this 2nd day of March, 2021.

_____
DON BRITAIN, Mayor

Attest:

_____
TERRI L. WRIGHT, City Clerk

ORDINANCE NO. 5904 filed and recorded in the office of the City Clerk of the City of Kennewick, Washington this 3rd day of March, 2021.

Approved as to Form:

_____
LISA BEATON
City Attorney

_____
TERRI L. WRIGHT, City Clerk

DATE OF PUBLICATION_____

Exhibit A

Work Plan Ordinance 5904

1. Review any modifications to Proclamation 20-25.12
2. Review any new guidance published by Department of Health or Labor and Industries regarding dine-in options for restaurants and bars.
3. Review any new legislation adopted during the 2021 session regarding the current state of emergency.
4. Monitor the DOH reporting regarding the phase status of the South Central region.
5. Confer with other jurisdictions regarding similar emergency measures to assist local businesses to reopen.

Council Agenda Coversheet

Agenda Item Number	6.b.(2)	Council Date	03/02/2021
Agenda Item Type	Ordinance		
Subject	Permit/Inspection Fees Moratorium (Fire Code)		
Ordinance/Reso #	5905	Contract #	
Project #		Permit #	
Department	City Attorney		

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

Recommendation

Staff recommends council hold a public hearing and adopt Ordinance 5905.

Motion for Consideration

I move to adopt Ordinance 5905.

Summary

On January 5, 2021, in anticipation of continued closures and in the interest of helping our local businesses to comply with health and safety standards for temporary outdoor enclosures while reducing the financial burden of permit fees, council adopted several ordinances to address this issue. Ordinance 5890 extended the moratorium on minimum off-street parking requirements for an additional six months. Ordinances 5891 and 5892 adopt an emergency moratorium temporarily suspending permit and inspection fees for temporary outdoor enclosures constructed for restaurant or bar use in commercial zones. After adoption of those ordinances, on January 11, 2021 the Governor issued Proclamation 20-25.12 which adopted a new regional "Healthy Washington-Roadmap to Recovery" Plan which is effective for the duration of the emergency unless further amended. Under this latest proclamation, the state was divided into eight regions, with all eight regions beginning in phase 1; this phase continued to prohibit dine-in service for restaurants and bars. The regions were allowed to move to the less restrictive phase 2 if they met four metrics measured by the Department of Health. Benton and Franklin Counties were grouped in the South Central Region, and on February 14, 2021 the South Central Region was allowed to move to phase 2. This phase allows for limited dine-in service for restaurants and bars with a max occupancy of 25%. Under the current proclamation the Department of Health will evaluate each region every two weeks and if a region does not meet the metrics required to stay in phase 2 the region will be moved back to phase 1. Until the current proclamation is modified, it is anticipated the dine-in occupancy restrictions will remain in place for the remainder of 2021. State law allows for the extension of an emergency moratorium for a 12-month term as long as a public hearing is held and council adopts findings of fact and a work plan upon conclusion of a public hearing. Ordinance 5905 will extend the moratorium on permit and inspection fees for temporary enclosures under the fire code for a twelve month term.

Alternatives

None.

Fiscal Impact

None.

Through	
Dept Head Approval	Lisa Beaton Feb 24, 12:59:36 GMT-0800 2021
City Mgr Approval	Marie Mosley Feb 26, 14:05:27 GMT-0800 2021

Attachments: Ordinance

☐ **Recording Required?**

CITY OF KENNEWICK
ORDINANCE NO. 5905

AN ORDINANCE IN SUPPORT OF RETAINING AND MODIFYING A MORATORIUM ON ENFORCEMENT OF FIRE CODE PERMIT AND INSPECTION FEES RELATED TO TEMPORARY OUTDOOR STRUCTURES AND ESTABLISHING AN IMMEDIATE EFFECTIVE DATE

WHEREAS, the City of Kennewick is a non-charter code city; and

WHEREAS, RCW 35A.11.020 declares that the legislative body of each code city shall have all powers possible for a city or town to have under the Constitution of this state, and not specifically denied to code cities by law

WHEREAS, on March 13, 2020 President Trump issued a Proclamation Declaring a National State of Emergency concerning COVID-19; and

WHEREAS, on February 29, 2020, Governor Inslee issued Proclamation Number 20-05 declaring a State of Emergency exists in all counties in the state of Washington as a result of the Coronavirus Disease 2019 (COVID-19) outbreak in the United States and confirmed person to person spread of COVID-19 in Washington State; and

WHEREAS, Between February 29, 2020, and the date hereof, Governor Inslee issued several proclamations (20-06 through 20-25, 20-25.1, and 20-25.2 (Stay Home-Stay Healthy) placing numerous restrictions on individuals and businesses in response to the state-wide threat of the spread of COVID-19 virus; and

WHEREAS, on May 4, 2020, Governor Inslee amended and extended the Stay Home, Stay Healthy order through May 31, 2020 and issued Safe Start Washington – A phased Approach to Recovery and the decrease of certain restrictions imposed pursuant to previous proclamations;

WHEREAS, on May 4, 2020 Governor Inslee issued Proclamation 20-25.3 Adjusting and Extending Stay Home, Stay Healthy to May 31, 2020 allowing restaurants and taverns to resume on premise consumption of food and beverages, during Phase 2 of the Safe Start Plan so long as they adopt social distancing measures consistent with the Washington Safe Start re-opening plan, Phase two requirements; and

WHEREAS, Section 5 of Phase 2 Restaurant/Tavern Reopening COVID-19 Requirements issued by the Governor's office on May 11, 2020 further provides that outdoor seating is permissible with appropriate social distancing; and

WHEREAS, outdoor activities, including outdoor restaurant seating, have been determined to be safer and less likely to lead to the spread of COVID-19 than indoor restaurant seating; and

WHEREAS, on December 10, 2020 the Washington State Governor Issued revised Proclamation 20-25.9 Titled "Stay Safe Stay Healthy Rollback of County-by-County Phased Reopening

Responding to Covid-19 Outbreak surge" wherein the Governor continued the closure of restaurants and bars, and reduced occupancy for retail until January 4th; and

WHEREAS, due to the rollback of the phased reopening, restaurants and bars have been forced to set up temporary outdoor structures to provide enclosed outdoor seating during the winter months in an effort to stay open; and

WHEREAS, On January 11, 2021 the Governor issued Proclamation 20-25.12 which adopted a new regional "Healthy Washington-Roadmap to Recovery" Plan which is effective for the duration of the emergency unless further amended; and

WHEREAS, under this latest Proclamation the state is divided into eight regions and currently contains only two recovery phases, with all eight regions beginning in phase 1 which continued to prohibit dine-in service for restaurants and bars; regions were allowed to move to the less restrictive phase 2 if they met four metrics measured by the Department of Health; and

WHEREAS, Benton and Franklin Counties are grouped in the South Central Region, and on February 14, 2021 the South Central Region was allowed to move to phase 2 which allows for limited dine-in service for restaurants and bars with a max occupancy of 25%; and

WHEREAS, under the current proclamation the Department of Health will evaluate each region every two weeks and if a region does not meet the metrics required to stay in phase 2 the region will be moved back to phase 1; and

WHEREAS, until the current proclamation is modified it is anticipated the dine-in occupancy restrictions will remain in place for the remainder of 2021; and

WHEREAS, pursuant to the authority set forth in RCW 35A.11.020 and RCW 38.52 the procedures and formalities otherwise required by the City by law or ordinance necessary for the protection of life and property and ensure the health, safety and welfare of the community may be waived; and

WHEREAS, it is necessary and appropriate to exercise the emergency powers authorized as noted above during a state and local emergency to facilitate the permitting and inspection of enclosed outdoor seating areas to make restaurants establishments safer to operate without the added burden of permit fees and to promote needed economic and business recovery in the City; and

WHEREAS, Washington laws RCW 35A.63.220 and RCW 36.70A.390 allows for the retention and modification of an emergency moratorium for a 12 month term as long as a public hearing is held and council adopts findings of fact and a work plan upon conclusion of the hearing; and

WHEREAS, a public hearing was held to hear evidence and consider public comment of those wishing to speak regarding the retention and modification of the moratorium; and

WHEREAS, the City Council has determined that it is in the best interest of the City that the moratorium on inspection fees for temporary outdoor structures adopted by Ordinance 5892 be retained and modified to extend for a 12 month term NOW THEREFORE,

THE CITY COUNCIL OF THE CITY OF KENNEWICK, WASHINGTON, DO ORDAIN AS FOLLOWS:

Section 1. Recitals Incorporated. The Recitals set forth above are hereby adopted and incorporated as Findings of Fact and/or Conclusions of Law of the City Council.

Section 2. Moratorium Retained and Modified. In accord with RCW 35A.63.220 and RCW 36.70A.390 the moratorium adopted by Ordinance 5892 is hereby retained temporarily suspending certain permit and inspection fees for temporary outdoor enclosures, tents and structures constructed for outdoor restaurant and/or bar seating found in KMC 15.30.065 Fire Prevention Code Schedule of Permit fees, Ch 31 IFC section 3102 tents and other membrane structures, for existing restaurant and bar establishments located in all commercial zones and modified to be in effect for a twelve (12) month term and the work plan attached hereto as "Exhibit A" is hereby adopted.

Section 3. Term of Moratorium. The moratorium imposed by this Ordinance shall become effective on the date hereof, and shall continue in effect for a period of twelve (12) months, unless later repealed, extended, or modified by the City Council in accordance with RCW 35A.63.220.

Section 4. Effective Date. This Ordinance shall be in full force and effect upon its passage and signature below.

PASSED BY THE CITY COUNCIL OF THE CITY OF KENNEWICK, WASHINGTON, this 2nd day of March, 2021, and signed in authentication of its passage this 2nd day of March, 2021.

_____
DON BRITAIN, Mayor

Attest:

_____
TERRI L. WRIGHT, City Clerk

ORDINANCE NO. 5905 filed and recorded in the office of the City Clerk of the City of Kennewick, Washington this 3rd day of March, 2021.

Approved as to Form:

_____
LISA BEATON
City Attorney

_____
TERRI L. WRIGHT, City Clerk

DATE OF PUBLICATION_____

Exhibit A

Work Plan Ordinance 5905

1. Review any modifications to Proclamation 20-25.12
2. Review any new guidance published by Department of Health or Labor and Industries regarding dine-in options for restaurants and bars.
3. Review any new legislation adopted during the 2021 session regarding the current state of emergency.
4. Monitor the DOH reporting regarding the phase status of the South Central region.
5. Confer with other jurisdictions regarding similar emergency measures to assist local businesses to reopen.

Council Agenda Coversheet

Agenda Item Number	6.c.	Council Date	03/02/2021
Agenda Item Type	Resolution		
Subject	Easement Vacation - 6100 West Brinkley Road		
Ordinance/Reso #	21-04	Contract #	
Project #		Permit #	ENG-2021-00401
Department	Public Works		

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

Recommendation

Staff recommends that Council adopt Resolution 21-04 declaring surplus a portion of a certain access and utility easement located at 6100 West Brinkley Road.

Motion for Consideration

I move to adopt Resolution 21-04.

Summary

Public Utility District #1 requested the vacation of a 30' access and utility easement that crosses 6100 West Brinkley Road.

Notice of the March 2, 2021 public hearing to consider the request to vacate a 30' access and utility easement located at 6100 West Brinkley Road was published in the Tri-City Herald on Friday, February 12, 2021.

Due to the placement of a new Public Utility District Sub-Station the existing sewer line had to be relocated outside of the easement they wish to vacate.

The access portion of the easement was intended to provide access for 2 adjacent lots to the west.

The Public Utility District purchased 1 lot and combined it with the lot the easement crosses eliminating the need for the access easement.

The other adjacent lot gets access off of West Brinkley Road and filed an Easement Release with Benton County Auditor releasing any interest they have in the access and utility easement.

A new 15' Sanitary Sewer Easement has been deeded to the City over the new relocated sewer line.

City staff have reviewed the request and have no objection to the proposed vacation.

Alternatives

None recommended.

Fiscal Impact

None.

Through	Bruce Mills Feb 18, 13:03:24 GMT-0800 2021
Dept Head Approval	Cary Roe Feb 22, 13:50:50 GMT-0800 2021
City Mgr Approval	Marie Mosley Feb 26, 14:07:01 GMT-0800 2021

Attachments:
Resolution
Deed
Map

☒ **Recording Required?**

CITY OF KENNEWICK
RESOLUTION NO. 21-04

A RESOLUTION OF THE CITY OF KENNEWICK DECLARING SURPLUS A PORTION OF A 30 FOOT ACCESS AND UTILITY EASEMENT WITHIN 6100 WEST BRINKLEY ROAD

WHEREAS, Public Utility District #1 have requested the vacation of a certain access and utility easement located on their property; and

WHEREAS, RCW 35.94.040 provides for the disposal of surplus property originally required for public utility purposes; and

WHEREAS, notice has been published on February 12, 2021, that a public hearing would be held on this date concerning disposal of this property; NOW, THEREFORE,

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF KENNEWICK, WASHINGTON that property originally acquired for the purpose of access and utility easement and described as follows:

Parcel Numbers: 1-1789-4BP-4023-006

That portion of that certain Easement as recorded under Auditor's File Number 2009-012814 and rerecorded in that certain Binding Site Plan recorded under Volume 1 of Surveys at Page 4573, Auditor's File Number 2015-003334 records of Benton County, Washington, described as follows shall be vacated, said easement is located in Lot Two of said Binding Site Plan, 1-4573 and being located in a portion of the Southeast Quarter of Section 17, Township 8 North, Range 29 E, Willamette Meridian, Benton County, Washington;

Beginning at the Northwest corner of Lot One of said Binding Site Plan;

Thence North 88°14'39" East along the North line of said Lot One, 15.00 feet to the Easterly line of said Easement;

Thence North 01°23'20" West along the Easterly line of said Easement, 333.82 feet;

Thence North 85°35'10" West, 30.15 feet to the Westerly line of said Easement;

Thence South 01°23'20" East, 314.17 feet;

Thence North 89°14'33" East, 15.00 feet to the Northerly Extension of the Westerly line of said Lot One;

Thence South 01°23'20" East along said Northerly Extension, 22.63 feet to the POINT OF BEGINNING;

is hereby found to be surplus to the City's needs and not required for the providing of continued services; and

BE IT FURTHER RESOLVED that the consideration to be paid for the release of this easement shall be $50.00; and

BE IT FURTHER RESOLVED that the Mayor of the City of Kennewick is authorized to deed by quit claim to the Public Utility District #1 the above-described easement and deliver the same upon payment.

PASSED BY THE CITY COUNCIL OF THE CITY OF KENNEWICK, WASHINGTON, this 2nd day of March, 2021, and signed in authentication of its passage this 2nd day of March, 2021.

Attest:

_____
TERRI L. WRIGHT, City Clerk

Approved as to Form:

_____
LISA BEATON, City Attorney

_____
DON BRITAIN, Mayor

RESOLUTION NO. 21-04 filed and recorded in the office of the City Clerk of the City of Kennewick, Washington, this 3rd day of March, 2021.

_____
TERRI L. WRIGHT, City Clerk

Return To:

City of Kennewick
PO Box 6108
Kennewick, WA 99336

QUIT CLAIM DEED

Location: 6100 West Brinkley Road Tax Parcel ID # 1-1789-4BP-4023-006

THE GRANTOR, CITY OF KENNEWICK, for and in consideration of mutual interest, conveys and quit claims to **PUBLIC UTILITY DISTRICT #1** the following described 30.00 foot access and utility easement situated in the County of Benton, State of Washington, together with all after acquired title of the Grantor therein:

That portion of that certain Easement as recorded under Auditor's File Number 2009- 012814 and rerecorded in that certain Binding Site Plan recorded under Volume 1 of Surveys at Page 4573, Auditor's File Number 2015-003334 records of Benton County, Washington, described as follows shall be vacated, said easement is located in Lot Two of said Binding Site Plan, 1-4573 and being located in a portion of the Southeast Quarter of Section 17, Township 8 North, Range 29 E, Willamette Meridian, Benton County, Washington;

Beginning at the Northwest corner of Lot One of said Binding Site Plan;

Thence North 88°14'39" East along the North line of said Lot One, 15.00 feet to the Easterly line of said Easement;

Thence North 01°23'20" West along the Easterly line of said Easement, 333.82 feet;

Thence North 85°35'10" West, 30.15 feet to the Westerly line of said Easement;

Thence South 01°23'20" East, 314.17 feet;

Thence North 89°14'33" East, 15.00 feet to the Northerly Extension of the Westerly line of said Lot One;

Thence South 01°23'20" East along said Northerly Extension, 22.63 feet to the POINT OF BEGINNING;

Dated: March 3, 2021 **CITY OF KENNEWICK, WASHINGTON**

_____
DON BRITAIN, MAYOR

STATE OF WASHINGTON)
)ss.
COUNTY OF BENTON)

I certify that on this 3rd day of March, 2021, before me, the undersigned Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Don Britain known to be the Mayor of the City of Kennewick, Washington, the corporation that executed the foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of said municipal corporation for the uses and purposes therein mentioned, and on oath stated is authorized to execute said instrument.

Witness my hand and official seal hereto affixed the day and year first above written.

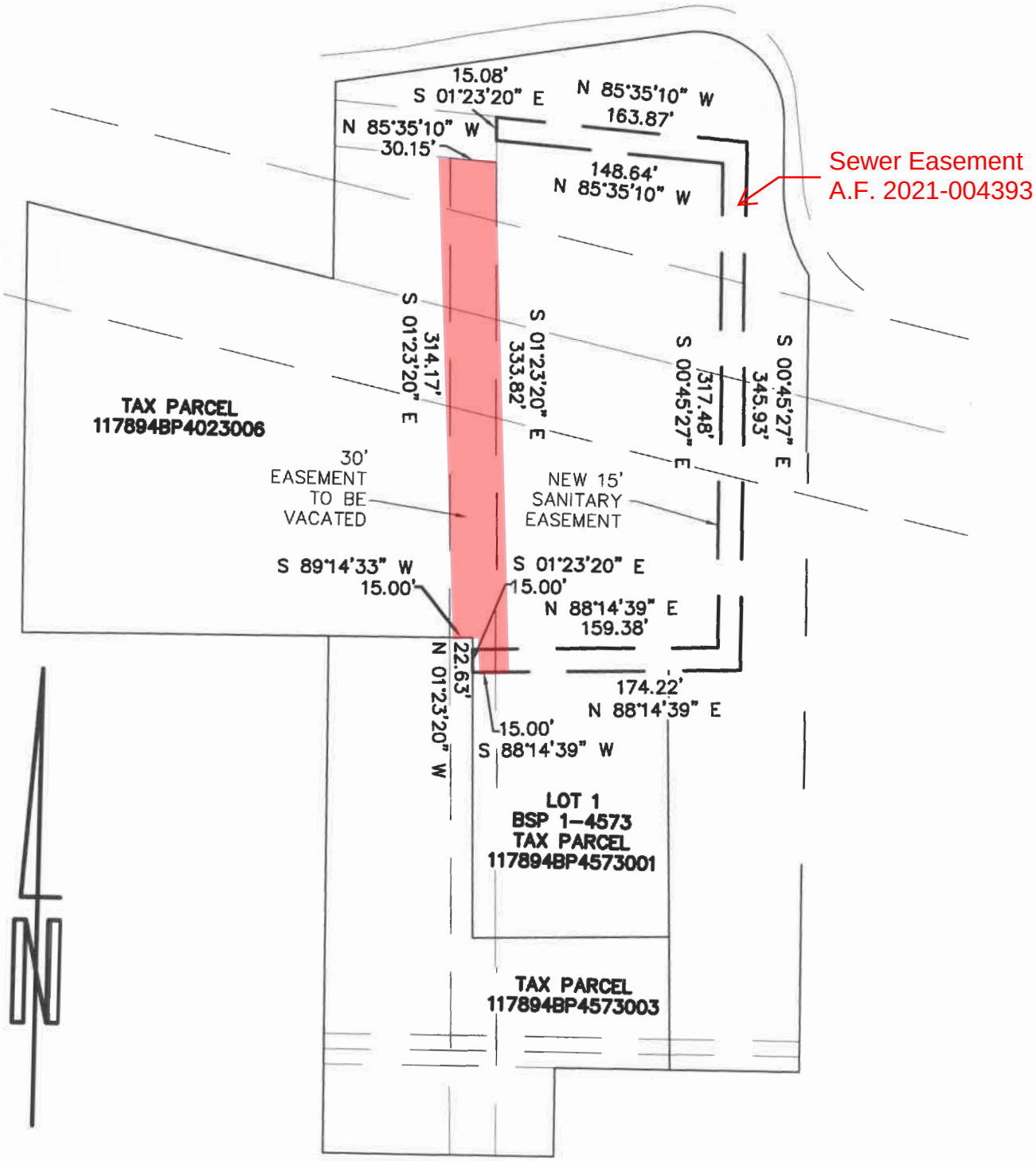
_____
Notary Public in and for the State of
Washington residing at _____
My Commission Expires: _____

DocuSign Envelope ID: 478B65C6-E5E0-49DA-BEE0-F7603A967A13

EXHIBIT B

JOB NO: 20-256 DATE: 11-2-2020

NOT TO SCALE



City Council Meeting Schedule March 2021

City Council temporarily designated the location for regular, special and study session meetings to a virtual location until termination of the state of emergency or until rescinded. The City broadcasts City Council meetings on the City's website https://www.go2kennewick.com/CouncilMeetingBroadcasts.

March 2, 2021
Tuesday, 6:30 p.m. — REGULAR COUNCIL MEETING

March 9, 2021
Tuesday, 6:30 p.m. — WORKSHOP MEETING (the workshop meeting will be done via Zoom and broadcast on the City's website https://www.go2kennewick.com/CouncilMeetingBroadcasts)

1. Legislative Update
2. Creative Arts District Update
3. 2021 Street Preservation Program

March 16, 2021
Tuesday, 6:30 p.m. — REGULAR COUNCIL MEETING

March 23, 2021
Tuesday, 6:30 p.m. — WORKSHOP MEETING (the workshop meeting will be done via Zoom and broadcast on the City's website https://www.go2kennewick.com/CouncilMeetingBroadcasts)

1. Entertainment District Update
2. Kennewick Public Facilities Update
3. Visit Tri-Cities Annual Update
4. KPD Drone Update

March 30, 2021
Tuesday, 6:30 p.m. — NO MEETING SCHEDULED

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 and Video Taped

March 2021
Updated 02/23/21

City Council Meeting Schedule April 2021

City Council temporarily designated the location for regular, special and study session meetings to a virtual location until termination of the state of emergency or until rescinded. The City broadcasts City Council meetings on the City's website https://www.go2kennewick.com/CouncilMeetingBroadcasts.

April 6, 2021
Tuesday, 6:30 p.m. — REGULAR COUNCIL MEETING

April 13, 2021
Tuesday, 6:30 p.m. — WORKSHOP MEETING (the workshop meeting will be done via Zoom and broadcast on the City's website https://www.go2kennewick.com/CouncilMeetingBroadcasts)

1. KPD Foundation Update
2. Waste Management Update
3. Shoreline Master Plan Update

April 20, 2021
Tuesday, 6:30 p.m. — REGULAR COUNCIL MEETING

April 27, 2021
Tuesday, 6:30 p.m. — WORKSHOP MEETING (the workshop meeting will be done via Zoom and broadcast on the City's website https://www.go2kennewick.com/CouncilMeetingBroadcasts)

1. 2020 Year-End Financial Review/Spring Budget Adjustment
2. Police Department Annual Update
3. Fire Department Annual Update

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.

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