



Agenda
City Council Regular Meeting
Tuesday, September 20, 2016
City Hall Council Chamber | 505 Swift Boulevard

City Council Pre-Meeting - 6:45 p.m. (Discussion Only – Annex Building)

Agenda Item:

1. Executive Session per RCW 42.30.110(i) - Litigation Update (30 minutes)
 - Heather Kintzley, City Attorney
2. Discuss Meeting Agenda Items (15 minutes)
 - City Council Members

City Council Regular Meeting - 7:30 p.m. (City Hall Council Chamber)

Welcome and Roll Call

Pledge of Allegiance

Approval of Agenda: (Approved by Motion)

Presentations:

Public Hearing: (Please Limit Public Hearing Comments to 3 Minutes)

3. Proposed Surplus of Equipment - Resolution No. 154-16
 - Cathy Robinson, Purchasing Manager

Public Comments: (Please Limit Public Comments to 2 Minutes)

Consent Calendar: (Approved by single vote or Council may pull items and transfer to Items of Business)

Minutes:

4. Approved the Minutes of the Council Meeting Held September 6, 2016
 - Heather Kintzley, City Attorney

Ordinances - First Reading:

Ordinances - Second Reading/Passage:

5. Ordinance No. 43-16, Approving the Vacation of a Portion of Hagen Road
 - Pete Rogalsky, Public Works Director

Resolutions – Adoption:

6. Resolution No. 154-16, Approval of Sale of Surplus Equipment
 - Cathleen Koch, Administrative Services Director

7. Resolution No. 172-16, Authorizing an Agreement with Bonneville Environmental Foundation for Renewable Energy Purchase Option
 - Bob Hammond, Energy Services Director
8. Resolution No. 181-16, Appointments to the Utility Advisory Committee
 - Heather Kintzley, City Attorney
9. Resolution No. 182-16, Express Appreciation to Edward Revell for Service on the Utility Advisory Committee
 - Heather Kintzley, City Attorney
10. Resolution No. 183-16, Appointments to Economic Development Committee
 - Heather Kintzley, City Attorney
11. Resolution No. 186-16, Rejecting all Bids for the Vantage Highway Pathway - Phase I Project
 - Pete Rogalsky, Public Works Director
12. Resolution No. 190-16, Authorizing Execution of a Design-Build Agreement with Leone and Keeble for the Design and Construction of Richland City Hall at 625 Swift Boulevard
 - Joe Schiessl, Parks and Public Facilities Director
13. Resolution No. 192-16, Authorizing Submittal of a Drinking Water State Revolving Fund Construction Loan Application for the Lorayne J Water System Consolidation Project
 - Pete Rogalsky, Public Works Director
14. Resolution No. 194-16, Authorizing Extension of Agreement with Federal Emergency Management Agency for Duportail Bridge Water Line
 - Pete Rogalsky, Public Works Director

Expenditures - Approval:

15. Expenditures from August 29, 2016 - September 9, 2016 for \$4,059,731.20 including Check Nos. 237441-237779, Wire Nos. 6241-6250, Payroll Check Nos. 110117-110652, and Payroll Wire/ACH Nos. 9588-9609
 - Cathleen Koch, Administrative Services Director

Items of Business:

16. Ordinance No. 53-16, Prohibiting Smoking and Use of Electronic Vapor Products in Portions of Certain City Parks - First Reading
 - Joe Schiessl, Parks and Public Facilities Director

Reports and Comments:

1. City Manager
2. City Council
3. Mayor

Adjournment

City Council Meetings are broadcast live on CityView Channel 192 and online at CI.RICHLAND.WA.US/CITYVIEW

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COUNCIL AGENDA ITEM COVERSHEET

Council Date: 09/20/2016

Agenda Category: Agenda Item

Key Element:

Subject:

Executive Session per RCW 42.30.110(i) - Litigation Update (30 minutes)

Department:
City Attorney

Ordinance/Resolution Number:

Document Type:
Executive Session Item

Recommended Motion:

Summary:

Fiscal Impact:

Attachments:



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 09/20/2016

Agenda Category: Agenda Item

Key Element:

Subject:

Discuss Meeting Agenda Items (15 minutes)

Department:
City Manager

Ordinance/Resolution Number:

Document Type:
Presentation

Recommended Motion:

Summary:

Fiscal Impact:

Attachments:



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 09/20/2016

Agenda Category: Public Hearing

Key Element: Key I - Financial Stability & Operational Effectiveness

Subject:

Proposed Surplus of Equipment - Resolution No. 154-16

Department:

Administrative Services

Ordinance/Resolution Number:

154-16

Document Type:

Presentation

Recommended Motion:

None.

Summary:

A public hearing is being held to receive input or comments on the proposed resolution authorizing surplus and disposal of equipment. Refer to Resolution No. 154-16 on the Consent Agenda.

Fiscal Impact:

No

Attachments:



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 09/20/2016

Agenda Category: Minutes

Key Element: Key I - Financial Stability & Operational Effectiveness

Subject:

Approved the Minutes of the Council Meeting Held September 6, 2016

Department:
City Attorney

Ordinance/Resolution Number:

Document Type:
Minutes

Recommended Motion:

Approve the minutes of the Council meeting held on September 6, 2016

Summary:

None.

Fiscal Impact:

None.

Attachments:

I. Draft 090616 Minutes



MINUTES
RICHLAND CITY COUNCIL REGULAR MEETING
Richland City Hall ~ 505 Swift Boulevard
Tuesday, September 6, 2016

Draft

Pre-Meeting:

Mayor Thompson called the pre-meeting to order at 7:00 p.m. in the City Manager's Conference Room in the City Hall Annex building.

Attendance:

Mayor Thompson, Mayor Pro Tem Christensen, Councilmembers Rose, Lemley and Luzzo Gilmour were present.

Also present were City Manager Reents, Assistant City Manager Amundson and City Attorney Kintzley.

Agenda Items:

1. Executive Session per RCW 42.30.110(i) - Litigation Update (15 minutes)
- Heather Kintzley, City Attorney

COUNCIL MEMBER LEMLEY MOVED AND MAYOR PRO TEM CHRISTENSEN SECONDED A MOTION TO MOVE INTO EXECUTIVE SESSION AT 7:00 P.M. TO DISCUSS PER RCW 42.30.110 (i): POTENTIAL LITIGATION FOR 15 MINUTES. THE MOTION CARRIED 5-0.

MAYOR PRO TEM CHRISTENSEN MOVED AND COUNCIL MEMBER LEMLEY SECONDED A MOTION TO MOVE OUT OF EXECUTIVE SESSION AT 7:15 P.M. THE MOTION CARRIED 5-0.

2. Discuss Meeting Agenda Items (15 minutes)
- City Council Members

Ms. Hopkins joined the pre-meeting at 7:15 p.m.

Ms. Reents reviewed Council's upcoming events, invitations and special workshops.

Council and staff briefly reviewed the proposed agenda scheduled for the regular meeting.

Regular Meeting:

Mayor Thompson called the Council meeting to order at 7:30 p.m. in the Council Chamber at City Hall.

Welcome and Roll Call:

Mayor Thompson welcomed those in the audience and expressed appreciation for their attendance.

Mayor Thompson, Mayor Pro Tem Christensen, Councilmembers Rose, Lemley and Luzzo Gilmour were present.

Also present were City Manager Reents, Assistant City Manager Amundson, City Attorney Kintzley, Fire and Emergency Services Director Huntington, Community Development Director Jensen, Administrative Services Director Koch, Public Works Director Rogalsky, Parks and Public Facilities Director Schiessl, Police Services Director Skinner and City Clerk Hopkins.

MAYOR PRO TEM CHRISTENSEN MOVED AND COUNCILMEMBER LUZZO GILMOUR SECONDED A MOTION TO EXCUSE COUNCILMEMBERS ANDERSON AND KENT. THE MOTION CARRIED 5-0.

Pledge of Allegiance:

Mayor Thompson led the Council and audience in the recitation of the Pledge of Allegiance.

Approval of Agenda:

MAYOR PRO TEM CHRISTENSEN MOVED AND COUNCILMEMBER LUZZO GILMOUR SECONDED A MOTION TO APPROVE THE AGENDA AS PUBLISHED. THE MOTION CARRIED 5-0.

Presentations:

1. The Children's Reading Foundation's "Read with a Child Week" Proclamation
- Robert Thompson, Mayor

Mayor Thompson read the proclamation and presented it to Suzanne Heaston, from the Children's Reading Foundation of the Mid-Columbia. Ms. Heaston described the program, its successes and the plans to bring it to a higher level.

2. New Hire/Retirements
- Allison Jubb, Human Resources Director

Ms. Jubb read the names of the new hires and gave their backgrounds: Becky Hord, Emergency Communications Dispatcher; Trevor Wilkerson, Maintenance & Operations Supervisor; Jeannette Blair, Support Specialist; Brigitte Lipcsey, Customer Service Representative; and Joel Doran, Customer Service Representative. Ms. Jubb introduced Elena Manzo, Power Analyst who was at the meeting. Ms. Jubb said there is no retirees at this time.

3. Comprehensive Plan Project Introduction by Oneza & Associates Consultants
- Kerwin Jensen, Community Development Director

Mr. Jensen introduced Ben Floyd, from Oneza & Associates Consultants, who gave an overview on the purpose of the City's Comprehensive Plan, the goals of the project, how it will be an integrated document that relates to other City documents, the timeline of the project and the public involvement planned for the project.

Councilmembers had several clarifying questions.

Public Hearing:

City Clerk Hopkins read the public hearing and public comments procedure.

1. Proposed Vacation of a Portion of Hagen Road - Ordinance No. 43-16
- Pete Rogalsky, Public Works Director

Mr. Rogalsky said this public hearing is to take comments regarding the proposed vacation of an unconstructed portion of Hagen Road right-of-way, south of Saint Street, as a result of property owner expansion plans. This is a property owner initiated vacation. Council adopted Resolution No. 149-16 on August 2, 2016, setting the Public Hearing date for September 6, 2016. Notices were posted and direct letters were sent to abutting property owners in accordance with RCW 35.79.

ConAgra Foods, Inc. (ConAgra) has submitted a formal request to vacate the portion of Hagen Road right-of-way south of Saint Street. This portion of right-of-way is currently undeveloped and lies between parcels that are owned by ConAgra. ConAgra is currently constructing a commercial frozen foods manufacturing and processing facility on the abutting parcels and would like to incorporate this portion of the right-of-way into their overall campus. They currently have access directly off of Saint Street and do not need access via this portion of Hagen Road. No other parcels are affected or would require access from this portion of Hagen Road. The City would retain a utility easement over the vacated area. RCW Chapter 35.79 provides the authority and process for the City to vacate street rights-of-way when they are no longer needed.

Mayor Thompson opened the public hearing at 7:53 p.m. and closed the hearing at 7:53:15 p.m. as there were no comments.

2. Declaring Surplus of an Easement at 624 Wellsian Way - Resolution No. 177-16
- Pete Rogalsky, Public Works Director

Mr. Rogalsky said the public hearing is to receive testimony on declaring surplus, a Pondage and Drainage easement at 624 Wellsian Way. Store Master Funding VIII, LLC, also known as Atomic Bowling, has requested the relinquishment of an existing Pondage and Drainage easement on their parcel. This particular Pondage and Drainage easement is no longer needed by the City and has been replaced with a new easement under Auditor's File No. 2003-055467.

State law establishes a process that requires a public hearing prior to conveyance of any property originally acquired for public utility purposes. Unless new information is delivered at the public hearing, staff recommends adoption of the resolution and

relinquishment of the easement.

Mayor Thompson opened the public hearing at 7:54 p.m. and closed the hearing at 7:54:15 p.m. as there were no comments.

Public Comments:

Jeff Gardner, 1313 N. Road, Pasco, WA. He said he is the part-owner and General Manager of Cost Less Carpet. He said Cost Less Carpet is building a new distribution center and he listed his concerns regarding the City's permit process and fees. He asked that the appropriate City staff member could contact him to discuss his concerns.

Ms. Reents said she would arrange that to happen for Mr. Gardner.

Consent Calendar:

City Clerk Hopkins read the Consent items.

Minutes:

1. Approve the Minutes of the Council Meetings Held August 16 and 23, 2016
- Heather Kintzley, City Attorney

Ordinances - First Reading:

2. Ordinance No. 43-16, Approving the Vacation of a Portion of Hagen Road
- Pete Rogalsky, Public Works Director
3. Ordinance No. 52-16, Eminent Domain for Duportail Bridge
- Pete Rogalsky, Public Works Director

Ordinances - Second Reading/Passage:

4. Ordinance No. 44-16, Amending the 2016 Budget to Provide Additional Appropriations in the Golf Course Fund
- Joe Schiessl, Parks and Public Facilities Director
5. Ordinance No. 46-16, Amending the 2016 Budget for the Industrial Development Fund to Provide Appropriations for Additional Groundwater Monitoring
- Kerwin Jensen, Community Development Director
6. Ordinance No. 47-16, Amending RMC Chapter 12.10 Installation of Sidewalks, Curbs and Gutters
- Pete Rogalsky, Public Works Director
7. Ordinance No. 48-16, Amending Streets Fund to Accept Meadow Springs Country Club Donation Towards Beacon Upgrades on Leslie Road
- Pete Rogalsky, Public Works Director
8. Ordinance No. 49-16, Increasing 2016 Budget Appropriation in Streets Capital Fund
- Pete Rogalsky, Public Works Director
9. Ordinance No. 50-16, Proposed Budget Increase to 2016 General Fund

- Cathleen Koch, Administrative Services Director

10. Ordinance No. 51-16, Acceptance of Citizen Donation and Amendment to the 2016 Budget to Provide Additional Appropriations in the City's General Fund
- Tom Huntington, Fire and Emergency Services Director

Resolutions – Adoption:

11. Resolution No. 166-16, Approving the Final Plat of Sunshine Ridge
- Kerwin Jensen, Community Development Director
12. Resolution No. 169-16, Reappointment to the Library Board
- Heather Kintzley, City Attorney
13. Resolution No. 170-16, Approving a Closing Agreement with the Washington State Department of Revenue Regarding Brokered Natural Gas Use Tax
- Heather Kintzley, City Attorney
14. Resolution No. 171-16, Authorizing a Purchase and Sale Agreement with Vatos Locos, LLC (formally JLMM's, LLC)
- Kerwin Jensen, Community Development Director
15. Resolution No. 173-16, Authorizing the Circulation of a Petition Proposing Annexation of Approximately 2.3 Acres Located East of Dallas Road and North of Cowlitz Boulevard
- Kerwin Jensen, Community Development Director
16. Resolution No. 174-16, Supporting Adoption of Amendments to the Benton County Countywide Planning Policies
- Kerwin Jensen, Community Development Director
17. Resolution No. 175-16, Approving the Final Plat of Greyhawk, Phase 1
- Kerwin Jensen, Community Development Director
18. Resolution No. 176-16, Adopting the Name of Vineyard Estate Lane for a New Private Street Within the Badger Mountain South Master Planned Community
- Kerwin Jensen, Community Development Director
19. Resolution No. 177-16, Declaring Surplus of an Easement at 624 Wellsian Way
- Pete Rogalsky, Public Works Director
20. Resolution No. 184-16, Reappointments to the Lodging Tax Advisory Committee
- Heather Kintzley, City Attorney
21. Resolution No. 185-16, Amending the 2016 Interlocal Agreement with Port of Benton for Richardson Stormwater Retrofit Project Funding
- Pete Rogalsky, Public Works Director
22. Resolution No. 188-16, Amending the 2016-2017 Council Assignments
- Heather Kintzley, City Attorney

Expenditures - Approval:

23. Expenditures from August 8, 2016 - August 26, 2016 for \$11,418,752.74 including Check Nos. 236686-237440, Wire Nos. 6227-6240, Payroll Check Nos. 109018-110116, and Payroll Wire/ACH Nos.9553-9587
- Cathleen Koch, Administrative Services Director

MAYOR PRO TEM CHRISTENSEN MOVED AND COUNCILMEMBER ROSE SECONDED A MOTION TO APPROVE THE CONSENT CALENDAR AS PUBLISHED. THE MOTION CARRIED 5-0.

Reports and Comments:

1. City Manager Reents had no comments.
2. Councilmember Lemley attended the joint City Council / Confederated Tribes of the Umatilla Indian Reservation and gave the details of the meeting.
3. Mayor Thompson had no comments.

Adjournment:

Mayor Thompson adjourned the meeting at 8:03 p.m.

Respectfully Submitted,

Marcia Hopkins, City Clerk

FORM APPROVED:

Robert J. Thompson, Mayor

DATE APPROVED:

DATE PUBLISHED:



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 09/20/2016

Agenda Category: Ordinances - Second Reading/Passage

Key Element: Key 2 - Infrastructure & Facilities

Subject:

Ordinance No. 43-16, Approving the Vacation of a Portion of Hagen Road

Department:
Public Works

Ordinance/Resolution Number:
43-16

Document Type:
Ordinance

Recommended Motion:

Give second reading and pass Ordinance No. 43-16, vacating a portion of Hagen Road

Summary:

ConAgra Foods, Inc. (ConAgra) has submitted a formal request to vacate the portion of Hagen Road right-of-way south of Saint Street. This portion of right-of-way is currently undeveloped and lies between parcels that are owned by ConAgra.

ConAgra is currently constructing a commercial frozen foods manufacturing and processing facility on the abutting parcels and would like to incorporate this portion of the right-of-way into their overall campus. They currently have access directly off of Saint Street and do not need access via this portion of Hagen Road.

No other parcels are affected or would require access from this portion of Hagen Road.

The City will retain a utility easement over the vacated area.

RCW Chapter 35.79 provides the authority and process for the City to vacate street rights-of-way when they are no longer needed.

Council adopted Resolution No. 149-16 on August 2, 2016, setting the time and place of a public hearing related to this item for September 6, 2016. A hearing was held by the City Council to receive public testimony. There was no public testimony received on this proposed vacation.

Council approved first reading of the proposed ordinance at its September 6 meeting. Staff recommends approval.

Fiscal Impact: The City will maintain a utility easement over the area but will not have to construct or maintain this portion of Hagen Road.

Attachments:

1. Ord. No. 43-16 Hagen Road Vacation
2. ConAgra Vacation Request

WHEN RECORDED RETURN TO:

Richland City Clerk
P.O. Box 190
Richland, WA 99352

ORDINANCE NO. 43-16

An ORDINANCE of the City of Richland vacating a portion of Hagen Road.

WHEREAS, on September 24, 1957, under Auditor File No. 379071, the United States of America, Atomic Energy Commission (grantor) conveyed, quit claimed, and dedicated to the general public a 60-foot easement for right-of-way for general road purposes, which includes Hagen Road; and

WHEREAS, the portion of Hagen Road south of Saint Street has not been constructed to date; and

WHEREAS, that undeveloped portion of Hagen Road provides public access to four (4) parcels of land, all of which are currently owned by ConAgra Foods/Lamb Weston; and

WHEREAS, ConAgra Foods, Inc. (ConAgra) is the parent company of Lamb Weston, Inc.; and

WHEREAS, ConAgra is currently constructing a commercial frozen foods manufacturing and processing facility on the above referenced parcels; and

WHEREAS, access points to the new facility already exist off Saint Street and are not needed on Hagen Road; and

WHEREAS, ConAgra submitted a formal right-of-way vacation request dated June 28, 2016 to vacate the undeveloped portion of Hagen Road right-of-way south of Saint Street in accordance with RCW 35.79; and

WHEREAS, State law requires that a public hearing be held to allow public consideration of this proposal; and

WHEREAS, at a regularly scheduled Council meeting on August 2, 2016, the Richland City Council, by Resolution No. 149-16, set the time and place of a hearing thereon for the 6th day of September, 2016, at the hour of 7:30 p.m., local time, in the City Hall Council Chambers, located at 505 Swift Boulevard in Richland, Washington; and

WHEREAS, at the time and place fixed and designated in the notice, a hearing was held by the City Council to receive public testimony; and

WHEREAS, public testimony was received at that time.

NOW THEREFORE, BE IT ORDAINED by the City Council of the City of Richland as follows:

Section 1. The portion of Hagen Road right-of-way, as described and shown in Exhibit A, is hereby ordered to be vacated, subject to the provisions of RCW 35.79.

Section 2. The City Clerk is directed to file with the Auditor of Benton County, Washington a copy of this ordinance and the attached exhibits, duly certified by the Clerk as a true copy.

Section 3. This ordinance shall take effect the day following its publication in the official newspaper of the City of Richland.

PASSED by the City Council of the City of Richland, at a regular meeting on the 20th day of September, 2016.

ROBERT J. THOMPSON
Mayor

ATTEST:

APPROVED AS TO FORM:

MARCIA HOPKINS
City Clerk

HEATHER KINTZLEY
City Attorney

Date Published: September 25, 2016

EXHIBIT "A"

THAT PORTION OF HAGEN ROAD AS DESCRIBED IN AND SHOWN ON THE EASEMENT QUIT CLAIM DEED RECORDED UNDER AUDITOR'S FEE NO. 379071, RECORDS OF BENTON COUNTY, WASHINGTON, LYING WITHIN THE SOUTH HALF OF THE NORTH HALF OF SECTION 34, TOWNSHIP 10 NORTH, RANGE 28 EAST OF THE WILLAMETTE MERIDIAN AND LYING 30.00 FEET TO EACH SIDE OF THE NORTH-SOUTH CENTERLINE OF SAID SECTION.

EXCEPT THE NORTH 30.00 FEET THEREOF FOR SAINT STREET.

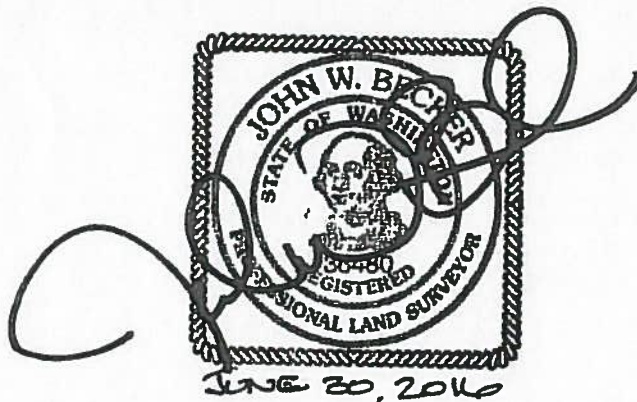
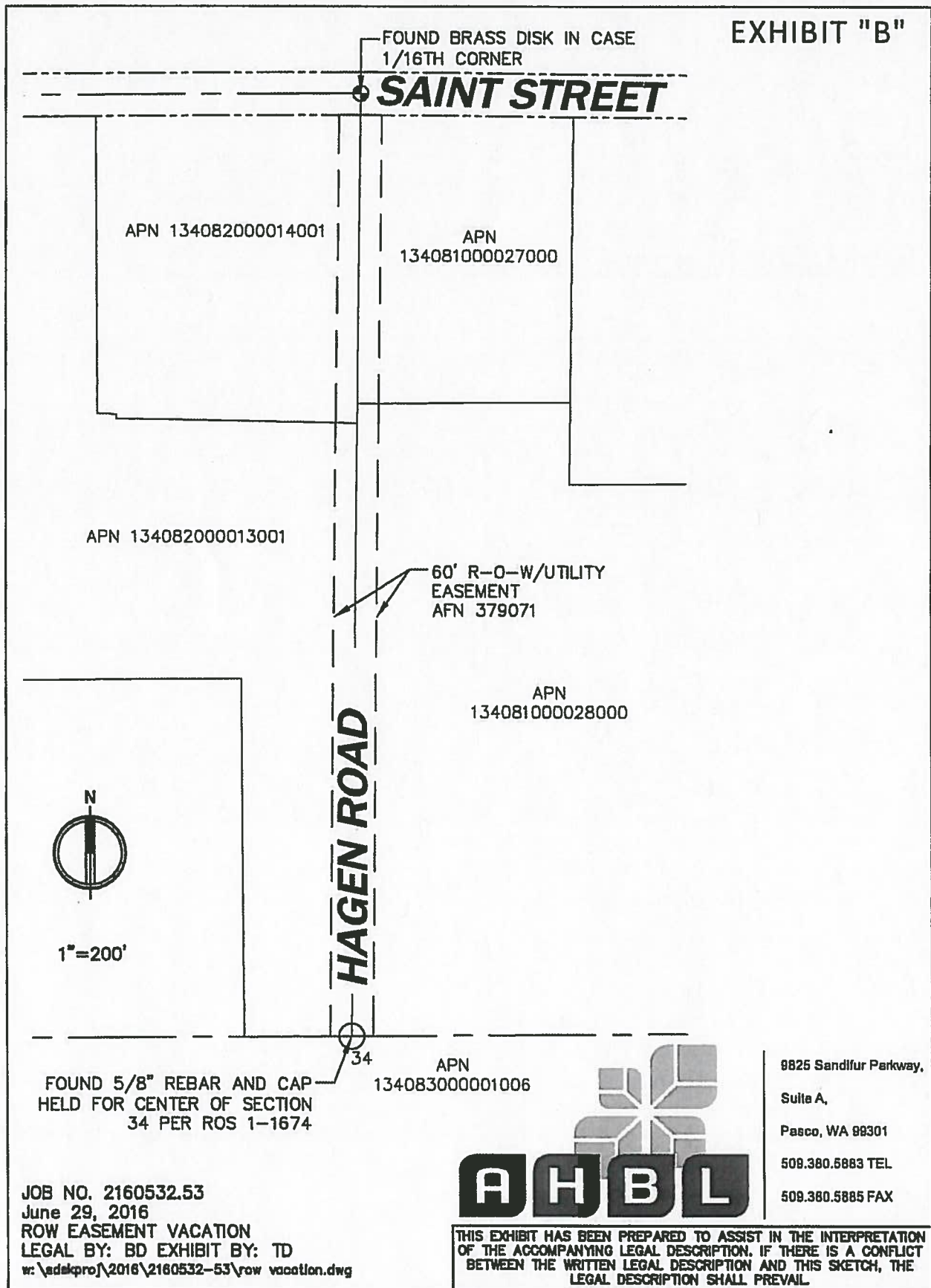


EXHIBIT "B"





June 28, 2016

Mr. Pete Rogalski, P.E.
Public Works Director
City of Richland
PO Box 190, MS-26
Richland, WA 99352-0190

Project: Hagen Road Right-of-Way Easement Vacation, AHBL No. 2160532.50
Subject: Petition to Extinguish /Vacate Right-of-Way Easement for Hagen Road

Civil Engineers

Dear Mr. Rogalski:

Structural Engineers

On behalf of and as agent for Lamb-Weston Inc., AHBL Inc. respectfully requests that the 60-foot wide Right-of-Way Easement for Hagen Road, lying southerly of Saint Street and northerly of the center quarter section line for Section 34, be extinguished or vacated, per RCW 35.79. Furthermore, let it be known that this request for easement extinguishment will not land lock any parcels (Richland Airport abutting on south has and supports alternates access points). The easement will not be needed for future use, will not adversely affect the public, and the adjoining landowners are at present, the underlying fee owners.

Landscape Architects

Community Planners

Land Surveyors

In conjunction with the easement extinguishment, utility easements shall be prepared and recorded to cover the existing surface and/or sub-surface utility lines.

Neighbors

The purpose of this request is to accommodate the construction of a commercial frozen foods manufacturing and processing facility. Access points and easements already exist; and a boundary line adjustment will help facilitate traffic flow and parking, buildings. If needed, alternate access easements shall be prepared.

Lamb-Weston Inc. has been and continues to be an important member within the City of Richland, and contributor to the greater Tri-Cities economy. We trust the attached Hagen Road legal description, exhibit map, and utility easements are sufficient to move this request forward.

If you have any questions, please call me at (509) 380-5883.

Sincerely,

John W. Becker, PLS
Vice President

Brian Mills
Director of Engineering
ConAgra Foods Lamb Weston

TRI-CITIES

9825 Sandifur Pkwy
Suite A
Pasco, WA 99301-6738
509.380.5883 TEL

www.ahbl.com

Mr. Pete Rogalski, P.E.
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JWB/el

Enclosures

c: Tyler Duncan, Bruce Duncan - AHBL

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EXHIBIT "A"

THAT PORTION OF HAGEN ROAD AS DESCRIBED IN AND SHOWN ON THE EASEMENT QUIT CLAIM DEED RECORDED UNDER AUDITOR'S FEE NO. 379071, RECORDS OF BENTON COUNTY, WASHINGTON, LYING WITHIN THE SOUTH HALF OF THE NORTH HALF OF SECTION 34, TOWNSHIP 10 NORTH, RANGE 28 EAST OF THE WILLAMETTE MERIDIAN AND LYING 30.00 FEET TO EACH SIDE OF THE NORTH-SOUTH CENTERLINE OF SAID SECTION.

EXCEPT THE NORTH 30.00 FEET THEREOF FOR SAINT STREET.

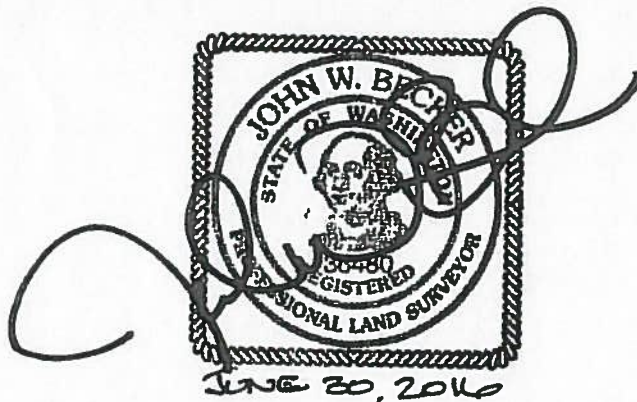
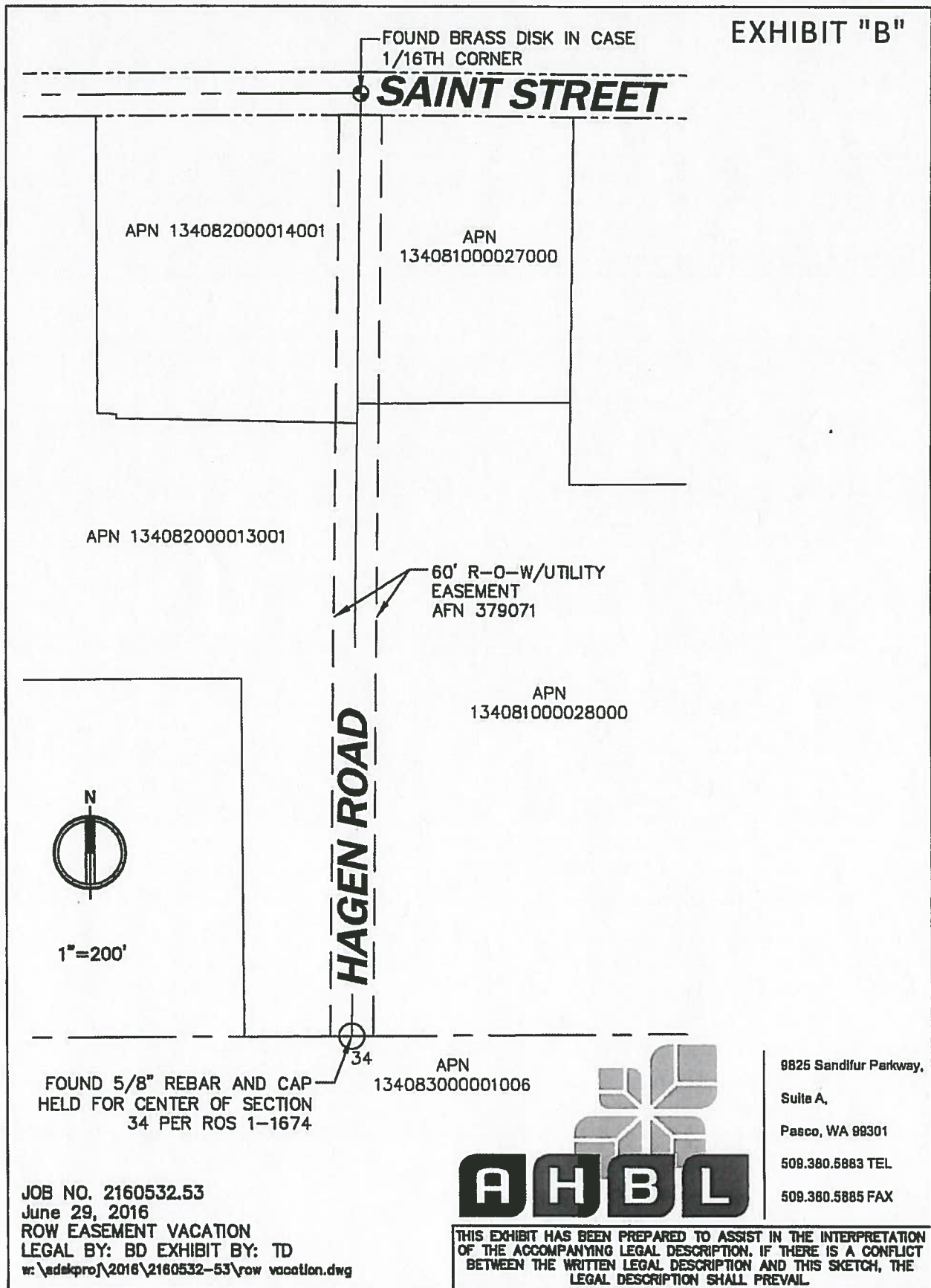


EXHIBIT "B"





COUNCIL AGENDA ITEM COVERSHEET

Council Date: 09/20/2016

Agenda Category: Resolutions – Adoption

Key Element: Key I - Financial Stability & Operational Effectiveness

Subject:

Resolution No. 154-16, Approval of Sale of Surplus Equipment

Department:

Administrative Services

Ordinance/Resolution Number:

154-16

Document Type:

Resolution

Recommended Motion:

Adopt Resolution No. 154-16, declaring the items in the attached list as surplus and authorize staff to dispose of the equipment and items in a manner most advantageous to the City.

Summary:

From time to time as City vehicles, equipment and other property reach the end of their useful lives, the property is removed from service and disposed of according to the RMC Chapter 3.08 Disposition of City-Owned Personal Property. RMC 3.08 requires Council approval for items with an estimated salvage value of over \$5,000 or if the items were purchased for use in a utility.

The listed equipment and items in the resolution have been determined to be excess to the City.

Fiscal Impact:

Yes

Proceeds from the sale of these surplus items will be deposited into the appropriate fund that the equipment originated from. In the case of fleet equipment, the proceeds will be deposited into the Equipment Replacement Fund.

Attachments:

1. Resolution No. 154-16
2. Attachment to Resolution No. 154-16

RESOLUTION NO. 154-16

A RESOLUTION of the City of Richland declaring certain vehicles and equipment surplus to the City's needs.

WHEREAS, the City Council, as legislative authority of the City of Richland, has determined that certain vehicles and equipment are surplus.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Richland as follows:

Section 1. The City Council finds and declares that certain vehicles and equipment, as listed on the attachment, are no longer needed and therefore are surplus to the City's needs.

Section 2. Staff is hereby authorized to sell or dispose of said vehicles and equipment on behalf of the City.

BE IT FURTHER RESOLVED that this resolution shall take effect immediately.

ADOPTED by the City Council of the City of Richland at a regular meeting on the 20th day of September, 2016.

ROBERT THOMPSON
Mayor

ATTEST:

APPROVED AS TO FORM:

MARCIA HOPKINS
City Clerk

HEATHER KINTZLEY
City Attorney

Vehicle No.	Year	Est. Value	Dept. /Division	Item Description
6560	2008	\$5,500.00	ADMIN SERVICES EQUIP MAINT.	HUQVARNA UTILITY VEHICLE
2261	1994	\$1,200.00	ENERGY SERVICES ELEC ENG.	JEEP CHEROKEE 4X4
2329	2001	\$500.00	ENERGY SERVICES METERS	SUZUKI VITARA
		\$1,000.00	ENERGY SERVICES POWER OPS	500 KVA PAD MOUNT DISTRIBUTION TRANSFORMER
		\$1,000.00	ENERGY SERVICES POWER OPS	115KV GALVANIZED 90' POLE, THREE PIECES
		\$1,000.00	ENERGY SERVICES POWER OPS	MCGRAW RECLOSER, 15KV,VWE
		\$1,000.00	ENERGY SERVICES POWER OPS	500 KVA PAD MOUNT DISTRIBUTION TRANSFORMER
		\$1,000.00	ENERGY SERVICES POWER OPS	500 KVA PAD MOUNT DISTRIBUTION TRANSFORMER
		\$1,000.00	ENERGY SERVICES POWER OPS	S&C CIRCUIT SWITCHER OPERATOR, MOTO-MECH STYLE, ALUMINUM
		\$1,000.00	ENERGY SERVICES POWER OPS	DEMAND SHIFTER, 10KW AND BATTERIES, GREEN
		\$5,000.00	ENERGY SERVICES POWER OPS	(QTY 5) 556.5 ACSR CONDUCTOR (DOVE) AND REELS, APPROXIMATE FOOTAGE IS 25,000'

Vehicle No.	Year	Est. Value	Division	Item Description
	1979	\$1,500.00	ENERGY SERVICES POWER OPS	750 KVA PAD MOUNT DISTRIBUTION TRANSFORMER
		\$1,500.00	ENERGY SERVICES POWER OPS	750 KVA PAD MOUNT DISTRIBUTION TRANSFORMER
		\$1,500.00	ENERGY SERVICES POWER OPS	750 KVA PAD MOUNT DISTRIBUTION TRANSFORMER
		\$1,500.00	ENERGY SERVICES POWER OPS	750 KVA PAD MOUNT DISTRIBUTION TRANSFORMER
2256	1994	\$1,500.00	ENERGY SERVICES POWER OPS	FORD F-150 TRUCK
	1979	\$2,000.00	ENERGY SERVICES POWER OPS	1000 KVA PAD MOUNT DISTRIBUTION TRANSFORMER
		\$2,000.00	ENERGY SERVICES POWER OPS	1000 KVA PAD MOUNT DISTRIBUTION TRANSFORMER
		\$2,000.00	ENERGY SERVICES POWER OPS	1000KVA PAD MOUNT DISTRIBUTION TRANSFORMER
3195	1997	\$3,800.00	ENERGY SERVICES TECH SERVICES	CHEVROLET 1-TON SERVICE TRUCK
3161	1993	\$1,809.00	ENERGY SERVICES TECH SERVICES	CHEVROLET CARGO VAN

Vehicle No.	Year	Est. Value	Division	Item Description
1380	2008	\$6,750.00	POLICE DEPARTMENT	CHEVROLET IMPALA
1104	2012	\$17,000.00	POLICE DEPARTMENT	CHEVROLET CAPRICE
1105	2012	\$17,000.00	POLICE DEPARTMENT	CHEVROLET CAPRICE
1107	2012	\$17,000.00	POLICE DEPARTMENT	CHEVROLET CAPRICE
1108	2012	\$17,000.00	POLICE DEPARTMENT	CHEVROLET CAPRICE
		\$100.00	PUBLIC WORKS SOLID WASTE	ARIENS WALK BEHIND TILLER
		\$100.00	PUBLIC WORKS SOLID WASTE	ELECTRIC MIXER/CONCRETE 3 1/2 CF
		\$500.00	PUBLIC WORKS SOLID WASTE	NEW HOLLAND WIRE BALER HAYLINER MODEL 282
6548	2003	\$500.00	PUBLIC WORKS SOLID WASTE	MAD VAC VACUUM
4106	1997	\$500.00	PUBLIC WORKS SOLID WASTE	WILSON 5TH WHEEL TRAILER
		\$2,000.00	PUBLIC WORKS SOLID WASTE	10K PLUS WATER TANK

Vehicle No.	Year	Est. Value	Division	Item Description
		\$3,000.00	PUBLIC WORKS SOLID WASTE	WOODS RB990 GRADER BLADE
		\$5,000.00	PUBLIC WORKS SOLID WASTE	RANKIN TILLER RG305
72	1971	\$500.00	PUBLIC WORKS WASTE WATER	MARKLIFT MODEL 42
6428	1992	\$1,100.00	PUBLIC WORKS WATER	TRAILER MOUNTED GENERATOR
2282	1998	\$2,950.00	PUBLIC WORKS WATER	CHEVROLET 3/4 TON TRUCK
2348	2003	\$3,500.00	PUBLIC WORKS WATER	CHEVROLET AWD VAN
3234	2002	\$3,836.00	PUBLIC WORKS WATER	CHEVROLET CARGO VAN
3232	2002	\$4,500.00	PUBLIC WORKS WATER	CHEVROLET 1-TON SERVICE TRUCK



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 09/20/2016

Agenda Category: Resolutions – Adoption

Key Element: Key I - Financial Stability & Operational Effectiveness

Subject:

Resolution No. 172-16, Authorizing an Agreement with Bonneville Environmental Foundation for Renewable Energy Purchase Option

Department:

Energy Services

Ordinance/Resolution Number:

172-16

Document Type:

Resolution

Recommended Motion:

Adopt Resolution No. 172-16, Authorizing Execution of an agreement with Bonneville Environmental Foundation for a Renewable Energy Purchase Option.

Summary:

Richland Energy Services (RES), as a large utility with more than 25,000 meters, is required by RCW 19.29A.090 to offer a voluntary option for customers to purchase qualified alternative energy resources (green power). RCW 19.29A.090 allows RES to provide qualified alternative energy resource options through either (a) resources it owns or contracts for, or (b) the purchase of verifiable qualified alternative resources credits issued by a clearinghouse or other system.

Bonneville Environmental Foundation (BEF) has the expertise, resources and desire to provide a turnkey, online solution and offer RES customers a renewable energy program. RES will market BEF's program to residential and commercial customers. Customers would voluntarily purchase and receive renewable energy credits (RECs) from BEF using the BEF website. The cost of purchases would be borne by customers participating in the program.

RES staff has determined that Bonneville Environmental Foundation's renewable energy program is the most cost-effective way for RES to meet the statutory requirements of RCW 19.29A.090. RES plans to spend \$2,500 annually for BEF's program administration and marketing materials.

Staff recommends Council adopt Resolution 172-16 authorizing the City Manager to sign and execute an agreement with BEF for program administration for a turnkey renewable energy program.

Fiscal Impact:

Staff proposes funding this agreement for \$2,500 annually. This amount is included within the City's 2016 approved budget for the Electrical Utility Fund – Expert Services.

Attachments:

1. Draft Resolution No. 172-16
2. Draft Contract

RESOLUTION NO. 172-16

A RESOLUTION of the City of Richland authorizing execution of an agreement with Bonneville Environmental Foundation (BEF) to establish a voluntary Renewable Energy Program.

WHEREAS, the City of Richland operates a retail municipal electric utility with more than 25,000 meters; and

WHEREAS, RCW 19.29A.090, Voluntary option to purchase qualified alternative energy resources – Rates, terms, and conditions – Information maintenance, requires large electric utilities with more than 25,000 meters to provide a voluntary option for customers to purchase qualified alternative energy resources meaning the electricity or thermal energy produced by wind, solar energy, geothermal energy, landfill gas, wave or tidal action, gas produced during wastewater treatment, qualified hydropower, or biomass energy; and

WHEREAS, RCW 19.29A.090 allows Richland Energy Services (RES) to provide qualified alternative energy resource options through either (a) resources it owns or contracts for, or (b) the purchase of verifiable qualified alternative resources credits issued by a clearinghouse or other system; and

WHEREAS, Bonneville Environmental Foundation (BEF) has the expertise, resources and desire to provide a turnkey, online solution and offer RES customers a renewable energy program on behalf of RES; and

WHEREAS, RES will market BEF's program to customers; and

WHEREAS, RES's residential and commercial customers would voluntarily purchase and receive renewable energy credits (RECs) from BEF using the BEF website; and

WHEREAS, the cost of purchases would be borne by customers participating in the program; and

WHEREAS, RES staff has determined that BEF's renewable energy program is the most cost-effective way for RES to meet the statutory requirements of RCW 19.29A.090.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Richland, that the City Council authorizes the City Manager to execute an agreement with Bonneville Environmental Foundation for a voluntary, turnkey Renewable Energy Program.

BE IT FURTHER RESOLVED that this resolution shall take effect immediately.

ADOPTED by the City Council of the City of Richland at a regular meeting on the 20th day of September, 2016.

ROBERT J. THOMPSON
Mayor

ATTEST:

APPROVED AS TO FORM:

MARCIA HOPKINS
City Clerk

HEATHER KINTZLEY
City Attorney



GREEN POWER PROGRAM AGREEMENT

This is an Agreement (“**Agreement**”) dated **September 8, 2016** between the **Bonneville Environmental Foundation** (“**BEF**”), located at 240 SW First Avenue, Portland, OR 97204 and **City of Richland, a Washington municipal corporation** (hereinafter “**Utility**”) located at **840 Northgate Drive, Richland, WA 99352**. In this document, BEF and Utility may be referred to individually as “**Party**” or collectively as “**Parties**”.

RECITALS:

WHEREAS, Utility desires to offer its customers access to a voluntary green power program; and,

WHEREAS, the development and administration of a voluntary green power program may be resource and cost-prohibitive for Utility; and,

WHEREAS, BEF has the expertise, resources and desire to provide a turn-key online solution to offer a green power program on behalf of the Utility; and,

WHEREAS, Utility desires to participate in BEF’s turn-key online solution.

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, the Parties agree as follows:

SECTION I: RELATIONSHIP AND RESPONSIBILITIES OF THE PARTIES

1.1 **BEF Responsibilities.** BEF shall make available Utility an online green power program (the “**Program**”) and assist Utility in promoting the Program by providing Utility with the following:

- (a) *Online Program enrollment page and REC sales.* BEF will provide Utility and Utility’s customers with access to a customized Program enrollment page that will describe the Program and direct customers to an online shopping page where they can purchase RECs for a portion or all of their electricity use. All RECs sold to Utility customers will be sourced from Green-e certified renewable energy sources such as wind, solar or biogas projects.
- (b) *REC Pricing.* BEF will provide Utility customers with competitive pricing consistent with pricing it offers to BEF’s other online customers.

- (c) *Promotional Materials.* BEF will provide the Utility with the following materials:
- Up to 250 BEF-branded trifold brochures (one set per year) describing the green power option for individuals/households, what green power is, and the environmental benefits of supporting clean, renewable energy. The brochure will include instructions for customer enrollment in the program.
 - Up to 100 BEF-branded trifold brochures (one set per year) describing the green power option for businesses, what green power is, and the environmental benefits of supporting clean, renewable energy. The brochure will include instructions for customer enrollment in the program.
 - Ready-to-place website copy describing the Program for individuals and businesses with direct links to BEF's enrollment pages on the BEF website.
 - Embed code for a web ad that links directly to the Program enrollment page.
- (d) *Purchase Receipts and Cancellation Policy.* BEF will email receipts of monthly charges to all enrolled customers immediately following their transaction. Customers may cancel their green power option subscription at any time. Businesses that cancel their subscription will receive information following cancellation with instructions on how to modify their claims according to the duration of their actual purchase.
- (e) *REC Certificates.* BEF will provide each customer who purchases RECs under the Program with a proof of purchase certificate once per year. All certificates will be delivered via e-mail.
- (f) *Reporting.* BEF will provide Utility with an annual report detailing Program activity (i.e. quantity of customers and quantity of units sold) attributed to Utility.

BEF's responsibilities set forth in Section 1.1 shall collectively be known as the "**BEF Activities**".

1.2 Utility Responsibilities. Utility shall promote and support the Program as follows:

- (a) *Promotion.* Utility will promote the Program to its customers by distributing the BEF provided materials referenced in Section 1.2(c) above in a manner Utility deems to be most effective for encouraging participation by its individual, household and business customers to enroll in the Program. Utility will also place the ready-to-place website copy and embed code for a web ad provided by BEF prominently on its website. Notwithstanding the provisions herein,

- the Utility shall not be required to create or maintain a website for the sole purpose of meeting the requirements in this Section 1.2(a).
- (b) *Program Fees.* Utility will pay to BEF \$2,500.00 (Two-Thousand Five Hundred Dollars) annually for the term of this Agreement.

The Utility's responsibilities set forth in Section 1.2 shall collectively be known as the "**Utility Activities**".

SECTION 2: INTELLECTUAL PROPERTY RIGHTS

2.1 Content & Materials Provided by BEF. BEF shall retain all right, title and interest in and to any and all materials created by BEF and/or included on the Program website, enrollment pages and purchase site. The right of Utility to use the foregoing materials shall: (a) be revocable at any time by BEF for any reason or no reason, upon written notice thereof provided to Utility; and (b) automatically expire upon expiration or earlier termination of this Agreement. Accordingly, Utility shall immediately cease using all such materials as of such expiration, termination or notice of revocation.

2.2 User Data. As between Utility and BEF, and as permitted by applicable law, BEF shall own all right, title and interest in and to end user data collected through the Program and Utility receives no ownership, license or other right to such end user data.

SECTION 3: REPRESENTATIONS AND WARRANTIES

3.1 Mutual Representations and Warranties. Each Party represents and warrants that (a) it has full power and authority to enter into this Agreement and to carry out its obligations under this Agreement, (b) this Agreement is enforceable against it, (c) there is no legal proceeding pending or, to its knowledge, threatened against it that is reasonably likely to affect its ability to perform its obligations under this Agreement and (d) its execution, delivery and performance of this Agreement will not (i) conflict with its governing documents or its contracts, (ii) require the consent or approval of any governmental or private party (iii) violate any applicable laws or regulations, and/or (iv) infringe on any third party's rights including, without limitation, any intellectual property rights or rights of publicity or privacy (including user privacy).

SECTION 4: INDEMNITY

4.1 Indemnification by Utility. Utility will indemnify, protect, defend and hold BEF harmless from and against any and all third-party claims, actions, demands,

suits, judgments, losses, costs, damages, injuries or expenses, including attorneys' fees (collectively, "**Claims**"), arising out of or in any way related to (a) the Utility Activities; (b) the Utility's claims around meeting its requirements under Washington Statute; and (c) any Claim arising out of Utility's breach of any representations or warranties hereunder.

4.2 Indemnification by BEF. BEF will indemnify, protect, defend and hold Utility harmless from and against any Claim arising out of or in any way related to BEF's breach of any representations or warranties hereunder.

SECTION 5: TERM AND TERMINATION

5.1 Term. This Agreement will commence as of the Effective Date and will continue in effect until December 31, 2019, or earlier termination in accordance with Section 5.2. The Parties may extend the Term by written amendment signed by both Parties.

5.2 Early Termination. Either Party may terminate this Agreement upon 30 days written notice to the other Party. BEF may terminate this Agreement immediately upon a breach by Utility.

SECTION 6: MISCELLANEOUS

6.1 Confidentiality. Utility shall not copy or otherwise reproduce, publish, sell, use, make any commercial use of, exploit, disclose or divulge any "Confidential Information" (as hereinafter defined) of BEF to any person or entity, except: to the extent necessary to comply with law or the valid order of a court or governmental agency of competent jurisdiction, in which event Utility shall notify BEF as promptly as practicable (and prior to making such disclosure) and shall seek confidential treatment of such information, and, with regard to this Agreement, to Utility accountants, financial advisors and attorneys as part of normal reporting or review procedures. "Confidential Information" means any and all information or data, however produced or reproduced, which is information of BEF, or any BEF affiliate, of a sensitive, proprietary or confidential nature, including, without limitation, the terms of this Agreement, any summaries, reports, charts, strategic plans, program plans, technology plans, production plans, budgets and/or intellectual property designed, developed or created by BEF or any BEF affiliate.

6.2 No Waiver. The Parties hereby agree that no failure or delay by a Party to this Agreement, in exercising any right, power or privilege hereunder will operate as a waiver thereof, nor will a single or partial exercise thereof preclude any other or

further exercise thereof or the exercise of any right, power or privilege hereunder.

6.3 Governing Law and Venue. This Agreement will be governed and construed in all respects in accordance with the laws of the State of Washington (without giving effect to the provisions thereof relating to conflicts of law).

6.4 Arbitration. Any dispute under this agreement shall be subject to mandatory arbitration in accordance with the effective rules of the Arbitration Service of Richland, with the arbitrator's decision binding on all parties. If an arbitration hearing is required, such hearing shall be held in Richland, WA.

6.5 Entire Agreement. This Agreement constitutes the entire agreement between the Parties with respect to the subject matter of this Agreement, and supersedes all other prior agreements and understandings, both written and oral, between the Parties with respect to the subject matter of this Agreement, and no Party will be liable or bound to any other Party in any manner by any warranties, representations, or covenants except as specifically set forth herein or therein. Except as expressly provided herein, neither this Agreement nor any term of this Agreement may be amended, waived, discharged or terminated other than by a written instrument signed by the Party against whom enforcement of any such amendment, waiver, discharge, or termination is sought.

6.6 Relationship of the Parties. Nothing herein contained shall constitute a partnership between or joint venture by the Parties hereto, or make either Party the agent of the other. Neither Party shall hold itself out contrary to the terms of this Section 6.6 and neither Party shall become liable by any representation, act or omission of the other contrary to the provisions hereof.

6.7 Notices. Unless otherwise provided, any notice, request, demand or other communication required or permitted under this Agreement will be given in writing and will be deemed effectively given upon personal delivery to the Party to be notified, or when sent by telecopier (with receipt confirmed), or one business day following deposit with overnight courier or three business days following deposit with the United States Post Office, by registered or certified mail, postage prepaid and addressed as follows (or at such other address as a Party may designate by notice to the other):

If to **Utility:**

City of Richland
Energy Services
840 Northgate Dr.
Richland, WA 99352
Attn: Sandi Edgemon

If to **BEF:**

Bonneville Environmental Foundation
240 SW 1st Avenue
Portland, OR 97204
Attn: Todd Reeve

6.8 **Assignment.** Without the prior written consent of the other Party, no Party may assign any of its rights or delegate any of its obligations under this Agreement in whole or in part, by operation of law or otherwise.

6.9 **Public Rights.** Nothing contained in this Agreement shall be construed to be prejudicial to, or operate in derogation of, any rights, licenses, privileges or property, which either Party may enjoy or be entitled to as a member of the public even if this instrument were not in existence.

6.10 **Contingencies.** BEF may automatically suspend the Program during all periods (a) that Utility fails or refuses to perform the Utility Responsibilities or Utility is otherwise in breach or default hereof; or (b) that BEF's business or BEF's activities related thereto are prevented or interrupted because of force majeure events (e.g., any other labor dispute, strike, lock-out, fire flood, earthquake, war, civil unrest, governmental action, proceeding or injunction), or other event beyond BEF's reasonable control, or for any other reason which BEF deems necessary in order to avoid liability or harm to BEF's interests. Any suspension or termination hereunder shall be in addition to all other rights or remedies available to BEF hereunder, at law or in equity.

6.11 **Severability.** Whenever possible, each provision or portion of any provision of this Agreement will be interpreted in such manner as to be effective and valid under applicable law but if any provision or portion of any provision of this Agreement is held to be invalid, illegal or unenforceable in any respect under any applicable law or rule in any jurisdiction, such invalidity, illegality or unenforceability will not affect any other provision or portion of any provision in such jurisdiction, and this Agreement will be reformed, construed and enforced in such jurisdiction as if such invalid, illegal or unenforceable provision or portion of any provision had never been contained herein.

6.12 **Counterparts.** This Agreement may be executed in counterparts, each of which will be deemed to be an original, but all of which, when taken together, will constitute one and the same Agreement.

6.13 **Further Assurances.** Utility agrees to promptly execute and deliver such documents and instruments and to promptly do such other acts as are requested by BEF to effectuate the purposes of this Agreement.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed as of the day and year first above written.

City of Richland

Signature: _____

By: Cathy Robinson

Its: Purchasing Manager

BONNEVILLE ENVIRONMENTAL
FOUNDATION

Signature: 

By: Val Fishman

Its: Chief Development Officer



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 09/20/2016

Agenda Category: Resolutions – Adoption

Key Element: Key I - Financial Stability & Operational Effectiveness

Subject:

Resolution No. 181-16, Appointments to the Utility Advisory Committee

Department:
City Attorney

Ordinance/Resolution Number:
181-16

Document Type:
Resolution

Recommended Motion:

Adopt Resolution No. 181-16, appointing James Sanders and reappointing Daniel Porter and Jeff Dagle to the Utility Advisory Committee.

Summary:

The terms Position Nos. 3, 4, and 7 on the Utility Advisory Committee (UAC) will be expiring on September 30, 2016, and are currently held by Ed Revell, Daniel Porter and Jeff Dagle respectively.

UAC Vice Chair Keck and Council Liaisons Lemley and Christensen are recommending the appointment of James Sanders to Position No. 3, Daniel Porter to Position No. 4, and Jeff Dagle to Position No. 7 for three-years commencing October 1, 2016, through September 30, 2019.

Candidates Hank Kosmata and Lloyd Becker were also considered for appointment.

Fiscal Impact:

None.

Attachments:

1. Proposed Resolution
2. Recommendations and Applications

RESOLUTION NO. 181-16

A RESOLUTION of the City of Richland confirming the position appointment of James Sanders and reappointment of Daniel Porter and Jeff Dagle to the Utility Advisory Committee.

BE IT RESOLVED by the City Council of the City of Richland that the following reappointments to the Utility Advisory Committee are hereby confirmed:

<u>NAME</u>	<u>POSITION NO.</u>	<u>TERM ENDING</u>
James Sanders	3	9/30/19
Daniel Porter	4	9/30/19
Jeff Dagle	7	9/30/19

BE IT FURTHER RESOLVED that this resolution shall take effect immediately.

ADOPTED by the City Council of the City of Richland, at a regular meeting on the 20th day of September 2016.

ROBERT J. THOMPSON
Mayor

ATTEST:

APPROVED AS TO FORM:

MARCIA HOPKINS
City Clerk

HEATHER D. KINTZLEY
City Attorney

Barham, Debby

From: Roy Keck <roykeck@charter.net>
Sent: Wednesday, September 14, 2016 2:48 PM
To: Grout, Michelle; Barham, Debby
Cc: Melendrez, Sabrina; Hammond, Robert; 'Dagle, Jeffery E'; Rogalsky, Pete
Subject: RE: UAC Recommendation

Debby,

The terms of three Utility Advisory Committee members will expire on September 30, 2016. The three positions are No. 3 held by Ed Revell, No. 4 held by Daniel Porter and No. 7 held by Jeff Dagle. The City of Richland advertised for applicants for these three positions and received five responses.

A subcommittee of Roy Keck, UAC Vice Chair, and UAC members Steve Arneson and Ed Revell and Council Liaison Phillip Lemley and Terry Christensen was formed to review the applications, interview applicants, and make recommendations to the full UAC and the full UAC make recommendation on to the Council. Ed Revell currently holds position No.3 and previously announced that he was not reapplying and would be available to serve on the subcommittee. The subcommittee met on September 6, 2016, interviewed all five applicants and with anonymous consensus concluded to recommend to the full UAC; the reappointment of Daniel Porter to position No.4 and Jeff Dagle to position No. 7 and the appointment of James Sanders for open position No.3.

The subcommittee provided its recommendation to the full UAC at the September 13, 2016 UAC meeting and the full UAC also with anonymous consensus concluded to recommend to Council;

- The reappointment of Daniel Porter to position No. 4 for a three year term
- The reappointment of Jeff Dagle to position No. 7 for a three year term
- The appointment of James Sanders to position No. 3 for a three year term

Thanks Roy Keck
UAC Vice Chair

Select the Board, Commission or Committee applying for:

Utility Advisory Committee

PERSONAL INFORMATION:

First Name Daniel
Last Name Porter
Street Address 2854 Hawkstone Ct.
City Richland
State Washington
Zip 99354
Email: porterdw@charter.net
Contact Phone: (509) 375-0344
Alternate Phone (509) 521-2572
Length of Residency 29 years
in the City of
Richland
Occupation: Retired

RECEIVED

AUG 01 2016

RICHLAND CITY CLERK

EDUCATION:

BS Nuclear Engineering, Oregon State University

EXPERIENCE:

Experience Applicable to the City Board, Commission or Committee to which you are applying.

Over 35 years electric power industry experience, including nuclear, conventional and renewable technologies. Over 15 years experience power plant development and financing. 30 years of experience at Energy Northwest working with northwest public power utilities that make up the ENW membership, as well as the Bonneville Power Administration. Served two terms on the UAC for the City of Richland. Good understanding of power generation, power transmission, public finance, and power project management and development. Having served two terms on the Richland UAC, have acquired knowledge of other city utilities, including solid waste, sewer and water.

Additional details can be provided upon request.

Are you currently serving on a Board, Commission or Committee?

Yes

If Yes, which one/s?

Richland UAC

Are you a City of Richland Employee?

Per Richland Municipal Code Section 2.28.520, no employee, during his or her term of service in City employment, shall be eligible, or be appointed, to serve on any City board, committee or commission performing an advisory function to the City Council.

(No

By submitting this application, I hereby waive my right to privacy with respect to the information contained in my application and any supporting documents attached thereto. The City, its officials or employees are authorized to make my application and supporting documents available for public inspection, including inspection by members of the media. In addition, I certify that I am in compliance with the qualification requirements.

I accept

A resume is required to complete the application.

Dan Resume-16.doc

BRIEF RESUME

Daniel W. Porter

Current Address

2854 Hawkstone Ct
Richland, WA 99354
Home (509) 375-0344
Cell (509) 521-2572

Email Address

porterdw@charter.net

Education/Professional Licenses

Bachelor of Science, Nuclear Engineering, Oregon State University
Registered Mechanical Engineer, California and Washington
Certified Professional Manager

Work Experience

Retired

2005 - Present

- Various community volunteer activities
- Two terms Richland UAC

Energy Northwest, Richland

1977 - 2005

- Manager, Generation Project Development;
Responsibilities included management of the business sector for development of new generating project and utility services proposals, building business models, conducting siting studies and execution of land leases, obtaining permits and licenses, municipal financing, construction contracts, power contracts, and operating plans. Considerable experience working with public and private utilities, commissions, permitting agencies, legislative bodies, the Bonneville Power Administration, media and the general public.
- Various other management positions providing engineering and technical support to Energy Northwest and utility member power projects and utility infrastructure.

Bechtel Power Corporation, San Francisco

1973 - 1977

- Various engineering and lead assignments designing nuclear power plant emergency systems and development of safety analysis reports

Personal

Married, wife Cynthia and 3 Adult Children
Tri-Cities resident for 39 years, 29 years as Richland resident
Active in Local Community and Church in various volunteer capacities, including several major construction projects at Bethel Church.

Additional details and references upon request

Select the Board, Commission or Committee applying for:

Utility Advisory Committee

PERSONAL INFORMATION:

First Name Jeff
Last Name Dagle
Street Address 1716 Alder Ave
City Richland
State WA
Zip 99354
Email: jeff.dagle@pnnl.gov
Contact Phone: (509) 375-3629
Alternate Phone (509) 430-7466
Length of Residency 44 years
in the City of
Richland
Occupation: Electrical Engineer

RECEIVED
AUG 01 2016
RICHLAND CITY CLERK

EDUCATION:

MSEE & BSEE, Washington State University

EXPERIENCE:

Experience Applicable to the City Board, Commission or Committee to which you are applying.

Electrical Engineer at the Pacific Northwest National Laboratory since 1989, currently Chief Electrical Engineer and Team Lead, Electricity Infrastructure Resilience.
Served on the UAC since 2005.

Are you currently serving on a Board, Commission or Committee?

Yes

If Yes, which one/s?

Utility Advisory Committee

Are you a City of Richland Employee?

Per Richland Municipal Code Section 2.28.520, no employee, during his or her term of service in City employment, shall be eligible, or be appointed, to serve on any City board, committee or commission performing an advisory function to the City Council.

No

By submitting this application, I hereby waive my right to privacy with respect to the information contained in my application and any supporting documents attached thereto. The City, its officials or employees are authorized to make my application and supporting documents available for public inspection, including inspection by members of the media. In addition, I certify that I am in compliance with the qualification requirements.

I accept

A resume is required to complete the application.

Dagle resume 21Oct2015.doc

Jeffery E. Dagle

Education

- 1994 Master of Science, Electrical Engineering, Washington State University, Richland, WA
Thesis title: Methodology to Optimize Benefits of Superconductive Magnetic Energy Storage for Electric Power System Applications
- 1989 Bachelor of Science, Electrical Engineering, Washington State University, Pullman, WA
Summa cum laude, power systems option, mathematics minor

Professional Experience

Mr. Dagle joined the Pacific Northwest National Laboratory (operated by Battelle for the U.S. Department of Energy) in 1989, and has focused his technical contributions as follows:

Mr. Dagle leads multiple projects in the areas of electric power grid reliability and security in support of the U.S. Department of Energy's Office of Electricity Delivery and Energy Reliability and other clients. Mr. Dagle has achieved an international reputation based on solid contributions making significant contributions to projects in real-time grid reliability and management, wide-area monitoring systems, load as a reliability resource, and distributed energy resource integration. He is currently leading the North American SynchroPhasor Initiative (NASPI) on behalf of the U.S. Department of Energy. He has been integrally involved in national critical infrastructure protection programs for several years, improving the security of real-time control systems such as supervisory control and data acquisition (SCADA) and leading the cyber security team for smart grid investment grants and demonstration projects associated with the 2009 American Recovery and Reinvestment Act.

He is recognized for his contributions in advanced power system analysis and simulation, and in critical electric power infrastructure protection. He supported the development of the Wide Area Measurement System (WAMS), a suite of measurement technologies and associated information analysis tools that enable better decisions and insight into highly complex electric grid behavior that is undetectable with conventional technology. A prime example resulting from Mr. Dagle's efforts was the WAMS analysis of data from the August 1996 breakup of the Western power system, which identified precursors that, if properly interpreted that day, would have allowed proactive response and either eliminated or reduced the impact of the initial line failure. Mr. Dagle continues to support these efforts and is working to extend the WAMS effort into the Eastern Interconnection within North America. In 2000, the U.S. Department of Energy (DOE) presented WAMS with an Energy 100 award, recognizing it as one of DOE's 100 most significant technical accomplishments in the 20th Century.

Mr. Dagle's reputation in power grid reliability led to his selection to be part of a joint U.S./Canadian task force established to investigate the causes of the August 14, 2003, East Coast blackout. He led the data requests and management team, which gathered data from the affected utilities, organized the data submissions into a data warehouse that he designed, provided an inventory and catalog of this data, and made it available to the blackout investigation team. The efforts of Mr. Dagle and his team played a major role in determining the cause of the 2003 blackout and provided insight for the task force's recommendations. In 2005, Mr. Dagle supported the DOE Infrastructure Security and Energy Restoration Division with on-site assessments in the New Orleans area following Hurricane Katrina. More recently, he was a member of a National Infrastructure Advisory Council (NIAC) study group formed in 2010 to establish critical infrastructure resilience goals. In 2014, Mr. Dagle was invited to serve on a National

Academy of Engineering Committee investigating the analytical research foundations for the next-generation electric grid.

Other prior work included co-managing DOE's Infrastructure Assurance Outreach Program (IAOP) in the late 1990s, which included conducting and leading vulnerability assessments and providing liaison to the electric utility industry. Mr. Dagle's efforts provided verifiable facts and analysis of security weaknesses in the electrical power infrastructure and led to effective corrective actions. In 1998, Mr. Dagle accepted an assignment in Washington DC, providing direct support to DOE's Critical Infrastructure Protection Task Force, which was charged with formulating DOE's response to the Presidential Decision Directive 63 for "Critical Infrastructure Protection." In 1999 Mr. Dagle supported national efforts to evaluate the potential effects the transition to the year 2000 would have on control systems for energy sites. He was the IAOP task leader supporting NERC's Y2K evaluation, he led an assessment for the DOE evaluating potential foreign impacts, he represented DOE on a team of evaluators for the Secretary of Defense, who visited sites in Saudi Arabia where US interests would be impacted, and he taught seminars for grid operators in Russia and Ukraine based on experiences in the U.S. under the International Nuclear Safety Program.

In the mid-1990s, Mr. Dagle led experimental economic analysis of the effect of price responsive load in reducing market prices and price volatility; assessments of emerging demand response programs and technologies, and demonstrations of load in providing ancillary services. This work eventually led to PNNL's "smart grid" research area, which have subsequently resulted in some large demonstration projects to test advanced concepts such as transactive control strategies. Many of the patents and intellectual property listed below have resulted in inventions in this area.

Mr. Dagle has extensive knowledge and experience with advanced power system analysis and simulation software (load flow, transient and midterm stability, and eigenvalue analysis), representing state-of-the-art utility planning and analysis software packages. He has applied these tools in special studies for a variety of clients, including the U.S. Department of Energy, Bonneville Power Administration, the Electric Power Research Institute, other clients. Studies have included analysis of dispersed generation resources on system stability and detailed economic and technical studies of transmission stability enhancement methods, including fast-acting energy storage and the analysis of dynamic system interactions with a multi-terminal high voltage direct current transmission facility, investigation of the power systems impact of geomagnetic disturbances, and evaluating the stability implications of uncommanded load shedding.

The deployment of distributed load control devices, such as smart controls for end-use equipment, can enhance the dynamic stability of the power grid. This technology combines the objectives of flexible alternating current transmission systems (FACTS), the use of power electronics to extend the capability of modern power systems, with the capabilities inherent in standard demand side management (DSM) installations. This novel approach was invented and developed by Mr. Dagle, and further refined in an internally funded R&D project that he managed.

Mr. Dagle has been the leader for several projects involving the design, configuration, installation, and commissioning of programmable logic controllers (PLC) for several systems, including the emergency backup power generators at the Balboa naval hospital in San Diego. Also, Mr. Dagle has performed various engineering studies of several facility electrical distribution systems, including reliability assessments, fault current and protective relay coordination, and economic optimization. Mr. Dagle has

applied industry-standard fault-current and protective relay coordination software tools. In addition, Mr. Dagle routinely performs extensive on-site data collection, facility operational reviews and troubleshooting, and has provided advice and assistance for a variety of clients and at a number of facilities on an as-needed basis.

For the DOE Federal Energy Management Program (FEMP), in the early 1990s Mr. Dagle developed and applied analysis methodology for evaluating distribution system efficiency improvements, such as developing strategies for replacing existing transformer stock with high-efficiency replacement units and evaluating other efficiency improvement measures, such as conservation voltage reduction. He participated on an Army Corps of Engineers Walla Walla district project evaluating the reliability of power system components for hydroelectric facilities. He has also evaluated demonstration projects for energy efficiency through the application of occupancy sensors.

In the early 1990s, Mr. Dagle was an instrumental part of the laboratory's economic and technical evaluations of superconducting magnetic energy storage (SMES). Mr. Dagle was the principle investigator for a series of projects that analyzed the transmission enhancement potential of SMES by simulating the dynamic electromechanical response of the western North American power system model with various outage contingencies and SMES implementation scenarios. In addition, Mr. Dagle has developed various methodologies for evaluating and optimizing SMES performance and life-cycle benefits and cost, which includes all coincident benefits from storage. Mr. Dagle has also applied production-cost dispatch software tools for evaluating dynamic storage benefits. In another superconductor-related project, Mr. Dagle performed engineering analysis on superconducting transformer performance and wrote a computer program to model and optimize key design parameters in a project sponsored by DOE. The transformer model included all power losses and determined key design parameters for both conventional and superconductive transformers.

Technical Society and Professional Activities

- Institute of Electrical and Electronics Engineers (IEEE), Member since 1989, elected to Senior Member grade in 1999
- Past Chairman, IEEE Power Engineering Society Task Force on Fast-Acting Load Control for System and Price Stability (2000-2003)
- Past Chairman, IEEE Power Engineering Chapter in the Richland Section (1998-2002)
- Member of National Society of Professional Engineers (NSPE) (2002-present)
- Member of International Society of Automation (ISA) (2003-2014)

Awards and Honors

- Awarded 2001 Tri-City Engineer of the Year by the Washington Society of Professional Engineers
- Recipient of 4 highly cited U.S. Patents and 8 Foreign Patents (Japan, Germany, Denmark, European Patent Convention, Spain, France, Great Britain, Italy)
- Federal Laboratory Consortium (FLC) Award in 2007 and an R&D 100 Award in 2008 for the Grid Friendly™ Appliance Controller technology.

Mr. Dagle currently serves as the Chief Electrical Engineer and Team Leader for the Electricity Infrastructure Resilience Team at the Pacific Northwest National Laboratory. Mr. Dagle is a licensed Professional Engineer (PE) in the State of Washington.

Select the Board, Commission or Committee applying for:

Utility Advisory Committee

PERSONAL INFORMATION:

First Name James
Last Name Sanders
Street Address 1608 Pisa Ln
City Richland
State WA
Zip 99352
Email: jksanders@frontier.com
Contact Phone: (509) 531-8799
Alternate Phone (509) 619-0027
Length of Residency in the City of Richland 1 year
Occupation: Retired-General Manager Benton PUD

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RICHLAND CITY CLERK

Arts Commission or Parks & Recreation Commission Applicants Only:

Youth-Grade: Not answered

OCCUPATIONAL AND EDUCATIONAL BACKGROUND:

BSEE from WSU
Professional Engineer License
40 year career in the Pacific Northwest electric utility industry in ever increasing responsible position in engineering, power management and executive management. 35 years at Benton PUD in engineering, power management, retiring as General Manager after 16 years in that position. I worked 2 1/2 years for the City of Richland leaving as Chief Engineer of the electric utility. My first job after graduating WSU was with Idaho Power Company as a Distribution Engineer.

EXPERIENCE:

Experience Applicable to the City Board, Commission or Committee to which you are applying.
My extensive background in electric utility industry provides experience for the Utility Advisory Committee. Additionally I have served on Boards of utility organizations. In that role I was not the decision maker but was part of a team that analyzed data provided by the staff of these organizations and made recommendations to the organizations Board members who were often elected officials.

I have served on the BF United Way Board. I am serving on the TRIDEC Board and the board of the Fellowship of Christian Athletes.

Are you currently serving on a City of Richland Board, Commission or Committee?
(An individual is limited to serve on two boards, commissions or committees at the same time)

No

If Yes, which one/s? Not Applicable
Otherwise, enter "Not Applicable" in the field provided

Have you served on a City of Richland Board, Commission or Committee before?

No

If Yes, which one/s?

Not Applicable

**Otherwise, enter "Not
Applicable" in the field
provided**

Are you a City of Richland Employee?

Per Richland Municipal Code Section 2.28.520, no employee, during his or her term of service in City employment, shall be eligible, or be appointed, to serve on any City board, committee or commission performing an advisory function to the City Council.

No

By submitting this application, I hereby waive my right to privacy with respect to the information contained in my application and any supporting documents attached thereto. The City, its officials or employees are authorized to make my application and supporting documents available for public inspection, including inspection by members of the media. In addition, I certify that I am in compliance with the qualification requirements.

I accept

A resume is required to complete the application.

Jim's Resume-2016.doc

James W. Sanders

1608 Pisa Ln, Richland, WA 99352 • Home-509-619-0027; mobile 509-531-8799 • jksanders@frontier.com

CAREER SUMMARY

Successful 40 year career in the Pacific Northwest electric utility industry with consistent achievements in ever increasing responsibilities in engineering, both technical and management; power management, and executive management

EDUCATION

Bachelor of Science in Electrical Engineering
Washington State University, Pullman, WA

June 1973

Professional Engineering License
State of Washington License Number 22307

August 1984

Executive Development Program; American Public Power Association

Principle Centered Leadership; Franklin Covey

PROFESSIONAL EXPERIENCE

General Manager

Jan 1997-Dec 2013

Ensure Benton PUD operates in an ethical, efficient and cost effective manner to deliver electric energy and related services to our customers. Act as the public face of Benton PUD to all constituents including the Board of Commissioners, media.

Set and communicate vision and direction of the District

Exemplify the Code of Ethics and drive ethical conduct through the District

Direct and support the District's strategic planning

Drive operational excellence

Ensure the fiscal integrity of the District

Ensure the District's best interests are protected by acting as the public face of the District and representing the District in State, regional and national forums through ongoing networking and lobbying

Manage, direct, and coach high performing employees to achieve desired results. Provide feedback as necessary to address performance or behavior concerns.

Chief Engineer/Assistant General Manager

Jan 1992- Dec 1996

Benton PUD, Kennewick, WA

Directed and guided staff in ensuring the transmission, substation, and distribution system was designed and constructed in a safe, reliable, and efficient manner while meeting all federal and state electric code requirements

Director of Technical Services

Dec 1985-Dec 1992

Benton PUD, Kennewick, WA

System Engineer

Mar 1980-Nov 1985

Benton PUD, Kennewick, WA

Performed advanced electric system studies, planned and designed the Transmission, substation and distribution system to meet our customers needs in a rapidly growing area and to improve efficiency of the electric system

Project Engineer

Nov 1977-Feb 1980

Benton PUD, Kennewick, WA

Design and manage construction of extensions, replacements, additions, re-arrangements to transmission, substation, and distribution facilities to create a safe reliable electric system for a fast growing utility. Prepared contract specifications for the purchase of electric equipment and services.

Chief Engineer

March 1975-Oct 1977

City of Richland, WA

Directed and guided staff in ensuring the transmission, substation, and distribution system was designed and constructed in a safe, reliable, and efficient manner while meeting all federal and state electric code requirements

Distribution Engineer

June 1973-Feb 1975

Idaho Power Company, Boise, ID

Design and manage construction of extensions, replacements, additions, re-arrangements to distribution facilities to create a safe reliable electric system for a fast growing utility.

PROFESSIONAL AFFILIATIONS

Chairman, Public Power Council Executive Committee

2005-2006

Second Vice Chair, Pacific Northwest Utility Conference Committee

2004-Present

Founding member of Northwest Open Access Network (NOANET) and;

Initial President of the Board of NOANET

Chair of the Manager's Section, WA PUD Association

2004

Founding member of Conservation and Renewable Energy System (CARES) and; Initial President of the Board of CARES

VOLUNTEER EXPERIENCE

Fundraising Chair, United Way of Benton-Franklin Counties

2005

Board Member, United Way of Benton-Franklin Counties

1998-2005

Board Member, TRIDEC

Leadership Roles, West Side Church

1975-2016

Board Member, Fellowship of Christian Athletes

2014-2016



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 09/20/2016

Agenda Category: Resolutions – Adoption

Key Element: Key I - Financial Stability & Operational Effectiveness

Subject:

Resolution No. 182-16, Express Appreciation to Edward Revell for Service on the Utility Advisory Committee

Department:
City Attorney

Ordinance/Resolution Number:
182-16

Document Type:
Resolution

Recommended Motion:

Adopt Resolution No. 182-16, expressing appreciation to Edward Revell for his service on the Utility Advisory Committee.

Summary:

Ed Revell was appointed to the Utility Advisory Committee in October 2016 and will serve until his term expires on September 30, 2016.

Fiscal Impact:

None.

Attachments:

- I. Proposed Resolution

RESOLUTION NO. 182-16

A RESOLUTION expressing the appreciation of the City of Richland and its citizens to Edward Revell for the service he rendered to the City as a member of the Utility Advisory Committee.

BE IT RESOLVED by the City Council of the City of Richland, Washington, that the City and its citizens express publicly and formally to Edward Revell, their appreciation for the service he rendered to the City during his tenure as a member of the Utility Advisory Committee.

BE IT FURTHER RESOLVED that this resolution shall take effect immediately.

ADOPTED by the City Council of the City of Richland at a regular meeting on the 20th of September 2016.

ROBERT J. THOMPSON
Mayor

ATTEST:

APPROVED AS TO FORM:

MARCIA HOPKINS
City Clerk

HEATHER KINTZLEY
City Attorney



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 09/20/2016

Agenda Category: Resolutions – Adoption

Key Element: Key I - Financial Stability & Operational Effectiveness

Subject:

Resolution No. 183-16, Appointments to Economic Development Committee

Department:
City Attorney

Ordinance/Resolution Number:
183-16

Document Type:
Resolution

Recommended Motion:

Adopt Resolution No. 183-16, Appointing Marc Newman and Reappointing Bradley Bricker to the Economic Development Committee.

Summary:

The terms for Position Nos. 1 and 5 on the Economic Development Committee are due to expire on September 30, 2016. The positions are currently held by Craig MacDonald and Bradley Bricker respectively.

EDC Chair Sako and Council Liaison Christensen are recommending the appointment of Marc Newman and reappointment of Bradley Bricker to Position Nos. 1 and 5 respectively.

Candidates Mitchell Griffin, Craig MacDonald, James Main and Alice Orrell were also considered for the positions.

Fiscal Impact:

None.

Attachments:

1. Proposed Resolution
2. Recommendation and Applications

RESOLUTION NO. 183-16

A RESOLUTION of the City of Richland confirming the position appointment of Marc Newman and reappointment of Bradley Bricker to the Economic Development Committee.

BE IT RESOLVED by the City Council of the City of Richland that the following appointment and reappointment to the Economic Development Committee are hereby confirmed:

<u>NAME</u>	<u>POSITION NO.</u>	<u>TERM ENDING</u>
Marc Newman	1	9/30/19
Bradley Bricker	5	9/30/19

BE IT FURTHER RESOLVED that this resolution shall take effect immediately.

ADOPTED by the City Council of the City of Richland, at a regular meeting on the 20th day of September 2016.

ROBERT J. THOMPSON
Mayor

ATTEST:

APPROVED AS TO FORM:

MARCIA HOPKINS
City Clerk

HEATHER D. KINTZLEY
City Attorney



MEMORANDUM

TO: Richland City Clerk

FROM: Gus Sako, Economic Development Committee Chair

DATE: September 6, 2016

SUBJECT: Economic Development Committee Vacancies

On September 2, 2016, Economic Development Committee Member, Suzanne Mitchell, City Council Liaison, Terry Christensen and myself interviewed five candidates for the Economic Development Committee Vacancies for positions one and five, held by Craig MacDonald and Bradley Bricker respectively.

The candidates selected to fill the vacancies in Positions 1 and 5 are as follows:

Position #1:

Currently Held by:

Craig MacDonald

Selected Candidate:

Marc Newman

Position #5:

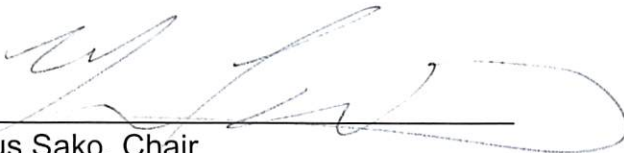
Currently Held by:

Bradley Bricker

Selected Candidate:

Bradley Bricker

If you have any questions, please feel free to contact me.


Gus Sako, Chair
Economic Development Committee

Select the Board, Commission or Committee applying for:

Economic Development Committee

PERSONAL INFORMATION:

First Name Marc
Last Name Newman
Street Address 4339 Limestone Ct
City Richland
State WA
Zip 99352
Email: marcedwardnewman@yahoo.com
Contact Phone: (845) 323-2298
Alternate Phone Not answered
Length of Residency in the City of Richland .08
Occupation: GM Barnard Griffin Winery

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AUG 12 2016

RICHLAND CITY CLERK

Arts Commission or Parks & Recreation Commission Applicants Only:

Youth-Grade: Not answered

OCCUPATIONAL AND EDUCATIONAL BACKGROUND:

Marc Newman

4339 Limestone Ct • Richland, WA 99352 • (845) 323-2298 □ MarcEdwardNewman@Yahoo.com

Introduction

U.S. Army Veteran with proven leadership, team and distributor management skills, hospitality & sales expertise.

Strengths, Skills, and Proficiencies

- Distributor management. Including goal setting, strategic planning, pricing and financials, programming logistics, inventory control
- Complex analytical problem solver and decision maker
- Auditor of key accounts and territory management and strategy development
- Powerful leadership ability as an effective public speaker, positive motivator, and educator
- Communication expert, report building and sales and financial analysis
- Analytical and organized, capable of prioritizing and managing work flow

Professional Experience

Barnard Griffin Winery, Restaurant Manager

Palm Bay International, New York State Manager, Quantum Brands December 2012-January 2016

- Accountable to maintain and grow profit thresholds for Palm Bay International
- Managed operations and revenue for depletions and account sold goals with partner Southern Wine and Spirits New York
- Responsible for revenue profit and loss. During time at Palm Bay International, achievement of growth in dollars of 9% to \$246 million dollars. 7% growth in cases of 447,000 9L cases
- Responsible for broad business marketing. Manage growing depletion targets for Cavit, Santa Rita and across 29 other broad market wine brands and 11 spirit brands. Including regional marketing programs,

rebates, POS development

- Development of strategic budget, pricing plan and incentive dollars (annual average of \$1.9 million dollars) across all levels of distributorship
- Manager of a diverse team of 7 people including supplier brand ambassadors. Ensure compliance with legal and company policies and procedure. Including performance standard reviews and career track planning
- Regular tour of Europe and South America to gain insight on winery practices, trends & techniques

Trinchero Family Estates, Area Sales Manager June 2008- December 2012

Metro New York

- Applied business management and organizational behavior strategy for growth of portfolio in NY market
- Planned programs & accounting measures with Southern Wine & Spirits management & marketing teams to achieve high performing sales drives and over all objectives
- Consistent growth over time in market from 281,582 cases to 405,179 cases across entire portfolio. A percentage growth of 43.89%. Managed explosive growth of blend category and the category leader Menage a Trois
- Managed growing portfolio across all divisions and channels. Including on & off premise, national and regional restaurant and retail chains
- Developed and lead trade & consumer events including annual NYC Food Network Food and Wine Festival

Southern Wine & Spirits, Key Account Manager September 2006-June 2008

Albany Market

- Audited logistics and statistics for fine wine accounts including wine sales and distribution
 - Key educator for standards and operations.
- Educated sommelier, provided staff training, wine and spirit education seminars
- Created successful and complete wine programs according to each account's needs

Service Universal 'Charmer Sunbelt Group', Wine & Spirits Sales Professional May 2003-September 2006

Lower Hudson Valley New York

- Realized target sales and distribution goals to regional on- & off-premise accounts
- Responsibilities included territory financial monitoring, introducing new products, gaining and growing distribution
- Worked closely with accounts to better understand their needs specific to their area market trends

Martin Scott Wines, On premise Sales May 2005- September 2006

Westchester County

- On premise specialist in Westchester county for diverse international wine portfolio.

Lanterna Tuscan Bistro, General Manager August 2002-May 2005

Nyack New York

- Busy downtown village bistro averaging \$15,000 in monthly sales
- Book keeping and daily reporting for profit and loss audit
- Inventory control and vendor negotiations for full bar beverage program and ancillary products for use in front of the house
- Staffing manager. Directed regular educational trainings based on hospitality science and beverage program
- Organized and participated in monthly consumer wine dinners and cooking classes. Regular participation with of premise community fundraisers and catering opportunities

Freelance Café and Wine Bar, Xaviars Restaurant Collection May 2008-August 20

Piermont New York

- Owned and operate by Zagat rated, Iron Chef champion Peter X. Kelly.
 - All fronts of hospitality.
 - Director of guests experience and relationships.
 - Provided training to oncoming talent
- More restaurant experience available upon request

Education

Nyack High School. Completed
 Buffalo State College. Did not complete
 Guild of Sommelier course. Completed
 Weist Barron School for Acting 3 year. Completed

Professional Memberships

United States ARMY Veteran, Guild of Sommeliers, Screen Actors Guild, other Fraternal Organization

EVENT EXPERIENCE

Annual Consumer Events

2010-2015- Corks & Forks benefit for Good Samaritan Hospital

Co-Chair , Wine Director and Host of annual fundraising drive. Featuring 5 local "celebrity" chefs each offering a signature dish paired with a complimenting wine. 175 consumers

2008-20015 New York City Food & Wine Festival

Plan and execute participation in major consumer event. Sponsored by The Food Network and Southern Wine and Spirits. 55,000 consumers

2009-2015 ARC Taste of Rockland

Board member, organizer and key sponsor for annual fund raiser for Hudson Valley ARC. 30 participating restaurants with 12 winery, spirit and beer partners. 300 consumers

2011-2015 Westchester Wine & Food Festival

Board member, organizer and keysponsor.

Featuring 70 restaurants, 6 food trucks, 150 wines and spirits, 5 chef demos, a farmers' market, Burger Bash competition. 5,000 consumers

2007-2015 New Taste of the Upper West Side

Palm Bay Marquee Sponsor. Organizer and staffer for annual event to fund No Kid Hungry campaign. 45 of the best restaurants from the Upper West Side, NYC . 2,500 consumers

Trade Events- Making it memorable, making it personal, being creative with:

Quarterly Distributor Taste and Tours- Divisions up to 150 trade professionals

Weekly Distributor education events – Groups up to 50 trade professionals

Monthly General Sales meeting- Groups up to 150 trade professionals

New Item Kick offs-Sales Force up to 250 trade professionals

Wine Maker Tours & dinners. Groups up to 70 trade professionals

Monthly retail team achievement activities. Teams up to 12 trade professionals

Chefs wine dinners at partner restaurants throughout NY. Menu planning hosting

EXPERIENCE:

Experience Applicable to the City Board, Commission or Committee to which you are applying.

I was extremely active in my community at the village and town level in New York before reloacting to Washington this year.

I would like to lend my experience and ideas to benefit this incredible community.

Are you currently serving on a City of Richland Board, Commission or Committee?

(An individual is limited to serve on two boards, commissions or committees at the same time)

No

If Yes, which one/s? Not Applicable

Otherwise, enter "Not Applicable" in the field provided

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No

By submitting this application, I hereby waive my right to privacy with respect to the information contained in my application and any supporting documents attached thereto. The City, its officials or employees are authorized to make my application and supporting documents available for public inspection, including inspection by members of the media. In addition, I certify that I am in compliance with the qualification requirements.

I accept

A resume is required to complete the application.

2016 hosp event resume NEWMAN.docx

Marc Newman

1085 Sirron Ave • Richland, WA 99352 • (845) 323-2298 • MarcEdwardNewman@Yahoo.com

Introduction

U.S. Army Veteran with proven leadership, team and distributor management skills, hospitality & sales expertise.

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Weist Barron School for Acting 3 year. Completed

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New Item Kick offs-Sales Force up to 250 trade professionals

Wine Maker Tours & dinners. Groups up to 70 trade professionals

Monthly retail team achievement activities. Teams up to 12 trade professionals

Chefs wine diners at partner restaurants throughout NY. Menu planning hosting

Select the Board, Commission or Committee applying for:

Economic Development Committee

PERSONAL INFORMATION:

First Name Bradley
Last Name Bricker
Street Address 1976 Birch Ave
City Richland
State WA
Zip 99354
Email: brad.richland@gmail.com
Contact Phone: (509) 942-9495
Alternate Phone Not answered
Length of Residency in
the City of Richland 7
Occupation: Hanford

RECEIVED

AUG 12 2016

RICHLAND CITY CLERK

Arts Commission or Parks & Recreation Commission Applicants Only:

Youth-Grade: Not
answered

OCCUPATIONAL AND EDUCATIONAL BACKGROUND:

Occupational background: 9 years at Hanford doing Project Management, etc.

Educational Background: BS Construction Management, MBA, DBA

EXPERIENCE:

Experience Applicable to the City Board, Commission or Committee to which you are applying.
Have participated in many facets of civic service, economic development, construction, business
development, etc. Have served on two City of Richland Committees. I hope to serve on Richland committees
for many more years! :)

Are you currently serving on a City of Richland Board, Commission or Committee?

(An individual is limited to serve on two boards, commissions or committees at the same time)

Yes

If Yes, which one/s? EDC
Otherwise, enter "Not
Applicable" in the field
provided

Have you served on a City of Richland Board, Commission or Committee before?

Yes

If Yes, which one/s? EDC, HCDAC
Otherwise, enter "Not
Applicable" in the field
provided

Are you a City of Richland Employee?

Per Richland Municipal Code Section 2.28.520, no employee, during his or her term of service in City employment, shall be eligible, or be appointed, to serve on any City board, committee or commission performing an advisory function to the City Council.

No

By submitting this application, I hereby waive my right to privacy with respect to the information contained in my application and any supporting documents attached thereto. The City, its officials or employees are authorized to make my application and supporting documents available for public inspection, including inspection by members of the media. In addition, I certify that I am in compliance with the qualification requirements.

I accept

A resume is required to complete the application.

BradleyBrickerResume EDC 8-12-16.txt

Bradley M. Bricker MBA, SCPM

1976 Birch Ave., Richland, WA 99354

bmbsilver@gmail.com

(509) 942 - 9495

Current Experience

-Senior Project Specialist for A and AX Farm Retrievals

Washington River Protection Solutions, 2014-Present

Areas of responsibility:

---Qualified High Hazard Operation Project Manager

---Control Account Manager for \$11.5 million of project management scope (FY16)

---Represented A and AX Retrieval project for WRPS contract period FY17-FY18 proposal team

---Buyers Technical Representative (BTR) for \$60M/year project

---Execution of small projects and portions of larger projects

---Provide direction to project teams for planning, engineering, procurement, construction, and turnover

---Assure that project baselines are met for assigned tasks and activities

---Assure that assigned work scope is performed in accordance with regulations and requirements

---Support development of scope, schedule, and cost baselines

Previous Experience

-Project Administrator for Strategic Planning and Business Management

Mission Support Alliance, 2012-2014

Areas of responsibility:

---Program Manager responsible for administering three Hanford Site-wide programs

---Coordinated and authored strategic planning for a \$22 million budget Federal training center

---Provided cost and schedule support for work with other national federal agencies

---Duties of Buyers Technical Representative (BTR) for over 40 subcontracts

---Developed and executed contract deliverables, and liaised with Department of Energy counterparts for development and fulfillment of contractual benchmarks

---Collaborated with subject matter experts to gather and edit data; authored weekly, monthly, and annual reports for senior management

-Project Controls Engineer

Washington Closure Hanford, 2007-2012

Areas of responsibility:

---Managed budgets and schedules for activities at ten nuclear reactor sites

---Provided oversight of annual budgets in excess of \$20 million

---Developed project schedules with thousands of activities

---Maintained second largest P6 baseline file for the RCCC project

---Provided earned value expertise, including analysis and reporting

---Mentored six control account managers in earned value techniques

---Assisted area managers through earned value system audits and assessments

---Performed actuals and variance analysis, burn rate and estimate-at-completion forecasting, processing of Requests for Equitable Adjustment and change control, etc.

---Processed tens of millions of dollars worth of procurements, invoices, and work orders

---Performed accruals for subcontracts with budgets as high as \$8 million

---Acted as primary source of bottoms up information for estimators evaluating new scope

Education

Doctor of Business Administration (Candidate), California Intercontinental University (CalU)

---Cumulative GPA 4.0 / 4.0

---Dual Emphases in Global Business and Leadership.

Master of Business Administration, Jack Welch Management Institute (JWMI)

---Cumulative GPA 3.93 / 4.0

---Graduated in the highest tier of my class.

Bachelor of Science, Construction Management, Brigham Young University (BYU)

---Business Management, Minor

---Cumulative GPA 3.81 / 4.0, Cum Laude

---Paid for education with academic scholarships & entrepreneurial efforts.

Associate of Arts Degree, Columbia Basin College (CBC)

---Cumulative GPA 3.71 / 4.0

Credentials

Stanford Certified Project Manager, Stanford University

Executive Certificate in Negotiations, University of Notre Dame

Procurement Specialist Certification, Washington Closure Hanford, LLC

Earned Value Management Certification, Washington Closure Hanford, LLC, Mission Support Alliance, LLC, Washington River Protection Solutions, LLC



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 09/20/2016

Agenda Category: Resolutions – Adoption

Key Element: Key 2 - Infrastructure & Facilities

Subject:

Resolution No. 186-16, Rejecting all Bids for the Vantage Highway Pathway - Phase I Project

Department:
Public Works

Ordinance/Resolution Number:
186-16

Document Type:
Resolution

Recommended Motion:

Adopt Resolution No. 186-16, rejecting all bids received for the Vantage Highway Pathway - Phase I project and direct staff to prepare revised plans and bid documents for a rebid of the project.

Summary:

The City of Richland's Six-Year Transportation Program and the 2016-2030 Capital Improvement Plan prioritize completion of the Vantage Highway Pathway as a segment of the City's non-motorized transportation system. The Vantage Highway Pathway project consists of three separate phases: Robertson Drive to Hanford Legacy Park; Stevens Drive to Robertson Drive; and Twin Bridges Road to Kingsgate Way.

A lengthy process of bid authorization and right-of-way certification resulted in a short duration work window during fall months prior to winter weather. Staff solicited construction bids in accordance with City purchasing policies. The bid documents sought completion before winter weather. Three (3) responsive bids were received on September 12, 2016. All bids exceeded the Engineer's estimate and the available budget.

Staff have evaluated the bids and concluded that bidding for a spring construction, with a longer work window, and revisions to the grading design may yield lower bid prices.

Staff recommends approval of Resolution 186-16.

Fiscal Impact: There is currently \$296,864 available in this Capital Improvement project. The low bid received, when combined with engineering costs and construction contingency, would require an additional \$100,000 above and beyond the existing budget.

Attachments:

1. Resolution 186-16, Rejecting Bids for the Vantage Highway Pathway Project
2. Bid Tabulation - Vantage Highway Pathway

RESOLUTION NO. 186-16

A RESOLUTION of the City of Richland rejecting all bids for the Vantage Highway Pathway - Phase 1 Project.

WHEREAS, the 2016–2030 Capital Improvement Plan includes a fully-funded project titled Vantage Highway Pathway – Phase 1; and

WHEREAS, bid authorization and right of way certification was a time-consuming process, which resulted in a short duration work window during fall months prior to winter weather; and

WHEREAS, City staff has completed all project development and design work required to advance the project to construction; and

WHEREAS, City staff solicited bids in accordance with the City's purchasing policies, receiving and opening three (3) bids on September 12, 2016; and

WHEREAS, the lowest responsible bid exceeded the engineer's estimate by more than 34 percent (34%) and exceeds the available budget; and

WHEREAS, analysis of the bids indicates that bidding for a spring construction with a longer work window and revisions to the grading design may yield opportunities to lower the bid prices; and

WHEREAS, staff recommends rejecting all of the bids and preparing revised design documents for future bidding.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Richland that:

Section 1. All bids received for the Vantage Highway Pathway – Phase 1 are hereby rejected.

Section 2. City staff is directed to prepare revised plans and bid documents for a rebid of the project.

BE IT FURTHER RESOLVED that this resolution shall take effect immediately.

ADOPTED by the City Council of the City of Richland at a regular meeting on the 20th day of September, 2016

.

ROBERT J. THOMPSON
Mayor

ATTEST:

APPROVED AS TO FORM:

MARCIA HOPKINS
City Clerk

HEATHER KINTZLEY
City Attorney

City of Richland

DATE BIDS OPENED: September 12, 2016	ITB # 16-0025
VANTAGE HIGHWAY PATHWAY - PHASE 1	

				ENGINEER'S ESTIMATE		CULBERT CNST INC PASCO, WA		PREMIER EXCAVATION PASCO, WA	
Item	Description	Qty	Unit	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
	SCHEDULE A - BASE								
1	Mobilization.	1	LS	\$12,949.00	12,949.00	24,745.46	24,745.46	16,317.00	16,317.00
2	SPCC plan.	1	LS	500.00	500.00	76.10	76.10	750.00	750.00
3	ESC lead.	1	LS	500.00	500.00	76.10	76.10	800.00	800.00
4	Roadway surveying.	1	LS	3,500.00	3,500.00	5,612.95	5,612.95	11,850.00	11,850.00
5	Record drawings (minimum bid \$500)	1	LS	500.00	500.00	500.00	500.00	500.00	500.00
6	Removal of structures & obstructions.	1	LS	3,500.00	3,500.00	3,425.39	3,425.39	5,345.00	5,345.00
7	Roadway excavation, including haul.	3,410	CY	2.50	8,525.00	6.03	20,562.30	11.73	39,999.30
8	Embankment compaction.	7,060	CY	1.00	7,060.00	0.30	2,118.00	5.95	42,007.00
9	Common borrow, including haul.	4,250	CY	3.00	12,750.00	10.88	46,240.00	6.12	26,010.00
10	Commercial HMA for pathway.	1,367	TON	70.00	95,690.00	85.31	116,618.77	79.70	108,949.90
11	Soil residual herbicide.	11,718	SY	0.10	1,171.80	0.11	1,288.98	0.09	1,054.62
12	Crushed surfacing top course.	1,541	CY	34.00	52,394.00	33.32	51,346.12	22.09	34,040.69
13	Detectable warning surface.	216	SF	44.00	9,504.00	19.70	4,255.20	15.00	3,240.00
14	Solid wall PVC storm sewer pipe, 24" diameter.	54	LF	50.00	2,700.00	60.76	3,281.04	64.93	3,506.22
15	Imported pipe zone bedding.	54	LF	1.00	54.00	-	-	0.10	5.40
16	Imported pipe zone backfill.	54	LF	1.00	54.00	-	-	0.10	5.40
17	Trench safety.	54	LF	1.00	54.00	4.23	228.42	0.10	5.40
18	Trash grate 24" diameter.	2	EA	600.00	1,200.00	638.09	1,276.18	775.00	1,550.00
19	Quarry spalls (outfall pad).	2.70	CY	50.00	135.00	193.77	523.18	226.26	610.90
20	Haul and place compost.	168	TON	19.00	3,192.00	42.02	7,059.36	80.29	13,488.72
21	Seeding, fertilizing & mulching.	1.74	AC	2,500.00	4,350.00	2,736.55	4,761.60	2,670.00	4,645.80
22	Structural earth wall.	927	SF	22.00	20,394.00	44.10	40,880.70	62.22	57,677.94
23	Removing plastic line.	76	LF	6.00	456.00	6.15	467.40	15.00	1,140.00
24	Plastic wide lane line (8").	116	LF	2.50	290.00	7.17	831.72	6.00	696.00
25	Plastic stop line.	113	LF	12.00	1,356.00	6.15	694.95	8.00	904.00
26	Plastic crosswalk line.	560	SF	6.00	3,360.00	12.30	6,888.00	5.25	2,940.00
27	Site restoration.	1	LS	12,000.00	12,000.00	8,632.87	8,632.87	1,000.00	1,000.00
28	Permanent signing.	1	LS	2,200.00	2,200.00	8,916.45	8,916.45	6,500.00	6,500.00
29	Project temporary traffic control.	1	LS	3,500.00	3,500.00	1,671.58	1,671.58	5,780.00	5,780.00
30	Chain link fence Type 4.	203	LF	18.50	3,755.50	16.69	3,388.07	16.28	3,304.84
31	End, gate, corner & pull post for chain link fence.	2	EA	250.00	500.00	46.12	92.24	45.00	90.00
32	Conduit pipe 2" diameter.	88	LF	3.10	272.80	3.22	283.36	2.79	245.52
33	Conduit pipe 3" diameter.	155	LF	3.70	573.50	4.18	647.90	3.38	523.90

				ENGINEER'S ESTIMATE		CULBERT CNST INC PASCO, WA		PREMIER EXCAVATION PASCO, WA	
Item	Description	Qty	Unit	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
34	Electrical trench.	243	LF	3.10	753.30	4.63	1,125.09	4.00	972.00
35	Imported pipe zone bedding.	243	LF	1.00	243.00	-	-	0.10	24.30
36	Imported pipe zone backfill.	243	LF	1.00	243.00	-	-	1.00	243.00
37	Trench safety.	243	LF	1.00	243.00	0.30	72.90	0.10	24.30
SCHEDULE A - BASE SUBTOTAL					\$270,422.90	\$368,588.38		\$396,747.15	

City of Richland

DATE BIDS OPENED: September 12, 2016	ITB # 16-0025
VANTAGE HIGHWAY PATHWAY - PHASE 1	

				GRANITE CNST CO PASCO, WA					
Item	Description	Qty	Unit	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
SCHEDULE A - BASE									
1	Mobilization.	1	LS	24,924.44	24,924.44		-		-
2	SPCC plan.	1	LS	150.00	150.00		-		-
3	ESC lead.	1	LS	150.00	150.00		-		-
4	Roadway surveying.	1	LS	12,000.00	12,000.00		-		-
5	Record drawings (minimum bid \$500)	1	LS	500.00	500.00		-		-
6	Removal of structures & obstructions.	1	LS	16,421.00	16,421.00		-		-
7	Roadway excavation, including haul.	3,410	CY	2.00	6,820.00		-		-
8	Embankment compaction.	7,060	CY	12.00	84,720.00		-		-
9	Common borrow, including haul.	4,250	CY	25.00	106,250.00		-		-
10	Commercial HMA for pathway.	1,367	TON	83.00	113,461.00		-		-
11	Soil residual herbicide.	11,718	SY	0.10	1,171.80		-		-
12	Crushed surfacing top course.	1,541	CY	44.00	67,804.00		-		-
13	Detectable warning surface.	216	SF	40.00	8,640.00		-		-
14	Solid wall PVC storm sewer pipe, 24" diameter.	54	LF	69.00	3,726.00		-		-
15	Imported pipe zone bedding.	54	LF	0.01	0.54		-		-
16	Imported pipe zone backfill.	54	LF	0.01	0.54		-		-
17	Trench safety.	54	LF	0.01	0.54		-		-
18	Trash grate 24" diameter.	2	EA	750.00	1,500.00		-		-
19	Quarry spalls (outfall pad).	2.70	CY	155.00	418.50		-		-
20	Haul and place compost.	168	TON	41.00	6,888.00		-		-
21	Seeding, fertilizing & mulching.	1.74	AC	2,670.00	4,645.80		-		-
22	Structural earth wall.	927	SF	46.00	42,642.00		-		-
23	Removing plastic line.	76	LF	15.00	1,140.00		-		-
24	Plastic wide lane line (8").	116	LF	6.00	696.00		-		-
25	Plastic stop line.	113	LF	8.00	904.00		-		-
26	Plastic crosswalk line.	560	SF	5.25	2,940.00		-		-
27	Site restoration.	1	LS	15,000.00	15,000.00		-		-
28	Permanent signing.	1	LS	6,500.00	6,500.00		-		-
29	Project temporary traffic control.	1	LS	6,000.00	6,000.00		-		-
30	Chain link fence Type 4.	203	LF	17.00	3,451.00		-		-
31	End, gate, corner & pull post for chain link fence.	2	EA	45.00	90.00		-		-
32	Conduit pipe 2" diameter.	88	LF	0.60	52.80		-		-
33	Conduit pipe 3" diameter.	155	LF	1.25	193.75		-		-

				GRANITE CNST CO PASCO, WA					
Item	Description	Qty	Unit	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
34	Electrical trench.	243	LF	10.00	2,430.00		-		-
35	Imported pipe zone bedding.	243	LF	0.01	2.43		-		-
36	Imported pipe zone backfill.	243	LF	0.01	2.43		-		-
37	Trench safety.	243	LF	0.01	2.43		-		-
SCHEDULE A - BASE SUBTOTAL					\$542,239.00	\$0.00		\$0.00	



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 09/20/2016

Agenda Category: Resolutions – Adoption

Key Element: Key 1 - Financial Stability & Operational Effectiveness

Key 2 - Infrastructure & Facilities

Key 3 - Economic Vitality

Key 4 - Targeted Investments

Key 6 - Community Amenities

Subject:

Resolution No. 190-16, Authorizing Execution of a Design-Build Agreement with Leone and Keeble for the Design and Construction of Richland City Hall at 625 Swift Boulevard

Department:

Parks & Public Facilities

Ordinance/Resolution Number:

190-16

Document Type:

Resolution

Recommended Motion:

Adopt Resolution No. 190-16, authorizing the City Manager to sign and execute an agreement and all related documents with Leone and Keeble to design and construct a new City Hall facility at 625 Swift Boulevard.

Summary:

The City's Swift Corridor Plan includes a variety of public and private projects on property along Swift Blvd between George Washington Way and Long Ave. The City and our partners have made impressive progress including a parking garage, library expansion, restaurant development, public pool expansion, community college expansion; and it's now time for the replacement of three end-of-life City facilities with one new approximately 40,000 sf City Hall facility. The City has long planned for the new City Hall to be located on the parking lot serving the Richland Federal Building. The United States Congress recently approved an offer from the City for the purchase of 1.8 acres on the north portion of the Federal Building parking lot and the property is now in escrow, triggering a 6-month window for the City to complete several site improvements to adjacent properties prior to the deed transferring from the USA to the City.

The City received authority from the State of WA to utilize a design-build alternative public works project delivery method to design and construct a new city hall replacing three existing facilities and various site improvements in the project vicinity. The project will utilize a design-build delivery method with a cost plus fee, guaranteed maximum price (GMP) contract. The contract, administration and project management will save Richland taxpayers money and complete the project more efficiently.

A team of City leadership and outside consultants managed a competitive selection process resulting in the top-ranked team of Leone and Keeble (builder and responsible party in the agreement) and Architects West (designer) with assistance from OPSIS Architecture. The project GMP is \$13.5M with an additional fixed fee to the builder of \$506,250. This spring, Council will consider a councilmanic bond sale of approximately \$16.2 M to include GMP, fee, sales tax, contingency, furniture, fixtures and equipment, and other misc project expenses.

Fiscal Impact:

- \$506,250 fixed fee
- \$13,500,000 anticipated guaranteed maximum price (GMP)
- Funded by future (spring) councilmanic bond sale of approximately \$16,200,000 including fees, GMP, sales tax, contingency, furniture, fixtures, equipment and other project expenses.
- Debt will be serviced using existing revenue from an Electric Utility Occupation Tax as of

Attachments:

1. 1) Resolution No. 190-16
2. 2) Agreement
3. 3) General Conditions
4. 4) Exhibit A Insurance
5. 5) Exhibit B Performance Bond
6. 6) Exhibit C Validation Scope of Work
7. 7) Attachment I to Exhibit C RFP Program Requirements

RESOLUTION NO. 190-16

A RESOLUTION of the City of Richland authorizing the execution of an agreement to design and construct Richland City Hall at 625 Swift Boulevard.

WHEREAS, the Swift Corridor project is a collection of several public and private initiatives intended to stimulate economic development along Swift Boulevard between Long Avenue and George Washington Way; and

WHEREAS, the City's Strategic Leadership Plan contains several goals and objectives in support of the effort; and

WHEREAS, the City's Capital Improvement Plan includes a project titled Swift Corridor: City Hall; and

WHEREAS, many of the anticipated investments along the Swift Corridor are complete or underway including a parking structure and 10-story patient tower at Kadlec Regional Medical Center, development of the former city-owned lot at the northwest corner of George Washington Way and Swift Boulevard with restaurants and offices, expansion of the Richland Public Library, and several parking, ballfield additions and other improvements at the Columbia Playfields; and

WHEREAS, the next project anticipated in the sequence of initiatives along Swift Corridor is the replacement of three end-of-life City facilities (City Hall, Development Services, Administrative Annex) combined into one new City Hall building; and

WHEREAS, citizens will benefit from the consolidation of services into one facility; and

WHEREAS, replacement of the end-of-life facilities represents the best lifecycle value for taxpayers; and

WHEREAS, the existing City Hall site at the southwest corner of George Washington Way and Swift Boulevard will be made available for additional economic development upon the completion of the new City Hall facility at 625 Swift Boulevard; and

WHEREAS, the City has purchased a half acre of property from Columbia Basin College as a component of a property exchange with the United States General Services Administration for 1.8 acres of property at 625 Swift Boulevard; and

WHEREAS, the property exchange and consideration thereof is supported by two independent property valuation appraisals and is within budget as defined in the Swift Corridor: City Hall Capital Improvement Program project; and

WHEREAS, On September 1, 2016, the United States Congressional House Committee on Accountability and Oversight authorized the United States General Services Administration to accept the City's offer and sell 1.8 acres at 625 Swift Boulevard to the City of Richland; and

WHEREAS, the City of Richland and the United States of America have entered escrow on the property sale at 625 Swift Boulevard; and

WHEREAS, the City obtained authority from the State of Washington to utilize a design build alternative public works delivery method pursuant to RCW 39.10.300-320; and

WHEREAS, a competitive procurement process attracted eight design-build team submittals; and

WHEREAS, the team of Leone and Keeble and Architects West received the top competitive score; and

WHEREAS, Leone and Keeble and Architects West will design and construct a City Hall facility based on the June 1, 2015 "City Hall Predesign and Master Plan" to include the consolidation of the existing City facilities (Development Services, Administrative Annex, and the existing City Hall) into one new City Hall facility, including various site, utility, access and land preparation tasks; and

WHEREAS, the City of Richland considers it in the best public interest to enter into an agreement with Leone and Keeble and Architects West to design and construct a City Hall facility at 625 Swift Boulevard.

BE IT FURTHER RESOLVED that this resolution shall take effect immediately.

ADOPTED by the City Council of the City of Richland at a regular meeting on the 20th day of September, 2016.

ROBERT J. THOMPSON
Mayor

ATTEST:

APPROVED AS TO FORM:

MARCIA HOPKINS
City Clerk

HEATHER KINTZLEY
City Attorney



STANDARD FORM OF PROGRESSIVE DESIGN-BUILD AGREEMENT BETWEEN OWNER AND DESIGN-BUILDER - COST PLUS FEE WITH A GUARANTEED MAXIMUM PRICE

Document No. 530

Second Edition 2010

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Washington, DC

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Standard Form of Progressive Design-Build Agreement Between Owner and Design-Builder – with Cost Plus Fee and a Guaranteed Maximum Price

*This document has important legal consequences. Consultation with
an attorney is recommended with respect to its completion or modification.*

This **AGREEMENT** is made as of the _____ day of _____
in the year of 2016, by and between the following parties, for services in connection with the Project
identified below:

OWNER:

(Name and address)

**City of Richland
505 Swift Blvd
Richland, WA 99352**

DESIGN-BUILDER:

(Name and address)

**Leone & Keeble, Inc.
108 W. Boone Ave
Spokane, W 99201**

PROJECT:

(Include Project name and location as it will appear in the Contract Documents)

**City of Richland
New City Hall Project**

In consideration of the mutual covenants and obligations contained herein, Owner and Design-Builder
agree as set forth herein.

Article 1

Scope of Work

1.1 Design-Builder shall perform all design and construction services, and provide all material, equipment, tools and labor, necessary to complete the Work described in and reasonably inferable from the Contract Documents.

Article 2

Contract Documents

2.1 The Contract Documents are comprised of the following:

2.1.1 All written modifications, amendments, minor changes, and Change Orders to this Agreement issued in accordance with DBIA Document No. 535, *Standard Form of General Conditions of Contract Between Owner and Design-Builder* (2010 Edition) ("General Conditions of Contract");

2.1.2 The Validation Amendment in accordance with Section 6.6.1 herein, provided such Amendment is executed between the parties.

2.1.3 The GMP Amendment in accordance with Section 6.6.2 herein, provided such Amendment is executed between the parties;

2.1.4 This Agreement, including all exhibits but excluding the GMP Amendment:

- .1 Exhibit A: Insurance Requirements;
- .2 Exhibit B: Form of Performance and Payment Bond; and
- .3 Exhibit C: Validation Period Scope of Work and Owner's Program Requirements

2.1.5 The General Conditions of Contract; and

2.1.6 Construction Documents prepared and approved in accordance with Section 2.4 of the General Conditions of Contract.

Article 3

Interpretation and Intent

3.1 Design-Builder and Owner, prior to execution of the Agreement, shall carefully review all the Contract Documents, including the various documents Owner's Project Criteria set forth in Exhibit C, for any conflicts or ambiguities. Design-Builder and Owner will discuss and resolve any identified conflicts or ambiguities prior to execution of the Agreement.

3.2 The Contract Documents are intended to be complementary and interpreted in harmony so as to avoid conflict, with words and phrases interpreted in a manner consistent with construction and design industry standards. In the event inconsistencies, conflicts, or ambiguities between or among the Contract Documents are discovered after execution of the Agreement or after the parties' execution of the Validation Amendment, Design-Builder and Owner shall attempt to resolve any ambiguity, conflict or inconsistency

informally, recognizing that the Contract Documents shall take precedence in the order in which they are listed in Section 2.1 hereof. *(Note, the parties are strongly encouraged to establish in the GMP Exhibit or GMP Proposal (as applicable) the priority of the various documents comprising such exhibit or proposal.)*

3.3 Terms, words and phrases used in the Contract Documents, including this Agreement, shall have the meanings given them in the General Conditions of Contract.

3.4 If the Owner's Project Criteria contain design or prescriptive specifications the Design-Builder shall be entitled to reasonably rely on the accuracy of the information represented in such design or prescriptive specifications and their compatibility with other information set forth in Owner's Project Criteria, including any performance specifications for the purposes of developing the Scope of Services for the Validation Period, the Validation Period Not to Exceed Amount and the Design-Builder's Fee. However, Design-Builder is required to perform an independent evaluation of such design or prescriptive specifications to verify the information provided by the Owner during the Validation Period. Further, regardless of the inclusion of design or prescriptive specifications or criteria, Design-Builder shall remain responsible for meeting the performance requirements of the Project, including but not limited to the requirements that the Project meet the Initial and Final Basis of Design Documents as well as all applicable Legal Requirements. Provided Design-Builder complies with other requirements set forth in this Agreement such as those regarding notice of claims to Owner and identification of differing site conditions, Design-Builder shall be entitled to an adjustment in the Scope of Services for the Validation Period, the Validation Period Not to Exceed Amount and/or the Design-Builder's Fee to the extent Design-Builder's cost and/or time of performance have been adversely impacted by such inaccurate design or prescriptive specifications that are inconsistent with meeting the performance requirements.

3.5 The Contract Documents form the entire agreement between Owner and Design-Builder and by incorporation herein are as fully binding on the parties as if repeated herein. No oral representations or other agreements have been made by the parties except as specifically stated in the Contract Documents.

Article 4

Ownership of Work Product

4.1 Work Product. All drawings, specifications and other documents and electronic data, including such documents identified in the General Conditions of Contract, furnished by Design-Builder to Owner under this Agreement ("Work Product") are deemed to be instruments of service and Design-Builder shall retain the ownership and property interests therein, including but not limited to any intellectual property rights, copyrights and/or patents, subject to the provisions set forth in Sections 4.2 through 4.5 below.

4.2 Owner's Limited License upon Project Completion and Payment in Full to Design-Builder. Upon Owner's payment in full for all Work performed under the Contract Documents, Design-Builder shall grant Owner a limited license to use the Work Product in connection with Owner's occupancy of the Project, conditioned on Owner's express understanding that its alteration of the Work Product without the involvement of Design-Builder is at Owner's sole risk and without liability or legal exposure to Design-Builder or anyone working by or through Design-Builder, including Design Consultants of any tier (collectively the "Indemnified Parties"), and on the Owner's obligation to provide the indemnity set forth in Section 4.5 below.

4.3 Owner's Limited License upon Owner's Termination for Convenience or Design-Builder's Election to Terminate. If Owner terminates this Agreement for its convenience as set forth in Article 8 hereof, or if Design-Builder elects to terminate this Agreement in accordance with Section 11.4 of the General Conditions of Contract, Design-Builder shall, upon Owner's payment in full of the amounts due Design-Builder under the Contract Documents, grant Owner a limited license to use the Work Product to complete the Project and subsequently occupy the Project, and Owner shall thereafter have the same rights as set forth in Section 4.2 above, conditioned on the following:

4.3.1 Use of the Work Product is at Owner's sole risk without liability or legal exposure to any Indemnified Party, and on the Owner's obligation to provide the indemnity set forth in Section 4.5 below, and

4.3.2 Owner shall not be required to pay Design-Builder additional compensation for the right to use the Work Product to complete the Project and subsequently use the Work Product in accordance with Section 4.2 if Owner resumes the Project through its employees, agents, or third parties.

4.4 Owner's Limited License upon Design-Builder's Default. If this Agreement is terminated due to Design-Builder's default pursuant to Section 11.2 of the General Conditions of Contract, then Design-Builder grants Owner a limited license to use the Work Product to complete the Project and subsequently occupy the Project, and Owner shall thereafter have the same rights and obligations as set forth in Section 4.2 above. Notwithstanding the preceding sentence, if it is ultimately determined that Design-Builder was not in default, Owner shall be deemed to have terminated the Agreement for convenience, and Design-Builder shall be entitled to the rights and remedies set forth in Section 4.3 above.

4.5 Owner's Indemnification for Use of Work Product. If Owner is required to indemnify any Indemnified Parties based on the use or alteration of the Work Product under any of the circumstances identified in this Article 4, Owner shall defend, indemnify and hold harmless such Indemnified Parties from and against any and all claims, damages, liabilities, losses and expenses, including attorneys' fees, arising out of or resulting from the use or alteration of the Work Product.

Article 5

Contract Time

5.1 Date of Commencement. The Work shall commence within five (5) days of Design-Builder's receipt of Owner's Notice to Proceed ("Date of Commencement") unless the parties mutually agree otherwise in writing.

5.2 Substantial Completion and Final Completion.

5.2.1 The Validation Period shall be completed no later than December 21, 2016 ("Validation Period Completion Date"). The parties will establish a date for Substantial Completion of the entire Work ("Scheduled Substantial Completion Date") in the GMP Amendment.

5.2.2 Interim milestones and/or Substantial Completion of identified portions of the Work ("Scheduled Interim Milestone Dates") shall be determined during the Validation Period:

5.2.3 Final Completion of the Work or identified portions of the Work shall be achieved as expeditiously as reasonably practicable. Final Completion is the date when all Work is complete pursuant to the definition of Final Completion set forth in Section 1.2.7 of the General Conditions of Contract.

5.2.4 All of the dates set forth in this Article 5 (collectively the "Contract Time(s)") shall be subject to adjustment in accordance with the General Conditions of Contract.

5.3 Time is of the Essence. Owner and Design-Builder mutually agree that time is of the essence with respect to the dates and times set forth in the Contract Documents.

5.4 Liquidated Damages. Design-Builder understands that if Substantial Completion is not attained by the Scheduled Substantial Completion Date, Owner will suffer damages which are difficult to determine and accurately specify. Design-Builder and Owner will include liquidated damages for delay in the Validation Amendment

5.5 Any liquidated damages assessed pursuant to this Agreement for delay damages shall be in lieu of all liability for any and all extra costs, losses, expenses, claims, penalties and any other damages, whether special or consequential, and of whatsoever nature, incurred by Owner which are occasioned by any delay in achieving the Contract Time(s).

Article 6

Contract Price

6.1 Contract Price.

6.1.1 Owner shall pay Design-Builder in accordance with Article 6 of the General Conditions of Contract a contract price ("Contract Price") as set forth herein.

.1 The total Compensation to Design-Builder shall not exceed the Guaranteed Maximum Price ("GMP") of thirteen million five hundred thousand dollars.

.2 The parties acknowledge that the scope of work for this Project is not fully developed. The Design-Builder shall develop the Initial and Final Basis of Design Documents such that the total Compensation to the Design-Builder shall not exceed the GMP set forth herein, unless the parties agree in writing to increase the GMP or the Design-Builder is otherwise entitled to an increase to the GMP pursuant to the terms of the Contract Documents.

6.2 Design-Builder's Fee.

6.2.1 Design-Builder's Fee Percentage shall be:

☒ three and three quarters percent (3.75%) of the Cost of the Work, as adjusted in accordance with Section 6.2.2 below.

The Fee Percentage and any Fixed Fee shall include the following items, which shall not be charged as a Cost of the Work:

.1 All profit of the Design-Builder for this Project; and

.2 All regional and home office overhead expenses, including labor and materials, phone, facsimile, postage, internet service, and other incidental office expenses attributed to work on this Project that is not specifically identified in the Fixed Amount for Specified General Conditions Work.

Modifications to Fee. The Fee Percentage shall not be subject to modification.

6.2.2 Prior to the execution of the Validation Amendment, Design-Builder's Fee will only be adjusted pursuant to Section 3.4 of this Agreement.

6.2.3 If the Parties enter into the Validation Amendment, Design-Builder shall be paid a fixed fee (the "Fixed Fee") determined by multiplying the Fee Percentage by the estimated Cost of the Work included in the Target Budget. The Fixed Fee will be earned and paid on a monthly basis following execution of the Validation Amendment on a percentage of completion basis, specifically taking

into account payments previously made, including during the Validation Period. The Fixed Fee established in the Validation Amendment shall not be modified unless either the Target Budget or the GMP varies, either upward or downward, by more than fifteen percent (15%) from the original Target Budget established in the Validation Amendment.

6.3 Cost of the Work. The term Cost of the Work shall mean costs reasonably and actually incurred by Design-Builder in the proper performance of the Work. The Cost of the Work shall include only the following:

6.3.1 Unless included in Fixed General Conditions, direct labor costs of employees of Design-Builder performing the Work at the Site or, with Owner's agreement, at locations off the Site; provided, however, that the costs for those employees of Design-Builder performing design services shall be calculated on the basis of Prevailing market rates for design professionals performing such services or, if applicable, those rates set forth in an exhibit to this Agreement. Wages for those employees performing construction services shall be paid as follows: Basic wages and fringe benefits: The hourly wage (without markup or labor burden) and fringe benefits paid by the Design-Builder as established by the Washington Department of Labor and Industries or contributed to labor trust funds as itemized fringe benefits. Whichever is applicable, not to exceed that specified in the applicable "Intent to Pay Prevailing Wage" for the laborers, apprentices, journeymen, and foremen performing and/or directly supervising the Change in the Work on the site. The premium portion of overtime wages is not included unless pre-approved in writing by the Owner. The Design-Builder shall provide to the Owner copies of payroll records, including certified payroll statements for itself and Subcontractors of any tier for the period upon the Owner's request. Direct labor costs also include direct contributions to the State of Washington as industrial insurance, medical aid, and supplemental pension by class and rates established by the Washington Department of Labor and Industries and contributions required by the Federal Insurance Compensation Act (FICA), the Federal Unemployment Tax Act (FUTA) and the State Unemployment Compensation Act (SUCA).

6.3.2 Unless included in Fixed General Conditions, wages or salaries of Design-Builder's supervisory and administrative personnel engaged in the performance of the Work and who are located at the Site or working off-Site to assist in the production or transportation of material and equipment necessary for the Work.

6.3.3 Unless included in Fixed General Conditions, wages or salaries of Design-Builder's personnel stationed at Design-Builder's principal or branch offices, but only to the extent said personnel are approved in advance in writing by the Owner.

6.3.4 Unless included in Fixed General Conditions, costs incurred by Design-Builder for employee benefits, premiums, taxes, insurance, contributions and assessments required by law, collective bargaining agreements, or which are customarily paid by Design-Builder, to the extent such costs are based on wages and salaries paid to employees of Design-Builder covered under Sections 6.3.1 through 6.3.3 hereof.

6.3.5 Unless included in Fixed General Conditions, the reasonable portion of the cost of travel, accommodations and meals for Design-Builder's personnel necessarily and directly incurred in connection with the performance of the Work. Such costs must be approved in writing by Owner in advance.

6.3.6 Payments properly made by Design-Builder to Subcontractors and Design Consultants for performance of portions of the Work, including any insurance and bond premiums incurred by Subcontractors and Design Consultants.

6.3.7 Costs, including transportation, inspection, testing, storage and handling, of materials, equipment and supplies incorporated or reasonably used in completing the Work. The material costs shall be based upon the net cost after all discounts or rebates, freight costs, express charges, or special delivery costs, when applicable. No lump sum costs will be allowed except when

approved in writing in advance by the Owner. Discounts and rebates based on prompt payment need not be included, however, if the Design-Builder offered but the Owner declined the opportunity to take advantage of such discount or rebate.

6.3.8 Costs (less salvage value) of materials, supplies, temporary facilities, machinery, equipment and hand tools not customarily owned by the workers that are not fully consumed in the performance of the Work and which remain the property of Design-Builder, including the costs of transporting, inspecting, testing, handling, installing, maintaining, dismantling and removing such items.

6.3.9 Costs of removal of debris and waste from the Site.

6.3.10 Unless included in Fixed General Conditions, the reasonable costs and expenses incurred in establishing, operating and demobilizing the Site office, including the cost of facsimile transmissions, long-distance telephone calls, postage and express delivery charges, telephone service, photocopying and reasonable petty cash expenses.

6.3.11 Unless included in Fixed General Conditions, rental charges and the costs of transportation, installation, minor repairs and replacements, dismantling and removal of temporary facilities, machinery, equipment and hand tools not customarily owned by the workers, which are provided by Design-Builder at the Site, whether rented from Design-Builder or others, and incurred in the performance of the Work. The rental charge the applicable rental cost as established by the lower of the local prevailing rate published in the Rental Rate Blue Book by Data Quest. San Jose, California, as modified by the AGC/WSDOT agreement or the actual rate paid to an unrelated third party as evidenced by rental receipts. Rates and quantities of equipment rented that exceed the local fair market rental costs shall be subject to the Owner's prior written approval. Total rental charges for equipment or tools shall not exceed 75% of the fair market purchase value of the equipment or the tool. Actual, reasonable mobilization costs are permitted if the equipment is brought to the site solely for the change in the Work. The rental rates are the maximum rates allowable for equipment of modern design and in good working condition and include full compensation for furnishing all fuel, oil, lubrication, repairs, maintenance, and insurance. When rental rates payable do not include fuel, lubrication, maintenance, and servicing, as defined as operating costs in the Blue Book, such operating costs shall be reimbursed based on actual costs. Equipment not of modern design and/or not in good working condition will have lower rates. Hourly, weekly, and/or monthly rates, as appropriate, will be applied to yield the lowest total cost. The rate for equipment necessarily standing by for future use (and standing by for no longer than two (2) weeks') on the changed Work shall be 50% of the rate established above. The total cost of rental allowed shall not exceed the cost of purchasing the equipment outright. If equipment is required for which a rental rate is not established by The Rental Rate Blue Book, an agreed rental rate shall be established for the equipment, which rate and use must be approved by the Owner prior to performing the Work.

6.3.12 Premiums for insurance and bonds required by this Agreement or the performance of the Work.

6.3.13 All fuel and utility costs incurred in the performance of the Work.

6.3.14 Sales, use or similar taxes, tariffs or duties incurred in the performance of the Work, with the exception of Washington State Sales Tax, which shall be paid outside the Validation NTE or GMP.

6.3.15 Costs for permits, royalties, licenses, tests and inspections incurred by Design-Builder as a requirement of the Contract Documents.

6.3.16 The cost of defending suits or claims for infringement of patent rights arising from the use of a particular design, process, or product required by Owner, paying legal judgments against

Design-Builder resulting from such suits or claims, and paying settlements made with Owner's consent.

6.3.17 Costs incurred in preventing damage, injury or loss in case of an emergency affecting the safety of persons and property.

6.3.19 Accounting and data processing costs related to the Work.

6.3.20 Fees paid by the Design-Builder for the approval of Statements of Intent to Pay Prevailing Wages and certification of Affidavits of Wages Paid by the industrial statistician of the State Department of Labor and Industries. The Design-Builder will remain responsible for the actual submittal of the documents to the industrial statistician. In order to receive this reimbursement the Design-Builder will be required to submit to Owner, a list of its subcontractors at all tiers and have their Statements of Intent to Pay Prevailing Wages on file with the Owner.

6.3.21 Other costs reasonably and properly incurred in the performance of the Work to the extent approved in writing by Owner and not included in the Design-Builder's Contingency, Design Builder's Fee or the Fixed General Conditions.

6.4 Other Methods of Compensation

Within the Validation NTE or the GMP, the parties may agree to the following methods of pricing Design-Builder's Compensation

6.4.1 Allowance Items and Allowance Values.

.1 Any and all Allowance Items, as well as their corresponding Allowance Values, are set forth in Exhibit C or the GMP Amendment and are included within any established NTE and the GMP, as applicable.

.2 Design-Builder and Owner have worked together to review the Allowance Items and Allowance Values based on design information then available to determine that the Allowance Values constitute reasonable estimates for the Allowance Items. Design-Builder and Owner will continue working closely together during the preparation of the design to develop Construction Documents consistent with the Allowance Values. Nothing herein is intended in any way to constitute a guarantee by Design-Builder that the Allowance Item in question can be performed for the Allowance Value.

.3 No work shall be performed on any Allowance Item without Design-Builder first obtaining in writing advanced authorization to proceed from Owner. Owner agrees that if Design-Builder is not provided written authorization to proceed on an Allowance Item by the date set forth in the Project schedule, due to no fault of Design-Builder, Design-Builder may be entitled to an adjustment of the Contract Time(s) and Contract Price.

.4 The Allowance Value for an Allowance Item includes the direct cost of labor, materials, equipment, transportation, taxes and insurance associated with the applicable Allowance Item. All other costs, including design fees, Design-Builder's overall project management and general conditions costs, overhead and fee, are deemed to be included in the original Contract Price, and are not subject to adjustment, regardless of the actual amount of the Allowance Item.

.5 Whenever the actual costs for an Allowance Item is more than or less than the stated Allowance Value, the Contract Price shall be adjusted accordingly by Change Order, subject to Section 6.4.4; however, Design-Builder must provide written notice of the difference between the actual cost and the Allowance Value pursuant to the Changes

provisions in the General Conditions. The amount of the Change Order shall reflect the difference between actual costs incurred by Design-Builder for the particular Allowance Item and the Allowance Value.

6.4.2 Not To Exceed Sums

- .1 The Owner and Design Builder may establish Not to Exceed ("NTE") Sums for specific scopes of the Work. Any such NTE Sum will be negotiated between the Owner and Design-Builder. The NTE Sum agreed upon by the Parties shall be incorporated into the GMP Amendment or a Change Order, and the parties shall include the following information:
 - a. A specific description of the Scope of the Work that is subject to the NTE Sum;
 - b. An updated Schedule of Values that incorporates the NTE Sum; and
 - c. Any milestone dates associated with the scope of the Work associated with the NTE Sum.
- .2 For each scope of work for which a NTE Sum has been established, the Design-Builder shall be reimbursed for the scope of the Work as a Cost of the Work; however, Design-Builder's compensation shall not exceed the NTE Sum without a written Change Order.
- .3 Design-Builder shall not request reimbursement for costs subject to the NTE Sum, unless those costs are identified in the Payment Application as subject to the NTE Sum.
- .4 NTE Sums may only be modified by Change Order pursuant to the General Conditions.

6.4.3 Lump Sums

- .1 The Owner and Design-Builder may establish a Lump Sum for specific scopes of the Work. Any such Lump Sum will be negotiated between the Owner and Design-Builder. The Lump Sum agreed upon by the Parties shall be incorporated into the GMP Amendment or a Change Order, and the parties shall include the following information:
 - a. A specific description of the Scope of the Work that is subject to the Lump Sum;
 - b. An updated Schedule of Values that incorporates the Lump Sum; and
 - c. Any milestone dates associated with the scope of the Work associated with the Lump Sum.
- .2 For each scope of work for which a Lump Sum has been established, the Design-Builder shall be compensated pursuant to the Schedule of Values set forth above based on the percentage of the Scope of the Work subject to the Lump Sum that has been completed.
- .3 Design-Builder shall not request reimbursement for costs subject to the Lump Sum, unless those costs are identified in the Payment Application as subject to the Lump Sum.

- .4 Lump Sums may only be modified via Change Order pursuant to the General Conditions

6.4.4 Design-Builder's Contingency

- .1 The parties shall establish, as part of any NTE and the GMP, a Design-Builder's Contingency which is available for Design-Builder's exclusive use for unanticipated costs it has incurred that are not a Cost of the Work and not the basis for a Change Order under the Contract Documents (collectively "Contingency Items"). By way of example, and not as a limitation, such costs may include the following:
- (a) trade buy-out differentials;
 - (b) overtime or acceleration;
 - (c) escalation of materials;
 - (d) Costs incurred by Design-Builder in repairing or correcting defective, damaged or nonconforming Work (excluding any warranty or corrective Work performed after Substantial Completion), provided that such Work was beyond the reasonable control of Design-Builder, or caused by the ordinary mistakes or inadvertence, and not the negligence, of Design-Builder or those working by or through Design-Builder. If the costs associated with such Work are recoverable from insurance, Subcontractors or Design Consultants, Design-Builder shall exercise its best efforts to obtain recovery from the appropriate source and provide a credit to Owner if recovery is obtained;
 - (e) Legal costs, court costs and costs of mediation and arbitration reasonably arising from Design-Builder's performance of the Work, provided such costs do not arise from disputes between Owner and Design-Builder; or
 - (f) Subcontractor defaults.
- .2 The Design-Builder shall be reimbursed for items that are included in the Design-Builder's Contingency in the same manner as set forth in Section 6.3, a Cost of the Work; however, Design-Builder's compensation for Contingency items shall not exceed the amount set forth as the Design-Builder's Contingency in the applicable NTE or GMP without a written Change Order, and Design-Builder shall not be entitled to any Fee for items reimbursed under this Section. If the Fee is fixed, the amounts included in the Design-Builder's Contingency shall be excluded from the calculation set forth in Section 6.1.2 to determine whether the Target Budget or the GMP has changed.
- .3 The Contingency is not available to Owner for any reason, including, but not limited to changes in scope or any other item which would enable Design-Builder to increase an NTE or GMP under the Contract Documents.
- .4 Design-Builder shall provide Owner notice of all anticipated charges against the Contingency, and shall provide Owner as part of the monthly status report required by Section 2.1.2 of the General Conditions of Contract an accounting of the Contingency, including all reasonably foreseen uses or potential uses of the Contingency in the upcoming three (3) months. Design-Builder agrees that with respect to any expenditure from the Contingency relating to a Subcontractor default or an event for which insurance or bond may provide reimbursement, Design-Builder will in good faith exercise reasonable steps to obtain performance from the Subcontractor and/or recovery from any surety or insurance company.

Design-Builder agrees that if Design-Builder is subsequently reimbursed for said costs, then said recovery will be credited back to the Contingency.

6.4.5 Fixed General Conditions Costs

- .1 If the Parties enter into the Validation Amendment, the Parties shall establish an amount for the Fixed General Conditions Costs. The parties shall determine the portions of the Cost of the Work set forth in Section 6.3 that are included in the Fixed General Conditions Costs, and the parties shall include a description of such costs in the Validation Amendment.
- .2 For the Costs of the Work that are included in the Fixed General Conditions Costs, the Design-Builder shall no longer be entitled to be reimbursed for such costs as part of the Cost of the Work. The Fixed General Conditions Costs shall not be modified unless the Target Budget or GMP varies, either upward or downward, by more than fifteen percent (15%) from the original Target Budget established in the Validation Amendment.

6.5 Non-Reimbursable Costs.

6.5.1 The following shall not be deemed as costs of the Work:

- .1 Compensation for Design-Builder's personnel stationed at Design-Builder's principal or branch offices, except as provided for in Sections 6.3.1, 6.3.2 and 6.3.3 hereof.
- .2 Overhead and general expenses, except as provided for in Section 6.3 hereof.
- .3 The cost of Design-Builder's capital used in the performance of the Work.
- .4 Costs that would cause the GMP, the Design Builder's Contingency, or any NTE or Lump Sum Amount, as adjusted in accordance with the Contract Documents, to be exceeded.

6.6 Compensation During Project Phases.

6.6.1 Validation Period

.1 **Compensation.** During the Validation Period, the Design Builder shall be compensated for the following:

- a. The Cost of the Work set forth in Section 6.3;
- b. Design-Builder's Fee Percentage set forth in Section 6.2.1 multiplied by the Cost of the Work;
- c. Any Lump Sums established pursuant to Section 6.4.3; and
- d. Contingency Items charged under Section 6.4.4.

.2 **Validation Period Not to Exceed Amount.** Design-Builder guarantees that its Compensation during the Validation Period shall not exceed the Validation Period Not to Exceed Amount ("Validation NTE") of three hundred thousand dollars and no cents (\$300,000). Documents used as a basis for the Validation NTE shall be identified in Exhibit C to this Agreement. Design-Builder agrees that it will be responsible for paying all costs

of completing the Work which exceed the Validation NTE, as adjusted in accordance with the Contract Documents.

.3 The Validation NTE includes the Design-Builder's Contingency in the amount of thirty thousand dollars and no cents (\$30,000).

.4 Validation Amendment Proposal. At the conclusion of the Validation Period, Design-Builder shall submit a Validation Amendment Proposal to Owner which shall include the following, unless the parties mutually agree otherwise:

a A Target Budget which shall not exceed the GMP set forth in Section 6.1.1, unless the Owner agrees in writing. The Target Budget shall be the sum of:

i. Design-Builder's Fixed Fee as calculated pursuant to Section 6.2.3 hereof;

ii. The estimated Cost of the Work as defined in Section 6.3 hereof, inclusive of any Design-Builder's Contingency as defined in Section 6.4.4 hereof;

iii. Design-Builder's Fixed General Conditions Costs pursuant to Section 6.4.5; and

iv. If applicable, any NTE or Lump Sum established by the Parties.

b. The Initial Basis of Design Documents;

c. A list of the assumptions and clarifications made by Design-Builder in the preparation of the Validation Amendment Proposal, which list is intended to supplement the information contained in the drawings and specifications and is specifically included as part of the Initial Basis of Design Documents;

d. The Target Scheduled Substantial Completion Date and Milestone Dates upon which the proposed Target Budget are based and a schedule upon which the Target Scheduled Substantial Completion Date and Milestones Dates are based;

e. The GMP Development NTE

f. If applicable, a list of Allowance Items, Allowance Values, and a statement of their basis;

g. If applicable, a list of NTEs and the information required pursuant to Section 6.4.2 above;

h. If applicable, a list of Lump Sums and the information required pursuant to Section 6.4.3 above;

i. If applicable, a schedule of unit prices;

j. The time limit for acceptance of the Validation Amendment Proposal.

.4 Submission of the Validation Amendment Proposal. Submission of the Validation Amendment Proposal constitutes Design-Builder's representation and agreement that it has adequately investigated the site and the project parameters, the

Project is adequately defined, the Initial Basis of Design Documents are sufficiently defined to provide an accurate Target Budget and Schedule, and subject to the assumptions and clarifications in the Validation Amendment Proposal, the Project is sufficiently clear and understandable for the Design-Builder to perform the Work in accordance with the Contract Documents for an amount that will not exceed the GMP.

.5 Review and Adjustment to Validation Amendment Proposal. After submission of the Validation Amendment Proposal, Design-Builder and Owner shall meet to discuss and review the Validation Amendment Proposal. If Owner has any comments regarding the Validation Amendment Proposal, or finds any inconsistencies or inaccuracies in the information presented, it shall promptly give written notice to Design-Builder of such comments or findings. If appropriate, Design-Builder shall, upon receipt of Owner's notice, make appropriate adjustments to the Validation Amendment Proposal.

.6 Acceptance of Validation Amendment Proposal. If Owner accepts the Validation Amendment Proposal, as may be amended by Design-Builder, the terms of the Validation Amendment Proposal shall be set forth in the Validation Amendment. The Design-Builder understands that the Target Budget must be below the Guaranteed Maximum Price established in the Agreement. Although the parties recognize that further refinement of the budget scope and schedule will occur during the GMP Development Period, by submitting the Validation Proposal, the Design-Builder represents that the Project can be completed for the amount of the Target Budget and by the proposed schedule dates, as qualified by the Design-Builder's assumptions and clarifications.

.7 Failure to Accept the Validation Proposal. If Owner rejects the Validation Proposal, the Validation Proposal shall be deemed withdrawn and of no effect. In such event, Owner and Design-Builder shall meet and confer as to how the Project will proceed, with Owner having the following options:

- a. Owner may suggest modifications to the Validation Proposal, whereupon, if such modifications are accepted in writing by Design-Builder, the Validation Proposal shall be deemed accepted and the parties shall proceed in accordance with Section 6.6.1.5 above;
- b. Owner may terminate this Agreement for convenience in accordance with Article 8 hereof.

.8 Performance of Work After Submission of Validation Proposal. The Design-Builder shall not perform any Work after the submission of the Validation Proposal until the Owner has approved and signed the Validation Proposal unless the Design-Builder obtains the Owner's prior, written consent to perform such Work and only to the extent that such Work is expressly described in writing in such written consent. If Design-Builder performs such Work, Design-Builder shall be compensated pursuant to the written approval.

6.6.2 GMP Development Period.

.1 Compensation. During the GMP Development Period, the Design Builder shall be compensated for the following, all subject to the GMP Development NTE:

- a. The Cost of the Work set forth in Section 6.3;
- b. Design-Builder's Fixed Fee established pursuant to Section 6.2.3;
- c. Any Lump Sums established pursuant to Section 6.4.3;
- d. Contingency Items charged under Section 6.4.4; and

- e. Design-Builder's Fixed General Conditions Costs established pursuant to Section 6.4.5

.2 GMP Development Not to Exceed Amount. Design-Builder guarantees that it shall not exceed the GMP Development Not to Exceed Amount established in the Validation Amendment. Documents used as a basis for the GMP Development NTE shall be identified in an Exhibit to the Validation Amendment. Design-Builder agrees that it will be responsible for paying all costs of completing the Work which exceed the Validation NTE, as adjusted in accordance with the Contract Documents.

.3 GMP Proposal. At the conclusion of the GMP Development Period, Design-Builder shall submit a GMP Proposal to Owner which shall include the following, unless the parties mutually agree otherwise:

- a. A proposed GMP which shall not exceed the GMP set forth in Section 6.1.1, unless the Owner agrees in writing. The proposed GMP which shall be the sum of:
 - i. Design-Builder's Fixed Fee as calculated pursuant to Section 6.2.3 hereof;
 - ii. The estimated Cost of the Work as defined in Section 6.3 hereof;
 - iii. Contingency Items charged under Section 6.4.4;
 - iv. The Fixed General Conditions Costs as defined in Section 6.4.5; and
 - iv. If applicable, any Lump Sum established by the Parties pursuant to Section 6.4.3.
- b. The Final Basis of Design Documents;
- c. A list of the assumptions and clarifications made by Design-Builder in the preparation of the GMP Proposal, which list is intended to supplement the information contained in the drawings and specifications and is specifically included as part of the Basis of Design Documents;
- d. The Scheduled Substantial Completion Date and Milestone Dates upon which the proposed GMP is based and a schedule upon which the Scheduled Substantial Completion Date and Milestones Dates is based;
- e. If applicable, a list of Allowance Items, Allowance Values, and a statement of their basis;
- f. If applicable, a list of NTEs and the information required pursuant to Section 6.4.2 above;
- g. If applicable, a list of Lump Sums and the information required pursuant to Section 6.4.3 above;
- h. If applicable, a schedule of unit prices;
- i. A Schedule of Values for the Project; and

- j. The time limit for acceptance of the GMP Proposal.

.2 Submission of the GMP Proposal. Submission of the GMP Proposal constitutes Design-Builder's representation and agreement that the Project is adequately defined, that the Final Basis of Design Documents are sufficiently defined to provide an accurate Contract Price, and that the Project is sufficiently clear and understandable for the Design-Builder to perform the Work in accordance with the Contract Documents for an amount that will not exceed the GMP.

.3 Review and Adjustment to GMP Proposal. After submission of the GMP Proposal, Design-Builder and Owner shall meet to discuss and review the GMP Proposal. If Owner has any comments regarding the GMP Proposal, or finds any inconsistencies or inaccuracies in the information presented, it shall promptly give written notice to Design-Builder of such comments or findings. If appropriate, Design-Builder shall, upon receipt of Owner's notice, make appropriate adjustments to the GMP Proposal.

.4 Acceptance of GMP Proposal. If Owner accepts the GMP Proposal, as may be amended by Design-Builder, the GMP and its basis shall be set forth in the GMP Amendment. Execution of the GMP Amendment constitutes Design-Builder's representation and agreement that the Project is adequately defined, that the Final Basis of Design Documents are sufficiently defined to provide an accurate Guaranteed Maximum Price, and that the Project is sufficiently clear and understandable for the Design-Builder to perform the Work in accordance with the Contract Documents for an amount that will not exceed the GMP.

.5 Failure to Accept the GMP Proposal. If Owner rejects the GMP Proposal, or fails to notify Design-Builder in writing on or before the date specified in the GMP Proposal that it accepts the GMP Proposal, the GMP Proposal shall be deemed withdrawn and of no effect. In such event, Owner and Design-Builder shall meet and confer as to how the Project will proceed, with Owner having the following options:

- a. Owner may suggest modifications to the GMP Proposal, whereupon, if such modifications are accepted in writing by Design-Builder, the GMP Proposal shall be deemed accepted and the parties shall proceed in accordance with Section 6.6.2.3 above;
- b. Owner may authorize Design-Builder to continue to proceed with the Work on the basis of reimbursement as provided in Section 6.1 hereof without a GMP, in which case all references in this Agreement to the GMP shall not be applicable; however, Design-Builder may not exceed any NTE or Lump Sum that may be established between the Parties; or
- c. Owner may terminate this Agreement for convenience in accordance with Article 8 hereof; provided, however, in this event, Design-Builder shall not be entitled to the payment provided for in Section 8.2 hereof.

.6 Performance of Work After Submission of GMP Proposal. The Design-Builder shall not perform any Work after the submission of the GMP Proposal until the Owner has approved and signed the GMP Proposal unless the Design-Builder obtains the Owner's prior, written consent to perform such Work and only to the extent that such Work is expressly described in writing in such written consent.

6.6.3 Post GMP Period.

.1 Compensation. During the Post GMP Period, the Design Builder shall be compensated for the following, all subject to the GMP:

- a. The Cost of the Work set forth in Section 6.3;
- b. Design-Builder's Fixed Fee established pursuant to Section 6.2.3;
- c. Any Lump Sums established pursuant to Section 6.4.3;
- d. Contingency Items charged under Section 6.4.4; and
- e. Design-Builder's Fixed General Conditions Costs established pursuant to Section 6.4.5

.2 GMP The total compensation paid to Design-Builder for this Project shall not exceed the GMP, as amended pursuant to this Contract. By agreeing to the GMP Amendment, the Design-Builder understands that if the Work cannot be completed for the agreed GMP, any additional costs shall be the responsibility of the Design-Builder, and Design-Builder hereby assumes liability for such costs without reimbursement by the Owner.

6.6.4 Savings.

.1 If the sum of the actual Cost of the Work and Design-Builder's Fee (and, if applicable, any prices established under Section 6.1.2 hereof) is less than the GMP, as such GMP may have been adjusted over the course of the Project, the difference ("Savings") shall go to 100% to the Owner.

Article 7

Procedure for Payment

7.1 Progress Payments.

7.1.1 Design-Builder shall submit to Owner on the twenty fifth (25th) day of each month, beginning with the first month after the Date of Commencement, Design-Builder's Application for Payment in accordance with Article 6 of the General Conditions of Contract.

7.1.2 Owner shall make payment within thirty (30) days after Owner's receipt of each properly submitted and accurate Application for Payment in accordance with Article 6 of the General Conditions of Contract, but in each case less the total of payments previously made, and less amounts properly withheld under Section 6.3 of the General Conditions of Contract.

7.1.3 If Design-Builder's Fee under Section 6.2.1 hereof is a fixed amount, the amount of Design-Builder's Fee to be included in Design-Builder's monthly Application for Payment and paid by Owner shall be proportional to the percentage of the Work completed, less payments previously made on account of Design-Builder's Fee.

7.2 Retainage on Progress Payments.

7.2.1 The Owner will withhold retainage pursuant to RCW Chapter 60.28, and Owner shall release such retainage pursuant to state law. Pursuant to RCW Chapter 60.28, the Design-Builder may submit a bond in lieu of the retainage that the Owner would otherwise keep under the terms of this Contract and pursuant to applicable law. Any such bond submitted in lieu of retainage must be on the form approved by the Owner. In the event the Design-Builder fails at any time to pay persons protected under RCW Chapter 60.28 or the Owner has reason to believe that the Owner

or other obligee under the bond has a claim against the retainage or for other good cause, the Owner may, at its option, resume retaining from monies earned by the Design-Builder in such amount as it would otherwise be entitled to retain had the bond not been accepted. Notwithstanding the Owner's resuming such retainage, said bond shall remain in full force and effect to the extent of its penal sum, limited to the amount of retainage released to the Design-Builder. After the Design-Builder has paid protected persons or otherwise cured any default, the Owner may, at its option, again release retainage pursuant to the terms of the bond.

7.3 Final Payment. Design-Builder shall submit its Final Application for Payment to Owner in accordance with Section 6.7 of the General Conditions of Contract. Owner shall make payment on Design-Builder's properly submitted and accurate Final Application for Payment pursuant and subject to RCW Chapter 60.28 and RCW Chapter 39.08 and all applicable laws and regulations, provided that Design-Builder has satisfied the requirements for final payment set forth in Section 6.7.2 of the General Conditions of Contract.

7.4 Interest. Payments due and unpaid by Owner to Design-Builder, whether progress payments or final payment, shall bear interest commencing five (5) days after payment is due at the rate of twelve percent (12%) per year until paid.

7.5 Record Keeping and Finance Controls. Design-Builder acknowledges that this Agreement is to be administered on an "open book" arrangement relative to Costs of the Work. Design-Builder shall keep full and detailed accounts and exercise such controls as may be necessary for proper financial management, using accounting and control systems in accordance with generally accepted accounting principles and as may be provided in the Contract Documents. During the performance of the Work and for a period of six (6) years after Final Payment, Owner, Owner's accountants, the Washington State Department of Commerce and the Washington State Auditor shall be afforded access to, and the right to audit from time-to-time, upon reasonable notice, Design-Builder's records, books, correspondence, receipts, subcontracts, purchase orders, vouchers, memoranda and other data relating to the Work, all of which Design-Builder shall preserve for a period of six (6) years after Final Payment. Such inspection shall take place at Design-Builder's offices during normal business hours unless another location and time is agreed to by the parties. Any multipliers or markups agreed to by the Owner and Design-Builder as part of this Agreement are only subject to audit to confirm that such multiplier or markup has been charged in accordance with this Agreement, with the composition of such multiplier or markup not being subject to audit.

Article 8

Termination for Convenience

8.1 Upon ten (10) days' written notice to Design-Builder, Owner may, for its convenience and without cause, elect to terminate all or a portion of this Agreement. In such event, Owner shall pay Design-Builder for the following:

8.1.1 All Work executed and for proven loss, cost or expense in connection with the Work;

8.1.2 The reasonable costs and expenses attributable to such termination, including demobilization costs and amounts due in settlement of terminated contracts with Subcontractors and Design Consultants; and

8.1.3 The fair and reasonable sums for overhead and profit on the sum of items 8.1.1 and 8.1.2 above based on Design-Builder's Fee Percentage, provided, however, if a Fixed Fee has been established, then the Fixed Fee shall only be modified pursuant to Section 6.2.3 above.

8.2 If Owner terminates this Agreement pursuant to Section 8.1 above and proceeds to design and construct the Project through its employees, agents or third parties, Owner's rights to use the Work Product shall be as set forth in Section 4.3 hereof. Such rights may not be transferred or assigned to others without Design-Builder's express written consent and such third parties' agreement to the terms of Article 4.

Article 9

Representatives of the Parties

9.1 Owner's Representatives.

9.1.1 Owner designates the individual listed below as its Senior Representative ("Owner Senior Representative"), which individual has the authority and responsibility for avoiding and resolving disputes under Section 10.2.3 of the General Conditions of Contract: *(Identify individual's name, title, address and telephone numbers)*

**Joe Schiessl
City of Richland
505 Swift Blvd
Richland, WA 98352**

9.1.2 Owner designates the individual listed below as its Owner's Representative, which individual has the authority and responsibility set forth in Section 3.4 of the General Conditions of Contract: *(Identify individual's name, title, address and telephone numbers)*

**Darrin Sweeney
City of Richland
505 Swift Blvd
Richland, WA 98352**

9.2 Design-Builder's Representatives.

9.2.1 Design-Builder designates the individual listed below as its Senior Representative ("Design-Builder's Senior Representative"), which individual has the authority and responsibility for avoiding and resolving disputes under Section 10.2.3 of the General Conditions of Contract: *(Identify individual's name, title, address and telephone numbers)*

**Craig Leone
Leone & Keeble
108 W. Boone Ave
Spokane, WA 99201**

9.2.2 Design-Builder designates the individual listed below as its Design-Builder's Representative, which individual has the authority and responsibility set forth in Section 2.1.1 of the General Conditions of Contract: *(Identify individual's name, title, address and telephone numbers)*

**Becky Blankenship
Leone & Keeble
108 W. Boone Ave
Spokane, WA 99201**

Article 10

Bonds and Insurance

10.1 Insurance. Design-Builder and Owner shall procure the insurance coverages set forth in the Insurance Exhibit attached hereto and in accordance with Article 5 of the General Conditions of Contract.

10.2 Bonds and Other Performance Security. Upon execution of this Agreement, Design-Builder shall provide a performance and a labor and material bond, pursuant to RCW Chapter 39.08, equal to one hundred percent (100%) of the Validation NTE in the form set forth as Exhibit B, Upon execution of the Validation Amendment, Design-Builder shall provide a performance and labor and material bond, pursuant to RCW Chapter 39.08, equal to one hundred percent (100%) of the Target Budget in the form set forth as Exhibit B.

Article 11

Other Provisions

11.1 Other provisions, if any, are as follows: *(Insert any additional provisions)*

11.2 Wages.

11.2.1 The Design-Builder and its Subcontractors, Consultants and Sub-Consultants shall pay all laborers, workmen, or mechanics employed by it or them in the performance of this Contract the applicable state prevailing wage rate required by (RCW Chapter 39.12). The schedule of prevailing wage rates for the locality or localities of the Work is determined by the Industrial Statistician of the Department of Labor and Industries. It is the Design-Builder's responsibility to verify the applicable prevailing wage rate.

11.2.2 Before payment is made by the Owner to the Design-Builder for any Work performed by Design-Builder or any Subcontractor, Consultant or Sub-Consultant whose work is included in the application for payment, the Design-Builder shall submit, or shall have previously submitted, to the Owner a Statement of Intent to Pay Prevailing Wages, approved by the Department of Labor and Industries, certifying the rate of hourly wage paid and to be paid each classification of employees, laborers, workers, or mechanics employed for the Work by Design-Builder, Consultants, Subcontractors and Sub-Consultants. The "Statement of Intent to Pay Prevailing Wages" shall include: (1) the Design-Builder's registration number; and (2) the prevailing wages under RCW 39.12.020 and the number of workers in each classification. Each voucher claim submitted by the Design-Builder for payment on a project estimate shall state that the prevailing wages have been paid in accordance with the prefilled statement or statements of intent to pay prevailing wages on file with the Owner.

11.2.3 Design-Builder and each Subcontractor required to pay the prevailing rate of wages shall post in a location readily visible at the job site: (1) a copy of a "Statement of Intent to Pay Prevailing Wages" approved by the industrial statistician of the Department of Labor and Industries; and (2) the address and telephone number of the industrial statistician of the Department of Labor and Industries where a complaint or inquiry concerning prevailing wages may be made.

11.2.4 Prior to release of the retainage, the Design-Builder shall submit to the Owner an Affidavit of Wages Paid, approved by the Department of Labor and Industries, for the Design-Builder and every Consultant, Sub-Consultant, and Subcontractor of any tier that performed work on the Project.

11.2.5 Disputes regarding prevailing wage rates shall be referred for arbitration to the Director of the Department of Labor and Industries. The arbitration decision shall be final and conclusive and binding on all parties involved in the dispute as provided for by RCW 39.12.060.

11.2.6 Each Application for Payment submitted by Design-Builder shall state that prevailing wages have been paid in accordance with the prefilled statement(s) of intent, as approved. Copied of the approved intent statements(s) shall be posted on the job site with the address and telephone number of the Industrial Statistician of the Department of Labor and Industries where a complaint or inquiry concerning prevailing wages may be made.

11.2.7 In compliance with WAC Chapter 296-127, Design-Builder shall pay to the Department of Labor and Industries the currently established fee(s) for each statement of intent and/or affidavit of wages paid submitted to the Department of Labor and Industries for certification.

11.2.8 Consistent with WAC 296-127-320, the Design-Builder and all Consultants, Sub-Consultants and Subcontractors shall submit a certified copy of payroll records if requested.

11.3 Hours of Labor

11.3.1 Design-Builder shall comply with applicable provisions of RCW Chapter 49.28, and such provisions are incorporated herein by reference.

11.3.2 RCW 49.28 permits entities performing public works contracts to enter into an agreement where employees work up to ten hours in a calendar day, subject to the provisions of the statute. No such agreement may provide that employees work ten-hour days for more than four calendar days a week. Any such agreement is subject to approval by the employees.

11.4 Off Site Prefabricated Items.

11.4.1 In accordance with RCW 39.04.370, Design-Builder shall submit certain information about off-site, prefabricated, nonstandard, project specific items produced under the terms of the contract and produced outside Washington as a part of the Affidavit of Wages Paid form filed with the Washington State Department of Labor and Industries.

11.5 Nondiscrimination.

11.5.1 No individual shall be excluded from participation in, denied the benefit of, subjected to discrimination under, or denied employment in the administration of or in connection with this contract because of age, sex, race, color, religion, creed, marital status, familial status, sexual orientation, national origin, honorably discharged veteran or military status, the presence of any sensory, mental or physical disability, or use of a service animal by a person with disabilities.

11.6 Business Registration Requirement.

11.6.1 Design-Builder represents and warrants that it and all of its subconsultants, subcontractors and suppliers are properly licensed to perform the work for which they are contracted and have all applicable business licenses, including but not limited to any licenses or registrations required by the State of Washington and any other regulatory authority. Design-Builder shall be solely responsible for contacting the State of Washington Business License Services at <http://bls.dor.wa.gov> or 1-800-451-7985 to obtain a business registration.

11.7 Contractor's Registration Requirement.

11.7.1 Design-Builder represents and warrants that it and all of its subconsultants, subcontractors and suppliers performing construction work are properly licensed pursuant to RCW 39.06.010.

11.8 Apprenticeship Program

11.8.1 Design-Builder shall comply with the apprenticeship program set forth in RCW 39.04.320, as applicable.

In executing this Agreement, Owner and Design-Builder each individually represents that it has the necessary financial resources to fulfill its obligations under this Agreement, and each has the necessary corporate approvals to execute this Agreement, and perform the services described herein.

OWNER:

(Name of Owner)

(Signature)

(Printed Name)

(Title)

Date: _____

DESIGN-BUILDER:

(Name of Design-Builder)

(Signature)

(Printed Name)

(Title)

Date: _____

Caution: An original DBIA document has this caution printed in blue. This is a printable copy and an original assures that changes will not be obscured as may occur when documents are reproduced.



STANDARD FORM OF GENERAL CONDITIONS OF PROGRESSIVE DESIGN-BUILD CONTRACT BETWEEN OWNER AND DESIGN-BUILDER

Document No. 535

Second Edition, 2010

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Washington, DC

Article 1

General

1.1 Mutual Obligations

1.1.1 *Owner and Design-Builder* commit at all times to cooperate fully with each other, and proceed on the basis of trust and good faith, to permit each party to realize the benefits afforded under the Contract Documents.

1.1.2 Integrated Delivery: The Parties wish to fully embrace the principles of collaboration and integrated delivery in the performance of the Work of this Project. Integrated delivery emphasizes a cooperative approach to problem solving involving all key parties to the Project: the Owner, Design-Builder, Designer and principal Subcontractors (electrical, mechanical and others as the Design-Builder and the Owner jointly agree are appropriate). Toward that end, the Parties agree to employ the following techniques to maximize efficiency and minimize waste:

- .1 Create a culture of open and honest communication throughout the course of the Project;
- .2 Resolve disputes at the lowest possible level;
- .3 Integrate the design and construction team (including key specialty contractors and trade partners) as early as possible into the design process;
- .4 Utilize lean construction methods efficiently and effectively;
- .5 Establish a collaborative environment where all parties have the opportunity to contribute their best efforts for the benefit of the Project as a whole rather than to the benefit of individual parties; and
- .6 Establish business terms that allow for equitable shared risk and reward for the parties who are members of the Design-Build Team.

1.2 Basic Definitions

1.2.1 *Agreement* refers to the executed contract between Owner and Design-Builder under DBIA Document No. 530, *Standard Form of Progressive Design-Build Agreement Between Owner and Design-Builder – with Cost Plus Fee and a Guaranteed Maximum Price* (2010 Edition).

1.2.2 *Initial Basis of Design Documents* are those documents developed as a Validation Period deliverable that outline the scope of the Project and include the DBIA 530 Standard Form of Progressive Design-Build Agreement Between Owner and Design-Builder Cost plus Fee with a Guaranteed Maximum Price; the DBIA 535 Standard Form of General Conditions of Progressive Design-Build Contract, and the other documents required as a Validation Period deliverable. The Scope of Work set forth in the Initial Basis of Design Documents shall be consistent with the Commercial Terms, including but not limited to the Guaranteed Maximum Price set forth in Section

1.2.3 *Commercial Terms* are any terms that establish a GMP, Not to Exceed, Lump Sum, or Contract Time.

1.2.4 *Construction Documents* are the documents, consisting of Drawings and Specifications, to be prepared or assembled by the Design-Builder consistent with the Initial and Final Basis of Design Documents unless a deviation from the Initial or Final Basis of Design Documents (as applicable) is specifically set forth in a Change Order executed by both the Owner and Design-Builder, as part of the design review process contemplated by Section 2.4 of these General Conditions of Contract.

1.2.5 *Day or Days* shall mean calendar days unless otherwise specifically noted in the Contract Documents.

1.2.6 *Design-Build Team* is comprised of the Design-Builder, the Design Consultant, and key

Subcontractors identified by the Design-Builder.

1.2.7 *Design Consultant* is a qualified, design professional licensed in the State of Washington who is not an employee of Design-Builder, but is retained by Design-Builder, or employed or retained by anyone under contract with Design-Builder, to furnish design services required under the Contract Documents. A Design Sub-Consultant is a qualified, licensed design professional who is not an employee of the Design Consultant, but is retained by the Design Consultant or employed or retained by anyone under contract to Design Consultant, to furnish design services required under the Contract Documents.

1.2.8 *Design Log* is a log of Reliable Design Decisions agreed upon by the parties. The Design Log supplements the Initial and Final Basis of Design Documents, as applicable.

1.2.9 *Design Submission* is a drawing, mock up, or other representation of the design created by the Design-Builder and provided to the Owner as part of the Design Services of this Agreement.

1.2.10 *Final Basis of Design Documents* are the documents agreed upon in the GMP Amendment by the Owner and Design-Builder at the conclusion of the GMP Development Period that comprise the performance and other requirements of the Project.

1.2.11 *Final Completion* is the date on which all Work is complete in accordance with the Contract Documents, including but not limited to, any items identified in the punch list prepared under Section 6.6.1 and the submission of all documents set forth in Section 6.7.2.

1.2.12 *Force Majeure Events* are those events that are beyond the control of both Design-Builder and Owner, including the events of war, floods, labor disputes, earthquakes, epidemics, adverse weather conditions not reasonably anticipated, and other acts of God.

1.2.13 *General Conditions of Contract* refer to this DBIA Document No. 535, *Standard Form of General Conditions of Contract Between Owner and Design-Builder* (2010 Edition, as amended).

1.2.14 *GMP Amendment* means an amendment to the Agreement entered into the parties at the conclusion of the GMP Development Period that establishes the Final Basis of Design Documents, the GMP, the Project Schedule and other terms agreed to by the parties.

1.2.15 *GMP Development Period* is the second phase of the Contract when the Design-Builder engages in consultation with the Owner and other stakeholders to develop the design, budget and schedule to a sufficient extent to allow the Design-Builder to submit a GMP Proposal. At the conclusion of the GMP Development Period, the Design-Builder shall submit the deliverables set forth in the Validation Amendment.

1.2.16 *GMP Proposal* means that proposal developed by Design-Builder in accordance with Section 6.6 of DBIA Document No. 530, *Standard Form of Agreement Between Owner and Design-Builder - Cost Plus Fee With a Guaranteed Maximum Price*.

1.2.17 *Hazardous Conditions* are any materials, wastes, substances and chemicals deemed to be hazardous under applicable Legal Requirements, or the handling, storage, remediation, or disposal of which are regulated by applicable Legal Requirements.

1.2.19 *Legal Requirements* are all applicable federal, state and local laws, codes, ordinances, rules, regulations, orders and decrees of any government or quasi-government entity having jurisdiction over the Project or Site, the practices involved in the Project or Site, or any Work.

1.2.10 *Project Schedule* is the schedule provided by the Design-Builder pursuant to Section 2.1.3 of the General Conditions.

1.2.20 *Reliable Design Decision* is a decision, development, or election that refines the Initial

Basis of Design Documents or Final Basis of Design Documents, that is approved by the Owner and that is set forth in the Design Log. A Reliable Design Decision cannot change the Initial Basis of Design Documents or Final Basis of Design Documents but shall instead constitute a further development or refinement of the design for the Project with which all subsequent design, development and Construction Documents shall be consistent.

1.2.21 *Site* is the land or premises on which the Project is located.

1.2.22 *Subcontractor* is any person or entity retained by Design-Builder as an independent contractor to perform a portion of the Work and shall include Design Consultants, materialmen, and suppliers.

1.2.23 *Sub-Subcontractor* is any person or entity retained by a Subcontractor as an independent contractor to perform any portion of a Subcontractor's Work and shall include Design Sub-Consultants, materialmen, and suppliers.

1.2.24 *Substantial Completion* or *Substantially Complete* means the date on which the Work, or an Interim Milestone Date, is sufficiently complete in accordance with the Contract Documents so that Owner can occupy and use the Project or a portion thereof for its intended purposes without compromising the building operation (including materially increasing operating expenses) or the user's ability to reasonably use all parts of the Project.

1.2.25 *Trend* is an issue identified in the Trend Log.

1.2.26 *Trend Log* is a log of issues that have been identified by the Design-Builder or the Owner during the design process that may cause any Commercial Term to be modified or cause the Contract Time to be exceeded.

1.2.27 *Validation Period* is the second period in the Project. The purpose of the Validation Period is for the Design-Builder to conduct the Work described in Section 2.11.2.

1.2.28 *Validation Period Amendment* means an amendment to the Agreement entered into the parties at the conclusion of the Validation Period that establishes the Initial Basis of Design Documents, the Target Budget, the Target Project Schedule and other terms agreed to by the parties

1.2.29 *Work* shall mean the services, design and construction to be completed by the Design-Builder under the terms of this Contract. Work specifically includes the furnishing of all services, labor, materials, equipment, and all incidentals necessary to the successful completion of the services, design and construction, whether expressly required by or reasonably inferable from the Contract Documents, whether they are temporary or permanent, and whether they are incorporated into the finished Work or not. Work also includes all other obligations imposed on the Design-Builder by the Contract. The Work is sometimes generally referred to as the "Project."

Article 2

Design-Builder's Services and Responsibilities

2.1 General Services.

2.1.1 Design-Builder's Representative shall be reasonably available to Owner and shall have the necessary expertise and experience required to supervise the Work. Design-Builder's Representative shall communicate regularly with Owner and shall be vested with the authority to act on behalf of Design-Builder. Design-Builder's Representative may be replaced only with the mutual agreement of Owner and Design-Builder.

2.1.2 Design-Builder shall provide Owner with a monthly status report detailing the progress of the Work, including (i) whether the Work is proceeding according to schedule, (ii) whether discrepancies, conflicts, or ambiguities exist in the Contract Documents that require resolution, (iii) whether health and safety issues exist in connection with the Work; (iv) status of the contingency account to the extent provided for in the Agreement; and (v) other items that require resolution so as not to jeopardize Design-Builder's ability to complete the Work for the Contract Price and within the Contract Time(s). Status reports shall be submitted with the Design-Builder's draft Payment Applications as a pre-requisite to payment.

2.1.3 Design-Builder shall prepare and submit, at least three (3) days prior to the meeting contemplated by Section 2.1.4 hereof, the Project Schedule for the execution of the Validation Period for Owner's review and response. The Project Schedule shall indicate the dates for the start and completion of the various stages of Work, including the dates when Owner information and approvals are required to enable Design-Builder to achieve the Contract Time(s). The schedule shall be revised as required by conditions and progress of the Work, but such revisions shall not relieve Design-Builder of its obligations to complete the Work within the Contract Time(s), as such dates may be adjusted in accordance with the Contract Documents. Owner's review of, and response to, the schedule shall not be construed as relieving Design-Builder of its complete and exclusive control over the means, methods, sequences and techniques for executing the Work.

2.1.4 The parties will meet within seven (7) days after execution of the Agreement to discuss issues affecting the administration of the Work and to implement the necessary procedures, including those relating to submittals and payment, to facilitate the ability of the parties to perform their obligations under the Contract Documents.

2.1.5 The Design-Build Team, which at a minimum shall consist of the Design-Builder's Representative and a representative from the lead designer and lead constructor, shall meet with the Owner at least on a weekly basis and shall provide to the Owner a written update regarding the status of the Project, including but not limited to the following information: any updates to the Project Schedule, status of any changes or potential changes to the Initial and/or Final Basis of Design Documents or the Project Schedule, progress of the design, and any issues that may have a material effect on the Project. The Design-Build Team shall issue meeting minutes within three days of meeting.

2.2 Design Professional Services.

2.2.1 Design-Builder shall, consistent with applicable state licensing laws, provide through qualified, licensed design professionals employed by Design-Builder, or procured from qualified, independent licensed Design Consultants, the necessary design services, including architectural, engineering and other design professional services, for the preparation of the required drawings, specifications and other design submittals to permit Design-Builder to complete the Work consistent with the Contract Documents. Nothing in the Contract Documents is intended or deemed to create any legal or contractual relationship between Owner and any Design Consultant. Design-Builder shall provide to Owner a list of all Design Consultants and Design Sub-Consultants who will perform material portions of the Work. "Material portions of the Work" shall, at a minimum, include the civil, landscape, architectural, structural, mechanical, electrical, and plumbing design. Design-Builder shall not substitute a listed Design Consultant or Sub-Consultant without obtaining Owner's prior written consent, such consent shall not be unreasonably withheld. The Contract Documents shall not be construed to create a contractual relationship of any kind between Owner and any Design Consultant or Subconsultant of any tier.

2.3 Standard of Care for Design Professional Services.

2.3.1 The standard of care for all design professional services performed to execute the Work shall be the care and skill ordinarily used by members of the design profession practicing under similar conditions at the same time and locality of the Project. The Design-Builder shall also perform

the design and construction so that the Work meets or exceeds the performance requirements set forth in the Owner's Program.

2.4 Design Development Services.

2.4.1 Design-Builder and Owner shall, consistent with any applicable provision of the Contract Documents, agree upon any interim design submissions that Owner may wish to review, which interim design submissions may include design criteria, drawings, diagrams and specifications setting forth the Project requirements.

.1 Interim and final design submissions shall be consistent with the Initial and Final Basis of Design Documents, as the Basis of Design Documents may have been changed through the design process set forth in this Section 2.4.1, as well as the Commercial Terms. By submitting a design submission, the Design-Builder represents to the Owner that the design submission may be constructed for the then current Initial or Final Basis of Design Documents (as applicable) and the Commercial Terms. Notwithstanding the above, Design-Builder may propose designs that may alter the Initial or Final Basis of Design Documents, the Commercial Terms; however, Design-Builder must provide notice thereof in accordance with Article 9

.2 On or about the time of the scheduled submissions, Design-Builder and Owner shall meet and confer about the submissions, with Design-Builder identifying during such meetings, among other things, the evolution of the design and any changes to the Initial or Final Basis of Design Documents, or, if applicable, previously submitted design submissions.

.3 The Owner shall review and comment on such Design Submissions, providing any comments and/or concerns about such Design Submissions. The Owner shall provide all comments on the Design Submissions within the time provided by the Schedule. The Design-Builder shall revise the Design Submissions (and any other deliverables) in response to the Owner's comments, and incorporate said responses into the next Design Submission.

.4 If incorporation of the Owner's comments result in a design that is inconsistent with the Initial or Final Basis of Design Documents or otherwise give rise to a change in the Initial or Final Basis of Design Documents, or the Commercial Terms, the Design-Builder shall provide notice thereof in accordance with Article 9. Changes to the Initial or Final Basis of Design Documents, including those that are deemed minor changes under Section 9.3.1, shall be processed in accordance with Article 9.

.5 The Design-Builder shall provide an updated cost model for the Project periodically as agreed by Owner throughout the Work. The cost model will be based on a detailed labor and material type cost estimate for the GMP and other Commercial Terms, consistent with Association for the Advancement of Cost Engineering (AACE) practices. The cost model shall be organized by CSI division listing all materials, equipment, and systems necessary to construct the facilities. The Design-Builder shall also schedule and facilitate a one-day review meeting with the Owner to present and summarize changes in the Design Submission, changes to the scheduled Milestone dates and present an overview of cost model.

.6 Design Log. A Design Log, including a full listing of Reliable Design Decisions and all changes to the Initial and Final Basis of Design Documents, will be maintained by the Design-Builder and provided to all attendees for review.

- a. The Design Log shall be updated after every Design Review Meeting, and in any case, on a weekly basis.

- b. Once a Reliable Design Decision in the Design Log is approved in writing by the Owner, it shall be binding on the Design-Builder as if set forth in the Interim or Final Basis of Design Documents.
- c. The Design Log is for the sole purpose of tracking the development of the Design Submissions. If a Reliable Design Decision will cause a change in the Interim or Final Basis of Design Decisions, or any of the Commercial Terms, such changes must be processed pursuant to Article 9.

.7 **Trend Log.** If the Design-Builder does not know the extent to which a Design Submission will alter a Commercial Term, the Design-Builder shall request in writing for the Owner to agree to identify the Trend in the Trend Log.

- a. The request to include a Trend in the Trend Log must include the following information:

- i. Identification of the portion of the Design Submission for which the costs are uncertain and may cause any Commercial Term to be exceeded;
- ii. The estimated change in the applicable Commercial Term; and
- iii. Potential impacts or changes to the Initial or Final Basis of Design Documents as a result of the Trend.

- b. The Design-Builder must obtain the Owner's consent to include the Trend in the Trend Log. The Design-Builder will track the Trend on the Trend Log, and the Trend Log shall be updated with the most recent information on a weekly basis.

- c. The parties will work collaboratively to resolve Trends in the Trend Log as quickly as possible. When a Trend in the Log is resolved and the resolution changes the Initial or Final Basis of Design Documents and/or any Commercial Term, the resolution shall be memorialized in a Change Order.

2.4.2 Design-Builder shall submit to Owner Construction Documents setting forth in detail drawings and specifications describing the requirements for construction of the Work. The Construction Documents shall be consistent with the latest set of interim design submissions, as such submissions may have been modified in a design review meeting and recorded as set forth above. The parties shall have a design review meeting to discuss, and Owner shall review and approve, the Construction Documents in accordance with the procedures set forth in Section 2.4.1 above. Design-Builder shall proceed with construction in accordance with the approved Construction Documents and shall submit one set of approved Construction Documents to Owner prior to commencement of construction.

2.4.3 Owner's review and approval of interim design submissions, meeting minutes, the Design Log, the Trend Log, and the Construction Documents is for the purpose of mutually establishing a conformed set of Contract Documents compatible with the requirements of the Work. Neither Owner's review nor approval of any interim design submissions, meeting minutes, the Design Log, the Trend Log and Construction Documents shall be deemed to transfer any design liability from Design-Builder to Owner. Design-Builder shall provide Owner with sufficient time in the Project Schedule to review and approve the design submissions, such time period shall not be less than one (1) week.

2.4.4 To the extent not prohibited by the Contract Documents or Legal Requirements, Design-Builder may prepare interim design submissions and Construction Documents for a portion of the Work to permit construction to proceed on that portion of the Work prior to completion of the Construction Documents for the entire Work.

2.5 Legal Requirements.

2.5.1 Design-Builder shall perform the Work in accordance with all Legal Requirements and shall

provide all notices applicable to the Work as required by the Legal Requirements.

2.5.2 The Commercial Terms shall be adjusted to compensate Design-Builder for the effects of any changes in the Legal Requirements enacted after the date the parties agree upon the Commercial Term. Such effects may include, without limitation, revisions Design-Builder is required to make to the Construction Documents because of changes in Legal Requirements.

2.6 Government Approvals and Permits.

2.6.1 Except as identified in an Owner's Permit List attached as an exhibit to the Agreement, Design-Builder shall obtain and pay for all necessary permits, approvals, licenses, government charges and inspection fees required for the prosecution of the Work by any government or quasi-government entity having jurisdiction over the Project.

2.6.2 Design-Builder shall provide reasonable assistance to Owner in obtaining those permits, approvals and licenses that are Owner's responsibility.

2.7 Design-Builder's Construction Phase Services.

2.7.1 Unless otherwise provided in the Contract Documents to be the responsibility of Owner or a separate contractor, Design-Builder shall provide through itself or Subcontractors the necessary supervision, labor, inspection, testing, start-up, material, equipment, machinery, temporary utilities and other temporary facilities to permit Design-Builder to complete construction of the Project consistent with the Contract Documents.

2.7.2 Design-Builder shall perform all construction activities efficiently and with the requisite expertise, skill and competence to satisfy the requirements of the Contract Documents. Design-Builder shall at all times exercise complete and exclusive control over the means, methods, sequences and techniques of construction.

2.7.3 Design-Builder shall employ only Subcontractors who are duly licensed and qualified to perform the Work consistent with the Contract Documents. Design-Builder shall, prior to the start of construction, provide Owner with a list of all Subcontractors performing the construction work to Owner. To the extent that the Design-Builder has not selected a Subcontractor prior to performing the construction work, Design-Builder shall inform Owner in writing of the scope of work that has not been subcontracted and provide Owner a list of any subsequently added Subcontractors prior to the Subcontractor performing Work on the Project. Owner may reasonably object to Design-Builder's selection of any Subcontractor, provided that the Contract Price and/or Contract Time(s) shall be adjusted to the extent that Owner's decision impacts Design-Builder's cost and/or time of performance. Design-Builder may not substitute listed Subcontractors without Owner's prior consent; such consent shall not be unreasonably withheld. The Contract Documents shall not be construed to create a contractual relationship of any kind between Owner and any Subcontractor of any tier.

2.7.4 Design-Builder assumes responsibility to Owner for the proper performance of the Work of Subcontractors and any acts and omissions in connection with such performance. Nothing in the Contract Documents is intended or deemed to create any legal or contractual relationship between Owner and any Subcontractor or Sub-Subcontractor, including but not limited to any third-party beneficiary rights.

2.7.5 Design-Builder shall coordinate the activities of all Subcontractors. If Owner performs other work on the Project or at the Site with separate contractors under Owner's control, Design-Builder agrees to reasonably cooperate and coordinate its activities with those of such separate contractors so that the Project can be completed in an orderly and coordinated manner without unreasonable disruption.

2.7.6 Design-Builder shall keep the Site reasonably free from debris, trash and construction

wastes to permit Design-Builder to perform its construction services efficiently, safely and without interfering with the use of adjacent land areas. Upon Substantial Completion of the Work, or a portion of the Work, Design-Builder shall remove all debris, trash, construction wastes, materials, equipment, machinery and tools arising from the Work or applicable portions thereof to permit Owner to occupy the Project or a portion of the Project for its intended use.

2.8 Design-Builder's Responsibility for Project Safety.

2.8.1 Design-Builder recognizes the importance of performing the Work in a safe manner so as to prevent damage, injury or loss to (i) all individuals at the Site, whether working or visiting, (ii) the Work, including materials and equipment incorporated into the Work or stored on-Site or off-Site, and (iii) all other property at the Site or adjacent thereto. Design-Builder assumes responsibility for implementing and monitoring all safety precautions and programs related to the performance of the Work. Design-Builder shall, prior to commencing construction, designate a Safety Representative with the necessary qualifications and experience to supervise the implementation and monitoring of all safety precautions and programs related to the Work. Unless otherwise required by the Contract Documents, Design-Builder's Safety Representative shall be an individual stationed at the Site who may have responsibilities on the Project in addition to safety. The Safety Representative shall make routine daily inspections of the Site and shall hold weekly safety meetings with Design-Builder's personnel, Subcontractors and others as applicable.

2.8.2 Design-Builder and Subcontractors shall comply with all Legal Requirements relating to safety, as well as any Owner-specific safety requirements set forth in the Contract Documents, provided that such Owner-specific requirements do not violate any applicable Legal Requirement. Design-Builder will immediately report in writing any safety-related injury, loss, damage or accident arising from the Work to Owner's Representative and, to the extent mandated by Legal Requirements, to all government or quasi-government authorities having jurisdiction over safety-related matters involving the Project or the Work.

2.8.3 Design-Builder's responsibility for safety under this Section 2.8 is not intended in any way to relieve Subcontractors and Sub-Subcontractors of their own contractual and legal obligations and responsibility for (i) complying with all Legal Requirements, including those related to health and safety matters, and (ii) taking all necessary measures to implement and monitor all safety precautions and programs to guard against injuries, losses, damages or accidents resulting from their performance of the Work.

2.9 Design-Builder's Warranty.

2.9.1 Design-Builder warrants to Owner that the construction, including all materials and equipment furnished as part of the construction, shall be new unless otherwise specified in the Contract Documents, of good quality, in conformance with the Contract Documents and free of defects in materials and workmanship. Design-Builder's warranty obligation excludes defects caused by abuse, alterations, or failure to maintain the Work in a commercially reasonable manner. Nothing in this warranty is intended to limit any manufacturer's warranty which provides Owner with greater warranty rights than set forth in this Section 2.9 or the Contract Documents. Design-Builder will provide Owner with all manufacturers' warranties upon Substantial Completion.

2.10 Correction of Defective Work.

2.10.1 Design-Builder agrees to correct any Work that is found to not be in conformance with the Contract Documents, including that part of the Work subject to Section 2.9 hereof, within a period of one year from the date of Substantial Completion of the Work or any portion of the Work, or within such longer period to the extent required by any specific warranty included in the Contract Documents.

2.10.2 Design-Builder shall, within seven (7) days of receipt of written notice from Owner that the Work is not in conformance with the Contract Documents, take meaningful steps to commence

correction of such nonconforming Work, including the correction, removal or replacement of the nonconforming Work and any damage caused to other parts of the Work affected by the nonconforming Work. If Design-Builder fails to commence the necessary steps within such seven (7) day period, Owner, in addition to any other remedies provided under the Contract Documents, may provide Design-Builder with written notice that Owner will commence correction of such nonconforming Work with its own forces. If Owner does perform such corrective Work, Design-Builder shall be responsible for all reasonable costs incurred by Owner in performing such correction. If the nonconforming Work creates an emergency requiring an immediate response, the seven (7) day period identified herein shall be deemed inapplicable.

2.10.3 The one-year period referenced in Section 2.10.1 above applies only to Design-Builder's obligation to correct nonconforming Work and is not intended to constitute a period of limitations for any other rights or remedies Owner may have regarding Design-Builder's other obligations under the Contract Documents.

2.11 Contract Phases

2.11.1 Validation Period. The Validation Period shall commence upon Notice to Proceed from the Owner and shall end on the Validation Period Completion Date as set forth in DBIA Document 530, Section 5.2. The services provided by the Design-Builder during the Validation Period shall be established in Exhibit C.

.1 In the Validation Period, the Design-Builder shall carefully and thoroughly examine the information set forth in Exhibit C, the existing site conditions, and any other information provided by the Owner with respect to the Project. Such information includes, but is not limited to, as-built drawings of the existing facilities; necessary testing of existing facilities; geotechnical and other site conditions; and legal, permitting and regulatory requirements and restrictions

.2 The Design-Builder may not rely on information provided by the Owner and must validate all information provided by the Owner during the Validation Period as set forth in Exhibit C. Notwithstanding the above, the parties recognize that the Design-Builder relied on the information set forth in the Request for Proposals to establish the Validation Period NTE, and if the actual conditions differ materially from the information set forth in the RFP, then the Design-Builder shall provide Notice thereof and may be entitled to an equitable adjustment in the Validation Period NTE, provided that the Design-Builder meets the requirements in Section 4.2.1 of the General Conditions.

.3 The Design-Builder and the Owner shall, consistent with any applicable provision of the Contract Documents and during the Validation Period, agree upon the quantity and level of development for Design Submissions that the Owner may wish to review, which Design Submissions may include Milestone Design Submissions, design criteria, drawings, diagrams and specifications setting forth the Project requirements. Design Submissions shall be consistent with the GMP and the information set forth in the RFP, as they may develop through the design process set forth in the Contract Documents.

.4 Design-Builder must verify the information set forth in Exhibit C by the conclusion of the Validation Period. The extent to which such verification will occur in the Validation Period shall be set forth in Exhibit C. If the Design-Builder discovers or should have discovered with reasonable diligence material differences from the actual conditions and the information provided in Exhibit C, Design-Builder shall, at the conclusion of the Validation Period, provide Owner with written notice of any such material differences. A "Material Difference" is defined as one that would either a) impact the Initial Basis of Design Documents or Design-Builder's Fee or b) be considered a Differing Site Condition pursuant to Section 4.2.1 of the General Conditions. Design-Builder shall not be entitled to a Change Order for Differing Site Conditions pursuant to Section 4.2.1(i) of the General Conditions if the Differing Site Condition could have been discovered, with reasonable diligence, during

the Validation Period.

.5 At the conclusion of the Validation Period, the Design-Builder will submit a Validation Amendment Proposal pursuant to Section 6.6.2 of the Agreement. The parties will negotiate the Final terms of the Validation Amendment Proposal, and if the parties agree, they will enter into the Validation Amendment. Upon execution of the Validation Amendment, the Design-Builder shall provide a payment and performance bond for the amount of the Target Budget.

.6 The Initial Basis of Design Documents submitted with the Validation Proposal will be developed collaboratively with the Owner. Unless otherwise agreed to in writing by the Owner, the Initial Basis of Design Documents shall include the following:

- a. Schematic drawings;
- b. Concept floor plan and elevations;
- c. Equipment cut sheets for major systems
- d. Site plan;
- e. Design and construction phasing plan;
- f. Subcontractor procurement plan; and
- g. Stakeholder engagement plan

.7 If the Design-Builder performs Work after the submission of the Validation Amendment Proposal but before the parties enter into the Validation Amendment pursuant to Section 6.6.2 of the Agreement, the Design-Builder shall be entitled to be paid in the same manner as it was paid during the Validation Period; however, in no case shall the Design-Builder be entitled to be paid in excess of the Validation NTE.

2.11.2 GMP Development Period. The GMP Development Period shall commence and end pursuant to the schedule set forth in the Validation Amendment. The services provided by the Design-Builder during the Validation Period shall be established in the Validation Amendment.

.1 In the GMP Development Period, the Design-Builder shall, in collaboration with the Owner, further develop the Final Basis of Design Documents, including but not limited to the plans and specifications for the Project, the Final GMP, and the Final Project Schedule. The scope of the GMP Development Period shall be set forth in the Validation Amendment.

.2 The Design-Builder and the Owner shall, consistent with any applicable provision of the Contract Documents and during the GMP Development Period, agree upon the quantity and level of development for Design Submissions that the Owner may wish to review, which Design Submissions may include Milestone Design Submissions, design criteria, drawings, diagrams and specifications setting forth the Project requirements. Design Submissions shall be consistent with the GMP and the information set forth in the RFP, as they may develop through the design process set forth in the Contract Documents.

.3 At the conclusion of the GMP Development Period, the Design-Builder will submit a GMP Proposal pursuant to Section 6.6.2 of the Agreement. The parties will negotiate the Final terms of the GMP Proposal, and if the parties agree, they will enter into the GMP Amendment.

.4 If the Design-Builder performs Work after the submission of the GMP Proposal but before the parties enter into the GMP Amendment pursuant to Section 6.6.2 of the Agreement, the Design-Builder shall be entitled to be paid in the same manner as it was paid during the GMP Development Period; however, in no case shall the Design-Builder be entitled to be paid in excess of the GMP Development NTE.

2.11.3 Post GMP Period. The Post GMP Period is the final phase of the Contract where the Design-Builder: (i) completes the design services and develops Construction Documents for the Project, (ii) performs the construction, start-up, testing and commissioning and closeout of the Project, and (iii) undertakes any necessary warranty services for the Project.

Article 3

Owner's Services and Responsibilities

3.1 Duty to Cooperate.

3.1.1 Owner shall, throughout the performance of the Work, cooperate with Design-Builder and perform its responsibilities, obligations and services in a timely manner to facilitate Design-Builder's timely and efficient performance of the Work and so as not to delay or interfere with Design-Builder's performance of its obligations under the Contract Documents.

3.1.2 Owner shall provide timely reviews and approvals of interim design submissions and Construction Documents consistent with the turnaround times set forth in Design-Builder's schedule.

3.1.3 Owner shall give Design-Builder timely notice of any Work that Owner notices to be defective or not in compliance with the Contract Documents.

3.2 Furnishing of Services and Information.

3.2.1 Not Used.

3.2.2 Owner is responsible for securing and executing all necessary agreements with adjacent land or property owners that are necessary to enable Design-Builder to perform the Work. Owner is further responsible for all costs, including attorneys' fees, incurred in securing these necessary agreements.

3.3 Financial Information.

3.3.1 If Design-Builder has reasonable belief that Owner will not have sufficient funds to complete the Project, at Design-Builder's written request, Owner shall promptly furnish reasonable evidence satisfactory to Design-Builder that Owner has adequate funds available and committed to fulfill all of Owner's contractual obligations under the Contract Documents. If Owner fails to furnish such financial information in a timely manner, Design-Builder may stop Work under Section 11.3 hereof or exercise any other right permitted under the Contract Documents.

3.3.2 Design-Builder shall cooperate with the reasonable requirements of Owner's lenders or other financial sources. Notwithstanding the preceding sentence, after execution of the Agreement Design-Builder shall have no obligation to execute for Owner or Owner's lenders or other financial sources any documents or agreements that require Design-Builder to assume obligations or responsibilities greater than those existing obligations Design-Builder has under the Contract Documents.

3.4 Owner's Representative.

3.4.1 Owner's Representative shall be responsible for providing Owner-supplied information and approvals in a timely manner to permit Design-Builder to fulfill its obligations under the Contract Documents. Owner's Representative shall also provide Design-Builder with prompt notice if it

observes any failure on the part of Design-Builder to fulfill its contractual obligations, including any errors, omissions or defects in the performance of the Work. Owner's Representative shall communicate regularly with Design-Builder and shall be vested with the authority to act on behalf of Owner.

3.5 Government Approvals and Permits.

3.5.1 Owner shall obtain and pay for all necessary permits, approvals, licenses, government charges and inspection fees set forth in Section 2.6.1.

3.5.2 Owner shall provide reasonable assistance to Design-Builder in obtaining those permits, approvals and licenses that are Design-Builder's responsibility.

3.6 Owner's Separate Contractors.

3.6.1 Owner is responsible for all work performed on the Project or at the Site by separate contractors under Owner's control. Owner shall contractually require its separate contractors to cooperate with, and coordinate their activities so as not to interfere with, Design-Builder in order to enable Design-Builder to timely complete the Work consistent with the Contract Documents.

Article 4

Hazardous Conditions and Differing Site Conditions

4.1 Hazardous Conditions.

4.1.1 Unless otherwise expressly provided in the Contract Documents to be part of the Work, Design-Builder is not responsible for any Hazardous Conditions encountered at the Site that could have been reasonably discovered during the Validation Period. Unless working with such Hazardous Condition is part of the scope of the Work, upon encountering any Hazardous Conditions, Design-Builder will stop Work immediately in the affected area and duly notify Owner and, if required by Legal Requirements, all government or quasi-government entities with jurisdiction over the Project or Site.

4.1.2 Upon receiving notice of the presence of suspected Hazardous Conditions that are not set forth as part of the Work or that could not have been reasonably discovered during the Validation Period, Owner shall take the necessary measures required to ensure that the Hazardous Conditions are remediated or rendered harmless. Such necessary measures shall include Owner retaining qualified independent experts to (i) ascertain whether Hazardous Conditions have actually been encountered, and, if they have been encountered, (ii) prescribe the remedial measures that Owner must take either to remove the Hazardous Conditions or render the Hazardous Conditions harmless.

4.1.3 Design-Builder shall be obligated to resume Work at the affected area of the Project only after Owner's expert provides it with written certification that (i) the Hazardous Conditions have been removed or rendered harmless and (ii) all necessary approvals have been obtained from all government and quasi-government entities having jurisdiction over the Project or Site.

4.1.4 Unless expressly provided in the Contract Documents to be part of the Work, Design-Builder will be entitled, in accordance with these General Conditions of Contract, to an adjustment in its Contract Price and/or Contract Time(s) to the extent Design-Builder's cost and/or time of performance have been adversely impacted by the presence of Hazardous Conditions.

4.1.5 To the fullest extent permitted by law, Owner shall indemnify, defend and hold harmless

Design-Builder, Design Consultants, Subcontractors, anyone employed directly or indirectly by any of them, and their officers, directors, employees and agents, from and against any and all claims, losses, damages, liabilities and expenses, including reasonable attorneys' fees and expenses, arising out of or resulting from the presence, removal or remediation of Hazardous Conditions at the Site pursuant to this Section.

4.1.6 Notwithstanding the preceding provisions of this Section 4.1, Owner is not responsible for Hazardous Conditions introduced to the Site by Design-Builder, Subcontractors or anyone for whose acts they may be liable. To the fullest extent permitted by law, Design-Builder shall indemnify, defend and hold harmless Owner and Owner's officers, directors, employees and agents from and against all claims, losses, damages, liabilities and expenses, including attorneys' fees and expenses, arising out of or resulting from those Hazardous Conditions introduced to the Site by Design-Builder, Subcontractors or anyone for whose acts they may be liable.

4.1.7 With respect to Hazardous Conditions that are part of the Work, Design-Builder agrees to comply with all applicable regulatory authorities, including but not limited to any statute, regulation or regulatory agency regarding such Hazardous Conditions. Design-Builder agrees to work cooperatively with Owner and regulatory agencies with jurisdiction over the Project to properly handle, dispose of, and/or remediate any Hazardous Conditions.

4.2 Differing Site Conditions.

4.2.1 Concealed or latent physical conditions or subsurface conditions at the Site that (i) materially differ from the conditions indicated in Exhibit C or (ii) are of an unusual nature, differing materially from the conditions ordinarily encountered and generally recognized as inherent in the Work are collectively referred to herein as "Differing Site Conditions." If Design-Builder encounters a Differing Site Condition, Design-Builder will be entitled to an adjustment in the applicable Commercial Term to the extent Design-Builder's cost and/or time of performance are adversely impacted by the Differing Site Condition. Notwithstanding the above, provided the parties sign the Validation Amendment, Design-Builder shall not be entitled to a Change Order for Differing Site Conditions pursuant to Section 4.2.1(i) of the General Conditions if the Differing Site Condition could have been discovered, with reasonable diligence, during the Validation Period.

4.2.2 Upon encountering a Differing Site Condition, Design-Builder shall provide prompt written notice to Owner of such condition, which notice shall not be later than fourteen (14) days after such condition has been encountered. Design-Builder shall, to the extent reasonably possible, provide such notice before the Differing Site Condition has been substantially disturbed or altered. Design-Builder and Owner shall work together cooperatively to determine the appropriate course of action regarding any Differing Site Condition.

Article 5

Insurance and Bonds

5.1 Design-Builder's Insurance Requirements.

5.1.1 Design-Builder is responsible for procuring and maintaining the insurance for the coverage amounts all as set forth in the Insurance Exhibit to the Agreement. Coverage shall be secured from insurance companies authorized to do business in the state in which the Project is located, and with a minimum rating set forth in the Agreement.

5.1.2 Design-Builder's insurance shall specifically delete any design-build or similar exclusions that could compromise coverages because of the design-build delivery of the Project.

5.1.3 Upon signing and returning the signed Agreement to the Owner, and in any event, prior to

performing any Work under this Agreement, Design-Builder shall provide Owner with certificates evidencing that (i) all insurance obligations required by the Contract Documents are in full force and in effect and will remain in effect for the duration required by the Contract Documents and (ii) no insurance coverage will be canceled, renewal refused, or materially changed unless at least thirty (30) days prior written notice is given to Owner. If any of the foregoing insurance coverages are required to remain in force after final payment are reasonably available, an additional certificate evidencing continuation of such coverage shall be submitted with the Final Application for Payment. If any information concerning reduction of coverage is not furnished by the insurer, it shall be furnished by the Design-Builder with reasonable promptness according to the Design-Builder's information and belief.

5.2 Owner's Liability Insurance.

5.2.1 Owner shall procure and maintain from insurance companies authorized to do business in the state in which the Project is located such liability insurance as set forth in the Insurance Exhibit to the Agreement to protect Owner from claims which may arise from the performance of Owner's obligations under the Contract Documents or Owner's conduct during the course of the Project.

5.3 Owner's Property Insurance.

5.3.1 Unless otherwise provided in the Contract Documents, Owner shall procure and maintain from insurance companies authorized to do business in the state in which the Project is located property insurance upon the entire Project to the full insurable value of the Project, including professional fees, overtime premiums and all other expenses incurred to replace or repair the insured property. The property insurance obtained by Owner shall be the broadest coverage commercially available, and shall include as additional insureds the interests of Owner, Design-Builder, Design Consultants and Subcontractors of any tier. Such insurance shall include but not be limited to the perils of fire and extended coverage, theft, vandalism, malicious mischief, collapse, flood, earthquake, debris removal and other perils or causes of loss as called for in the Contract Documents. The property insurance shall include physical loss or damage to the Work, including materials and equipment in transit, at the Site or at another location as may be indicated in Design-Builder's Application for Payment and approved by Owner. The Owner is responsible for the payment of any deductibles under the insurance required by this Section 5.3.1.

5.3.2 Unless the Contract Documents provide otherwise, Owner shall procure and maintain boiler and machinery insurance that will include the interests of Owner, Design-Builder, Design Consultants, and Subcontractors of any tier. The Owner is responsible for the payment of any deductibles under the insurance required by this Section 5.3.2.

5.3.3 Prior to Design-Builder commencing any Work, Owner shall provide Design-Builder with certificates evidencing that (i) all Owner's insurance obligations required by the Contract Documents are in full force and in effect and will remain in effect until Design-Builder has completed all of the Work and has received final payment from Owner and (ii) no insurance coverage will be canceled, renewal refused, or materially changed unless at least thirty (30) days prior written notice is given to Design-Builder. Owner's property insurance shall not lapse or be canceled if Owner occupies a portion of the Work pursuant to Section 6.6.3 hereof. Owner shall provide Design-Builder with the necessary endorsements from the insurance company prior to occupying a portion of the Work.

5.3.4 Any loss covered under Owner's property insurance shall be adjusted with Owner and Design-Builder and made payable to both of them as trustees for the insureds as their interests may appear, subject to any applicable mortgage clause. All insurance proceeds received as a result of any loss will be placed in a separate account and distributed in accordance with such agreement as the interested parties may reach. Any disagreement concerning the distribution of any proceeds will be resolved in accordance with Article 10 hereof.

5.3.5 Owner and Design-Builder waive against each other and Owner's separate contractors,

Design Consultants, Subcontractors, agents and employees of each and all of them, all damages covered by property insurance provided herein, except such rights as they may have to the proceeds of such insurance. Design-Builder and Owner shall, where appropriate, require similar waivers of subrogation from Owner's separate contractors, Design Consultants and Subcontractors and shall require each of them to include similar waivers in their contracts. These waivers of subrogation shall not contain any restriction or limitation that will impair the full and complete extent of its applicability to any person or entity unless agreed to in writing prior to the execution of this Agreement.

Article 6

Payment

6.1 Schedule of Values.

6.1.1 Unless required by the Owner upon execution of this Agreement, within ninety (90) days of execution of the Agreement, Design-Builder shall submit for Owner's review and approval a preliminary schedule of values for all of the Work. The Schedule of Values will (i) subdivide the Work into its respective parts, (ii) include values for all items comprising the Work and (iii) serve as the basis for monthly progress payments made to Design-Builder throughout the Work. Design-Builder will furnish, as part of the Schedule of Values, adequate and reliable cost justification and documentation so as to provide both Owner and Design Builder a transparent understanding of the cost data estimates and bids that comprise the initial baseline Schedule of Values as well as any updates thereto. Design-Builder will provide a final Schedule of Values with the GMP Proposal.

6.1.2 The Owner will timely review and approve the schedule of values so as not to delay the submission of the Design-Builder's first application for payment. The Owner and Design-Builder shall timely resolve any differences so as not to delay the Design-Builder's submission of its first application for payment.

6.2 Monthly Progress Payments.

6.2.1 On or before the date established in the Agreement, Design-Builder shall submit for Owner's review and approval its Application for Payment requesting payment for all Work performed as of the date of the Application for Payment. The Application for Payment shall be accompanied by all supporting documentation required by the Contract Documents and/or established at the meeting required by Section 2.1.4 hereof.

6.2.2 The Application for Payment may request payment for equipment and materials not yet incorporated into the Project, provided that (i) Owner is satisfied that the equipment and materials are suitably stored at either the Site or another acceptable location, (ii) the equipment and materials are protected by suitable insurance and (iii) upon payment, Owner will receive the equipment and materials free and clear of all liens and encumbrances.

6.2.3 All discounts offered by Subcontractor, Sub-Subcontractors and suppliers to Design-Builder for early payment shall accrue one hundred percent to Design-Builder to the extent Design-Builder advances payment. Unless Owner advances payment to Design-Builder specifically to receive the discount, Design-Builder may include in its Application for Payment the full undiscounted cost of the item for which payment is sought.

6.2.4 The Application for Payment shall constitute Design-Builder's representation that the Work described herein has been performed consistent with the Contract Documents, has progressed to the point indicated in the Application for Payment, and that title to all Work will pass to Owner free and clear of all claims, liens, encumbrances, and security interests upon the incorporation of the Work into the Project, or upon Design-Builder's receipt of payment, whichever occurs earlier.

6.3 Withholding of Payments.

6.3.1 On or before the date established in the Agreement, Owner shall pay Design-Builder all amounts properly due. If Owner determines that Design-Builder is not entitled to all or part of an Application for Payment as a result of Design-Builder's failure to meet its obligations hereunder, it will notify Design-Builder in writing at least five (5) days prior to the date payment is due. The notice shall indicate the specific amounts Owner intends to withhold, the reasons and contractual basis for the withholding, and the specific measures Design-Builder must take to rectify Owner's concerns. Design-Builder and Owner will attempt to resolve Owner's concerns prior to the date payment is due. If the parties cannot resolve such concerns, Design-Builder may pursue its rights under the Contract Documents, including those under Article 10 hereof.

6.3.2 Notwithstanding anything to the contrary in the Contract Documents, Owner shall pay Design-Builder all undisputed amounts in an Application for Payment within the times required by the Agreement.

6.4 Right to Stop Work and Interest.

6.4.1 If Owner fails to pay timely Design-Builder any undisputed amount that becomes due, Design-Builder, in addition to all other remedies provided in the Contract Documents, may stop Work pursuant to Section 11.3 hereof, provided Design-Builder gives Owner five business days' written notice of its intent to stop work and an opportunity to cure the late payment. All payments due and unpaid shall bear interest at the rate set forth in the Agreement.

6.5 Design-Builder's Payment Obligations.

6.5.1 Design-Builder will pay Design Consultants and Subcontractors, in accordance with its contractual obligations to such parties, all the amounts Design-Builder has received from Owner on account of their work. Design-Builder will impose similar requirements on Design Consultants and Subcontractors to pay those parties with whom they have contracted. Design-Builder will indemnify and defend Owner against any claims for payment and mechanic's liens as set forth in Section 7.3 hereof.

6.6 Substantial Completion.

6.6.1 Design-Builder shall notify Owner when it believes the Work, or to the extent permitted in the Contract Documents, a portion of the Work, is Substantially Complete. Within five (5) days of Owner's receipt of Design-Builder's notice, Owner and Design-Builder will jointly inspect such Work to verify that it is Substantially Complete in accordance with the requirements of the Contract Documents. If such Work is Substantially Complete, Owner shall prepare and issue a Certificate of Substantial Completion that will set forth (i) the date of Substantial Completion of the Work or portion thereof, (ii) the remaining items of Work that have to be completed before final payment, (iii) provisions (to the extent not already provided in the Contract Documents) establishing Owner's and Design-Builder's responsibility for the Project's security, maintenance, utilities and insurance pending final payment, and (iv) an acknowledgment that warranties commence to run on the date of Substantial Completion, except as may otherwise be noted in the Certificate of Substantial Completion.

6.6.2 Not Used

6.6.3 Owner, at its option, may use a portion of the Work which has been determined to be Substantially Complete, provided, however, that (i) a Certificate of Substantial Completion has been issued for the portion of Work addressing the items set forth in Section 6.6.1 above, (ii) Design-Builder and Owner have obtained the consent of their sureties and insurers, and to the extent applicable, the appropriate government authorities having jurisdiction over the Project, and (iii) Owner and Design-Builder agree that Owner's use or occupancy will not interfere with Design-Builder's completion of the remaining Work.

6.7 Final Payment.

6.7.1 After receipt of a Final Application for Payment from Design-Builder, Owner shall make final payment by the time required in the Agreement, provided that Design-Builder has achieved Final Completion.

6.7.2 At the time of submission of its Final Application for Payment, Design-Builder shall provide the following information:

6.7.2.1 An affidavit that there are no claims, obligations or liens outstanding or unsatisfied for labor, services, material, equipment, taxes or other items performed, furnished or incurred for or in connection with the Work which will in any way affect Owner's interests;

6.7.2.2 A general release executed by Design-Builder waiving, upon receipt of final payment by Design-Builder, all claims, except those claims previously made in writing to Owner and remaining unsettled at the time of final payment;

6.7.2.3 Consent of Design-Builder's surety, if any, to final payment;

6.7.2.4 All operating manuals, warranties and other deliverables required by the Contract Documents; and

6.7.2.5 Certificates of insurance confirming that required coverages will remain in effect consistent with the requirements of the Contract Documents.

6.7.3 Upon making final payment, Owner waives all claims against Design-Builder except claims relating to (i) Design-Builder's failure to satisfy its payment obligations, if such failure affects Owner's interests, (ii) Design-Builder's failure to complete the Work consistent with the Contract Documents, including defects appearing after Substantial Completion and (iii) the terms of any special warranties required by the Contract Documents.

6.7.4 Deficiencies in the Work discovered after Substantial Completion, whether or not such deficiencies would have been included on the Punch List if discovered earlier, shall be deemed warranty Work. Such deficiencies shall be corrected by Design-Builder under Sections 2.9 and 2.10 herein, and shall not be a reason to withhold final payment from Design-Builder, provided, however, that Owner shall be entitled to withhold from the Final Payment the reasonable value of completion of such deficient work until such work is completed.

6.7.5 Owner shall release the Contract Retainage pursuant to RCW 60.28.011.

Article 7

Indemnification

7.1 Patent and Copyright Infringement.

7.1.1 Design-Builder shall defend any action or proceeding brought against Owner based on any claim that the Work, or any part thereof, or the operation or use of the Work or any part thereof, constitutes infringement of any United States patent or copyright, now or hereafter issued. Owner shall give prompt written notice to Design-Builder of any such action or proceeding and will reasonably provide authority, information and assistance in the defense of same. Design-Builder shall indemnify and hold harmless Owner from and against all damages and costs, including but not limited to attorneys' fees and expenses awarded against Owner or Design-Builder in any such action or proceeding. Design-Builder agrees to keep Owner informed of all developments in the defense of such actions.

7.1.2 If Owner is enjoined from the operation or use of the Work, or any part thereof, as the result of any patent or copyright suit, claim, or proceeding, Design-Builder shall at its sole expense take

reasonable steps to procure the right to operate or use the Work. If Design-Builder cannot so procure such right within a reasonable time, Design-Builder shall promptly, at Design-Builder's option and at Design-Builder's expense, (i) modify the Work so as to avoid infringement of any such patent or copyright or (ii) replace said Work with Work that does not infringe or violate any such patent or copyright.

7.1.3 Sections 7.1.1 and 7.1.2 above shall not be applicable to any suit, claim or proceeding based on infringement or violation of a patent or copyright (i) relating solely to a particular process or product of a particular manufacturer specified by Owner and not offered or recommended by Design-Builder to Owner or (ii) arising from modifications to the Work by Owner or its agents after acceptance of the Work. If the suit, claim or proceeding is based upon events set forth in the preceding sentence, Owner shall defend, indemnify and hold harmless Design-Builder to the same extent Design-Builder is obligated to defend, indemnify and hold harmless Owner in Section 7.1.1 above.

7.1.4 The obligations set forth in this Section 7.1 shall constitute the sole agreement between the parties relating to liability for infringement or violation of any patent or copyright.

7.2 Tax Claim Indemnification.

7.2.1 If, in accordance with Owner's direction, an exemption for all or part of the Work is claimed for taxes, Owner shall indemnify, defend and hold harmless Design-Builder from and against any liability, penalty, interest, fine, tax assessment, attorneys' fees or other expenses or costs incurred by Design-Builder as a result of any action taken by Design-Builder in accordance with Owner's directive. Owner shall furnish Design-Builder with any applicable tax exemption certificates necessary to obtain such exemption, upon which Design-Builder may rely.

7.3 Payment Claim Indemnification.

7.3.1 Provided that Owner is not in breach of its contractual obligation to make payments to Design-Builder for the Work, Design-Builder shall indemnify, defend and hold harmless Owner from any claims or mechanic's liens brought against Owner or against the Project as a result of the failure of Design-Builder, or those for whose acts it is responsible, to pay for any services, materials, labor, equipment, taxes or other items or obligations furnished or incurred for or in connection with the Work. Within three (3) days of receiving written notice from Owner that such a claim or mechanic's lien has been filed, Design-Builder shall commence to take the steps necessary to discharge said claim or lien, including, if necessary, the furnishing of a mechanic's lien bond. If Design-Builder fails to do so, Owner will have the right to discharge the claim or lien and hold Design-Builder liable for costs and expenses incurred, including attorneys' fees.

7.4 Design-Builder's General Indemnification.

7.4.1 Design-Builder, to the fullest extent permitted by law, shall indemnify, hold harmless and defend Owner, its Consultants, and their respective, its officers, directors, and employees (collectively "Indemnitees") from and against claims, losses, damages, liabilities, including attorneys' fees and expenses, for bodily injury, sickness or death, and property damage or destruction (other than to the Work itself) to the extent resulting from the negligent acts or omissions of Design-Builder, Design Consultants, Subcontractors, anyone employed directly or indirectly by any of them or anyone for whose acts any of them may be liable. Design-Builder's duty to indemnify shall not apply to liability for damages arising out of Design-Builder's services or out of bodily injury to persons or damage to property that are (a) caused by or resulting from the sole negligence of Indemnitee or (b) caused by or resulting from the concurrent negligence of (i) Indemnitee, its agents or employees and (ii) Design-Builder, its agents or employees, with such liability limited only to the extent of the negligence of Design-Builder, its agents or employees.

7.4.2 If an employee of Design-Builder, Design Consultants, Subcontractors, anyone employed directly or indirectly by any of them or anyone for whose acts any of them may be liable has a claim

against Owner, its officers, directors, employees, or agents, Design-Builder's indemnity obligation set forth in Section 7.4.1 above shall not be limited by any limitation on the amount of damages, compensation or benefits payable by or for Design-Builder, Design Consultants, Subcontractors, or other entity under any employee benefit acts, including workers' compensation or disability acts. Solely for the purposes of the indemnification obligations under this Agreement, Design Builder specifically and expressly waives any immunity that may be granted it under the worker's compensation laws under the Washington State Industrial Insurance Act, Title 51 RCW; provided that such waiver shall be expressly limited to Design-Builder's indemnity obligations herein and shall not be intended as a benefit to any third party. Further, the indemnification obligation under this Agreement shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable to or for any third party under workers compensation acts, disability benefits acts, or other employee benefits acts. This waiver was mutually negotiated.

7.4.3 THE PARTIES ACKNOWLEDGE THAT THE INDEMNIFICATION OBLIGATIONS IN THIS AGREEMENT AND THE WAIVER OF IMMUNITY UNDER RCW TITLE 51 WERE MUTUALLY NEGOTIATED.

OWNER'S INITIALS: (____)
DESIGN-BUILDER'S INITIALS: (____)

7.4.5 The Owner shall not be responsible or be held liable for any damage to person or property consequent upon the use, misuse or failure of any crane, hoist, rigging, blocking, scaffolding or other equipment used by the Design-Builder or any of its Subcontractors, even though the said crane, hoist, rigging, blocking, scaffolding, or other equipment be furnished or loaned to the Design-Builder by the Owner. The acceptance and/or use of any such crane, hoist, rigging, blocking, scaffolding or other equipment by the Design-Builder or its Subcontractors shall be construed to mean that the Design-Builder accepts all responsibility for any claims for damages whatsoever resulting from the use, misuse or failure of such apparatus whether such damages by its own employees or property or to the employees or property of other contractors, the Owner, or otherwise.

7.5 Lower Tier Contractors Indemnification Obligations

7.5.1 Design-Builder shall include in its contracts with all lower tier contractors, including but not limited to its Design Consultant, Subconsultants, and Subcontractors, the indemnification obligations set forth in this Agreement and the General Conditions and shall include Owner as an Indemnitee for all such indemnification provisions.

Article 8

Time

8.1 Obligation to Achieve the Contract Times.

8.1.1 Design-Builder agrees that it will commence performance of the Work and achieve the Contract Time(s) in accordance with Article 5 of the Agreement and any Amendment to the Agreement.

8.2 Delays to the Work.

8.2.1 If Design-Builder is delayed in the performance of the Work due to acts, omissions, conditions, events, or circumstances beyond its control and due to no fault of its own or those for whom Design-Builder is responsible, the Contract Time(s) for performance shall be reasonably

extended by Change Order. By way of example, events that will entitle Design-Builder to an extension of the Contract Time(s) include acts or omissions of Owner or anyone under Owner's control (including separate contractors), changes in the Work, Differing Site Conditions, Hazardous Conditions, and Force Majeure Events.

8.2.2 In addition to Design-Builder's right to a time extension for those events set forth in Section 8.2.1 above, Design-Builder shall also be entitled to an appropriate adjustment of the Contract Price provided, however, that the Contract Price shall not be adjusted for Force Majeure Events unless otherwise provided in the Agreement.

Article 9

Changes to the Contract Price and Time

9.1 Change Orders.

9.1.1 A Change Order is a written instrument issued after execution of the Agreement signed by Owner and Design-Builder, stating their agreement upon all of the following:

9.1.1.1 The scope of the change in the Work;

9.1.1.2 The amount of the adjustment to the Contract Price or any Commercial Term; and

9.1.1.3 The extent of the adjustment to the Contract Time(s) or any Commercial Term.

9.1.2 All changes in the Work authorized by applicable Change Order shall be performed under the applicable conditions of the Contract Documents. Owner and Design-Builder shall negotiate in good faith and as expeditiously as possible the appropriate adjustments for such changes.

9.1.3 If Owner requests a proposal for a change in the Work from Design-Builder and subsequently elects not to proceed with the change, a Change Order shall be issued to reimburse Design-Builder for reasonable costs incurred for estimating services, design services and services involved in the preparation of proposed revisions to the Contract Documents.

9.1.4 Owner may make changes in the Project, including but not limited to adding and/or removing Work from the Project. In such case, Design-Builder shall adjust the remaining Work to meet Owner's Project changes as reasonably possible within the applicable Commercial Term. At Owner's sole discretion, it may remove Work from the Project rather than increase the applicable Commercial Term to equitably adjust for claims by Design-Builder pursuant to Article 10 or Differing Site Conditions pursuant to Section 4.2.

9.2 Work Change Directives.

9.2.1 A Work Change Directive is a written order prepared and signed by Owner directing a change in the Work prior to agreement on an adjustment in the Contract Price and/or the Contract Time(s).

9.2.2 Owner and Design-Builder shall negotiate in good faith and as expeditiously as possible the appropriate adjustments for the Work Change Directive. Upon reaching an agreement, the parties shall prepare and execute an appropriate Change Order reflecting the terms of the agreement.

9.3 Minor Changes in the Work.

9.3.1 Minor changes in the Work do not involve an adjustment in the Contract Price and/or Contract Time(s) and do not materially and adversely affect the Work, including the design, quality, performance and workmanship required by the Contract Documents. Design-Builder may make minor changes in the Work consistent with the intent of the Contract Documents, provided, however, that Design-Builder shall promptly inform Owner, in writing, of any such changes and record such changes on the documents maintained by Design-Builder.

9.4 Contract Price Adjustments.

9.4.1 The increase or decrease in Contract Price resulting from a change in the Work shall be determined by one or more of the following methods:

9.4.1.1 Unit prices set forth in the Agreement or as subsequently agreed to between the parties;

9.4.1.2 A mutually accepted lump sum, properly itemized and supported by sufficient substantiating data to permit evaluation by Owner;

9.4.1.3 Costs, fees and any other markups set forth in the Agreement; or

9.4.1.4 If an increase or decrease cannot be agreed to as set forth in items 9.4.1.1 through 9.4.1.3 above and Owner issues a Work Change Directive, the cost of the change of the Work shall be determined by the reasonable expense and savings in the performance of the Work resulting from the change, including a reasonable overhead and profit, as may be set forth in the Agreement.

9.4.2 If unit prices are set forth in the Contract Documents or are subsequently agreed to by the parties, but application of such unit prices will cause substantial inequity to Owner or Design-Builder because of differences in the character or quantity of such unit items as originally contemplated, such unit prices shall be equitably adjusted.

9.4.3 Pricing Components For Changed Work

9.4.3.1 The total cost of any Change in Work or of any other increase or decrease in the Contract Sum, including a Claim, shall be limited to the following components.

9.4.3.2 Direct labor costs: These are the actual labor costs determined by the number of additional craft hours and the hourly costs necessary to perform the change in the Work.

9.4.3.3 Direct Material costs: This is an itemization, including material invoice, of the quantity and cost of additional materials reasonable and necessary to perform the change in the Work. No lump sum costs will be allowed except when approved in advance by the Owner.

9.4.3.4 Construction equipment usage costs: This is an itemization of the actual length of time that construction equipment appropriate for Work will be used solely on the change in the Work at the site times the applicable rental cost as established by the Cost of the Work.

9.4.3.5 Subcontractor costs: These are payments the Design-Builder makes to Subcontractors for changed Work performed by such Subcontractors. The Subcontractor's cost of changes Work shall be determined in the same manner as prescribed in this Section 9.4.3 and, among other things, shall not include consultant costs, attorney's fees, or claim preparation expenses.**9.4.4** If Owner and Design-Builder disagree upon whether Design-Builder is entitled to be paid for any services required by Owner, or if there are any other disagreements over the scope of Work or proposed changes to the Work, Owner and Design-Builder shall resolve the disagreement pursuant to Article 10 hereof. As part of the negotiation process, Design-Builder shall furnish Owner with a good faith estimate of the costs to perform the disputed services in accordance with Owner's interpretations. If the parties are unable to agree and Owner expects Design-Builder to perform the

services in accordance with Owner's interpretations, Design-Builder shall proceed to perform the disputed services, conditioned upon Owner issuing a written order to Design-Builder (i) directing Design-Builder to proceed and (ii) specifying Owner's interpretation of the services that are to be performed. If this occurs, Design-Builder shall be entitled to submit in its Applications for Payment an amount equal to fifty percent (50%) of its reasonable estimated direct cost to perform the services, and Owner agrees to pay such amounts, with the express understanding that (i) such payment by Owner does not prejudice Owner's right to argue that it has no responsibility to pay for such services and (ii) receipt of such payment by Design-Builder does not prejudice Design-Builder's right to seek full payment of the disputed services if Owner's order is deemed to be a change to the Work.

9.5 Emergencies.

9.5.1 In any emergency affecting the safety of persons and/or property, Design-Builder shall act, at its discretion, to prevent threatened damage, injury or loss. Any change in the Contract Price and/or Contract Time(s) on account of emergency work shall be determined as provided in this Article 9.

Article 10

Contract Adjustments and Disputes

10.1 Requests for Contract Adjustments and Relief.

10.1.1 If either Design-Builder or Owner believes that it is entitled to relief against the other for any event arising out of or related to the Work or Project, such party shall provide written notice to the other party of the basis for its claim for relief. Such notice shall, if possible, be made prior to incurring any cost or expense and in accordance with any specific notice requirements contained in applicable sections of these General Conditions of Contract. In the absence of any specific notice requirement, written notice shall be given within a reasonable time, not to exceed twenty-one (21) days, after the occurrence giving rise to the claim for relief or after the claiming party reasonably should have recognized the event or condition giving rise to the request, whichever is later. Such written notice shall be separate from the Design Log or Trend Log maintained by the Design-Builder, unless the parties specifically agree to allow the Trend Log to operate as such written notice of claims. The Design-Builder shall provide more complete information with respect to the claim within fourteen (14) days of the initial notice, the more complete information shall include sufficient information to advise the other party of the circumstances giving rise to the claim for relief, the specific contractual adjustment or relief requested and the basis of such request. The failure to provide timely written notice of any claim shall operate as a waiver of such claim, but only to the extent that the failure to provide timely written notice prejudices the position of the non-claiming party.

10.2 Dispute Avoidance and Resolution.

10.2.1 The parties are fully committed to working with each other throughout the Project and agree to communicate regularly with each other at all times so as to avoid or minimize disputes or disagreements. If disputes or disagreements do arise, Design-Builder and Owner each commit to resolving such disputes or disagreements in an amicable, professional and expeditious manner so as to avoid unnecessary losses, delays and disruptions to the Work.

10.2.2 Design-Builder and Owner will first attempt to resolve disputes or disagreements at the field level through discussions between Design-Builder's Representative and Owner's Representative which shall conclude within fourteen (14) days of the written notice provided for in Section 10.1.1 unless the Owner and Design-Builder mutually agree otherwise.

10.2.3 If a dispute or disagreement cannot be resolved through Design-Builder's Representative and Owner's Representative, Design-Builder's Senior Representative and Owner's Senior Representative, upon the request of either party, shall meet as soon as conveniently possible, but in no case later than thirty (30) days after such a request is made, to attempt to resolve such dispute or disagreement. Five (5) days prior to any meetings between the Senior Representatives, the parties will exchange relevant information that will assist the parties in resolving their dispute or disagreement.

10.2.4 If after meeting the Senior Representatives determine that the dispute or disagreement cannot be resolved on terms satisfactory to both parties, the parties shall submit within thirty (30) days of the conclusion of the meeting of Senior Representatives the dispute or disagreement to non-binding mediation. The mediation shall be conducted by a mutually agreeable impartial mediator, or if the parties cannot so agree, a mediator designated by the American Arbitration Association ("AAA") pursuant to its Construction Industry Mediation Rules. The mediation will be governed by and conducted pursuant to a mediation agreement negotiated by the parties or, if the parties cannot so agree, by procedures established by the mediator. Unless otherwise mutually agreed by the Owner and Design-Builder and consistent with the mediator's schedule, the mediation shall commence within ninety (90) days of the submission of the dispute to mediation. Good faith mediation is a condition precedent to proceeding with arbitration or other binding dispute resolution procedure. Representatives of the parties with authority to resolve the dispute shall be present at any mediation.

10.3 Arbitration.

10.3.1 Any claims, disputes or controversies between the parties arising out of or relating to the Agreement, or the breach thereof, which have not been resolved in accordance with the procedures set forth in Section 10.2 above, shall be decided by arbitration in accordance with the Construction Industry Arbitration Rules of the AAA then in effect, unless the parties mutually agree otherwise.

10.3.2 The award of the arbitrator(s) shall be final and binding upon the parties without the right of appeal to the courts. Judgment may be entered upon it in accordance with applicable law by any court having jurisdiction thereof.

10.3.3 Design-Builder and Owner expressly agree that any arbitration pursuant to this Section 10.3 may be joined or consolidated with any arbitration involving any other person or entity (i) necessary to resolve the claim, dispute or controversy, or (ii) substantially involved in or affected by such claim, dispute or controversy. Both Design-Builder and Owner will include appropriate provisions in all contracts they execute with other parties in connection with the Project to require such joinder or consolidation.

10.3.4 The prevailing party in any arbitration, or any other final, binding dispute proceeding upon which the parties may agree, shall be entitled to recover from the other party reasonable attorneys' fees and expenses incurred by the prevailing party.

10.4 Duty to Continue Performance.

10.4.1 Unless provided to the contrary in the Contract Documents, Design-Builder shall continue to perform the Work and Owner shall continue to satisfy its payment obligations to Design-Builder, pending the final resolution of any dispute or disagreement between Design-Builder and Owner.

10.5 CONSEQUENTIAL DAMAGES.

10.5.1 NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY (EXCEPT AS SET FORTH IN SECTION 10.5.2 BELOW), NEITHER DESIGN-BUILDER NOR OWNER SHALL BE LIABLE TO THE OTHER FOR ANY CONSEQUENTIAL LOSSES OR DAMAGES, WHETHER ARISING IN CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO LOSSES OF USE, PROFITS, BUSINESS,

REPUTATION OR FINANCING.

10.5.2 The consequential damages limitation set forth in Section 10.5.1 above is not intended to affect the payment of liquidated damages or lost early completion bonus, if any, set forth in Article 5 of the Agreement, which both parties recognize has been established, in part, to reimburse Owner or reward Design-Builder for some damages that might otherwise be deemed to be consequential.

10.5.3 The consequential damages limitation set forth in Section 10.5.1 above is not intended to affect the ability of any party to recover consequential damages that are covered by insurance.

Article 11

Stop Work and Termination for Cause

11.1 Owner's Right to Stop Work.

11.1.1 Owner may, without cause and for its convenience, order Design-Builder in writing to stop and suspend the Work. Such suspension shall not exceed sixty (60) consecutive days or aggregate more than ninety (90) days during the duration of the Project.

11.1.2 Design-Builder is entitled to seek an adjustment of the Contract Price and/or Contract Time(s) if its cost or time to perform the Work has been adversely impacted by any suspension of stoppage of the Work by Owner.

11.2 Owner's Right to Perform and Terminate for Cause.

11.2.1 If Design-Builder persistently fails to (i) provide a sufficient number of skilled workers, (ii) supply the materials required by the Contract Documents, (iii) comply with applicable Legal Requirements, (iv) timely pay, without cause, Design Consultants or Subcontractors, (v) prosecute the Work with promptness and diligence to ensure that the Work is completed by the Contract Time(s), as such times may be adjusted, or (vi) perform material obligations under the Contract Documents, then Owner, in addition to any other rights and remedies provided in the Contract Documents or by law, shall have the rights set forth in Sections 11.2.2 and 11.2.3 below.

11.2.2 Upon the occurrence of an event set forth in Section 11.2.1 above, Owner may provide written notice to Design-Builder that it intends to terminate the Agreement unless the problem cited is cured, or commenced to be cured, within seven (7) days of Design-Builder's receipt of such notice. If Design-Builder fails to cure, or reasonably commence to cure, such problem, then Owner may give a second written notice to Design-Builder of its intent to terminate within an additional seven (7) day period. If Design-Builder, within such second seven (7) day period, fails to cure, or reasonably commence to cure, such problem, then Owner may declare the Agreement terminated for default by providing written notice to Design-Builder of such declaration.

11.2.3 Upon declaring the Agreement terminated pursuant to Section 11.2.2 above, Owner may enter upon the premises and take possession, for the purpose of completing the Work, of all materials, equipment, scaffolds, tools, appliances and other items thereon, which have been purchased or provided for the performance of the Work, all of which Design-Builder hereby transfers, assigns and sets over to Owner for such purpose, and to employ any person or persons to complete the Work and provide all of the required labor, services, materials, equipment and other items. In the event of such termination, Design-Builder shall not be entitled to receive any further payments under the Contract Documents until the Work shall be finally completed in accordance with the Contract Documents. Design-Builder will only be entitled to be paid for Work performed prior to its default. If Owner's cost and expense of completing the Work exceeds the unpaid balance of any Commercial Term, then Design-Builder shall be obligated to pay the difference to Owner. Such costs and expense shall include not only the cost of completing the Work, but also losses, damages, costs and expense, including attorneys' fees and expenses, incurred by Owner in

connection with the reprourement and defense of claims arising from Design-Builder's default, subject to the waiver of consequential damages set forth in Section 10.5 hereof.

11.2.4 If Owner improperly terminates the Agreement for cause, the termination for cause will be converted to a termination for convenience in accordance with the provisions of Article 8 of the Agreement.

11.3 Design-Builder's Right to Stop Work.

11.3.1 Design-Builder may, in addition to any other rights afforded under the Contract Documents or at law, stop the Work for the following reasons:

11.3.1.1 Owner's failure to provide financial assurances as required under Section 3.3 hereof; or

11.3.1.2 Owner's failure to pay amounts properly due under Design-Builder's Application for Payment.

11.3.2 Should any of the events set forth in Section 11.3.1 above occur, Design-Builder has the right to provide Owner with written notice that Design-Builder will stop the Work unless said event is cured within seven (7) days from Owner's receipt of Design-Builder's notice. Design-Builder may not stop work unless it provides such written notice. If Owner does not cure the problem within such seven (7) day period, Design-Builder may stop the Work. In such case, Design-Builder shall be entitled to make a claim for adjustment to the Contract Price and Contract Time(s) to the extent it has been adversely impacted by such stoppage.

11.4 Design-Builder's Right to Terminate for Cause.

11.4.1 Design-Builder, in addition to any other rights and remedies provided in the Contract Documents or by law, may terminate the Agreement for cause for the following reasons:

11.4.1.1 The Work has been stopped for sixty (60) consecutive days, or more than ninety (90) days during the duration of the Project, because of court order, any government authority having jurisdiction over the Work, or orders by Owner under Section 11.1.1 hereof, provided that such stoppages are not due to the acts or omissions of Design-Builder or anyone for whose acts Design-Builder may be responsible.

11.4.1.2 Owner's failure to provide Design-Builder with any information, permits or approvals that are Owner's responsibility under the Contract Documents which result in the Work being stopped for sixty (60) consecutive days, or more than ninety (90) days during the duration of the Project, even though Owner has not ordered Design-Builder in writing to stop and suspend the Work pursuant to Section 11.1.1 hereof.

11.4.1.3 Owner's failure to cure the problems set forth in Section 11.3.1 above after Design-Builder has stopped the Work.

11.4.2 Upon the occurrence of an event set forth in Section 11.4.1 above, Design-Builder may provide written notice to Owner that it intends to terminate the Agreement unless the problem cited is cured, or commenced to be cured, within seven (7) days of Owner's receipt of such notice. If Owner fails to cure, or reasonably commence to cure, such problem, then Design-Builder may give a second written notice to Owner of its intent to terminate within an additional seven (7) day period. If Owner, within such second seven (7) day period, fails to cure, or reasonably commence to cure, such problem, then Design-Builder may declare the Agreement terminated for default by providing written notice to Owner of such declaration. In such case, Design-Builder shall be entitled to recover in the same manner as if Owner had terminated the Agreement for its convenience under Article 8 of the Agreement.

11.5 Bankruptcy of Owner or Design-Builder.

11.5.1 If either Owner or Design-Builder institutes or has instituted against it a case under the United States Bankruptcy Code (such party being referred to as the “Bankrupt Party”), such event may impair or frustrate the Bankrupt Party’s ability to perform its obligations under the Contract Documents. Accordingly, should such event occur:

11.5.1.1 The Bankrupt Party, its trustee or other successor, shall furnish, upon request of the non-Bankrupt Party, adequate assurance of the ability of the Bankrupt Party to perform all future material obligations under the Contract Documents, which assurances shall be provided within ten (10) days after receiving notice of the request; and

11.5.1.2 The Bankrupt Party shall file an appropriate action within the bankruptcy court to seek assumption or rejection of the Agreement within sixty (60) days of the institution of the bankruptcy filing and shall diligently prosecute such action.

If the Bankrupt Party fails to comply with its foregoing obligations, the non-Bankrupt Party shall be entitled to request the bankruptcy court to reject the Agreement, declare the Agreement terminated and pursue any other recourse available to the non-Bankrupt Party under this Article 11.

11.5.2 The rights and remedies under Section 11.5.1 above shall not be deemed to limit the ability of the non-Bankrupt Party to seek any other rights and remedies provided by the Contract Documents or by law, including its ability to seek relief from any automatic stays under the United States Bankruptcy Code or the right of Design-Builder to stop Work under any applicable provision of these General Conditions of Contract.

Article 12

Electronic Data

12.1 Electronic Data.

12.1.1 The parties recognize that Contract Documents, including drawings, specifications and three-dimensional modeling (such as Building Information Models) and other Work Product may be transmitted among Owner, Design-Builder and others in electronic media as an alternative to paper hard copies (collectively “Electronic Data”).

12.2 Transmission of Electronic Data.

12.2.1 Owner and Design-Builder shall agree upon the software and the format for the transmission of Electronic Data. Each party shall be responsible for securing the legal rights to access the agreed-upon format, including, if necessary, obtaining appropriately licensed copies of the applicable software or electronic program to display, interpret and/or generate the Electronic Data.

12.2.2 Neither party makes any representations or warranties to the other with respect to the functionality of the software or computer program associated with the electronic transmission of Work Product. Unless specifically set forth in the Agreement, ownership of the Electronic Data does not include ownership of the software or computer program with which it is associated, transmitted, generated or interpreted.

12.2.3 By transmitting Work Product in electronic form, the transmitting party does not transfer or assign its rights in the Work Product. The rights in the Electronic Data shall be as set forth in Article 4 of the Agreement. Under no circumstances shall the transfer of ownership of Electronic Data be deemed to be a sale by the transmitting party of tangible goods.

12.3 Electronic Data Protocol.

12.3.1 The parties acknowledge that Electronic Data may be altered or corrupted, intentionally or otherwise, due to occurrences beyond their reasonable control or knowledge, including but not limited to compatibility issues with user software, manipulation by the recipient, errors in transcription or transmission, machine error, environmental factors, and operator error. Consequently, the parties understand that there is some level of increased risk in the use of Electronic Data for the communication of design and construction information and, in consideration of this, agree, and shall require their independent contractors, Subcontractors and Design Consultants to agree, to the following protocols, terms and conditions set forth in this Section 12.3.

12.3.2 Electronic Data will be transmitted in the format agreed upon in Section 12.2.1 above, including file conventions and document properties, unless prior arrangements are made in advance in writing.

12.3.3 The Electronic Data represents the information at a particular point in time and is subject to change. Therefore, the parties shall agree upon protocols for notification by the author to the recipient of any changes which may thereafter be made to the Electronic Data, which protocol shall also address the duty, if any, to update such information, data or other information contained in the electronic media if such information changes prior to Final Completion of the Project.

12.3.4 The transmitting party specifically disclaims all warranties, expressed or implied, including, but not limited to, implied warranties of merchantability and fitness for a particular purpose, with respect to the media transmitting the Electronic Data. However, transmission of the Electronic Data via electronic means shall not invalidate or negate any duties pursuant to the applicable standard of care with respect to the creation of the Electronic Data, unless such data is materially changed or altered after it is transmitted to the receiving party, and the transmitting party did not participate in such change or alteration.

Article 13

Miscellaneous

13.1 Confidential Information.

13.1.1 Confidential Information is defined as information which is determined by the transmitting party to be of a confidential or proprietary nature and: (i) the transmitting party identifies as either confidential or proprietary; (ii) the transmitting party takes steps to maintain the confidential or proprietary nature of the information; and (iii) the document is not otherwise available in or considered to be in the public domain. The receiving party agrees to maintain the confidentiality of the Confidential Information and agrees to use the Confidential Information solely in connection with the Project.

13.2 Assignment.

13.2.1 Neither Design-Builder nor Owner shall, without the written consent of the other assign, transfer or sublet any portion or part of the Work or the obligations required by the Contract Documents.

13.3 Successorship.

13.3.1 Design-Builder and Owner intend that the provisions of the Contract Documents are binding upon the parties, their employees, agents, heirs, successors and assigns.

13.4 Governing Law.

13.4.1 The Agreement and all Contract Documents shall be governed by the laws of the place of the Project, without giving effect to its conflict of law principles.

13.5 Severability.

13.5.1 If any provision or any part of a provision of the Contract Documents shall be finally determined to be superseded, invalid, illegal, or otherwise unenforceable pursuant to any applicable Legal Requirements, such determination shall not impair or otherwise affect the validity, legality, or enforceability of the remaining provision or parts of the provision of the Contract Documents, which shall remain in full force and effect as if the unenforceable provision or part were deleted.

13.6 No Waiver.

13.6.1 The failure of either Design-Builder or Owner to insist, in any one or more instances, on the performance of any of the obligations required by the other under the Contract Documents shall not be construed as a waiver or relinquishment of such obligation or right with respect to future performance.

13.7 Headings.

13.7.1 The headings used in these General Conditions of Contract, or any other Contract Document, are for ease of reference only and shall not in any way be construed to limit or alter the meaning of any provision.

13.8 Notice.

13.8.1 Whenever the Contract Documents require that notice be provided to the other party, notice will be deemed to have been validly given (i) if delivered in person to the individual intended to receive such notice, (ii) four (4) days after being sent by registered or certified mail, postage prepaid to the address indicated in the Agreement, or (iii) if transmitted by facsimile, by the time stated in a machine generated confirmation that notice was received at the facsimile number of the intended recipient.

13.9 Amendments.

13.9.1 The Contract Documents may not be changed, altered, or amended in any way except in writing signed by a duly authorized representative of each party.



Exhibit A– DBIA 530 Insurance Exhibit Design-Builder’s Insurance Requirements

1.0 Insurance Types and Limits

1.1 Design-Builder shall purchase and maintain insurance of the types, with limits of liability, containing such endorsements and subject to such terms and conditions, as follows as well as Article 5 of the General Conditions of Contract:

Type of Insurance	Minimum Limits Required <i>Per Claim/Occurrence</i>	Minimum Limits Required <i>Aggregate Policy Limits</i>	Maximum Deductible
1. Worker’s Compensation	Statutory Limits	Statutory Limits	
2. Employer’s Liability (Bodily Injury by Accident)	\$1,000,000	\$2,000,000	\$50,000
a. By Disease	\$1,000,000	\$2,000,000	\$50,000
b. Each Accident	\$1,000,000	\$2,000,000	\$50,000
c. Each Employee	\$1,000,000	\$2,000,000	\$50,000
3. Commercial General Liability	\$1,000,000	\$2,000,000	\$50,000
a. Bodily Injury/Property Damage per occurrence limit	\$1,000,000	\$2,000,000	\$50,000
b. Bodily Injury/Property Damage occurrence limit	\$1,000,000	\$2,000,000	\$50,000
c. Products/Completed Operation occurrence Limit	\$1,000,000	\$2,000,000	\$50,000
d. Personal and Advertising Injury occurrence Limit.	\$1,000,000	\$2,000,000	\$50,000
e. Medical Expense Limit (any one person)	\$10,000	\$	\$
4. Contractor’s Protective Liability (if applicable) (Can be included in General Liability)	\$1,000,000	\$1,000,000	\$50,000
5. Commercial Automobile Liability	\$1,000,000	\$1,000,000	\$50,000
6. Professional Errors and Omissions pursuant to Section 1.3 below (per claim/aggregate)	\$1,000,000	\$2,000,000	\$25,000
7. Contractor’s Pollution Liability including coverage for microbial matter (if applicable)	\$1,000,000	\$2,000,000	\$25,000
8. Umbrella Excess Liability Insurance	\$10,000,000	\$10,000,000	\$
9. Other Coverages Required on a Project Specific Basis (e.g. Aircraft Liability)	\$	\$	\$

1.2 The insurance required by this Section 1 shall be written for not less than limits of liability specified in the table above or required by law, whichever coverage is greater. Coverages, shall be written on an occurrence basis, shall be maintained without interruption from date of commencement of the Work until date of Final Payment and thereafter as required below.

1.3

- ☒ The requirement for professional liability coverage on this Project shall be the standard form practice policy provided by the Design-Builder and the Design Consultant. Design-BUILDER shall provide Owner with prior written notice of any cancellation or non-renewal of the Design-BUILDER's or Design Consultant's practice policy and shall include in the Design Consultant Agreement a provision requiring the Design Consultant to give the Design-BUILDER 15 Days written notice of any cancellation or non-renewal. The Design Consultant's practice policy must: (a) permit reporting of circumstances that could give rise to a claim; and (b) provide coverage for post-expiration claims resulting from such circumstances.

1.4 Any coverage required to be maintained after Final Payment shall be identified below.

Term of insurance coverage: Design-BUILDER shall maintain the following insurance coverage during the Work and for six years after Final Acceptance, including insurance coverage during the performance of any corrective Work.

1. General Liability Insurance: Commercial General Liability (CGL) on an Occurrence Form. Coverage shall include, but not be limited to:

- a. Premises/operations liability;
- b. Completed operations/products liability;
- c. Explosion, collapse, and underground property damage;
- d. Employer's liability/Stop Gap coverage;
- e. Independent Contractor's Liability; and
- f. Personal/Advertising Injury.

2. Automobile Liability Insurance

3. Professional Liability Coverage

1.5 Owner shall obtain Course of Construction (commonly referred to "Builder's Risk") insurance in an amount equal to the full insurable value of the Work inclusive of earthquake and flood, subject to deductibles, not to exceed \$10,000 as determined by Owner. Design-BUILDER shall be responsible to pay the insurance deductible. Notwithstanding the above, Design-BUILDER shall guard against the perils of fire and physical loss or damage from theft, vandalism, malicious mischief, collapse, false work, including loss or damage to temporary buildings, equipment, materials or other items placed at the Project site, Design-BUILDER prior to commencing construction activities shall provide Owner with a Security Plan for review and approval in Owner's reasonable discretion.

2.0 Endorsements and Certificates

2.1 Commercial General Liability Insurance shall be written on an occurrence basis, utilizing standard ISO unmodified coverage form or equivalent. Endorsements excluding, restricting, or limiting coverage may be acceptable under certain circumstances provided the same are agreed upon by Owner and Design-BUILDER. For example, Nuclear Energy Exclusions and those Exclusionary Endorsements relating to Pollutants, Asbestos, Lead, etc. may be acceptable depending on project parameters and the grant of

coverage that is provided for such exposures under the Professional Liability and Contractors Pollution Liability policies.

2.2 General Liability, Automobile Liability, Employers Liability and Umbrella Excess Liability policies shall each include the following endorsements:

- .1 Unintentional Errors and Omissions Endorsement
- .2 Notice of Occurrence Endorsement
- .3 Knowledge of Occurrence Endorsement

2.3 Commercial Automobile Liability coverage shall be provided by standard ISO Commercial Automobile or Truckers Policy covering all Owned, Non-Owned and Hired Vehicles with an MCS 90 endorsement and a CA 9948 endorsement attached if "pollutants" are to be transported.

2.4 Umbrella/Excess Liability must schedule Commercial General Liability, Automobile/Truckers Liability, Contractor's Protective Liability, Professional Liability and Employers Liability as underlying policies. The Umbrella/Excess Liability policies shall be written in accordance with the scheduled underlying policies and must be as broad as the underlying policies. The limits for any of the underlying policies may be met with an Umbrella/Excess policy, provided that the total amount of coverage remains the same.

2.5 Contractors Pollution Liability shall either be written on an occurrence or claims-made basis. If coverage in whole or in part is written on a claims-made basis, the policy must: (a) permit reporting of circumstances that could give rise to a claim; and (b) provide coverage for post-expiration claims resulting from such circumstances.

2.5.1 The policy is to provide coverage for off-site Transportation by all applicable modes of conveyance. When required, coverage is also to be provided for claims involving materials removed from the site and brought to off-site Disposal, Treatment and Storage facilities.

2.5.2 Any restriction, limitation, or exclusion related to Naturally Occurring Substances must be modified so as not to apply to the release of such Naturally Occurring Substances as a result of the performance of Operations.

2.6 If any insurance policy is written on a claims made basis, its retroactive date, and that of all subsequent renewals, shall be no later than the effective date of the Contract. The policy shall state that coverage is claims made, and state the retroactive date. Claims made form coverage shall be maintained by the Design-Builder and/or any Subconsultants or Subcontractors for a minimum of 36 months following the Final Completion or earlier termination of this Contract, and the Design-Builder shall annually provide the Owner with proof of renewal. If renewal of the claims made form of coverage becomes unavailable or economically prohibitive, the Design-Builder shall purchase an extended reporting period or execute another form of guarantee acceptable to the Owner to assure financial responsibility for liability for services performed.

2.7 The insurance policies shall contain a "cross liability" vision.

3.0 Additional Insureds

3.1 Owner and its consultants and elected officials, officers, directors and employees shall be included as an additional insured on builder's risk, general liability, umbrella and automobile liability policies of insurance of the Design-Builder and its Subcontractors and Design Consultants at any tier (as applicable). If required, as set forth above, Owner shall also be included as an additional insured on the Design-Builder's Contractor's Pollution Liability policy of insurance. Any coverage granted to an additional insured shall be primary and that coverage independently carried by an additional insured shall not contribute. Design-Builder shall furnish to Owner a copy of all Certificates of Insurance showing the Owner as additional insured as set forth above. Design-Builder shall require Subcontractors and Design Consultants of any tier to furnish such certificates, and upon request of the same will furnish them to the Owner. Owner shall not be an additional insured on any other of Design-Builder's policies except for those which are specifically listed below:

3.2 Additional Insured coverage provided under the Commercial General Liability Umbrella/Excess and, if applicable, Design-Builder's Contractor's Pollution Liability policies, shall cover both the premises/operations and completed operations hazards.

4.0 Terms and Effective Dates

4.1 See section 2.1, above

4.2 If the Contractor's Pollution Policy is made on a claims-made basis, the policy date or Retroactive Date shall predate the Agreement. The termination date of the policy or applicable extended reporting period shall be no earlier than the termination date of coverages required to be maintained after final payment is made.

4.3 Professional Liability coverage shall be retroactive to the date that professional services first commenced.

4.4 If the Professional Liability coverage is provided on a Project specific basis it shall include an extended reporting period of 3 years beyond the date for Substantial Completion of the Project unless otherwise specified.



Insurance Exhibit

Owner's Insurance Requirements

(The Parties should consult their insurance advisors prior to completing this Exhibit)

1.1 Insurance Types and Limits.

1.1.1 Owner shall purchase and maintain insurance of the types, with limits of liability, containing such endorsements and subject to such terms and conditions as follows, as well as Article 5 of DBIA Document No. 535, *Standard Form of General Conditions of Contract Between Owner and Design-Builder* (2010 Edition):

(Specify each type of insurance as applicable, minimum ratings of the carriers, applicable limits and deductible amounts, required endorsements, and other terms and conditions, as applicable. Note: waivers of subrogation should be carefully considered with insurance advisor)

Type of Insurance [Insert Rating of Carrier]	Minimum Limits Required Per Claim/Occurrence	Minimum Limits Required Aggregate Policy Limits	Maximum Deductible
1. Worker's Compensation	Statutory Limits	Statutory Limits	
2. Employer's Liability (Bodily Injury by Accident)	\$	\$	\$
a. By Disease	\$	\$	\$
b. Each Accident	\$	\$	\$
c. Each Employee	\$	\$	\$
3. Commercial General Liability	\$	\$	\$
a. Bodily Injury/Property Damage per occurrence limit	\$	n/a	\$
b. Bodily Injury/Property Damage aggregate limit	n/a	\$	\$
c. Products/Completed Operation aggregate limit	n/a	\$	\$
d. Personal and Advertising Injury aggregate limit	n/a	\$	\$
e. Medical Expense limit (any one person)	\$	\$	\$
4. Commercial Automobile Liability	\$	\$	\$
5. Umbrella Excess Liability Insurance	\$	\$	\$

Type of Insurance [Insert Rating of Carrier]	Minimum Limits Required <i>Per Claim/Occurrence</i>	Minimum Limits Required <i>Aggregate Policy Limits</i>	Maximum Deductible
6. Builders risk insurance provided pursuant to DBIA Document No. 535 <i>Standard Form of General Conditions of Contract Between Owner and Design-Builder</i> (2010 Edition)	\$	\$	\$
7. Other Coverages Required on a Project Specific Basis (e.g. Site Pollution)	\$	\$	\$

1.1.2 The insurance required by this Section 1.1.1 shall be written for not less than limits of liability specified in the table above or required by law, whichever coverage is greater. Coverages, whether written on an occurrence or claims-made basis, shall be maintained without interruption from date of commencement of the Work until date of Final Payment.

1.1.3 Any coverage required to be maintained after Final Payment shall be identified below.
(List here any coverages required to be maintained after Final Payment is made)

Commercial General Liability

1.1.4 In the event the Owner is providing any design or other professional service (either in-house or through a separate person or entity contracted by Owner), the Owner shall provide to Design-Builder evidence of professional liability coverage for that scope of work.

2.1 Coverage Parameters and Endorsements.

2.1.1 Commercial General Liability Insurance shall be written on an occurrence basis, utilizing standard ISO unmodified coverage form (December 2004 Edition) or equivalent. Endorsements excluding, restricting, or limiting coverage may be acceptable under certain circumstances provided the same are agreed upon by Owner and Design-Builder.

2.1.2 General Liability, Automobile Liability, Worker's Compensation/Employers Liability and Umbrella Excess Liability policies shall each include the following endorsements:

2.1.2.1 Unintentional Errors and Omissions Endorsement

2.1.2.2 Notice of Occurrence Endorsement

2.1.2.3 Knowledge of Occurrence Endorsement

2.1.3 Commercial Automobile Liability coverage shall be provided by standard ISO Commercial Automobile or Truckers Policy covering all Owned, Non-Owned and Hired Vehicles.

2.1.4 Umbrella/Excess Liability must schedule Commercial General Liability, Automobile/Truckers Liability and Employers Liability as underlying policies. The Umbrella/Excess Liability policies shall be written in accordance with the scheduled underlying policies and must be as broad as underlying policies.

3.1 Additional Insureds.

3.1.1 Design-Builder and Design-Builder's officers, directors and employees and Subcontractors and Design Consultants of any tier shall be included as an additional insured on general liability, umbrella liability and automobile liability policies of insurance of the Owner. Any coverage granted to an additional insured shall be primary and that coverage independently carried by an additional insured shall not contribute. Owner shall furnish to Design-Builder a copy of all Certificates of Insurance showing the parties named as an additional insured as set forth above. Design-Builder shall not be an additional insured on any other of Owner's policies except for those which are specifically listed below: (List here any other policies for which the Design-Builder will be an additional insured, as well as other entities who are to be named as an additional insured on any of the specified policies.)

3.1.2 Additional Insured coverage provided under the Commercial General Liability and Umbrella/Excess policies shall cover both the premises/operations and completed operations hazards.

4.1 Claims-Made Policies

4.1.1 All claims-made policies must: (a) permit reporting of circumstances that could give rise to a claim; and (b) provide coverage for post-expiration claims resulting from such circumstances.

Exhibit B
CITY OF RICHLAND
FORM OF PERFORMANCE AND PAYMENT
BOND FOR
DESIGN-BUILD PROJECTS

DESIGN-BUILDER/PRINCIPAL: <i>(Name and address)</i> Leone & Keeble, Inc. 108 W. Boone Ave Spokane, WA 99201	SURETY: <i>(Name and contact information)</i>
OWNER/OBLIGEE: City of Richland, WA 505 Swift Blvd Richland, WA 99352	PROJECT: City of Richland New City Hall Project
DESIGN-BUILD AGREEMENT: Dated:	BOND DATE: <i>(Not earlier than date of Design-Build Agreement)</i> BOND AMOUNT: \$13,500,000

MODIFICATIONS TO THIS BOND:
(List modifications to this Bond below. If none, write "None")

BOND TERMS AND CONDITIONS

1 Binding Effect. The Design-Builder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner for the performance of the Design-Build Agreement, which is incorporated herein by reference. The Design-Builder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to pay for labor, services, materials and equipment furnished by Claimants for use in the performance of the Design-Build Agreement, which is incorporated herein by reference.

2 Intent of Bond. If the Design-Builder performs its obligations under the Design-Build Agreement promptly makes payment of all sums for all labor, services, materials, and equipment furnished for use in the performance of the Design-Build Agreement, then the Surety's obligations under this Bond are null and void, except to participate in meetings as provided in this Performance and Payment Bond. Otherwise the Surety's obligations shall remain in full force and effect.

3 Waiver of Notice. The Surety hereby waives notice of changes to the Design-Build Agreement, including changes within the general scope, or of time or price, or to related subcontracts or purchase orders.

4 PERFORMANCE BOND

4.1 Owner's Obligations. If there is no default in Owner's obligations under the Design-Build Agreement, then the Surety's obligation under this Bond shall arise after the following steps have been taken by Owner, as a condition precedent to a Bond claim:

4.1.1 The Owner has first provided written notice to the Design-Builder and Surety at the addresses listed on page 1 of this Bond, that Owner is considering declaring the Design-Builder in default and has requested and attempted to arrange a meeting with the Design-Builder and Surety, to be held not later than fourteen (14) days after receipt of Owner's notice, to discuss methods of performing the Design-Builder's obligations under the Design-Build Agreement. If the Owner, Design-Builder and Surety agree, the Design-Builder shall be allowed a reasonable time to perform its obligations under the Design-Build Agreement, but such an agreement shall not waive the Owner's right, if any, subsequently to declare the Design-Builder in default;

4.1.2 The Owner declares the Design-Builder to be in default, terminates the Design-Build Agreement and notifies the Surety in writing; and

4.1.3 The Owner has agreed to pay the balance remaining under the Design-Build Agreement (i.e., the total amount payable by the Owner to the Design-Builder thereunder less amounts properly paid by the Owner to the Design-Builder, the "Contract Balance") to:

- .1** The Surety, in accordance with the terms of the Design-Build Agreement;
or
- .2** Another design-builder selected pursuant to Section 4.1.3 to perform the remaining obligations under the Design-Build Agreement.

4.2 Surety's Obligations. When Owner has satisfied the conditions of Section 4.1, the Surety shall promptly take one of the following actions, at the Surety's expense:

4.2.1 Arrange for the Design-Builder to perform and complete the remaining obligations under the Design-Build Agreement, with consent of Owner;

4.2.2 Undertake to perform and complete the remaining obligations under the Design-Build Agreement itself, through its agents or through independent contractors;

4.2.3 Obtain bids or negotiated proposals from qualified design-builders acceptable to Owner for a contract for performance and completion of the Design-Build Agreement,

arrange for a contract to be prepared for execution by Owner and a design-builder selected with Owner's concurrence, to be secured by performance and payment bonds equivalent to those for the Design-Build Agreement, issued by a qualified surety. The Surety shall: a. make available as Work progresses sufficient funds to pay the cost of completion of the Design-Build Agreement; and, b. pay to Owner the amount of damages as described in Section 4.4;

4.2.4 Waive its right to complete the Work under Sections 4.2.2 or 4.2.3, and reimburse the Owner the amount of its reasonable costs to complete the Work; or

4.2.5 Deny liability, in whole or in part, and notify the Owner in writing, citing reasons therefor.

4.3 Owner's Rights. If the Surety does not proceed as provided in Section 4.2 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven (7) days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond and stating that the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Section 4.2.4, and the Owner refuses the payment, or the Surety has denied liability, in whole or in part, under Section 4.2.5, the Owner shall be entitled without further notice to enforce any remedy available to it.

4.4 Damages Covered Under the Performance Bond. In any event, the Surety's obligations to the Owner, and the Owner's obligations to the Surety, shall not be greater than those of the Owner and Design-Builder to each other, respectively, under the Design-Build Agreement. Subject to commitment by Owner to Payment of the Contract Balance, the Surety is obligated without duplication for:

4.4.1 The responsibilities of Design-Builder for correction of defective Work and completion of the Project;

4.4.2 Additional legal, design professional and delay costs resulting from Design-Builder's default, and resulting from the actions or failure to act of Surety under Section 4.2; and

4.4.3 Liquidated damages, or if no liquidated damages are specified in the Design-Build Agreement, actual damages caused by delayed performance or non-performance of Design-Builder.

4.5 Performance Bond Liability. If the Surety elects to act under Sections 4.2.1, 4.2.3 or 4.2.4, the Surety's total liability shall not exceed the Bond Amount.

4.5.1 The Surety shall not be liable to the Owner or others for obligations of the Design-Builder that are unrelated to the Design-Build Agreement, and the Contract Balance shall not be reduced or set off on account of any such unrelated obligations.

5. PAYMENT BOND

5.1 Notice of Claim. Every Claimant who has not been paid in full before the expiration of a period of ninety (90) days after such Claimant provided or performed the last of the work, services or labor, or furnished the last of the materials or equipment for which said claim is made, may have a right of action on this Bond.

5.1.1 Claimants shall provide written notice to the Surety and send a copy, or notice thereof, to Owner and Design-Builder, stating that a claim is being made under this Bond and, with substantial accuracy, the amount of the claim, and the last date such work, services or labor were performed, or the last materials or equipment were furnished in furtherance of the Design-Build Agreement.

5.1.2 If Claimant does not have a direct contract with Design-Builder, the notice shall identify the person or entity with whom Claimant contracted and who has not made payment to Claimant.

5.2 Surety's Obligations. When a Claimant has satisfied the conditions of Section 5.1, the Surety shall promptly take the following actions at the Surety's expense:

5.2.1 Send an answer to that Claimant, with a copy to the Owner and Design-Builder, within sixty (60) days after receipt of the claim, stating the amounts that are undisputed and the basis for challenging any disputed portions or amounts.

5.2.2 Pay or arrange for payment of any undisputed amounts.

5.3 Bond Liability. The Surety's total obligation shall not exceed the Bond Amount, plus the amount of reasonable attorney's fees provided for herein.

5.3.1 If the Surety fails to discharge its obligations under Sections 5.2.1 or 5.2.2, the Surety shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs thereafter to successfully recover any sums found to be due and owing to the Claimant. If Claimant does not recover the entire amount claimed in its notice under Section 3, then such attorney's fees shall be reduced in proportion to the amount actually recovered.

5.3.2 The Surety shall not be liable to the Owner, Claimants or others for obligations of the Design-Builder that are unrelated to the Design-Build Agreement, and the Contract Balance shall not be reduced or set off on account of any such unrelated obligations.

6 Beneficiaries. No right of action shall accrue on this Bond to any person or entity other than Owner or its heirs, executors, administrators, or successors, unless some other party is named in this Bond as a dual obligee.

7 Dispute Resolution. All disputes related to this Bond shall be instituted in any court of competent jurisdiction in the location in which the Project is located and shall be commenced within two (2) years after: a. the Owner declares the Design-Builder in default under Section 4.1.2 or there is a Notice of Claim under Section 5.2; or, b. Substantial Completion of the Project, whichever occurs first. If the provisions of this Section are prohibited by law, the minimum period of limitation available to sureties in the jurisdiction in which the Project is located shall be applicable.

7.1 In the event of bankruptcy of the Design-Builder, the Surety agrees that the Design-Builder is not a necessary or indispensable party to any legal action by Owner against Surety to enforce the Surety's obligations under this Bond.

8 Notice. Unless otherwise noted below, written notice under this Bond to Surety, Owner or Design-Builder shall be mailed or delivered electronically or by hard mail to the contact information shown on page 1.

(List any alternate contact information below for notice to the Surety of any claim on this Bond. If none, then use the contact information on page 1)

For Claims on this Bond:

(check appropriate box)

☐ Use the contact information shown on page 1; or

☐ Use the following alternate contact information:

(fill in Surety claims administrator contact information below)

9 Statutory Compliance. If this Bond has been furnished to comply with a statutory requirement in the location where the Project is located, then any provision herein that conflicts with a statutory requirement shall be deemed deleted and replaced by provisions conforming to such statutory requirement. The intent is that this Bond shall be construed as a statutory bond conforming to the applicable statutes.

10 Warranty Obligation. The Surety's obligations to the Owner for warranties of the Design-Builder shall be the same as those required of the Design-Builder under the Design-Build Agreement, subject to the time limitation in Section 7. Unless otherwise stated below, the Surety's obligation for such warranties excludes: a) products, materials or equipment covered by a manufacturer's separate warranty; and b) claims by the Owner first noticed to Surety in writing more than one year after the effective date of such warranty as specified under the Design-Build Agreement.

(List below any exceptions to the above limitations on Surety's warranty obligation, if any)

11 Authorization. The Surety represents that it is admitted to act as an authorized corporate surety in the state in which the Project is located. Surety and Design-Builder, intending to be legally bound hereby, subject to the terms set out above, do each cause this Performance Bond to be duly executed on its behalf by its authorized officer, agent, or representative.

DESIGN-BUILDER (AS PRINCIPAL) Company: Leone & Keeble, Inc. 108 W. Boone Ave Spokane, WA 99201	SURETY Company:
Signature:	Signature:
Name and Title:	Name and Title:
	Corporate Seal
	(Attach Power of Attorney)

(Space is provided below for signatures of additional parties, if required.)

Attest:

Signature and Title

Exhibit C

CITY OF RICHLAND

VALIDATION PERIOD

SCOPE OF WORK FOR

DESIGN-BUILD PROJECTS

A. Owner's Program

The Owner's Program is described in the Request for Proposals for the Project set forth in Attachment 1 to this Exhibit C in addition to the June 5, 2015 predesign document "City of Richland City Hall Predesign and Master Plan" by Architects West included herein by reference.

Pursuant to Section 2.11.1 of the General Conditions, during the Validation Period, Design-Builder will perform the following tasks:

1. Verify the information provided in Attachment 1 as well as any other information provided by the Owner relating to the Project as further described in this Exhibit C including but not limited to the June 5 "City of Richland City Hall Predesign and Master Plan" by Architects West, record of survey documents, ground penetrating radar results, and utility information;
2. Determine whether the Project can be performed for a Target Budget within the Guaranteed Maximum Price set forth in Section 6.1.1.1 of the Agreement;
3. Provide the Validation Amendment Proposal set forth in Section 6.6.1.4 of the Agreement, which includes the following deliverables:
 - a. A Target Budget which shall not exceed the GMP set forth in Section 6.1.1 of the Agreement, unless the Owner agrees in writing. The Target Budget shall be the sum of:
 - i. Design-Builder's Fixed Fee as calculated pursuant to Section 6.2.3 of the Agreement;
 - ii. The estimated Cost of the Work as defined in Section 6.3 of the Agreement, inclusive of any Design-Builder's Contingency as defined in Section 6.4.4 hereof;
 - iii. Design-Builder's Fixed General Conditions Costs pursuant to Section 6.4.5 of the Agreement; and
 - iv. If applicable, any NTE or Lump Sum established by the Parties.
 - b. The Initial Basis of Design Documents, which shall include the following pursuant to Section 2.11.1.6 of the General Conditions:
 - i. Schematic drawings;
 - ii. Concept floor plan and elevations;

- iii. Equipment cut sheets for major systems
- iv. Site plan;
- v. Design and construction phasing plan;
- vi. Subcontractor procurement plan; and
- vii. Stakeholder engagement plan;

- c. A list of the assumptions and clarifications made by Design-Builder in the preparation of the Validation Amendment Proposal, which list is intended to supplement the information contained in the drawings and specifications and is specifically included as part of the Initial Basis of Design Documents;
- d. The Target Scheduled Substantial Completion Date and Milestone Dates upon which the proposed Target Budget are based and a schedule upon which the Target Scheduled Substantial Completion Date and Milestones Dates are based;
- e. The GMP Development NTE
- f. If applicable, a list of Allowance Items, Allowance Values, and a statement of their basis;
- g. If applicable, a list of NTEs and the information required pursuant to Section 6.4.2 above;
- h. If applicable, a list of Lump Sums and the information required pursuant to Section 6.4.3 above;
- i. If applicable, a schedule of unit prices;
- j. The time limit for acceptance of the Validation Amendment Proposal.

B. Validation Period Services

The Design-Builder shall perform those services necessary to provide the deliverables set forth above. At a minimum, such services include the following:

- 1.0 Examine Site Conditions** *Design-Builder* will examine and investigate the existing site conditions and notify the owner of any differing conditions or inconsistencies from the information provided in the predesign documents.
- 1.1 Geotechnical Evaluation** *Design-Builder* will subcontract with a geotechnical engineering firm to provide a site subsurface investigation and evaluation for the planned building and paved parking areas.
- 1.2 Basis of Design Documents** *Design-Builder* will develop collaboratively with the owner the Initial Basis of Design Documents to include the following:
 - a. Schematic drawings;
 - b. Concept floor plan and elevations;
 - c. Equipment cut sheets for major systems;

- d. Site plan;
- e. Design and construction phasing plan;
- f. Subcontractor procurement plan; and
- g. Stakeholder engagement plan

1.2.1 Programming The following steps define the process that will be used to develop the project program:

- a. Meet with owner to discuss the predesign document and known changes.
- b. Facilitate (2) 1-day client workshops to confirm and obtain data to finalize program.
- c. Create room data sheets and distribute for review.
- d. Refine and finalize program spreadsheets, floor level analysis and adjacency diagrams
- e. Develop scope of work for furniture package.
- f. Coordinate verified program with pre-design program to identify any scope modifications that may impact the pre-established budget

1.2.2 Schematic Design The following steps will be taken to develop the Schematic Design:

- a. Create BIM model templates and link program data
- b. Facilitate (3) 1-day client workshops to review schematic layout options
- c. Develop schematic level building floor plans, sections and elevations
- d. Establish character of building exterior and major interior spaces
- e. Conduct initial code analysis
- f. Review and coordinate significant systems with M/P consultant, identifying energy conservation measures. Assemble cut sheets and narrative.
- g. Review and coordinate significant systems with Electrical consultant, identifying power service and distribution, lighting approach, communications approach, security and alarm approach. Assemble cut sheets and narrative.
- h. Develop narrative approach to structural system, identifying major components and bid packages.
- i. Develop site design approach, identifying basic site layout, utilities, approach to storm water design, and landscaping elements.
- j. Develop basis of design narrative specification for significant building finishes and elements.
- k. Develop basis of design narrative specification for interiors and furnishings.
- l. Meet with authorities having jurisdiction to review building and planning requirements. Develop initial schedule of deliverables.
- m. Develop facility safety/security criteria and approach for sensitive site and building areas.
- n. Participate in scope/budget reconciliation.
- o. Participate in development/refinement of design and construction delivery schedule.

1. INTRODUCTION

The City is seeking to work collaboratively with the selected Design-Builder to achieve the most cost effective, creative, operationally efficient and programmatically-balanced project possible. The goal is to construct the New City Hall Building and surrounding improvements with the best value to the City within, or below, the stated GMP budget and maximize the unique character and location of the site.

The Project scope includes demolition of the existing City Hall and Administration buildings; converting these building sites into viable pad sites for future economic development, providing utility infrastructure for a future fire station and GSA parking lot improvements.

2. FUNDING/AUTHORITY

This procurement is being conducted pursuant to RCW 39.10.330 after approval from the Capital Projects Advisory Review Board Project Review Committee, obtained on April 28, 2016. The New City Hall will be financed by issuing approximately \$16M in general obligation revenue bonds in addition to approximately \$2M cash. Debt will be serviced with new revenue as of 1-1-16 to the City's General Fund through an occupation tax to the Electric Utility in addition to General Fund revenue available 12-1-16 when debt is retired at the City Shops facility. The COR anticipates completing the bond sale in the spring of 2017. COR has other funds available to fund the design efforts for the project.

3. PROPERTY ACQUISITION

The City of Richland is in the process of purchasing the northern portion of the GSA parking lot (west of the existing City Hall) for the New City Hall project. The COR anticipates completion of the property purchase in September 2016.

4. NEW CITY HALL BUILDING

COR intends to design and construct the New City Hall project and related work for no more than \$13.5M. The Owner has developed a City Hall Predesign & Master Plan (see Exhibit D) to confirm that the project is viable. The Design-Builder is to use the City Hall Predesign & Master Plan as the "base line" or starting point, for its validation of the program and subsequent design and construction of the project. The COR expects the selected DB to work collaboratively with the COR Project Team and its internal clients to refine the programming and design for the project.

The proposed project consists of a new approximately 44,000 SF Richland City Hall and Council Chambers that will consolidate over ten city departments currently spread out across three separate buildings. The design intent is to provide office, file, meeting and storage space accommodating approximately 96 employees with a future growth capability to at least 110, and a new City Council chambers. The planned consolidation will group city services with the most public interaction in one location for streamlined access. The proposed scope also includes site improvements for parking for both public and city owned vehicles. The proposed site is located at the intersection of Jadwin Ave and Swift Blvd, and is currently built out as a parking lot.

Important building considerations include, but are not limited to:

- Providing a Class A quality office building with a 50 year life span.
- The building should enhance worker satisfaction and productivity, have flexible and technologically-advanced working environments that are safe, healthy, comfortable, durable,

aesthetically-pleasing, and accessible.

- The building must be able to accommodate the specific space and equipment needs of the tenant. Special attention should be made to the selection of interior finishes and FFE installations.
- The building must be flexible and be able to economically accommodate renovation and alteration.
- The building must have a distributed, robust, and flexible IT infrastructure, which will allow technological access throughout the building.
- The building should be evaluated using life-cycle economic and material evaluation models achieving a building that is efficient to operate, requires low maintenance and is durable.
- Security requirements for individual tenants (including parking security concerns) should be identified, and appropriate reasonable design responses incorporated into the building design.

5. SITE DEVELOPMENT

The City is looking for a holistic, thematic approach to New City Hall site development and proposed improvements to the GSA parking lot. As part of the GSA purchase agreement, the COR will provide new access to Jadwin Avenue from the GSA parking lot which will require the removal of existing concrete pedestrian walkways, and reconfigure and upgrade the GSA parking lot to current City of Richland standards.

Early in the project the COR will pave an existing gravel parking lot just south of Mansfield Street and due west of the US Courthouse and Federal Building. This work may be included in the DB's scope of work. Additionally the COR would like to upgrade the parking lots north, east and south of the City of Richland Development Service Building to current COR parking standards if possible within the GMP.

After Completion of the New City Hall Building the Scope of Work Includes abatement, demolition and removal of the existing City Hall Building and existing Administration Building and preparing these sites for future economic development (pad sites). Finally the Project will include providing utility infrastructure for a future fire station to be located south of the existing City Hall Building.

6. MAINTAIN PARKING AND BUILDING ACCESS

It is critical to maintain adjacent property owner's parking lots with minimal disruption and direct, unhindered, access to all adjacent buildings during the course of the construction of the New City Hall building and associated work. The Design-Builder is responsible to work with the COR and neighboring properties to phase and manage site improvements to maintain parking and building access.

7. EXISTING INFORMATION

The COR anticipates having a topographical survey of the GSA site completed soon after the property has been acquired. See Exhibit E for plot plan of block due west of existing City Hall site and overall site plan.

The COR has a good faith survey for both the existing City Hall building and the existing administration building. These will be made available to the Design-Builder.

8. GEOTECHNICAL DATA

The COR has limited geotechnical data for the properties involved in this project. The Design-Builder will be required to provide geotechnical exploration and geotechnical recommendations for the New City Hall Building site. The geotechnical recommendations shall be prepared by a geotechnical engineer licensed as a professional engineer in the State of Washington.

9. SUSTAINABILITY

In addition to other requirements, provide design and construction that minimizes adverse effects on the exterior environment, enhances the quality of the indoor environment and minimizes consumption of energy, water, construction materials, and other resources. The COR will not be pursuing certification with the U.S. Green Buildings Council LEED Green Building Rating System.



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 09/20/2016

Agenda Category: Resolutions – Adoption

Key Element: Key I - Financial Stability & Operational Effectiveness

Subject:

Resolution No. 192-16, Authorizing Submittal of a Drinking Water State Revolving Fund Construction Loan Application for the Lorayne J Water System Consolidation Project

Department:
Public Works

Ordinance/Resolution Number:
192-16

Document Type:
Resolution

Recommended Motion:

Adopt Resolution No. 192-16, authorizing the submittal of a 2016 Drinking Water State Revolving Fund construction loan application for the Lorayne J Water System Consolidation project.

Summary:

The Kennewick Irrigation District (KID) owns and operates a small water system called the Lorayne J Water System. This system is located in south Richland outside of the City limits between Reata Road and Leslie Road. The system's water is supplied from several groundwater wells that are contaminated with high nitrates, above the levels allowed by the Washington State and federal drinking water standards. Richland is currently providing water to the system through an emergency intertie.

The State Department of Health and the KID are promoting consolidation of the Lorayne J water system with the City's system as a solution to the contaminated water. A consolidation study is underway, funded by the Department of Health.

Preliminary results from the consolidation study shows that the existing Lorayne J water system is not up to the City standards. Due to concerns about the water usage for irrigation, City staff recommends construction of a new City-operated water distribution system and conversion of the existing system to irrigation supply.

City staff are approaching the potential consolidation based on guidance from the City Council, given at its January 26, 2016 workshop. If consolidation is completed it must not require City financing and must include annexation.

The Drinking Water State Revolving Fund (DWSRF) has a very attractive interest rate and the possibility of 50% forgiveness of the loan principle. The Department of Health will require that a loan be administered by the City as the ultimate owner of the improvements. Future agreements will be required between the KID and Lorayne J residents to assume responsibility for loan payments and any other required funding. Negotiations toward these agreements will likely begin in the fourth quarter of this year.

Staff is requesting permission to apply for the loan to allow consideration of it as the City, KID, Department of Health, and Lorayne J residents continue to evaluate consolidation.

Fiscal Impact:

Applying for the loan carries no cost other than a modest staff effort to prepare the application.

Attachments:

- I. Resolution No. 192-16

RESOLUTION NO. 192-16

A RESOLUTION of the City of Richland authorizing the application for a 2016 Drinking Water State Revolving Fund (DWSRF) Construction Loan for the Lorayne J Water System Consolidation Project.

WHEREAS, the Lorayne J Water System is owned and operated by the Kennewick Irrigation District (KID); and

WHEREAS, the Lorayne J Water System is supplied by several groundwater wells; and

WHEREAS, all of the available wells are contaminated with nitrates at levels above those allowed by Washington State and federal drinking water standards; and

WHEREAS, the City is currently providing water to the Lorayne J Water System through an existing emergency intertie located on Lorayne J Boulevard since June 2015; and

WHEREAS, the KID and Washington State Department of Health are seeking a permanent and sustainable solution to the contaminated water supply issue; and

WHEREAS, City staff does not support long term supply to the existing system through the emergency intertie due to the high seasonal demand for landscape irrigation; and

WHEREAS, the Department of Health and KID are promoting consolidation of the Lorayne J Water System with the City's water system as a solution to the contaminated water supply issue; and

WHEREAS, the Department of Health has issued a Consolidation Study Grant to the City to investigate possible consolidation of the Lorayne J water system with the City's water system; and

WHEREAS, the Consolidation Study shows that the existing Lorayne J water system is not up to current City of Richland water system specifications or condition; and

WHEREAS, the Lorayne J Water System does not have the facilities to separately provide landscape irrigation water and indoor potable water. To address the City staff's concern about landscape irrigation demand, the Lorayne J subdivision will need a piping system to distribute landscape irrigation water from the existing wells; and

WHEREAS, the Lorayne J water system will not be able to consolidate with the City's water system until system improvements are made to get it to current City standards and to be able to deliver landscape irrigation water to each lot from a separate system; and

WHEREAS, one of the requirements for consolidation is that consolidation would be at no cost to the City or current rate payers for the consolidation to take place. To achieve this, funding agreements will be needed that may include the Department of Health, KID, and Lorayne J residents; and

WHEREAS, the Drinking Water State Revolving Fund (DWSRF) has a very attractive interest rate and the possibility of 50% forgiveness of the loan; and

WHEREAS, the City has the means to administer a DWSRF loan and the consolidation construction project; and

WHEREAS, the Department of Health requires that the City administer the loan agreement as the intended owner of the water system improvements; and

WHEREAS, the consolidation project, if completed, will provide a lasting clean water source to 118 residential parcels within the current Lorayne J Water system; and

WHEREAS, completion of the consolidation of the water system would be for the common public good; and

WHEREAS, staff believes this is the best opportunity to partially fund this project and proceed with the potential consolidation.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Richland, that staff is authorized to complete and submit 2016 Drinking Water State Revolving Fund (DWSRF) Construction Loan application for the Lorayne J Water System Consolidation Project.

BE IT FURTHER RESOLVED that this resolution shall take effect immediately.

ADOPTED by the City Council of the City of Richland at a regular meeting on the 20th day of September 2016.

ROBERT J. THOMPSON
Mayor

ATTEST:

APPROVED AS TO FORM:

MARCIA HOPKINS
City Clerk

HEATHER KINTZLEY
City Attorney



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 09/20/2016

Agenda Category: Resolutions – Adoption

Key Element: Key 2 - Infrastructure & Facilities

Subject:

Resolution No. 194-16, Authorizing Extension of Agreement with Federal Emergency Management Agency for Duportail Bridge Water Line

Department:
Public Works

Ordinance/Resolution Number:
194-16

Document Type:
Resolution

Recommended Motion:

Adopt Resolution No. 194-16, authorizing the City Manager to execute a grant agreement extension with the Washington State Military Department, on FEMA's behalf, to replace the existing water pipeline in the Yakima River.

Summary:

An agreement was executed on February 24, 2014 with the Washington State Military Department, the state agency administering FEMA's Pre-Disaster Mitigation program, for grant funds to replace the existing 36-inch water pipeline that crosses the Yakima River. The replacement pipeline will be placed on the Duportail Bridge.

The grant agreement is for a 3-year time period beginning October 1, 2013 and ending September 30, 2016.

Due to the timing of the Duportail Bridge project, the cannot be completed by that time. The grant agreement has a provision to request a time extension and staff has made that formal request.

FEMA is still evaluating the time extension request. In the meantime, the Washington State Military Department is preparing a grant agreement extension to meet the September 30, 2016 end date that will be pending FEMA's extension request approval. This is being done to minimize any delays should FEMA not issue the extension until after September 30, 2016.

Staff recommends approval of this resolution.

Fiscal Impact:

Extending the grant agreement will keep the FEMA funding in the Duportail Bridge project with no financial impact. Should FEMA not approve the extension, \$1,967,788.50 of the FEMA grant funds will no longer be available for use.

Attachments:

1. Resolution No. 194-16
2. FEMA Agreement

RESOLUTION NO. 194-16

A RESOLUTION of the City of Richland authorizing execution of an extension of a grant agreement with the Washington State Military Department on behalf of the Federal Emergency Management Agency (FEMA) for replacement of the existing water pipeline across the Yakima River onto the Duportail Bridge.

WHEREAS, an agreement was executed with the Washington State Military Department, the state agency administering FEMA's Pre-Disaster Mitigation program, on February 24, 2014 as authorized by Council at the January 21, 2014 regular council meeting; and

WHEREAS, the agreement provides FEMA grant funds to replace the existing 36-inch water pipeline that crosses under the Yakima River that provides the majority of the drinking water served to the area of Richland south of the Yakima River; and

WHEREAS, the replacement water pipeline will be located on the new Duportail Bridge; and

WHEREAS, the grant agreement is for a 3-year period beginning October 1, 2013 and ending September 30, 2016; and

WHEREAS, the agreement has provisions for requesting time extensions, if necessary; and

WHEREAS, staff has initiated a time extension request in accordance with the provisions of the grant to align with the design and construction schedule of the Duportail Bridge project; and

WHEREAS, the time extension request is currently under review by FEMA; and

WHEREAS, the Washington State Military Department is preparing a grant agreement extension to meet the September 30, 2016 end date that will be pending FEMA's extension request approval.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Richland that the City Manager is authorized to execute a grant agreement extension with the Washington State Military Department to replace the existing water pipeline in the Yakima River.

BE IT FURTHER RESOLVED that this resolution shall take effect immediately.

ADOPTED by the City Council of the City of Richland at a regular meeting on the 20th day of September, 2016.

ROBERT J. THOMPSON
Mayor

ATTEST:

APPROVED AS TO FORM:

MARCIA HOPKINS
City Clerk

HEATHER KINTZLEY
City Attorney

Washington State Military Department AMENDMENT

1. SUB-GRANTEE NAME/ADDRESS: City of Richland 840 Northgate Drive PO Box 190 MS-26 Richland, WA 99352-3550		2. GRANT AGREEMENT NUMBER: E14-180	3. AMENDMENT NUMBER: A
4. SUB-GRANTEE CONTACT, PHONE/EMAIL: Jeff Peters, (509) 942-7504 jpeters@ci.richland.wa.us		5. DEPARTMENT CONTACT, PHONE/EMAIL: Brynne Walker, (253) 512-7467 brynne.walker@mil.wa.gov	
6. TIN or SSN: 91-6015119	7. CATALOG OF FEDERAL DOMESTIC ASST. (CFDA) #: 97.047 (PDM)	8. FUNDING SOURCE NAME/AGREEMENT #: EMS-2013-GR-0001	
9. FUNDING AUTHORITY: Washington State Military Department (Department) and Federal Emergency Management Agency (FEMA)			
10. DESCRIPTION/JUSTIFICATION OF AMENDMENT: Project Title: Yakima River Water Line Crossing This amendment provides a no cost time extension for this project. This will allow enough time for the City of Richland to construct and install two 24-inch water lines under the Duportail Bridge across the Yakima River.			
11. AMENDMENT TERMS AND CONDITIONS: 1. Change the Grant Agreement expiration date from September 30, 2016 to September 30, 2017. 2. The overall Grant Agreement amount of \$2,657,735.00 F, L; up to \$1,993,301.25 F, \$664,433.75 L remains unchanged. 3. Replace revised Project Development Schedule, Attachment #5 with Revised Project Development Schedule, Attachment #2, attached. 4. No work can be done on this project after September 30, 2016 until FEMA approves the extension request. Once an extension is approved by FEMA, work can continue on this project until September 30, 2017 or the date specified by FEMA. The county will be notified by either email or letter when FEMA has made its decision.			
This Amendment is incorporated in and made a part of the Grant Agreement. Except as amended herein, all other terms and conditions of the Grant Agreement remain in full force and effect. Any reference in the original Grant Agreement or an Amendment to the "Grant Agreement" shall mean "Grant Agreement as amended". The Department and Sub-Grantee acknowledge and accept the terms of this Amendment as identified above, effective on the final date of execution below. By signing this Amendment, the signatories warrant they have the authority to execute this Amendment.			
IN WITNESS WHEREOF, the parties have executed this Amendment:			
FOR THE DEPARTMENT:		FOR THE SUB-GRANTEE:	
Signature _____ Date _____ Richard A. Woodruff, Contracts Officer Washington State Military Department		Signature _____ Date _____ Cynthia D. Johnson City Manager	
BOILERPLATE APPROVED AS TO FORM: Brian E. Buchholz (signature on file) 6/13/2012 Assistant Attorney General		APPROVED AS TO FORM (if applicable): Applicant's Legal Review _____ Date _____	

Form Date: 10/27/00

PROJECT DEVELOPMENT SCHEDULE

Sub-Grantee: City of Richland
 PROJECT TITLE: Yakima River Water Line Crossing

<i>DESCRIPTION OF ACTIVITY/TASK</i>	<i>SCHEDULED COMPLETION DATE</i>
Final Design, Surveying, Geotechnical Reviews/Reports	December 2016
Purchase Right-of way and /or Permanent Easements	February 2017
Construction	March 2017
Commissioning of Water Line, Documentation Closeout	September 30, 2017
Total Time Required to Complete This Project: 36 months	
Quarterly Reports Due on Project Progress, Final Project Report and all documentation, site visits and inspections.	October 15, 2016 January 15, 2017 April 15, 2017 July 15, 2017

* These completion dates are based upon the proposed grant end date of 9/30/2017. The City of Richland will require additional time to complete these activities and will coordinate with WA EMD and FEMA Region X to assess this schedule.



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 09/20/2016

Agenda Category: Expenditures - Approval

Key Element: Key I - Financial Stability & Operational Effectiveness

Subject:

Expenditures from August 29, 2016 - September 9, 2016 for \$4,059,731.20 including Check Nos. 237441-237779, Wire Nos. 6241-6250, Payroll Check Nos. 110117-110652, and Payroll Wire/ACH Nos. 9588-9609

Department:

Administrative Services

Ordinance/Resolution Number:

Document Type:

Expenditures

Recommended Motion:

Approve the expenditures from August 29, 2016, to September 9, 2016 in the amount of \$4,059,731.20.

Summary:

Breakdown of Expenditures:

Check Nos.	237441-237779	1,186,222.81
Wire Nos.	6241-6250	565,212.24
Payroll Check Nos.	110117-110652	24,838.71
Payroll Wires/ACH	9588-9609	2,283,457.44
TOTAL		\$4,059,731.20

Fiscal Impact:

Yes

Total Disbursements: \$4,059,731.20.

Attachments:

1. Wire Transfers
2. Voucher Listing Report

VOUCHER LISTING REPORT
SUMMARY OF WIRE TRANSFERS
AUGUST 29, 2016 - SEPTEMBER 9, 2016

Payee	Wire Description	Amount
Claim Wires - Wire No. 6241 to 6250		
AW Rehn Insurance	Fire Health Reimbursement Account	20,812.50
Conover	Section 125	3,004.35
Payment Processing, Inc.	Landfill Merchant Service Fees	956.42
Richland Golf Management Corporation	Col. Pt. Operating Reimb	122,561.89
Zenith Administrators/Matrix	Insurance Claims	417,877.08
	Total Claim Wire Transfers	\$ 565,212.24
Payroll Wires & Direct Deposits (ACH) - Wire No. 9588 to 9609		
Payroll Wires *see description below	Total Payroll Wire Transfers & Deposits	\$ 2,283,457.44
	Total Claim & Payroll Wires/ACH	<u>\$ 2,848,669.68</u>

*Payroll Wires - transactions represent; employee payroll, payment of benefits, payroll taxes and other related payroll benefits.



City Of Richland

VL-1 Voucher Listing

From: 8/29/2016 To: 9/9/2016

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
FUND 001 GENERAL FUND					
Division: 000 UNASSIGNED					
DUBOIS, WAYNE K		16-284 DUBOIS	237675	16-284 NTOA CONFERENCE	\$177.00
RECWARE REFUND		082916	237596	REFUND DAMAGE DEPOSIT	\$200.00
			237620	REFUND DAMAGE DEPOSIT	\$200.00
STEWART TITLE OF THE TRI-CITIES		28167363	237616	MISAPPLIED CHK 2 UB FRM TITLE	\$100.00
WASHINGTON STATE TREASURER		082216	237485	STATE SHARE OF CPL	\$672.00
				UNASSIGNED TOTAL ****	\$1,349.00
Division: 001 CITY COUNCIL					
THOMPSON, ROBERT		16-280 THOMPSON	237618	16-280 ECA PEER EXCHANGE	\$1,100.51
				CITY COUNCIL TOTAL ****	\$1,100.51
Division: 100 CITY MANAGER					
PITNEY BOWES PURCHASE POWER		0716/14823173	237610	POSTAGE 07/01/16 TO 07/31/16	\$26.97
REENTS, CYNTHIA		16-345	237745	16-345 WCCMA CONFERENCE	\$172.62
				CITY MANAGER TOTAL ****	\$199.59
Division: 101 CITY CLERK					
CODE PUBLISHING INC		54018	237469	RMC ELECTRONIC UPDATES 8/16	\$139.77
PITNEY BOWES PURCHASE POWER		0716/14823173	237610	POSTAGE 07/01/16 TO 07/31/16	\$20.88
				CITY CLERK TOTAL ****	\$160.65
Division: 102 CITY ATTORNEY					
AMY J STEPHSON ATTORNEY AT LAW		083016	237629	HUMAN RESOURCES INVESTIGATION	\$7,402.03
HARRISON, PAUL		16-358 HARRISON	237595	16-358 WCIA RISK MANAGERS F	\$54.00
OGDEN MURPHY WALLACE, PLLC		000005.080024	237736	MOBILITIE CONSORTIUM BUY-IN	\$5,000.00
PITNEY BOWES PURCHASE POWER		0716/14823173	237610	POSTAGE 07/01/16 TO 07/31/16	\$7.63
				CITY ATTORNEY TOTAL ****	\$12,463.66
Division: 111 COMMUNICATIONS & MARKETING					
PITNEY BOWES PURCHASE POWER		0716/14823173	237610	POSTAGE 07/01/16 TO 07/31/16	\$6.45
TRI CITIES AREA JOURNAL OF BUSINESS		16930	237547	GLENN MILLER AD-SENIOR TIMES	\$250.00
VMI INC	P056859	237350	237556	ANCHOR LIBERTY DELUXE AIR PA S	\$3,669.59
	P056859			OTHER CHARGES	\$211.40
				COMMUNICATIONS & MARKETING TOTAL ****	\$4,137.44
Division: 113 HANFORD COMMUNITIES					
PITNEY BOWES PURCHASE POWER		0716/14823173	237610	POSTAGE 07/01/16 TO 07/31/16	\$7.12
				HANFORD COMMUNITIES TOTAL ****	\$7.12
Division: 120 FIRE					
CALLBACK STAFFING SOLUTIONS LLC		003894	237646	STAFFING CALLBACK SRVCS-JULY	\$119.07
		004050		STAFFING CALLBACK SRVCS-AUG	\$121.14
EMERICK, MIKE		082416	237681	REIMBURSE FUEL ON ST MOB FI	\$109.71



City Of Richland

VL-1 Voucher Listing

From: 8/29/2016 To: 9/9/2016

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
FEDERAL EXPRESS CORP		5-504-14948	237489	FIRE PLANS RETURN POSTAGE	\$5.69
FIANDER & ASSOCIATES LLC DBA		160712-10	237688	STAIRMASTER REPAIR-FIRE DEPT	\$204.63
		160712-11		STAIRMASTER RIVETS-FIRE DEPT	\$75.91
		160719-8		WEIGHT BNCH UPHOLSTERY	\$92.31
		160728-1		STAIRMASTER REPAIR-FIRE DEPT	\$309.91
FRONTIER		08/16 2061880334	237692	VHF PHONE LINE 08/19-09/18/16	\$422.86
		08/16 2530045365		SILVER CLOUD PHONE LINE	\$66.64
GRUBENHOFF, ROBERT		062116	237594	50% UNIFORM REIBURSEMENT	\$291.67
HARRINGTON'S TROPHIES		75759	237697	NAME PLATES-BOWE	\$69.07
PEMBERTON, DAVID		16-360 PEMBERTON	237608	16-360 FF RECRUIT TRAIN ACA	\$180.36
RICHLAND ACE HARDWARE		52620	237747	MOUSE BAIT-ADMIN OFFICE	\$8.68
SPRINT		891160522-150	237755	RFD CELL PHONES 07/18-08/17/16	\$109.66
STEEBER'S LOCK SERVICE		206695	237756	CANOPY KEYS-FIRE DEPT	\$15.74
FIRE TOTAL ****					\$2,203.05
Division:	130	POLICE			
911 SUPPLY LLC	P056814	42454	237441	643860556L 5.11 WM STRYKE PANT	\$81.44
	P056814			59340019L 5.11 GLOVE TAC A2 BL	\$32.57
	P056814			7432675035 5.11 PDU MEN CLASS	\$119.44
	P056814			SHIPPING	\$13.03
	P056814	42632		SHIPPING	\$10.86
	P056814			9062 HERO'S MOURNING BAND 10 P	\$48.87
	P056846	42764	237623	EMBROIDERY RICHLAND LOGO	\$14.66
	P056846			5.11 WM STRYKE PANT KHAKI SIZE	\$81.44
	P056846			5.11 WM STRYKE PANT KHAKI SIZE	\$81.44
	P056846			5.11 WM STRYKE PANT KHAKI SIZE	\$81.44
	P056846			SHIPPING	\$13.03
	P056846			5.11 PDU MEN CLASS B CARGO PAN	\$95.03
	P056846			ADJUST FOR TAX	(\$0.01)
	P056846			BLAUER 8131-1 S/S SHIRT W/O PC	\$41.54
BENTON COUNTY SHERIFF'S OFFICE		01/16-MEDICAL	237454	MEDICAL SUPPLIES/SRVCS-JAN	\$900.22
		07/16-CUSTODY		CUSTODY COSTS-JULY 2016	\$58,075.82
CASCADE NATURAL GAS CORP		08/16-75997100005	237649	NAT GAS 871 GW WAY 07/20-8/189	\$201.76
CHARTER COMMUNICATIONS		09/16-0309703POL	237653	RPD INTERNET SRVCS 08/29-9/28	\$78.94
CITY OF RICHLAND		16-284 DUBOIS	237655	16-284 NTOA CONFERENCE	\$177.00
DAY MANAGEMENT CORPORATION DBA		414177	237669	DEPOT REPAIR	\$532.14
DUBOIS, WAYNE K		16-284 DUBOIS	237675	16-284 NTOA CONFERENCE	\$150.00
DYNO NOBEL INC		93561693	237677	PRIMACORD 10/NONEL/LEADLINE	\$2,710.30
FRONTIER	S017086	09/16 2061882614	237692	TELEPHONE CHARGE 8/19/16 - 9/1	\$65.48
GALLS, LLC	P056422	BC0275595	237694	SHIPPING	\$18.58
	P056422			BL157 10260-01 10/12 SHOOTERS	\$966.54
	P056422			BL094 OD CTM 00 ALPHA 1 COMPLE	\$2,767.13



City Of Richland

VL-1 Voucher Listing

From: 8/29/2016 To: 9/9/2016

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
GALLS, LLC	P056422	BC0277507	237694	SH477 MDNV 165 34 LAPD WOOL LS	\$302.83
	P056422			TR618 NAV 38 OB MENS POLY/WOOL	\$293.06
	P056422			ZM409 MDNV 165 70R9586 MENS SS	\$270.25
	P056422			GL402 BLK XL TAC A2 GENERAL	\$30.40
	P056422			SHIPPING	\$29.24
	P056422			SERVICE STRIPES LAPD SILVER GR	\$22.81
	P056422			BUTTON REMOVAL LA103WP	\$14.30
	P056422			BUTTON REMOVAL LA103WP	\$14.30
	P056422			RICHLAND POLICE SHIELD	\$3.26
	P056422			RICHLAND POLICE SHIELD	\$3.26
	P056422			UE252 GLD SM HAT BUTTONS PIN	\$1.93
	P056422			ADJUST FOR TAX	(\$0.04)
	P056422			RICHLAND POLICE SHIELD	\$3.26
	P056422			EXPANSION STRAPS HW512GLD	\$10.85
	P056422			RICHLAND POLICE SHIELD	\$3.26
	P056812	BC0302492		JERSEY KNIT SHORTS W/POCKET ST	\$52.06
	P056812			GRAVITY GRIPP 1LB EXERCISE BAL	\$9.72
	P056812			TACLITE TDU PANT 5.11 TR643 DK	\$146.58
	P056812			SHORT SLEEVE WORK SHIRT "RICHM	\$61.74
	P056812			SEW MILITARY CREASES LA132 WP	\$40.73
	P056812			TAC A2 GLOVES 5.11 GL402 BLK L	\$32.57
	P056812			SHORT SLEEVE POKCETLESS T-SHIR	\$29.26
	P056812			SWEATPANT 50/50 ST882 NAV MD	\$17.35
	P056812			NAME HEATPRESS ON FRONT OF SHI	\$16.29
	P056812			NAME HEATPRESS ON BACK OF SHIR	\$16.29
	P056812			CREWNECK SWEATSHIRT ST175 NAV	\$13.01
	P056812			TRAFFIC TEMPLATE LE819	\$10.59
	P056812			NAME HEATPRESS ON FRONT OF	\$5.43
	P056812			NAME HEATPRESS ON BACK OF	\$5.43
	P056812			SEW ON SHOULDER PATCHES LEFT A	\$3.26
	P056812			SEW ON SHOULDER PATCHES RIGHT	\$3.26
	P056513	BC0305234	237493	SEW EMBLEM EACH SLEEVE	\$1.09
	P056513			TU939 DKNV 36OB TROUSER WOOL S	\$258.36
	P056513			SH084 DKNV XL REG ELBECO SHORT	\$43.39
	P056513			SH086 DKNV 175-35 ELBECO UNDER	\$48.82
	P056513			SHIPPING	\$14.55
	P056513			SEW EMBLEM EACH SLEEVE	\$2.17
	P056513			SEW EMBLEM EACH SLEEVE	\$2.17
	P056513			SEW EMBLEM EACH SLEEVE	\$1.09
	P056513			ADJUST FOR TAX	(\$0.02)
	P056513			ZM409 MDNV 185 LAWPRO LAPD WOO	\$180.17



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From: 8/29/2016 To: 9/9/2016

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
GALLS, LLC	P056513	BC0305234	237493	SEW EMBLEM EACH SLEEVE	\$1.09
	P056513			SEW EMBLEM EACH SLEEVE	\$1.09
	P056841	BC0313113	237694	EX6378 RICHLAND PD SHIELD ON L	\$6.52
	P056841			FL061 BLK 5.11 TPT R7 14 FLASH	\$173.75
	P056841			ESTIMATED SHIPPING	\$15.46
	P056841			SH084 DKNV XL REG TEXTROP	\$260.31
	P056841			EX6378 RICHLAND PD SHIELD ON R	\$6.52
KADLEC REGIONAL MEDICAL CENTER		000598854	237503	HARMON MED CLRN 16-14517	\$105.20
		001030568	237708	PRUITT MED CLRN 16-15816	\$105.20
		001218585	237503	BOND MED CLRN 16-09084	\$120.58
		001286483		DUNAKEY MED CLRN 16-15404	\$70.75
		001320472		WEB MED CLRN 16-08212	\$390.56
		001503934		EISELE MED CLRN 16-09598	\$105.20
		001508896		WILKIE MED CLRN 16-08590	\$366.28
		001536329	237708	MASSIE MED CLRN 16-15339	\$105.20
		001555851	237503	MITCHELL MED CLRN 16-13143	\$159.95
		001602094	237708	JACKSON MED CLRN 16-15593	\$199.94
		001608023	237503	ODOM MED CLRN 16-14846	\$120.58
		001609428	237708	HYDE MED CLRN 16-15243	\$181.48
		001619964	237503	SPENCER MED CLRN 16-14459	\$737.63
		001660152		MENDOZA MED CLRN 16-12732	\$105.20
		001672160		LAW MED CLRN 16-08008/16-08029	\$476.85
		100025337	237708	GARZA MED CLRN 16-15136	\$631.81
		100042010		PINA MED CLRN 16-13836	\$105.20
		100090196		GUEL MED CLRN 16-15696	\$120.58
		100315886	237503	LUIDAHL MED CLRN 16-09594	\$105.20
		100317438		MOLITOR MED CLRN 16-10688	\$105.20
		100321615		BADGETT MED CLRN 16-13046	\$105.20
		100321702		WEST MED CLRN 16-13178	\$70.75
		100323118		COX MED CLRN 16-14412	\$105.20
		100323176		GARCIA MED CLRN 16-14502	\$231.04
PITNEY BOWES PURCHASE POWER		0716/14823173	237610	POSTAGE 07/01/16 TO 07/31/16	\$549.52
PROFORCE MARKETING INC DBA	P056845	284014	237743	44205-TSR TASER CARTRIDGES M26	\$1,296.68
RIVER CITY TOWING INC		14896	237748	TOW CHARGE	\$48.87
		14902		TOW CHARGE/MILEAGE	\$167.24
TREASURE VALLEY COFFEE CO		106720	237546	RPD COFFEE DELIVERY	\$121.03
POLICE TOTAL ****					\$76,955.88
Division:	211	FINANCE			
ALLIED ENVELOPE	P056923	170857	237444	UTILITY BILLING STATEMENT, 20#	\$406.98
	P056923			INSIDE DELIVERY & STACKING OF	\$59.72
	P056923			PRICE ADJUST	\$0.01



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Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
ALLIED ENVELOPE	P056923	170858	237444	PRICE ADJUSTMENT	\$0.01
	P056923			INSIDE DELIVERY & STACKING OF	\$59.72
	P056923			RETURN ENVELOPE WITH SECURITY	\$759.66
	P056923	170860		TAX ADJUST	(\$0.01)
	P056923			INSIDE DELIVERY & STACKING OF	\$59.74
	P056923			WINDOW ENVELOPE, REVERSE FLAP,	\$620.92
MID COLUMBIA ENGINEERING INC	S016917	ST008749	237512	MELISSA HECKMAN, ACCOUNTING	\$1,080.00
	S016917	ST008765	237722	MELISSA HECKMAN, ACCOUNTING	\$972.00
PITNEY BOWES PURCHASE POWER		0716/14823173	237610	POSTAGE 07/01/16 TO 07/31/16	\$2,306.27
				POSTAGE 07/01/16 TO 07/31/16	\$721.46
FINANCE TOTAL ****					\$7,046.48
Division:	212	PURCHASING			
MID COLUMBIA ENGINEERING INC	S016902	ST008748	237512	RACHAEL BALTHAZOR - BUYER 1	\$1,069.20
	S016902	ST008764	237722	RACHAEL BALTHAZOR - BUYER 1	\$1,188.00
ORKIN EXTERMINATING INC	S016751	111875103	237518	PEST CONTROL SERVICES FOR BLDG	\$27.15
	S016751			PEST CONTROL SERVICES FOR BLDG	\$27.15
PITNEY BOWES PURCHASE POWER		0716/14823173	237610	POSTAGE 07/01/16 TO 07/31/16	\$1.86
PURCHASING TOTAL ****					\$2,313.36
Division:	213	INFORMATION TECHNOLOGY			
BERRY DUNN MCNEIL & PARKER, LLC	P056590	359410	237456	ERP CONSULTING SERVICES CONTRA	\$19,800.00
CERIUM NETWORKS INC	P056103	053061	237463	Cisco Smartnet MNTC renewal 20	\$54,540.48
	P056103	056146		CREDIT - SMARTNET RMA	(\$3,020.14)
EVERGREEN ID SYSTEMS	P056824	9949	237486	SHIPPING	\$13.37
	P056824			PHOTO ID CARD SYSTEM, INCLUDES	\$1,862.49
N HARRIS COMPUTER CORPORATION	P056903	MN00094015	237516	Blue Prince Annual Support and	\$8,693.75
PITNEY BOWES PURCHASE POWER		0716/14823173	237610	POSTAGE 07/01/16 TO 07/31/16	\$1.15
SOFTCHOICE CORPORATION	P055779	4317372	237534	ADDITIONAL SUPPORT SERVICES PE	\$11,460.00
STONEWAY ELECTRIC SUPPLY	P056947	S101742554.001	237759	Electrical Supplies For UPS	\$64.52
	P056947	S101744421.001		Electrical Supplies For UPS	\$53.50
	P056947	S101744448.001		Electrical Supplies For UPS	\$97.63
INFORMATION TECHNOLOGY TOTAL ****					\$93,566.75
Division:	220	HUMAN RESOURCES			
FOSTER PEPPER PLLC		08312016	237690	CIVIL SERVICE CONFERENCE REG.	\$220.00
HARRINGTON'S TROPHIES		75805	237697	1 YR KEYCHAINS-40	\$456.12
MID COLUMBIA ENGINEERING INC	S016901	ST008751	237512	LORI HENDERSON - CLERICAL ASSI	\$259.20
PITNEY BOWES PURCHASE POWER		0716/14823173	237610	POSTAGE 07/01/16 TO 07/31/16	\$4.28
YAKIMA WORKER CARE PLLC		17247	237778	PRE EMPLOYMNT PHYSICAL-BABLER	\$100.00
HUMAN RESOURCES TOTAL ****					\$1,039.60
Division:	300	COMMUNITY &DEVELOPMENT SERVICE			



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Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
SIMON, RICK		083016	237614	REIMBURSE MEETING EXPENSE	\$39.07
COMMUNITY & DEVELOPMENT SERVICE TOTAL ****					\$39.07
Division:	301	DEVELOPMENT SERVICES			
ABADAN INC		ARIN065869	237626	XEROX TONER 6204/6604/6605	\$79.12
				XEROX TONER 6204/6604/6605	\$79.12
		CNIN117134		XEROX 6605 MAINT 08/23-9/22/16	\$58.32
				XEROX 6605 MAINT 08/23-9/22/16	\$58.32
PITNEY BOWES PURCHASE POWER		0716/14823173	237610	POSTAGE 07/01/16 TO 07/31/16	\$6.05
DEVELOPMENT SERVICES TOTAL ****					\$280.93
Division:	302	REDEVELOPMENT			
PITNEY BOWES PURCHASE POWER		0716/14823173	237610	POSTAGE 07/01/16 TO 07/31/16	\$13.53
REDEVELOPMENT TOTAL ****					\$13.53
Division:	303	LIBRARY			
CASCADE NATURAL GAS CORP		08/16-61897100006	237649	NAT GAS 955 NRTHGT 07/18-08/18	\$19.49
IDENTISYS INC		308758	237499	SOFTWARE/CAMERA/PRINTER	\$6,762.39
OCLC INC		0000480302	237517	CATALOGING SRVCS - JULY	\$1,029.04
PITNEY BOWES PURCHASE POWER		0716/14823173	237610	POSTAGE 07/01/16 TO 07/31/16	\$420.45
SCHINDLER ELEVATOR CORPORATION		7152368936	237532	REPAIR ELEVATOR AT LIBRARY	\$272.03
THE GALE GROUP INC		58455779	237544	BOOKS-12 TITLES	\$330.60
		58455881		BOOKS-8 TITLES	\$216.60
		58470904		BOOKS-1 TITLES	\$25.84
		58471092		BOOKS-4 TITLES	\$98.80
		58471891		BOOKS-6 TITLES	\$147.44
UNIVERSITY OF WISCONSIN-MADISON		2859821	237554	INTERLIBRARY LOAN 169110256	\$20.00
XEROX CORPORATION		085770603	237563	JUNE-W7225PT METER CREDIT	(\$220.94)
		085770604		W7225PT BASE CHRG/PRINTS-JULY	\$131.89
		085770605		W7225PT BASE CHRG/PRINTS-JULY	\$278.47
LIBRARY TOTAL ****					\$9,532.10
Division:	331	PARKS & REC - RECREATION			
ELIZABETH E TROST		AUGUST 2016	237680	AUGUST CLASS-5093	\$257.05
FOSTER, CATHY I			237691	FOOT CARE CLASSES-AUGUST	\$828.00
FRONTIER	S017086	09/16 2061882614	237692	TELEPHONE CHARGE 8/19/16 - 9/1	\$187.22
PITNEY BOWES PURCHASE POWER		0716/14823173	237610	POSTAGE 07/01/16 TO 07/31/16	\$21.83
SUSAN KATHLEEN VITULLI		06/2016	237541	PAINTING CLASS #5307	\$607.50
TRI CITY YOUTH CHOIR		SUMMER 2016	237551	YOUTH CHOIR CAMP-JUN/JULY 2016	\$1,470.00
PARKS & REC - RECREATION TOTAL ****					\$3,371.60
Division:	335	PARKS & REC - PARKS&FACILITIES			
ARAMARK UNIFORM SERVICES INC	S017078	07/16-934962000	237448	LINEN CHARGES FOR JULY 2016	\$462.20
BEAVER BARK & ROCK		753706	237452	SOD	\$129.89
		767838		BARK	\$153.06



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Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
CASCADE NATURAL GAS CORP		07/16-90577100002	237461	NAT GAS 300 BLDG 06/16-07/18	\$11.71
CITY OF RICHLAND		07/2016-24	237467	#24 LANDFILL FEES	\$1,322.58
		4007577	237586	P&F PAYING UB ACCT 00960140	\$4,788.90
EWING IRRIGATION PRODUCTS INC		1982524	237487	RAINBIRD	\$202.59
FASTENAL COMPANY		WARIC58341	237488	HCS3/8, 3/8 16FLNG	\$3.02
FERGUSON ENTERPRISES INC		4429776	237490	GRD DRN CP/PLUMBERS PUTTY	\$20.98
		4451176		CABLE ASSY	\$13.44
				GARBAGE DISPOSAL	\$118.23
FRONTIER	S017086	09/16 2061882614	237692	TELEPHONE CHARGE 8/19/16 - 9/1	\$30.76
	S017086			TELEPHONE CHARGE 8/19/16 - 9/1	\$1,080.51
LEWIS SURFACE DEVELOPMENT CO.	P054553	C14-083/RETAINAGE	237716	RESURFACE AND IMPROVE BASKETBA	\$1,726.52
LIBERTY LAWN & SAW SHOP		613	237508	WELD TANK EPOXY	\$42.07
MIGHTY JOHNS PORTABLE TOILET & SEPTIC		34996	237513	POL RENTAL-COLUMBIA PLAY FIELD	\$110.00
OXARC INC		17349PP	237519	CO2	\$361.42
POOL CARE PRODUCTS INC		126122	237523	CHLORINE POWDER	\$244.35
		126585		CHLORINE POWDER	\$143.36
RICHLAND ACE HARDWARE		211845	237528	DISC/SAW	\$14.31
		52283		NIPPLE	\$2.57
		52464		HOOK/CHAIN	\$40.31
		52471		DRAIN CLEANER	\$19.73
		52487		WASTEBASKET	\$24.38
		52522		SPRAY PAINT/MASK TAPE	\$40.10
		52543		BOX FAN	\$21.71
		52565		FILE	\$4.07
		52575		RUST REMOVER	\$6.51
STATE OF WASHINGTON	P054553	C14-083/LIEN	237536	RESURFACE AND IMPROVE BASKETBA	\$1,007.63
STONEWAY ELECTRIC SUPPLY		S101715696.001	237538	RECEPTACLE-HOWARD AMON	\$5.47
		S101715930.001		CIRCUIT BREAKER-HOWARD AMON	\$112.84
		S101715930.003		MIDWEST BR54U-HOWARD AMON	\$66.98
		S101716282.001		SELF TEST-HOWARD AMON	\$88.23
		S101718219.001		LEVITON	\$20.62
		S101725825.001		BURNDY-CITY HALL	\$2.67
THE DRAIN SURGEON		35265	237543	SNAKE MOP SINK-100 BUILDING	\$146.61
WILBUR ELLIS COMPANY	S017060	10308740	237562	RANGER PRO, 2.5 GAL JUGS	\$360.77
	S017060			PENDULUM- AQUACAP, 2.5 GAL JUG	\$890.52
PARKS & REC - PARKS&FACILITIES TOTAL ****					\$13,841.62
Division:	338	PARKS & REC - PROJECT ADMIN			
WA STATE DEPARTMENT OF ECOLOGY		2017-WAG994208	237771	WASTEWATER PERMIT 2017	\$550.00
PARKS & REC - PROJECT ADMIN TOTAL ****					\$550.00
Division:	900	NON-DEPARTMENTAL			



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Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
CITY OF PASCO	P056274	M081716	237466	COP-ANNUAL ANIMAL CONTROL SERV	\$20,301.91
KCMB, LLC		2660012243	237505	TOURISM SPOTS 6/1-6/30/2016	\$192.00
PITNEY BOWES PURCHASE POWER		0716/14823173	237610	POSTAGE 07/01/16 TO 07/31/16	\$155.31
TRI CITIES MONITORING, INC	S017063	16-170	237768	SECURITY SERVICES FOR GLENN MI	\$384.76
WASHINGTON CITIES INSURANCE AUTHORITY		JULY 2016	237557	WCIA CLAIMS PAID-JULY 2016	\$8,425.17
NON-DEPARTMENTAL TOTAL ****					\$29,459.15
GENERAL FUND Total ***					\$259,631.09
FUND 101	CITY STREETS				
Division:	401	STREETS MAINTENANCE			
AEGIS ITS INC		19125	237627	CENTRACS SOFTWARE MAINTENANCE	\$14,125.00
BEAVER BARK & ROCK		753716	237582	CONCRETE	\$108.58
CENTRAL HOSE & FITTINGS INC		441561	237651	COMPRESSOR HOSE PARTS	\$222.01
FRONTIER	S017086	09/16 2061882614	237692	TELEPHONE CHARGE 8/19/16 - 9/1	\$55.55
	S017086			TELEPHONE CHARGE 8/19/16 - 9/1	\$30.76
RICHLAND ACE HARDWARE		52633	237528	CM HEX FOLDUP DULMAT 9PC	\$16.28
		52680	237747	HAND HELD SPRAYER	\$21.70
		52769		GLASS CLEANER/SHOP TOWELS	\$6.28
STREETS MAINTENANCE TOTAL ****					\$14,586.16
CITY STREETS Total ***					\$14,586.16
FUND 111	PARK RESERVE FUND				
Division:	304	PARK RESERVE			
RICHLAND SENIORS ASSOCIATION	P056916	C136-16	237529	2016 PARK PARTNERSHIP PROGRAM	\$1,640.00
TRI CITY KART CLUB	P056937	C135-16	237550	2016 PARK PARTNERSHIP PROGRAM	\$5,000.00
PARK RESERVE TOTAL ****					\$6,640.00
PARK RESERVE FUND Total ***					\$6,640.00
FUND 112	INDUSTRIAL DEVELOPMENT FUND				
Division:	305	ECONOMIC DEVELOPMENT			
AC NIELSEN CORPORATION		2300070	237442	MARKET INSIGHTS-LIC RENEWL	\$1,189.17
		2410292		MARKET INSIGHTS PKG	\$491.96
FLETCHER & SIPPEL LLC		35848	237689	TCRY LITIGATION-LEGAL FEES	\$29,835.50
PITNEY BOWES PURCHASE POWER		0716/14823173	237610	POSTAGE 07/01/16 TO 07/31/16	\$1.36
RGW ENTERPRISES PC	P056316	07/16-CWCP	237746	PROJECT MANAGEMENT AND ENGINEE	\$500.00
	P056316	07/16-FRMR SHOPS		PROJECT MANAGEMENT AND ENGINEE	\$150.00
	P056316	07/16-HR RESIDENT		PROJECT MANAGEMENT AND ENGINEE	\$600.00
	P056316	07/16-LRF PROJECT		PROJECT MANAGEMENT AND ENGINEE	\$1,910.00
	P056316	07/16-NATL GUARD		PROJECT MANAGEMENT AND ENGINEE	\$300.00
	P056316	07/16-PREF FREEZE		PROJECT MANAGEMENT AND ENGINEE	\$1,200.00



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Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
RGW ENTERPRISES PC	P056316	07/16-PROJ DOMINO	237746	PROJECT MANAGEMENT AND ENGINEE	\$1,625.00
	P056316	07/16-SI STEEL		PROJECT MANAGEMENT AND ENGINEE	\$200.00
ECONOMIC DEVELOPMENT TOTAL ****					\$38,002.99
Division:	306	ECONOMIC DEVELOPMENT PROJECTS			
JUB ENGINEERS INC	P056376	102947	237707	STEPTOE-TAPTEAL INTERSECTION-S	\$2,870.00
PERMIT SURVEYING INC		14037.10	237741	DRAFT SURVEYS-ROBERSON S.	\$1,350.00
		16105-1		POLAR WAY-DRAFT SURVEY	\$990.00
ECONOMIC DEVELOPMENT PROJECTS TOTAL ****					\$5,210.00
INDUSTRIAL DEVELOPMENT FUND Total ***					\$43,212.99
FUND	117	CRIMINAL JUSTICE SALES TAX			
Division:	131	CJST POLICE ACTIVITY			
911 SUPPLY LLC	P056814	42454	237441	5934001XL 5.11 GLOVE TAC A2 BL	\$65.14
BLAZE CONE COMPANY, INC	P056885	28428	237639	SHIPPING	\$26.00
	P056885			12" BLAZE CONES WITH LASER	\$218.00
GALLS, LLC	P056689	BC0288495	237694	SEW EMBLEM EACH SLEEVE	\$1.09
	P056689			SHIPPING	\$17.37
	P056689			5.11 TACTICAL MENS SHORT SLEEV	\$54.29
	P056689			EMBROIDERABLE BLANK RETEANGLE	\$2.17
	P056689			5.11 TACTICAL MENS PDU PANTS T	\$54.29
	P056689			ADJUST FOR TAX	(\$0.01)
	P056689			SEW EMBLEM EACH SLEEVE	\$1.09
	P056689			MODIFY PANT LEG LENGTH	\$12.70
CJST POLICE ACTIVITY TOTAL ****					\$452.13
CRIMINAL JUSTICE SALES TAX Total ***					\$452.13
FUND	150	HOTEL/MOTEL FUND			
Division:	307	HOTEL/MOTEL TAX			
CITY OF PASCO		030116	237654	GEOCOIN DESIGN	\$125.00
TRI CITIES VISITOR & CONVENTION BUREAU		154670	237548	TCVCB MONTHLY DUES-JULY 2016	\$16,850.53
HOTEL/MOTEL TAX TOTAL ****					\$16,975.53
HOTEL/MOTEL FUND Total ***					\$16,975.53
FUND	151	SPECIAL LODGING ASSESSMENT			
Division:	339	TOURISM PROMOTION AREA			
TRI CITIES VISITOR & CONVENTION BUREAU		JULY 2016	237548	SPECIAL LODGING ACCESS JULY 16	\$43,050.43
TOURISM PROMOTION AREA TOTAL ****					\$43,050.43
SPECIAL LODGING ASSESSMENT Total ***					\$43,050.43



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Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
FUND 153	COMMUNITY DEV BLOCK GRANT				
Division:	308	CDBG PROGRAM			
PITNEY BOWES PURCHASE POWER		0716/14823173	237610	POSTAGE 07/01/16 TO 07/31/16	\$0.46
CDBG PROGRAM TOTAL ****					\$0.46
COMMUNITY DEV BLOCK GRANT Total ***					\$0.46
FUND 154	HOME FUND				
Division:	309	HOME PROGRAM			
STEWART TITLE OF THE TRI-CITIES		DPA 16-12	237758	HME DPA-SMITH-103 CASEY AVE	\$8,200.00
HOME PROGRAM TOTAL ****					\$8,200.00
HOME FUND Total ***					\$8,200.00
FUND 301	STREETS CAPITAL CONSTRUCTION				
Division:	402	ARTERIAL STREETS			
A CORE INC	P056596	354306	237625	2016 RESIDENTIAL OVERLAY- CURB	\$540.00
CENTRAL HOSE & FITTINGS INC		441170	237651	CLAMP/HOSE REPAIR/HOSE WHIP	\$51.74
CULBERT CONSTRUCTION INC	P056906	164-16/PMT 2	237479	DUPORTAIL RECONSTRUCTION-ROAD	\$184,915.89
	P056829	C138-16/PMT 1	237667	DUPORTAIL ST EXTENSION - ROAD	\$154,633.40
HOOVER, DALLAS		081116	237701	SIDEWLK REPR-1823 HOWELL AVE	\$325.80
JUB ENGINEERS INC	P056428	102946	237707	DUPORTAIL BRIDGE - CID REVIEW:	\$540.98
LAWRENCE, MILLIE		134846-11	237714	SIDEWLK REPR-2201 HUMPHREYS ST	\$51.59
PRO BUILD COMPANY LLC		1208922	237525	SMARTSIDE SIDING	\$282.24
ARTERIAL STREETS TOTAL ****					\$341,341.64
STREETS CAPITAL CONSTRUCTION Total ***					\$341,341.64
FUND 380	PARK PROJECT CONSTRUCTION				
Division:	337	PARKS & REC PROJECTS			
DAVID W HARVEY	P056550	NCRS-CP.1	237482	PERFORM CULTURAL RESOURCE STUD	\$7,500.00
KENNEWICK INDUSTRIAL & ELECTRICAL SUPPLY		141606	237506	BUSH/CAP PVC	\$28.04
TACOMA SCREW PRODUCTS INC		22153985	237762	RUBBER O-RINGS	\$0.80
PARKS & REC PROJECTS TOTAL ****					\$7,528.84
PARK PROJECT CONSTRUCTION Total ***					\$7,528.84
FUND 385	GENERAL GOVT CONSTRUCTION				
Division:	900	NON-DEPARTMENTAL			
LAW OFFICES OF ROBYNNE THAXTON PARKINSON PLLC	P056667	153-1/653	237507	LEGAL & CONSULTANT SERVICES FO	\$120.00
NON-DEPARTMENTAL TOTAL ****					\$120.00
GENERAL GOVT CONSTRUCTION Total ***					\$120.00



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Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
FUND 401	ELECTRIC UTILITY FUND				
Division: 000					
ANIXTER INC	S017046	3303878-00	237446	FEED-THRU BUSHING WELL INSERT	\$229.36
	S017046			TERM, JACKETED 750, 3M QT III	\$11,022.90
	S017046			STANDOFF INSULATOR, 200A,	\$2,932.20
	S017046			TERM, JACKETED, T-BODY JACKET	\$2,006.93
	S017046			TERMINATION KIT, JACKETED 1/0,	\$1,944.21
	S017046			LOADBREAK BUSHING INSERT XFMR	\$692.33
	P056870	3305288-00		FUSE, BAY-O-NET 75 KVA 3-PH DE	\$40.73
	P056870			FUSELINK O3, STANDARD SPEED,	\$229.80
CONSOLIDATED ELECTRICAL DISTRIBUTORS INC	P056763	3627-563884	237476	BELL END, PVC, 6", SCH 40	\$65.70
	P056763			ELBOW,PVC,3",90,18" RADIUS	\$330.58
	P056763			ELBOW,PVC,4",90,36" RADIUS	\$550.76
	P056763			ELBOW,PVC,3",90,36" RADIUS	\$210.47
	P056763			COUPLING,PVC,3"x 12",SPLIT,	\$95.03
GENERAL PACIFIC INC	S016977	1262790	237494	METER, FRM 2S, 200A, 1PH,	\$14,035.46
	S016977			METER, FM9S, 120-480V, CL20,	\$9,170.62
	P056772	1263845		CONDUCTOR, CU,2/0 7 STR BARE	\$1,571.44
	P056772			CONDUCTOR, CU, #2 7 STR BARE	\$811.24
	S017045	1263880		SPLICE, 3-M 750 KC MIL, INLINE	\$1,782.39
	P056915	1264114		PREFORMED GUY GRIP,3/8, DEAD-	\$274.76
PACIFIC METERING INC	P056692	16-0620-6692	237607	TEST SWITCH 3 PH, 10 POLE F/C,	\$2,903.28
	P056692			METER,RING, EKSTROM STAINLESS	\$550.00
PERMIT REFUND		2016-001002	237481	REFUND PERMIT AMNT DIFFERENCE	\$125.69
WESCO DISTRIBUTION INC	P056866	713041	237558	SPLICE, 3-M PRIMARY, #2-1/0,	\$148.83
	P056866			SPLICE, 3-M CONNECTOR, 1/0 STR	\$149.98
	P056866			SPLICE, 3-M PRIMARY,4/0,INLINE	\$70.39
	P056866			SPLICE, 3-M PRIMARY,1/0 STRAND	\$424.58
	P056866			SPLICE, 3-M CONNECTOR, 1/0 STR	\$42.79
	P056866			TERM, JACKETED 1/0 SEALING KIT	\$1,087.09
	P056866	714268		SPLICE KIT,3M 3832,BURIED	\$108.56
TOTAL ****					\$53,608.10
Division: 501	BUSINESS SERVICES				
CITY OF RICHLAND		16-347 SENGER	237587	16-347 BPA ROUNDTABLE	\$479.62
FEDERAL EXPRESS CORP		5-525-87601	237686	SHIPPING-AUGUST 2016	\$5.70
FRONTIER	S017086	09/16 2061882614	237692	TELEPHONE CHARGE 8/19/16 - 9/1	\$90.18
PITNEY BOWES PURCHASE POWER		0716/14823173	237610	POSTAGE 07/01/16 TO 07/31/16	\$25.65
BUSINESS SERVICES TOTAL ****					\$601.15
Division: 502	ELECTRICAL ENGINEERING				
MODERN OFFICE EQUIPMENT INC		122157	237514	HP DESIGNJET T2300 REPAIR	\$1,810.09



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Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
PRINT PLUS/PSS RUBBER STAMPS		6388	237524	STAMP-CARPENTER	\$19.01
ELECTRICAL ENGINEERING TOTAL ****					\$1,829.10
Division:	503	POWER OPERATIONS			
BOYD'S TREE SERVICE LLC	P056239	4756	237459	TREE PRUNING SERVICE FROM	\$6,598.13
	P056239	4761		TREE PRUNING SERVICE FROM	\$7,040.22
CENTRAL HOSE & FITTINGS INC		440646	237462	ALUM-SHANKS/SLEEVE-ASSEMBLY	\$875.36
CITY OF RICHLAND		07/2016-28	237467	#28 RHLD COMM TONS	\$30.00
				#28 RHLD COMM TONS	\$58.25
		07/2016-60		#60 RHLD COMM TONS	\$30.00
COLUMBIA GRAIN & FEED INC		144146	237471	GRASS SEED	\$176.48
CULBERT CONSTRUCTION INC	P056829	C138-16/PMT 1	237667	DUPORTAIL ST EXTENSION - CITY	\$10,935.73
	P056829			DUPORTAIL ST EXTENSTION - ENER	\$14,826.12
FASTENAL COMPANY		WARIC59218	237488	SCREWS	\$9.73
HI-LINE HOLDING COMPANY LLC DBA	S017033	10019290	237497	TOOL BUCKET W/ GROMMENTS #HL52	\$44.13
	S017033			SEMI-CON SCORER #SP1700-SS	\$177.01
	S017033			COMBO PROBE WRENCH W/NEUTRAL	\$256.34
	S017033			FREIGHT	\$23.52
PARAMOUNT COMMUNICATIONS INC	P056757	31606	237739	FEDERAL BUILDING FIBER RELOCAT	\$1,850.59
ROWAND MACHINERY CO		208024	237530	RENT JOHN DEERE 50G EXCAVATOR	\$977.40
	S017072	208045		RENTAL OF BUCKET FOR JOHN DEER	\$162.90
		208504		RENT JOHN DEERE 50G EXCAVATOR	\$977.40
	S017072	208505		RENTAL OF BUCKET FOR JOHN DEER	\$162.90
	S017085	208836	237751	JOHN DEERE 18" BUCKET TO FIT 3	\$597.30
STEEBER'S LOCK SERVICE		206673	237537	DUPLICATE KEYS	\$16.23
TYNDALE ENTERPRISES INC	P056096	1111074	237552	FIRE RETARDANT CLOTHING-2016	\$1,350.89
POWER OPERATIONS TOTAL ****					\$47,176.63
Division:	504	SYSTEMS DIVISION			
CITY OF RICHLAND		08/2016-1901	237467	#1901 DROP BOX DISP/HAULING	\$647.15
FASTENAL COMPANY		WARIC59064	237488	BITS	\$73.45
		WARIC59123		SCREWS	\$6.28
OXARC INC		19758PP	237519	NITROGEN CYL	\$15.96
SCHWEITZER ENGINEERING LABORATORIES INC	P056039	INV-000036511	237533	SEL Part No.9163XXXX2031-3 Rem	\$329.45
	P056039			SEL Part No.9163XXXX2031-3 Rem	\$219.63
	P056039			SEL Part No.9163XXXX2031-3 Rem	\$219.63
	P056039			SEL Part No.9163XXXX2031-3 Rem	\$109.82
	P056039			SEL Part No.9163XXXX2031-3 Rem	\$439.21
	P056039			SEL Part No.9163XXXX2031-3 Rem	\$109.82
	P056039			SEL Part No.9163XXXX2031-3 Rem	\$109.82
	P056039			SEL Part No.9163XXXX2031-3 Rem	\$329.45
	P056039	INV-000040194		SEL Part No.9163XXXX2031-2 Bre	\$7,339.19



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Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
SCHWEITZER ENGINEERING LABORATORIES INC	P056039	INV-000040194	237533	SEL Part No.9163XXXX2031-2 Bre	\$7,339.19
STONEWAY ELECTRIC SUPPLY		S101723764.001	237538	SCREWS	\$12.14
SYSTEMS DIVISION TOTAL ****					\$17,300.19
Division:	505	ENERGY POLICY MGMT			
AIR TIGHT REMODELING	P056795	170-285	237628	EE LOAN: A TARANTINO, 908 CHES	\$10,359.48
APOLLO SHEET METAL INC		260083-166121	237447	156 CALLE DEL SOL-REBATE-HP	\$1,000.00
	P056891	260085-166118		EE LOAN: K LINN, 323 SEATTLE C	\$10,964.26
BENTON COUNTY AUDITOR/WEATHERWISE	P056920	360860 RELEASE	237453	C DAVISON-RELEASE LIEN; AC# 36	\$73.00
	P056920	52540 LIEN		D SORENSEN-RECORD LIEN; AC# 52	\$73.00
	P056920	723720 LIEN		K LINN-RECORD LIEN; AC# 723720	\$73.00
	P056920	850820 RELEASE		N TENNEY-RELEASE LIEN; AC# 850	\$73.00
BENTON PUD		08/16-3287762373	237455	ELECTRIC SRVCS 07/21-08/21/16	\$592.08
CHINOOK HEATING & AIR INC	P056703	29230	237464	EE LOAN: G BRUUN, 1509 STEVENS	\$4,301.65
	P056701	29231		EE LOAN: G BRUUN, 1511 STEVENS	\$4,301.65
CITY OF RICHLAND		150280	237468	703 WINSLOW-REBATE-HP	\$1,000.00
		170400	237656	908 CHESTNUT-REBATE-WINDOWS	\$427.93
		411700	237468	513 CASCADE-REBATE-HP	\$1,000.00
		723720		323 SEATTLE-REBATE-HP	\$1,000.00
DAYCO HEATING & AIR		47593	237483	2915 KENTBROOK-REBATE-HP	\$1,000.00
		50464		2320 EASTON-REBATE-HP	\$1,000.00
DELTA HEATING & COOLING INC	P056723	24421	237484	EE LOAN: J WALLACE, 703 WINSLO	\$7,020.99
		24462		2002 THOMPSON-REBATE-DHP	\$800.00
		24468		1084 TOMICH-REBATE-HP	\$1,000.00
		24469	237670	503 BUCKBOARD-REBATE-2 HP	\$2,000.00
JACOBS & RHODES INC		36552	237501	1411 WESTWOOD-REBATE-HP	\$1,000.00
	P056863	36577		EE LOAN: J RISK, 513 CASCADE -	\$8,850.90
M CAMPBELL & COMPANY INC		76569	237510	1025 TOMICH-REBATE-HP	\$1,000.00
		81598		1903 MEADOWS DR N-REBATE-HP	\$1,000.00
		81714		618 SMITH-REBATE-DHP	\$800.00
NORTHWEST REQUIREMENTS UTILITIES INC	P056683	197	237734	ELECT LINE LOAD EVALUATION	\$1,084.59
NW INTERGOVERNMENTAL ENERGY SUPPLY	P056589	337	237735	RENEWABLE POWER STRATEGIES	\$2,034.34
PERFECTION GLASS		9939649362	237740	1200 KNOLLEWOOD-REBATE-WINDOWS	\$793.86
		9939650531	237521	1506 JOHNSON-REBATE-WINDOWS	\$116.76
TOTAL ENERGY MANAGEMENT INC		55722WWR	237767	2021 MAHAN G5-REBATE-HP	\$1,000.00
TRI CITY GLASS INC		530242	237549	2218 BENTON-REBATE-WINDOWS	\$374.61
ENERGY POLICY MGMT TOTAL ****					\$66,115.10
Division:	506	TECHNICAL SERVICES			
STONEWAY ELECTRIC SUPPLY		S101734494.001	237759	WASHERS	\$429.90
		S101737837.001		SCREWS	\$41.68
TECHNICAL SERVICES TOTAL ****					\$471.58



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Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
ELECTRIC UTILITY FUND Total ***					\$187,101.85
FUND 402	WATER UTILITY FUND				
Division:	000				
BADGER MOUNTAIN IRRIGATION DISTRICT		2016-2ND QTR	237451	BADGER SOUTH WTR CONNECT FEES	\$2,700.00
PARKSON CORPORATION	P056038	C244-15/RETAINAGE	237520	C244-15/RELEASE RETAINAGE	\$45,168.98
UNASSIGNED TOTAL ****					\$47,868.98
Division:	410	WATER CAPITAL PROJECTS			
BEAVER BARK & ROCK		770768	237636	CONCRETE	\$125.95
EA ENGINEERING SCIENCE AND TECHNOLOGY INC PBC	P056581	105268	237678	DUPORTAIL WELL - HYDROGEOLOGIC	\$7,730.01
ENERGY NORTHWEST	P056936	ENV02870	237683	DUPORTAIL STREET WELL - SAMPLE	\$517.50
	P056936	ENV02891		DUPORTAIL STREET WELL - SAMPLE	\$517.50
HD FOWLER COMPANY INC	S017053	I4297430	237496	HYDRANT, 5' BURY, DRY BARREL,	\$2,114.37
	S017053			HYDRANT, 4'-6" BURY, DRY BARRE	\$4,183.10
	S017053			ADJUST FOR TAX	(\$0.01)
	S017053			FREIGHT	\$16.29
LINDSAY SALES HOLDING COMPANY DBA	P052094	6355	237509	HORN RAPIDS IRRIGATION PUMP	\$1,212.61
TOTAL ENERGY MANAGEMENT INC	P055928	54374	237619	IRRIGATION UTILITY - HORN RAPI	\$5,651.96
	P055928	55146		IRRIGATION UTILITY - HORN RAPI	\$4,624.32
WATER CAPITAL PROJECTS TOTAL ****					\$26,693.60
Division:	412	WATER OPERATIONS			
ARAMARK UNIFORM SERVICES INC	S017078	07/16-934962000	237448	LINEN CHARGES FOR JULY 2016	\$43.43
CASCADE NATURAL GAS CORP		08/16-28638100009	237649	NAT GAS 110 SAINT 07/20-08/17	\$10.85
CULVER COMPANY INC		52033	237668	CITY FAIR 2016 GIVE AWAYS	\$661.15
ENERGY NORTHWEST		ENV02893	237682	WATER SAMPLES	\$60.00
		ENV02894		WATER SAMPLES	\$350.00
LAB/COR INC		160649-2977	237712	WATER SAMPLES	\$450.00
		160716-3005		WATER SAMPLES	\$825.00
PICARD CORPORATION	S017074	T428104	237522	BULK, SODIUM CHLORIDE (NACL)	\$986.31
	S017074			FREIGHT	\$1,818.44
PITNEY BOWES PURCHASE POWER		0716/14823173	237610	POSTAGE 07/01/16 TO 07/31/16	\$47.64
RANCH AND HOME INC		50053562	237526	SALT	\$531.08
		50053563		TOUGH TARP TO COVER SALT	\$16.28
RICHLAND ACE HARDWARE		52774	237747	WATCH/CALCULATOR BATTERY	\$10.84
TOKAY SOFTWARE INC	P056932	86555	237766	BACKFLOW PREVENTION MNGMT	\$790.00
WATER OPERATIONS TOTAL ****					\$6,601.02
Division:	413	WATER MAINTENANCE			
BADGER METER INC	S017012	1112852	237450	FREIGHT	\$101.71
	S017012			FIRE HYDRANT METER, 3" PORT, 3	\$2,453.36



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Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
BADGER METER INC	S017012	1112852	237450	STRAINER, FIRE HYDRANT T450,	\$121.85
C & M LANDSCAPING		78078	237645	SOD	\$11.44
CULVER COMPANY INC		52033	237668	CITY FAIR 2016 GIVE AWAYS	\$661.16
FASTENAL COMPANY		WARIC59294	237685	BOLTS	\$48.76
		WARIC59345		BOLTS	\$10.34
MILLER, GREG		082316	237602	REIMBURSE CDL ENDORSEMENT	\$102.00
MOTION INDUSTRIES INC		WA05-245558	237728	O-RINGS	\$10.30
RICHLAND ACE HARDWARE		211836	237528	SOCKET	\$4.98
		52596		COUPLER/PVC PRIMER/CEMENT	\$31.24
		52629		MURIATIC ACID	\$9.76
		52781	237747	WWTP-SPRINKLER HEADS	\$8.67
		52806		WWTP-POP UP SPRINKLER	\$4.33
WATER MAINTENANCE TOTAL ****					\$3,579.90
WATER UTILITY FUND Total ***					\$84,743.50
FUND 403	WASTEWATER UTILITY FUND				
Division:	000				
PERMIT REFUND		2016-002304	237723	144 OGDEN-REFUND SEWER FEE	\$1,995.00
UNASSIGNED TOTAL ****					\$1,995.00
Division:	421	SEWER CAPITAL PROJECTS			
ABADAN INC		ARIN065931	237626	DISCS O&M MANUALS	\$16.75
CENTRAL HOSE & FITTINGS INC		440687	237462	CAM SHANK/HOSE/CLAMP	\$4,995.04
COLUMBIA ENERGY & ENVIRONMENTAL SERVICES INC	P056941	PSI002768	237662	WWTF PRIMARY CLARIFIER #2 &	\$2,250.00
SEWER CAPITAL PROJECTS TOTAL ****					\$7,261.79
Division:	422	SEWER OPERATIONS			
ABADAN INC		ARIN065889	237626	COR DMR 2016 NPDES PRMT	\$10.23
CENTRAL HOSE & FITTINGS INC		440744	237462	GASKETS/GAGE DIGESTER	\$158.12
COLE INDUSTRIAL INC	P056935	YA22438	237660	WWTF DIGESTER BLDG-TROUBLESHOO	\$1,201.95
COLEMAN OIL COMPANY		0420201-IN	237661	WWTP-CHV RANDO OIL/55 GAL DRUM	\$958.60
COMPLETE PEST PREVENTION INC		31631	237474	WWTP-RODENT/INSECT TREATMENT	\$130.32
PITNEY BOWES PURCHASE POWER		0716/14823173	237610	POSTAGE 07/01/16 TO 07/31/16	\$6.25
RICHLAND ACE HARDWARE		52750	237747	TEST STRIPS/FREEZER PACKS	\$39.88
SPECTER INSTRUMENTS	P056924	1603043646	237535	ANNUAL RENEWAL OF MNTC & SUPPO	\$495.00
STONEWAY ELECTRIC SUPPLY		S101727487.001	237538	COUPLING/STRAP/LOCKNUT/BUSHNG	\$85.78
		S101728491.001		LUMINAIRES/REFLECTORS-CLO BLDG	\$2,428.49
		S101728491.002	237759	LUMINAIRE/REFLECTOR	\$503.27
		S101728734.001	237538	NON-METALLIC CRD CONN-CIO BLD	\$10.55
		S101730013.001		COUPLING	\$8.51
UNITED PARCEL SERVICE	S017081	000986641356	237553	WEIGHT CORRECTION FOR PKG TO	\$0.34



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Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
USA BLUEBOOK		030357	237555	PIPE MARKER/FLOW STICKER	\$98.60
SEWER OPERATIONS TOTAL ****					\$6,135.89
Division:	423	SEWER MAINTENANCE			
APSCO LLC	P056625	19225	237631	NX300 REPLACEMENT AIR FILTER S	\$2,443.50
	P056625			FREIGHT (ESTIMATED)	\$162.90
HERC RENTALS INC		28803234-001	237698	LIQUID PROPANE	\$17.33
REESE CONCRETE PRODUCTS MFG		002417	237527	MANHOLE-RING/COVER-CARTAGE	\$602.73
RICHLAND ACE HARDWARE		52603	237528	GALVANIZED CAP	\$1.94
SUNBELT RENTALS INC		62432557-001	237540	POWER POLED PRUNER	\$41.37
		62623543-001	237761	30' ART ELEC MANLIFT RENT	\$787.99
TACOMA SCREW PRODUCTS INC		22153052	237542	WWTP-GREASE GUN KIT	\$194.39
		22153107		WWTP-NUTS/SCREWS/WASHERS/GLOVE	\$306.43
		22153358		CUT-OFF WHEELS/FACESHIELD LENS	\$77.17
		22153449	237762	WWTP-KNUCKLE BANDAGES	\$17.56
		22153450		WWTP-STEEL CLAMP/LUBRICANT	\$10.39
		22153451		WWTP-STEEL CLAMP/LUBRICANT	\$14.54
		22153452		ANTI-SEIZE LUBRICANT	\$25.94
		22153859		STAINLESS PIPE FITTINGS	\$37.09
		22153997		THROTTLE BALL JOINT/CABLE TIE	\$48.31
SEWER MAINTENANCE TOTAL ****					\$4,789.58
WASTEWATER UTILITY FUND Total ***					\$20,182.26
FUND	404	SOLID WASTE UTILITY FUND			
Division:	430	CAPITAL PROJECTS			
PARAMETRIX INC	P056302	01-77140	237738	LANDFILL CONTAMINATION ASSESSM	\$4,669.51
CAPITAL PROJECTS TOTAL ****					\$4,669.51
Division:	432	SOLID WASTE COLLECTION			
PITNEY BOWES PURCHASE POWER		0716/14823173	237610	POSTAGE 07/01/16 TO 07/31/16	\$111.19
RULE STEEL TANKS INC	S017025	0024683-IN	237531	ESTIMATED FREIGHT	\$243.50
	S017025			DURAFLEX DOUBLE WALL LID #3658	\$3,184.00
SOLID WASTE COLLECTION TOTAL ****					\$3,538.69
Division:	433	SOLID WASTE DISPOSAL			
ARAMARK UNIFORM SERVICES INC	S017078	07/16-934962000	237448	LINEN CHARGES FOR JULY 2016	\$128.93
COMPLETE PEST PREVENTION INC		31612	237664	PEST CONTROL SRVCS-AUGUST	\$97.74
CONNELL OIL INC		0152520-IN	237475	LANDFILL OIL	\$482.18
		C150904-IN		LANDFILL OIL	\$974.82
COYOTE RIDGE CORRECTIONS CENTER		CCRC1607	237478	WORK CREW JULY 2016	\$221.60
FRONTIER	S017086	09/16 2061882614	237692	TELEPHONE CHARGE 8/19/16 - 9/1	\$121.74
MITCHELL, FRANK		AUG 2016	237603	MITCHELL-MILEAGE AUG 2016	\$34.02
TESTAMERICA LABORATORIES INC	P056510	58096653	237763	2016 LANDFILL MONITORING - LAB	\$9,417.50



City Of Richland

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From: 8/29/2016 To: 9/9/2016

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
SOLID WASTE DISPOSAL TOTAL ****					\$11,478.53
SOLID WASTE UTILITY FUND Total ***					\$19,686.73
FUND 405	STORMWATER UTILITY FUND				
Division:	440	STORMWATER CAPITAL PROJECTS			
NORTHWEST ANTHROPOLOGY LLC	P056922	2016-21	237733	STORMWATER QUALITY RETROFIT -	\$5,481.14
STORMWATER CAPITAL PROJECTS TOTAL ****					\$5,481.14
Division:	441	STORMWATER			
BYKONEN, JOHN		082616	237585	REIMBURSE MEETING MEAL EXP	\$20.00
STORMWATER TOTAL ****					\$20.00
STORMWATER UTILITY FUND Total ***					\$5,501.14
FUND 407	MEDICAL SERVICES FUND				
Division:	121	AMBULANCE			
BOUND TREE MEDICAL LLC		82198229	237457	SALINE/GLOVES/MASIMO SENSORS	\$421.69
		82200920		MASIMO RAINBOW CABLE	\$357.28
		82200921		IV CATHETER SETS	\$471.00
		82202250		SALINE	\$3.22
		82205489		RESTRAINT STRAP/BUCKLE	\$49.81
		82205490		COLD PACKS	\$16.83
		82207185		IV SETS/MEGAMOVERS/GAUZE	\$566.72
		82208600		18 GAUGE NEEDLES	\$8.79
		82208601		STETCHERS/SUCTION CANISTER	\$334.62
		82215567		IV SETS/CONNECTOR CLAMPS	\$340.17
		82215568		GLOVES/SALINE/SICKNESS BAG	\$763.08
		82215569		GERMICIDAL WIPES	\$27.66
		82220986		LIFEPAGE PATIENT CABLE	\$279.09
		82222343		FENTANYL	\$105.98
		82222344		IV SETS/SALINE/SAFETY GLASSES	\$565.01
		82223603		ATOMIZER/NEEDLES/RING CUTTER	\$353.39
		82223604		OXYGEN REGULATOR	\$121.61
PITNEY BOWES PURCHASE POWER		0716/14823173	237610	POSTAGE 07/01/16 TO 07/31/16	\$112.95
SPRINT		891160522-150	237755	RFD CELL PHONES 07/18-08/17/16	\$36.55
STERICYCLE INC		3003509902	237757	BIO WASTE DISPOSAL FEE	\$85.72
AMBULANCE TOTAL ****					\$5,021.17
MEDICAL SERVICES FUND Total ***					\$5,021.17
FUND 408	BROADBAND FUND				
Division:	460	BROADBAND ADMINISTRATION			
CIRCLE H CONSTRUCTION INC	P055929	16-561	237465	C/O #2- INSTALL SPLICE CASE AN	\$1,303.20



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CIRCLE H CONSTRUCTION INC	P055929	16-561	237465	C/O #1- CEMENT INSTALLATION WI	\$1,410.30
BROADBAND ADMINISTRATION TOTAL ****					\$2,713.50
BROADBAND FUND Total ***					\$2,713.50
FUND 501	CENTRAL STORES FUND				
Division:	000				
FISHER SCIENTIFIC COMPANY, LLC	P056766	2306903	237491	GLOVES, DISPOSABLE NITRILE,XL	\$177.24
	P056766	2924182		TAX ADJUST	\$0.01
	P056766			EAR PLUG, FOAM, NRR31, MOLDEX	\$400.95
HORIZON DISTRIBUTION INC	P056830	938585	237498	DEODORANT ROOM SPRAY, LYSOL	\$611.28
	P056830			SCREWDRIVER,SLOTTED,5/16"X 6",	\$149.48
	P056830			BLEACH HOUSEHOLD, LIQUID, 1GAL	\$102.11
	S017050	938598		SUNSCREEN, 1-1/2 OR 2 OUNCE	\$96.44
INTERLINE BRANDS INC DBA	P056832	374177210	237500	CLEANER NEUTRAL FLOOR NO RINSE	\$239.66
	P056832			CLEANER, NON-ACID DISINFECTANT	\$938.30
	P056807	374899573		SOAP, CARTRIDGE LOTION W/PCMX,	\$202.32
UNASSIGNED TOTAL ****					\$2,917.79
CENTRAL STORES FUND Total ***					\$2,917.79
FUND 502	EQUIPMENT MAINTENANCE FUND				
Division:	214 EQUIPMENT MAINTENANCE				
A & E TOWING LLC		3096	237624	TOW CHARGE VEH 3240 WO 43879	\$1,034.41
		3097		TOW CHARGE VEH 3255 WO 43757	\$452.86
		3098		TOW CHARGE VEH 1201 WO 43485	\$67.88
ARAMARK UNIFORM SERVICES INC	S017078	07/16-934962000	237448	LINEN CHARGES FOR JULY 2016	\$151.18
ATOMIC AUTO BODY INC		30488	237633	REPAIRS VEH 2445 WO 43997	\$902.45
		30491	237449	REPAIRS VEH 2386 WO 43932	\$3,067.17
BRAUN NORTHWEST INC		19720	237642	BRCKT/WSHR VEH 5041 WO 43715	\$263.90
CASCADE FIRE EQUIPMENT CORP DBA		118752	237460	FOAM VEH 5033 WO 43639	\$1,100.05
CENTRAL HOSE & FITTINGS INC		441358	237651	HOSE ASSY VEH 7122 WO 43827	\$75.99
		441493		HOSE ASSY VEH 7131 WO 43480	\$85.34
COLEMAN OIL COMPANY		0419697-IN	237470	LANDFILL DIESEL DYED	\$2,491.07
		0420006-IN		LANDFILL DIESEL CLEAR	\$601.51
		CL14854		CARD LOCK FUEL 08/15-08/21/16	\$13,597.50
		CL19339	237661	CARD LOCK FUEL 08/22-08/28/16	\$13,593.23
		CL19677		CARD LOCK FUEL 08/29-08/31/16	\$7,126.84
COMMERCIAL TIRE INC		227529	237473	MT/DSMT BUDD VEH 3335 WO 43676	\$1,209.54
		227568		FLAT REPAIR VEH 3222 WO 43832	\$45.07
		227569		WHEEL SWTCH VEH 3310 WO 43833	\$65.16
		227570		FLAT REPAIR VEH 3281 WO 43834	\$45.07



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Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
COMMERCIAL TIRE INC		227843	237663	FLAT REPAIR VEH 3244 WO 43937	\$45.07
		227844		FLAT REPAIR VEH 3284 WO 43940	\$45.07
CONNELL OIL INC		C153795-IN	237665	LUBE PRODUCTS	\$1,141.97
CORWIN OF PASCO LLC		385493	237477	BELT VEH 3265 WO 43775	\$91.37
		385576		ORDBELT VEH 3265 WO 43775	\$248.63
CUMMINS NORTHWEST LLC		018-73197	237480	STUD/TUBE VEH 3212 WO 43550	\$84.56
G-A-P SUPPLY CORP DBA		20328040-00	237693	GAS PRESS VEH 6571 WO 43958	\$78.03
GENUINE AUTO GLASS OF TRI CITIES LLC		615739	237495	WS TINT VEH 1384 WO 43796	\$262.56
		615793		WS TINT VEH 7090 WO 43874	\$228.06
		615873	237696	WINDOW TINT VEH 2409 WO 43830	\$197.10
		615896		WS REPAIR VEH 3213 WO 43837	\$32.58
JIM'S PACIFIC GARAGES INC		X100040916	237502	VALVE ASM VEH 3255 WO 43757	\$68.53
		X100042075	237703	BRKE/PANEL VEH 3253 WO 43848	\$90.38
JT AUTOMOTIVE PARTS INC DBA		366950	237706	FILTER VEH 1106 WO 43835	\$19.48
KAMAN INDUSTRIAL TECHNOLOGIES		V284409	237709	FLANGE VEH 7141 WO 43823	\$781.64
KENWORTH SALES COMPANY		PASIN1957782	237710	CHAMBER VEH 3291 WO 43825	\$136.07
		PASIN1958758		SENSOR VEH 3292 WO 43812	\$124.92
LESKOVAR LINCOLN MERCURY INC		08004	237715	LATCH ASSY VEH 2346 WO 43659	\$258.85
LUNDGREN, REGINA E		RCH-SB-480	237720	SPEAKERS BUREAU-AUGUST	\$320.00
MCCURLEY CHEVROLET		907499	237511	PANEL VEH 9500 WO 43817	\$365.71
		908038	237721	WEATHRSTIRP VEH 2408 WO 43782	\$88.22
		908106		MOTOR/CTRL VEH 3218 WO 43814	\$409.63
		908114	237511	HOSES VEH 1205 WO 43792	\$114.49
		908200	237721	SEALS VEH 2342 WO 43786	\$8.61
MOBILE FLEET SERVICE INC		1262250026	237725	PULL STRAP VEH 3212 WO 43550	\$109.01
		1262290013		CAP/SENSR VEH 3320 WO 43709	\$231.37
MONARCH MACHINE & TOOL CO INC		A185570	237515	HR PLATE VEH 0030 WO 43777	\$29.97
		A185579		ADAPTOR NUTS VEH 3255 WO 43757	\$38.00
		A185630		AR PLATE VEH 3296 WO 43317	\$51.23
		A185724	237726	OTC 579 VEH 7141 WO 43823	\$137.87
		F185739		WELD HUB VEH 7141 WO 43823	\$135.75
NORCO INC		19164622	237732	WLDNG GLOVE VEH 3296 WO 43317	\$12.66
RDO EQUIPMENT CO		P23672	237744	BLADE VEH 6565 WO 43772	\$74.28
		P23673		ELEC DOC VEH 6587 WO 43878	\$141.99
		P23674		PUMP VEH 6562 WO 43810	\$855.95
		P23750		FILTER VEH 6594 WO 43844	\$240.83
RUSS DEAN INC		561808	237752	BLWR MOTOR VEH 5045 WO 43828	\$170.58
SUMMIT HYDRAULICS, INC		14481	237760	INSPECT VEH 3296 WO 43317	\$738.48
TACOMA SCREW PRODUCTS INC		22153386	237542	HEXCAP SCREW VEH 3311 WO 43582	\$19.20
		22153744	237762	SCREW/WASHER VEH 2342 WO 43786	\$17.00
		22153757		SHOP SUPPLIES-WET MOP CREDIT	(\$68.92)



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Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
TACOMA SCREW PRODUCTS INC		22153919	237762	SCREW/WASHER VEH 7141 WO 43823	\$39.80
TIRE FACTORY INC DBA		03-115987	237765	MNT/DSMNT VEH 6566 WO 43804	\$46.34
		03-116276	237545	WHEEL NUT VEH 7141 WP 43802	\$98.45
		03-116312	237765	MT/DSMNT VEH 4005 WO 43840	\$161.38
		03-116371	237545	MT/DSMT VEH 2342 WO 43786	\$789.05
		03-116373	237765	MT/DSMT VEH 6595 WO 43806	\$118.74
		03-116375		MT/DSMT VEH 6594 WO 43805	\$46.34
		03-116388		FLAT REPAIR VEH 7152 WO 43801	\$34.75
		03-116391	237545	MT/DSMT VEH 3310 WO 43737	\$243.96
		03-116395	237765	MT/DSMT VEH 2428 WO 43793	\$331.77
		03-116410		FLAT REPAIR VEH 3312 WO 43674	\$104.26
		03-116450		MT/DSMNT VEH 3255 WO 43196	\$331.77
		03-116457		FLAT REPAIR VEH 3292 WO 43842	\$34.75
		03-116463		MT/DSMNT VEH 1103 WO 43843	\$701.00
		03-116471		MT/DSMNT VEH 2428 WO 43841	\$50.45
		03-116474		MNT/DSMT VEH 3292 WO 43842	\$893.98
		03-116485		TIRE MT/DSMT VEH 1376 WO 43943	\$538.27
		03-116534		FLAT REPAIR VEH 3320 WO 43944	\$34.75
TRUCKPRO HOLDING CORPORATION		06 238117	237769	RLY/SWTC VEH 2342 WI 43786	\$27.63
WESTERN PETERBILT INC		H260003	237559	GSKT/O-RING VEH 3213 WO 43966	\$12.36
		H260040		IGNIT SWITCH VEH 3309 WO 43959	\$13.02
		H263237	237773	CHRG COOLER VEH 3311 WO 43582	\$1,405.01
		H263238		CORE VEH 3311 WO 43582	\$162.90
		H263294		BUSHINGS VEH 3311 WO 43582	\$228.84
		H263455		GSKT-HUBCAP VEH 3212 WO 43838	\$4.30
		H263462		CORE CREDIT VEH 3212	(\$162.90)
WESTERN STATES EQUIPMENT COMPANY		IN000100638	237560	RECPTACLE VEH 3285 WO 43544	\$19.65
		IN000100654		COUPLING VEH 7118 WO 43750	\$10.74
		IN000101345		REPAIR/ELEVR VEH 7131 WO 43480	\$941.87
		IN000102084		COUPLING VEH 3309 WO 43752	\$139.65
		IN000109178	237774	LEFT GLASS VEH 7104 WO 43897	\$235.38
		IN000109308		COUPLINGS VEH 7122 WO 43820	\$49.98
WESTERN SYSTEMS & FABRICATION INC		16007	237561	GRABBER ASSY VEH 3285 WO 43544	\$941.59
		16018		ROTARY ELBOW VEH 3291 WO 43795	\$150.57
		16036		PIPE CYL. VEH 3315 WO 43562	\$3,370.85
		16056	237775	SPACERS VEH 3296 WO 43317	\$331.45
		16060		GRABBER/ROD VEH 3285 WO 43544	\$321.10
		16097		CYLINDER VEH 3296 WO 43317	\$5,712.18
EQUIPMENT MAINTENANCE TOTAL ****					\$72,668.98
EQUIPMENT MAINTENANCE FUND Total ***					\$72,668.98



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Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
FUND 505		PUBLIC WORKS ADMIN & ENGINEER			
Division:	450	PW ADMIN & ENGINEERING			
ABADAN INC		ARIN065890	237626	ASBUILTS	\$200.09
AMERICAN PUBLIC WORKS ASSOCIATION		7396/2016 DUES	237445	APWA DUES RENEWAL/2016-2017	\$1,080.00
FEDERAL EXPRESS CORP		5-525-87601	237686	SHIPPING-AUGUST 2016	\$76.32
MELTON, MARK		16-381 MELTON	237601	16-381 WATER QUALITY WKSHP	\$8.00
PITNEY BOWES PURCHASE POWER		0716/14823173	237610	POSTAGE 07/01/16 TO 07/31/16	\$22.12
PW ADMIN & ENGINEERING TOTAL ****					\$1,386.53
PUBLIC WORKS ADMIN & ENGINEER Total ***					\$1,386.53
FUND 520		HEALTH CARE/BENEFITS PLAN			
Division:	222	EMPLOYEE BENEFIT PROGRAM			
LIFE INSURANCE COMPANY OF NORTH AMERICA		09/2016-FLI051384	237718	FLI051384 PREMIUMS-SEPT	\$9,331.85
		09/2016-LK030278		LK030278 PREMIUMS-SEPT	\$10,640.86
		09/2016-OK807703		OK807703 PREMIUMS-SEPT	\$2,049.41
EMPLOYEE BENEFIT PROGRAM TOTAL ****					\$22,022.12
HEALTH CARE/BENEFITS PLAN Total ***					\$22,022.12
FUND 611		FIREMAN'S PENSION			
Division:	216	FIRE PENSION			
BAKER, MARSHALL R		SEPTEMBER 2016	237634	MEDICARE PREMIUM/BAKER	\$104.90
BOWLS, DAVID		080216	237564	NON COVERED VISION	\$168.30
		SEPTEMBER 2016	237641	MEDICARE PREMIUM/BOWLS	\$104.90
CANFIELD, HARRY R			237647	MEDICARE PREMIUM/CANFIELD	\$104.90
CARRICK, HENRY		062716HC	237566	NON COVERED RX	\$17.80
		SEPTEMBER 2016	237648	MEDICARE PREMIUM/CARRICK	\$104.90
CHINOOK FAMILY DENTAL CARE		031016JB	237567	NON COVERED DENTAL	\$169.00
CLARK, FRANK M		SEPTEMBER 2016	237657	MEDICARE PREMIUM/CLARK	\$104.90
DOWNES, DANNY			237673	MEDICARE PREMIUM/DOWNES	\$121.80
ELIASON, CURTIS			237679	MEDICARE PREMIUM/ELIASON	\$104.90
ESTY, RAYMOND J			237684	MEDICARE PREMIUM/ESTY	\$104.90
FERRIANS, ALLEN LARRY			237687	MEDICARE PREMIUM/FERRIANS	\$105.80
FULL SPECTRUM EYE CARE PS DBA		081016EM	237569	NON COVERED VISION	\$640.00
HOUCHIN, EARL		SEPTEMBER 2016	237702	MEDICARE PREMIUM/HOUCHIN	\$104.90
JOHNSON, NEILS E			237704	MEDICARE PREMIUM/JOHNSON	\$104.90
JONES, HAROLD			237705	MEDICARE PREMIUM/JONES	\$104.90
KEYS, JACK D			237711	MEDICARE PREMIUM/KEYS	\$129.30
KROGER-FRED MEYER		080616	237572	NON COVERED RX	\$95.96
LAHTI, ROGER P		081216	237574	NON COVERED RX	\$157.38
		082416		NON COVERED MEDICAL	\$390.00



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LAHTI, ROGER P		SEPTEMBER 2016	237713	MEDICARE PREMIUM/LAHTI	\$104.90
MITCHELL, RAYMOND L			237724	MEDICARE PREMIUM/MITCHELL	\$105.80
MULROY, JAMES P			237729	MEDICARE PREMIUM/MULROY	\$121.80
MURRAY, DAVID			237730	MEDICARE PREMIUM/MURRAY	\$104.90
MYERS, EDWARD A			237731	MEDICARE PREMIUM/MYERS	\$104.90
OPTICAL ACCENTS	082516DB		237576	NON COVERED VISION	\$150.00
OWEN, MICHAEL	SEPTEMBER 2016		237737	MEDICARE PREMIUM/OWEN	\$104.90
PITNEY BOWES PURCHASE POWER	0716/14823173		237610	POSTAGE 07/01/16 TO 07/31/16	\$85.41
POLLARD, JAMES	SEPTEMBER 2016		237742	MEDICARE PREMIUM/POLLARD	\$104.90
PRESCRIPTION PHARMACY PLLC	071216CE		237577	NON COVERED RX	\$59.32
	072516HJ			NON COVERED RX	\$78.84
RODGERS, GARY H	SEPTEMBER 2016		237749	MEDICARE PREMIUM/RODGERS	\$121.80
RONEY, LARRY			237750	MEDICARE PREMIUM/RONEY	\$104.90
SIEMENS, DONALD			237753	MEDICARE PREMIUM/SIEMENS	\$104.90
SNYDER, RONALD K DDS	071916GT		237578	NON COVERED DENTAL	\$177.00
WEST, ROYAL	SEPTEMBER 2016		237772	MEDICARE PREMIUM/WEST	\$104.90
WILLIAMSON, CRAIG E			237776	MEDICARE PREMIUM/WILLIAMSON	\$104.90

FIRE PENSION TOTAL ****

\$4,888.41

FIREMAN'S PENSION Total ***

\$4,888.41

FUND 612

POLICEMEN'S PENSION

Division:

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POLICE PENSION

ANDERS, PETER	SEPTEMBER 2016	237630	MEDICARE PREMIUM/ANDERS	\$104.90
BATES, LAURIE VERN JR		237635	MEDICARE PREMIUM/BATES	\$104.90
BEDEN, LARRY		237637	MEDICARE PREMIUM/BEDEN	\$104.90
BOLSTAD, BARRY		237640	MEDICARE PREMIUM/BOLSTAD	\$121.80
BRUNSON, DALE A		237643	MEDICARE PREMIUM/BRUNSON	\$104.90
BUSH, LEE	051916EB	237565	NON COVERED MEDICAL	\$1,369.23
	SEPTEMBER 2016	237644	MEDICARE PREMIUM/BUSH	\$104.90
CASE, MIKE		237650	MEDICARE PREMIUM/CASE	\$121.80
CLEAVENGER, WILL J		237658	MEDICARE PREMIUM/CLEAVENGER	\$105.80
CLEMENTS, JOHN M		237659	MEDICARE PREMIUM/CLEMENTS	\$104.90
COUCH, LARRY		237666	MEDICARE PREMIUM/COUCH	\$104.90
DEMYER, JAMES J	072916JC	237568	NON COVERED MEDICAL	\$425.34
	SEPTEMBER 2016	237671	MEDICARE PREMIUM/DEMYER	\$104.90
DRIVER, DOUGLAS D		237674	MEDICARE PREMIUM/DRIVER	\$121.80
DUCHEMIN, ROGER		237676	MEDICARE PREMIUM/DUCHEMIN	\$104.90
GANLEY, JOHN M		237695	MEDICARE PREMIUM/GANLEY	\$104.90
HEASTON & THOMPSON VISION CLINIC	020916MC-2	237570	NON COVERED VISION	\$39.00
HIGGINS, FRED C	SEPTEMBER 2016	237700	MEDICARE PREMIUM/HIGGINS	\$104.90
KENNEWICK VISION CARE	062716RL	237571	NON COVERED VISION	\$513.00



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KROGER-FRED MEYER		080416	237572	NON COVERED RX	\$957.28
LABBERTON, W.K. DDS		051216GZ	237573	NON COVERED DENTAL	\$76.20
LEWIS, DAVID L		SEPTEMBER 2016	237717	MEDICARE PREMIUM/LEWIS	\$105.80
LOHDEFINCK, RICHARD N			237719	MEDICARE PREMIUM/LOHDEFINCK	\$104.90
MALLEY'S PHARMACY		070116MC	237575	NON COVERED RX	\$218.00
MOORE, ROBERT		SEPTEMBER 2016	237727	MEDICARE PREMIUM/MOORE	\$104.90
PITNEY BOWES PURCHASE POWER		0716/14823173	237610	POSTAGE 07/01/16 TO 07/31/16	\$85.41
PRESCRIPTION PHARMACY PLLC		052416JC	237577	NON COVERED RX	\$337.81
		052816GT		NON COVERED RX	\$43.38
		061016WC		NON COVERED RX	\$18.40
		072716RT		NON COVERED RX	\$549.30
SPARKS, DAVID W		SEPTEMBER 2016	237754	MEDICARE PREMIUM/SPARKS	\$104.90
THOMAS, GERALD D			237764	MEDICARE PREMIUM/THOMAS	\$104.90
TURNER, ROY			237770	MEDICARE PREMIUM/TURNER	\$104.90
UPTOWN VISION CENTER		062916JC	237579	NON COVERED VISION	\$327.00
WILMOTH, ROD		SEPTEMBER 2016	237777	MEDICARE PREMIUM/WILMOTH	\$104.90
ZIMMERMAN, GERALD			237779	MEDICARE PREMIUM/ZIMMERMAN	\$104.90
POLICE PENSION TOTAL ****					\$7,424.55
POLICEMEN'S PENSION Total ***					\$7,424.55
FUND 641	SOUTHEAST COMMUNICATIONS CTR				
Division:	600	SECOMM OPERATIONS GENERAL			
AT&T LONG DISTANCE		08/16 03030107210	237632	FAX LINES 07/21-08/22/16	\$35.05
CENTURYLINK		0816-509-624-3863	237652	GENERAL 08/16-09/16/16	\$7.31
CHARTER COMMUNICATIONS		0816-180070706114	237653	CABLE SERVICE 08/30-09/29/16	\$28.09
DEVRIES BUSINESS SERVICES		0079360	237672	SHREDDING SRVCS	\$4.09
FRONTIER		08/16 2061881060	237692	GENERAL 08/19-09/18/16	\$413.07
		08/16 2061882381	237492	GENERAL 8/10-9/09/16	\$241.51
		08/16 5096282600		TELEPHONE CHARGE 8/10-9/09/16	\$984.49
UNITED PARCEL SERVICE	S017081	000986641356	237553	GROUND PKG TO ALSTER	\$12.38
	S017081			WEIGHT CORRECTION FOR PKG TO	\$0.65
SECOMM OPERATIONS GENERAL TOTAL ****					\$1,726.64
Division:	601	E911 OPERATIONS			
APOLLO SHEET METAL INC	P056919	166141	237447	REPLACEMENT OF BAD CONTACTORS	\$87.97
FRONTIER		08/16 2061882381	237492	GENERAL 8/10-9/09/16	\$241.50
		08/16 2530120862	237692	GENERAL 08/22-09/21/16	\$37.81
E911 OPERATIONS TOTAL ****					\$367.28
Division:	602	SECOMM AGENCY			
APOLLO SHEET METAL INC	P056919	166141	237447	REPLACEMENT OF BAD CONTACTORS	\$87.96
SECOMM AGENCY TOTAL ****					\$87.96



City Of Richland

VL-1 Voucher Listing

From: 8/29/2016 To: 9/9/2016

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
SOUTHEAST COMMUNICATIONS CTR Total ***					\$2,181.88
FUND 642	800 MHZ PROJECT				
Division:	610	800 MHZ			
AEROFLEX WICHITA INC	P056799	90108182	237443	Cobham standard calibration	\$499.00
	P056799			FREIGHT	\$70.71
BENTON PUD		08/16 4843174575	237638	UTILITY SRVCS 07/27-08/27	\$657.19
800 MHZ TOTAL ****					\$1,226.90
800 MHZ PROJECT Total ***					\$1,226.90
FUND 643	EMERGENCY MANAGEMENT				
Division:	620	STATE / LOCAL ASSISTANCE			
APOLLO SHEET METAL INC	P056919	166141	237447	REPLACEMENT OF BAD CONTACTORS	\$87.97
AT&T LONG DISTANCE		08/16 03030107210	237632	FAX LINES 07/21-08/22/16	\$17.53
CHARTER COMMUNICATIONS		0816-180070706114	237653	CABLE SERVICE 08/30-09/29/16	\$37.45
DAVIS, DEANNA		083016	237589	REIMBURSE MEETING EXPENSE	\$20.91
FRONTIER		08/16 5096282600	237492	TELEPHONE CHARGE 8/10-9/09/16	\$246.12
STATE / LOCAL ASSISTANCE TOTAL ****					\$409.98
Division:	621	RADIOLOGICAL EMGCY PREPAREDNES			
AT&T LONG DISTANCE		08/16 03030107210	237632	FAX LINES 07/21-08/22/16	\$17.52
CHARTER COMMUNICATIONS		0816-180070706114	237653	CABLE SERVICE 08/30-09/29/16	\$37.45
FRONTIER		08/16 5096282600	237492	TELEPHONE CHARGE 8/10-9/09/16	\$246.12
RADIOLOGICAL EMGCY PREPAREDNES TOTAL ****					\$301.09
Division:	622	DOE EMERGENCY PREPAREDNESS			
FRONTIER		08/16 5096282600	237492	TELEPHONE CHARGE 8/10-9/09/16	\$246.12
DOE EMERGENCY PREPAREDNESS TOTAL ****					\$246.12
Division:	623	JURISIDICION			
CHARTER COMMUNICATIONS		0816-180070706114	237653	CABLE SERVICE 08/30-09/29/16	\$37.45
DEVRIES BUSINESS SERVICES		0079360	237672	SHREDDING SRVCS	\$4.09
FRONTIER		08/16 5096282600	237492	TELEPHONE CHARGE 8/10-9/09/16	\$246.12
PITNEY BOWES PURCHASE POWER		0716/14823173	237610	POSTAGE 07/01/16 TO 07/31/16	\$5.80
JURISIDICION TOTAL ****					\$293.46
EMERGENCY MANAGEMENT Total ***					\$1,250.65
FUND 803	UTILITY BILL CLEARING FUND				
Division:	000				
ADVANCED UTILITY ACCOUNTS PAYABLE INVOICES		CISPAY12583	237604	Customer Refund	\$20.00
		CISPAY12584	237605	Customer Refund	\$258.57



City Of Richland

VL-1 Voucher Listing

From: 8/29/2016 To: 9/9/2016

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
ADVANCED UTILITY ACCOUNTS PAYABLE INVOICES		CISPAY12585	237580	Customer Refund	\$19.51
		CISPAY12586	237583	Customer Refund	\$243.10
		CISPAY12587	237598	Customer Refund	\$205.32
		CISPAY12588	237597	Customer Refund	\$7.96
		CISPAY12589	237600	Customer Refund	\$331.21
		CISPAY12590	237611	Customer Refund	\$177.57
		CISPAY12591	237606	Customer Refund	\$20.20
				Customer Refund	\$8.57
		CISPAY12592	237588	Customer Refund	\$98.29
		CISPAY12593	237590	Customer Refund	\$44.67
		CISPAY12594	237621	Customer Refund	\$240.88
		CISPAY12595	237622	Customer Refund	\$172.65
		CISPAY12596	237592	Customer Refund	\$96.56
		CISPAY12597	237591	Customer Refund	\$170.43
		CISPAY12598	237599	Customer Refund	\$203.10
		CISPAY12599	237617	Customer Refund	\$252.67
		CISPAY12600	237609	Customer Refund	\$77.62
		CISPAY12601	237615	Customer Refund	\$142.18
		CISPAY12602	237613	Customer Refund	\$284.80
		CISPAY12603	237612	Customer Refund	\$201.46
		CISPAY12604	237584	Customer Refund	\$120.00
		CISPAY12605	237593	Customer Refund	\$168.26
UNASSIGNED TOTAL ****					\$3,565.58
UTILITY BILL CLEARING FUND Total ***					\$3,565.58



City Of Richland

VL-1 Voucher Listing

From: 8/29/2016 To: 9/9/2016

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
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Invoice Total: ****

\$1,186,222.81

Number of Invoices

Amount

Vouchers In Richland	160	\$92,280.02
Vouchers In Tri Cities	86	\$597,680.65
Vouchers In WA	152	\$150,804.73
Vouchers Outside WA	357	\$345,457.41
Vouchers Final Total.....	755	\$1,186,222.81

Ob ject Category	Title	Total	Percentage
2	BENEFITS	\$41,509.48	3.5%
3	SUPPLIES	\$135,749.64	11.44%
4	OTHER SERVICES & CHARGES	\$407,486.81	34.35%
5	INTERGOVERNMENTAL SERVICES	\$58,996.04	4.97%
6	CAPITAL PROJECTS	\$419,305.28	35.35%
	MACHINERY & EQUIPMENT	\$11,761.40	0.99%
	REFUNDS	\$3,565.58	0.3%
9	INTERFUND SERVICES	\$109.71	0.01%
	INVENTORY PURCHASES	\$107,738.87	9.08%
	Total	\$1,186,222.81	



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 09/20/2016

Agenda Category: Items of Business

Key Element: Key 2 - Infrastructure & Facilities

Subject:

Ordinance No. 53-16, Prohibiting Smoking and Use of Electronic Vapor Products in Portions of Certain City Parks - First Reading

Department:

Parks & Public Facilities

Ordinance/Resolution Number:

53-16

Document Type:

Ordinance

Recommended Motion:

Give first reading, by title only, to Ordinance No. 53-16, prohibiting smoking and use of electronic vapor products in portions of certain City parks.

Summary:

The City's Parks and Recreation Commission (PRC) recommends smoking prohibitions in excess of those in state law at places where youth and adults congregate in portions of the City's park system. See RCW 70.160.011, Smoking in Public Places. This item was discussed at a Council workshop in August, 2016. The purpose of the partial prohibition, as identified in Ordinance 53-16, mirrors the purpose found under RCW 70.160.011, as does the penalty for violating the ordinance. Violators will be issued a written warning for the first violation, and receive a civil infraction for second and subsequent violations.

RCW 70.345.210 specifically allows political subdivisions to regulate the use of vapor products in outdoor public places where children congregate, such as schools, playgrounds, and parks. Further, Chapter 70.155, Tobacco-Access to Minors, does not otherwise preempt political subdivisions from adopting ordinances regulating the sale, purchase, use, or promotion of tobacco products not inconsistent with state law.

If passed, smoking and the use of electronic vapor products will be prohibited at the following locations in the City's park system:

1. Spectator seating at the performance stage at John Dam Plaza
2. Within 25 feet of a city-owned playground
3. Within or upon any city-owned dock or marina
4. Groomed beaches
5. Aquatic facilities
6. Upon or within 25 feet of bleacher seating at any city-owned athletic facility

If passed, staff proposes a public education campaign prior to initiating enforcement actions. Signage installation and public education would begin this winter prior to enforcement efforts commencing in Spring, 2017.

Fiscal Impact:

No fiscal impact except signage and public outreach expenses.

Attachments:

1. Ordinance No. 53-16



ORDINANCE NO. 53-16

AN ORDINANCE of the City of Richland amending RMC 9.22.070 prohibiting smoking and the use of electronic vapor products in portions of City parks.

WHEREAS, the State of Washington, via initiative Measure No. 901 codified as RCW 70.160.011 (Smoking in Public Places), prohibits smoking in certain public places and recognizes “that exposure to secondhand smoke is known to cause cancer in humans. Secondhand smoke is a known cause of other diseases including pneumonia, asthma, bronchitis, and heart disease. Citizens are often exposed to secondhand smoke in the workplace, and are likely to develop chronic, potentially fatal diseases as a result of such exposure. In order to protect the health and welfare of all citizens, including workers in their places of employment, it is necessary to prohibit smoking in public places and workplaces”; and

WHEREAS, the City of Richland Parks and Recreation Commission recommends the prohibition of smoking and use of electronic vapor products beyond the limitations of the State Smoking in Public Places restrictions in locations where children and adults congregate.

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Richland as follows:

Section 1. RMC 9.22.070, entitled Park property, as enacted by Ordinance No. 65-80 and last amended by Ordinance No. 18-12, shall be amended to read as follows:

9.22.070 Park property.

A. Use of Park Property. It is unlawful for any person except city employees and other authorized persons in the performance of their duties or pursuant to a special permit issued by the city manager to drive, stand or park any motor vehicle or to ride any horse, except where allowed by subsection (E) of this section, upon the footpaths, bicycle paths, or any grassed or landscaped areas in any public park or other public land of the city, or to pick any flowers or plants, or to damage or mutilate any of the shrubs or trees, monuments, or works of art, or in any manner damage any property of the city in any public park or other public land of the city, or to violate any of the rules or regulations relating to the public parks. It shall be unlawful to violate any of the following rules and regulations which shall apply in all parks throughout the city of Richland:

1. There shall be no unauthorized motorized vehicles allowed in the parks.
2. The possession of weapons in the parks is prohibited including, but not limited to, air rifles, paintball guns, bows and arrows, crossbows, swords and pellet guns. This

section shall not apply to the open carry of a firearm except where prohibited or to firearms permitted under Chapter 9.41 RCW.

3. There shall be no intentional dumping of personal trash, litter or garbage outside a receptacle provided by the city and/or which is appropriate for that purpose allowed in the parks.

4. There shall be no intentional destruction of vegetation.

5. There shall be no unauthorized burning.

6. There shall be no unauthorized camping per subsection (D) of this section.

7. There shall be no alcoholic beverages consumed in the parks without the appropriate permits.

8. There shall be no littering in the parks.

9. Dogs must be in compliance with existing leash law as set forth in RMC 7.03.050, or in compliance with rules established for designated off-leash dog areas within the city park system.

10. There shall be no sound made by the use of a musical instrument, whistle, sound amplifier, juke box, radio, television, iPod or other similar device so as to be audible greater than 75 feet from the device.

11. Smoking or use of electronic vapor products at strictly prohibited at all times at the following locations: in the spectator seating area of the performance stage at John Dam Plaza; within 25 feet of a city-owned playground; within or upon any city-owned dock, marina, groomed beach, or aquatic facility; and upon or within 25 feet of bleacher seating at any city-owned athletic facility.

Any person violating any provision of this section, except subsections (B), ~~(C)~~ and ~~(D)~~ of this section, shall be guilty of a gross misdemeanor. The above actions may be allowed under park land leases or special events when permitted at the discretion of the city manager and upon obtaining a permit from the parks and recreation department no later than two weeks prior to the event.

B. Mooring Watercraft. It is a civil infraction for any person to moor or dock any watercraft at any city float, pier or dock (except for Marina Park docks) for a period in excess of 12 consecutive hours in any five-day period, except as permitted by prior written agreement authorized by the city manager for vessels carrying more than 20 passengers. Violation of this mooring watercraft time limitation shall be deemed a civil infraction and carry a civil penalty of \$250.00. Each day of violation of the provisions of this subsection shall be deemed a separate violation. A notice of infraction may be issued by a police officer based upon the written affidavit of any individual. [Jurisdiction shall reside in Benton County district court.](#)

C. Marina Park Overnight Moorage. It is lawful for privately owned watercraft to moor at Marina Park transient moorage docks for a period of time not to exceed 10 nights in any 365-day period. "Night" shall be considered any duration of time between 11:00 p.m. and 5:00 a.m. Overnight watercraft moorage in excess of 10 nights in any 365-day period shall be deemed a civil infraction and carry a penalty of \$250.00. Each day of violation of the provisions of this subsection shall be deemed a separate violation. A notice of infraction may be issued by a police officer based upon the written affidavit of any individual. [Jurisdiction shall reside in Benton County district court.](#)

[D. Smoking/Electronic Vapor Products. A person in violation of RMC 9.22.070\(11\) shall be issued a written warning for the first offense. The written warning may be issued by designed city staff or a police officer. Second and subsequent violations of RMC 9.22.070\(11\) shall be deemed a civil infraction and carry a penalty of \\$100.00. A notice of infraction may be issued by a police officer based upon the written affidavit of any individual. Jurisdiction shall reside in Benton County district court.](#)

~~D~~E. Camping. It is unlawful to camp in any park or in or upon any public land or property of the city except at places set aside for such purpose by the city manager and so designated by signs.

~~E~~F. Equestrian Use of Park Property. It is lawful for horses to be allowed on the following park properties for equestrian purposes only:

1. South Columbia Point.
2. Chamna Natural Preserve.
3. Amon Creek Natural Preserve including the natural open space set aside in Claybell Park.

4. Trailhead Park.
5. Tapteal Trail (current and future sections).
6. W.E. Johnson Park.
7. Any state or federal lands that permit equestrian use.

[FC](#). Rules and Regulations. The city manager is authorized to adopt rules and regulations for the implementation and enforcement of this section. [Ord. 65-80 § 1.01; Ord. 24-91; Ord. 20-03; Ord. 25-05; Ord. 11-08; Ord. 19-08; Ord. 08-09; Ord. 09-10 § 1.01; Ord. 20-11 § 1.20; Ord. 18-12 § 9].

Section 4. This ordinance shall take effect the day following its publication in the official newspaper of the City of Richland.

PASSED by the City Council of the City of Richland, at a regular meeting on the _____ day of October, 2016.

ROBERT J. THOMPSON
Mayor

ATTEST:

APPROVED AS TO FORM:

MARCIA HOPKINS
City Clerk

HEATHER KINTZLEY
City Attorney



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 09/20/2016

Agenda Category: Reports and Comments

Key Element:

Subject:

City Manager

Department:

City Manager

Ordinance/Resolution Number:

Document Type:

Presentation

Recommended Motion:

Summary:

Fiscal Impact:

Attachments:



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 09/20/2016

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COUNCIL AGENDA ITEM COVERSHEET

Council Date: 09/20/2016

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